

RICHLAND COUNTY
COUNTY COUNCIL AGENDA



Tuesday, MARCH 02, 2021

6:00 PM

ZOOM MEETING

RICHLAND COUNTY COUNCIL 2021



Bill Malinowski
District 1
2018-2022



Derrek Pugh
District 2
2020-2024



Yvonne McBride
District 3
2020-2024



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker III
District 6
2018-2022



Gretchen Barron
District 7
2020-2024



Overture Walker
District 8
2020-2024



Jessica Mackey
District 9
2020-2024



Cheryl English
District 10
2020-2024



Chakisse Newton
District 11
2018-2022





Richland County Council

Regular Session
March 02, 2021 - 6:00 PM
Zoom Meeting
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Paul Livingston,
Chair Richland County Council

a. ROLL CALL

2. **INVOCATION**

The Honorable Derrek Pugh

3. **PLEDGE OF ALLEGIANCE**

The Honorable Derrek Pugh

4. **APPROVAL OF MINUTES**

The Honorable Paul Livingston

a. Regular Session: February 16, 2021 [**PAGES 6-19**]

b. Zoning Public Hearing: February 23, 2021 [**PAGES 20-27**]

5. **ADOPTION OF AGENDA**

The Honorable Paul Livingston

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

Elizabeth McLean,
Acting County Attorney

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

a. Coggins v. Richland County and Seals (Gerald Seals Settlement)
(Discussion of attorney-client privileged matters/Receipt of legal advice/settlement of claims; all pursuant to Sec. 30-4-70 (a)(2))

7. **CITIZEN'S INPUT** The Honorable Paul Livingston
- a. For Items on the Agenda Not Requiring a Public Hearing
8. **CITIZEN'S INPUT** The Honorable Paul Livingston
- 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 time.)
9. **REPORT OF THE COUNTY ADMINISTRATOR** Leonardo Brown,
County Administrator
- a. Coronavirus Update [**PAGES 28-40**]
- b. Budget Calendar [**PAGES 41-44**]
- c. Sewer Rate Increase Update [**PAGE 45**]
10. **REPORT OF THE INTERIM CLERK OF COUNCIL** Michelle Onley, Interim
Clerk to Council
11. **REPORT OF THE CHAIR** The Honorable Paul Livingston
12. **APPROVAL OF CONSENT ITEMS** The Honorable Paul Livingston
- a. 20-031MA
Jim Chapman
M-1 to RM-MD (39.47 Acres)
Rivkin Blvd.
TMS # R22807-01-07 [SECOND READING] [**PAGES 46-47**]
- b. 20-033MA
Yani G. Mouratev
RR to HI (69.93 Acres)
115 Tims Road
TMS # 06600-02-12 [SECOND READING] [**PAGES 48-49**]
- c. 20-039MA
Will Unthank
NC to GC (.86 Acres)
9366 and 9370 Two Notch Road
TMS # R19908-03-23 & 07 [SECOND READING] [**PAGES 50-51**]
- d. 20-042MA
Gita Teppara
RS-MD to RM-MD (6.2 Acres)
Sloan Road and Dorichlee Road
TMS # R20101-05-01 [SECOND READING] [**PAGES 52-53**]

- e. 20-043MA
Jeff Baker
NC to GC (.8 Acres)
1630 and 1636 Leesburg Road
TMS # R19203-11-05 & 06 [SECOND READING] [PAGES 54-55]
- f. 20-044MA
Alexis Kisteneff, Jr.
RS-HD to RM-HD (.20 Acres)
3921 Capers Avenue
TMS # R13805-03-19 [SECOND READING] [PAGES 56-57]
- g. 21-003MA
Walter L. McLaughlin, Jr.
RU to GC (.33 Acres)
10400 Broad River Road
TMS # R03300-06-08 [SECOND READING] [PAGES 58-59]
- h. Solid Waste - Richland Recycles Events [PAGES 60-65]
- i. Petition to Close Portion of Old Percival Road/Spears Creek Rd.
[PAGES 66-72]
- j. Mutual Easement Agreement between Washington & Assembly,
LLC and Richland County, South Carolina impacting the Richland
Library branch located on Assembly Street, Columbia, South
Carolina [FIRST READING] [PAGES 73-105]
- k. Southeast Water and Sewer Project – Hopkins Magistrate
- Change Order 1 - TCO Construction [PAGES 106-116]
- l. Sewer Availability - Savannah Wood Phase II [PAGES 117-122]
- m. Sewer Availability - Cabin Creek Place [PAGES 123-128]
- n. Sewer Availability - Congaree Project [PAGES 129-134]
- o. County Purchase Card Program [PAGES 135-186]
- p. Kneece Rd Sidewalk Award [PAGES 187-199]
- q. Wildewood Roads Repair/Resurfacing Award [PAGES 200-207]
- r. Spring Park Dr & Greenhill Parish Pkwy Sidewalk Design Award
[PAGES 208-212]

13. SECOND READING ITEMS

The Honorable Paul Livingston

- a. Authorizing the execution and delivery of an assignment by Tyson Prepared Foods, Inc. ("TPF") of a 2017 fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and TPF to Project Charlie; the execution and delivery of an assignment by TPF to Project Charlie of a 1996 fee-in-lieu of taxes agreement in the form of a lease agreement by and between Richland County, South Carolina and TPF; the execution and delivery of an amendment to the 2017 fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and TPF; and other related matters [PAGES 213-227]

14. REPORT OF ADMINISTRATION & FINANCE COMMITTEE

The Honorable Bill Malinowski

- a. Sonoco Recycling Contract Extension [PAGES 228-257]

15. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Yvonne McBride

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project A; identifying the project; and other matters related thereto [PAGES 258-259]

16. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Overture Walker

- a. Resurfacing Package R [PAGES 260-264]
- b. Garners Ferry/Harmon Intersection [PAGES 265-298]

17. OTHER ITEMS

The Honorable Paul Livingston

- a. Approving the declaration of covenants, conditions and restrictions for the Blythewood Business Park; and other related matters [PAGES 299-322]
- b. A Resolution to appoint and commission Jordan Casey Abercrombie as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [PAGE 323]

18. EXECUTIVE SESSION

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 notice meeting.

19. MOTION PERIOD

- a. I move that Richland County Council direct the County Administrator and his staff to conduct an equity and inclusive assessment of Richland County Administrative policies and services; and provide recommendations for a comprehensive approach to advancing equity for people of color, women and others who have been historically under-served, marginalized, and adversely affected by persistent inequality. By advancing equity across Richland County Government, we can create opportunities for the improvement of businesses, communities and individuals that have been historically under-served, which will benefit all of Richland County. Appropriate assessments will better equip Richland County to develop policies and programs that deliver resources and benefits equitably to all. [PAGES 324-325]

The Honorable Yvonne McBride

20. 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
February 16, 2021 – 6:00PM
Zoom Meeting
2020 Hampton Street, Columbia, SC 29201

COUNCIL MEMBERS PRESENT: Paul Livingston Chair, Yvonne McBride, Bill Malinowski, Derrek Pugh, Allison Terracio, Gretchen Barron, Overture E. Walker, Jesica Mackey, Cheryl English, and Chakisse Newton.

OTHERS PRESENT: Michelle Onley, Angela Weathersby, Kyle Holsclaw, Tamar Black, Leonardo Brown, Ashiya Myers, Ashley Powell, Clayton Voignier, John Thompson, Elizabeth McLean, Dwight Hanna, Lauren Hogan, Jani Hussain, Ronaldo Myers, James Hayes, Michael Niermeier, Jeff Ruble, Judy Carter, Jennifer Wladischkin, Dale Welch, Bill Davis, Stacey Hamm, Lori Thomas, Michael Maloney, Randy Pruitt, Brittney Hoyle-Terry, Dante Roberts and Michael Byrd.

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:02PM.
2. **INVOCATION** – The Invocation was led by the Honorable Chakisse Newton
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Chakisse Newton
4. **PRESENTATIONS**
 - a. **COMET Highlights** – Mr. Andoh provided an update on the COMET.
5. **APPROVAL OF MINUTES**
 - a. **Special Called Meeting: February 9, 2021** – Ms. Terracio moved, seconded by Mr. Pugh, to approve the minutes as published.

Ms. McBride requested that it be notated on pp. 9-10 that she was present, but unable to vote due to technical difficulties.

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

Not Present J. Walker.

The vote in favor was unanimous.

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6. **ADOPTION OF AGENDA** – Ms. Barron moved, seconded by Mr. O. Walker, to approve the minutes as distributed.

Ms. Mackey noted that item 18(a)(1)(b) Airport Commission needed to be removed from the agenda.

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

The vote in favor was unanimous.

7. **REPORT OF THE ACTING COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS** – There were no items for Executive Session.

8. **CITIZEN'S INPUT**

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

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 time.) – No one signed up to speak.

10. **REPORT OF THE COUNTY ADMINSTARTOR**

- a. CAFR Presentation – Mr. Brown stated Council received the CAFR in their agenda packet.

Ms. Hamm stated the MDNA (Management Discussion and Analysis) gives an overview of what has happened in the past year, and will explain the numbers. She also provided a summary of the charts contained in the CAFR. If Council has any specific questions, they are encouraged to contact her.

Mr. Brown noted they have planned a workshop to discuss the materials in more detail.

- b. 911 Call Center Agreement – Mr. Cowan stated over the course of the last 5 years, the Sheriff's Department and Council have been working on reconsolidating 911 communications under Richland County with Sheriff Lott having managerial responsibilities. Two years ago, we came before Council and spoke specifically about the consolidation and what it needed to look like. They have been working with Mr. Byrd, the City of Columbia Police Department, Fire Department, Emergency Management Division and Administration. They have established an executive committee, which consists of Sheriff Lott, Chief Holbrook, Chief Jenkins, Director Tinsley and Director Byrd, to oversee communications. The consolidation will take effect March 1st. Beginning March 1st, the Sheriff will assume managerial responsibilities for 911 communications for the City and the County. Mr. Byrd will continue to support and work with us in regards to the financial aspects, as well as the operational aspects. They have also established a strategic planning working group that is made up of both City and County professionals to make sure as we progress forward we are taking into account the employees of the current 911 center, as well as the citizens of the County and the City of Columbia. The City of Columbia has had managerial authority since 1999, with the consolidation the Sheriff Lott will assume managerial authority.

Ms. Barron inquired how will this impact the Sheriff's Department financially, and Richland County specifically.

Mr. Cowan responded there is going to be a lot of moving parts as we go forward in the process. There are a lot of things we need to consider and take into account. Then we need to present the options to Council. They have been working closely with Mr. Hanna. Mr. Hanna has been working Ms. Pam Benjamin at the City to make sure we are taking into account all of the personnel components, whether that is the liability with retirement, leave, and where people are in their retirement. They have created three categories: Personnel, Capital, and Resources. Currently, the County is paying for all of the resources, and we are paying for a large portion of the personnel. There are expenses that are already in the budget and on the books that are already impacting the County and Council. As we move forward, we have to look at in in three separate pieces to ensure that we present the best path forward, but also getting Council's input to ensure it is impacting the County in a positive way.

Ms. Barron stated, for clarification, we are in the early stages of finalizing our plan. As we finalize the plan, they will come back to us, but it appears we are inheriting some new personnel.

Mr. Cowan responded in the affirmative.

Mr. O Walker inquired why this proposal would be more efficient, in terms of delivering emergency services, as oppose to the status quo.

Mr. Cowan responded one of the biggest changes has been the creation of the Executive Committee. The Executive Committee is getting together on a monthly basis and talking about the operational capacity and capabilities of the center. As well as working collectively on how to operate better. Whether it is from an IT standpoint, personnel standpoint, or resources standpoint, we have to be planning for 2030. The Sheriff has said he wants to be looking at what the next evolution of communication is. He no longer wants to be utilizing technology from 2015/2016. He wants to be utilizing technology that is going to make it more efficient and effective, whether that is texting to 911 or how citizens access 911. To answer Mr. O. Walker's question, the Executive Committee coming together on a monthly basis and communicating about how the operations of the center can improve. The Sheriff has brought in Stephany Snowden as the Director of Communications. She is a collaborator and a team builder. She will work with the Executive Committee, and the 911 Team to take the center to a new level. Over the last several years, as we have been working through this process we have been researching the industry standards (i.e. What are other agencies, counties, cities doing to make themselves more fiscally responsible and more effective and efficient?)

Ms. Mackey inquired if the citizens would be effected by this 911 change or would it be an internal shift.

Mr. Cowan responded this is more of a managerial shift and the citizens should not see a change in their 911 service. As we continue to collaborate, and work together through the processes, there may be more efficiencies that occur. There will only be improvements going forward.

Ms. McBride inquired if there is a timeframe for the completion, to include moving into a facility.

Mr. Cowan responded they have to do things methodically to ensure it is what works best for County and City Council, as well as the citizens. There is not a definitive timeline, but we have outgrown the present center.

Ms. Mc Bride inquired if there were any main issues Council should start looking at or know about.

Mr. Cowan responded the main issues will be to continue supporting the existing personnel and needed resources to have a top of the line 911 center for all citizens of Richland County. In addition, as they come back to Council with potential problems and solutions, you help them identify those and put them into place quickly.

Mr. Brown stated one of the areas that has not been fully fleshed out is how we work with the City, as it relates to personnel. This is one of the decision points that will have to come before Council.

11. **REPORT OF THE INTERIM CLERK OF COUNCIL** - No report was given.

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

13. **OPEN/CLOSE PUBLIC HEARINGS**

- a. Authorizing the Execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Cross to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – No comments were received.

14. **APPROVAL OF CONSENT ITEMS**

- a. 20-037 MA Brian K. Smith HI to GC (7.3 acres) Farrow Road and Clemson Road TMS# R17400-04-04 – Ms. Barron moved, seconded by Mr. Malinowski, to approve this item.

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

Not Present: J. Walker

The vote in favor was unanimous.

15. **THIRD READING ITEMS**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Cross to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Ms. McBride moved, seconded by Mr. O. Walker, to approve this item.

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

Not Present. J. Walker

The vote in favor was unanimous.

16 **SECOND READING ITEMS**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to

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[Project Centrum]; and other related matters – Ms. McBride moved, seconded by Mr. O. Walker, to approve this item.

Mr. Malinowski noted on p. 60 there is usually dates for the different readings. He requested the date for First Reading be added prior to Third Reading.

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

Opposed: Malinowski

The vote was in favor.

- b. Authorizing the first amendment to the master agreement governing the Forest Acres Business Park between Richland County and Fairfield County; authorizing the first amendment to intergovernmental agreement between Richland County and the City of Forest Acres; and other related matters - Ms. Newton moved, seconded by Ms. McBride, to approve this item.

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

Not Present: J. Walker

The vote in favor was unanimous.

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

- a. Authorizing the execution and delivery of an assignment by Tyson Prepared Foods, Inc. ("TPF") of a 2017 fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and TPF to Project Charlie; the execution and delivery of an assignment by TPF to Project Charlie of a 1996 fee-in-lieu of taxes agreement in the form of a lease agreement by and between Richland County, South Carolina and TPF; the execution and delivery of an amendment to the 2017 fee in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and TPF; and other related matters. [FIRST READING]. – Ms. McBride stated this company is contemplating a \$54.2M investment that would create 330 jobs at an average hourly rate of \$18.62. The committee recommended approval of this item.

Ms. Terracio thanked the Economic Development Committee Chair for sharing additional information about the investment, jobs and salary. She believes it will be beneficial for the citizens to know these details.

Mr. Malinowski inquired, when Tyson Food had their fee-in-lieu agreement in October 2017, if it was a 10-year agreement.

Mr. Ruble responded it was a 20-year agreement, What we offered was to extend the investment period which was a 5-year period, so the company could contribute additional investment into the window.

Mr. Malinowski stated, for clarification, the original company has not invested their \$9M.

Mr. Ruble replied he believes the original company achieved their goals, but that is a mute issue

because the original entity has closed their offices. We would assume the new investment would go toward the new company's investment obligation.

Mr. Malinowski requested clarity on the investment period. "For purposes of this Fee Agreement, the Investment Period is expected to end (unless the Commencement Date is later than December 31, 2017), on December 31, 2027." He inquired if we knew the Commencement Date on this and why we are putting a question mark in here from 3 years ago.

Mr. Ruble responded he does not have the answer tonight, but he will speak with the attorneys and provide an answer by Second Reading.

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

Present: J. Walker

The vote in favor was unanimous.

- b. Approving the declaration of covenants, conditions and restrictions for the Blythewood Business Park; and other related matters – Ms. McBride stated the committee recommended approval of this item. As part of the development of Blythewood Business Park, we are proposing a set of covenants and restrictions that will guide the growth in the park assuring all construction will align with the County and community's expectation for a Class A development.

Mr. Malinowski inquired if this is a one reading item.

Mr. Ruble responded in the affirmative.

Mr. Malinowski stated he received this 20+ page document on Friday afternoon, and has questions on 8 or 9 of those pages. He does not want to delay the meeting tonight, but it seems there are lot of items relating to the rules that leaves the door open for exceptions. He would like the opportunity to send his questions to Mr. Ruble, and have this item brought back at the next meeting.

Mr. Malinowski moved, seconded by Ms. Newton, to defer this item.

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

Not Present: J. Walker

The vote for deferral was unanimous.

Additionally, Mr. Malinowski requested information regarding Exhibits A and B.

18. REPORT OF THE RULES AND APOINTMENTS COMMITTEE

a. NOTIFICATION OF VACANCIES

- 1. a. Accommodations Tax – Five (5) Vacancies (ONE applicant must have a background in the lodging industry, THREE applicants must have a background in the hospitality industry, and

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ONE applicant will fill an At-large seat)

b. Board of Assessment Appeals – One (1) Vacancy

c. Board of Zoning Appeals – One (1) Vacancy

d. Building Codes Board of Appeals – Six (6) Vacancies (ONE applicant must be from the Architecture Industry, ONE from the GAS Industry, ONE from the Building Industry, ONE from the Contracting Industry & TWO from Fire Industry as alternates)

e. Business Service Center – Four (4) Vacancies (TWO applicants must be from the Business Industry and TWO applicants must be a CPA)

f. Central Midlands Council of Governments – Five (5) Vacancies

g. Community Relations Council – Eight (8) Vacancies

h. East Richland Public Service Commission – Two (2) Vacancies

i. Employee Grievance Committee – Six (6) Vacancies (MUST be a Richland County employee; 2 seats are alternates)

j. Hospitality Tax – Five (5) Vacancies (TWO applicants must be from the Restaurant Industry)

k. Internal Audit Committee – Two (2) Vacancies (applicant with CPA preferred)

l. Lexington Richland Alcohol Drug Abuse Council – One (1) Vacancy

m. Music Festival – Two (2) Vacancies

n. Planning Commission - Three (3) Vacancies

o. Procurement Review Panel – Two (2) Vacancies – (One applicant must be from the public procurement arena & one applicant must be from the consumer industry)

p. Richland Library Board of Trustees – One (1) Vacancy

q. Richland Memorial Hospital Board of Trustees – Two (2) Vacancies

r. River Alliance – One (1) Vacancy

s. Riverbanks Park Commission – One (1) Vacancy

t. Transportation Penny Advisory Committee (TPAC) – Five (5) Vacancies

Mr. Malinowski stated the committee recommends advertising/re-advertising items item

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1(a) – 1(u), with the exception of item 1(b).

Ms. Newton inquired about the deadline for citizens to apply for these vacancies.

Ms. Onley responded March 5th.

Ms. Terracio inquired why the notification for the Airport Commission was removed.

Mr. Malinowski responded the committee was informed by Mr. Eversmann the 2 vacancies had been filled.

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

Present: J. Walker

The vote in favor was unanimous.

b. NOTIFICATION OF APPOINTMENTS

1. Lexington Richland Alcohol and Drug Abuse Council (LRADAC) – 2 – Mr. Malinowski stated the committee recommended appointing Mr. Harold C. “Harry” Ward and Ms. Michelle Drayton.

Mr. Livingston inquired if any of the applicants were incumbents.

Mr. Malinowski responded they were not.

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

Not Present: J. Walker

The vote in favor was unanimous.

2. Midlands Workforce Development Board - 2 (Private Sector) – Mr. Malinowski stated the committee recommended appointing Ms. Maranta White and Ms. Sheena Thompson.

He noted, for the benefit for the new Council members, this particular entity usually recommends individuals they believe will work the best for them, but other individuals are welcome to apply.

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

Present: J. Walker

The vote in favor was unanimous.

19. OTHER ITEMS

- a. Move to remit the \$300,000 private donation (negotiated by Councilwoman Dalhi Myers and Councilman Chip Jackson) earmarked for the Taylors Community to Richland County Parks & Recreation under an IGA, to be designated as funding for the Taylor's Community Park, promised and fully funded, as part of an Economic Development plan for the Reign Community on Shop Road before December 31, 2020. These funds were donated beginning in 2017 prior to the construction of the 2,000 bed new Reign Community, which is now complete. RC staff has not begun planning or construction on the fully funded park – Mr. Brown noted there are meeting notes in the agenda packets that reference the conversation in the November A&F Committee. The last time they check back on this item, they were able to identify language in the Economic Development Agreement that talked about where the funds came from, in terms of what was happening with the park. Discussions had begun with the Recreation Commission, and that is where the item rests. The Community Planning and Development Department has been working with the Recreation Commission to determine whether this is something the Recreation Commission could take on.

Mr. Livingston inquired about the communication between the Recreation Commission and staff.

Mr. Brown responded there have been initial conversations, but there have been no commitments by the Recreation Commission to move forward with the development of a park in this area.

Mr. Voignier stated all the information about this particular park are included in the agenda packet. There have been additional conversations with the Recreation Commission about the Atlas Road Park, which is not related to this particular agenda item.

Ms. A. Myers stated, per her notes, the last direction Council delivered was for the County Attorney's Office was to advise Council on what steps needed to be taken in order to deliver the park or the funds to the Taylors community.

Ms. McLean stated the last involvement Legal had on this was the drafting of an intergovernmental agreement with the Recreation Commission. Legal has had no involvement in this process from the beginning. The intergovernmental agreement was based on comments they got from Ms. Powell and Mr. Voignier. She stated, at the time, they were not in any way in agreement with the Recreation Commission on how this might go down. Mr. Voignier sent her a draft the Recreation Commission presented to the County, which Legal had not seen. Basically, it was a master agreement for all parks the Recreation Commission would take over on behalf of the County. Legal can go in any direction Council would like. If Council would like the County to own this park, build this park and hand it over to the Rec Commission, it would have to be negotiated. Based on the agreement the Recreation Commission sent, it does not seem likely, but that is a path we could try. The other option is to give the funds to the Recreation Commission with an agreement saying what they have to spend it on.

Ms. Newton stated her understanding was the \$300,000 was negotiated and would be provided for recreation for the community. Effective December 2020, all of the funds have been paid to the County. As it relates to the Recreation Commission, they have not agreed to accept responsibility for the park.

Mr. Brown responded in the affirmative.

Ms. Powell stated the answer to those questions would be 'yes', but she added staff was not aware of any Council motion that directs the funds to be used for a park.

Ms. Newton inquired if it would be appropriate to make a motion that would give staff a clear direction. From her perspective, there are so many details that are unclear it would be along the lines of directing Administration and Legal to come to Council with a plan for how these funds might be used for recreation for this community, which would give Administration and Legal the latitude to recommend options.

Ms. Barron noted, from what she read, these funds were for recreation. It does not state that it has to go through the Recreation Commission. She is concerned if they have not responded at this point, they may not be willing to manage the project. Having several parks in her district, and having conversations with the Recreation Commission, she would like for us to do our due diligence in instructing Mr. Brown, his staff and Legal to be able to explore creative options that would not include the Recreation Commission.

Mr. Livingston stated the funding was designated for a particular area. Richland County is not directly responsible for recreation. He thought staff suggested we consider establishing an MOU with the Recreation Commission and let them decide what the appropriate use of the funding and location would be.

Ms. McBride stated it appears we are under legal obligation to use the \$300,000 for a recreational program in the Taylors community, based on the donation.

Ms. McLean responded it is a possibility. She does not know how the donation was initially negotiated. She does not know what our representations to the developer were. It appears it was for somewhat recreation facility in that area. She stated she would need additional information before she could answer the question definitively.

Ms. McBride agrees with Ms. Barron, she is concerned about giving the funds to the Recreation Commission without a detailed plan on how it would be used.

Mr. Malinowski inquired if we cannot come to an agreement with the Recreation Commission, could we give the money back. He noted staff pointed out that additional cost for recurring park maintenance would occur, and we need to take that into consideration. It is fine for somebody to give you funding to build the park, but then the County is responsible for the increase in the budget for maintenance and staffing.

Ms. Newton stated she would like for Legal to review the documentation and come back with their option. She noted she spoke with the attorney who represented the developer on this project to ask some clarifying questions. Her understanding is those funds were clearly donated for the purpose of recreations in this community. She would suggest for staff to come back with a plan that could include a number of options. At this point, her impression is the Recreation Commission does not have a desire to manage this project.

Ms. McBride stated she believes the needs of the community have been identified. She would hate to see us not do something to address the identified need. She noted we have a lot of expertise on our staff and we may have someone on staff that can provide options for this to be done.

Ms. Powell responded staff is willing, and able, to look at an array of options and come back to Council with some to choose from. Their stagnation has been that there has not been a clear motion from the policy making body as to what these funds should be used for.

Ms. Barron stated if the Recreation Commission would like to serve in the capacity of giving us guidance on the best way of using these funds, she would encourage Council to use them and their expertise. Also, looking at nontraditional ways of how we can still serve this community with the funds that have been given to us through some of our non-profit organizations or other partner organizations within the community. Based on what she read, it is about bringing recreation to the community. The method is not clear. She would encourage staff to be creative in bringing this to the community and give them the resources they need.

Ms. Newton moved, seconded by Ms. Barron, to designate the \$300,000 donated by Reign for recreation in the Taylor's community, to direct staff and Legal to collaborate with the Recreation Commission to present a plan to use those dollars for recreation in Taylors, and to provide an update on that plan to Council in the next 45 days.

Mr. Malinowski inquired if the motion should include the worst-case scenario that we would return the funds.

Mr. Livingston responded when they come back with the update we can make that decision.

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

Not Present: J. Walker

The vote in favor was unanimous.

20. **EXECUTIVE SESSION** – There were no items for Executive Session.
21. **MOTION PERIOD** – There were no motions.
22. **ADJOURNMENT** – The meeting adjourned at approximately 7:39PM



Richland County Council
Zoning Public Hearing
February 23, 2021 – 7:00 PM
Zoom Meeting

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

OTHERS PRESENT: Michelle Onley, Leonardo Brown, Tamar Black, Angela Weathersby, Kyle Holsclaw, Lori Thomas, Ashiya Myers, Ashley Powell, Elizabeth McLean, Brian Crooks, Geo Price, Tommy DeLage, Clayton Voignier, Lauren Hogan, Brittney Hoyle-Terry, Randy Pruitt, Ronaldo Myers and Tina Davis Gooden

II. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:01 PM.

III. **ADDITIONS/DELETIONS TO THE AGENDA** - There were not additions/deletions to the agenda.

IV. **ADOPTION OF AGENDA** – Ms. McBride moved, seconded by Mr. O. Walker, to adopt the agenda as published.

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

Not Present: J. Walker

The vote in favor was unanimous.

MAP AMENDMENTS [ACTION]

V.

1. Case # 20-031 MA
Jim Chapman
M-1 to RM-MD (39.47 acres)
Rivkin Blvd
TMS# R22807-01-07 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

Mr. Bobby Fuller and the applicant, Mr. Jim Chapman submitted comments in favor.

Ms. Gail Bragg, Ms. Heather Alexander, Col. Maxie and Karen Joye, Ms. Kathleen Lenti, Ms Polly Andrew, Ms. Gretchen Schoel, and Mr. Ramon M. Mejia, Ms. Marta Tremolada, Mr. Amedeo and Amy Zefferino, Mr. Eddie Tremolada, Ms. Jan Sowell, Mr. Angelo Tremolada, Ms. Miriam Scari Tremolada, Ms. Betty Parker, Mr. Steve and Karen DeLine, Ms. Karen Pedersen, Mr. William Jefferson Bryson, Dr. Jennifer Bonovich, Mr. Mario Cepeda, Ms. Susana Rendon, Mr. Greg and Carole Sox, Ms. Deborah Conroy, Mr. Janes and Carolina Jones, Mr. Robert and Mary Jane McClendon, Ms. Lois J. Turner, Mr. George and Anna Pocisk, Ms. Connie M. Ginsberg, Mr. Leon Ginsberg, Mr. Vijay Peddireddy, Mr. Michael Steward, Ms. Stephanie Estep Cordum, Ms. Joyce D. Freeman, Ms. Madison Whathen, Mr.

**Zoning Public Hearing
February 23, 2021**

Morgan Stanchak, Mr. Phil Turner, Mr. Don Billet, Ms. Amy Medeiros, Mr. Coleman Chambliss, Mr. Will Kuhne, Ms. Leah Smith-Kates, Ms. Cristina di Mauro, Ms. Sherry Whatley, Rev. Alston Lippert, Ms. Kathleen Rush, Ms. Hannah Grace Wathen, Mr. Bob and Carol McAlister, Mr. Devin Patterson, Ms. Diana Rubinger, Mr. Thomas and Cindy Brandt, Ms. Brenda Needle, Mr. Steve and Wendi Spratt, Ms. Susan Wooten, Mr. Jong Kim, Ms. Cinda Wathen, Ms. Stacey Dombalis, Mr. Joe Pate, Ms. Laura T. Goodrich, Mr. Ryan Wathen, Ms. Joy Younan, Ms. Jolene Vallone, Mr. James Leonard, Mr. Robert McBeth, Ms. Sonya Y. Ridgill, and Ms. Polly Andrews submitted comments in opposition.

Based on the amount of comments received, Council limited the number read during the public hearing. Those comments not read during the meeting will be placed into the official record.

The floor to the public hearing was closed.

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

Ms. Mackey stated, for the record, although Council they did not publicly hear all of the comments received, she did read all the comments. She has spoken with the Wildwood HOA president. She personally responded to approximately half the submitted comments. The developer and the HOA president have been talking and are working on an agreement Wildwood would be comfortable with. Her vote today is to allow them time to continue having these conversations to reach an agreement, so we can move forward and the residents can feel like their voices have been heard and everyone is comfortable with the re-zoning.

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

Not Present: J. Walker,

The vote in favor was unanimous.

2. Case # 20-033 MA
Yani G. Mouratev
RR to HI (69.93 acres)
115 Tims Road
TMS# 06600-02-12 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The applicant, Mr. Jimmy Fleming, as well as, Mr. William Vinson, Jr. and Mr. Tim Vinson submitted comments in favor.

The floor to the public hearing was closed.

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

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

Present but Not Voting: O. Walker

Not Present: J. Walker

**Zoning Public Hearing
February 23, 2021**

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The vote in favor was unanimous

3. Case # 20-039 MA
Will Unthank
NC to GC (.86 acres)
9366 and 9370 Two Notch Road
TMS# R19908-03-23 & 07 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The applicant, Mr. Will Unthank, submitted comments in favor.

The floor to the public hearing was closed.

Ms. McBride moved, seconded by Mr. Malinowski, to approve this item.

Mr. Malinowski noted on p. 23 it states you cannot rezone for less than two (2) acres except when changes involve as extension of the same existing zoning district boundary. When you look on p. 22, he does not see how this is the same existing zoning boundary because GC is several lots away and the site is bordered on each side by NC.

Mr. Price responded, according to the rules of construction within the Richland County's Land Development Code, if you have at least 15 feet that is adjacent to a commercial zoning designation that would be considered contiguous.

Mr. Malinowski stated, for clarification, across the street would count as well.

Mr. Price responded in the affirmative.

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

Present but Not Voting: Newton

Not Present: J. Walker

The vote in favor was unanimous.

4. Case # 20-040 MA
Kevin Steelman
RU to RS-LD (15.14 acres)
Rimer Pond Road
TMS# R17800-04-70 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The applicant, Mr. Kevin Steelman, submitted comments in favor.

Ms. Brenda W. Timme, Mr. Clarence Timme, Sr.; Mr. Clarence Timme, Jr.; Stephanie Haas, Mr. Trey Hair, Ms. Charlene P. Lawyer, Ms. Liz Miller, Ms. Tracy Hair, Mr. McKenzie Scott, Ms. Kristyne Hall, Mr.

Rob Richards, Mr. Mike O'Keefe, Ms. Kimberly Glover, Mr. Richard Sanders, Mr. Allen Prosswer, Mr. Jimmy Mudd, Mr. Shawn O'Rourke, Mr. Donnie and Carol Peake, Mr. Robert Clift, Ms. Lisa Lanpher, Mr. Scott Kingsmore and Mr. Steven Traynum submitted comments in opposition.

The floor to the public hearing was closed.

Based on the amount of comments received, Council limited the number read during the public hearing. Those comments not read during the meeting will be placed into the official record.

Mr. Pugh moved, seconded by Ms. Terracio, to deny the re-zoning.

Ms. Barron stated the concerns of the constituents of Rimer Pond Road, and the surrounding areas, are valid and one of which we need to further research. We have had several conversations, whether formally or offline, about the importance of smart growth in Richland County. This is a prime example of where we need to dial back a little bit and look at different way and alternatives as we look forward to knowing Richland County is a place where people want to come, live and work. However, when they get here we do not want it to be burdensome for a parent to attend a school meeting just around the corner. She encouraged her colleagues, as well as staff, as we look forward to receiving these applications in the future, we do our due diligence.

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

Present but Not Voting: Newton

Not Present: J. Walker

The vote in favor of denial was unanimous.

5. Case # 20-041 MA
Hossein Alizadeh
RS-HD to NC (.37 acres)
4501 Sheraton Road
TMS# R13416-02-01 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The applicant, Hossein Alizadeh, submitted comments in favor.

Sen. Darrell Jackson, Mr. Elijah and Lillian Green, Roger Leaks, Ms. Daisy Lockridge, Ms. Cynthia Lockridge, and Mr. Alvin (Champ) Smith submitted comments in opposition.

The floor to the public hearing was closed.

Based on the amount of comments received, Council limited the number read during the public hearing. Those comments not read during the meeting will be placed into the official record.

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

Ms. English stated this location is in the midst of the subdivision. When residents are sitting on their porches they are looking directly at this location.

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

Not Present: J. Walker

The vote in favor of denial was unanimous.

- 6. Case # 20-042 MA
Gita Teppara
RS-MD to RM-MD (6.2 acres)
Sloan Road and Dorichlee Road
TMS# R20101-05-01 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The applicant, Gita Teppara, submitted comments in favor.

Mr. Charles L. Dowey, Mr. Carl Barksdale, and Mr. Robert Huntley submitted comments in opposition.

The floor to the public hearing was closed.

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

Ms. Barron stated she has spoken with one of the community leaders. Although he did express his concern, he understands development in this area is a necessity, and the community is open to exploring option in this particular area. However, as stated in one of the letters, it is imperative that developers understand they need to speak to the community before submitting applications or assuming it is okay to just build across the street from an established community.

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

Not Present: J. Walker

The vote in favor was unanimous.

- 7. Case # 20-043 MA
Jeff Baker
NC to GC (.8 acres)
1630 and 1636 Leesburg Road
TMS# R19203-11-05 & 06 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The applicant, Mr. Jeff Baker, submitted comments in favor.

Mr. Thomas Merrifield submitted comments in opposition.

The floor to the public hearing was closed.

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

Ms. Newton stated she has visited the area several times and is familiar with it. She noted the zoning is consistent with the zoning surrounding the property, and is consistent with other businesses in the area.

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

Not Present: J. Walker

The vote in favor was unanimous.

8. Case # 20-044 MA
Alexis Kisteneff Jr
RS-HD to RM-HD (.20 acres)
3921 Capers Avenue
TMS# R13805-03-19 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The applicant, Mr. Alexis Kisteneff, Jr. submitted comments in favor.

The floor to the public hearing was closed.

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

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

Not Present: J. Walker

The vote in favor was unanimous.

9. Case # 21-001 MA
Richard Miskie/Brian C Keane
RU to RS-LD (1.81 and 1.96 acres)
Old Road
TMS# R01414-01-01 & 02 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The applicant, Mr. Brian C. Keane, submitted comments in favor.

Mr. Barry Crabtree, Mr. David and Robyn Smith, Ms. Shirley Lowman, Mr. Bryan Potts, Mr. Charlie and Charlene Harden, Dr. and Mrs. Francis Burriss, Mr. Mike and Vicki Sloan, Ms. Becky McPhatter, Mr. Greg and Tina McCaskill, Mr. Henry Martin and Mr. Frank Wayne Cabaniss submitted comments in opposition.

The floor to the public hearing was closed.

*Based on the amount of comments received, Council limited the number read during the public hearing.
Those comments not read during the meeting will be placed into the official record.*

Mr. Malinowski moved, seconded by Ms. Newton, to deny the re-zoning.

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

Not Present: J. Walker

The vote in favor of denial was unanimous.

10. Case # 21-002 MA

John Swistak
PDD to RM-HD (2.6 acres)
S/E Rice Meadow Way
TMS# R20310-07-02 & 03 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The applicant, Mr. John Swistak, submitted comments in favor.

Ms. Carolyn Kennedy submitted comments in opposition.

The floor to the public hearing was closed.

Mr. O. Walker stated he had an opportunity to engage the community. He also heard from the developer. What he discovered is that there has not been any meaningful engagement with the community on this project with this particular development. His constituents made it clear to him they feel they have not been heard.

Mr. O. Walker moved, seconded by Mr. Malinowski, to defer this item to the March Zoning Public Hearing. There will be an additional public hearing.

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

The vote in favor of deferral was unanimous.

11. Case # 21-003 MA

Walter L. McLaughlin Jr.
RU to GC (.33)
10400 Broad River Road
TMS# R03300-06-08 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The applicants, Mr. Walter and Donna McLaughlin submitted comments in favor.
The floor to the public hearing was closed.

**Zoning Public Hearing
February 23, 2021**

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Mr. Malinowski noted he is familiar with Mr. McLaughlin and the situation the Penny Tax has put him in.

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

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

Not Present: J. Walker

The vote in favor was unanimous

VI **OTHER BUSINESS** - There was no other business.

VII. **ADJOURNMENT** - The meeting adjourned at approximately 8:23PM.



Report of the County Administrator

Regular Session Meeting – March 2, 2021

CORONAVIRUS UPDATE:

1. COVID 19 Statistical Data

The information in the corresponding attachments is specific to Richland County and provides an overview of the prevalence of COVID 19 in Richland County. The source of this information is the South Carolina Department of Health and Environmental Control (SCDHEC).

2. COVID 19 Relief Update

Emergency Rental Assistance Program. Richland County applied for funding and has been awarded \$12,573,547.40 for the ERA Program. The program targets renter households. The Coronavirus Ad Hoc Committee met on Feb. 25th and received a presentation detailing the framework for our local program. A follow up meeting is anticipated within the next two weeks.

3. COVID-19 Testing & Mask Giveaway Events

District 2 - The events are scheduled through April on the second Saturday of each month in Blythewood and the last Saturday of each month in St. Andrews:

- 9 a.m.-1 p.m. Saturday March 13, April 10 at Doko Manor Park, 100 Alvina Hagood Circle
- 9 a.m.- 1 p.m. Saturday Feb. 27, March 27, April 24 at St. Andrews Park, 920 Beatty Road, Columbia

ADDITIONAL UPDATES FOR CONSIDERATION:

- Continued Partnership with PRISMA Health: Using Sears facility to administer COVID 19 testing.
- Budget Calendar
- Sewer Rate Increase Update

ATTACHMENTS:

1. COVID-19 Statistical Data
2. COVID-19 Vaccine Myths & Facts
3. COVID-19 Vaccine Frequently Asked Questions
4. COVID-19 Vaccine Flow in South Carolina
5. What COVID-19 Vaccination Phase am I in?
6. Budget Calendar
7. Approved Sewer Rate Increase

Tests

553,212

Cases

40,962

Hospitalizations

1,269

Deaths

Attachment 1

491

Two Week Cumulative Incidence Rate

The Two-Week Cumulative Incidence Rate includes new (confirmed) cases reported in the past two weeks (2/10/2021 -2/23/2021) per 100,000 people. The rate describes recent incidence of COVID-19 infection to capture the potential burden of currently ill people who may be infectious and/or accessing healthcare.

Select a [county](#) to display county-specific information

Click the county again to return to the full state map



Low; 0-50

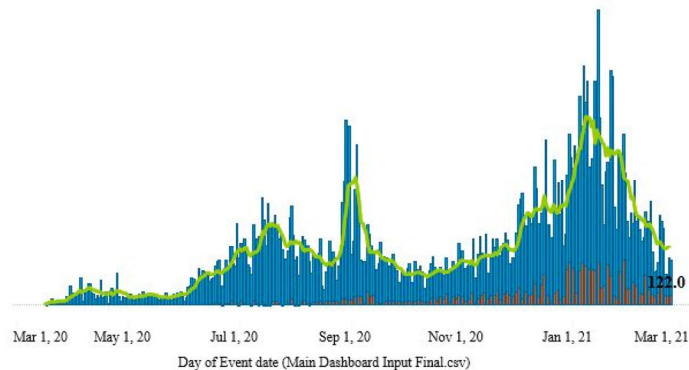
Moderate; 51-200

High; >200

COVID-19 Cases per Day

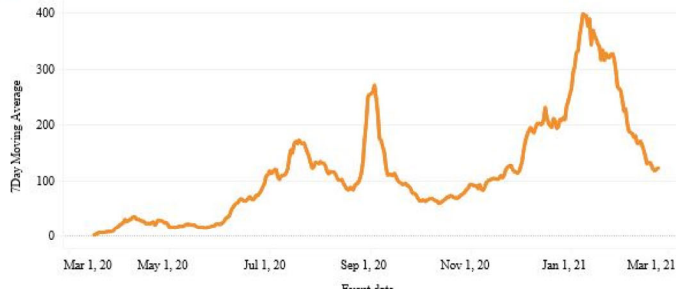
County Displayed: Richland

Count of Confirmed Cases
Count of Probable Cases
Moving Average 7d



7-Day Moving Average of reported COVID-19 Cases, by Public Health Region

Midlands



Number of Tests

553,212

2/29/2020



Select Date Range to Filter Page Values

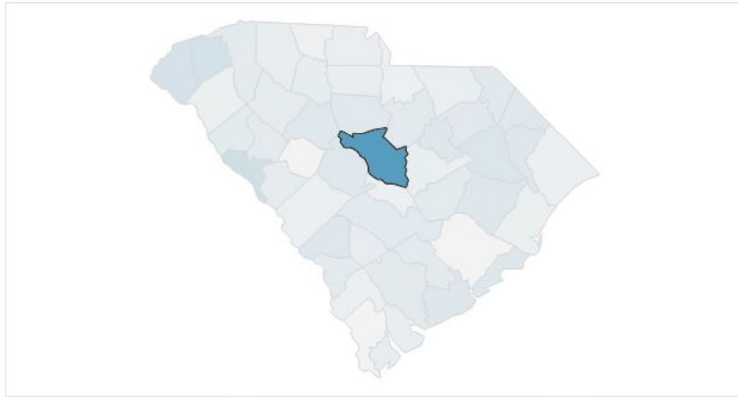
2/23/2021



Percent Positive

9.8%

Rate of COVID-19 Tests Performed per 10,000 population, by County



Type of COVID-19 Tests Being Performed

	Negative	Positive	Grand Total
Antibody (Serology)	9,495	3,306	12,801
Antigen	43,126	8,127	51,253
Unknown	17		17
Viral (Molecular)	441,270	47,871	489,141
Grand Total	493,908	59,304	553,212

13.4% of all COVID-19 diagnostic testing has occurred at the Public Health Laboratory

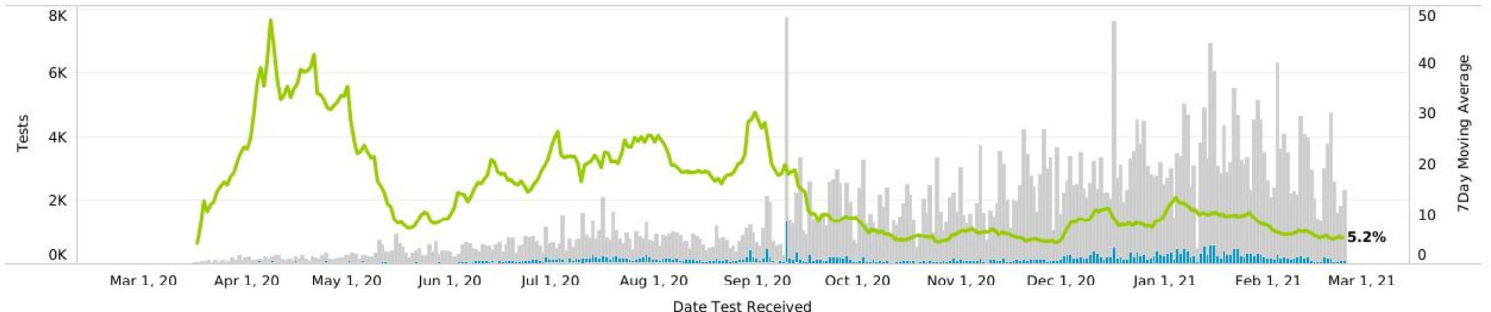
Note: This table represents volume of tests received and not distinct individuals tested. Individuals may have multiple tests.

*Unknown Test Types refer to tests with an unrecognized test type. As we continue to investigate unknown test types they will be reassigned as more information becomes available.

Moving 7 Day Average Percent Positive of COVID-19 Tests

Note: Tooltips Display Percent Positive for the current day and moving 7 day average. Percent Positive is calculated using the Test/Test method.

- Total Viral (Molecular) Tests
- Count of Positive Viral Tests
- 7d Moving Average Percent Positive



COVID-19

Myths & Facts

MYTH: You only need to be tested if you have symptoms of COVID-19.

FACT: Most people won't have symptoms. Getting tested is the only way to know if you have COVID-19 and could make others sick.

MYTH: I tested negative, so I don't need to get tested again.

FACT: Tests tell if you have the virus at that time. You could still get it later. If you're out in the community, get tested at least once a month.

MYTH: The vaccine can't be safe because of how quickly it was made.

FACT: Making a vaccine usually takes years. However, scientists had a head start on these vaccines. They had started work on coronavirus vaccines during past outbreaks. That earlier work helped scientists quickly make vaccines to protect against the virus that causes COVID-19.

MYTH: The government is experimenting on people with the vaccine.

FACT: The FDA uses science and looks closely at all new vaccines to be sure they are safe and they work. The agency takes great care to be sure no one group is left out of the process or harmed by this vaccine. No vaccine is released until it has been well tested and goes through the same process all vaccines do.

MYTH: The COVID-19 vaccine has the virus in it.

FACT: Not true. The vaccine doesn't contain live or a weakened virus in it. The vaccine contains the gene for a virus protein only. This means you can't get COVID-19 from the vaccine.

MYTH: It's just the flu.

FACT: This is not the flu. The flu and COVID-19 are caused by different viruses. COVID-19 spreads more easily than flu and causes more serious illnesses in some people. The flu was linked to about 34,200 deaths during the 2018-2019 season. To date, over 460,000 Americans have died from COVID-19.

MYTH: Home remedies can cure COVID-19.

FACT: There is no cure. The best ways to avoid getting sick with COVID-19 are:

- wear a mask
- keep 6 feet away from others
- avoid crowds and large gatherings
- wash your hands often
- get vaccinated when it's your time



Visit scdhec.gov/COVID19 for more information.

Mitos y realidades

MITO: Solo necesita hacerse la prueba si tiene síntomas de COVID-19.

REALIDAD: La mayoría de las personas no tendrán síntomas. Hacerse la prueba es la única manera de saber que tiene COVID-19 y que podría contagiar a los demás.

MITO: La prueba me ha dado negativa, así que no necesito hacerla otra vez.

REALIDAD: Las pruebas dicen si tiene el virus en ese momento. Podría contraerlo más adelante. Si tiene contacto con la comunidad, hágase la prueba al menos una vez al mes.

MITO: La vacuna no puede ser segura debido a la rapidez con la que se elaboró.

REALIDAD: Desarrollar una vacuna normalmente lleva años. Sin embargo, los científicos se adelantaron a estas vacunas. Habían comenzado a trabajar en vacunas contra el coronavirus durante los últimos brotes. Ese trabajo anterior ayudó a los científicos a fabricar rápidamente las vacunas que protegen contra el virus que causa la COVID-19.

MITO: El gobierno está experimentando en las personas con la vacuna.

REALIDAD: La Administración de Alimentos y Medicamentos (Foods and Drugs Administration, FDA) usa la ciencia y examina detenidamente las nuevas vacunas para asegurarse de que sean seguras y que funcionen. La agencia tiene mucho cuidado para asegurarse que ningún grupo quede fuera del proceso o se vea perjudicado por esta vacuna. No se lanza ninguna vacuna hasta que no haya sido probada y haya pasado por el mismo proceso que pasan todas las vacunas.

MITO: La vacuna contra la COVID-19 contiene el virus.

REALIDAD: Falso. La vacuna no contiene virus vivos ni debilitados. La vacuna solo contiene el gen de una proteína del virus. Esto significa que no se puede contraer COVID-19 a partir de la vacuna.

MITO: es solo gripe.

REALIDAD: No es gripe. La gripe y la COVID-19 son causadas por diferentes virus. La COVID-19 se propaga con mayor facilidad que la gripe y causa enfermedades más graves en algunas personas. La gripe estuvo asociada con unas 34 200 muertes durante la temporada 2018-2019. Hasta la fecha, han muerto más de 460 000 estadounidenses de COVID-19.

MITO: Los remedios caseros pueden curar la COVID-19.

REALIDAD: Todavía no existe una cura. Las mejores maneras de evitar enfermarse de COVID-19 son las siguientes:

- utilizar una mascarilla
- mantener una distancia de 1.5 m (6 pies) de los demás
- evitar las multitudes y las reuniones grandes
- lavarse las manos con frecuencia
- vacunarse cuando sea su turno



THE COVID-19 VACCINE FREQUENTLY ASKED QUESTIONS

Our top priority is to save lives. Everyone will have a chance to get the vaccine. But, the number of doses is currently limited in South Carolina like in all states. Please be patient, learn what phase you're in and follow the guidance of public health officials. This will allow us to ensure those at highest risk and those who keep us alive are vaccinated first.

Below are answers to commonly asked questions about COVID-19 vaccination. You can call 1-866-365-8110 or visit scdhec.gov/vaxfacts if you have more questions.

Who can get the vaccine?

Front-line medical workers, long-term care facility residents and staff, and everyone 65 and older are among those prioritized for Phase 1a vaccine distribution. See the list of eligible people at scdhec.gov/vaxfacts for details.

As additional vaccines are approved and vaccine supplies increase, COVID-19 vaccine will be available for everyone.

How will I know when I can get the vaccine?

DHEC and its partners will notify the public by using several communication methods: news release, website and social media updates – as well as public service announcements; print, radio and TV ads, community-level outreach, direct mailers and other forms of outreach to ensure South Carolinians know when it's their time to receive vaccine. Health care providers will also notify their patients.

How can I get a vaccine?

Vaccines are given by appointment. Anyone eligible to be vaccinated should make an appointment at a location currently offering appointments.

You can use our vax locator map at scdhec.gov/vaxlocator to find the contact location for a facility near you or call 1-866-365-8110 between 7 a.m. and 7 p.m. seven days a week.

Are COVID-19 vaccines safe?

Yes. COVID-19 vaccines are safe and effective. No vaccine will be released until it has passed the same tough scientific and clinical testing that all vaccines in development are held to.

How can a safe vaccine be made so quickly?

Making a vaccine usually takes years. However, scientists had a head start on these vaccines. They had started work on coronavirus vaccines during past outbreaks. That earlier work helped scientists quickly make vaccines to protect against the virus that causes COVID-19.

Is the COVID-19 vaccine a live vaccine?

No. The vaccine doesn't contain live or a weakened virus in it. The vaccines contain the gene for a virus protein only. This means you can't get COVID-19 from the vaccine.

What are the side effects of the vaccine?

Any vaccine or medication can cause side effects. These are typically minor, such as a sore arm or low-grade fever, and go away within a few days. Like all vaccines, COVID-19 vaccines are not approved until clinical trials show they are safe and effective. Safety is the top priority. Results from the first COVID-19 vaccines show no serious side effects.

How much will it cost me to get a vaccine?

The federal government is providing the vaccine free of charge to all people living in the United States. Vaccination providers can be reimbursed for vaccine administration fees by the patient's public or private insurance company or, for uninsured patients, by the Health Resources and Services Administration's Provider Relief Fund. No one can be denied a vaccine if they are unable to pay a vaccine administration fee, and no one should receive a bill for receiving the vaccine.

Anyone who has received their vaccine and has a question about any charges, fees or associated costs should contact their vaccine provider.

Will more than one dose of COVID-19 vaccine be required?

Both vaccine brands currently available require two shots. The Pfizer-BioNTech vaccine requires two shots 21 days apart. The Moderna vaccine requires two shots 28 days apart. You must receive both shots of the same type of vaccine: either two shots of Pfizer or two shots of Moderna.

It's possible that future COVID-19 vaccines may require one shot.

How will I know when to get my second dose?

After receiving your first shot, you will receive a paper immunization record that will be completed at the time of vaccination. It will include the vaccine you received, date and location, and date when your next shot is needed. Make your second appointment while you're at your first appointment, no later. Don't leave your first appointment without knowing how and when you'll get your second shot.

Do I need to wear a mask and physically distance from others after being vaccinated?

Yes. Stopping a pandemic requires using all the tools available. Vaccines work with your immune system so your body will be ready to fight the virus if you are exposed. Other steps, like covering your mouth and nose with a mask and staying at least 6 feet away from others, help reduce your chance of being exposed to the virus or spreading it to others.



COVID-19 VACCINE FLOW IN SC

This graphic shows the progression of the vaccine from the federal government to the state and the steps along the way from providers to vaccine recipients.¹

Suppliers started shipping Dec. 13, 2020 (ships weekly)

PROVIDERS	VACCINE ARRIVAL
Acute Care Hospitals	Dec. 14, 2020
CVS/Walgreens (LTCF) ³	Dec. 28, 2020
Non-Acute Care Hospitals	Jan. 4, 2021
Limited Pharmacies	Jan. 18, 2021
Limited Private Physicians	Jan. 11, 2021
Limited Urgent Care	Jan. 11, 2021
Limited DHEC Sites	Jan. 11, 2021

PHASE 1 IN SC STARTS

Vaccine first received Dec. 14, 2020

PHASE 1A (CURRENTLY ONGOING – FEBRUARY 2021):

- Healthcare workers
 - › Includes home health and hospice workers, dentists and dental hygienists/assistants, pharmacists, and more.
- LTCF residents and staff
- Admitted hospital patients, aged 65+
- 65+ with or without underlying health conditions
- COVID-19 vaccine/testing mission-critical state/local government employees

See more detailed listing of Phase 1a at scdhec.gov/vaxfacts

Estimated population: 1,296,246 ⁴

PHASE 1B (EARLY SPRING):²

- Frontline essential workers
 - › Includes law enforcement officers, corrections officers, manufacturing workers, grocery store workers, teachers, daycare workers, and more.

See more detailed listing of Phase 1b at scdhec.gov/vaxfacts

Estimated population: 573,501 ⁴

PHASE 1C (LATE SPRING):²

- 16–64 years old with certain **underlying health conditions**
- Other essential workers
 - › Includes transportation and logistics, food service, public safety, non-frontline healthcare workers, and more.

See more detailed listing of Phase 1c at scdhec.gov/vaxfacts

Estimated population: 2,588,320 ⁴

PHASE 2

PHASE 2 (SUMMER – FALL):²

- All people who wish to be vaccinated
- Widespread availability

Estimated population: 690,648 ⁴

THE COVID-19 VACCINE

FOOTNOTES:

1. All phase groups are subject to change based on CDC/ACIP/VAC recommendations
2. All estimates subject to change due to vaccine availability, demand, and provider participation.
3. Vaccine allocated to Long-Term Care Facilities (LTCF)
4. Sources: SC Department of Commerce and DOD Tiberius Planning Tool

What Phase am I in?

Our top priority is to save lives. Everyone will have a chance to get the vaccine. However, the number of doses is currently limited in South Carolina like in all states. We ask everyone to please be patient, learn what phase you're in and follow the guidance of our public health officials. This will allow public health officials to ensure those at highest risk and those who keep us alive are vaccinated first.

To support this effort, vaccine distribution is occurring in a phased approach. The following outline provides an overview of the anticipated categories and time for each phase. This is subject to change at any time for many reasons, such as a change in federal guidance or in the VAC's recommendations for South Carolina.

Phase 1a and 65+ (Currently Ongoing - February 2021)

Visit [COVID-19 Vaccine Appointments](#) to learn how to make a vaccine appointment.

Individuals making appointments may need to present credentials to verify they qualify to receive vaccination under Phase 1a. This includes providing some proof (e.g., badge, card, license, personalized letter from employer, picture of license) of Phase 1a qualification when presenting for the vaccination.

Phase 1a mission-critical workers and individuals include:

- 70+ year olds, regardless of health status or preexisting conditions
- 65+ year olds, regardless of health status or preexisting conditions (**Beginning Feb. 8**)
- Anesthesiology assistants, registered cardiovascular invasive specialists, and operating room staff
- Athletic Trainers
- American Sign Language (ASL) and other interpreters in healthcare facilities
- Autopsy room staff, coroners, embalmers, and funeral home staff at risk of exposure to bodily fluids
- Chiropractors
- Dentists and dental hygienists and technicians
- Dietary and food services staff in healthcare facilities
- Environmental services staff in healthcare facilities
- Harbor pilots
- Home caregivers for children who have a tracheostomy, are ventilator-dependent or who have a Medically Complex Children's Waiver. The **Medically Complex Children's Waiver** (MCC) is a statewide program to serve children who meet either Nursing Facility or Intermediate Care Facility-Intellectually Disabled level of care and medical criteria. Requires a **medical provider's signed attestation** to confirm caregiver meets criteria.

- Home health and hospice workers
- Hospital transport personnel
- Hospital inpatients 65 and older
- Laboratory personnel and phlebotomists
- Licensed dietitians
- Long-Term Care Facility (LTCF) residents and staff
- Medical assistants
- Medical first responders (paid and volunteer): EMS; fire department and law enforcement personnel who provide emergency medical care
- Nurses, nurse practitioners, and nurse's aides/ assistants
- Opticians and optometrists and assistants/ technicians
- Persons providing medical care in correctional facilities and correctional officers
- Pharmacists and pharmacy technicians
- Physical and occupational therapists and assistants
- Physicians, including medical house staff (i.e., interns, residents, fellows), and physician assistants
- Podiatrists
- Public health healthcare workers who are frequently interacting with persons with potential COVID-19 infection
- Radiology technicians
- Respiratory care practitioners, such as respiratory therapists
- Speech language pathologists and assistants and audiologists
- State/local government employees and their contractors who are mission-critical for maintaining operations of COVID-19 vaccinations and testing in SC
- Students and interns of the above categories

Estimated Population of Phase 1a: 1,296,246

Phase 1b (Early Spring 2021)

*All time estimates are subject to change due to vaccine availability, demand, and provider participation.

Phase 1b includes:

- **Frontline essential workers**
 - Sectors included by ACIP: firefighters, law enforcement officers, corrections officers, food and agricultural workers, USPS workers, manufacturing workers, grocery store workers, public transit workers, and those who work in the educational sector—teachers, support staff, and daycare workers.
 - **Frontline essential workers are only those considered at highest risk for work-related exposure to SARS-CoV-2 who experience unavoidable, substantially increased risk of exposure to SARS-CoV-2.**

Estimated Population of Phase 1b: 573,501

Phase 1c (Late Spring 2021)

*All time estimates are subject to change due to vaccine availability, demand, and provider participation.

Phase 1c includes:

- People aged **16 and older with certain underlying health conditions** that puts them at high risk for severe disease (**list by CDC**)
- Other **essential workers**
 - Examples included by ACIP: people who work in transportation and logistics, food service, housing construction and finance, information technology, communications, energy, law, media, public safety, and public health staff who are non-frontline healthcare workers

Estimated Population of Phase 1c: 2,588,320

Phase 2 (Summer - Fall 2021)

*All time estimates are subject to change due to vaccine availability, demand, and provider participation.

Phase 2 includes:

- ALL people who wish to be vaccinated
 - Ages per recommendations by ACIP

Estimated Population of Phase 2: 690,648

Phase 2 vaccinations are anticipated to begin in Summer 2021, with the vaccines expected to become available for the general public during the summer and fall of 2021.

What Should I Do Now?

Everyone will have a chance to get the vaccine. We call on all South Carolinians to continue to stand together to fight this disease by taking small steps that make a big difference:

- Wearing your mask
- Getting tested and staying home when you're sick
- Avoiding large gatherings
- Practicing physical distancing



Agenda Briefing

Prepared by:	Lori Thomas	Title:	Assistant County Administrator
Department:	County Administration	Division:	
Date Prepared:	February 11, 2021	Meeting Date:	March 02, 2021
Legal Review	Elizabeth McLean via email	Date:	February 11, 2021
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Subject:	FY22 Proposed Budget Calendar		

STAFF'S RECOMMENDED ACTION:

Staff recommends proceeding with the preparation of a balanced annual budget for fiscal year 2022 and a proposed balanced annual budget for fiscal year 2023. There is no action require of Council beyond its participation in the proposed budget workshops.

Request for Council Reconsideration: Yes

FIDUCIARY:

The result of action on the calendar will ultimately result in the approval of a budget for the fiscal year 2022 and proposed budget for fiscal year 2023 for all funds including the millage agencies and those for grants.

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

None.

REGULATORY COMPLIANCE:

Non-applicable.

STRATEGIC & GENERATIVE DISCUSSION:

As recommended at the 2021 Council Retreat and addressed in Council Memorandum 1-1 (2021) from Administrator Brown distributed during the February 09, 2021 meeting, staff will work to present Council with budget recommendations that present a fiscally sustainable balanced budget. Staff also recommends providing Council with multiple opportunities to discuss these recommendations in four workshop settings. These workshops will offer an opportunity for discussion and input among the members of Council, Department Directors and division managers, as well as Elected and Appointed Officials.

Each workshop opportunity will focus on specific revenue and funding sources. Any information requested during these workshops that may not be immediately available will be provided at the subsequent workshop.

Proposed workshop opportunities are as follows:

- April 15 , 2021 Proposed Council Budget Work Session 4-7PM, General Fund and Enterprise Funds
- April 29, 2021 Proposed Council Budget Work Session 4-6 pm: Grants
- May 6, 2021 Proposed Council Budget Work Session 4-6 pm Special Revenue Funds
- May 13 2021 Proposed Council Budget Work Session 4-6 PM Millage Agencies and Debt Service, and any remaining Business

ATTACHMENTS:

1. FY 22 Recommended Budget Calendar



FY22 RECOMMENDED BUDGET CALENDAR

September 3, 10, and 17, 2020	Council Budget Work Session, 2 nd Reading, and 3 rd Reading of the Administrators Recommendations to the Budget
October 11, 2020	Budget Memo Sent to Departments Outlining the Parameters of the upcoming FY2022 Budget Cycle
November & December 2020	5 Year expenditure and revenue analysis of General Fund, Special Revenue Funds, and Enterprise Funds(Budget and Grants Staff)
December 1, 2020	Grant Application Period Opens
December 21, 2020	Departmental Operating Budget Requests Due; Capital Improvement Requests (Due January 29, 2021)
January 29, 2021	Outside Agencies Transportation Budget Requests Due
February 8-March 4, 2021	Budget Requests reviewed & scored by Budget Committee
February 5, 2021	Discretionary, Hospitality, Accommodation, Contractual & Statutory Grant and Lump Sum requests due to Budget Office. Application Period closes
February 1-28, 2021	County Administrator Meetings with Departments, Elected and Appointed Officials, and Outside Agencies on their Budget Requests
March 8-12, 2021	Grant Committees meets(Discretionary, A-Tax, and H-Tax)
February 22, 2021	FY21 Budget Update to Council(First Reading of a FY21 Budget Amendment if necessary) further Budget Amendment dates will be added if needed for 2nd, 3rd, and a Public hearing
March 22, 2021	Grant Committee Recommendations Due
April 2, 2021	Recommended Budget Presentation, Administration Review
April 9 , 2021	Recommended Budget Finalized and Recommended Budget Book provided to County Council
May 20, 2021	Public Hearing FY22 Budget
May 27, 2021	Second Reading of FY22 Budget/FY23 Budget

June 3, 2021	Third reading of FY22 Budget
June 10, 2021	Open date if needed for Third reading of FY22 Budget
July 15, 2021	Public Hearing and 3rd reading FY23 Budget(If Biennium Budget is continued by Council)

Exhibit
2

Rates Increase in January to \$64.03-Transfer Flat rate with Jan. Inc.

Description	Projected For Fiscal Year Ending	
	June 30:	
	2020	2021
<u>User Rate Revenue</u>		
BRS qrtly billing	7,967,808	8,719,676
BRS Apartments	219,156	235,609
South East Existing	33,408	35,913
South East New	338,279	727,293
Eastover	77,563	83,379
FinnChem	124,446	124,446
North Region Sewer	0	0
Sewer System	\$ 8,760,660	\$ 9,926,316
Water System	\$ 227,311	\$ 275,551
Total	\$ 8,987,971	\$ 10,201,867
<u>BRS (NW) & North Region</u>		
Percent Increase	25.0%	15.0%
Monthly Rate	\$ 55.68	\$ 64.03 January Inc.
Taps	11,925	12,140
Customers	10,764	10,979
<u>South East Region Sewer</u>		
Percent Increase	48.1%	15.0%
Monthly Rate	\$ 55.68	\$ 64.03 January Inc.
Customers	50	50
Monthly Rate	Avg rate 43.72	Avg rate 50.28
New Customers	1400	1400
<u>All Water Regions</u>		
Water Increase	0.0%	0.0%
Average Bill	\$ 43.35	\$ 43.35
Customers		
Other Revenue	607,500	768,000
Total Revenue	9,595,471	10,969,867
Transfer Customer Pmt	\$ 283,584	\$ 567,168
O&M Expenses	\$ 6,927,923	\$ 5,988,380
Available for Debt	\$ 2,383,964	\$ 4,414,319
Debt Service	\$ 2,236,429	\$ 3,329,256
Debt Coverage 1.2	1.07	1.33
Remaining Funds	\$ 147,535	\$ 1,085,063
Transfers to Other Funds	\$ (3,103,000)	\$ -
Net Remaining Funds	\$ (2,955,465)	\$ 1,085,063
Beginning Fund Balance	\$ 7,029,192	\$ 2,683,727
Remaining Funds	\$ (2,955,465)	\$ 1,085,063
Capital	\$ (1,390,000)	\$ (3,205,000)
Ending Fund Balance	\$ 2,683,727	\$ 563,791

Richland County Council Request for Action

Subject:

20-031MA
Jim Chapman
M-1 to RM-MD (39.47 Acres)
Rivkin Blvd.
TMS # R22807-01-07

Notes:

First Reading: February 23, 2021
Second Reading:
Third Reading:
Public Hearing: February 23, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 22807-01-07 FROM LIGHT INDUSTRIAL DISTRICT (M-1) TO RESIDENTIAL MULTI-FAMILY MEDIUM DENSITY DISTRICT (RM-MD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 22807-01-07 from Light Industrial District (M-1) to Residential Multi-Family Medium Density District (RM-MD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 23, 2021
First Reading: February 23, 2021
Second Reading: March 2, 2021
Third Reading: March 16, 2021

Richland County Council Request for Action

Subject:

20-033MA
Yani G. Mouratev
RR to HI (69.93 Acres)
115 Tims Road
TMS # 06600-02-12

Notes:

First Reading: February 23, 2021
Second Reading:
Third Reading:
Public Hearing: February 23, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 06600-02-12 FROM RURAL RESIDENTIAL DISTRICT (RR) TO HEAVY INDUSTRIAL DENSITY DISTRICT (HI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 06600-02-12 from Rural Residential District (RR) to Heavy Industrial Density District (HI)

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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Public Hearing: February 23, 2021
First Reading: February 23, 2021
Second Reading: March 2, 2021
Third Reading: March 16, 2021

Richland County Council Request for Action

Subject:

20-039MA
Will Unthank
NC to GC (.86 Acres)
9366 and 9370 Two Notch Road
TMS # R19908-03-23 & 07

Notes:

First Reading: February 23, 2021
Second Reading:
Third Reading:
Public Hearing: February 23, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 19908-03-23 AND 07 FROM NEIGHBORHOOD COMMERCIAL DISTRICT (NC) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 19908-03-23 and 07 from Neighborhood Commercial District (NC) to General Commercial District (GC)

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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Public Hearing: February 23, 2021
First Reading: February 23, 2021
Second Reading: March 2, 2021
Third Reading: March 16, 2021

Richland County Council Request for Action

Subject:

20-042MA
Gita Teppara
RS-MD to RM-MD (6.2 Acres)
Sloan Road and Dorichlee Road
TMS # R20101-05-01

Notes:

First Reading: February 23, 2021
Second Reading:
Third Reading:
Public Hearing: February 23, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 20101-05-01 FROM RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY DISTRICT (RS-MD) TO RESIDENTIAL MULTI-FAMILY MEDIUM DENSITY DISTRICT (RM-MD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 20101-05-01 from Residential Single-Family Medium Density District (RS-MD) to Residential Multi-Family Medium Density District (RM-MD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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Public Hearing: February 23, 2021
First Reading: February 23, 2021
Second Reading: March 2, 2021
Third Reading: March 16, 2021

Richland County Council Request for Action

Subject:

20-043MA
Jeff Baker
NC to GC (.8 Acres)
1630 and 1636 Leesburg Road
TMS # R19203-11-05 & 06

Notes:

First Reading: February 23, 2021
Second Reading:
Third Reading:
Public Hearing: February 23, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 19203-11-05 AND 06 FROM NEIGHBORHOOD COMMERCIAL DISTRICT (NC) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 19203-11-05 and 06 from Neighborhood Commercial District (NC) to General Commercial District (GC)

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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Public Hearing: February 23, 2021
First Reading: February 23, 2021
Second Reading: March 2, 2021
Third Reading: March 16, 2021

Richland County Council Request for Action

Subject:

20-044MA
Alexis Kisteneff, Jr.
RS-HD to RM-HD (.20 Acres)
3921 Capers Avenue
TMS # R13805-03-19

Notes:

First Reading: February 23, 2021
Second Reading:
Third Reading:
Public Hearing: February 23, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 13805-03-19 FROM RESIDENTIAL SINGLE-FAMILY HIGH DENSITY DISTRICT (RS-HD) TO RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (RM-HD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 13805-03-19 from Residential Single-Family High Density District (RS-HD) to Residential Multi-Family High Density District (RM-HD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 23, 2021
First Reading: February 23, 2021
Second Reading: March 2, 2021
Third Reading: March 16, 2021

Richland County Council Request for Action

Subject:

21-003MA
Walter L. McLaughlin, Jr.
RU to GC (.33 Acres)
10400 Broad River Road
TMS # R03300-06-08

Notes:

First Reading: February 23, 2021
Second Reading:
Third Reading:
Public Hearing: February 23, 2021

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 03300-06-08 FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 03300-06-08 from Rural District (RU) to General Commercial District (GC)

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 23, 2021
First Reading: February 23, 2021
Second Reading: March 2, 2021
Third Reading: March 16, 2021

Richland County Council Request for Action

Subject:

Solid Waste - Richland Recycles Events

Notes:

February 23, 2021 – The D&S Committee recommended Council approve the use of the Columbia Place Mall Parking Lot that is designed as Richland County Property for the Annual Recycle Richland Drop Off Events that are scheduled on average 3-5 times a year to make it more convenient for Richland County Residents to recycle and properly dispose of items that are not collected curbside.



Agenda Briefing

Prepared by:	Syndi Castelluccio		Title:	Recycling Coordinator
Department:	Public Works	Division:	Solid Waste and Recycling	
Date Prepared:	December 17, 2020	Meeting Date:	February 23, 2021	
Legal Review	Elizabeth McLean via email		Date:	February 16, 2021
Budget Review	James Hayes via email		Date:	February 10, 2021
Finance Review	Stacey Hamm via email		Date:	February 10, 2021
Approved for consideration:	Assitant County Administrator	John M. Thompson, Ph.D., MBA, CPM		
Committee	Development & Services			
Subject:	Request for use of Columbia Place Mall Parking Lot for Recycle Richland Events			

STAFF’S RECOMMENDED ACTION:

Staff requests approval for the use of the Columbia Place Mall Parking Lot that is designated as Richland County Property for the Annual Recycle Richland Drop-Off Events that are scheduled on average 3-5 times a year to make it more convenient for Richland County Residents to recycle and properly dispose of items that are not collected curbside.

Proposed 2021 Dates for the Columbia Place Mall Location:

Mid April 2021	Earth Day	Paper Shred Event
Mid Aug 2021	Richland Recycle Drop Off Summer Event	Items to be Collected: Electronics, Household Hazardous Waste, Tires, Paper Shred, etc
Mid Nov 2021	America Recycles Day	Household Hazardous Waste Collection Event

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

These events are planned as a service by Richland County Solid Waste and Recycling and offered free of charge to all Richland County Residents throughout the year and therefore would have no fiscal impact.

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

None.

REGULATORY COMPLIANCE:

Recycle Drop-off/Collection Event Details:

- Recycle Events will be planned and managed by the Richland County Recycling Coordinator.
- Richland Co will provide proper signage, equipment and staff for events to address traffic control and collection. Partners, Volunteers and Vendors will assist as needed.
- Recycling Events can and will be modified accordingly to address social distancing if needed. These modifications are but not limited to the following: offering a contact free experience where residents remain in their vehicle at all time (staff unload) as well as providing masks, hand sanitizer and gloves to all event staff and volunteers.
- Recycle Events will be single day drop off/collection events, averaging 4-5 hours and will only be open to the public during normal operating hours. (i.e. 8am-12pm)
- Event dates will be confirmed once location is approved and recycling vendors scheduled.
- Recycling Vendors are under contract and are approved and certified by DHEC, EPA, etc. as required for proper collection and disposal of household, electronic and hazardous waste.

MOTION OF ORIGIN:

There is no associated council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Richland County Solid Waste and Recycling is requesting use of the Columbia Place Mall Parking Lot Property to host a series of FREE community Recycle Richland Drop Off Events. Approval to utilize this property is needed in order to proceed coordinating with Richland County Operational Services and securing recycling vendors for the 2021 Calendar Year and future events.

Recycle Richland Drop-Off Events are offered throughout the county each year to make it more convenient for residents to recycle electronics, scrap metal and tires, have paper shredded and to safely dispose of hazardous waste. These events are important to encourage recycling, extend the lifespan of our landfills discourage illegal dumping and improper disposal of items that are harmful to the environment and contaminate our community.

Approval for the use of the Columbia Place Mall Property will allow for these free community events to continue to be offered to Richland County Residents in a conveniently central location, one that has proven to be successful over the past few years.

Disapproval will result in the need to find a new location for these events moving forward which may incur additional costs of hosting these events or possibly require Richland County to reduce the number of events offered.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Recycling Event Vendor Release and Waiver of Liability Form
2. Recycling Event Volunteer Release and Waiver of Liability Form

**Vendor Release and Waiver of Liability Form
(Recycling Events)**

This Release and Waiver of Liability (the "Release") executed on _____, 202__, by and between _____ ("Vendor"), its directors, officers, employees, and agents, releases Richland County, South Carolina ("County"), a South Carolina governmental entity. The Vendor desires to provide Vendor services for County and engage in activities related to serving as a Vendor for the Recycling Event.

Vendor understands that the scope of Vendor's relationship with County is limited to a Vendor at a Recycling Event and that any compensation expected in return for services provided by Vendor will be covered in a separate contract between Vendor and County; that County and Vendor do not have an employee/employer relationship and County will not provide any benefits associated with an employment relationship; and that Vendor is responsible for its own insurance coverage in the event of personal injury, property injury, or illness as a result of Vendor's services to County.

1. Waiver and Release: Vendor releases and forever discharges and holds harmless County and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Vendor services we provide to County. Vendor understands and acknowledges that this Release discharges County from any liability or claim that Vendor, its directors, officers, employees, and agents may have against County with respect to bodily injury, personal injury, illness, death, or property damage that may result from the Vendor services Vendor provides to County or occurring while Vendor is providing Vendor services.
2. Insurance: Further we understand that County does not assume any responsibility for or obligation to provide Vendor with financial or other assistance, including but not limited to workers' compensation insurance, medical, health, or disability benefits or insurance.
3. Medical Treatment: Vendor hereby releases and forever discharges County from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment (other than treatment or medical services rendered by a paramedic or EMT employed by Richland County to provide such services) or other medical services rendered in connection with an emergency occurring while Vendor is providing Vendor services.
4. Photographic Release: Vendor grants and conveys to County all right, title, and interests in any and all photographs, images, video, or audio recordings of Vendor or its likeness or voice made by County in connection with Vendor providing Vendor services to County.
5. Other: Vendor expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of South Carolina and that this Release shall be governed by and interpreted in accordance with the laws of the State of South Carolina. Vendor agrees that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.
6. Date of Recycling Event: Vendor is providing Vendor services at the Richland County Recycling Event taking place on _____, 202__, at _____. This Release is valid for this event only.

By signing below, Vendor expresses its understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

By: _____

Date: _____

Its: _____

Print Name: _____

**Volunteer Release and Waiver of Liability Form
(Recycling Events)**

This Release and Waiver of Liability (the "Release") executed on _____, 202__, by and between _____ ("Volunteer") releases Richland County, South Carolina ("County"), a South Carolina governmental entity. The Volunteer desires to provide volunteer services for County and engage in activities related to serving as a volunteer.

Volunteer understands that the scope of Volunteer's relationship with County is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that County will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer's services to County.

1. Waiver and Release: I, the Volunteer, release and forever discharge and hold harmless County and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the volunteer services I provide to County. I understand and acknowledge that this Release discharges County from any liability or claim that I may have against County with respect to bodily injury, personal injury, illness, death, or property damage that may result from the volunteer services I provide to County or occurring while I am providing volunteer services.
2. Insurance: Further I understand that County does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of County beyond what may be offered freely by County in the event of injury or medical expenses incurred by me.
3. Medical Treatment: I hereby Release and forever discharge County from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment (other than treatment or medical services rendered by a paramedic or EMT employed by Richland County to provide such services) or other medical services rendered in connection with an emergency during my tenure as a volunteer with County.
4. Photographic Release: I grant and convey to County all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by County in connection with my providing volunteer services to County.
5. Other: As a volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of South Carolina and that this Release shall be governed by and interpreted in accordance with the laws of the State of South Carolina. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.
6. Date of Recycling Event: Volunteer is providing volunteer services at the Richland County Recycling Event taking place on _____, 202__, at _____. This Release is valid for this event only.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Signature: _____

Date: _____

Print Name: _____

Richland County Council Request for Action

Subject:

Petition to Close Portion of Old Percival Road/Spears Creek Rd

Notes:

February 23, 2021 – The D&S Committee recommended Council approve petitioner's request to close the subject road and direct Legal to answer the forthcoming lawsuit accordingly.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Lauren Hogan		Title:	Assistant County Attorney	
Department:	County Attorney's Office	Division:			
Date Prepared:	February 08, 2021	Meeting Date:	February 23, 2021		
Budget Review	James Hayes via email		Date:	February 08, 2021	
Finance Review	Stacey Hamm via email		Date:	February 08, 2021	
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM			
Committee	Development & Services				
Subject:	Petition to Close Portion of Old Percival Rd/Spears Creek Rd				

STAFF'S RECOMMENDED ACTION:

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

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?		Yes		No
If no, is a budget amendment necessary?		Yes		No

Not applicable

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	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

County Council is requested to approve, deny or make a recommendation with respect to a Petition for a Road/Right of Way Closing regarding Old Percival Rd/Spears Creek Rd in accordance with Richland County Code of Ordinances (Roads, Highways and Bridges) section 21-14. The road is more particularly described in the attached Notice of Intention to File a Petition for Road Closing and Abandonment from Attorney Rip Sanders who represents Petitioner Spears Creek Quadrant Partners. Also, see attached plat provided by Petitioner. A portion of this road has already been closed without objection from County Council in 2018; this Petition is to close the remainder of that particular road/right of way.

Richland County Code of Ordinances (Roads, Highways and Bridges) section 21-14 requires the County Attorney to consult with the County's Planning, Public Works and Emergency Services departments and to forward the request to abandon or close a public road or right-of-way to County Council for disposition. All afore-mentioned departments have been informed of the need for input and none have an objection. According to Public Works this particular road/right of way has been abandoned for several years. Petitioners contend this portion of Old Percival Rd/Spears Creek Rd has not been used in decades and is currently impassable by any vehicular or pedestrian traffic. Petitioners have received no objections from surrounding landowners to the closure of this road. Also, this road was not affected by the 2015 flood.

This issue previously came before the D & S Committee on March 26, 2019. The subject road is in District 10. The issue was deferred because Councilmembers Dalhia Myers and Chip Jackson wanted to hold community meetings prior to moving forward (committee minutes attached). Those community meetings were never held and both Myers and Jackson are no longer council members. The attorney for the Petitioner has contacted the Legal department with a renewed interest in moving forward with this Petition to Close Old Percival Rd/Spears Creek Rd.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. March 26, 2019 D & S Committee meeting minutes
2. Spears Creek Notice of Intent to close road
3. Spears Creek Road Exhibit



Richland County Council

DEVELOPMENT AND SERVICES COMMITTEE

March 26, 2019 – 5:00 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29204

COMMITTEE MEMBERS PRESENT: Gwen Kennedy, Chair, Allison Terracio, Jim Manning, Calvin Jackson and Chakisse Newton

OTHER COUNCIL MEMBERS PRESENT: Bill Malinowski

OTHERS PRESENT: Michelle Onley, Trena Bowers, Kimberly Williams-Roberts, Larry Smith, Stacey Hamm, Ashiya Myers, Clayton Voignier, Brad Farrar, John Thompson, Geo Price, Ashley Powell, Brian Crooks, Donny Phipps, Michael Niermeier, Tommy DeLage, Quinton Epps, Dale Welch and John Hopkins

1. **CALL TO ORDER** – Ms. Kennedy called the meeting to order at approximately 5:00 PM.

2. **APPROVAL OF MINUTES**

a. March 26, 2018

In Favor: Terracio, Jackson and Kennedy

Present but Not Voting: Manning

The vote in favor was unanimous.

3. **ADOPTION OF AGENDA**

In Favor: Terracio, Jackson and Kennedy

Present but Not Voting: Manning

The vote in favor was unanimous.

4. **ITEMS FOR ACTION**

a. I move that all RC contracts must be reviewed & approved by the Office of the County Attorney & that notices under of modifications to RC contracts must be sent to the County Attorney, but may be copied to external counsel, as desired [MYERS] – Mr. Smith stated, at the last committee meeting, the question was asked about what the maker of the motion meant by “all Richland County contracts”. He was directed to get with the maker of the motion to clarify what was meant by “all Richland County contracts”. The maker of the motion indicated she was talking about all contracts generated by the departments under the direction of the County

In Favor: Terracio, Jackson, Kennedy and Manning

Present but Not Voting: Newton

The vote in favor was unanimous.

- b. **Petition to Close Portion of Old Percival Rd./Spears Creek Rd.** – Mr. Malinowski stated the minutes indicated Ms. Myers and Mr. Jackson represent this area and they wanted to hold a community meeting prior to this moving forward. He inquired if this meeting took place, and what comments were received.

Mr. Jackson stated the meeting has not taken place.

Mr. Jackson moved, seconded by Ms. Newton, to defer this until the community meeting is held.

In Favor: Terracio, Jackson, Newton, Kennedy and Manning

The vote in favor was unanimous.

- c. Revisit the bed and breakfast ordinance to increase the number of rooms up to 20, so the business can be profitable and flourish. This would be in line with keeping the rural character and allow opportunities for small businesses [N. JACKSON] – Mr. Farrar stated there is a State Law entitled the SC Bed and Breakfast Act. In Chapter 45 of the State Code, it states, “Bed and breakfast” means a residential type lodging facility having no more than ten guestrooms where transient guests are fed and lodged for pay.” He stated State law caps a bed and breakfast, by definition, at 10 rooms. We would be pre-empted by State law, if we are going to proceed under the bed and breakfast concept. If you look at a different type of use, there may be some additional analysis.

Mr. Manning moved, seconded by Ms. Terracio, to table this item.

In Favor: Terracio, Jackson, Newton, Kennedy and Manning

The vote in favor was unanimous.

- d. I move, based on my being horrified as I heard for the first time the week of March 4, 2019 of the need to address current critical needs for Administrative office space as the number of vacancies we currently have in our County administration is tremendous, but we are limited in filling these vacancies by physical office space; and that we don't have anywhere to put the people we need to hire and that addressing this need will also create a County level employment opportunity, that the Interim County Administrator commandeer the unneeded office formed and assigned to me, Richland County District 8 Councilman Jim Manning by the former County Administrator with no official input by the Richland County Council so as to create a currently funded Richland County employment opportunity, the ability to address to a degree the critical need for an Administrative office space, and the opportunity for citizens and stakeholders to have needs met that are going unmet or service enhancements because we did not have an Administrative office space for the unfilled vacant position [MANNING] – Mr. Jackson inquired if anyone had done an assessment to determine that we are 100% occupied, and there are zero vacancies, as it relates to office spaces in this building.

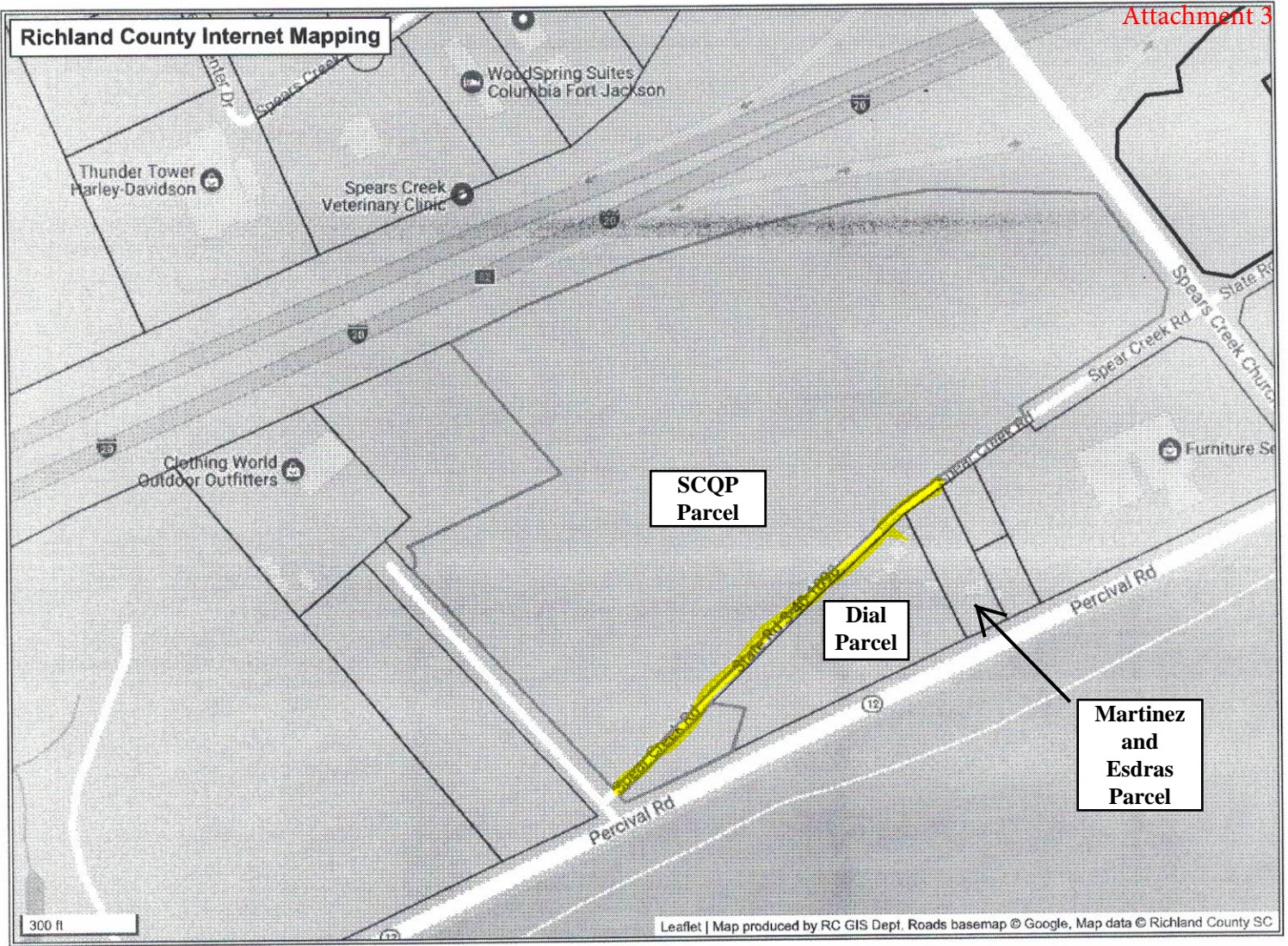
**NOTICE OF INTENTION TO FILE A PETITION TO
CLOSE A PORTION OF SOUTH CAROLINA STATE ROAD S-40-1098, ALSO NOW
OR FORMERLY KNOWN AS SPEAR CREEK ROAD AND/OR OLD PERCIVAL
ROAD IN OR NEAR THE CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH
CAROLINA**

TO ALL INTERESTED PARTIES:

YOU WILL PLEASE TAKE NOTICE that the undersigned Petitioner hereby gives notice that he intends to petition the Court of Common Pleas for the Fifth Judicial Circuit for an Order of the Court closing and forever abandoning a certain portion of South Carolina State Road S-40-1098, also formerly known as Spear Creek Road, located in or near the City of Columbia, Richland County, State of South Carolina. The portion of State Road S-40-1098 sought to be abandoned is that portion of the road located on the western side of Spears Creek Church Road and beginning from its western terminus into the access drive of that certain parcel of real property commonly referred to as 4681 Percival, Richland County Tax Map# R28800-06-02, and running in an easterly direction for approximately 1,150' (+/-), ending at its eastern terminus into that certain parcel of real property bearing Richland County Tax Map Number R28800-05-02, and currently owned by Spears Creek Storage, LLC. This Petition will be filed pursuant to section 57-9-10 of the Code of Laws for the State of South Carolina.

All inquiries regarding this action should be addressed to the attorneys representing the Petitioner: Bernstein & Bernstein, LLC, 1019 Assembly Street, Columbia, South Carolina 29201 Telephone (803) 799-7900, attn: Rip Sanders, Esq..

Rip Sanders, Esq.
Bernstein & Bernstein Law Firm



Highlighted area indicates portion of road to be closed.

Richland County Council Request for Action

Subject:

Mutual Easement Agreement between Washington & Assembly, LLC and Richland County, South Carolina impacting the Richland Library branch located on Assembly Street, Columbia, South Carolina

Notes:

February 23, 2021 – The D&S Committee recommended Council to approve an ordinance to approve the grant of mutual easement agreements between the County and Washington & Assembly, LLC to facilitate the construction and operation of a student housing complex located on property adjacent to the Richland Library’s Main Branch on Assembly Street.



Agenda Briefing

Prepared by:	Elizabeth McLean, Esq.		Title:	Acting County Attorney	
Department:	County Attorney's Office	Division:			
Date Prepared:	February 09, 2021	Meeting Date:	February 23, 2021		
Budget Review	James Hayes via email		Date:	February 16, 2021	
Finance Review	Stacey Hamm via email		Date:	February 09, 2021	
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM			
Committee	Development & Services				
Subject:	Mutual Easement Agreement between Washington & Assembly, LLC and Richland County, South Carolina impacting the Richland Library branch located on Assembly Street, Columbia, South Carolina				

STAFF'S RECOMMENDED ACTION:

Policy Decision

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:

- Existing budget is sufficient to maintain this space. Library already maintains the space between the buildings; the additional space is fewer than 3000 square feet and would have an insignificant budgetary impact. Library would not ask for additional funding to maintain the space. Library's landscape maintenance contract would have minimal or no impact to it. Library would maintain four to six additional outdoor lights where we currently maintain over twenty. Library already has Safety & Security patrolling the space.
- The same Library code of conduct will apply to the additional 3000 SF of space in Walkway Improvement Area that currently applies in the existing walkway, likewise the hours of occupancy. The space is becoming about 11 feet wider and getting new sidewalks and light fixtures; the nature and use of the space isn't changing. There is no known insurance impact, but any changes would be handled and costs covered in the Library's current budget.

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

Negligible additional risk beyond current liabilities.

REGULATORY COMPLIANCE:

Non-applicable.

MOTION OF ORIGIN:

This did not originate by Council motion.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

County Council is requested to pass an ordinance approving the grant of mutual easement agreements between the County and Washington & Assembly, LLC to facilitate the construction and operation of a student housing complex located on property adjacent to the Richland Library main branch on Assembly Street.

Since the library moved to its current location in 1992, it needed a piece of property on the SW corner of the building in order to have access from our parking lot to the entrance on the south side of our building, but the then current owners of the property would not sell the property. When a developer begin investigating the possibility of building student housing on the adjacent parcel, the library and developer entered into discussions regarding a possible swap of the SW corner property (for access) in exchange for a no-obstruction easement over a portion of the library parking lot, with the library retaining perpetual parking rights. The development eventually stalled and the owners' considered selling the library a small parcel, which would not impact the potential student housing complex. The library eventually purchased the SW corner parcel, with County Council approval, in 2017. The library improved the site during its renovations in 2018, but left the area from its south entrance to Assembly Street unrenovated in case the developer revisited the project, in anticipation of trading easements. The developer is now in the final stages of approvals for a student housing complex on the property adjacent to the library. The developer needs a no-obstruction easement over a portion of the library parking area, a temporary construction easement, and the parties will exchange mutual easements for the Walkway Improvements. The developer plans to construct a parklike walkway between the library and the new building, as shown in Exhibit E to the proposed easement. By granting the easement, the library will gain outdoor useable space, paid for by the developer, making a parklike setting between the buildings from Assembly St. to the library parking lot. By approving the easements, Council will give the library some control over the development and use of the space between the buildings, a definite benefit.

Easement Details

The easement consists of three components:

1. Two perpetual easements, one to benefit the Developer and one to benefit the County (Library):
 - i. Developer receives a No Obstruction Area easement in order to build minimal setback building, most of the code required setback area is in the Library parking lot;
 - ii. Library receives County Access Area easement that will be improved by Developer along with Library property to become the Walkway Improvement Area between the two buildings;
2. The Walkway Improvement Area, consisting of the old, half renovated walkway on the south side of the Library from Assembly Street to its parking lot, plus the Developer owned strip of property alongside it granted by the easement as the County Access Area. This area will be improved at the Developer's expense as part of the project in consideration of the County granting the easement that allows the minimal setback construction.
3. A Temporary Construction Easement to be granted to the Developer during the project to allow access to the project to erect scaffolding, shoring, dig footings, etc. that cannot be accomplished on the Developer property alone. Some existing improvements installed during previous Library renovation in the Walkway Improvement Area will be removed during construction, but replaced as part of the Walkway Improvements.

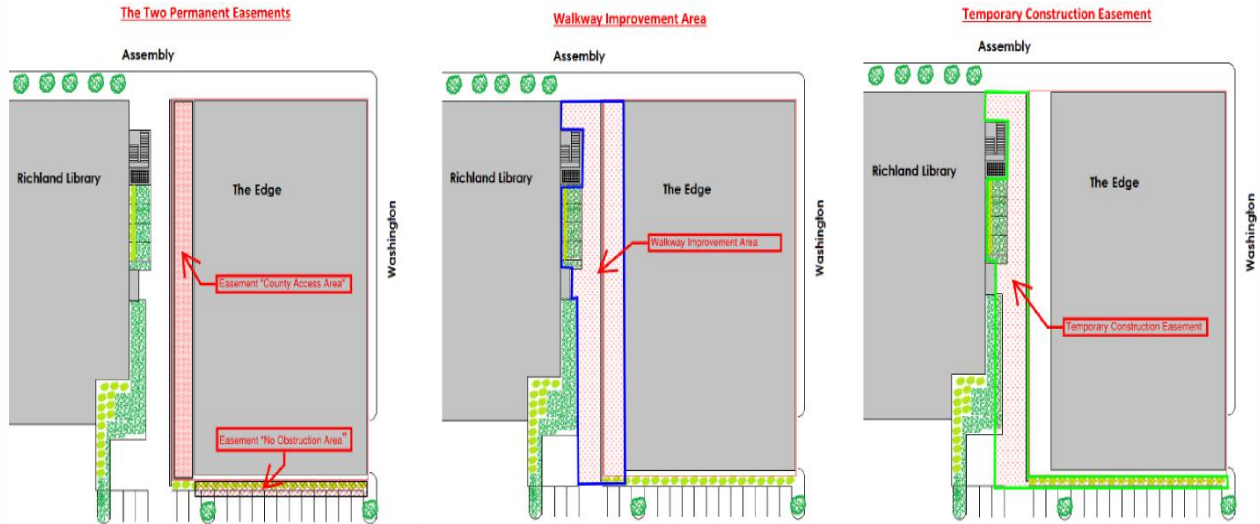
Items of Note:

Prior to the Library renovations in 2018, including the lower portion of the Walkway Improvement Area, flooding was frequent into the Library's south entrance during extreme rain events (about once every 18 months). The renovations successfully addressed this issue. Stormwater drainage is prominently addressed in the Easement Agreement in an attempt to ensure that the project does not reintroduce flooding at the Library by failing to collect and divert the project's stormwater in sufficient capacity.

Granting the No Obstruction Easement prevents the Library from building in the current parking lot within 30 feet of the property line (15 foot setback for the student housing building and 15 foot setback required for any new building in the parking lot). The library would not want to lose the driveway from Washington St. to its loading dock, so it is unlikely that it would build there anyway.

An additional temporary easement or license may be sought from the County, a Crane Swing Easement, but if needed that will be requested separately at some point in the future.

The easement will be executed and held in trust and recorded only if the developer closes on the sale of the underlying property.



The easement will provide a safe and beautiful walkway area for citizens using the Library as well as address an important drainage issue.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None

ATTACHMENTS:

1. Ordinance
2. Mutual Easement Agreement

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

AN ORDINANCE AUTHORIZING AN EASEMENT TO WASHINGTON & ASSEMBLY, LLC FOR A PERPETUAL RIGHT TO RECEIVE LIGHT AND AIR OVER AND ACROSS LAND OWNED BY RICHLAND COUNTY; SPECIFICALLY THE MAIN LIBRARY BRANCH OF THE RICHLAND LIBRARY, LOCATED ON THE SOUTHWESTERN SIDE OF THE INTERSECTION OF HAMPTON STREET (S-40-135) WITH ASSEMBLY STREET (S-48), IN THE CITY OF COLUMBIA.

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 WASHINGTON & ASSEMBLY, LLC a permanent easement over a portion of county owned land; specifically, a perpetual right to receive light and air over the area required by the City of Columbia, SC in order to allow WASHINGTON & ASSEMBLY, LLC to construct the Project (as defined in the Mutual Easement Agreement) in compliance with the zoning and building code regulations for the City; all as specifically described in the Mutual Easement Agreement, which is attached hereto and incorporated 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: _____
Paul Livingston, Chair

Attest this _____ day of _____, 2021.

Michelle Onley
Interim 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:

Prepared by and after recording return to:
Robinson Gray Stepp & Laffitte, LLC
Post Office Box 11449
Columbia, South Carolina 29211
Attention: M. Kevin Garrison, Esq.

(Space above this line for Recorder's Use)

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

MUTUAL EASEMENT AGREEMENT

THIS MUTUAL EASEMENT AGREEMENT (the "**Agreement**") is made effective as of the _____ day of _____, 2021, by and between **WASHINGTON & ASSEMBLY, LLC**, a _____ limited liability company ("**Developer**") and **RICHLAND COUNTY, SOUTH CAROLINA, for the RICHLAND COUNTY PUBLIC LIBRARY**, a political subdivision of the State of South Carolina (the "**County**").

RECITALS

WHEREAS, Developer is owner of certain real property located on the northwestern side of Washington Street (S-40-135), at its intersection with Assembly Street (S-48), in the City of Columbia, in the County of Richland, in the State of South Carolina, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (collectively, the "**Developer Tract**"); and

WHEREAS, the County is owner of certain real property located on the southwestern side of the intersection of Hampton Street (S-40-135) with Assembly Street (S-48), in the City of Columbia, in the County of Richland, in the State of South Carolina, as more particularly described on **Exhibit B** attached hereto and incorporated herein by reference (collectively, the "**County Tract**") on which the main branch of the Richland County Public Library (the "**Library**") is located; and

WHEREAS, Developer and the County have mutually agreed to grant certain non-exclusive easements over and across the Developer Tract and the County Tract for the benefit of themselves, and their respective successors and assigns, in order to (i) provide the County with a permanent easement for pedestrian access across a portion of the Developer Tract to use and maintain the Walkway Improvements (as defined herein) constructed by Developer, (ii) provide Developer with a permanent easement over a portion of the County Tract to grant Developer a perpetual right to receive light and air over the area required by the City of Columbia, SC (the "**City**") in order to allow Developer to construct the Project (as defined herein) in compliance with the zoning and building code regulations for the City, and (iii) provide Developer with a temporary construction easement over the County Tract in order for Developer to construct improvements on the Developer Tract and the Walkway Improvements on the County Tract and Developer Tract (collectively, the "**Easements**"); and

WHEREAS, Developer and the County have agreed to execute this Agreement to set forth the terms and conditions of the Easements created herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of foregoing recitals and the covenants and conditions herein contained, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Developer, the County, for themselves and their respective successors and assigns (referred to sometimes herein individually as an "**Owner**" or collectively as the "**Owners**"), do hereby agree to the following terms and conditions of this Agreement:

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 Easement.** Developer does hereby grant, bargain, sell, convey and deliver to the County, and the County's successors and assigns, as appurtenant to a portion of the County Tract and identified as the "Parcel A County Access Area" on **Exhibit C** attached hereto and incorporated herein by reference (the "**County Access Area**"), a non-exclusive, permanent, perpetual, right, privilege, transmissible and assignable easement for pedestrian ingress, egress and access on, over and across the County Access Area for the County, and its successors, assigns, employees, agents, invitees and guests, in order to provide access at all times to and from the existing buildings and improvements located on the County Tract and allow the Walkway Improvements (as defined herein) to be used and maintained by the County after construction by Developer, or its successors and assigns.

3. **No Obstruction Easement.** The County does hereby grant, bargain, sell, convey and deliver to Developer, and its successors and assigns, a non-exclusive, permanent, perpetual, transmissible and assignable easement, no more than twelve (12') feet in width across a portion of the County Tract identified as the "Parcel B No Obstruction Area" on **Exhibit C** attached hereto and incorporated herein by reference (the "**No Obstruction Area**") to provide Developer, and its successors and assigns, with a perpetual right to receive light and air over the No Obstruction Area as required by the City to allow Developer to construct the Project (as defined herein) by providing a fifteen (15') foot buffer from the western edge of the building to be constructed by Developer in compliance with the City's zoning and building code requirements. Further, during the term of this Agreement, the County shall not construct any buildings within the No Obstruction Area in violation of the City's zoning and building code requirements. The County and Developer, for themselves and their respective successors and assigns, understand, acknowledge and agree that neither Developer, nor its successors, assigns, employees, agents, invitees and guests, shall have any rights to use the No Obstruction Area. Any damage to the existing improvements, trees and shrubbery currently located within the No Obstruction Area during construction on the Developer Tract shall be repaired by Developer, or its successors and assigns, at its sole cost and expense.

4. **Temporary Construction Easement.** The County does hereby grant, bargain, sell, convey and deliver for the benefit of Developer, and its successors and assigns, a temporary construction easement across a portion of the County Tract identified as the "Temporary Construction Easement" on **Exhibit D** attached hereto and incorporated herein by reference (the "**Temporary Easement Area**") for the purposes of constructing its building and other improvements on the Developer Tract and the Walkway Improvements on the County Tract (the "**Project**"). Such easement grant shall include but not be limited to an easement providing Developer, or its successors and assigns, with access across the County Tract for the filling, grading and lateral support required to construct the Project on the Developer Tract. The parties agree that all staging and locating of construction materials, equipment, and supplies during construction of the Project shall be maintained on the Developer Tract, including the County Access Area during construction. Developer, or its successors and assigns, shall be responsible for restoring the Temporary Easement Area, and any existing improvements located thereon, to the same or as good as condition found prior to construction. Developer, or its successors and assigns, shall be solely responsible for securing and guarding the Temporary Easement Area during the construction of the Project and must erect a chain-link or other security fence around the Temporary Construction Area prior to commencing construction of the Project. The location of such fence shall be subject to the Library's consent, not to be unreasonably withheld or delayed. During construction of the Project only, Developer, or its successors and assigns, shall maintain the Temporary Construction Easement in a good, safe, and workmanlike manner, with excessive debris to be removed promptly and at all times maintain an ADA-compliant pathway from the parking lots located on the County Tract to the southern entrance of the library building located on the County Tract. The location and design of any temporary structures required to allow access to the library building's southern entrance shall be subject to the prior review and approval of the Library, with such review and approval not to be unreasonably withheld or delayed. This temporary construction easement will terminate the later of either (i) two (2) years from the date the City issues a building permit to Developer to construct the Project, or (ii) the issuance a Certificate of Occupancy to Developer by the City, unless extended by mutual written agreement of Developer and the County, or their respective successors and assigns.

5. **Additional Consideration.**

(a) As consideration for the County granting the Easements set forth in this Agreement,

Developer, and its successors and assigns, shall be solely responsible for constructing certain pedestrian walkway improvements on the County Tract and Developer Tract (the “**Walkway Improvements**”) under the terms set forth on **Exhibit E** within the area identified on **Exhibit F** attached hereto and incorporated herein by reference (the “**Walkway Improvement Area**”). Such Walkway Improvements constructed by Developer shall be ADA-compliant and the plans for the Walkway Improvements will be subject to the prior review and written consent of the Library before Developer obtains any permitting to construct such Walkway Improvements. However, such written consent of the Library shall not be unreasonably withheld or delayed. The County shall be solely responsible for maintaining the Walkway Improvements upon the City’s issuance of a certificate of occupancy for the Project. Developer, or its successors and assigns, shall be solely responsible for the maintenance of all underground improvements on the Developer Tract including but not limited to all storm water drainage systems constructed on the Developer Tract.

(b) As a condition for the County granting the Easements set forth in this Agreement to Developer, Developer shall provide storm water drainage capacity on the Developer Tract sufficient to collect and pipe storm water from the additional area of hardscape located within the County Access Area and improvements constructed on the Developer Tract. Developer will undertake all reasonable efforts to collect and pipe storm water away from the Developer Tract and the County Tract towards Washington Street in accordance with the City’s building codes and regulations. Specifically, Developer will install storm water drainage lines on the Developer Tract to collect and pipe storm water away from the County Tract into the City’s existing curb inlets located along Washington Street and at the corner of Washington Street and Park Street. The plans for the storm drainage system required for the Project shall be subject to the prior review and written consent of the Library before Developer obtains any permitting to construct such improvements. However, such written consent of the Library shall not be unreasonably withheld or delayed. Upon Developer’s construction of the storm drainage system in accordance with the plans and specifications approved by the Library and the City’s engineering department, Developer, and its successors and assigns, shall have no further obligation to construct any additional changes or modifications to the storm water drainage system. The Library and Developer, or their respective successors and assigns as Owners of the County Tract and Developer Tract, shall be solely responsible for maintaining the storm water drainage systems constructed on their respective properties upon the issuance of a certificate of occupancy by the City to Developer for the Project, subject to the provisions of Section 5(c) and Section 7(d) herein.

(c) The Library’s review and approval of the plans and specifications for the Walkway Improvement Area and any storm drainage lines or systems constructed pursuant to Section 5(b) of this Agreement as well as the issuance of a certificate of occupancy by the City for the Project shall serve as proof of the Library’s acceptance of its obligations to maintain and repair any above-ground improvements constructed by Developer within the Walkway Improvement Area. This Section 5(c) shall not apply in the event any storm water lines or systems actually constructed within the Walkway Improvement Area differ from the plans originally approved by the Library and such constructed storm water lines or systems adversely impact storm water drainage on the County Tract.

(d) As additional consideration for the County granting the Easements set forth in this Agreement to Developer, Developer shall install a series of three gates at the entrances to the County’s Washington Street parking lot at the location shown on **Exhibit G** attached hereto and incorporated herein by reference to prevent unauthorized vehicles from parking in the County’s parking lot. Developer and the Library shall mutually agree to the type of gate to be installed. The Library shall be solely responsible for the use and maintenance of the gates after installation by Developer.

6. **No Obstruction.** With the exception of landscaping, common area improvements, or roadway improvements located thereon, neither Developer, the County, nor their respective successors and assigns, shall (a) erect any permanent or temporary structures, obstacles or barriers over or across the Easements defined herein that would otherwise interfere with the reasonable use of the Easements by the parties, (b) make use of the Easements which is inconsistent with the uses as set forth in this Agreement, or (c) permit third-parties to place any additional utility lines or associated improvements within the Easements that would unreasonably interfere with the use and operation of such Easements by the parties.

7. **Insurance and Indemnification.**

(a) The Owners of the Developer Tract and the County Tract shall each carry and maintain their own liability insurance policies covering their respective properties and the easement rights contained herein. However, Developer, or its successors and assigns as the Owner of the Developer Tract, shall indemnify, defend, and hold the County and the Library 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 during the construction of the Project, except for any such claims, demands, losses, damages, liabilities, and expenses and all suits, actions, and judgments caused by the negligence or misconduct of the County, the Library, or their respective successors, assigns, employees, tenants, invitees, or agents.

(b) Subject to the provisions of Section 7(d) below, the parties understand, acknowledge and agree that Developer shall not be held personally liable or responsible under the indemnification provisions of this Section 7 upon Developer's sale of the Developer Tract to a third-party purchaser of the Developer Tract. Further, the indemnification provisions of this Section 7 shall not apply to any unforeseeable claims, demands, losses, damages, liabilities, expenses, suits, actions, or judgments resulting or caused by any act of God or other cause beyond the reasonably foreseeable or reasonable control of Developer, or its successors and assigns.

(c) In no event shall Developer, or its successors and assigns, be liable to the County or the Library under any provision of this Agreement for any indirect, consequential, incidental or special damages, whether in contract or tort, and including, but not limited to, (i) loss of use, (ii) loss of data or information, however caused, (iii) lost profits or other economic loss, (iv) business interruption, or (v) failure of the County to operate the library on the County Tract.

(d) Notwithstanding anything set forth hereinabove, Developer, or its successors and assigns as Owner of the Developer Tract, shall correct or remedy any reasonable defects caused by faulty materials, equipment or workmanship in connection with the construction of the Walkway Improvements for a period of two (2) years from the date of issuance of a Certificate of Occupancy for the Project.

8. Term.

(a) The Easements, terms, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the Office of the Register of Deeds for Richland County, South Carolina, and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of both Developer, the County, or their respective successors and assigns.

(b) In the event that the building constructed on the Developer Tract is demolished, this Agreement shall automatically terminate without any further action required by the parties and the Agreement along with the Easements contained herein shall be null and void.

(c) In the event that the building constructed on the Developer Tract ceases to be used as a student housing project or any other use allowed by the City under its zoning and building codes, the County or the Library shall have the right to terminate any obligations it has assumed or rights it has granted relating to the Walkway Improvement Area.

9. Legal Effect. The Easements created herein shall (a) be an estate prior to any existing or future lease, lien, deed, estate, or encumbrance on the Developer Tract and the County Tract, and any existing mortgagee holding a mortgage lien on the either the Developer Tract or the County Tract shall subordinate such mortgage lien to this Agreement by separate subordination agreement recorded in the Office of the Register of Deeds for Richland County, SC (the "ROD"); (b) shall be perpetual and shall run with the properties described herein, be binding upon, and inure to the benefit of the parties hereto, and their respective successors and assigns, and all existing and future mortgagees having an interest in any properties described herein, provided, however, that the rights of such mortgagee having an interest in either all or part of the aforesaid properties shall cease and terminate at such time as the respective mortgage or mortgages of such mortgagee are satisfied and discharged of record, unless such mortgagee shall become a successor-in-title to an Owner of such property by reason of foreclosure or voluntary conveyance of such Owner's interest to such mortgagee; (c) shall be, and are, appurtenant to, and essentially necessary for the enjoyment and use of the Developer Tract and the County Tract; and (d) are made in

contemplation of commercial uses, and are of a commercial character, with respect to all properties, and are intended for the use and benefit of the lessees, tenants, licensees and invitees of the respective Owners. Further, Developer and the County hereby warrant that they have fee simple title to the Developer Tract and the County Tract respectively, and that there are no third-party interests encumbering either the Developer Tract or the County Tract which would prevent the execution and enforcement of this Agreement. **Developer and the County understand, acknowledge and agree that this Agreement shall have no legal effect until such time as (i) Developer takes ownership of the Developer Tract, and (ii) this Agreement is recorded in the ROD.**

10. No Merger. It is the express intent of Developer and the County that the Easements granted herein shall not, at any time, merge by operation of law into any future Owner's title or ownership interest in either the Developer Tract or the County Tract, but that the Easements shall remain separate and distinct rights and estates in land. It is further expressly provided that the acquisition hereafter by any other party (including, without limitation, a present or future mortgagee or lessee of either parcel or any portion thereof) of an ownership interest (in fee, leasehold, or otherwise) shall not operate to extinguish, diminish, impair, or otherwise affect the Easements granted herein, which shall remain separate and distinct estates in land.

11. Limitations. There are no other easement rights granted by this Agreement other than as expressly stated herein. **Further, Developer and the County, for themselves and their successors and assigns, specifically understand, acknowledge and agree that this Agreement does not confer any rights to Developer, or its successors and assigns, employees, tenants, invitees, or agents, to use the County Tract for parking nor is any easement for parking on the County Tract granted by the County as part of this Agreement.**

12. Captions, Gender and Number. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Whenever the context so requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

13. Binding Effect. Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against Developer, the County, the Owners and their respective successors and assigns.

14. Waiver. Any consent to or waiver of any provision hereof shall not be deemed or construed to be a consent to or waiver of any other provision of this Agreement. Failure on the part of either Developer or the County, or any future Owners of either the Developer Tract or County Tract, to complain of any act or failure to act of any party to this Agreement, irrespective of the duration of such failure, shall not constitute a waiver or modification of the rights and obligations hereunder. No waiver or modification hereunder shall be effective unless the same is in writing and signed by the party against whom it is sought.

15. Severability. If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision which shall be invalid, and in all other respects this Agreement shall stand as if such invalid provision, or other invalid portion thereof, had not been a part hereof. Developer and the County agree that this Agreement shall be enforced to the fullest extent permitted by law. Accordingly, if, in any judicial proceeding, a court shall determine that any provision of the Agreement is invalid or unenforceable as written, Developer and the County consent to an interpretation by such court which shall provide enforcement of this Agreement to the maximum extent permitted by law.

16. Entire Agreement; Amendment. This Agreement is the entire agreement and understanding of Developer and the Library with respect to the matters contemplated herein. This Agreement may be amended only by a written instrument executed by the Owners of the Developer Tract and the County Tract against whom enforcement is sought. However, the parties mutually agree to execute any future instrument required to amend any of the exhibits attached to this Agreement as may be necessary to delineate the exact locations of the easements created herein after construction of all improvements on the Developer Tract and the County Tract. The parties understand, acknowledge, and agree that any provision of this Agreement requiring the "consent" or "approval" of the County shall mean and include the written consent of the chief executive officer for the Richland

County Public Library.

17. **Notices.** Whenever notices shall or may be given to any of the Owners, such notice shall be in writing and be either hand-delivered or sent by overnight courier delivery or by mail, adequate and proper postage prepaid and affixed, addressed to the Owner of record of each tract at the address set forth for such Owner 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 to Federal Express, UPS or other national delivery service for overnight delivery or at the time it was placed in the United States Mail with proper postage affixed, as the case may be. As long as the County operates a public library on the County Tract, such notices shall be sent or delivered to both the County and the Executive Director of the Richland County Public Library.

18. **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.

19. **Subordination.** Any mortgage or bond lien encumbering all or any portion of the Developer Tract or the County Tract shall at all times be subject and subordinate to the terms and conditions of this Agreement and any party foreclosing any such mortgage or lien or acquiring title by deed-in-lieu of foreclosure shall acquire title to the Developer Tract or County Tract subject to all terms and conditions of this Agreement. The parties further agree to obtain a subordination agreement from the holder of any existing mortgage or bond lien encumbering the Developer Tract or the County Tract to be recorded simultaneously with this Agreement.

20. **As-Built Locations; Further Assurances.** The exhibits attached to this Agreement show the general locations of the Easements and improvements to be constructed pursuant to the terms of this Agreement. Developer and the County agree to execute and provide for the recordation of any amendments or modifications necessary to confirm the exact location of the Easements and other improvements constructed pursuant to the terms of this Agreement. Such revised exhibits, surveys and amendments shall be subject to the review and approval by both parties at the sole cost and expense of Developer, or its successors and assigns. Upon completion of the Project, Developer shall provide the Library with electronic and hard copies of all as-built plans and drawings for the improvements constructed within the Walkway Improvement Area and the No Obstruction Area, including but not limited to any final civil, mechanical, electrical, or storm water system plans and drawings.

21. **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.

22. **Escrow.** Upon execution of this Agreement by the parties, the Agreement will be held in escrow by Developer's legal counsel or Chicago Title Insurance Company for future recording in the ROD pursuant to a separate escrow agreement to be signed by the parties. Developer shall record the Agreement in the ROD upon Developer's acquisition of the Developer Tract.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Developer has duly executed and delivered this Agreement under seal as of the ____ day of _____, 2021.

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

DEVELOPER:

WASHINGTON & ASSEMBLY, LLC,
a _____ limited liability company

By: _____ (SEAL)

Print Name: _____

Its: _____

First Witness

Second Witness

STATE OF MISSOURI)
)
COUNTY OF _____)

ACKNOWLEDGMENT

On this _____ day of _____, 2021, before me personally appeared the within-named **WASHINGTON & ASSEMBLY, LLC**, a _____ limited liability company, by _____, its _____, who acknowledged to me that he executed the foregoing Agreement on behalf of Developer; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

(Signature of Notary Public) (SEAL)

(Signature of Notary Public)

Name: _____

Notary Public for the State of Missouri

My Commission expires: _____

[AFFIX NOTARY SEAL OR STAMP BELOW]

IN WITNESS WHEREOF, the County has duly executed and delivered this Agreement under seal as of the ____ day of _____, 2021.

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

COUNTY:

**RICHLAND COUNTY, SOUTH CAROLINA,
for the RICHLAND COUNTY PUBLIC LIBRARY,
a political subdivision of the State of South Carolina**

First Witness

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

Second Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

On this _____ day of _____, 2021, before me personally appeared the within-named **RICHLAND COUNTY, SOUTH CAROLINA, for the RICHLAND COUNTY PUBLIC LIBRARY**, a political subdivision of the State of South Carolina, by _____, its _____, who acknowledged to me that he or she executed the foregoing Agreement on behalf of the County; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

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

[AFFIX NOTARY SEAL OR STAMP BELOW]

Exhibit A

Legal Description for the Developer Tract

All those certain pieces, parcels or tracts of land, together with any improvements located thereon, situate, lying and being located on the northwestern side of Washington Street (S-40-135), at its intersection with Assembly Street (S-48), in the City of Columbia, in the County of Richland, in the State of South Carolina, being shown and designated as **TRACT 1, TRACT 2, TRACT 3, TRACT 4, TRACT 5, TRACT 6, and TRACT 7**, on an ALTA/NSPS Land Title Survey prepared for CRG-1401 Assembly, LLC by Survey One, LLC, dated May 2, 2016, last revised November 21, 2019, and recorded _____, 2021, in the Office of the Register of Deeds for Richland County, South Carolina, in Record Book _____ at Page _____; and having the boundaries and measurements as shown on said survey; reference being craved thereto as often as is necessary for a more complete and accurate legal description.

The Developer Tract being the same property conveyed to Developer by (i) deed of Robert Hampton Frierson, Jan Vismor Frierson, Meghan E. Frierson a/k/a Maghan E. Frierson, and Robert Justin Frierson, dated _____, 2021, and recorded _____, 2021, in Record Book _____ at Page _____; (ii) deed of Estelle H. Frierson, dated _____, 2021, and recorded _____, 2021, in Record Book _____ at Page _____; (iii) deed of Rebecca Ann F. Sox, William Alan Sox, Susan Agnes Frierson, and Rebecca Ann F. Sox, as Custodian under the Uniform Gift to Minors Act for Vivian Estelle Sox, dated _____, 2021, and recorded _____, 2021, in Record Book _____ at Page _____, and (iv) by deed of CRG - 1401 Assembly, LLC, dated _____, 2021, and recorded _____, 2021, in Record Book _____ at Page _____.

TMS No(s): 09013-03-06, 09013-03-07, 09013-03-08, 09013-03-10, 09013-03-11, 09013-03-12, 09013-03-13, and 09013-03-09

Exhibit B

Legal Description for the County Tract

All that certain piece, parcel or lot of land, containing Sixty-Nine Thousand Three Hundred Eighty-Five (69,385) square feet, more or less, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, more fully described on that certain plat of property surveyed for MS Investments by B.P. Barber & Associates, Inc., dated December 9, 1977, and recorded in the Office of the Register of Deeds for Richland County, SC, in Plat Book Y, Page 486; and having the boundaries and measurements as shown on said survey; reference being craved thereto as often as is necessary for a more complete and accurate legal description.

EXCEPTING from the above-described property that portion of the property conveyed to the Columbia Development corporation by deed of the City of Columbia, recorded March 25, 1983, in Deed Book D-641, Page 482, the office of the Register of Register of Deeds for Richland County, SC.

AND ALSO

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being located in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as **Parcel A, containing 0.051 Acres**, also shown as containing 2,218 square feet, more or less, on a plat prepared for Richland County Library by Survey One, LLC dated June 29, 2017 and recorded in **Plat Book 2246 at Page 3349** in the Register of Deeds for Richland County; and having such metes and bounds as will be shown by reference to said plat. The metes and bounds as shown on said plat are incorporated herein reference.

AND ALSO

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being on the western side of Assembly Street, between Washington Street and Hampton Street (formerly Plain Street), in the City of Columbia, State of South Carolina, being irregular in shape, beginning at a point on the Western side of said Assembly Street, One Hundred Fifty-Six (156') feet, more or less, South of the intersection of the said Hampton Street (formerly Plain Street), and running thence straight West Two Hundred Eight feet Eight inches (208'8"), more or less; thence turning and running straight South Twenty feet Six inches (20'6"), more or less; thence turning and running straight West Fifty-Four feet Four inches (54'4"), more or less; thence turning and running straight South Forty feet Four inches (40'4"), more or less; thence turning and running straight North Eight feet Ten inches (8'10"), more or less; thence turning and running straight East Two Hundred Eight feet Eight inches (208'8"), more or less, to said Assembly Street; and thence turning and running straight North along said Assembly Street Fifty-Two feet Two inches (52'2"), more or less, to the point of commencement; being bounded on the North by lots now or formerly of Rawls, Dunlap and Estate of Charles Logan; on the East by said Assembly Street and lot now or formerly of Vroman; on the South by lots now or formerly of Vroman and of Newton; and on the West by lots now or formerly of Starling and the Estate of Charles Logan, all measurements being more or less.

AND ALSO

ALL that certain piece, parcel or lot of land with the improvements thereon supposed to contain one fourth (1/4) of an acre, more or less, situate, lying and being in the City of Columbia, County of Richland, in the state aforesaid, on the north side of Washington Street, between Assembly and Park Streets, being designated as 1009 Washington Street, and fronting thereon for a distance of approximately fifty-two (52) feet, more or less; said lot being bounded on the east by lot formerly belonging to R. Hennessee, on the west by a lot formerly belonging to one Bronson, on the north by lot formerly belonging to Pollock and Levy, and on the south by the said Washington Street.

AND ALSO

ALL that lot or parcel of land, with improvements thereon, situate, lying and being on the west side of Assembly Street, between Washington and Hampton Streets, in the City of Columbia, County of Richland, State of South Carolina, being known and designated as Lot No. 2 on a plat of the Levy Lands made by V.B. Mills, City Surveyor, dated the 19th day of December, 1885, and recorded in the Office of the Clerk of Court for Richland County in Deed Book "P" at page 473, and bounded on the north by Lot No. 3 on said plat and measuring thereon two hundred eight feet and four inches 208 '4"), more or less, east by Assembly street and measuring thereon fifty-two (52 1) feet, more or less, south by lot of Sweeney, and west by lot now or formerly of Newton, said lot being in shape a rectangle.

AND ALSO

ALL that certain piece, parcel or lot of land, together with the improvements thereon, and known as 1406 Park street, in the City of Columbia, County of Richland, and State of South Carolina, said lot is shown on the Tax Map on file in the office of the Auditor for Richland County Tax Map 9013-3-19 said lot fronts on Park Street forty-eight (48') feet and runs back in parallel lines for a distance of one hundred five (105') feet; being a portion of the property conveyed by deed of Leroy P. Hardy, Jr. recorded in the office of the Register of Mesne Conveyance for Richland County in Deed Book 292 at page 875.

AND ALSO

ALL those pieces, parcels or lots of land, with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, known as 1005 and 1007 Washington Street, the same being shown on a plat prepared for Brady E. Hair by Belter & Associates, dated May 20, 1974 and recorded in the RMC Office for Richland County in Plat Book 45 at page 964; and being more particularly shown on a plat prepared for Kie-Bag Associates by Cox and Dinkins, Inc., dated February 6, 1989, to be recorded, and according to said latter plat, having the following measurements and boundaries, to-wit: on the North along property now or formerly of Bagwell, whereon it measures for a total distance of 54.25 feet; on the East along property now or formerly of Bagwell, whereon it measures 66.09 feet; on the South along Washington street, on which it fronts, whereon it measures for a total distance of 54.03 feet; and on the west along property now or formerly of Mauterer, et al, whereon it measures 66.00 feet. Be all said measurements a little more or less.

AND ALSO

ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being on the northern side of Washington Street, currently known as 1003 1/2 Washington Street, in the City of Columbia, South Carolina, and shown on that plat prepared for Columbia Center Associates II by Cox and Dinkins, Inc., dated June 24, 1989, to be recorded and according to said plat, having the following measurements and boundaries, to-wit: On the North along property now or formerly of Hardy, whereon it measures 9.50 feet: on the East along property now or formerly of Hair, whereon it measures 65.93 feet: on the South along Washington Street, wherein it measures 9.50 feet; and on the West along property now or formerly of Williams, whereon it measures 65.90 feet; be all said measurements a little more or less. Subject, however, to an encroachment as shown on the above mentioned plat of Cox & Dinkins, Inc.

This being the same property conveyed to the County by (i) deed of the City of Columbia, South Carolina, dated January 15, 1991, and recorded January 14, 1991, in Deed Book D-1014 at Page 764; (ii) deed of Vivian Estelle Sox Warner formerly Vivian Estell Sox, dated August 29, 2017, and recorded September 27, 2017, in Record Book 2247 at Page 512; (iii) deed of Rebecca Frierson f/k/a Rebecca Ann F. Sox, Susan Frierson Price f/k/a Susan Agnes Frierson, and Rebecca Frierson f/k/a Rebecca Ann F. Sox, as Custodian under the Uniform Gift to Minors Act for Vivian Estelle Sox, dated August 22, 2017, and recorded September 27, 2017, in Record Book 2247 at Page 504, (iv) deed of L.S. Rivkin, dated January 16, 1991, and recorded January 17, 1991, in Deed Book D-1014 at Page 996; and (v) deed of Columbia Center Associates II, a South Carolina general partnership, dated January 8, 1991, recorded January 11, 1991 in Deed Book D-1014 at Page 454 and re-recorded in Deed Book D-1016 at Page 843.

TMS No.: 09013-03-01

Exhibit C

County Access Area and No Obstruction Area

EXHIBIT C
NO OBSTRUCTION AREA AND COUNTY ACCESS AREA

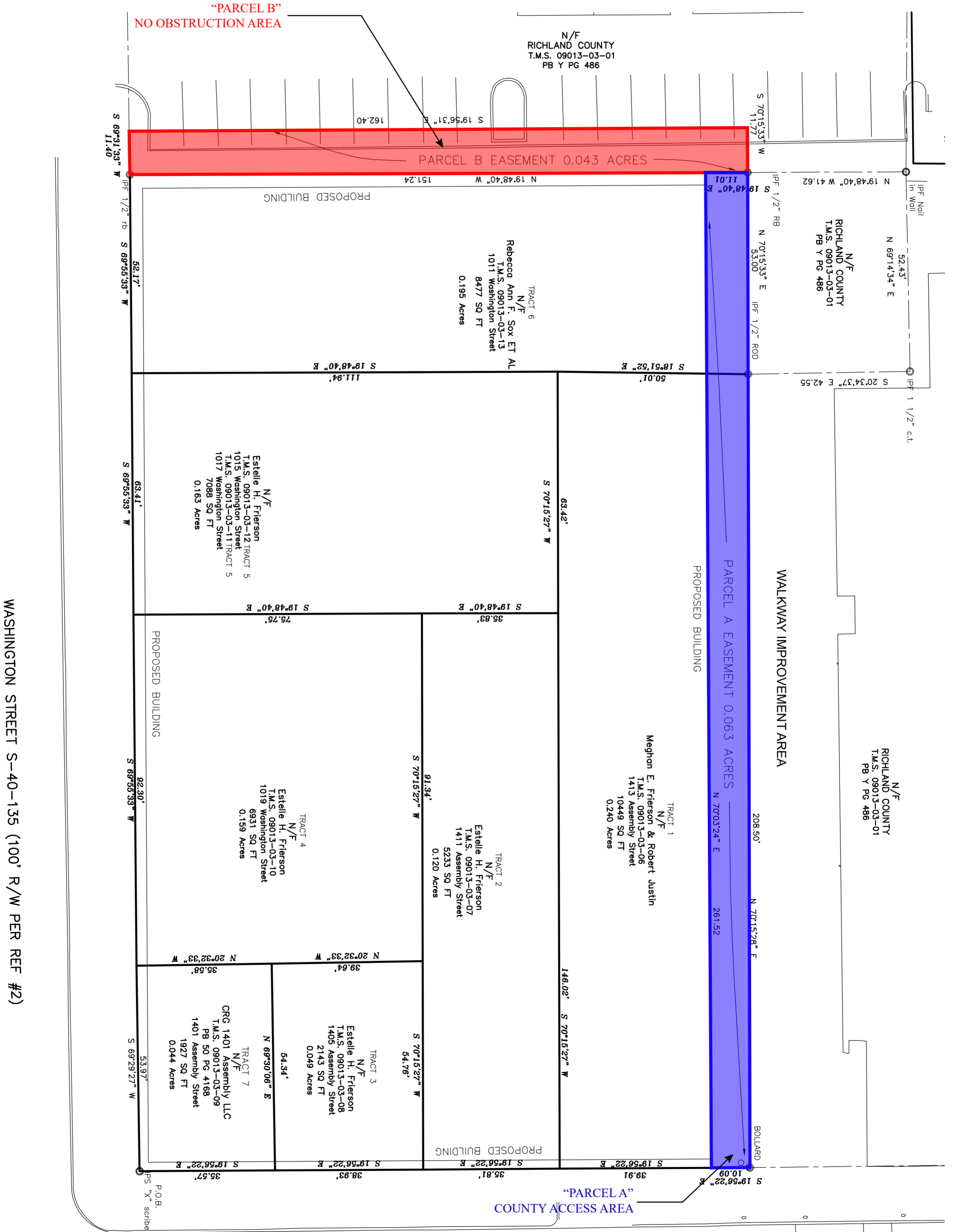
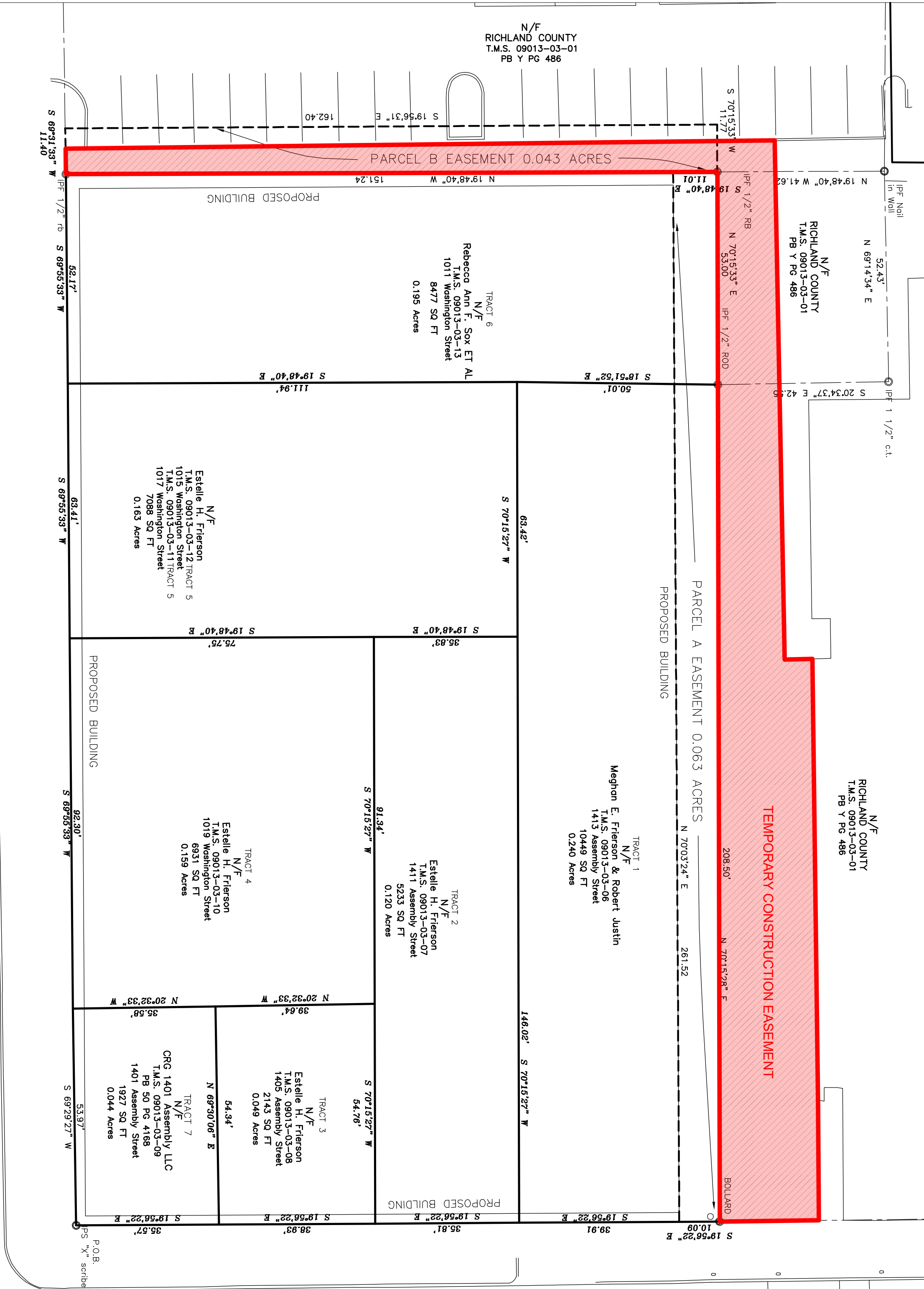


Exhibit D

Temporary Easement Area

EXHIBIT D
TEMPORARY EASEMENT AREA

WASHINGTON STREET S-40-135 (100' R/W PER REF #2)



ASSEMBLY STREET S-48 (150' R/W PER REF #1 & REF #2)

Exhibit E

Scope of Walkway Improvements

WALKWAY IMPROVEMENTS OUTLINE SPECIFICATIONS

Columbia, SC

1. PROJECT OVERVIEW

- a. Developer intends to develop a new private student dormitory complex at the 0.97 acre site at 1401 Assembly Street in Columbia, SC.
- b. The project shall consist of a multistory building with a concrete structure.
- c. As a part of the scope of the project, Developer has agreed to construct the Walkway Improvements as described in the following outline specifications and drawings dated January 28, 2020, as amended.

2. CODES, STANDARDS, AND OTHER REQUIREMENTS

- a. All design and construction shall be in accordance with all applicable local, state and federal codes and standards, ADA and Fair Housing requirements, any known or expected interpretations or requirements put upon the project by any Authority Having Jurisdiction (AHJ) at the time of GMP preparation.
- b. All subcontractor permits, as well as any permits required for road or sidewalk closures, shall be obtained prior to the commencement of the work.
- c. Flatwork, paving, and foundations shall be designed in full accordance with the recommendations made in any geotechnical reports issued during the schematic design phase.

3. SITEWORK

Site work shall include excavation, demolition, site clearing, removal of underground obstructions, material haul-off, establishing new utility connections as required, paving, site lighting, and all other necessary work at or below grade, both on-site and within the public right of way, required to complete the building and site improvement work.

- a. Demolition
 - i. The planter retaining wall that abuts the library's southern façade will be cut to 10" high, beginning west of the intake grate at the top of the site and following the slope of the ramp that runs alongside it. The slope of the wall will maintain the 10" height to the door of the children's section of the library at the bottom of the site.
 - ii. All concrete to the south of the planter retaining wall shall be removed.
 - iii. The existing retaining wall that extends from Assembly to the library's rear parking lot at the bottom of the site will be removed to finished grade.
 - iv. The library's existing storm water retention tank shall not be disturbed by the demolition activities on site.
- b. Underground Utilities
 - i. Any underground utilities included within the Walkway Improvements shall be contained within the Developer Tract.

Exhibit E

Scope of Walkway Improvements (continued)

- ii. Developer shall provide additional storm water detention capacity as required due to the Walkway Improvements and the resulting increase in impervious area. Developer shall share all civil engineering drawings with the County as they are produced.

- c. Curbs & Sidewalks
 - i. Provide new public walkways, curbs, and ADA ramps in substantial conformance with the attached plan and renderings dated January 28, 2020, as amended.
 - ii. Paving sections shall conform to geotechnical recommendations and civil engineering drawings.
 - iii. Signage shall be provided as required by code.
 - iv. New flatwork will receive a surface retardant (Top Cast by Grace, or equal) with a light sandblast finish.
 - v. The steps will be pre-cast concrete treads, including the amphitheater. The amphitheater seating steps are 1' 3" high and 3' 2" wide to allow for comfortable terraced seating.
 - vi. The new retaining walls for the planting buffer between the ramp and new pavement will be cast in place concrete to match existing walls.
 - vii. The pavement at the top of the maintenance staircase directly adjacent to the library along Assembly will be replaced.

- d. Landscaping
 - i. Plant materials shall include shrubs, perennials, grasses, and turf either naturalized or native to the Columbia, SC region and designed to comply with local zoning requirements.
 - ii. Plant materials shall be selected based on light availability and function. There will be three mixes: part shade flex space, deep shade buffer, and entry part shade.

- e. Site Lighting
 - i. Festoon and sconce lighting will be added to the site. Existing pedestrian pole site lighting will remain the same.
 - 1. Festoon Lighting Product:
 - a. Tokistart Exhibitor or equal
 - 2. Sconce Lighting Product:
 - a. 24" textured bronze Sonneman "Sideways" or equal

- f. Railings
 - i. All railings will be galvanized steel painted handrail with Tnemec paint finish. The railing will be core drilled into the concrete surface. Existing railings shall be removed.

4. MURAL

The mural will be produced by local artist mutually acceptable to both Developer and the County. Representatives from the Richland County Main Library shall manage the search for the appropriate local artist. Both the County and Developer shall review mural mockup and concept presentations, and shall each have approval rights regarding the artist and mural subject matter. Developer has budgeted \$15,000 for the mural.

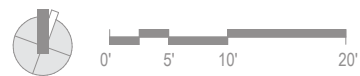
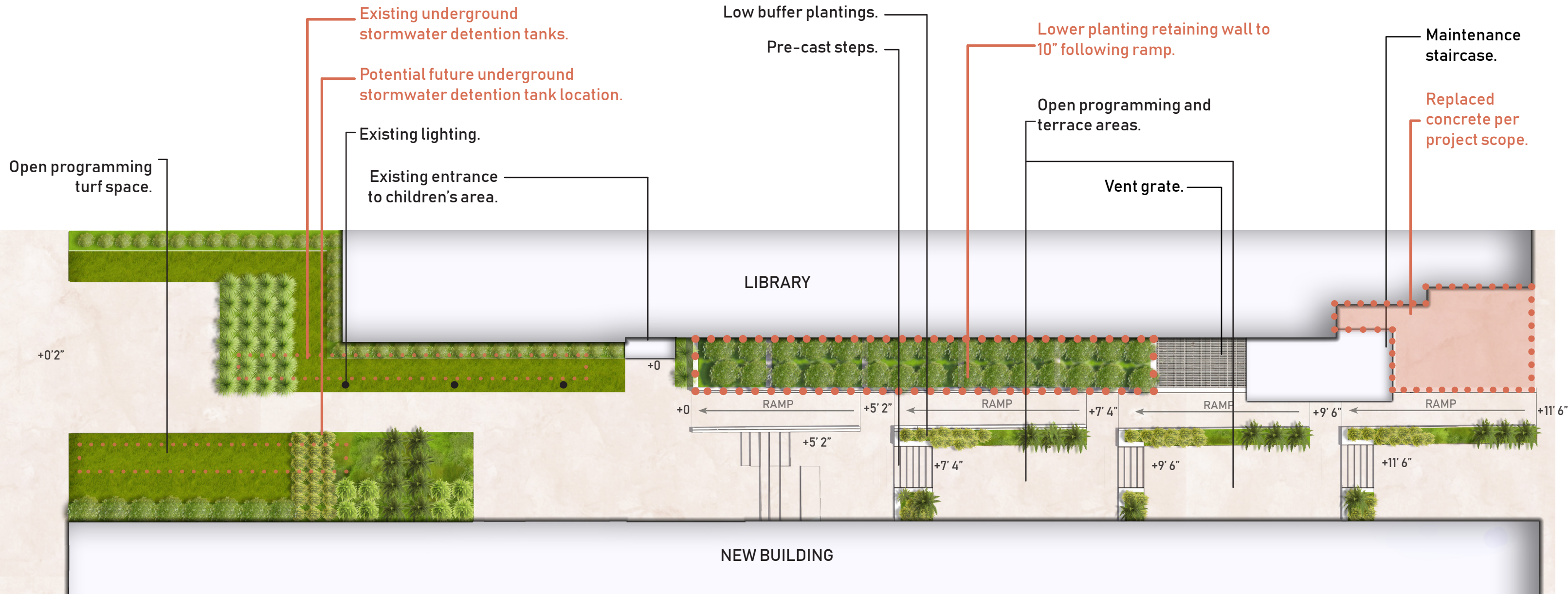


EXHIBIT E - WALKWAY IMPROVEMENTS

FESTOON
LIGHTING
AMPHITHEATER

SCONCES

LOW
PLANTING
LIBRARY
ENTRANCE
SERVICE
STAIRWELL



01.28.20
LOOKING
WEST

Lamar Johnson
Collaborative

FESTOON LIGHTS

SERVICE STAIR

PLANTING BUFFER

SCONCES

MURAL

3' HT WALL

01.28.20
LOOKING
EAST

Lamar Johnson
Collaborative

SLOPING
PLANTING
EXISTING
LIGHTING
LIBRARY
ENTRANCE

FESTOON LIGHTS

SCONCES

AMPHITHEATER

MURAL

PLANTING BUFFER

FLEXIBLE
GREENSPACE

01.28.20
LOOKING
EAST

Lamar Johnson
Collaborative



Exhibit F

Location of Walkway Improvement Area

ASSEMBLY STREET S-48 (150' R/W PER REF #1 & REF #2)

WASHINGTON STREET S-40-135 (100' R/W PER REF #2)

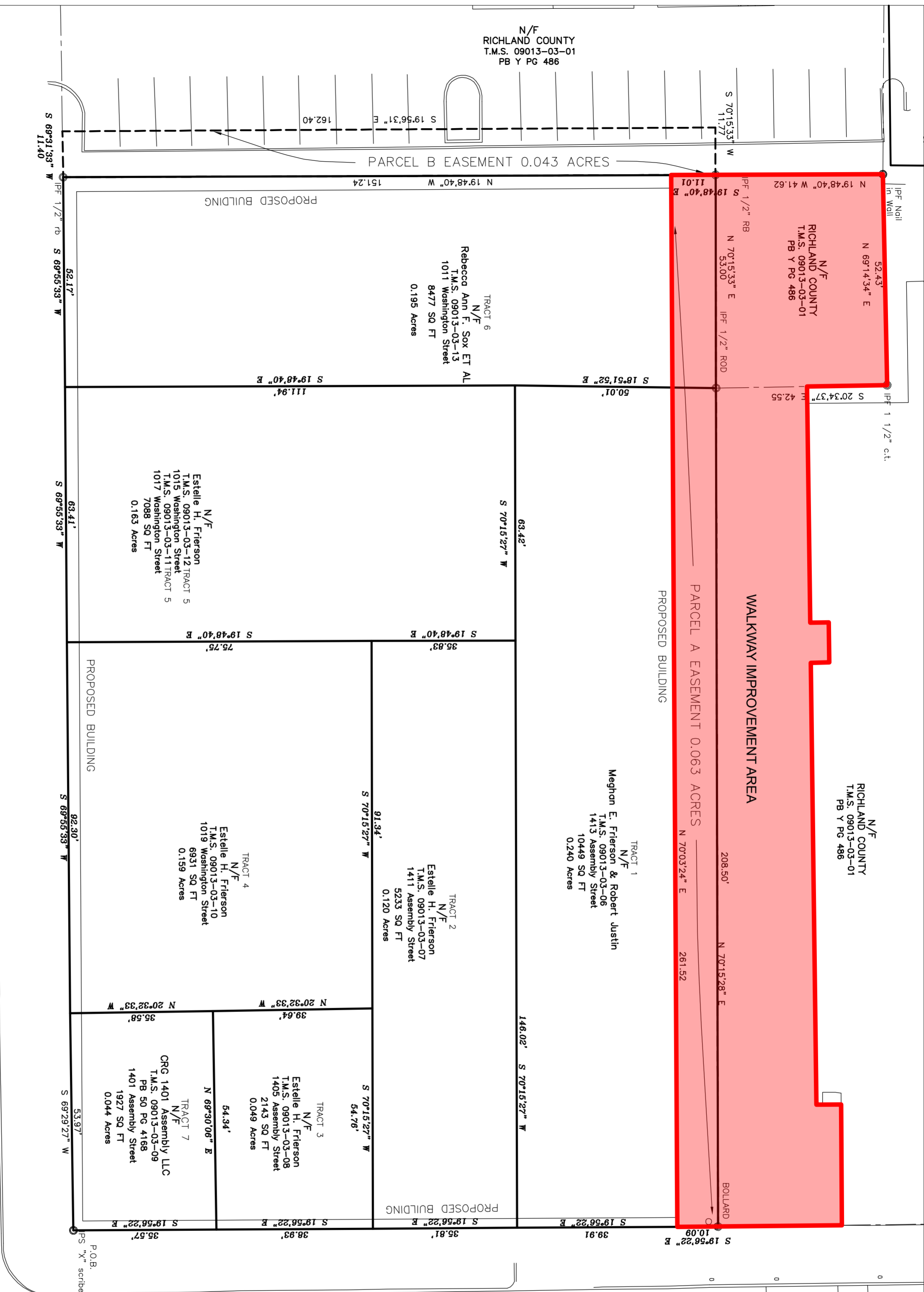
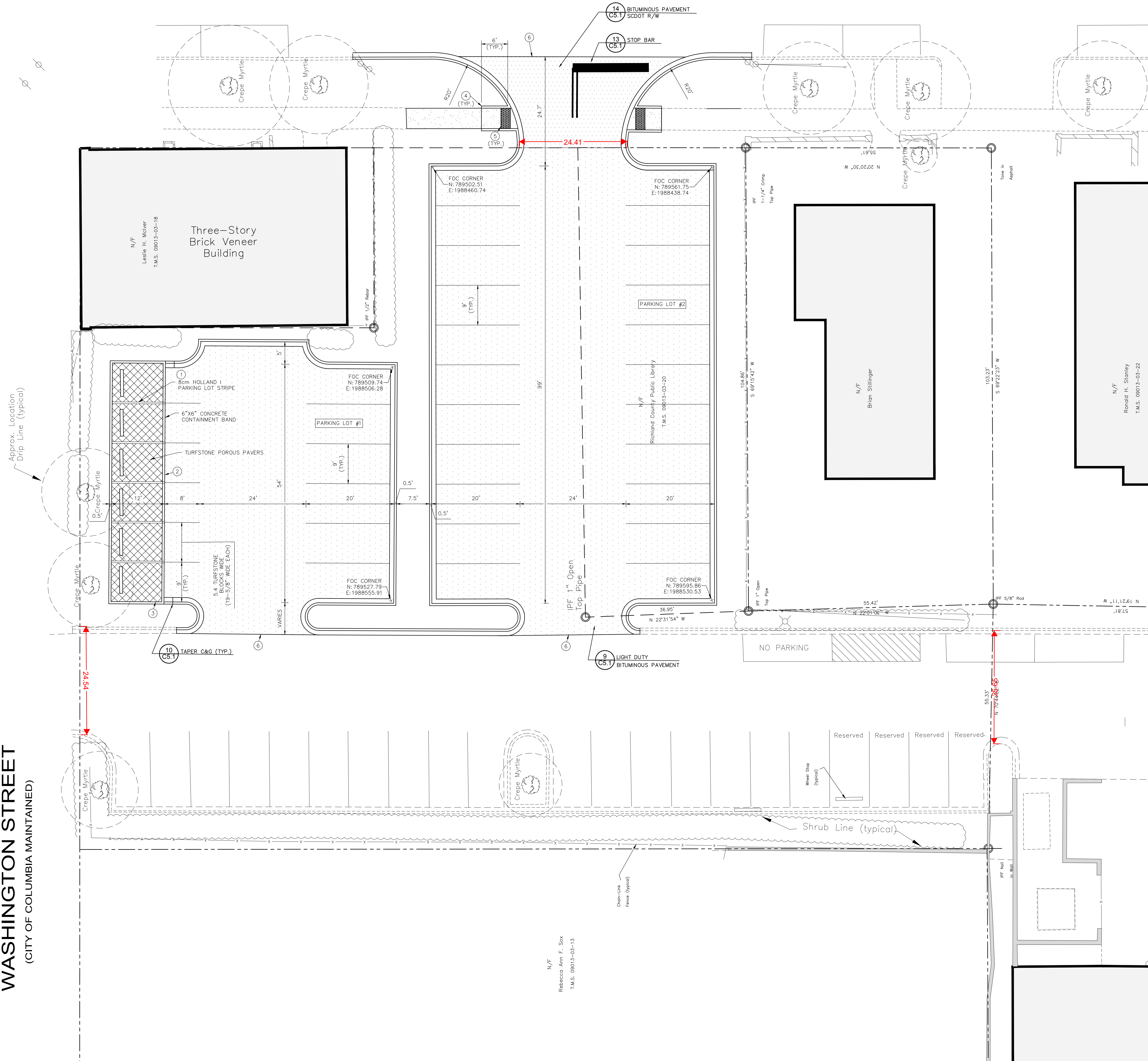


Exhibit G
Gate Locations

WASHINGTON STREET
(CITY OF COLUMBIA MAINTAINED)

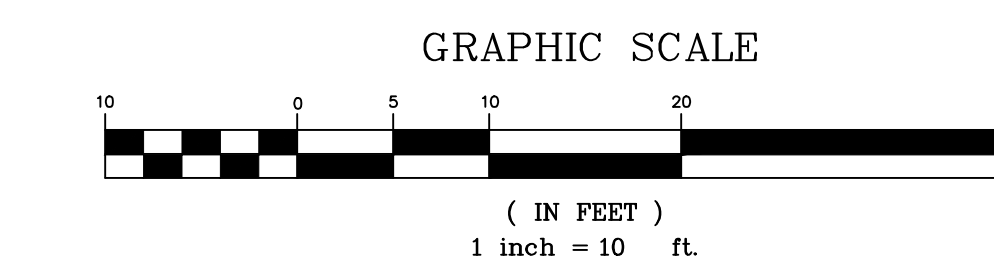
PARK STREET
(90' R/W) (CITY OF COLUMBIA MAINTAINED)



LEGEND

NEW	EXISTING	DESCRIPTION
N/A	Symbol with arrow	BENCHMARK/CONTROL POINT
N/A	Symbol with dashed lines	BUILDING
N/A	Symbol with dashed lines	CURB AND CUTTER
N/A	Symbol with dashed lines	CONCRETE SURFACE
N/A	Symbol with dashed lines	BITUMINOUS SURFACE
①	Symbol with dashed lines	CHAIN LINK FENCE
①	N/A	KEY NOTE REFERENCE

- KEY NOTES**
- INSTALL HOLLAND 1-80" PARKING LOT "STRIPES" BETWEEN SPACES.
 - INSTALL 6"x6" CONCRETE BAND AROUND POROUS PAVERS AS INDICATED.
 - CUT TURFSTONE BLOCK AS NEEDED TO FIT WITHIN 9" WIDE SPACE AGAINST CURB AND CUTTER (TYP.).
 - INSTALL CURB RETURN FOR 6" FROM GUTTER ON PARK STREET SIDE OF SIDEWALK TO PROVIDE 12:1 RAMP FOR HC ACCESS.
 - INSTALL 24" CAST IN PLACE TRUNCATED DOME DETECTABLE WARNING SYSTEM AS MANUFACTURED BY ADA SOLUTIONS OR APPROVED EQUAL (YELLOW). WIDTH TO MATCH EXISTING SIDEWALK.
 - PLACE NEW ASPHALT FLUSH WITH EXISTING ASPHALT.



No.	Description	Date	Revised By	Drawn By
		08/05/2016	MJW	MJW

Drawing Title:
ENLARGED STAKING PLAN

Drawing No.
C2.3B

vii) The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is **\$0.00**.

viii) As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as **Grantee**.

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

Responsible Person Connected with the Transaction

WASHINGTON & ASSEMBLY, LLC

By: _____(SEAL)

Print Name: _____

Its: _____

SWORN to before me this ____ day of _____, **2021**.

_____(SEAL)

Notary Public for the State of South Carolina

My Commission Expires:_____

Richland County Council Request for Action

Subject:

Southeast Water and Sewer Project – Hopkins Magistrate - Change Order 1 - TCO Construction

Notes:

February 23, 2021 – The A&F Committee recommended Council approve Change Order 1 to TCO Construction to include the addition of a 1,000 gallon tank with a grinder pump and a 4” service line install to connect the new Hopkins Magistrate’s Office at Lower Richland Boulevard while working on the construction of the Southeast Sewer and Water Expansion Project.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Jessica Mancine	Title:	Manager
Department:	Utilities	Division:	Administration
Date Prepared:	May 22, 2020	Meeting Date:	February 23, 2021
Legal Review	Elizabeth McLean via email	Date:	February 10, 2021
Budget Review	James Hayes via email	Date:	February 16, 2021
Finance Review	Stacey Hamm via email	Date:	February 16, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance Committee		
Subject:	Southeast Sewer project change order for installation of sewer tank with grinder pump and connection to the new Magistrate's Office		

STAFF'S RECOMMENDED ACTION:

Staff recommends approval of Change Order 1 to TCO Construction to include the addition of a 1000-gallon tank with a grinder pump and a 4" service line install to connect the new Hopkins Magistrate's Office at Lower Richland Boulevard while working on the construction of the Southeast Sewer and Water Expansion Project.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Connecting the Magistrate's Office during the construction will cost an additional \$13,000 to the Division 3 project, which will include the pump and tank as well as the connection to Richland County's sewer main. This is a cost saving of \$12,000 from the original design of constructing the drainfield and tank for \$25,000. The cost of this Change Order will be funded from the construction funds of the Magistrate office by the Operational Services to pay the PO increase for TCO Construction. The Operations service account used is 1337995000.532200/13371860.532200.

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

None.

REGULATORY COMPLIANCE:

Non-applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The newest Magistrate Office construction occurred in an area of Lower Richland with poor soil condition, which prohibits water absorption through the drain field system. Unfortunately, this is problematic for the new Magistrate facility that included in its original project design a septic tank and a drain field. If the County continues with the original project design, it would cost the County more money to maintain the drain field in this poor soil condition. However, the SE Sewer and Water Expansion Project (SESWP), which began after the construction of the Magistrate Office, will provide the necessary relief to the drainage issue, as the SESWP will install sewer lines to convey the waste from the facility to the Eastover Wastewater Treatment Facility. Moreover, per regulations of the South Carolina Department of Health and Environmental Control, a facility or residential home is required to connect to the public sewer system if available.

Operational Services and Utilities staff held several meetings to discuss changes to the septic system for the Magistrate Office to connect once the SE Sewer and Water Project was approved and funded. The septic tank is required to ensure that the facility restrooms can operate during any force main break or outage. The 1000-gallon tank with a grinder pump is sized per engineering requirements to connect the Magistrate’s Office to the force main that is being constructed along the Lower Richland Boulevard. The installation of a 1000-gallon tank with a grinder pump will also eliminate the need to install the drain field that was originally designed for the Magistrate’s Office costing \$25,000. The savings of approximately \$12,000 are put back to be used for other changes at the Magistrate Office. The operation and maintenance of the septic tank and grinder pump will be the responsibility of the building services.

The Operational Services will pay for this change order of \$13,000 from Magistrate office construction account GI-1337995000.532200/13371860.532200.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The equipment installation is on-hold pending approval of Council.

ATTACHMENTS:

1. Changer Order Request by the contractor with Engineer approval.
2. Specification of the grinder pump

CHANGE ORDER

**RICHLAND COUNTY GOVERNMENT
2020 HAMPTON STREET
COLUMBIA, SC 29204**

Change Order #: 1

Contract No: CN200032

Project: SE Sewer/Water Project Div 3

Contractor: TCO Construction

The following changes are hereby made to the CONTRACT DOCUMENTS:

Item	Description	Add	Delete	Unit Price	Contract Increase	Contract Decrease
1	installation of 1000 gallon tank grinder pump with 4" service line for Magistrate's office				13000	
TOTALS		0.00	0.00		\$	\$
NET CONTRACT INCREASE/DECREASE					\$13,000.00	\$0.00

CHANGE TO CONTRACT VALUE:

Original Contract Price: \$ 5,822,022.04

Current Contract Price after previous change orders: \$ 5,822,022.04

The contract price will be

increased by: +\$ 13,000.00

decreased by: -\$

The new Contract Price will be: \$ 5,835,022.04

CHANGE TO CONTRACT TIME:

Contract time will be increased / decreased by: 0 Calendar Days

The new date for completion of all work will be: _____

Requested By: **Jessica Mancine** Date: 5/8/2020


Signature

Recommended By (Engineer): **Joel E Wood & Associates** Date: 5/8/2020


Signature

Recommended By (COR for Richland Co.): **Tariq (Jani) Hussain** Date: 5/8/2020


Signature

Accepted By (Contractor): **TCO construction Inc** Date: 5/11/2020


Signature

Accepted By (Richland County Administrator): _____ Date: _____

Signature

-copy-

CONTRACT CHANGE ORDER

Project: SE Richland County Sewer + Water System Expansion - Div. 3
Date: 4/27/2020 SRF No.: 574-20
Contractor: TCO Construction Owner: Richland County Utilities
Contract No.: RC-293-B-2020 Change Order No.: 1

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

Installation of one 1,000 gallon tank grinder pump with 4" service line for the Magistrate Office. This item was not included in the original bid.

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

Original Contract Price:	\$ 5,822,022.04
Change in Contract Price due to this Change Order:.....	\$ 13,000.00
Total Decrease of this Change Order:.....	\$ _____
Total Increase of this Change Order:.....	\$ 13,000.00
Net (increase)(decrease) in Contract Price:.....	\$ + 13,000.00

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

The sum of \$13,000.00, is hereby (added to) (deducted from) the total contract price, and the total adjusted contract price to date thereby is \$5,835,022.04.

The time provided for completion in the contract is (unchanged) (increased) (decreased) by 0 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto. Liquidated damages will be assessed: yes/no \$/days _____

Total \$ —

Recommended by [Signature] 4-27-20
Engineer Date

Accepted by [Signature] 4-28-20
Contractor Date

Approved by [Signature] 04/28/2020
Owner Date

LSG200-SERIES

Omnivore® Grinders

Liberty Pumps®

A Family and Employee Owned Company



2 hp

1-1/4" Discharge

Features

- Patented V-Slice® Cutter Technology
- One-piece uni-body casting
- Stainless-steel impeller
- Quick-connect power cord
- Internal or external capacitor models available



No Exception Taken
Rejected
Revise and Resubmit

Make Corrections Noted
Submit Specified Item

Checking is on for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades; and satisfactory performance of his work.

JOEL E. WOOD & ASSOCIATES, L.L.C.

Date 04/23/2020

By Joel E. Wood

Joel E. Wood
04/23/2020

Patent: See
www.LibertyPumps.com/patents



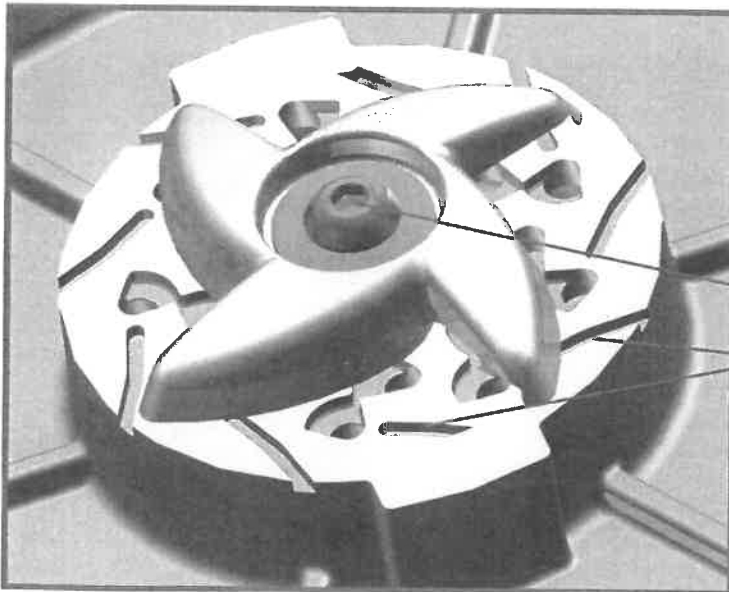
LSG200-Series

Liberty Pumps LSG200-Series Grinder Pumps meet the demanding needs of commercial and residential sewage applications where difficult solids handling ability is crucial. The LSG200-Series features a superior cutting system made of hardened 440 stainless steel – Rockwell C 58, for shearing solids into small particles prior to being passed to the discharge by the impeller under high pressure. Applications include individual or groups of homes, motels, schools, shopping centers, lakefront developments and systems requiring high pressure sewage pumping.



Features

- 2 hp, heavy-duty motor – oil-filled, thermally protected
 - Upper and lower ball bearings
 - One-piece uni-body cast iron housing
 - 300 Series SS rotor shaft
 - 316 Stainless-steel impeller
 - Dual seals – Upper seal is unitized durable silicon carbide. Lower seal is Viton® double-lip. (Lower seal ensures that all debris is kept away from upper seal)
 - Motor windings insulated to Class B (130°C)
 - Advanced V-Slice® Cutter Technology made of hardened 440 stainless steel – Rockwell C 58
 - Horizontal 1-1/4" FNPT discharge
 - Back vanes on impeller and spiraled bottom plate for superior solids clearing
 - Stainless-steel fasteners
 - Clog-free volute design
 - Designed for maximum heat dissipation and cool motor operating temperatures
 - Solid state starting circuit - no mechanical relay coil
 - Quick-connect 25' power cord
 - Piggyback plug with wide-angle float switch (on automatic model) eliminates need for expensive panel
- Viton® is a registered trademark of DuPont Dow Elastomers LLC.



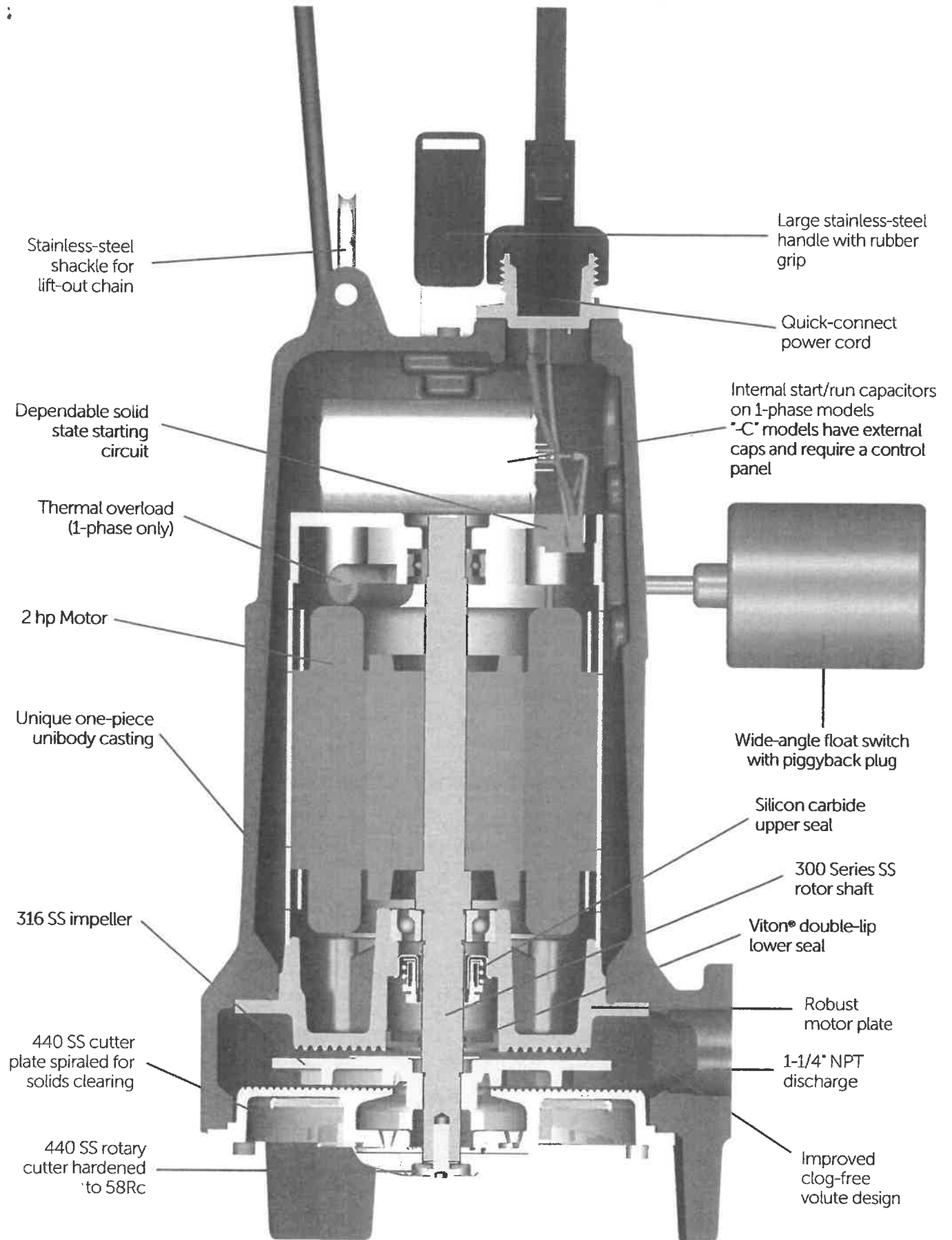
V-Slice® Cutter Technology

Superior cutting system provides improved shredding performance over radial cutters. V-pattern provides up to 108 alternated cuts per revolution. Entire cutting system made of 440 stainless steel hardened to 58Rc.

Recessed cutter bolt eliminates wadding

Exclusion cleanout slots and back relief clears debris from under cutter

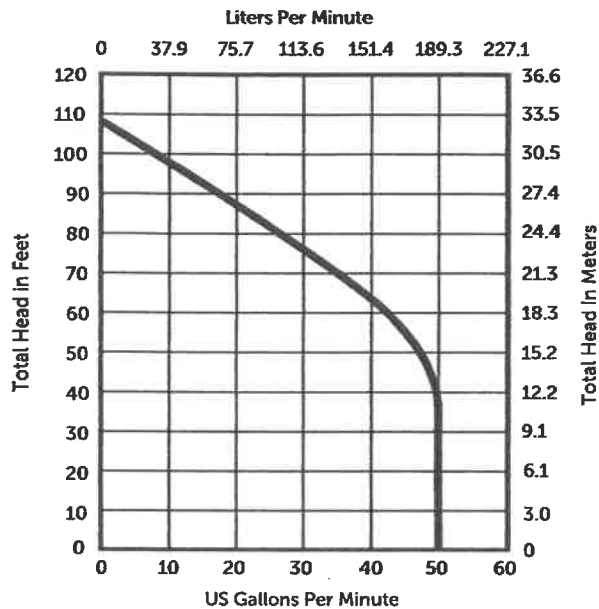
Patent: See
www.LibertyPumps.com/patents



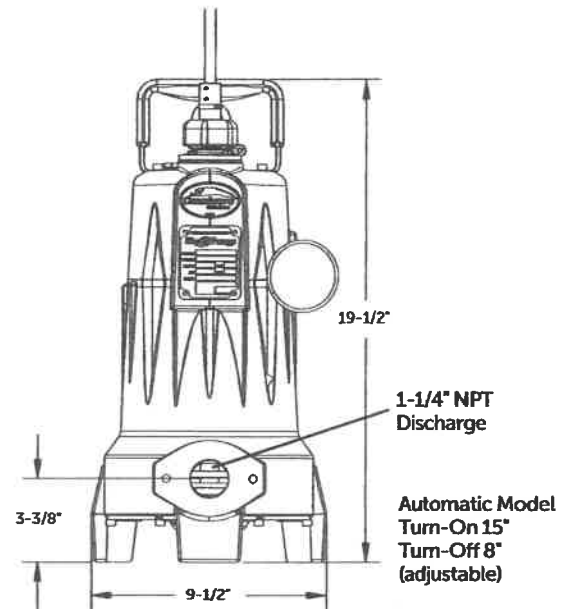
LSG200-Series

Performance Curve

60 Hz, 3450 RPM



Dimensional Data



Models

MODEL	HP	VOLTS	PHASE	HZ	AMPS	LOCKED ROTOR AMPS	DISCHARGE	FLOAT SWITCH	WEIGHT
LSG202A	2	208-230	1	60	15	53	1-1/4"	Yes	86 lbs
LSG202A-5-Y	2	208-230	1	60	15	53	1-1/4"	Yes	86 lbs
LSG202M	2	208-230	1	60	15	53	1-1/4"	No	84 lbs
LSG202M-C	2	208-230	1	60	15	53	1-1/4"	No	84 lbs
LSG203M	2	208/230	3	60	10.6	62	1-1/4"	No	84 lbs
LSG204M	2	440-480	3	60	5.3	31	1-1/4"	No	84 lbs
LSG205M	2	575	3	60	4.9	31	1-1/4"	No	84 lbs

1-phase models are thermally protected. 3-phase models require a properly sized control panel. Maximum fluid temperature 140° F.
 *Models with "Y" suffix feature 50' integrated y-cord with float switch and bare leads.

LSG202M and LSG202A feature internal capacitors and do not require a separate control panel for operation. LSG202M-C features external capacitors, requiring a panel with appropriately sized start and run capacitors.

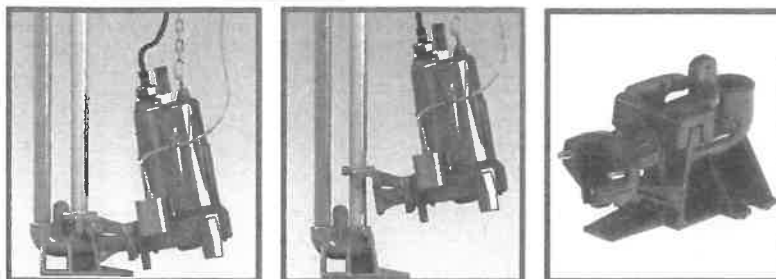
Options for LSG202M-C: External Cap Grinder

MODEL	DESCRIPTION
K001316	Start/Run Capacitor Kit for retrofit in existing panels
SXHC24=3-3	Simplex NEMA 4X Panel with start/run capacitors
AE24HC=3-3	Duplex NEMA 4X Panel with start/run capacitors

For complete panel specifications, see SX or AE-series literature.
 25' cord standard on all models. LSG202M-C features 35' cord standard. Y-cord models have a 50' cord.

GR20 Guide Rail Base

(GR20 option sold separately)



- Cast Iron construction
- Single 1-1/4" guide rail pipe design
- Auto alignment feature
- GR20 works only with LSG-Series pumps
- Upper rail support bracket

Specifications subject to change without notice.

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Liberty Pumps - 7000 Apple Tree Avenue - Bergen, New York 14416
 Phone 800-543-2550 - Fax 585-494-1839 - LibertyPumps.com

Richland County Council Request for Action

Subject:

Sewer Availability - Savannah Wood Phase II

Notes:

February 23, 2021 – The A&F Committee recommended Council approve the proposed development.



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Utilities
Date Prepared:	January 04, 2021	Meeting Date:	February 23, 2021
Legal Review	Elizabeth McLean via email	Date:	January 19, 2021
Budget Review	James Hayes via email	Date:	January 19, 2021
Finance Review	Stacey Hamm via email	Date:	January 19, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Request for Approval for a Proposed Development for Savannah Wood Phase II, Hopkins, SC 29061 Tract (TMS R21900-06-14) / CAP E-2020007		

STAFF'S RECOMMENDED ACTION:

A Sewer Availability Letter has been issued (see attached). Staff recommends that County Council approve the proposed development.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?		Yes		No
If no, is a budget amendment necessary?		Yes		No

No budget impact (non-applicable).

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The proposed development will provide additional sewer infrastructure to Richland County Utilities (RCU) in District 11 at no cost to the County. The estimated value of the new sewer infrastructure will be known once the design is completed through the Delegate Review Process (DRP). At build-out, the developer will pay a sum of \$260,000 in sewer tap fees. In addition, the customers will pay monthly sewer charges of \$55.68 per home, totaling up to \$3,619.20 per month ($\$55.68 \times 65 = \$3,619.20$).

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

No Legal feedback/commentary.

REGULATORY COMPLIANCE:

There are no known compliance issues. However, if this request is denied, RCU will have to justify denying sewer service to the development, even though sewer is available, with the South Carolina Department of Health and Environmental Control (SC DHEC).

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

RCU submits information on all new developments to County Council for approval before proceeding with the Delegated Review Program (DRP). Once the developer receives approval from County Council, they can proceed with design the system in accordance with the DRP.

Initial information regarding this development was generated on October 6, 2020, when staff received a request from the Civil Engineering of Columbia (CEC) for sewer availability for the proposed development. The proposed development consisting of 65 single-family residential lots is located at Rabbit Run and Lower Richland Blvd, Hopkins, SC 292061 (see Figure 1, a and b). The 65 single-family residential lots will generate an average daily flow of 19,500 gallons per day (GPD) of wastewater. RCU staff evaluated the development in accordance with our Capacity Assurance Program (CAP) and has determined that we currently have adequate capacity to accept this additional wastewater.

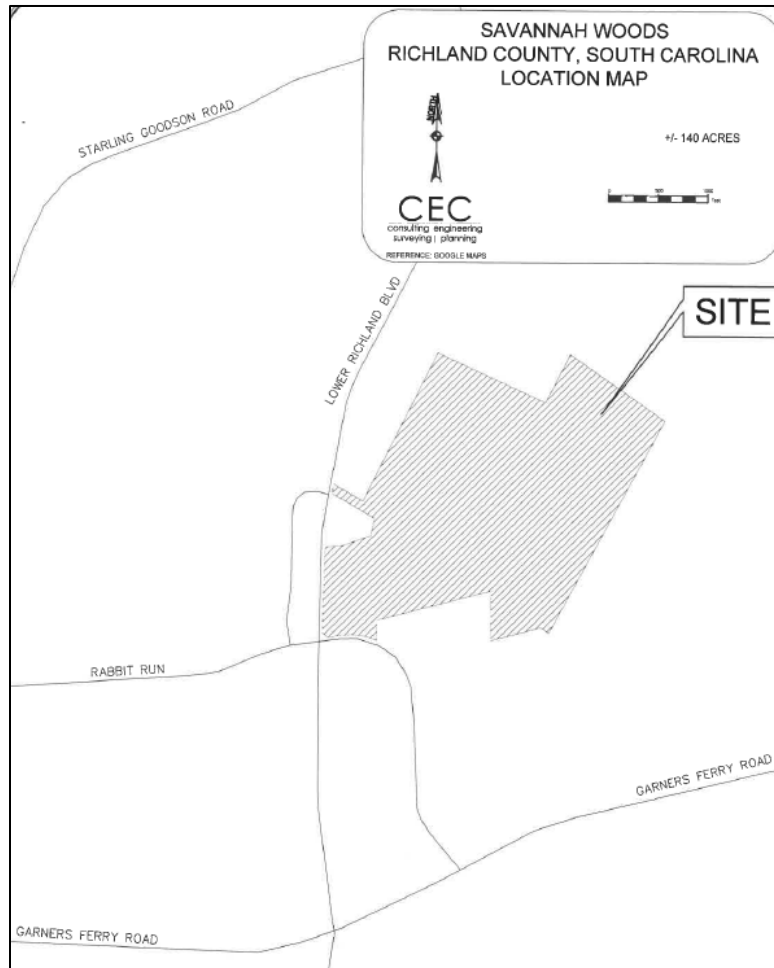
Upon completion of Phase 1 of the Southeast Sewer System project, RCU will treat the wastewater at the Eastover Wastewater Treatment Plant. If the County Council denies the request for connection to the Richland County sewer system, the developer will be required to build individual septic tanks for each lot, and no additional sewer infrastructure or fees will be provided to the County.

The table shown below summarizes the project.

Project name	Project address	TMS	Number of Units	Tap Fee Revenue	Monthly Revenue	Meets Zoning Requirements?	Notes
Savannah Wood Phase II	At Rabbit Run and Lower Richland Blvd, Hopkins, SC 292061	R21900-06-14	65	\$260,000	\$3,619.2	Yes, see attached	Phase I of this project was approved and is under construction

Figure 1: Location of the Proposed Development: TMS# R24500-06-10

a.



b.



ATTACHMENTS:

1. Willingness to serve letter
2. Zoning Letter

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

October 8, 2020

Bill Flowers
CEC
3740-A Fernandina Rd
Columbia, SC 29201Re: Sewer Availability Letter
Savannah Wood Phase II
TMS # R21900-06-14

Dear Mr. Flowers,

In response to your preliminary submittal on October 6, 2020, regarding sanitary sewer availability for the above-referenced parcel, Richland County Utilities currently has capacity to serve up to 65 REUs (19,500 GPD) for the development's sewer needs through the year 2021. The additional capacity will be available when the Southeast Sewer System under construction is complete. The discharge location will be at the manhole intersection of Trotter Road and Garners Ferry Road.

Your request has been entered into our Capacity Assurance Program as CAP E-2020007 and will be presented to the Administration and Finance (A&F) Committee for approval. If approved by the A&F Committee, it will be moved to the full Council for final approval.

Upon approval, you will be able to submit plans and specifications following our Delegated Review Program.

The availability is valid for twelve (12) months from the date of County Council approval. If you have any questions, please contact me at 803-401-0043.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sahad Khilqa", is written over a blue horizontal line.

Sahad Khilqa, Ph.D
Sanitary EngineerCc: William H. Davis, PE, Director of Utilities
Tariq Hussain, Deputy Director of Utilities



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

January 08, 2019

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

RE: Savannah Wood
RCF # SD18-010
TMS # R21900-06-14

Dear CIVIL ENGINEERING OF COLUMBIA:

The above referenced project entitled "**Savannah Wood**", **dated 3/15/2018 with revisions through 12/19/2018**, 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:

Sewer Availability - Cabin Creek Place

Notes:

February 23, 2021 – The A&F Committee recommended Council approve the proposed development.



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Utilities
Date Prepared:	December 18, 2020	Meeting Date:	February 23, 2021
Legal Review	Elizabeth McLean via email	Date:	January 19, 2021
Budget Review	James Hayes via email	Date:	January 19, 2021
Finance Review	Stacey Hamm via email	Date:	January 19, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Request for Approval of Proposed Development at the intersection of Cabin Creek Rd and Ault Rd, Hopkins, SC29061 (TMS # R24500-06-10)		

STAFF'S RECOMMENDED ACTION:

A Sewer Availability Letter has been issued (see attached). Staff recommends that County Council approve the proposed development.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?		Yes		No
If no, is a budget amendment necessary?		Yes		No

No budget impact (non-applicable).

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The proposed development will provide additional sewer infrastructure to Richland County Utilities (RCU) in District 10 at no cost to the County. The estimated value of the new sewer infrastructure will be known once the design is completed through the Delegate Review Process (DRP). At build-out, the developer will pay a sum of \$68,000 for sewer tap fees and \$25,500 for water tap fees. In addition, the customers will pay \$55.68 monthly per home for sewer service, totaling (\$55.68 x 17) \$946.56 per month and monthly fees (based on usage) per home for water service.

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

No Legal feedback/commentary.

REGULATORY COMPLIANCE:

There are no known compliance issues. However, if this request is denied, RCU will have to justify denying sewer service to the development, even though sewer is available, with the South Carolina Department of Health and Environmental Control (SC DHEC).

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

RCU submits information on all new developments to County Council for approval before proceeding with the Delegated Review Program (DRP). Once the developer receives approval from County Council, they can proceed with design the system in accordance with the DRP.

Initial information for this development was generated on December 17, 2020, when staff received a request from the Civil Engineering of Columbia (CEC) for sewer availability for proposed development. The project is located at Cabin Creek Road and Ault Road, Hopkins, SC 292061 (Figure 1, a and b). The proposed developmant consiting of 17 single-family homes (Figure 2) is located at the intersection of Cabin Rd Creek and Ault Rd and will generate an average daily flow of 5,100 gallons per day (GPD) of wastewater. RCU staff evaluated the development in accordance with our Capacity Assurance Program (CAP) and has determined that we currently have adequate capacity to accept this additional wastewater. Water will be served from the Hopkins Regional Water System (PWS #4020002).

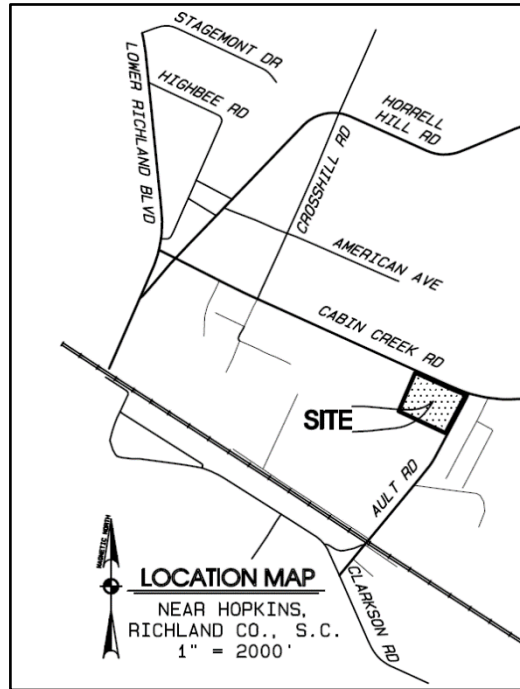
Upon completion of Phase 1 of the Southeast Sewer System project, RCU will treat the wastewater at the Eastover Wastewater Treatment Plant.If the County Council denies the request for connection to our water and sewer systems, the developer will be required to build individual septic tanks for each lot and install a well for the development.

The table shown belowsummarizes the project.

Project Name	Project Address	TMS	Number of Units	Sewer / Water Tap Revenue	Monthly Revenue for Sewer	Meets Zoning Requirements?	Notes
Cabin Creek Place	At the intersection of Cabin Rd Creek and Ault Rd	R24500-06-10	17	\$68,000 / \$25,500	\$946.56	Submitted to Richland Development Services	

Figure 1: Location of the Proposed Development: TMS# R24500-06-10

a.



b.

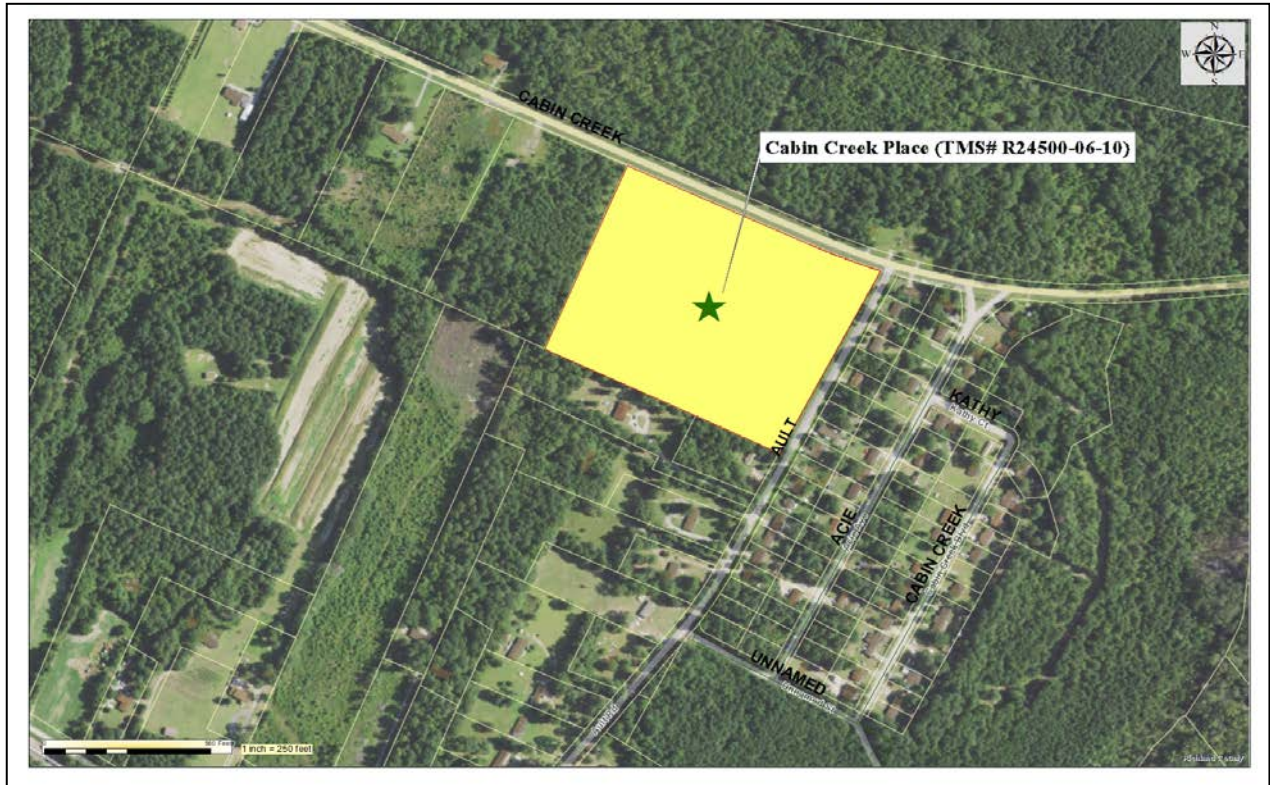
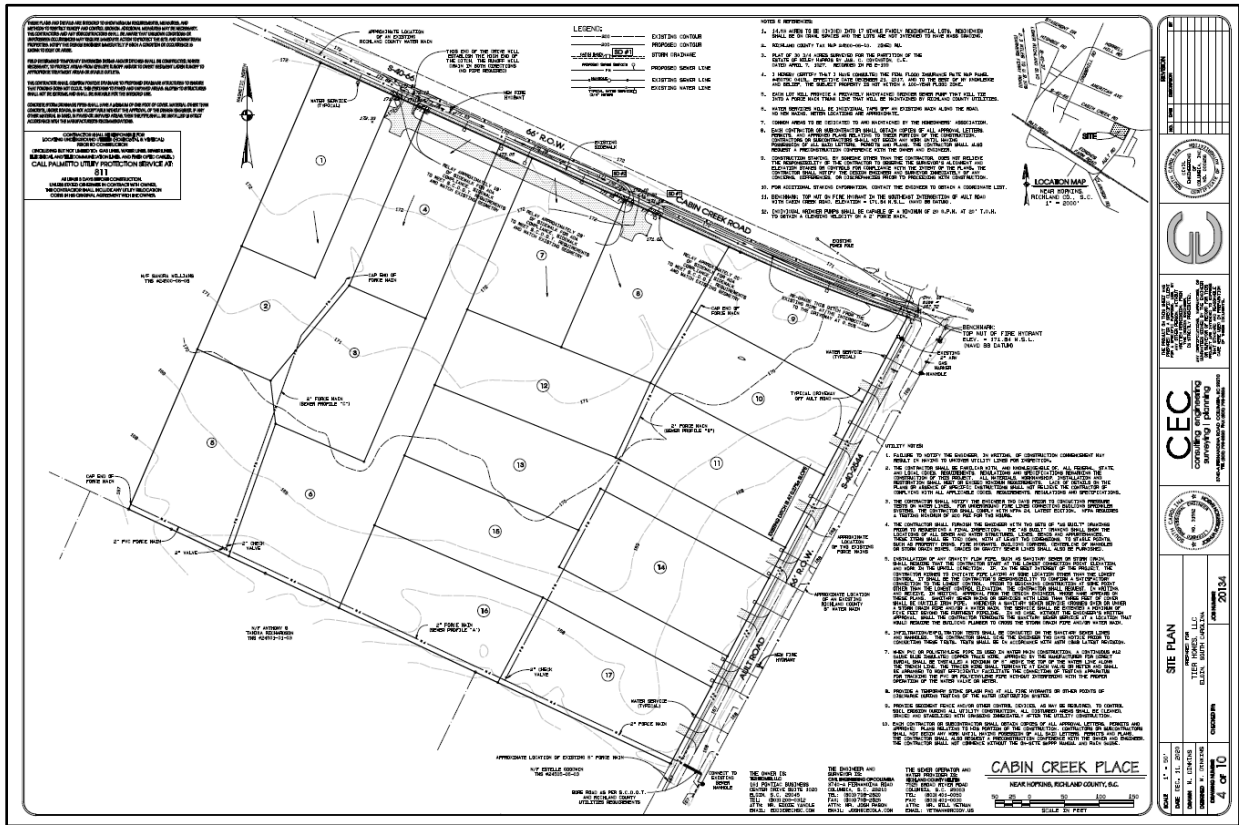


Figure 2: Sketch plan: TMS# R24500-06-10



ATTACHMENTS:

1. Willingness to serve Letter

**RICHLAND COUNTY
UTILITIES DEPARTMENT**

7525 Broad River Road
Irmo, SC 29063



December 18, 2020

Michael J Dinkins
Senior Project Manager
3740-A Fernandina Rd
Columbia, SC 29210

Re: Sewer Availability Letter
Cabin Creek Place
TMS # R24500-06-10

Dear Mr. Dinkins:

In response to your request on December 18, 2020, regarding sanitary sewer availability for the above-referenced parcel, Richland County Utilities (RCU) has the capacity to serve the 17 REUs (5100 gpd) for sewer and the capacity for providing water as well for the development's sewer needs through the year 2021 as indicated in the preliminary plan attached.

Your request has been entered into our Capacity Assurance Program as CAP E-2020006 and will be presented to the Administration and Finance (A&F) Committee for approval. If approved by the A&F Committee, it will be moved to the full Council for final approval.

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

The availability is valid for twelve (24) months from the date of council approval. If you have any questions, please contact me at 803-401-0042.

Sincerely,

A handwritten signature in blue ink, appearing to read "WHD".

William H. Davis, PE
Director of Utilities

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



Richland County Council Request for Action

Subject:

Sewer Availability - Congaree Project

Notes:

February 23, 2021 – The A&F Committee recommended Council approve the proposed development.

**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:	Utilities
Date Prepared:	December 28, 2021	Meeting Date:	February 23, 2021
Legal Review	Elizabeth McLean via email	Date:	January 19, 2021
Budget Review	James Hayes via email	Date:	January 19, 2021
Finance Review	Stacey Hamm via email	Date:	January 19, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Request for Approval of Proposed Grocery Store / Shopping Center at Broad River Road and Koon Road, Irmo, Richland County, SC 29063. (TMS# R03300-03-46)		

STAFF'S RECOMMENDED ACTION:

A Sewer Availability Letter has been issued, see attached. Staff recommends that County Council approve the proposed development.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?		Yes		No
If no, is a budget amendment necessary?		Yes		No

No budget impact (non-applicable).

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The proposed development will provide additional sewer infrastructure to Richland County Utilities (RCU) in District 1 at no cost to the County. The estimated value of the new sewer infrastructure will be known once the design is completed through the Delegate Review Process (DRP).. At build-out, the developer will pay a sum of \$56,000 for the sewer Tap fees. In addition, the customer will \$55.68 per tap for sewer service, totaling up to \$793.52 per month (\$55.68 x 14).

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

No Legal feedback/commentary.

REGULATORY COMPLIANCE:

There are no known compliance issues. However, if this request is denied, RCU will have to justify denying sewer service to the development, even though sewer is available, with the South Carolina Department of Health and Environmental Control (SC DHEC).

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

RCU submits information on all new developments to County Council for approval before proceeding with the Delegated Review Program (DRP). Once the developer receives approval from County Council, they can proceed with design the system in accordance with the DRP.

Initial information regarding this development was generated on December 28, 2020 when staff received a request from Heritage Engineering, Inc. for sewer availability for proposed development. The proposed development is located at Koon Road and Broad River Road, Irmo, SC 29063 (Figure 1, a and b). The proposed grocery store (Figure 2) has an anticipated average daily flow of 4,198 gallons per day (GPD), equivalent to 14 Taps. RCU staff evaluated the development in accordance with our Capacity Assurance Program (CAP) and has determined that we currently have adequate capacity to accept this additional wastewater. If the County Council denies the request, the County will not received any fees or added infrastructure and the developer will be required to build a septic tank. RCU will have to justify to the South Carolina Department of Health and Environmental Control (DHEC) our reason for not serving the customer where sewer service is available.

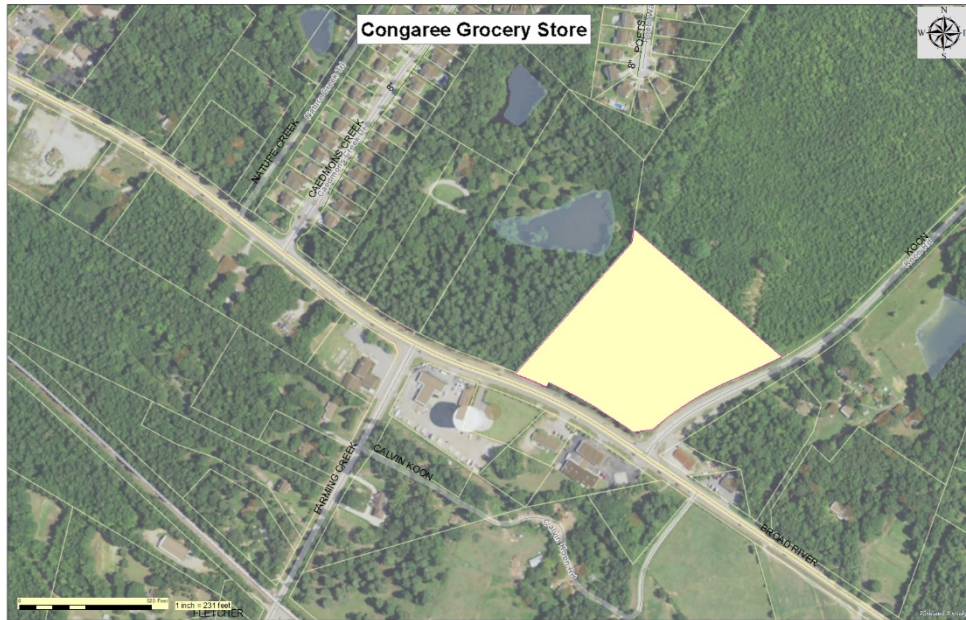
Additionally, in accordance to Food, Oil, and Grease (FOG) Ordinance, the development will install a 1,500 gallon grease interceptor and it will be maintained by the owner.

The table shown below summarizes the project.

Project Name	Project Address	TMS	Number Of Units	Tap Fee Revenue	Monthly Revenue for Sewer	Meets Zoning Requirements?	Notes
Congaree Grocery Store	At Broad River Road and Koon Road, near Irmo, Richland County, SC 29063	R03300-03-46	Equivalent to 14 Taps	\$56,000	\$793.52	No, City of Irmo is willing to work with the developer to rezone	

Figure 1: Location of the Proposed Development: TMS# R03300-03-46

a.



b.

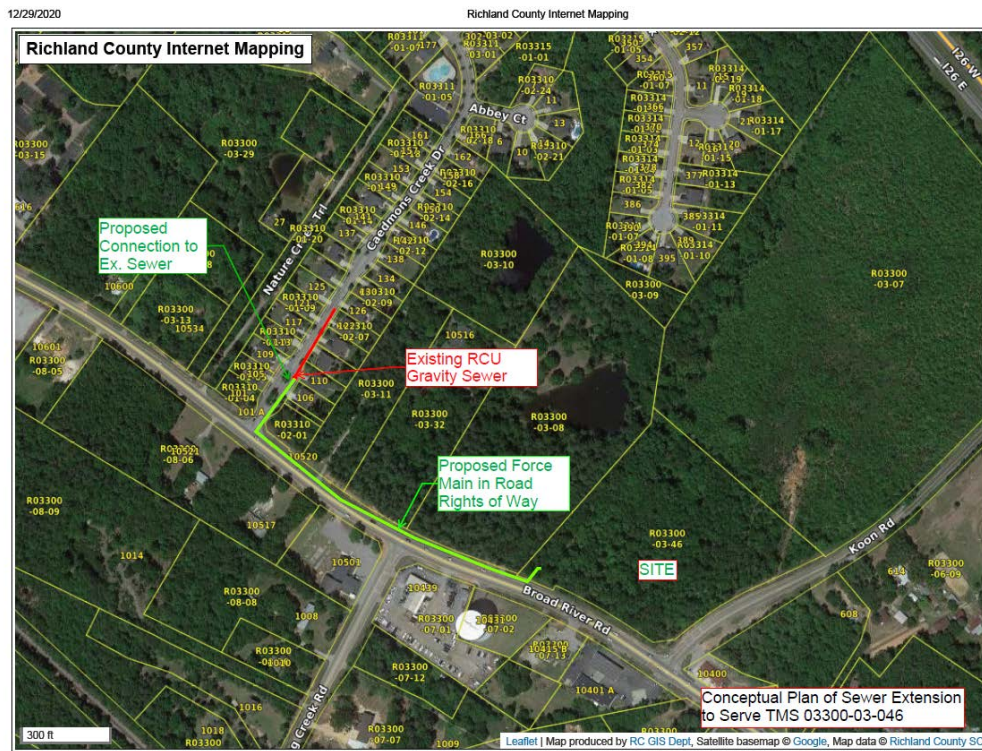
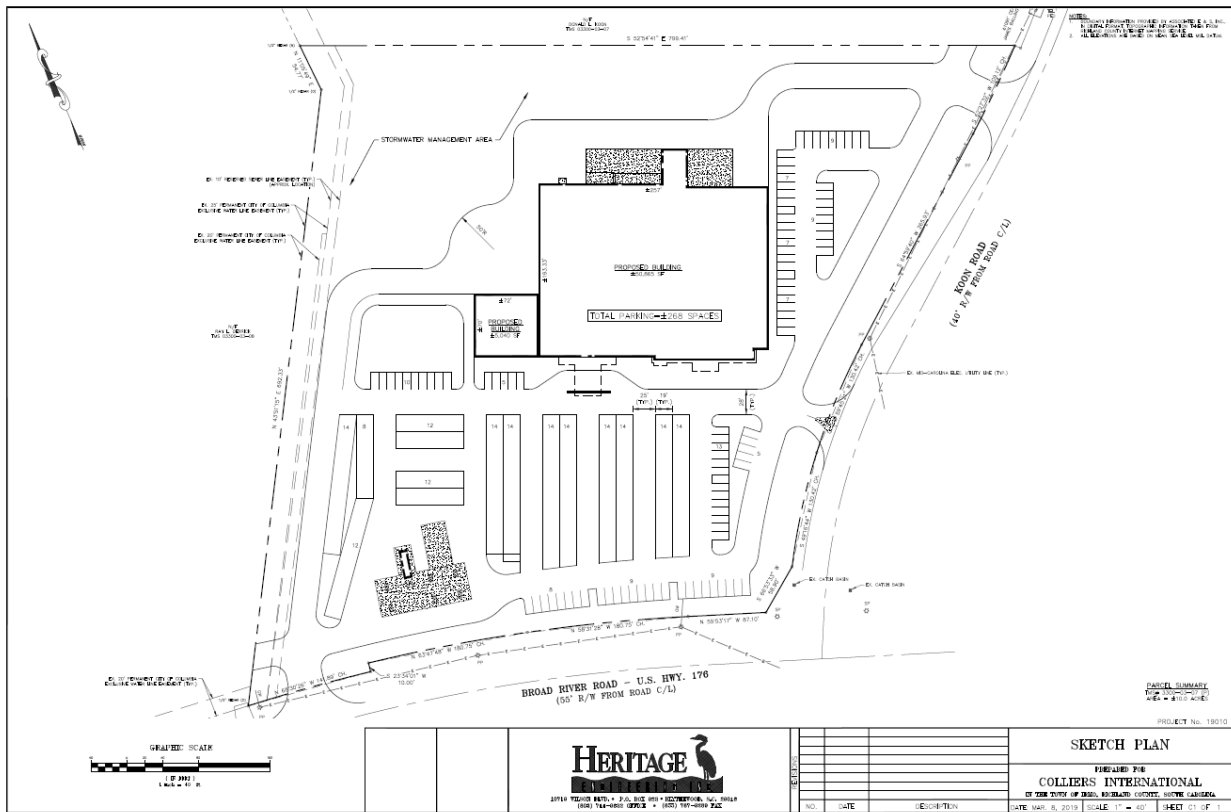


Figure 2: Sketch plan: TMS# R24500-06-10



ATTACHMENTS:

1. Willingness to serve letter

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

December 31, 2020

Dan Creed, PE
Heritage Engineering, Inc.
10719 Wilson Blvd,
Blythewood, SC 29016Re: Willingness to Serve Letter
Congaree Project (Grocery store / Shopping Center)
At the intersection of Broad River Road and Koon Road
TMS # R03300-03-46

Dear Mr. Creed,

In response to your preliminary submittal on December 28, 2020, regarding sanitary sewer availability for the above-referenced parcel, Richland County Utilities has the capacity to serve the 14 REUs (4,198 gpd) for Mixed-Use development sewer needs through the year 2021, as indicated in the preliminary plan attached.

Your request has been entered into our Capacity Assurance Program as CAP B-2020006 and will be presented to the Administration and Finance (A&F) Committee for approval. If approved by the A&F Committee, it will be moved to the full Council for final approval.

Upon final approval, you will be able to submit plans and specifications following our Delegated Review Program.

The availability is valid for twelve (12) months from the date of Council Approval. If you have any questions, please contact me at 803-401-0042.

Sincerely,

A handwritten signature in blue ink, appearing to read 'WHD', is positioned above the printed name.

William 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:

County Purchase Card Program

Notes:

February 23, 2021 – The A&F Committee recommended Council approve staff’s recommendation to centralize purchase card spending within the offices of elected and appointed officials (EAOs) as follows:

- Eliminate the individual issuance and usage of government purchase cards by individual elected and appointed officials. As such, no official will maintain direct purchasing power on behalf of Richland County Government; instead all purchasing on behalf of EAOs will be conducted by a trained member Richland County staff.
- Identify and train a member of County staff, within the office of each Elected or Appointed Official, to serve as the department’s purchasing card coordinator. For larger departments, backup personnel may need to be identified; however, the minimum number of persons practical should be issued purchasing cards. Each department purchasing coordinator will be assigned a purchasing card and will be responsible for all departmental use thereof, to include ensuring adherence to applicable policies, procedures and laws and the immediate reporting of infractions to County Administration. Each department purchasing card coordinator will be required to attend training for departmental purchasing and certify annually their understanding of the responsibilities associated with the County’s purchasing card program.
- The implementation of an updated Purchasing Card Policy that prescribes activities, actions and restrictions for appropriate use of purchasing cards and remedies and responsibilities to prevent inappropriate purchasing card activity by providing governance at multiple levels of the County.



Agenda Briefing

Prepared by:	Lori Thomas	Title:	Assistant County Administrator
Department:	Administration	Division:	
Date Prepared:	February 01, 2021	Meeting Date:	February 23, 2021
Legal Review	Elizabeth McLean via email	Date:	February 11, 2021
Budget Review	James Hayes via email	Date:	February 02, 2021
Finance Review	Stacey Hamm via email	Date:	February 09, 2021
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Administration & Finance		
Subject:	Purchasing Cards		

STAFF’S RECOMMENDED ACTION:

Staff recommends centralizing purchase card spending within the offices of elected and appointed officials (EAOs) as follows:

- Eliminate the individual issuance and usage of government purchase cards by individual elected and appointed officials. As such, no official will maintain direct purchasing power on behalf of Richland County Government; instead all purchasing on behalf of EAOs will be conducted by a trained member Richland County staff.
- Identify and train a member of County staff, within the office of each Elected or Appointed Official, to serve as the department’s purchasing card coordinator. For larger departments, backup personnel may need to be identified; however, the minimum number of persons practical should be issued purchasing cards. Each department purchasing coordinator will be assigned a purchasing card and will be responsible for all departmental use thereof, to include ensuring adherence to applicable policies, procedures and laws and the immediate reporting of infractions to County Administration. Each department purchasing card coordinator will be required to attend training for departmental purchasing and certify annually their understanding of the responsibilities associated with the County’s purchasing card program.
- The implementation of an updated Purchasing Card Policy that prescribes activities, actions and restrictions for appropriate use of purchasing cards and remedies and responsibilities to prevent inappropriate purchasing card activity by providing governance at multiple levels of the County.

Request for Council Reconsideration: Yes

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

By implementing specific restrictions and deliberate responsibility for purchasing card use, the County is minimizing the associated fiscal risk that could be associated with the use of purchasing cards.

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	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Purchasing cards are a useful tool for local government to provide an efficient, cost-effective method of purchasing and paying for small-dollar and high-volume purchases. They are an alternative to traditional purchasing processes and can result in a significant reduction in the volume of purchase order, invoices, petty-cash transactions and checks processed. The request is to eliminate the issuance of purchasing cards to elected and appointed officials and update the County Purchase Card Policy and Procedures as an act of fiscal prudence to ensure the appropriate use of County fiscal resources.

For all elected and appointed officials who have a need to make purchases on behalf of the County, a full time employee in the elected and appointed official’s office who is a full time employee of Richland County is allowed to possess a purchasing card and may make purchases or secure hotel rooms and travel related services on the purchasing card. Expenses incurred for appropriate County related travel by an elected or appointed official may be reimbursed in accordance with the County’s Expense Reimbursement Policy. Approved expense reimbursement requests/forms submitted with appropriate documentation are paid on Wednesday each week. To be eligible to be paid on Wednesday, the request must be received in Accounts Payable by the preceding Friday at 5 pm.

If an elected or appointed official is financially unable to pay travel expenses for out of town pre-approved travel personally, the County will prepay or send a check with the individual to cover the hotel charge. Additionally, the County will provide an allowance to be prepaid for mileage and up to \$20 per day for meals in accordance with the Richland County Travel Policy.

Staff has surveyed the following counties to determine if this recommendation is in alignment with the practice of our peers. The question was asked “Do you allow council members to have a Purchasing card?” If the answer to the first question is “yes,” Is there a different policy for Council than for staff?”

Below are the responses:

- Charleston County no
- Greenville County no
- Spartanburg County no
- York County no
- Lexington County no
- Berkley County *while not disallowed, no Council person has a purchasing card*

Our recommendation is to terminate cards of elected and appointed officials who currently have cards. If approved, Procurement will distribute the newly adopted Purchase Card Policy and Procedures to all

Department Directors to coordinate and identify Department Coordinators and provide an explanation of relevant changes. Subsequently, the newly adopted Purchase Card Policy will be distributed to all cardholders with a request for acceptance and agreement by signature. Staff will also update and schedule purchasing card training for all cardholders and department coordinators to ensure a successful implementation.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Recommended Updated Purchase Card Policy and Procedures 2021
2. Redline Purchase Card Policy and Procedures 2016
3. Purchase Card Forms (3)
4. List of Elected and Appointed Officials Currently Possessing Purchasing Cards
5. Richland County Travel Policy March 5, 2019



**RICHLAND COUNTY
PURCHASE CARD
POLICY AND PROCEDURES
2021**

DRAFT

GFOA BEST PRACTICE FOR PURCHASING CARDS

Purchasing card (also known as procurement card or P-Card) programs provide an efficient, cost-effective method of purchasing and paying for small-dollar and high-volume purchases. Purchasing cards offer an alternative to the traditional purchasing process and can result in a significant reduction in the volume of purchase orders, invoices, petty-cash transactions, and checks processed. Purchasing cards can be used whenever a purchase order, check request, or petty cash would have been processed and with any vendor, that accepts credit cards.

It is the intent of Richland County to use the following policy to leverage this program to benefit our citizens and community by improving our efficiency and service delivery.

RICHLAND COUNTY GOVERNMENT DISCLAIMER

The County reserves the right to administer and manage the purchase card program to insure its proper and effective use and to take actions for negligent acts, willful misconduct, fraud and misuse that causes loss, damages, claims, and legal actions, and expenses incidental to such claims or actions; the county may, if deemed necessary take additional corrective actions.

DEFINITIONS AND RESPONSIBILITIES

Cardholder – An employee of the County who is approved by the Department Head and/or County Administrator to use the P-Card to execute purchase transactions on behalf of the County.

Card Issuer – Bank of America’s services. Card issuer issues approved Visa P-Cards to County employees, provides electronic transaction authorizations and bills the County for all purchases made on the cards.

Department Head – County official who must: (1) set internal controls in line with County requirements for their department’s usage of the P-Card; (2) approve issuance of a P-Card to an employee; (3) assigns Department Coordinator; (4) sign approval on Department Cardholder’s monthly purchases; (5) designate default accounting code for purchase on the P-Card; and (6) submit application to the Card Program Administrator (Department Head approval authorizes transaction authority to the Cardholder).

Department Coordinator – An employee in each department designated by the Department Head to be responsible for reviewing transactions made by individual Cardholders to ensure transactions are legitimate County government business expenses and are classified appropriately, as dictated by the County policy and Department’s internal controls.

Purchase Card Program Administrator (PCPA) – The central Administrator within the Procurement Department who manages and administers the P-Card program for the County and acts as the County’s intermediary with the Card Issuer.

Richland County Government – County – Authorizes Card Issuer to provide P-Cards to approved employee(s) and agrees to accept liability for the employees’ use of the cards for purchases made for government use.

Vendor – The merchant from whom a Cardholder is making a purchase.

COUNTY PURCHASING CARD POLICY

COUNTY ISSUANCE POLICY

Purchasing cards are to be issued **only** to full-time County employees. Staff employee purchasing card applications must be approved by the employee's department head and must be employees of the department. All department head purchasing card applications must be approved by the County Administrator or his designee.

Employees should be aware that the possession of a County purchasing card should have no impact on their credit rating, as the County is the responsible party.

Departments requesting more than two (2) cards must have approval from County Administration.

Employees whose Departments would like to utilize Purchasing Cards must have the applying employee read the "RICHLAND COUNTY PURCHASE CARD POLICY AND PROCEDURE" and complete and sign the "RICHLAND COUNTY PURCHASE CARD PROGRAM CARDHOLDER AGREEMENT".

Annual purchasing card training is mandatory by the cardholder as soon as possible after issuance. Not attending the designated mandatory training will result in the card being temporarily deactivated until the cardholder has attended the training.

On a semi-annual basis, the PCPA shall provide, to the Department Heads/ Administrators, a list of purchasing cards issued to employees for their department for verification.

CARD TERMINATION\CLOSING

It is the responsibility of the Department Head to collect purchasing cards from employees who (a) transfer to another department, (b) change employment status from full-time or (b) terminate employment. The Department Head should e-mail the PCPA to close the account and return the card to the PCPA.

PURCHASING GUIDELINES

Purchasing cards may be used to purchase any small dollar goods not included in the list of restricted items. All items must be approved budgeted expenditures. Any item purchased that is no on the list of restricted items should also comply with the approved Procurement Policy, Travel Policy and any other County policy.

All purchasing cards have single transaction limits, daily purchase limits and monthly spending limits. Cardholders CANNOT split a single purchase to several transactions to stay within the single purchase limit. Such action will be considered a violation of policy and is subject to card deactivation or suspension and/or disciplinary action for the employee.

Although competitive bidding is not required for items under \$1,500, employees are expected to seek competition and fair and reasonable prices for goods and services. All goods and services are expected to be available at the time of purchasing card use. No back ordering, merchandise, or prepayment is allowed.

When items are received, retain all shipping documentation and the detailed receipt to submit with your monthly statement.

CARD PURCHASING RESTRICTIONS

The following list covers purchases for which purchasing card use is **prohibited**:

1. Cash Advances
2. Use at Automated Teller Machines (ATM)
3. Money orders, wire transfers
4. Personal or professional services (i.e., lawyers, doctors, engineers, architect, consultants)
5. Any services with a written agreement
6. Gifts or Gift Cards
7. Court cost
8. Bail and Bond payment(s)
9. Tax payment(s)
10. Any types of bond(s)
11. Loan payment(s)
12. Computers hardware or components of i.e., personal computers (PC), monitors, laptops, notebook, ultraportable, desktop, terminals, mainframes, servers; **IT PURCHASES ONLY**
13. Software; **IT PURCHASES ONLY**
14. Purchase of personal clothing other than footwear, except in emergency situations when required for safety (must be justified)
15. Gasoline, fuel or oil, (except during an emergency situation or when authorized to be outside the boundaries of the County)
16. Vehicle repairs , (except during an emergency situation or when authorized to be outside the boundaries of the County on County vehicles only)
17. Telephone charges or monthly telephone service charges

18. Leases
19. Rentals
20. Items available through County Agreements and Contracts;
21. Food purchases require **prior** authorization using the Pre-Approval for Food Purchase form. A copy of this form should be given to the Department Coordinator or Department Head prior to the purchase. All receipts for such must include the use, date of use, and participants involved and the completed approval form attached to the monthly statement for approval.
22. Vehicle rentals require **prior** County Administrator's or authorized representative approval.
23. Restaurant bills, groceries, food items or meals in Richland County unless authorized using the Pre-Approval for Food Purchase form **prior** by County Administration or authorized representative. A copy of this form should be given to the Department Coordinator or Department Head prior to the purchase. All receipts for such must include the use, date of use, and participants involved and the completed approval form attached to the monthly statement for approval.
24. Alcohol or Tobacco

Misuse of the card will subject Cardholder to disciplinary action in accordance with County policies and procedures relating to disciplinary action and termination for cause.

Misuse of the procurement card may constitute fraud and criminal charges may be instituted against the Cardholder.

SPENDING TRESHOLDS AND LIMITS

All purchasing cards are preset with a maximum dollar amount for each single purchase, daily spending limit, and a total for all purchases made with a P-Card within a given billing cycle (30 calendar day limits). Each time a Cardholder makes a purchase with the P-Card, these limits will be checked, and the authorization request will be declined should the amount exceed those amounts. While some card limits **may be lower**, the **maximum** County limits are as follows:

- Single purchase limit for any one single item or line item – not to exceed one thousand, five hundred \$1,500.00 (Purchases of more than that one singular will require at least three written quotes)
- Single total daily limit must not exceed two thousand five hundred \$2,500.00 (Increase of daily limits may be increased with a written requests with justification by the Department Head to the PCPA)

- The total monthly limit must not exceed ten thousand \$10,000.00 (Total monthly limits may be increased with a written requests with justification by the Department Head to the PCPA)
- Request for daily and monthly limit P-Card increases must be submitted in writing directly from the Department Head with justification to the PCPA
- Purchase limits may be increased over the single purchase limit for any one single item or line item for, \$1,500.00 if it meets the Non-Competitive Quotes process and requirements and it is approved by the Manager of Procurement or authorized representative (approvals must be in writing and signed by the Department Head or authorized representative). Refer to the “Minimum Purchasing Threshold Requirements” Document
- Purchase limits may be increased if it meets the solicitation and competitive process requirements and it is approved by the Manager of Procurement or authorized representative (approvals must be in writing or through electronic mail directly from the approving authority). See “Minimum Purchasing Threshold Requirements” Document

RECORD KEEPING

Whenever a purchasing card purchase is made, whether over the counter, online or by telephone, detailed documentation should be retained as proof of the purchase. A signed credit card slip with no detail listed is NOT sufficient documentation. You must provide the printed receipt outlining the details of the purchase. Do not send card receipts to Accounts Payable for payment.

When you receive a purchasing card receipt, write on the receipt for whom or why the item(s) were purchased. Keep all of your purchasing records safely in one place. When you receive your monthly statement, balance all receipts and documentation against the statement to verify the purchases listed. If you have a receipt that does not appear on the monthly statement, keep the receipt to check the following monthly statement.

A receipt can be handwritten as long as specific data is included on it. It must also be signed and dated by the vendor with a phone number for the individual providing the service, etc. Receipts should include the name of the business, the purchase date, the detail of the purchase(s), tax and

grand total. If the name of the organization is not included on the receipt, employees should write the name of the business on the back of the receipt.

A plain adding machine tape is not a valid receipt. If a business gives you ONLY an adding machine tape, they must write on the back, as specified above for a handwritten receipt, in order for the adding machine tape to be accepted as a valid receipt.

You are responsible for all receipts. You should keep all documentation in a file to compare against your monthly statement. If you do not have a receipt for a valid transaction listed on your monthly statement, you must submit a written, signed explanation to your Department Head using the P-Card Missing Receipt form that includes a description of the item(s) purchased, business purpose for the expense, date of the purchase, vendor's name and contact information and the reason for the lack of supporting documentation. Once signed by the Department Head or their designee, it should be forwarded to Administration for final approval. The missing receipt documentation, once approved by Administration, should be attached to your monthly statement.

More than one lost transaction receipt in three months may result in suspension or revocation of the purchasing card for the user. **Any transaction that is found to be unsubstantiated, unapproved or for any purpose that is not related to County business may be required to be reimbursed by the employee AND result in suspension or revocation of the purchasing card for the user.**

To ensure the integrity of the purchasing card system, periodic audits may be performed by the PCPA. Cardholders should maintain a copy of all statements and documenting receipts ~~and statements~~ as these will be requested if the cardholders account is audited. Failure to comply and provide documentation for an audit may result in card revocation and/or disciplinary action.

MONTHLY STATEMENTS PROCESSING REQUIREMENTS

Statements close on the 27th of each month and are processed on the 28th. You will receive your statement by mail, but also may access and print your statement online by the first of the following month. It is the cardholder's responsibility to provide the monthly statement with all documentation to the department coordinator as quickly as possible so that statements approved by the Department Head can be turned in to Finance no later than the tenth of the following month. Failure to meet this deadline will result in a 90-day suspension of the account. Individuals whose card is suspended and who fail to meet the deadline once reinstated will have their card permanently deactivated.

The Department Coordinator will review the statement to ensure all detailed documentation is attached to the statement as outlined in this policy and all purchases are consistent with the duties and responsibilities of the cardholder and compliant with policy. The Department Coordinator should then forward the statement to the Department Head with documentation of any activity that may be inconsistent with policy and responsibilities.

CREDITS, RETURNS AND DISPUTES

If an item purchased on the card is not satisfactory, received wrong, damaged, defective, etc., the cardholder is responsible for replacing the item or securing a credit. Vendors should issue credits against the purchasing card. In no case should cash be accepted in lieu of a credit.

Contact the vendor as soon as possible to explain the problem and inquire about return policies. The cardholder should give the vendor his or her purchasing card number and ask for a credit or exchange. If a credit is given, you should retain the appropriate transaction documentation to compare with the monthly statement and verify the credit.

If purchased items or credits are not listed on your monthly statement, you should hold on to the receipt or credit slip and check the next month's statement. If the purchase or credit does not appear on the statement, notify the PCPA, file a dispute with the card issuer, Bank of America at 1-800-300-3084, and forward all documentation to the PCPA. The cardholder should always maintain a copy of all documentation.

CARD SECURITY

The cardholder is responsible for safeguarding the purchase card and account number to the same degree you safeguard your person credit information. **The only person entitled to use the card is the person whose name appears on the face of the card. The card may not be loaned to another person for any reason. Use by another individual will result in temporary deactivation of the P-Card; the card may be reactivated after receipt by the Procurement Department of written authorization from the County Administrator**

The cardholder must follow the County's travel policy when traveling on County business. **County Travel Policy May Be Obtained from the Finance Department**

Any employee who makes unauthorized purchases or carelessly uses the purchasing card may be liable for the total dollar amount of the unauthorized purchases plus any administrative fees charged by the Card Issuer in connection with the misuse. The employee also may have his or her card revoked and could be subject to disciplinary action.

LOST, STOLEN OR MISPLACED CARDS

If your purchasing card is lost or stolen, you should immediately notify the PCPA via e-mail.

DRAFT

COUNTY PROCEDURES AND RESPONSIBILITIES FOR PURCHASING CARD USE

CARDHOLDER RESPONSIBILITIES

The cardholder is responsible for safeguarding the purchase card and account number to the same degree you safeguard your person credit information. **The only person entitled to use the card is the person whose name appears on the face of the card. The card may not be loaned to another person for any reason. Use by another individual will result in temporary deactivation of the P-Card; the card may be reactivated after receipt by the Procurement Department of written authorization from the County Administrator.**

In addition to the security of the card, the cardholder is also responsible for following adherence to all guidance as outlined in this policy as referenced in

- Purchasing Guidelines
- Card Purchasing Restrictions
- Spending Thresholds and Limits
- Recordkeeping
- Monthly Statement Processing Requirements
- Credit, Returns and Disputes

DEPARTMENT COORDINATOR RESPONSIBILITIES

In coordination with the Department Head, the Department Coordinator will assist with the collection of monthly statements for completeness and accuracy of accounting information from employees. The Department Coordinator will attempt to resolve any discrepancies prior to forwarding to the Department Head. If there are still discrepancies that are unresolved at the time of transmittal to the Department Head, it is the Department Coordinators responsibility to bring these to the attention of the Department Head for resolution.

DEPARTMENT HEAD RESPONSIBILITY

Each Department Head must ensure that their department complies with the established County Purchasing Card Policy and Procedure. As such, they should impose internal controls for their department's use of purchasing cards and consider designating a department coordinator unless the Department Head intends to oversee the program fully. It is the responsibility of the Department Head to properly instruct employees of the responsibilities of holding a purchasing card and to

ensure that employees are working within the policy and procedure set for the purchasing card program. Department Heads should also work with the PCPA to set appropriate spending limits for their employees.

The Department Head should review and approve each employee's monthly statement to authorize charges. If during the approval of monthly statements transactions are found that do not meet County policy or are outside the business requirements of the employee or department, the Department Head should investigate the use and take appropriate actions to correct the issue as outlined in the policy. Additionally, the Department Head is charged with consulting with the PCPA and other departments as necessary to ensure the integrity of the purchasing card program and appropriate actions toward the cardholder.

All statements should be forward with completed transmittal form to Finance no later than the tenth (10th) of every month. The Department Head should perform regular audit of card(s) in possession of cardholders.

Department Heads should notify the PCPA in writing of Cardholder(s) who are no longer with the department and collect cards from Cardholders who end employment or transfer. The Department Head will verify semi-annually that the PCPA has accurate records regarding cardholders in the department.

PURCHASE CARD PROGRAM ADMINISTRATORS (PCPA) RESPONSIBILITIES

The PCPA is the administrative manager of the purchasing card program for the County. As such the PCPA orders and cancels purchasing cards, monitors and adjust authorization criteria and spending limits, coordinates the program policy issues and ensures functioning internal controls as well as coordinate and conduct training for card holders and audit compliance.

The PCPA provides strategic recommendations for process improvements and efficient use of resources. The PCPA also has the authority to audit all purchasing card transactions for appropriateness and compliance to all County policies. On a semi-annual bases at minimum, the PCPA shall provide the Department Heads/Administrators a list of purchasing cards issued to employees for their department.

EMERGENCY TRANSACTIONS

Emergency transactions may be handled with the P-Card, with proper authorization. For any transaction that does not meet the spending controls assigned to the card, the Cardholder must contact the PCPA for assistance. (Requests and approvals must be in writing)

DRAFT



**RICHLAND COUNTY
PURCHASE CARD
POLICY AND PROCEDURES
2016**

Received By: _____ Date: _____

Department: _____

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GFOA BEST PRACTICE FOR PURCHASING CARDS

Purchasing card (also known as procurement card or P-Card) programs provide an efficient, cost-effective method of purchasing and paying for small-dollar and high-volume purchases. Purchasing cards offer an alternative to the traditional purchasing process and can result in a significant reduction in the volume of purchase orders, invoices, petty-cash transactions, and checks processed. Purchasing cards can be used whenever a purchase order, check request, or petty cash would have been processed and with any vendor, that accepts credit cards.

It is the intent of Richland County to use the following policy to leverage this program to benefit our citizens and community by improving our efficiency and service delivery.

RICHLAN COUNTY GOVERNMENT DISCLAIMER

The County reserve the right to administer and manage the purchase card program to insure its proper and effective use and to take actions for negligent acts, willful misconduct, fraud and misuse that causes loss, damages, claims, and legal actions, and expenses incidental to such claims or actions; the county may, if deemed necessary take additional corrective actions.

DEFINITIONS

~~Approving Official – Responsible for resolving any questions that employee may have in regards to purchases. The AO is to receive and review completed statements from all Cardholders as well as signing all approved statements and deliver the completed Cardholder statements with all attachments to Accounts Payable.~~

Cardholder – An employee of the County who is approved by the Department Head and County Administrator to use the P-Card to execute purchase transactions on behalf of the County.

Card Issuer – Bank of America’s services include issuing Visa P-Cards to County employees, providing electronic transaction authorizations and billing the County for all purchases made on the cards.

County – Arranges with Bank of America to have P-Cards issued to approved employee(s) and agrees to accept liability for the employees’ use of the cards for purchases made for government use.

Department Head – County official who must: (1) set internal controls for their department’s usage of the P-Card; (2) approve issuing the employee a P-Card; (3) assigns Department ~~Liaison~~Coordinator; (4) sign approval on Department ~~Liaison’s~~Coordinator’s monthly purchases; (5) designate default accounting code for purchase on the P-Card; and (6) submit application to the Card Program Administrator (Department Head approval authorizes transaction authority to the Cardholder).

Department LiaisonCoordinator – An employee in each department designated by the Department Head to be responsible for reviewing transactions made by individual Cardholders to make sure the transactions are legitimate County government business expenses and are classified appropriately, as dictated by the Department’s internal controls.

Purchase Card Program Administrator (PCPA) – The central Administrator located in the Procurement Department who manages and administers the P-Card program for the County and acts as the County’s intermediary with the card issuer.

Richland County Government – County – Authorizes Card Issuer to provide P-Cards to approved employee(s) and agrees to accept liability for the employees’ use of the cards for purchases made for government use.

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Vendor – The merchant from whom a Cardholder is making a purchase.

PURPOSE

~~The purpose of Standard Operating Procedure (SOP) is to establish and prescribe policies for making purchase and to manage and administer the use of its Purchase Card (P-Card) Program for official County government business.~~

~~This SOP is intended to accomplish the following:~~

- ~~1. To ensure that purchase are accomplished in accordance with the County Code of Ordinances and the Procurement & Contracting Standard Operating Procedures (SOP) of Richland County Government (County)~~
- ~~2. To establish internal controls for use of the P-Card~~
- ~~3. To externally control the use of the P-Cards~~
- ~~4. To ensure appropriate use of the P-Card~~
- ~~5. To assist in streamlining and simplifying small purchase~~
- ~~6. To facilitate fast and prompt payment~~
- ~~7. To provide additional purchasing sources~~
- ~~8. To establish single purchase limitations~~
- ~~9. To communicate and assist everyone involved with this program and provide knowledge and understanding of the importance of their responsibilities in ensuring this program's success~~

SCOPE

~~This SOP is applicable to those County departments and employees selected to use the P-Card for the purchase of goods, supplies and specific expenditures incurred under conditions approved by the Director of Procurement or authorized representative.~~

~~The County Administrator or designee shall approve and sign requests for P-Cards for Department Heads.~~

~~Department Heads shall approve and sign requests to issue a P-Card to an employee.~~

~~APPLICABILITY~~

~~This SOP shall be applicable to all County departments, offices, employees and elected officials.~~

~~BACKGROUND~~

~~To promote operational efficiency and accountability, the P-Card program was developed and implemented.~~

~~GENERAL INFORMATION~~

~~1. The P-Card~~

~~Bank of America (BOA) is the provider of the county's P-Card.~~

~~The P-Card is a government charge card and does not affect personal credit.~~

~~This process should not affect the P-Card Cardholder's credit records. The Cardholder is not required to provide their social security number for any purpose while utilizing the county's government P-Card program.~~

~~When making purchases by utilizing the P-Card, all the applicable procurement regulations apply. Use of the P-Card does not relieve user from adhering to County ordinances, regulations, policies or procedures. If users have questions about procurement regulations and procedures, please contact the Purchase Card Program Administrator (PCPA) or the Director of Procurement.~~

The P-Card is to assist in streamlining the small purchasing process. The Card can be used to purchase goods and supplies that a department will require for the facilitation of normal business operations.

Split Purchasing will be viewed as an attempt to circumvent the authorized single purchase limit; which will alert the PCPA who will then restrict, cancel or void the card.

2.1 P-Card Authorization

Since the County, not the individual employee, will pay for the purchases made with the P-Card, these accounts have additional controls added. When the merchant seeks authorization for a purchase, BOA's authorization system will check each individual Cardholder's single purchase limit and the Approving Official's departmental limit.

CARD RESTRICTIONS

The Following list covers purchases for which P-Card use is **prohibited**:

1. Cash Advances
2. Use at Automated Teller Machines (ATM)
3. Money orders, wire transfers
4. Personal or professional services (i.e., lawyers, doctors, engineers, architect, consultants)
5. Any services with a written agreement
6. [Gifts or Gift Cards](#)
7. Court cost
8. Bail and Bond payment(s)
9. Tax payment(s)
10. Any types of bond(s)
11. Loan payment(s)
12. Computers hardware or components of i.e., personal computers (PC), monitors, laptops, notebook, ultraportable, desktop, terminals, mainframes, servers; **IT PURCHASES ONLY**
13. Software; **IT PURCHASES ONLY**
14. Purchase of personal clothing other than footwear, except in emergency situations when required for safety (must be justified)
15. Gasoline, fuel or oil, (except during an emergency situation or when authorized to be outside the boundaries of the County)
16. Vehicle repairs, (except during an emergency situation or when authorized to be outside the boundaries of the County [on County vehicles only](#))
17. Telephone charges [or monthly telephone service charges](#)
18. Leases
19. Rentals
20. Items available through County Agreements and Contracts;
21. ~~Food purchases require **prior** County Administrator's or authorized representative approval using the Pre-Approval for Food Purchase form. A copy of this form should be given to the Department Coordinator or Department Head prior to the purchase. All receipts for such must include the use, date of use, and participants involved and the completed approval form attached to the monthly statement for approval.~~
22. Vehicle rentals require **prior** County Administrator's or authorized representative approval.

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23 Restaurant bills, groceries, food items or meals in Richland County unless authorized using the Pre-Approval for Food Purchase form **prior** by County Administration or authorized representative. A copy of this form should be given to the Department Coordinator or Department Head prior to the purchase. All receipts for such must include the use, date of use, and participants involved and the completed approval form attached to the monthly statement for approval.

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24 Alcohol or Tobacco.

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Misuse of the card will subject Cardholder to disciplinary action in accordance with County policies and procedures relating to disciplinary action and termination for cause.

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Misuse of the procurement card may constitute fraud and criminal charges may be instituted against the Cardholder.

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ELIGIBILITY

Criteria to receive a P-Card are as follows:

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- Applicant must be an employee of the County:
- Prior to being issued a P-Card the Cardholder must provide the following individual information:

1. Department Head's written request and approval
2. Cardholder's name and employee number
3. County account number(s), associated with requesting department
4. Requested Purchase Limits
5. Department address
6. Department telephone number
7. Department email address

- **Maintain the P-Card in a secure location at all times**
- **No one other than to whom the card is assigned to is authorized to use the P-Card**

- Obtain all sales slips, register receipts and provide to Department Coordinator/Liaison for reconciliation, approval and allocation of transactions

- County Council members can approve their own request for a P-Card

- Director's and Department head's requests for a P-Card must be approved by the County Administrator or authorized representative

- Applicant's request for a P-Card must be approved by the Department Head

- Applicant must be assigned to the Department or office for which the card is requested

- Applicants must read and sign (indicating receipt of the Policy and Procedures manual) the SOP and the county's Cardholder agreement before receiving the P-Card

- Annual training is mandatory by the cardholder, not attending the designated mandatory training will result in the card being temporarily deactivated until the card holder has attended the training and signed the SOP document indicating receipt of the Policy and Procedures manual

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APPROVAL

Cardholders are responsible for seeking approval from their Approving Official (AO), for each purchase. P-Card must be used for Official Use only. Resolution for improper use of the P-Card shall be the responsibility of the AO to resolve which may include disciplinary action for the misuse.

USES

1. Use of the card must meet the following conditions:

- a) The P-Card is for County government purchases **only**
- b) The P-Card has a broad range of acceptance by retailers
- e)a) Total paid for use of the card may be comprised of multiple items but must not exceed the authorized single transaction limit and/or daily purchase limit
 - Purchase will be denied and P-Cards may be revoked and authorized use terminated if the authorized purchase limit is exceeded
 - P-Cards may be revoked and authorized use terminated for splitting purchases

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e)b) Always obtain/retain a merchant receipt as proof of purchases

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e)c) Items purchased over the counter must be immediately available

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f) Electronic Internet purchases require additional precautions to ensure that the card and associated information are protected from unauthorized disclosure/use. Prior to use of the card to make purchases over the Internet the following is required:

- 1) P-Card numbers are sensitive information which should not be provided across the Internet except where protected/encrypted using Secure Socket Layer (SSL). Both Netscape browser and the Internet Explorer browser indicate via a locked padlock icon that SSL is in use. (In Netscape on the navigation toolbar at the top of the screen, the Security padlock icon locks. In Internet Explorer, the padlock icon locks on the activity bar at the bottom of the screen)

- 2) Utilize P Card primarily on sites showing <https://www> as they are considered safe and secure sites.
- 3) Cardholders should attempt to use the highest quality encryption/cipher strength available. Currently this is 128 bit. Often referred to as domestic grade or U.S., Cardholders can determine the grade supported by their browser by accessing Help > about while in either type of browser or calling IT help line at 576-2017 for assistance.

REQUESTS FOR INITIAL, ADDITIONAL OR CHANGES TO P-CARDS

After obtaining approval for a P Card, the Department Heads may request P Cards for the employee or self through the PCPA.

When PCPA received the P Card from the issuing financial institution, it will require the Cardholder to personally sign for their card. The PCPA shall notify the Department Head of the issuance of a P Card to an employee and Semi Annual Inventory of Credit Cards.

On a semi-annual basis, the PCPA shall provide, to the Department Heads/ Administrators, a list of P-Cards issued to employees for their department.

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ORAL PURCHASE

1. "ORAL PURCHASE", as used in these instructions, is where an order is placed or a purchase is made through an oral agreement which is made in person or by telephone (the County issues no written purchase order or contract); the vendor provides the supplies or goods and payment is made using the P Card.
2. When placing a telephone or electronic order to be paid by the P Card, Cardholder shall:
 - a) Certify receipt of items on the Monthly Statement of Account
 - b) Vendor must agree to charge the purchase upon receipt of item(s)
 - c) Instruct the vendor to include the following information on the shipping document or packing slip, so this data will alert the receiving department and the Cardholders:

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- Cardholder's name and department

- ~~Street address, City and State and Zip Code~~
- ~~Cardholder's telephone number~~
- ~~Vendor's contact information~~

~~3. In the event of a discrepancy, the P-Card Transaction Log shall be used to document all purchases. The documentation shall be held until a monthly billing statement is received. Once statement is received, attach all documentation to the statement and have it signed by the Department Head or authorized representative. After all signatures have been obtained, it must be forwarded to Finance or to the County Administrator. (if Administrator's certification is required)~~

SPENDING TRESHOLDS AND LIMITS

~~The Delegation of Authority that has been provided to each Cardholder sets the maximum dollar amount for each single purchase, and a total for all purchases made with a P-Card within a given billing cycle (30 calendar day limits). All purchasing cards are preset with a maximum dollar amount for each single purchase, daily spending limit, and a total for all purchases made with a P-Card within a given billing cycle (30 calendar day limits). Each time a Cardholder makes a purchase with the P-Card, these limits will be checked, and the authorization request will be declined should the amount exceed those amounts. While some card limits may be lower, the maximum County limits are as follows. Each time a Cardholder makes a purchase with the P-Card, these limits will be checked, and the authorization request will be declined should the amount exceed those amounts. The average County limits are as follows:~~

- ~~Single purchase limit for any one single item or line item – not to exceed **two-one** thousand, five hundred **\$21,500.00** (Purchases of more than that one singular will require at least three written quotes)~~
- ~~Single total daily limit must not exceed **fifteen-two** thousand **five hundred \$152,9500.00** (Increase of daily limits may be increased with a written requests with justification by the Department Head to the PCPA)~~
- ~~The total monthly limit must not exceed **thirty-ten** thousand **\$310,000.00** (Total monthly limits may be increased with a written requests with justification by the Department Head to the PCPA)~~
- ~~Request for daily and monthly limit P-Card increases must be submitted in~~

writing directly from the Department Head with justification to the PCPA

- Purchase limits may be increased over the single purchase limit for any one single item or line item for, \$21,500.00 if it meets the Non-Competitive Quotes process and requirements and it's approved by the Director of Procurement or

authorized representative (approvals must be in writing and signed by the Department Head or authorized representative). Refer to the “Minimum Purchasing Threshold Requirements” Document

- Purchase limits may be increased if it meets the solicitation and competitive process requirements and it is approved by the ~~Director~~Manager of Procurement or authorized representative (approvals must be in writing or through electronic mail directly from the approving authority). See “Minimum Purchasing Threshold Requirements” Document

CARDHOLDER RESPONSIBILITIES

Cardholders should always treat the P-Card with the same level of care as one does for their own personal credit cards. The card should be maintained in a secure location and the card account number should be carefully guarded. **The only person entitled to use the card is the person whose name appears on the face of the card. The card may not be loaned to another person for any reason. Use by another individual will result in temporary deactivation of the P-Card, the card may be reactivated after receipt by the Procurement Department of written authorization from the County Administrator**

The Cardholder must use the P-Card for legitimate County business.

The Cardholder must follow the County’s travel policy when traveling on County business. **County Travel Policy May Be Obtained from the Finance Department**

Misuse of the card will subject Cardholder to disciplinary action in accordance with County Policies and procedures relating to disciplinary action and termination for cause.

Misuse of the procurement card may constitute fraud and criminal charges may be instituted against the Cardholder.

GENERAL RESPONSIBILITIES

The P-Card that the Cardholder receives has the employee’s name embossed on it and use of the card is restricted to the employee whose name appears on the card. The P-Card is for County government use and personal purchases are unauthorized:

- Hold and secure purchasing card

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- Order materials and supplies
- Receive and inspect all orders
- Collect and save sales receipt
- Match receipts with monthly card statements
- Review monthly statements for validity of all transactions
- Identify and handle disputed charges
- Review monthly charges with Department Director/Approving Official
- Review monthly charges with Administrator (Directors)
- Monthly Card Statements must be signed and dated by the Cardholder and by the Department Director/authorized representative or Approving Official
- Directors who are Cardholders must sign and date their Monthly Card Statement and must have the signature of the Administrator or designated approved representative
- Elected and appointed officials are exempt from the two signature requirement (must sign and date own Monthly Card Statements)
- **Monthly Card Statements must be turned in to Finance no later than the tenth (10th) of each month; the approval and reallocation of purchases on the Bank of America WORKS system must be done no later than midnight on the 27th of each month. Failure to meet these deadlines will result in the following: 1st offense – email reminder of deadline date from Finance & Procurement, 2nd offense – written reminder signed by the Finance Director and Procurement Director of deadline date, 3rd offense – deactivation of card until County Administrator provides written authorization to reactivate, 4th offense – permanent deactivation of card with no reissuance**
- Adhere to the purchase limits and restrictions of the P-Card and ensure the total charge, including tax, shipping and handling, and any other applicable fees for any single transaction and purchase limit for any one single item or line item does not exceed The card limit
- Attempt to resolve disputes or billing errors directly with the vendor
- Immediately report a lost or stolen card to Bank of America at 1-800-538-8788 (24 hours a day, 365 days a year)
- Immediately notify Department Liaison Coordinator of a lost or stolen P-Card at the first opportunity during normal business hours;
- Return the P-Card to Purchase Card Program Administrators (PCPA) upon terminating employment with the County or transferring Departments within the County
- Report erroneous and emergency transactions to the Department Liaison Coordinator during normal business hours

Commented [LT16]: Moved to “Card Holder Responsibilities” “Department Coordinator Responsibilities” “Department Head Responsibilities” and “Recordkeeping Section has different placement and is restated”

Commented [LT17]: Moved to Spending Thresholds and Limits” Section has different placement and is restated

Commented [LT18]: Moved to Credits, Returns and Disputes” Section has different placement and is restated

Commented [LT19]: Move to Lost, Stolen or Misplaced Cards”

Commented [LT20]: Moved to “Card Termination \Closing”

Commented [LT21]: Split between “Recordkeeping” and “Emergency Transactions” Section has different placement and is restated

Additional Responsibilities:

- ~~1. Responsible for using P-Card for the purchase of government-related products, goods and supplies and non-professional services.~~
- ~~2. It's the Cardholder responsibility to understand and comply with the Standard Operating Procedure and the Code of Ordinances regarding the definition of authorized purchases.~~
- ~~3. Use of the card by anyone other than the authorized Cardholder is strictly prohibited.~~
- ~~4. Responsible for retaining charge slips and registers receipts for approval, allocation and reconciliation of transactions.~~
- ~~5. Call Bank of America's customer service immediately (24 hours a day, seven (7) days a week) to report a stolen, lost or unauthorized use of the P-Card and immediately notify your Department Head and Liaison.~~
- ~~6. All purchases shall include tax and shipping and handling.~~
- ~~7. Keep a record of all telephone/electronic or mail transactions by keeping P-Card Transaction Form Log, which includes the purchase date, vendor's name and telephone number and amount of purchase.~~

- ~~8.1. Keep track of your receipts.~~
- ~~9.2. Keep track of the merchandise you have ordered and verify that it has been received by your office or the end user.~~
- ~~10.3. Know your cycle date (statement date). If you have not received your Statement of Account within ten calendar days of your cycle date e-mail or call the PCPA.~~

Commented [LT22]: Deleted section as redundant. Remaining Section is in Recordkeeping.

DEPARTMENT DIRECTOR/APPROVING OFFICIAL (AO) RESPONSIBILITIES

Responsibilities

- Director's and Department Heads request for a P-Card must be approved by the County Administrator or authorized representative
- Request P-Card for designated Cardholder(s)
- Set card spending limits, any limit other than the minimum listed will require Administrations approval in writing

Commented [LT23]: Moved to County Procedures and Responsibilities for Purchasing Card Use" Section has different placement and is restated

- Verify the appropriateness of cost and commodity codes
- Review monthly statement with Cardholder(s)
- Sign monthly statement authorizing charges and/or designate representative authorized to approve charges
- Handle disputed items not resolved by Cardholder
- Forward statement(s) with completed transmittal form to Finance no later than the tenth (10th) of every month and reallocated, review and approve in WORKS by midnight of the 27th of each month
- Maintains supporting receipts
- Perform regular audit of card(s) in possession of Cardholders
- Collect cards from Cardholders who end employment or transfer
- Notify the Purchase Card Program Administrator in writing of Cardholder(s) who are no longer with department
- Insure Monthly Card Statements are signed and dated by the Cardholder(s) and by the Department Director or Approving Official
- Directors who are Cardholders must sign and date their Monthly card Statement and must have the signature of the Administrator or designated approved representatives,
- ~~Elected and Appointed officials must sign and date their Monthly Card Statement and send to Finance; there is no requirement for a second signature~~

Commented [LT24]: These are covered in "Recordkeeping" and Monthly Statement Processing Requirements." Section has different placement and is restated

~~2. Reconciliation/Certification:~~

- ~~a) When the AO receives the Cardholder Statement of Account from each of the Cardholders, the AO must match up the totals and transactions with report~~
- ~~b) Ensure that each Cardholder is following internal procedures~~
- ~~c) Forward the Statement of Accounts, sales draft copies, copies of Cardholder Statement of Question Item (CSQI) forms, and the original report to Finance~~
- ~~d) Keep a copy of the report for your files~~

~~3. Follow Up:~~

- ~~a) If you do not receive a Statement of Account from a Cardholder, you should contact the Cardholder and obtain a copy. Reports may be run through the WORKS system~~

~~b) Keep lines of communication open among you, the Cardholders, the County Purchase Card Program Administrator, and Finance so you can help address problems and concerns as they occur~~

Commented [LT25]: Section deleted was redundant and is covered in prior sections.

LIAISON COORDINATOR RESPONSIBILITIES

~~Each Department Head must establish internal controls for their department's use of the P-Card, and designate a department liaison. The Department Liaison must receive training before any employee in the department receives a P-Card.~~

Responsibilities include:

1. ~~Reviewing vendor receipts and attach all to the Cardholder's statements at the end of each month.~~
2. ~~Retaining all Cardholder receipts for audit by internal and external auditors.~~
3. ~~Requesting the PCPA to change default accounting codes for Cardholders.~~
4. ~~Attempting to resolve any disputes with vendor and/or the financial institution not resolved by Cardholders.~~
5. ~~Notifying the PCPA within 3 to 5 days of any unresolved disputes, noting the reason for disputes.~~
6. ~~Notifying the PCPA of lost or stolen cards.~~
7. ~~Requesting PCPA to cancel a Cardholder's card (e.g. termination, employee transferring to another department, loss of P-Card privileges) within 24 hours of termination or change in status of employee as approved by Department Head.~~
8. ~~Collecting cancelled cards from Cardholders and forwarding cards to PCPA. Note: If an employee terminates employment through the Human Resources department without notifying their Department Head or department liaison; Human Resources should then forward the card to the PCPA.~~
9. ~~Assisting Cardholders with erroneous declines and emergency transaction~~

Commented [LT26]: In Department Coordinator Responsibilities

Commented [LT27]: Now Cardholder responsibilities. Section has different placement and is restated

Commented [LT28]: Now Cardholder responsibilities. Section has different placement and is restated

~~10. Notifying the PCPA of Cardholder requests to have the financial institution contact vendor to accept Visa cards.~~

~~11. Liaisons reconciling their own P-Card purchases must sign the bottom of their monthly statement on the line provided for the Cardholder's signature. The statement is then sent forward to their Department Head for review and approval of all transactions. If approved, the Department head must sign on the Manager's signature line on the liaison's monthly statement.~~

PURCHASE CARD PROGRAM ADMINISTRATORS (PCPA) RESPONSIBILITIES

1. General Responsibilities:

- Orders and cancels P-Cards
- Evaluate card feedback from Provider
- Adjust authorization criteria and spending limits periodically
- Coordinate minority business reporting requirements
- Coordinate issuance and cancellation of cards
- Coordinate program policy issues and maintains internal control
- Coordinate and conduct training for Cardholders
- Participate in ongoing program reviews
- Participates in resolving billing disputes
- Maintain Policy and Cardholder guides/manuals
- Maintain Card Inventory
- Conduct periodic compliance audit
- Conduct periodic operational and compliance audit
- Monitors expenditures and budget
- Expands card thresholds
- Decrease use of the Card
- Manage card application/issuance process
- Review card applications and employee agreement forms for completeness and approvals
- Review new account set up, including card distribution
Ensure timely closing of accounts (terminations), including notifications regarding outstanding balances and delinquent accounts
- Conduct new cardholder and card manager training (live sessions, webinars, & intranet). Update training documents as required; and monitor links to Intranet training materials

Commented [LT29]: Entire highlighted section is too granular. Recommended changes include all pertinent duties are in the PCPA Responsibilities or other Stakeholder responsibilities. Section has different placement and is restated.

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- Perform hierarchy and account maintenance as needed (I.E.- changes to MMC restrictions, temporary and/or permanent changes to cardholders' account limits, etc.)
 - Data management oversight and reporting, including cardholder listings, account status, terminations, etc.
 - Ensure transactions are in compliance with accounting and internal control policies and reporting deadlines are met
 - Coordinate period audits and policy compliance reviews (audit reports)
 - Communicate findings and recommendations to management
 - Ensure web based reconciliation activities are conducted in a timely and accurate manner, within established financial and operational guidelines, including
 - User Profile set up and maintenance
 - Card manage/approver set up and maintenance
 - Monitor security settings
 - Default account coding set up and maintenance
 - Routine monitoring of all transaction activity to identify exception items, unapproved, out of policy, etc.
 - Generating month-end and semi-annual data extracts for upload into respective systems and reports
 - Provide strategic recommendations for process improvements and efficient use of resources
 - Prepare delinquent account notifications and terminated employee outstanding balance notifications. Monitor delinquent account payments
2. Set timeframes for Cardholders to provide Statement of Accounts and backup to Approving Officials.
 3. Set timeframes for Approving Officials to provide signed Statement of Accounts and reports to the AP.
 4. Educate Cardholders and Approving Officials on P-Card procedures and keep them updated on any changes.
 5. Insure Cardholder and Approving Official has a copy of the P-Card SOP as an easy reference tool.

6. Authority to audit all P-Card transactions for appropriateness. Areas to be monitored include, but are not limited to, compliance with the County's P-Card SOP and compliance with County regulations.

DOCUMENTATION, RECONCILIATION AND PAYMENT

1. Documentation

Any time a purchase made by using the P-Card, whether it is done over the counter or by telephone, a document shall be retained as proof of purchase. The documents will later be used to verify the purchase shown on the Cardholder monthly statement.

2. Missing Documentation

a. If the Cardholder does not have documentation of the transaction to send with the statement, the Cardholder must attach on the "P-Card Transaction Form" and explanation that includes a description of the item, date of purchase, merchant's name and address, and why there is no supporting documentation.

FRAUD; MISUSE/ABUSE

Fraud: involves unauthorized use of the card by the Cardholder, someone other than the individual whose name is on the card, or individuals outside the organization. This can include stolen or counterfeit cards, or identity theft. It could also involve non-employees or former employees working in collusion with current employees of the County.

Merchant Fraud: This is another unauthorized activity and involves charges for goods, supplies, non-professional services not provided by a merchant/vendor.

Misuse/Abuse: involves unauthorized activity or purchasing by the employee to whom the card is issued. Misuse covers a wide range of violations, some more severe than others.

Misuse can include poor asset management resulting from buying a larger quantity than necessary, purchasing goods or supplies of a higher quality than the organization would deem appropriate or buying from unauthorized suppliers.

Using the P-Card for personal gain would represent a serious abuse of the card and could result in termination of employment and/or criminal charges being filed against the Cardholder.

Commented [LT30]: Redundant. Recordkeeping has this information.

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Commented [LT31]: This section is addressed in multiple places throughout the new policy and addresses actions taken. Merchant fraud is not an issue that should be addressed in our policy. This would be addressed with merchant and bank.

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LOST, MISPLACED OR STOLEN P-CARDS

Should any employee lose or have their P-Card stolen, it shall be the responsibility of the Cardholder to immediately notify the card issuing institution and the Department Coordinator/Liaison or Department Head of the loss. The telephone number of the card issuing institution shall be on issuer's document provided when the P-Card is issued to the Cardholder.

Commented [LT32]: This is in the new policy under Lost/Stolen/Misplaced cards with updated requirements.

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Report any lost or stolen P-Card immediately to Bank of America toll-free at 1-800-300-3084. Bank of America representatives are available to assist 24 hours a day, 365 days a year. Be sure to notify Department Coordinator/Liaison about the lost, misplaced or stolen card at the first opportunity during normal business hours.

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The Department Coordinator/Liaison must notify the PCPA immediately or on the next business day if the card is reported lost/stolen after normal County business hours.

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EMERGENCY TRANSACTIONS

Emergency transactions may be handled with the P-Card, with proper authorization. For any transaction that does not meet the spending controls assigned to the card, the Cardholder must contact the PCPA for assistance. (Requests and approvals must be in writing)

CREDITS

Under no circumstances should the Cardholder accept cash in lieu of a credit to the P-Card account. The vendor should issue a credit to the card account for any item they have agreed to accept for return. This credit should appear on a subsequent statement.

Please note: Credits can be given by the bank against a card even if it has been closed. This enables continuity for auditing purposes.

Commented [LT33]: Covered under Credits>Returns /Disputes. Section has different placement and is restated

LIABILITY

The P-Card is a corporate charge card and does not affect personal credit. It is the Cardholder(s) responsibility to ensure that the card is used within the stated guidelines of this Standard Operating Procedure (SOP). Failure to comply with the guidelines may result in permanent revocation of the card, notification of the situation to management, and the County may take disciplinary action in accordance with County Policies and Procedures.

Commented [LT34]: Covered in Card Issuance Policy, Cardholder Responsibilities, Spending Thresholds and Limits. Section has different placement and is restated

PAYMENT AND INVOICES

- ~~Purchases made by Cardholders will be paid for from the department's budget. Purchases made with the P Card must have the written certification and approval from the approving official. Department Heads must have County Administrator certification and approval on any purchases made with the P Card. Any disputed charges will be handled through the conflict resolution process.~~
- ~~The "Statement of Account (SOA)" requires the Cardholder to review the statement, verify transactions and to note any errors on the bill. The Cardholder attaches to the statement copies of the receipt(s) (sales drafts) received at the time of purchase. Cardholder must sign the statement certifying items purchased, assigns account codes to each item and forwards to the Department Head/AO or Administrator (when required) after it is received. Noncompliance may mean denial of future use.~~

3.1. The Department Head/AO or Administrator reviews the statements from Cardholders and verifies approval of purchases. Department Head/AO or Administrator signs the statement and forwards to Finance Department no later than the tenth (10th) of each month.

Commented [LT35]: Covered in the Monthly Statement Processing Process and Department Head Responsibilities. Section has different placement and is restated

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4.2. The Department Head shall be responsible for receiving completed statements from all Cardholders. Review the statements, resolving any questions on the purchases, signing the statements, and forwarding complete Cardholder statements to Finance by the tenth (10th) of the month. Should the Department Head not receive all the statements, it will be their responsibility to contact Cardholder and have the statements furnished at once. Furnish all statements of Account to Finance at the same time. If, however, one or more statements for some reason are not received, the remaining statements will not be held while that one or more is being verified.

DISPUTES

1. If items purchased with the P-Card are defective or the repair/service faulty, the Cardholder has the responsibility to return item(s) to the merchant for replacement or to receive a credit on the purchase. If the merchant refuses to replace or correct the faulty item, then the purchase of this item will be considered to be in dispute.
2. Note all disputed items on the Cardholder's Statement of Account and report the transaction to Bank of America at 1-800-300-3084
3. Forward all documentation to the PCPA, Cardholder, and the AO

Commented [LT36]: Process has changed since this writing. New Requirements are updated in the policy. Section has different placement and is restated

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4. Always keep a copy of the Statement of Account and place in a separate file.
5. Follow Up. The Cardholder will receive a report entitled the **Disputed Transaction Report**. This report will be sent on cycle date (separate from the Statement of Account) to each active Cardholder. The report will include the status of all new disputes (i.e., CSQI forms received) within the cycle, disputes that are unresolved and any disputes that have been resolved within the last 30 days. Please note that once a disputes is resolved, it should only show up once on this report.
6. The Cardholder should use this report to verify that P-Card Provider has received all of the CSQI forms. For unlisted CSQI form, please call the P-Card Provider's Customer Service for further instructions. Use this report to look for any resolved disputes and verify them for payment. Use this report to keep track of any unresolved disputes.
7. The Cardholder is responsible for following up on any disputed transaction.
8. P-Card Provider's (BOA) Customer Service representatives can answer questions that you may have.

UNRESOLVED DISPUTES AND BILLING ERRORS

~~The Cardholder or Department Liaison should always attempt to resolve any disputes or billing errors directly with vendor. In most cases, the vendor will issue a credit to the card account. If an agreement cannot be reached with the vendor, the Cardholder or Department Liaison should complete and sign the Bank of America's Dispute Form and mail or fax to 1-800-253-5846.~~

~~Nearly all issues can be resolved using this process. If the Cardholder is unable to obtain an acceptable resolution, the Cardholder must contact the Department Liaison or PCPA for assistance. The total amount billed by Bank of America will be charged to the individual departmental accounts and credits for disputed transactions will be posted to departmental accounts when the credit appears on the Bank of America billing.~~

CLOSING P-CARD ACCOUNT

- ~~1. Department Heads must collect and destroy cards of departing Cardholders and submit a written memorandum of the destruction of the card(s) detailing card number and Cardholder's name~~

2. ~~Department Heads must collect and destroy cards prior to transfers of Cardholders. The gaining department will determine issuance of a new card and follow the approval process~~
3. ~~If unable to collect the card when employee leaves, the Department head shall notify the PCPA immediately via e-mail and follow up with a memorandum requesting to void the card. The PCPA shall notify the card issuing institution to void the card to prevent any purchases after the Cardholder has departed~~
4. ~~The PCPA shall notify the card issuing institution, in writing, of the destruction of cards and make request for voiding cards~~

CARD TERMINATION

The Purchase Card Program Administrator is required to close an account if a Cardholder:

- a) Transfers to a different department
- b) Moves to a new job in which a P-Card is not required
- c) Terminates employment
- d) For any of the following reasons which may subject the Cardholder to disciplinary action:
 - The Procurement Card is used for personal or unauthorized purposes
 - The Procurement Card is used to purchase alcoholic beverages or any substance, material, or service which violates policy, law, or regulation pertaining to the Richland County Government
 - The Cardholder allows the card to be used by another individual
 - The Cardholder splits a purchase to circumvent the \$2,500 per single item purchase limitations of the P-Card
 - The Cardholder uses another Cardholder's card to circumvent the purchase limit assigned to their particular P-Card

Commented [LT37]: Covered in County Issuance Policy, Card Termination \Closing\ Purchasing Guidelines\Monthly Statement Processing Procedure. Section has different placement and is restated

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- The Cardholder fails to provide Department ~~Coordinator~~Liaison with required receipts
- The Cardholder fails to provide, when requested, information regarding any specific purchase in question
- The Cardholder does not adhere to all of the Procurement Card Policies and Procedures

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~~*A request for closing a Cardholder account will be processed by the Purchase Card Program Administrator. If a plastic card exists for the P-Card account being closed, it must be returned to the Department Liaison immediately. The Department Liaison should cut the card in half and return it to the Purchase Card Program Administrator for disposal.~~

~~The County reserve the right to administer and manage the purchase card program to insure its proper and effective use and to take actions for negligent acts, willful misconduct, fraud and misuse that causes loss, damages, claims, and legal actions, and expenses incidental to such claims or actions; the county may, if deemed necessary take additional corrective actions.~~



**RICHLAND COUNTY PURCHASE CARD PROGRAM
CARDHOLDER AGREEMENT**

I _____, have read and understand the following regarding my use of the Richland County Government (County) Purchase Card (P-Card):

1. I understand that I am being entrusted with access to the County’s Purchase Card Program to make financial commitments on behalf of the County and will restrict my purchases to only approved County activities.
2. I understand that under no circumstances should I use the P-Card to make personal purchases, either for myself or for others. Willful intent to use the P-Card for personal use may result in disciplinary actions including termination of employment.
3. I will follow the established procedures for using the P-Card and understand that failure to do so may result in revocation of my use privileges or other disciplinary actions by the County.
4. I have been instructed on the use of the P-Card and have been given a copy of the County Cardholder Standard Operating Procedures pertaining to the Purchase Card Program.
5. I understand that should my P-Card privileges be terminated or that if I am transferred to another job or position within the County or no longer in the employment of the County, I will return the P-Card that I have been issued in connection with the County Purchase Card Program to the Purchase Card Administrator within five (5) calendar days of the termination of my privileges or my transfer and immediately if no longer employed.
6. I understand that should I violate the terms of this agreement and use the County P-Card for personal use or gain, that I will have to reimburse the County for all incurred charges and may have to pay for fees (including attorney’s fees and expenses) related to the collection of these charges, and may be subject to other disciplinary actions the County may take, up to and including termination and/or criminal prosecution.
7. I understand and agree to process all transactions within two (2) working days of receipt by either approving for payment and forwarding to the Department Coordinator for approval or disapproval, and following the Dispute Procedure as outlined in the Cardholder’s Standard Operating Procedures.

Employee/Card Holder Name (Print): _____ Employee ID # _____

Employee/Card Holder Signature: _____ Date: _____

Department Default Cost Center & GL: _____

Department & Division (if applicable): _____ Phone #: _____

Department Address: _____

Employee email: _____

Department Coordinator email (if applicable): _____

***** APPROVALS *****

Department Head Signature: _____ Date: _____

County Administrators Signature: _____ Date: _____

Procurement Use Only

Request Received By Card Program Administrator: _____ Request Entered Date: _____

Card Program Administrator Signature: _____



Pre-Approval for Food Purchase

Request Details

Department Requesting:

Where: (Location of event)

What: (Type of event)

If Other Event Type,
Please detail:

Meal Type:

Number of Attendees:

Who:

Use "Participant Details" form provided if attendee list does not fit in this space.

Total of Expenditure (provide quote or estimate)

Description and Business Purpose

Provide a detailed description of the event and a clear business purpose.

Purchaser Certification

I hereby certify under penalty of law that the expenditures of funds for the purchase of food and beverage is necessary for the completion of the function of this department, qualifies as a legitimate public purpose. I agree that the above information is completed and accurate. I agree that all required documentation is attached.

Printed Name and Title

Signature

Date

Administration Approval

Signature

Date

PCard Missing Receipt Form

This form is to be used as documentation for missing PCard receipts *ONLY* if the merchant cannot produce duplicate documentation. It is allowed only as a rare circumstance. The form is to be completed by the Cardholder and must be signed by the Cardholder, Departmental PCard Coordinator and Department Head. **Repeated use of this form as a substitute for a receipt may result in suspension or cancellation of the PCard.**

Cardholder Name : _____

Trans ID# _____ Transaction Amount: _____

Post Date: _____ Merchant Name: _____

Why is the receipt missing?

What attempts have been made to request a duplicate receipt from the merchant? (Please include names, dates, phone numbers or emails used in requesting documentation from the merchant.)

Itemize the Purchase:

Description of Item	Cost of Item	Tax Paid
Total		

Business Purpose – Please provide detailed business purpose for the purchase:

Cardholder Signature _____ Date _____

By signing this form, I validate that the above listed item(s) were purchased and that every attempt was made to obtain an itemized receipt from the merchant.

Department Coordinator Signature _____ Date _____

Department Head Signature _____ Date _____

Administrator/Designee Signature _____ Date _____

Elected and Appointed Officials With Purchasing Cards

Grp Name	CH Full Name	Card Create Date
CLERK OF COUNCIL	LIVINGSTON, PAUL	8/12/2017
CLERK OF COUNCIL	MCBRIDE, YVONNE	2/14/2017
JUDGES	MCCULLOCH, AMY	2/20/2020



Richland County Finance Department

2020 Hampton Street, Post Office Box 192

Columbia, South Carolina 29202

Telephone 803-576-2093

Facsimile 803-576-2138

TDD 803-576-2100

Stacey D. Hamm
Finance Director

M E M O R A N D U M

TO: All Department Heads

FROM: Stacey D. Hamm, Finance Director
Crystal Hill, Accounts Payable Manager

SUBJECT: Travel Reimbursement

DATE: March 5, 2019

Please note effective March 5, 2019, the travel policy will be outlined as follows in accordance with the Richland County Code of Ordinance Sec. 2-495 Travel and Expense Reimbursements through Sec. 2-504 Extradition Travel Expenses:

The reimbursement rate for mileage is currently \$.58 cents per mile based on the federal mileage reimbursement rate. The odometer reading must be recorded and submitted as supporting documentation for the reimbursement. Reimbursement shall be limited to the shortest established route.

Daily recurring travel shall be paid once per month. The reimbursement requests should be submitted (as a group) from each department head by the third working day of each month for the preceding month. No employee shall be paid mileage for travel to and from home.

For all out of town business travel, the Department Head must approve the travel in advance (before sending the paperwork to Finance).

All required receipts shall accompany the travel reimbursement voucher, and the voucher shall be signed by the individual, validated by the department head and returned to Finance upon completion of the trip. Receipts are required for all lodging costs, any registration not paid in advance by Finance, commercial travel cost not arranged by the Finance department and required parking.

Daily meal allowance of twenty-eight dollars (\$28.00) per day for in-state business travel, unless the conference/workshop is held in a resort area* in which case the out-of-state rate will apply; daily meal allowance of thirty-five dollars (\$35.00) per day for out-of-state business travel.

Daily meal limit breakdown shall be as follows:

	Breakfast	Lunch	Dinner
In-state	\$5.00	\$ 8.00	\$15.00
Out-of-state	5.00	10.00	20.00

*Resort areas are: Myrtle Beach; North Myrtle Beach; Surfside Beach; Little River; Atlantic Beach; Garden City Beach; Murrells Inlet; Litchfield Beach; Pawley's Island; Hilton Head and Charleston.

Expense money shall be dispensed in the following manner in advance for out of town business travel:

- (1) Personal mileage may be paid in advance based upon distances given on an official South Carolina Department of Highway and Public Transportation map.
- (2) All anticipated lodging costs may be paid in advance.
- (3) A meal allowance of twenty dollars (\$20.00) per day may be paid in advance. However, if an employee will be out of town for one week or longer, an advance may be obtained at the maximum rate allowed per day.

All travel advances and reimbursements should be submitted to Finance by 5pm on Fridays for a check the following week. Please submit advance travel per diem/mileage requests at a maximum of 3 weeks in advance or reimbursement travel requests within 30 days upon return from business travel. Please include the budget expense account on the travel voucher or requisition and verify that the money is available to cover total expense.

Any questions concerning travel should be directed to the Accounts Payable Manager, Crystal Hill at (803) 576-2093.

Richland County Council Request for Action

Subject:

Kneece Rd Sidewalk Award

Notes:

February 23, 2021 – The A&F Committee recommended Council approve the award of a construction contract to AOS Specialty Contractors in the amount of \$484,352.50 for the construction of a new sidewalk along Kneece Road.



Agenda Briefing

Prepared by:	Jennifer Wladischkin	Title:	Procurement Manager
Department:	Finance / Public Works	Division:	Procurement / Engineering
Date Prepared:	February 8, 2021	Meeting Date:	February 23, 2021
Legal Review	Elizabeth McLean via email	Date:	February 10, 2021
Budget Review	James Hayes via email	Date:	February 10, 2021
Finance Review	Stacey Hamm via email	Date:	February 10, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Contract Award for Kneece Road Sidewalk Project; RC-395-B-2021		

STAFF’S RECOMMENDED ACTION:

That County Council approve the award a construction contract to AOS Specialty Contractors in the amount of \$484,352.50 for the construction of a new sidewalk along Kneece Road

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Design and Construction of this project is funded by a “C” Fund Grant from the Richland County Transportation Committee (CTC).

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

This project was previously approved by County Council via action forwarded from the December 17, 2019 Administration & Finance Committee.

Council Member	Administration and Finance Committee
Meeting	Special Called
Date	December 17, 2019

STRATEGIC & GENERATIVE DISCUSSION:

This project request for a new sidewalk originated from concerned area citizens. Kneece Road connects O'Neil Court and Brookfield Road. The County's Transportation – Penny Department Program staff confirmed that no sidewalk in this area was planned in any upcoming project packages. The Department of Public Works (DPW) Engineering Division requested a "C" Fund Grant from the County Transportation Committee (CTC) for design and construction. Project design was provided by DESA, Inc.

A Request for Bid RC-395-B-2021 was issued and there were two responses. The apparent low bidder was found non-responsive. The second bidder, AOS Specialty Contractors bid of \$484,352.50 was the lowest responsive, responsible bid and was 4% below the Engineer's Estimate of \$506,369 for the project. The SLBE goal established was 23% and was met by the Contractor. Procurement recommends award to the lowest, responsive, responsible bidder, AOS Specialty Contractors.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Minutes – December 17, 2019 Special Called Meeting
2. CTC funding request and approval
3. Site Map
4. Recommendation

The motion for reconsideration failed.

- e. Broad River WWTF Sequential Batch Reactor (SBR) Upgrade – Diffusers replacement – Ms. Dickerson stated the committee recommended to approve awarding replacement of diffusers in the sequential batch reactor (SBR) to Republic Contracting Corporation.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Mr. Malinowski, to reconsider this item.

Opposed: Terracio, Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Newton and Manning

- f. Intergovernmental Agreement – Municipal Judge – Town of Blythewood – Ms. Dickerson stated the committee recommended to accept the Chief Magistrate’s recommendation to enter into an IGA with the Town of Blythewood for the municipal judge.

Mr. Livingston noted there was discussion at the committee meeting about additional language being included in the IGA.

Mr. Smith stated the recommendation was to change the language to ensure that any additional compensation due to the municipal judge that the FICA and all other benefits are paid by the municipality, and not the County.

Mr. Malinowski stated, for the record there are scrivener’s errors, and he will provide the corrections to the Clerk’s Office.

In Favor: Terracio, Malinowski, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Jackson and Manning

The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Mr. Malinowski, to reconsider this item.

Opposed: Terracio, Malinowski, Jackson Newton, Myers, Dickerson, Livingston and McBride

Present but not Voting: Manning

The motion for reconsideration failed.

- g. Approval of Award for Engineering Services – Kneece Road Sidewalk Design – Ms. Dickerson stated the committee recommended to move forward with the award of Engineering Services for the Kneece Road Project, unless somebody in the awarding entity, be it a subcontractor or whoever, has some type of a lawsuit or claim with the County.

In Favor: Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Opposed: Terracio and Newton

Present but Not Voting: Manning

The vote was in favor.

Ms. Dickerson moved, seconded by Ms. Myers, to reconsider this item.

In Favor: Terracio and Newton

Opposed: Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The motion for reconsideration failed.

- h. Approval of Award for Engineering Services – Longreen Parkway Sidewalk Design – Ms. Dickerson stated the committee recommended to move forward with the award of Engineering Services for the and Longreen Parkway Sidewalk Project, unless somebody in the awarding entity, be it a subcontractor or whoever, has some type of a lawsuit or claim with the County.

In Favor: Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Opposed: Terracio and Newton

Present but Not Voting: Manning

The vote was in favor.

Ms. Dickerson moved, seconded by Ms. Myers, to reconsider this item.

In Favor: Terracio and Newton

Opposed: Malinowski, Jackson, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The motion for reconsideration failed.

10. **OTHER ITEMS**

- a. Polo Rd. Sidewalk Project – Ms. Steele stated originally Polo Road and Harrison Sidewalk Projects were bid together. The prices that came in were well above the cost estimates; therefore, they were rebid separately. The bids were lower, but they are still over the cost estimate, and the referendum amount. Staff has provided three options: (1) Award the contracts to the lowest bidder; (2) Rebid the projects to attempt to get lower prices; or (3) Attempt to descope the projects.

Ms. Myers inquired if staff has a preferred way forward, which makes the most sense for the project to be completed efficiently, quickly and honors the request from Council.

Special Called Meeting

December 17, 2019

6

REQUEST FOR PROGRAMMING

C Program Administration

COUNTY: Richland

CONGRESSIONAL DISTRICT: District 6

LOCAL PAVING (OFF SYSTEM)

STATE ROAD PROJECT (ON SYSTEM)

MATCH PROGRAM

SCDOT DIRECT LABOR PROJECT

REVISION TO CURRENT C PCN: _____

PROJECT INFORMATION SECTION

DESCRIPTION OF REQUESTED INFORMATION: This proposed project will consist of the installation of sidewalk, ADA ramps, and any necessary crosswalks along Kneece Rd. from O'Neil Ct. to Brookfield Rd.

INITIAL ESTIMATED COST OF PROJECT: \$479,664.00

COMPLETE IF APPLICABLE TO PROJECT

BEGINNING POINT: O'Neil Ct.

ENDING POINT: Brookfield Rd.

TOTAL MILEAGE: .45 MILE(S)

TYPE OF CONSTRUCTION: NEW CONSTRUCTION

RESURFACING

OTHER

LOCATION MAP MUST BE ATTACHED

PLEASE GIVE FOLLOWING INFORMATION IF WORK PERFORMED BY OTHERS THAN SCDOT:

NAME OF GOVERNMENT ENTITY: Richland County Public Works

CONTACT PERSON: Allison Steele, P.E.

CONTACT PHONE: +1 (803) 576-3576

TITLE OF CONTACT PERSON: Asst. County Engineer

ADDRESS: 400 Powell Road

CITY / TOWN: Columbia

SOUTH CAROLINA

ZIP CODE: 29203

AUTHORIZED BY: _____

CHAIRMAN, COUNTY TRANSPORTATION COMMITTEE

DATE

**RETURN TO: S.C. DEPARTMENT OF TRANSPORTATION
955 PARK STREET, COLUMBIA, S.C. 29202
ATTENTION: C PROGRAM ADMINISTRATOR**

March 26, 2019

Ms. Allison Steele, P.E.
Assistant County Engineer
Richland County
400 Powell Road
Columbia, South Carolina 29203

Dear Ms. Steele:

I am pleased to inform you that the Richland County Transportation Committee (CTC) has requested the South Carolina Department of Transportation (SCDOT) to budget CTC funds to Richland County for several improvement projects.

Per the CTC's approval, \$49,788.00 was allocated for local paving project **C PCN P038606**. This project is described as resurfacing intersection of Miles Road and Genessee Valley Road.

Per the CTC's approval, \$373,573.50 was allocated for local paving project **C PCN P038607**. This project is described as installation of sidewalk and flashing school signal on Green Hill Parkway.

Per the CTC's approval, \$479,664.00 was allocated for local paving project **C PCN P038608**. This project is described as installation of sidewalk, ADA ramps and any necessary crosswalks along Kneece Road.

Also, per CTC's approval, funds were increased from \$216,269.50 to \$968,950.00 on local paving project **C PCN P037536**. This project is described as design & construction of sidewalk and flashing school zone signing along Longreen Parkway.

Please note that the Project Control Numbers (PCN) shown above will identify these projects in our records and should be included on all correspondence.

Richland County will have full responsibility for the procurement, construction, maintenance, and inspection of this project. **The County is expected to comply with the requirements set forth in S. C. Code of Laws, Section 12-28-2740 (Supp. 1996), and the SC Consolidated Procurement code regarding construction specifications and procurement procedures.** No bid preferences are allowed unless required by state or federal law.

SCDOT will reimburse CTC funds for eligible project costs up to the amount budgeted by the CTC, based upon the County's submission of the signed Request for Payment Invoice (form

enclosed). The Request for Payment Invoice of eligible contract expenditures must be accompanied by detailed documentation of the charges. This documentation may be in the form of a canceled check, contractor's invoice, supplier's invoice, an engineer's pay estimate, or a statement of direct expenses, if County personnel accomplish the work. Each invoice shall be certified true and correct by a duly authorized representative of the County. By submission of the payment request, the agent is certifying that the work and/or materials for which the payment is requested has been incorporated into the above referenced project; that the project has been administered and constructed in accordance with the SC Consolidated Procurement code and with the requirements of S. C. Code Section 12-28-2740 (Supp. 1996); all work has been inspected and accepted by the County; and that the funds requested will be applied to the purposes for which they are requested.

Attached is a list of **required documentation** to be submitted to the C Program Administration Office at the first request for reimbursement. If any of these requirements are not applicable to the project, then please so indicate on the attached checklist. **Failure to comply with these requirements may result in non-payment of invoices.**

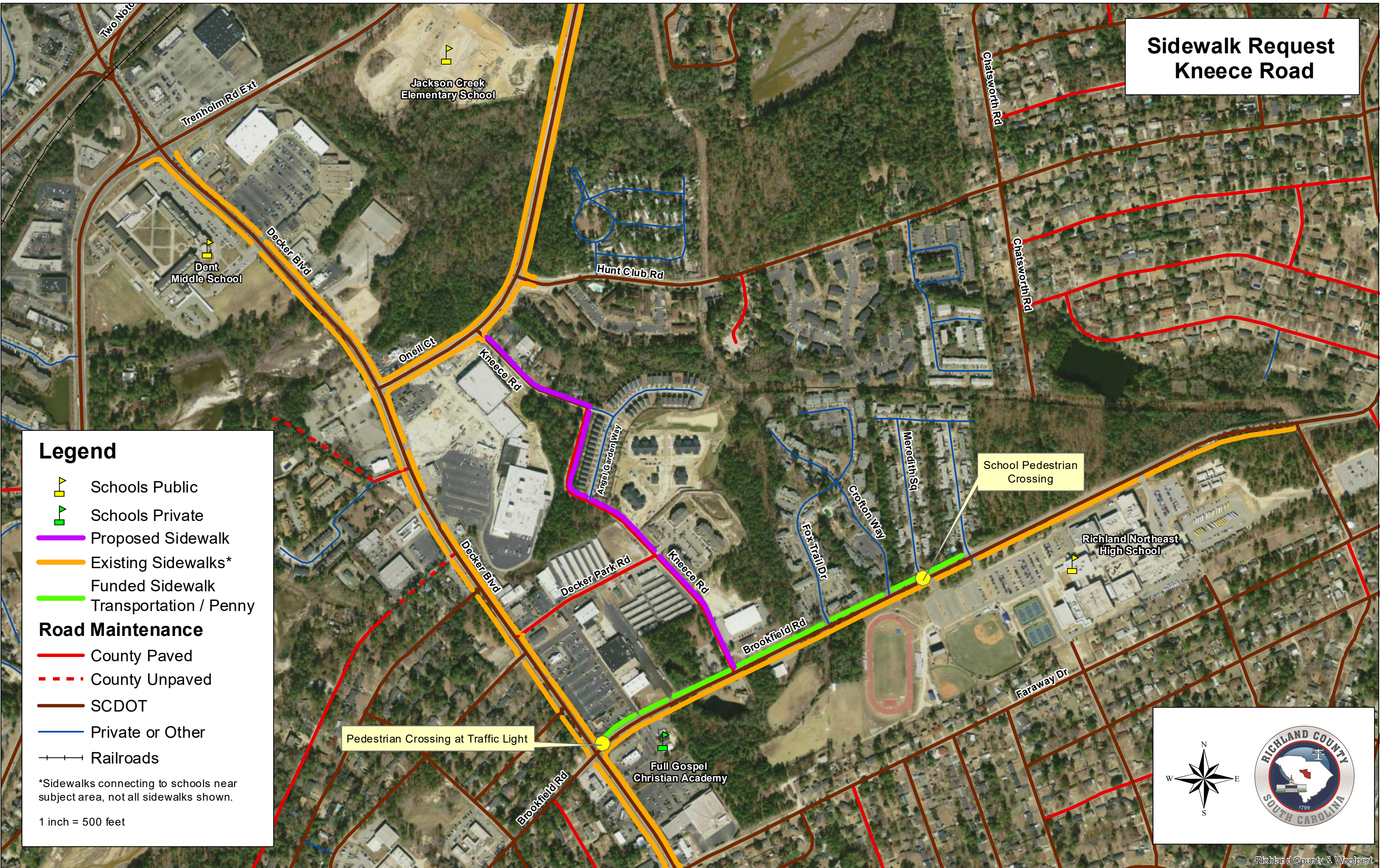
If you have any questions, please contact me at 803-737-0038 or CTC@scdot.org.

Sincerely,

Ivana Gearheart
C Program Administration

Enclosures

Sidewalk Request Kneece Road



Legend

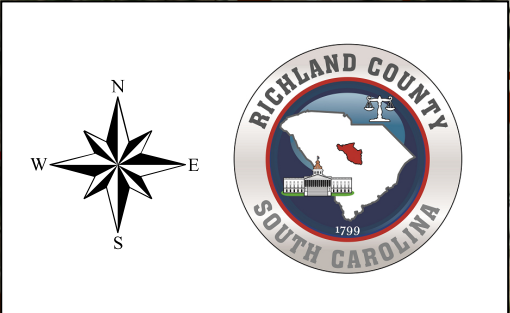
- Schools Public
- Schools Private
- Proposed Sidewalk
- Existing Sidewalks*
- Funded Sidewalk
- Transportation / Penny

Road Maintenance

- County Paved
- County Unpaved
- SCDOT
- Private or Other
- Railroads

*Sidewalks connecting to schools near subject area, not all sidewalks shown.

1 inch = 500 feet



**RICHLAND COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION**

2020 Hampton Street, Suite 3064
Columbia, SC 29201
803-576-2130

Attachment 4



February 5, 2021

To: Gary Barton, Engineer Associate II
CC: Stephen Staley, County Engineer
Re: RC-395-B-2021 Kneece Rd Sidewalk project

Dear Mr. Barton,

A bid opening was held at 3:00 PM on January 19, 2021 via Bonfire. Procurement has reviewed the two (2) submitted bids for the project. The bids received were as follows.

Submitted Bids		
Business	Status	Bid Total
AOS Specialty Contractors	Responsive	\$484,352.50
Tolleson Limited Co	Non-Responsive	\$403,789.57

The apparent low bidder, Tolleson Limited Co., did not provide the required bid bond and therefore their submission was found to be non-responsive. Further review shows that AOS Specialty Contractors is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A non-mandatory virtual Pre-Bid Conference was held at 10:00 AM on January 7, 2021 via Zoom, during which attendees gained information and bidding directives for the project. Sign-In Sheets for the Pre-Bid Meeting are attached indicating interested firms that were in attendance.

Attached is a final bid tab sheet for your reference. The lowest responsive, responsible bid was 4% below the engineer's estimate of \$506,391.60 for the project. The SLBE goal established was 23% and was met by the contractor. Procurement recommends award to the lowest, responsive, responsible bidder, AOS Specialty Contractors.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Wladischkin".

Jennifer Wladischkin, CPPB, CPPM
Manager of Procurement

Kneece Road Sidewalks Project
RC-395-B-2021

	AOS Specialty Contractors, Inc.	Tolleson Limited Company
Total Cost	\$ 484,352.5	\$ 403,789.57

[Print this page](#)**Board: Commercial Contractors****AOS SPECIALTY CONTRACTORS INC**

1224 TWO NOTCH RD
LEXINGTON, SC 29073-3747
(803) 798-6831

License number: 111758

License type: GENERAL CONTRACTOR

Status: ACTIVE

Expiration: 10/31/2022

First Issuance Date: 07/27/2005

Classification: BD5 AP5 CP5 GD5 HI5 WL5 IR5 MS5 SP5 BT5 WP5 2U5 BR5 CT5 MR5 SS5

Qualified By: Financial Statement

President / Owner: DIANNE RUSHING

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervised By

[PLANTE JANE \(COG\)](#)

[WILKES LUKE \(COG\)](#)

[RUSHING DIANNE \(COG\)](#)

[File a Complaint against this licensee](#)

Board Public Action History:[View Orders](#)[View Other License for this Person](#)

No Orders Found

**RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT AND CONTRACTING
2020 HAMPTON STREET, SUITE 3064, COLUMBIA, SC 29204-1002**

Project #: RC-395-B-2021	Project Name: Kneece Road Sidewalk Project		Date: 1/7/2021
Non-Mandatory Zoom Meeting			Time: 10:00AM
COMPANY NAME	REPRESENTATIVE	EMAIL ADDRESS	TELEPHONE/FAX
DESA	Alex McCune		
Richland County	Stephen Staley		
Richland County	Margaret Jones		
Richland County	Erica Wade		
Richland County	Tyler George		
Richland County	Gary Barton		
Richland County	Zachary Gore		
Richland County	Michelle Rosenthal		
Richland County	Cheryl Cook		
AOS	Joni Peterson		
AOS	Mike Lacola		
Richland County	Jennifer Wladischkin		

***** PLEASE PRINT CLEARLY! IF THE INFORMATION IS NOT LEGIBLE YOUR ATTENDANCE MAY NOT BE CONSIDERED! *****

Richland County Council Request for Action

Subject:

Wildewood Roads Repair/Resurfacing Award

Notes:

February 23, 2021 – The A&F Committee recommended Council approve the award of a construction contract to Armstrong Contractors, LLC for \$120,586 for the repair and resurfacing of roads in the Wildewood Neighborhood.



Agenda Briefing

Prepared by:	Jennifer Wladischkin	Title:	Procurement Manager
Department:	Finance	Division:	Procurement
Date Prepared:	January 20, 2021	Meeting Date:	February 23, 2021
Legal Review	Elizabeth McLean via email	Date:	February 08, 2021
Budget Review	James Hayes via email	Date:	February 17, 2021
Finance Review	Stacey Hamm via email	Date:	February 08, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Contract Award, RC-381-B-2020		

STAFF’S RECOMMENDED ACTION:

It is recommended that County Council approve the award of a construction contract to Armstrong Contractors, LLC for \$120,586 for the repair and resurfacing of roads in the Wildewood Neighborhood.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This project is funded by a “C” Fund Grant from the County Transportation Committee (CTC).

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

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

This project was previously approved by County Council via action forwarded from the December 17, 2019 Development & Services Committee.

Council Member	Development & Services Committee
Meeting	Special Called Meeting
Date	December 17, 2019

STRATEGIC & GENERATIVE DISCUSSION:

This project request for paved road repair and resurfacing originated from citizen concerns about the poor condition of roads in their neighborhood. The County's Transportation – Penny Department staff indicated that these roads were not included in any of the upcoming resurfacing project packages. The County Engineer staff prepared a cost estimate for the improvements. This estimate, along with mapping was provided to the CTC (please see attachments).

The cost estimate was approved for funding by the County Transportation Committee (CTC) for \$258,572. Procurement Department Staff then advertised the construction project.

Armstrong Contractors' bid of \$120,586 was the lowest responsive and responsible bid and was within the Engineer's Estimate for the project. They also have committed to a 23% utilization of Small Local Business Enterprise (SLBE) companies, which meets the goal for this project.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Minutes – December 17, 2019 Special Called Meeting
2. CTC funding request
3. Location Map
4. Bid Tabulation

The vote was in favor.

3. **ADOPTION OF THE AGENDA** – Mr. Manning moved, seconded by Ms. Dickerson, to adopt the agenda as published.

Mr. Malinowski stated we have transferred the entire D&S and A&F agendas to the Special Called Meeting agenda for action. Normally, we have a week, at least, to be able to review what took place at the committee meeting(s). Some people are not even on one or the other committee, and may not have been at the meeting to hear the discussion, and get pertinent information to cast a vote. It seems to him, if these are not time sensitive matters, he does not know why we are rushing to put them on the Council agenda.

Mr. Brown stated during the A&F Committee meeting there were two (2) items that were added to the “Items for Action”; therefore, they need to be added to the Council agenda for action, as well. Those items are as follows:

- a. Approval of Award for Engineering Services – Kneece Road Sidewalk Design
- b. Approval of Award for Engineering Services – Longreen Parkway Sidewalk Design

Mr. Manning stated, for clarification, these items were published as items not for action. Then, they were moved to action, in the committee, and now they are being added to the Council agenda. He stated he wanted to echo Mr. Malinowski’s concerns about the other items. He feels like if an item was published for action, and he was not on the committee, but he had an interest in knowing what was going on, particularly when the agenda that was published for tonight’s meeting did not have it. For the record, when he reads the agenda, he can tell whether the item is for action or not.

Mr. Manning moved, seconded by Ms. Dickerson, to adopt the agenda as amended.

In Favor: Terracio, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Opposed: Malinowski and Manning

The vote was in favor.

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

- a. Richland County vs. SC Dept. of Revenue

5. **REPORT OF THE COUNTY ADMINISTRATOR** – No report was given.

6. **REPORT OF THE CLERK OF COUNCIL** – No report was given.

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

8. **REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE**

- a. **Approval to Develop and Advertise CTC Funded Projects** – Ms. Terracio stated the committee recommended to direct County staff to proceed with project development, staff design and advertisement for construction of the repair and resurfacing projects of the roads/intersections named herein using the “C” Funds previously approved by the CTC.

Special Called Meeting
December 17, 2019

Mr. Malinowski noted on p. 29 of the agenda Riverwalk Subdivision is listed as District 1, when it is actually in District 2.

Mr. Manning stated that Mr. Malinowski had brought this to the committee's attention, prior to them taking action on the item.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Manning, Dickerson, Livingston and McBride

The vote in favor was unanimous.

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

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Manning, Dickerson, Livingston and McBride

The motion for reconsideration failed.

- b. County Sidewalk Program – This item was held in committee.
- c. I move that Richland County undertake a study regarding the existence/prevalence of PFAS groundwater and soil throughout the County. If desired, the County should coordinate with all municipalities within its boundaries to derive a comprehensive study on these harmful chemicals, and if necessary or warranted, a plan for corporate remediation [MYERS] – This item was held in committee.

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

- a. Memorandum of Understanding – COMET – Mapping Services – Ms. Dickerson stated the committee recommended to approve the MOU, to correct the name of the entity from COMET to CMRTA/COMET, and include the CMRTA/COMET address on the last page of the MOU.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The vote in favor was unanimous.

- b. Approval of Award of Community Housing Development Organization (CHDO) funding – Ms. Dickerson stated the committee recommended to approve the award HOME funds in the amount of \$528,144.00 to Community Assistance Provider for the construction of a four unit townhouse in the New Castle/Trenholm Acres master plan area.

In Favor: Terracio, Jackson, Newton, Myers, Dickerson, Livingston and McBride

Opposed: Malinowski

Present but Not Voting: Manning

REQUEST FOR PROGRAMMING

C Program Administration

COUNTY: Richland

CONGRESSIONAL DISTRICT: District 9

LOCAL PAVING (OFF SYSTEM)

STATE ROAD PROJECT (ON SYSTEM)

MATCH PROGRAM

SCDOT DIRECT LABOR PROJECT

REVISION TO CURRENT C PCN: _____

PROJECT INFORMATION SECTION

DESCRIPTION OF REQUESTED INFORMATION: The Richland County Public Works is requesting \$258,571.80 to repave worn and damaged asphalt on three roads within the Wildewood Subdivision. The proposed repaving would allow for road improvements outside that covered by the Penny Transportation Department. The County roads are Running Fox Rd W, Meadowbrook Dr. and Loan Oak Ln.

INITIAL ESTIMATED COST OF PROJECT: \$258,571.80

COMPLETE IF APPLICABLE TO PROJECT

BEGINNING POINT: Running Fox Rd W

ENDING POINT: Loan Oak Ln

TOTAL MILEAGE: .62 MILE(S)

TYPE OF CONSTRUCTION: NEW CONSTRUCTION

RESURFACING

OTHER

LOCATION MAP MUST BE ATTACHED

PLEASE GIVE FOLLOWING INFORMATION IF WORK PERFORMED BY OTHERS THAN SCDOT:

NAME OF GOVERNMENT ENTITY: Richland County Public Works, Engineering Division

CONTACT PERSON: Mr. Stephen Staley, PE

CONTACT PHONE: +1 (803) 576-2479

TITLE OF CONTACT PERSON: County Engineer

ADDRESS: 400 Powell Road

CITY / TOWN: Columbia

SOUTH CAROLINA

ZIP CODE: 29203

AUTHORIZED BY: _____

CHAIRMAN, COUNTY TRANSPORTATION COMMITTEE

DATE

**RETURN TO: S.C. DEPARTMENT OF TRANSPORTATION
955 PARK STREET, COLUMBIA, S.C. 29202
ATTENTION: C PROGRAM ADMINISTRATOR**

Wildewood Paving Project

Attachment 3

Legend

- Mill and Fill 2"
- ▭ Parcels
- Roads**
 - County Paved
 - Private or Other
 - - - County Unpaved
 - SCDOT



1 in = 100 feet

DISCLAIMER: This is a product of the Richland County Public Works Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Reasonable efforts have been made to ensure the accuracy of this map. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

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Richland County Public Works
400 Powell Rd.
Columbia, SC 29203



Wildewood Subdivision RE-paving
RC-381-B-2021

	Armstrong Contractors LLC	C.R. Jackson, Inc.	Palmetto Corp of Conway	Sloan Construction a division of Reeves Construction
Total Cost	\$ 120,586.00	\$ 187,525.5	\$ 164,867.27	\$ 152,504.42

Richland County Council Request for Action

Subject:

Spring Park Dr & Greenhill Parish Pkwy Sidewalk Design Award

Notes:

February 23, 2021 – The A&F Committee recommended Council approve the award of engineering services for the Spring Park Drive and Greenhill Parish Parkway sidewalks to Holt Consulting Company, Inc. in the amount of \$232,208.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Jennifer Wladischkin	Title:	Procurement Manager
Department:	Finance	Division:	Procurement
Date Prepared:	February 2, 2021	Meeting Date:	February 23, 2021
Legal Review	Elizabeth McLean via email	Date:	February 05, 2021
Budget Review	James Hayes via email	Date:	February 08, 2021
Finance Review	Stacey Hamm via email	Date:	February 08, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Approval of award of Engineering Services; Spring Park Drive and Greenhill Parish Parkway sidewalk design		

STAFF’S RECOMMENDED ACTION:

It is recommended that County Council approve the award of engineering services for the Spring Park Drive and Greenhill Parish Parkway sidewalks to Holt Consulting Company, Inc in the amount of \$232,208.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

A “C” Fund Grant from the County Transportation Committee (CTC) will fund this design project, along with associated construction costs.

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

None.

REGULATORY COMPLIANCE:

These projects will enhance pedestrian and motorist safety and will comply with prevailing engineering design standards and provisions of the Americans with Disabilities Act (ADA).

MOTION OF ORIGIN:

This project did not originate from a Council motion.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Spring Park Drive

In March 2019, *The State* newspaper reported that a vehicle on Spring Park Drive in Northeast Columbia struck a child. This was also reported to the County's Ombudsman office and a request was made for Department of Public Works (DPW) staff to look into installing a sidewalk along this road. This new sidewalk meets the County criteria as it connects residences in the area to both Longleaf Middle and Sandlapper Elementary Schools and will extend to Longreen Parkway and Hobart Way. It will include ADA compliant curb ramps, detectable warnings, and pavement markings.

Greenhill Parish Parkway

In September 2018, a Citizen Service Request (CSR) was received by the County's Ombudsman office requesting sidewalks be installed on Greenhill Parish Parkway from the roundabout at Upland Hill Lane to the Catawba Trail School. The CSR included a request to also install flashing School Zone signs since there is no longer a crossing guard assigned to this area. This new sidewalk request qualified per the County's criteria for connectivity and safety. The new sidewalk will be installed on both sides of the roadway and will include ADA compliant curb ramps, detectable warnings, and pavement markings.

A Request for Proposal was issued on October 26, 2020 and six submittals were received. An evaluation team scored the submittals and the highest ranked Offeror was Holt Consulting Company.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Location maps are provided for reference.

ATTACHMENTS:

1. Location Map (Spring Park Drive)
2. Location Map (Greenhill Parish Parkway)



Spring Park Rd. Improvement Request

Legend

— Improvement request

Parcels

Roads

— County Paved

— Private or Other

- - - County Unpaved

— SCDOT



Attachment 1

211 of 325 in = 374 feet

DISCLAIMER: This is a product of the Richland County Public Works Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Reasonable efforts have been made to ensure the accuracy of this map. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

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 Richland County Public Works
 400 Powell Rd.
 Columbia, SC 29203






Greenhill Parish Pkwy New Sidewalks & Signs






Richland County & Woolpert

Legend

-  New Flashing Signs - School Speed Zone
-  Existing Sidewalk
-  Proposed Sidewalk

 Parcels

- Road Maintenance**
-  County Paved
 -  Private or Other
 -  SCDOT



Attachment 2

1 inch = 352 feet



Richland County Public Works - 2018

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of an assignment by Tyson Prepared Foods, Inc. ("TPF") of a 2017 fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and TPF to Project Charlie; the execution and delivery of an assignment by TPF to Project Charlie of a 1996 fee-in-lieu of taxes agreement in the form of a lease agreement by and between Richland County, South Carolina and TPF; the execution and delivery of an amendment to the 2017 fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and TPF; and other related matters

Notes:

First Reading: February 16, 2021

Second Reading:

Third Reading:

Public Hearing:

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

AUTHORIZING THE EXECUTION AND DELIVERY OF AN ASSIGNMENT BY TYSON PREPARED FOODS, INC. (“TPF”) OF A 2017 FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND TPF TO PROJECT CHARLIE; THE EXECUTION AND DELIVERY OF AN ASSIGNMENT BY TPF TO PROJECT CHARLIE OF A 1996 FEE-IN-LIEU OF TAXES AGREEMENT IN THE FORM OF A LEASE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND TPF; THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE 2017 FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND TPF; 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 (“Simplified FILOT Act”) and Title 4, Chapter 12, Code of Laws of South Carolina, 1976, as amended (“Lease 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.

WHEREAS, under the authority provided in the MCIP Act, the County created a multicounty park with Fairfield County (“Park”) which is governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018 (“Park Agreement”);

WHEREAS, the County entered into a fee in lieu of taxes agreement under the Lease FILOT Act in the form of a Lease Agreement dated December 15, 1996, with IBP, Inc., predecessor to TPF, as extended by that certain Ordinance No. 037-17HR, with TPF (“1996 FILOT Agreement”);

WHEREAS, the County entered into a Fee-In-Lieu of *Ad Valorem* Taxes Agreement dated October 3, 2017 (“2017 FILOT Agreement”) under the FILOT Act with TPF (the 2017 FILOT Agreement and the 1996 FILOT Agreement may hereafter be referred to as the “FILOT Agreements”);

WHEREAS, TPF now desires to transfer and assign to Project Charlie (the “Company”) all rights and obligations of TPF under the FILOT Agreements, and the Company desires to accept such assignment and assume all obligations of TPF under the FILOT Agreements using the form of proposed assignment presented to the County Council attached hereto as Exhibit A (the “Assignment”);

WHEREAS, TPF and the Company have requested the County to consent to the Assignment and to take such action as may be necessary or appropriate in order to effectuate such consent, including but not limited to making appropriate amendments to the FILOT Agreements with the Company;

WHEREAS, the County desires to consent to the Assignment;

WHEREAS, the County, acting by and through its County Council is authorized pursuant to the FILOT Act and the MCIP Act to provide special source revenue credits (“Infrastructure Credits”) against FILOT Payments derived from (i) economic development property or (ii) subject to ad valorem taxes due to the property location in a Park to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County; and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, it is anticipated that the Company will acquire certain of the assets of TPF, including all assets subject to the FILOT Agreements and the land and building of TPF, and will additionally invest \$44,000,000 in personal property and \$10,200,000 in improvements to the land and building (the “Project”);

WHEREAS, the County and the Company desire to amend the 2017 FILOT Agreement to: (i) provide certain Infrastructure Credits to the Company; (ii) extend the Investment Period (as defined in the 2017 FILOT Agreement; and (iii) extend the term of the 2017 FILOT Agreement, all as an inducement for the Company to invest in the County (the “Amendment”);

WHEREAS, there has been prepared and presented to this meeting of County Council the proposed form of the Amendment between the County and the Company in the form attached hereto as Exhibit B;

WHEREAS, it appears that the Assignment and the Amendment now before this meeting are in appropriate form and are appropriate instruments to be executed and delivered or approved by the County for the purposes intended.

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

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

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

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

(c) The purposes to be accomplished by the Project are proper governmental and public purposes; and

(d) The benefits of the Project are greater than the costs.

Section 2. The County, pursuant to Section 12-44-120 of the Act, hereby expressly consents and agrees to the following:

- (a) transfer and assignment pursuant to the Assignment by TPF to the Company of TPF's rights in and obligations under the 1996 FILOT Agreement and the 2017 FILOT Agreement; and
- (b) the amendment of the 2017 FILOT Agreement to (i) provide certain Infrastructure Credits to the Company; (ii) extend the Investment Period (as defined in the 2017 FILOT Agreement) by 5 years; and (iii) extend the term of the 2017 FILOT Agreement by 10 years, all as provided by and pursuant to the Amendment.

Section 3. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the forms, terms and provisions of the Assignment and the Amendment which are before this meeting and filed with the Clerk to County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Assignment and the Amendment were set out in this Ordinance in their entirety. The Chair of the County Council and the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Assignment and the Amendment to the Company. The Assignment and the Amendment are to be in substantially the forms now before this meeting and hereby approved, or with such changes therein as shall be approved, upon advice of counsel, by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of the Assignment and the Amendment now before this meeting.

Section 4. The Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Assignment and the Amendment and the performance of all obligations of the County under and pursuant to the Assignment and the Amendment, said documents to be in substantially the form presented to this County Council together with such changes or amendments thereto as may be approved by the County Attorney, and to effect the performance of all obligations of the County thereunder.

Section 5. 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. 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. This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: February 16, 2021
Second Reading: March 2, 2021
Public Hearing:
Third Reading:

Exhibit A

FORM OF ASSIGNMENT

(See attached)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assignment”) is made effective as of the ___ day of [February], 2021 (the “Effective Date”), by and among Tyson Prepared Foods, Inc., a Delaware corporation (“Tyson Prepared Foods”), [PROJECT CHARLIE], a Delaware limited liability company (“Company”) and Richland County, South Carolina (the “County”), a body politic and corporate and political subdivision of the State of South Carolina (the “State”), acting by and through its County Council (the “County Council”) as governing body of the County.

WHEREAS, Tyson Prepared Foods, successor to IBP, Inc., and the County entered into a fee in lieu of taxes agreement in the form of a Lease Agreement dated December 15, 1996, as extended by that certain Ordinance No. 037-17HR (“1996 FILOT Agreement”);

WHEREAS, Tyson Prepared Foods and the County entered into a Fee-In-Lieu of *Ad Valorem* Taxes Agreement dated as of October 3, 2017 (“2017 FILOT Agreement,” and, together with the 1996 FILOT Agreement, the “FILOT Agreements”);

WHEREAS, the Company is acquiring effective as of the Effective Date certain assets of Tyson Prepared Foods, including certain personal property subject to the FILOT Agreements and the real estate and building of Tyson Prepared Foods;

WHEREAS, the Company will additionally invest \$44,000,000 in personal property and \$10,200,000 in real property (land and building) to renovate one or more existing buildings and infrastructure; and

WHEREAS, Tyson Prepared Foods effective as of the Effective Date desires to assign to the Company, and the Company desires to accept, all of Tyson Prepared Foods’ right, title, and interest in, to, and under the FILOT Agreements.

NOW, THEREFORE, in consideration of the reasons recited above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tyson Prepared Foods, the Company and County Council hereby agree as follows:

1. Tyson Prepared Foods hereby assigns, contributes, grants, conveys and transfers to the Company, its representatives, successors, and assigns, all of Tyson Prepared Foods’s right, title and interest in, to and under the FILOT Agreements, to be effective as of the Effective Date.
2. The Company hereby accepts the foregoing assignment of the FILOT Agreements and agrees to assume all of Tyson Prepared Foods’s obligations under the FILOT Agreements which arise or relate to the period after the Effective Date and agrees to be bound thereby.

3. The County hereby consents to the assignment from Tyson Prepared Foods to the Company of all rights, title and interest in, to and under the FILOT Agreements and to the assumption by the Company of all obligations contained in the FILOT Agreements which arise or relate to the period after the Effective Date hereof and agrees to release Tyson Prepared Foods from any obligations arising or relating to the period after the Effective Date hereof. Tyson Prepared Foods expressly acknowledges that any obligations arising under the FILOT Agreements before the Effective Date are obligations of Tyson Prepared Foods.
4. This Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.
5. This Assignment may only be amended by a writing signed by Tyson Prepared Foods, the Company and the County.
6. This Assignment shall be governed by and construed in accordance with the laws of the State of South Carolina.
7. A determination that any provision of this Assignment is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Assignment to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.
8. This Assignment may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

(Remainder of page left blank intentionally.)

This Assignment has been executed by the parties to be effective as of the Effective Date.

TYSON PREPARED FOODS, INC.

By: _____
Its: _____

PROJECT CHARLIE

By: _____
Its: _____

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

ATTEST:

Clerk to Council

Exhibit B

FORM OF AMENDMENT

(See attached)

4821-5462-3449 v.2

FIRST AMENDMENT TO 2017 FILOT AGREEMENT

THIS FIRST AMENDMENT TO 2017 FILOT AGREEMENT (this “Amendment”) is dated effective as of the [] day of [February], 2021 (the “Effective Date”), by and between RICHLAND COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and political subdivision of the State of South Carolina (the “State”), acting by and through its County Council (the “County Council”) as governing body of the County, and [PROJECT CHARLIE], a Delaware limited liability company (the “Company”).

WITNESSETH:

WHEREAS, Tyson Prepared Foods, Inc. (“Tyson Prepared Foods”) and the County entered into a Fee-In-Lieu of *Ad Valorem* Taxes Agreement dated as of October 3, 2017 (“2017 FILOT Agreement”) under which Tyson Prepare Foods committed to invest not less than \$9,000,000 in real and personal property in the County;

WHEREAS, Tyson Prepared Foods assigned the 2017 FILOT Agreement to the Company pursuant to that certain Assignment and Assumption Agreement effective as of the Effective Date by and among Tyson Prepared Foods, the Company and County Council;

WHEREAS, the Company acquired as of the Effective Date certain assets of Tyson Prepared Foods, including certain assets subject to the 2017 FILOT Agreement, and the real estate and building of Tyson Prepared Foods;

WHEREAS, the Company has committed to make additional investment in the County and will invest a total of \$44,000,000 in personal property and \$10,200,000 in the acquired real property (land and building) to renovate one or more existing buildings and infrastructure;

WHEREAS, the County and the Company desire to (i) amend the 2017 FILOT Agreement to provide for certain Infrastructure Credits, as defined below, to the Company; and (ii) extend the Investment Period by five (5) years and the Phase Termination Period by ten (10) years (as such terms are defined in the 2017 FILOT Agreement), as an inducement to invest in the County.

NOW, THEREFORE, the parties hereby agree as follows:

SECTION 1. INFRASTRUCTURE CREDITS.

A new Article V, Section 5.1 is hereby added to the 2017 FILOT Agreement as follows:

ARTICLE V

ADDITIONAL INCENTIVES

Section 5.1. *Infrastructure Credits.* To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and

calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

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

SECTION 2. EXHIBIT D – DESCRIPTION OF INFRASTRUCTURE CREDIT

A new Exhibit D is hereby added to the 2017 FILOT Agreement as follows:

EXHIBIT D

DESCRIPTION OF INFRASTRUCTURE CREDIT

The Sponsor and any Sponsor Affiliate shall be entitled to an annual Infrastructure Credit equal to 40% for years one (1) through five (5) and 35% for years six (6) through ten (10) against the amount of the annual FILOT Payment due for that year, anticipated to commence with the property tax payment for tax year 2022.

To the extent the Infrastructure Credit is used to pay for the cost of personal property and the removal of such personal property results in a penalty pursuant to 4-29-68(A)(2)(ii) of the Code, the Sponsor shall be entitled to an additional Infrastructure Credit against any remaining FILOT Payments to be made on property remaining subject to the FILOT Payments after the date of such removal.

To the extent the Infrastructure Credits pursuant to this Exhibit are greater than the amount of the FILOT Payment due hereunder, such Infrastructure Credit shall be carried over to the next year or years, as necessary, to apply all accrued Infrastructure Credits.

SECTION 3. DEFINITIONS

Article 1, Section 1.1 of the 2017 FILOT Agreement is hereby amended to include the following definitions:

“Infrastructure” means (i) the infrastructure serving the County or the Project, and (ii) improved and unimproved real estate. Upon the written election by the Sponsor and notice to the County, personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, and such other items as may be described in or permitted under Section 4-29-68 of the Code shall also be included in the definition of Infrastructure.

“*Infrastructure Credit*” means the special source revenue credit provided to the Sponsor pursuant to Section 12-44-70 of the Act and Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure.

Article 1, Section 1.1 of the 2017 FILOT Agreement is hereby amended to amend and restate the following definitions so that, as amended, such definitions shall read as follows:

“*Investment Period*” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending ten 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 is expected to end (unless the Commencement Date is later than December 31, 2017), on December 31, 2027.

“*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.

SECTION 4. 2017 FILOT AGREEMENT.

Every provision of the 2017 FILOT Agreement not amended or modified by the terms of this Amendment shall remain unchanged and in full force and effect.

SECTION 5. COUNTY AND COMPANY REPRESENTATIONS.

A. The County represents that it has approved this Amendment by adoption of an Ordinance dated [_____], and in accordance with the procedural requirements of the County Council and any other applicable law.

B. The Company represents that the execution, delivery and performance by the individual or entity signing this Amendment on behalf of the Company has been duly authorized and approved by all requisite action on the part of the Company.

SECTION 6. COUNTERPARTS.

This Amendment may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

SECTION 7. EFFECTIVE DATE.

This Amendment is effective as of the date first above written.

“Infrastructure Credit” means the special source revenue credit provided to the Sponsor pursuant to Section 12-44-70 of the Act and Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure.

Article 1, Section 1.1 of the 2017 FILOT Agreement is hereby amended to amend and restate the following definitions so that, as amended, such definitions shall read as follows:

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending ten 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 is expected to end (unless the Commencement Date is later than December 31, 2017), on December 31, 2027.

“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.

SECTION 4. 2017 FILOT AGREEMENT.

Every provision of the 2017 FILOT Agreement not amended or modified by the terms of this Amendment shall remain unchanged and in full force and effect.

SECTION 5. COUNTY AND COMPANY REPRESENTATIONS.

A. The County represents that it has approved this Amendment by adoption of an Ordinance dated [_____], and in accordance with the procedural requirements of the County Council and any other applicable law.

B. The Company represents that the execution, delivery and performance by the individual or entity signing this Amendment on behalf of the Company has been duly authorized and approved by all requisite action on the part of the Company.

SECTION 6. COUNTERPARTS.

This Amendment may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

SECTION 7. EFFECTIVE DATE.

This Amendment is effective as of the date first above written.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____

Its: _____

ATTEST:

Clerk to Council

[PROJECT CHARLIE]

By: _____

Name: _____

Its: _____

Richland County Council Request for Action

Subject:

Sonoco Recycling Contract Extension

Notes:

February 23, 2021 – The A&F Committee recommended Council approve a Five-Year contract extension with Sonoco Recycling to sort, process, and market recyclable materials collected by the County.



Agenda Briefing

Prepared by:	John Ansell	Title:	General Manager
Department:	Public Works	Division:	Solid Waste and Recycling
Date Prepared:	February 05, 2021	Meeting Date:	February 23, 2021
Legal Review	Elizabeth McLean via email	Date:	February 17, 2021
Budget Review	James Hayes via email	Date:	February 18, 2021
Finance Review	Stacey Hamm via email	Date:	February 16, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Administration & Finance		
Subject:	Contract Extension with Sonoco Recycling		

STAFF’S RECOMMENDED ACTION:

That Richland County Council approve a Five-Year contract extension with Sonoco Recycling to sort, process, and market recyclable materials collected by the County.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The previous Five-Year contract was executed on April 1, 2016 and terminates March 31, 2021. The fees for recycling services will increase with the upcoming contract extension. There will be a baseline fee increase of \$25 / ton, which equates to a \$0.12 to \$0.86 / household annual increase for the County. Total fees are based on a variety of factors; monthly commodity market prices, inflation, composition of recyclable materials, resident education and participation. Baseline fee increases 5% each year during the term of the contract (See Attachment 1 – Contract Amendment). The recycling program represents on average 3-4% of the total Solid Waste & Recycling Division’s annual operating budget.

The Office of Budget and Grants Management remains concerned that the overall solid waste expenditures remain above revenue.

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

REGULATORY COMPLIANCE:

This contract supports the County’s recycling program that is mandated by South Carolina mandate.

MOTION OF ORIGIN:

There is no associated council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

This contract is an integral part of the County’s curbside recycling collection program.

Richland County, through its curbside collection contractors, has picked up recyclable household waste since approximately 1995. The County currently services over 96,000 homes that produced 11,500 tons of recyclable waste for the 2020 calendar year. The contract with Sonoco Recycling involves Richland County providing recyclable materials to Sonoco for sorting, processing, and marketing.

Since 2010, Sonoco has invested approximately \$5 million in developing their Material Recovery Facility (MRF) off Bluff Road to primarily manage the single stream recyclables generated by the County. Approximately 50% of Sonoco’s total plant workforce facilitates the County’s recycling program. In addition, Sonoco has a Recycling Education Center at their MRF off Bluff Road, in order to support efforts to educate the public about the benefits of recycling.

The existing agreement for services between Sonoco and the County was executed on April 1, 2016. The agreement, among other things, establishes rates to be charged to the County by Sonoco for processing recyclable materials (See Attachment 2 – Example: Weighted Average Price (WAP) of the County’s Recyclable Materials). The proposed Five-Year extension keeps the termination clause available to Sonoco and the County, which requires at least thirty (30) days prior written notice by the party making such notification. Automatic yearly renewals began April 1, 2022 ending April 1, 2025.

ADDITIONAL COMMENTS FOR CONSIDERATION:

- There are no other commercial MRF operating in Richland County and, in fact, only one other commercial facility exists in the state (Pratt Industries in Duncan, SC), which is 92 miles outside of the County.
- Sonoco has been an integral partner with establishing and maintaining the County’s recycling infrastructure since 1995.
- The commodity market has always been unpredictable and makes it very difficult to forecast exact revenue / cost figures. Unfortunately, recycling cost structure is dictated in large part by commodity market forces. This agreement was negotiated to keep cost as fixed as possible to reduce large fluctuations for the County’s residents.

<u>Average cost estimates based on 2020 Actual Markets:</u>	
Annual volume	11,500 tons
Annual Increase per Ton	\$7.14/ton
Annual Increase /Per Household	\$0.86 Per Year
Monthly Increase/Per Household	\$0.07 per household / month

ATTACHMENTS:

1. SONOCO Executed Contract May 2016
2. Richland Co. Contract Extension Letter
3. SONOCO WAP Example
4. Richland County Analysis 02.10.2021
5. Contract Amendment

- 1.4 **“County”** –Richland County, South Carolina, including its departments, divisions, personnel and agents.
- 1.5 **“Contracting Officer”**- The person who shall have the authority to act on the behalf of the County to make binding decisions with respect to this contract. The Contracting Officer shall be the person occupying the position of the Director of Procurement.
- 1.6 **“Contract Year”** – Twelve (12) consecutive months beginning on the Commencement Date and every consecutive twelve (12) months thereafter for the term of the Contract.
- 1.7 **“Effective Date”** – The date upon which this Agreement is fully executed by both Parties. The later signature date shall be the Effective Date.
- 1.8 **“Environmental Laws”** – All applicable federal, state, county or local laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation or protection of human health and the environment (including, without limitation, ambient air, surface water, groundwater, land, or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, substances or materials, including, without limitation, any matters related to Releases and threatened Releases of materials and substances.
- 1.9 **“Force Majeure”** – Any event relied upon by Sonoco or the County, as applicable, as justification for delay in or excuse from complying with any obligation required of Sonoco or the County, as applicable, under this Agreement, including, without limitation: (i) an act of God, landslide, lightning, earthquake, hurricane, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county, or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise affects this Contract or any permits or licenses of the MRF with respect to the acceptance and/or processing of Recyclable Materials; (iii) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the date of this Agreement, applicable to the obligations of Sonoco or the County, as applicable, under this Agreement; or (iv) the institution of a legal or administrative action, or similar proceeding, by any person or entity which delays or prevents any aspect of the acceptance and/or processing of Recyclable Materials at the MRF.
- 1.10 **“Hazardous Waste”** – Any hazardous or toxic substances, materials or wastes including those substances, materials, and wastes listed by the Environmental Protection Agency as hazardous substances under 40 CFR part 302 and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state, or federal law or the equivalent under applicable foreign laws including without limitation, any materials, waste or substance which include petroleum, asbestos, polychlorinated biphenyls, defined as a “hazardous substance” or “hazardous waste”

under applicable local, state or federal law or the equivalent under applicable foreign laws, designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, defined as “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, or defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. Under this Contract, “Hazardous Substances” shall include what are commonly termed “Household Hazardous Wastes”, including “Universal Wastes”, as defined under the Resource Conservation and Recovery Act, including but not limited to lead-acid or other batteries, fluorescent light tubes, compact fluorescent bulbs, pesticide containers, thermostats, thermometers, paint containers, and household chemicals.

- 1.11 “Materials Recovery Facility” or “MRF”** – Sonoco’s Recyclable Materials processing facility located at 1132 Idlewilde Boulevard, Columbia, South Carolina.
- 1.12 “Recovered Materials”** – Recyclable Materials that have been processed to market specifications.
- 1.13 “Recyclable Materials”** – Various recyclable products and packaging designated by the County for recycling collection programs, including;
- Glass: Transparent and translucent food and beverage bottles and jars. Paper labels are acceptable as are rings and lids on glass containers.
 - Tin/Steel cans, tin plated, food and beverage containers, all sizes; paper labels are acceptable.
 - Aluminum used beverage container and foil clean of food.
 - Plastics #1-7– blow molded (bottle necked) natural and colored HDPE containers, including plastic milk jugs, water jugs, detergent bottles, and similar items; caps and labels are acceptable.
 - Newspapers and advertisement inserts loose or placed in Kraft (brown) bags. Old newspaper that contains incidental moisture from rain or snow will be acceptable.
 - Magazines containing glossy coated paper, including catalogues, glossy fillers or mailers, loose or placed in Kraft (brown) bags.
 - Corrugated containers (cardboard) that are flattened and either cut down or folded to size no more than 3 feet by 2 feet and that have liners of Kraft, jute or test liner. Staples and tape with waste soluble glues do not have to be removed. Corrugated containers may be bundled and tied with string or twine, collected loose or placed in Kraft (brown) bags. Wax-coated and oriental old corrugated containers are not acceptable.
 - Kraft (brown) paper bags- all sizes of loose, bundled or bagged Kraft paper grocery sacks.
 - Junk Mail- all dry, loose or placed in Kraft (brown) bags white and colored ledger and copier paper, note pad paper (no backing), loose-leaf fillers, computer paper (continuous-form perforated white bond or green-bar paper).

- Phone books loose or placed in Kraft (brown) bags.
- Boxboard- all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoeboxes, and other similar packaging. Boxboard with wax or plastic coating and Boxboard that has been contaminated by food is not acceptable.

Recyclable Materials includes incidental amounts of Rejects and non-designated materials as can be normally expected as part of municipal recycling collection but in no case shall glass or Rejects exceed 20% by weight or Rejects, non-designated materials and glass combined exceed 35% by weight. The list of Recyclable Materials may be expanded or contracted from time to time as determined jointly by the County and Sonoco.

- 1.14 “Rejects”** – Materials other than Residue that cannot be processed into Recovered Materials that Sonoco does not accept at the MRF.
- 1.15 “Residue”** – That portion of the Recyclable Materials other than Rejects accepted by Sonoco that are not converted to Recovered Materials.
- 1.16 “Single Stream”** – A method of collecting and processing Recyclable Materials whereby all Recyclable Materials are collected and delivered to the MRF mixed together.
- 1.17 “Ton”** – A unit of weight equal to 2,000 pounds, also referred to as a “short ton.”
- 1.18 “Uncontrollable Circumstance”** – Acts of God or other causes factually beyond the control and without the fault or negligence of the County or Sonoco. Recovered Material market fluctuations or product availability will not be deemed factually beyond Sonoco’s control.

ARTICLE 2. TERM OF AGREEMENT

- 2.1 Effective Date.** Except as otherwise provided for herein, the obligations of the Parties shall take effect on the Commencement Date.
- 2.2 Commencement Date.** Except as otherwise provided for herein, the Commencement Date shall be April 1, 2016.
- 2.3 Term.** The original term (“Original Term”) of this Agreement is one (1) year with four (4) one-year automatic renewals not to exceed a total of five (5) years. Due to the complexity of this agreement the County will contemplate an extension of this agreement beyond the initial five (5) year agreement period.

ARTICLE 3. SERVICES AND SCOPE TO BE PERFORMED

Beginning on the Commencement Date and as defined in Exhibit A, Sonoco shall accept and process Single Stream and Recyclable Materials delivered by or on behalf of the County to the MRF. The County agrees that all of the Single Stream and Recyclable Materials collected by or on behalf of the County will be delivered to the MRF. It is Sonoco's responsibility to ensure sufficient capacity is available to accept all Recyclable Materials delivered by or on behalf of the County.

ARTICLE 4. COSTS AND COMPENSATION

In the monthly report required in Article 5.2, Sonoco shall include the total revenue or charge due to the County resulting from the Recyclable Materials delivered to the MRF during the previous month as described in Exhibit B, including the WAP. Payment of said revenue or charge shall be submitted within thirty (30) calendar days from the end of the month for which the payment is due.

ARTICLE 5. REPORTING AND RECORDS

- 5.1 Recordkeeping.** Sonoco shall create, maintain and make available records as defined herein, and which may be required by applicable local, state, and federal laws, rules and regulations;
- 5.1.1** Sonoco will record Recyclable Materials tonnage by date, type and source.
 - 5.1.2** Sonoco will record Rejects and Residue tonnage by date.
 - 5.1.3** Sonoco shall maintain other records, documents and reports as the County may reasonably require to verify compliance with the Agreement or to meet the County's reporting requirements with the State of South Carolina.
- 5.2 Reporting.** Sonoco shall submit to the County monthly and annual reports that summarize the weights of Recyclable Materials delivered by the County to the MRF. Weight records will be in a format as required and acceptable to the County to include details of each certified scale (refer to Exhibit A (A) (4)) entry invoiced. Typical information to be included in an Excel spreadsheet format includes, but is not limited to: date, material type, weight, and source of the recyclable material (truck number). The County would require the report and other supporting documents by the 15th of the following month. If the 15th falls on a weekend, the report shall be submitted the following business day. Annual report shall be submitted by the fifteenth (15th) day of the month following the end of the County's Fiscal Year.

ARTICLE 6. TERMINATION

6.1 For Cause. The County, by advance written notice, may terminate this Agreement for cause. For cause shall mean if Sonoco is in violation of any local, state, or federal law. If this Agreement is so terminated, Sonoco shall be entitled to compensation from third party vendors for materials processed, marketed and sold under this Agreement. Sonoco will not be compensated for any other costs in connection with a termination for cause. Sonoco will not be entitled to recover any damages in connection with a termination for cause. Any recovered materials delivered to Sonoco under this contract shall be managed consistent with the provisions of Exhibit B.

6.2 For Default. If either Party fails to perform the Agreement or any separable part thereof in a timely or workmanlike manner in accordance with the Agreement, or otherwise fails, to comply with any of the terms and conditions of the Agreement deemed to be material (including, without limitation, the requirement that Sonoco obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Agreement.

In the event of default, the non-defaulting Party may give written notice of the default to the defaulting Party. The defaulting Party shall have thirty (30) days from the receipt of the notice to cure any default. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by providing written notice of termination to the defaulting Party. In the event of a default, Sonoco shall be entitled to compensation from third party vendors for materials processed, marketed and sold under this Agreement. Except as otherwise provided herein, Sonoco shall not be entitled to any costs or damages resulting from a termination under this section.

6.3 For Convenience. Both Parties shall have the right to terminate this Agreement in whole or in part for convenience at any time during the course of performance by giving thirty-(30) day's written or telegraphic notice. Upon receipt of any termination notice, Sonoco shall immediately discontinue services on the date and to the extent specified in the notice.

Either Party, depending on the commodity prices at the time of the termination notice, shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in said notice, not previously reimbursed to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred prior to and in connection with discontinuing the work hereunder. In no event shall such costs include unabsorbed overhead or anticipatory profit. Any recovered materials delivered to Sonoco under this contract shall be managed consistent with the provisions of Exhibit B.

6.4 Rights Cumulative. The rights and remedies of the County and Sonoco provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES.

7.1 Sonoco. Sonoco represents and warrants as follows:

- 7.1.1 Sonoco is a limited liability company duly organized, validly existing and in good standing under the laws of the State of North Carolina and is authorized to do business in South Carolina.
- 7.1.2 This Agreement has been duly executed and delivered by Sonoco and constitutes a legal, valid and binding obligation of Sonoco, enforceable against Sonoco in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity.
- 7.1.3 Sonoco has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Sonoco has taken all action necessary to authorize the execution and delivery of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby to be consummated by it.
- 7.1.4 Sonoco's MRF has and shall maintain the capacity to accept all Recyclable Materials collected daily by the County. In the event that the MRF cannot accept and process all Recyclable Materials collected daily by the County for any reason, Sonoco shall provide an alternative facility to accept and process the County's Recyclable Materials at the same cost as at the MRF. Any additional costs to the County for acceptance and processing of County's Recyclable Materials at an alternative location due to Sonoco's lack of capacity at the MRF, including but not limited to incremental additional transportation costs, shall be paid or reimbursed by Sonoco.

7.2 County. The County represents and warrants as follows:

- 7.2.1 This Agreement has been duly executed and delivered by the County and constitutes a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms.
- 7.2.2 The County has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The County has taken all action necessary to authorize the execution and delivery of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby to be consummated by it.

ARTICLE 8. NOTICES

All notices or other communications to be given hereunder shall be in writing and shall be sent by facsimile, overnight delivery or registered or certified United States mail, return receipt requested, properly addressed as follows:

To Sonoco:
Sonoco Recycling, LLC
1 North 2nd Street
Hartsville, SC
29550
Phone: (843) 383-7000
Facsimile: (843) 339-6612
Attn: President

To the County:

Richland County Government
Office of Procurement & Contracting
2020 Hampton Street, Suite 3064
Columbia, South Carolina 29204
Attn. Director of Procurement

with a copy to:

Haynsworth Sinkler Boyd, P.A.
1201 Main Street, 22nd Floor
Columbia, South Carolina 29201
Attn: William C. Boyd, Esq.
Fax: (803) 540-7878

And a copy to:

Director of Richland County Solid Waste & Recycling
1070 Caughman North Road
Columbia, SC 29203

ARTICLE 9. GENERAL PROVISIONS

- 9.1 Non-discrimination.** Sonoco shall not discriminate against any individuals based upon age, sex, race, disability, sexual orientation or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

9.2 Indemnification. Sonoco shall indemnify and save the County harmless from and against, and shall reimburse the County for, any and all claims, demands, losses, liability, expenses, or costs, of every kind and nature (including, but not limited to, attorneys' fees and court costs), for damage to or loss of property of any person or entity and for injury to, illness, disease, or death of, any person arising, in whole or in part, out of or in connection with the Sonoco's or its agent's or subcontractor's gross negligence or willful misconduct. Sonoco's liability to the County as set forth in the preceding sentence shall be limited by the extent to which the damage, loss, injury, illness, disease or death is due to any acts or omissions of the County.

9.3 Insurance. Before performing any work under this Agreement, Sonoco shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the County and placed with insurance carriers approved and licensed by the Insurance Department in the State of South Carolina and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the County.

9.3.1 Workers' Compensation. Sonoco will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required by the laws of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements).

9.3.2 South Carolina Contractors must provide evidence of Workers' Compensation insurance which meets the requirements of South Carolina Statutes, Chapter 440 and Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease.

In the event Sonoco has "leased" employees, Sonoco or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

9.3.3 Commercial General Liability. Including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personnel injury with a \$2,000,000 general aggregate limit covering all work performed under this Agreement.

9.3.4 Business Automobile Liability. Sonoco agrees to maintain Business Automobile Liability at a limit of liability not less than \$1 million combined single limit per accident for bodily injury and property damage covering all work performed under this Agreement. Sonoco further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles.

9.3.5 Umbrella Liability. With limits of not less than \$5 million each occurrence covering all work performed under this Agreement.

9.3.6 Required policies are to contain, or be endorsed to contain, the following provisions:

General Liability and Automobile Liability Coverage: The County, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of Sonoco; premises owned, occupied or used by Sonoco. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees or volunteers. To accomplish this objective, the County shall be named as an additional insured under Sonoco's general liability policy. Sonoco's insurance coverage shall be primary insurance in respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be in excess of Sonoco's insurance and shall not be required to contribute.

Any failure to comply with reporting provisions of the Company's policies shall not affect coverage provided to the County, its officials, employees or volunteers.

Workers' Compensation: The Company agrees to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Company for the County.

9.4 **Transfer or Assignment of Agreement.** This Agreement and any permits required for performance of the Agreement, may not be assigned, conveyed, or otherwise disposed of without the written permission of the County, which permission will not be unreasonably withheld. No such assignment shall relieve Sonoco of its liability for any acts or omissions that occurred while Sonoco was performing any of its duties and responsibilities under this Agreement. In the event Sonoco elects to use any subcontractors, this does not relieve Sonoco from any prime responsibility of full and complete satisfactory and acceptable performance under any awarded Agreement. Sonoco's responsibilities with respect to any such subcontract shall include, without limitation, responsibility for said subcontractor's compliance with all applicable federal, state, and local laws, rules and regulations.

9.5 **Controlling Law.** This Agreement sets forth the entire agreement and understanding of the Parties hereto with respect to the subject matter of this Agreement and supersedes all arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of either Party hereto. Except as provided in Section 6.3 this Agreement may not be modified, amended, supplemented, canceled, or discharged, except by written instrument executed by all of the Parties hereto. There are no restrictions, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted the waiver. The provisions of

this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any provision may be invalid or unenforceable in whole or in part. This Agreement is not intended to confer upon any third parties, other than the Parties hereto, any rights or remedies. This Agreement shall be governed by the laws of the State of South Carolina. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

- 9.6 Arm's Length Negotiations.** Each Party hereto expressly represents and warrants to all other Parties hereto that: (a) before executing this Agreement, said Party has fully informed itself of the terms, contents, conditions and effects of this Agreement; (b) said Party has relied solely and completely upon its own judgment in executing this Agreement; (c) said Party has had the opportunity to seek and has obtained the advice of counsel before executing this Agreement; (d) said Party has acted voluntarily and of its own free will in executing this Agreement; (e) said Party is not acting under duress, whether economic or physical, in executing this Agreement; and (f) this Agreement is the result of arm's length negotiations conducted by and among the Parties hereto and their respective counsel.
- 9.7 Construction.** The Parties hereto agree and acknowledge that they have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumptions or burdens of proof shall arise favoring any Party hereto by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. If any Party hereto has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant.
- 9.8 Independent Contractor.** Sonoco is an independent contractor and shall not be deemed the agent of the County for any purpose whatsoever. No Sonoco employee shall hold himself out as an employee of the County, and none shall have power or authority to bind or obligate the County in any manner, except the County shall make payment to Sonoco for services and expenses as herein provided. Sonoco shall be liable for and pay all taxes required by local, state or federal governments, included but not limited to Social Security, worker's compensation, Employment Security and any other taxes and premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of Sonoco or its employees, agents and servants by reason of this Agreement.

- 9.9 Permits and Licenses.** Sonoco shall, without additional expense to the County, be responsible for obtaining and maintaining in force any and all licenses and permits as may be required or necessary in connection with providing the services described herein.
- 9.10 Non-Appropriations.** Any contract entered into by the County shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

ARTICLE 10. TAXES

Sonoco shall pay all applicable sales, consumer, use and other similar taxes required by Federal, State and local law.

ARTICLE 11. FORCE MAJEURE

- 11.1 Force Majeure.** Except for any payment obligation by either Party, if the County or Sonoco is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the County or Sonoco to correct the adverse effect of such event of Force Majeure.
- 11.2 Notification.** In order to be entitled to the benefit of this Section, a Party claiming an event of Force Majeure shall be required to give prompt written notice to the other Party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The Parties agree that, as to this Article, time is of the essence.

ARTICLE 12. MISCELLANEOUS

- 12.1 Succession of Agreement.** This Agreement and the rights and obligation contained herein shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 12.2 Survival.** Any rights either Party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.
- 12.3 Relationship.** Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between Sonoco and County.

- 12.4 Further Assurance.** Sonoco and County agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it in order to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties declare their intention to cooperate with each other in effecting the terms of this Agreement.
- 12.5 Time of the Essence.** For purposes herein, the Parties agree that time shall be of the essence of this Agreement and the representations and warranties made are all material and of the essence of this Agreement.
- 12.6 Captions and Section Headings.** Captions and Section headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.
- 12.7 No Waiver.** No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the Party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
- 12.8 Gender.** All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.
- 12.9 Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action remain in full force and effect.
- 12.10 Schedules and Exhibits.** All schedules or exhibits attached hereto contain additional terms of this Agreement. Typewritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.
- 12.11 Attorney Fees.** In the event of litigation between the Parties regarding this Agreement, each Party shall be responsible for their own attorney's fees and costs.
- 12.12 Third Party Rights.** The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 12.13 Modification.** Any modification to this Agreement must be in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement under their respective signatures the day and year first written above.

WITNESSETH FOR SONOCO RECYCLING: SONOCO RECYCLING LLC

- 1) Angie W. Bogart
- 2) Jim M. Harey

[Signature]

By its: President

Date: 05/13/16

WITNESSETH FOR COUNTY:

- 1) Ashleigh Mj
- 2) Wked B

RICHLAND COUNTY

Tony McDonnell

By its: Administrator

Date: 1 June 2016

Richland County Attorney's Office

[Signature]

Approved As To LEGAL Form Only.

No Opinion Rendered As To Content.

EXHIBIT A. SCOPE OF SERVICE

(A) Materials Acceptance

- (1) Beginning on the Commencement Date, Sonoco shall accept Single Stream and Recyclable Materials delivered by or on behalf of the County to the MRF during the receiving hours.
- (2) Sonoco shall, except as otherwise specifically stated in this Contract, obtain, maintain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform services and duties as required by this Contract, without additional cost to the County. It is Sonoco's responsibility to ensure sufficient capacity is available to accept all Recyclable Materials delivered by or on behalf of the County.
- (3) With the exception of Hazardous Substances as described in Section (C)3 of Exhibit A, title and ownership of all materials passes to Sonoco upon delivery.
- (4) The MRF shall be equipped with adequately-sized legal-for-trade truck scales and computerized recordkeeping systems for weighing and recording all incoming and outgoing delivery vehicles. Sonoco shall have the scales calibrated and inspected on a yearly basis, at a minimum. Sonoco shall ensure that the scales are legally certified by the South Carolina Department of Agriculture at all times.
- (5) Vehicles delivering by or on behalf of the County will off-load Recyclable Materials at the MRF. Sonoco shall weigh all trucks that enter the MRF, perform recordkeeping, and generate reports of incoming materials as required herein or requested by the County. Sonoco may use tare weights. If Sonoco chooses to do so, all tare weights must be recalibrated at least every sixty (60) calendar days and made available to the County on demand. Inbound loads of Recyclable Material delivered by or on behalf of the County shall be weighed, recorded and tabulated separately.
- (6) Sonoco shall have the capacity to accept all Recyclable Materials collected by the County. The operating hours of the MRF shall commence no later than 7 a.m. Monday – Friday and remain open until 5 p.m. each day. The County may require additional hours to complete scheduled drop-offs. The County continues to provide services on most holidays or adjusts schedules as needed to ensure all customers are serviced weekly and Sonoco agrees to work cooperatively with the County to accommodate for these holidays or adjusted schedules.
- (7) Sonoco shall ensure that County's route collection vehicles, on average, wait no longer than twenty minutes to off-load.

(B) Right to Inspect

Sonoco shall have the right to inspect all loads of Recyclable Materials delivered to the MRF by or on behalf of the County.

EXHIBIT A. SCOPE OF SERVICE CONTINUED

(C) Materials Rejection

- (1) Sonoco shall not reject any load of Recyclable Materials delivered to the MRF by or on behalf of the County, except as described herein.
- (2) If Sonoco determines a load of Recyclable Materials contains an excessive amount of Rejects, Sonoco shall immediately inform the County of the delivery location, vehicle number, date, time, and estimated quantity and type of Rejects of such load including digital pictures. The County will work to reduce the quantity of Rejects in the future.
- (3) If Sonoco determines a load of Recyclable Materials contains more than 20% by weight of glass or Rejects or 35% by weight of Rejects, non-designated materials and glass combined then Sonoco shall notify the County and provide digital pictures. The County will have the option to pay for Sonoco to dispose of the rejected load in a landfill or pay a processing charge defined by Sonoco based on the expected costs to process the load in the MRF.
- (4) If Sonoco suspects that any Hazardous Waste is contained within a load of Recyclable Materials delivered to the MRF by or on behalf of the County, Sonoco will notify the County immediately. Sonoco shall properly isolate and containerize the materials in accordance with all Applicable Laws. After notification is provided by Sonoco to the County concerning the potential presence of Hazardous Substances, it is the responsibility of the County to remove the materials and potential Hazardous Substances from Sonoco's Facility within twenty-four (24) hours and properly dispose of the materials and potential Hazardous Substances as required by Applicable Laws.

(D) Processing, Transporting and Marketing

Sonoco shall bear all costs associated with processing, transporting and marketing of Recovered Materials delivered by the County. Sonoco shall not dispose of (i.e. destroy or incinerate) Recyclable Materials without written approval by the County. Sonoco shall certify, if questioned, that all Recyclable Materials delivered by the County are recycled. Sonoco shall disclose to the County if asked, the intended secondary markets for Recyclable Materials. Any recovered materials delivered to Sonoco under this contract shall be managed consistent with the provisions of Exhibit B.

(E) Disposal

Sonoco is responsible for all costs of transporting and disposing of only non-Recyclable Materials, including Rejects and Residue, generated at the MRF.

(F) Composition Study

- (1) The County or Sonoco may request Composition Studies if both parties agree that substantial contamination is found in the Recyclable Materials or if the County makes substantive changes to its recycling program that would alter the composition of the Recyclable Materials.
 - (2) The results of each Composition Study will be used to adjust the composition percentages utilized to calculate the WAP starting on the month following issuance of the study findings and continuing until another study is conducted. If the County's composition percentages are substantially similar to the total MRF output, upon mutual agreement, both Parties can agree at any time to utilize the composition associated with the total output of the MRF, which is updated quarterly. Similarly either Party can request, as noted above, a Composition Study be performed should they no longer believe that the County's composition percentages are substantially similar to the total MRF output.
 - (3) Both Parties shall pay fifty percent (50%) of the cost of each Composition Study which shall not exceed \$3,000 (i.e. \$1,500 for each Party). Sonoco will provide to the County a breakdown of the cost for each Composition Study performed.
- (G) Educational Assistance – Sonoco will also provide the County with the following educational assistance to increase recycling participation rates of County residents and the amount of recyclables collected:
- (1) Outline of acceptable Recyclable Materials to support the education of County residents with respect to materials that can be recycled and in turn minimize contamination of Recyclable Materials.
 - (2) Provide access to the education center at the MRF for groups (i.e. students, church groups, etc.) in order to demonstrate the processes used at the MRF for processing Recyclable Materials.
 - (3) Coordinate with the County for various community events to share the details of and promote the County's recycling program.
 - (4) Collaborate with the County to identify sources of contamination in Recyclable Materials for focused communication with the relevant residents.

EXHIBIT B. PAYMENTS FOR RECYCLABLE MATERIALS

Revenue/Charge for Recyclable Materials

Sonoco shall determine the revenue or charge for the County monthly for each Ton of inbound Recyclable Materials delivered to the MRF. The payment per Ton shall be calculated as described below. A sample calculation is provided in Exhibit C.

- (1) Each month, Sonoco shall calculate the Weighted Average Price (WAP) of the County’s Recyclable Materials, and provide this to the County, defined as the sum of the Southeast USA regional commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made in PPI Pulp & Paper Week for fiber commodities and the Atlanta (Southeast) regional commodity prices posted the second week of the month for which payment is being made on RecyclingMarkets.net for non-fiber commodities multiplied by the Composition Study as defined in Exhibit A, Section (F). If at any time during the term of the Agreement either PPI Pulp & Paper Week or RecyclingMarkets.net no longer posts, otherwise provides the applicable market indices, or either Party demonstrates that the market indices do not reflect current market conditions, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information.

- (2) Sonoco shall pay or charge the County for each Ton of Recyclable Materials delivered to the MRF based on the WAP of the County’s Recyclable Materials as described in (1) above and determined as follows:

Weighted Average Price	Recycled Materials Pricing
WAP ≤ \$60/ton	Charge = \$10/ton <u>plus</u> the difference between \$60 and the WAP
\$60/ton < WAP ≤ \$80/ton	Charge = 50% of the difference between \$80 and the WAP
\$80/ton < WAP ≤ \$100/ton	No Rebate/No Charge
\$100/ton < WAP ≤ \$140/ton	Rebate = 50% of the difference between the WAP and \$100
WAP > \$140/ton	Rebate = \$20/ton <u>plus</u> 80% of the difference between the WAP and \$140

EXHIBIT C. CALCULATION OF RECYCLING REVENUE

Sonoco shall pay or charge the County for each Ton of inbound Recyclable Materials delivered to the MRF. The payment per ton shall be calculated as described below. An example of this calculation, based on the January 2016 index, is provided.

As of January 2016, Sonoco is shipping glass at no charge/no revenue so will revert to the RecyclingMarkets.net index for glass when this is no longer the case or another suitable index as referenced in Exhibit B (1). Both Parties agree to review the economic impact of glass at any time and upon mutual agreement can modify the definition of Recyclable Materials.

Similarly, the full cost for Sonoco to dispose of Residue is \$50 per ton, as detailed below, and will be revised at a minimum each Contract Year.

Residue Disposal Cost Elements

- \$17.28/ton handling/hauling costs
- \$33.89/ton tip fee

The total was rounded down to \$50 for the purpose of calculating the WAP.

EXAMPLE Weighted Average Price (WAP) of the County's Recyclable Materials

Material	Index Description	Material %	Index Value (Jan 2016)	Market Value (\$/Ton)	WAP (\$/Ton)
Mixed paper	PS 2 baled, F.O.B. seller's dock	8.63%	45	\$45.00	\$3.89
Newspaper	PS 8 baled, F.O.B. seller's dock	36.70%	55	\$55.00	\$20.19
OCC	PS 11 baled, F.O.B. seller's dock	17.73%	80	\$80.00	\$14.19
Aluminum cans	Cents/lb., baled & picked up	0.87%	80	\$1,600.00	\$9.97
Steel cans	\$/Ton, baled & picked up	1.43%	45	\$45.00	\$0.65
PET	Cents/lb., baled & picked up	6.03%	7.75	\$155.00	\$9.35
Natural HDPE	Cents/lb., baled & picked up	1.00%	26	\$520.00	\$5.20
Colored HDPE	Cents/lb., baled & picked up	2.80%	18.5	\$370.00	\$10.36
Glass (3 Mix)	\$/Ton, delivered	14.60%	-17.50	\$0.00 ¹	\$0.00
Contamination	N/A	10.20%	-	(\$50.00)	(\$5.10)
		100%			\$68.68

¹As noted above, Sonoco is not, as of January 2016, having to pay for glass to be recycled as suggested by the index value. When this is no longer the case then the market value will revert to the RecyclingMarkets.net index or another suitable index as referenced in Exhibit B (1).

JANUARY 2016 CHARGE FOR RECYCABLE MATERIALS = 50% of (\$80 - \$68.68) = \$5.66/ton.



September 17, 2020

Richland County Solid Waste & Recycling
Art Braswell – General Manager
1070 Caughman Rd. N.
Columbia, SC 29203

Dear Art:

On behalf of Sonoco Recycling, I would like to thank the Richland County for your continued business over the years. As a follow up to our conversations, below we have the requested.

As I know you are aware, the recycling industry has experienced consolidations, market fluctuations, government legislation, National Sword and many other obstacles over the last 10 years. In July of 2017, the Chinese government notified the World Trade Organization (WTO) of its intent to ban the import of certain scrap materials by year-end. Since that time more details have emerged with Mixed Paper, one of the largest commodities by weight included in single stream recycling, being one of the recycled materials restricted by the Chinese government. In addition, the quality specifications have been revised and are much stricter than those used in the United States and the rest of the world thereby significantly limiting what can be imported into China. Considering that anywhere from one third to one half for Corrugated (OCC) and Mixed Paper respectively has been exported out of the United States, this has disrupted the global markets for these commodities.

Single stream recycling has become the standard for most residential programs based on convenience but requires the recycling industry to separate the various commodities in order for them to be used as raw materials. This is not a perfect process and while the technology has improved, the process still relies heavily on people to manually sort the material. The immediate response to the Chinese quality standards by Sonoco Recycling, and the industry, has been to slow down the process and to increase where possible the number of sorters. There are some longer-term options, but these require additional capital investments. In either case this increases the cost to separate the commodities from any single stream recycling program.

As processors, we must adapt to these changes and continue to inform our partners of the changes. Our current contract with the Richland County expires on March 31st,

2021, and we would like to begin to renegotiate in good faith for an extension, per Article 2.3.

We are proposing the following changes for your review:

1. For period of 4-1-21 through 3-31-22, WAP (Weighted Average Price) formula to be revised as below:
 - a. If the WAP is less than baseline of \$95.00 per ton, Sonoco will charge the Richland County the difference between \$95.00 and the WAP.
 - b. Example, if the WAP is \$30.00 per ton. $\$95.00 - \$30.00 = \$65.00$ per ton charge to the Richland County.
 - c. If the WAP is greater than baseline of \$95.00 per ton, Sonoco will share 40% of the revenues with the Richland County.
 - d. Example, if the WAP is \$110.00 per ton. $\$110.00 - \$95.00 = \$15.00 * 40\% = \6.00 per ton payment to Richland County.
2. For period of 4-1-22 through 3-31-23, baseline will be adjusted from \$95.00 to \$100.00.
3. For period of 4-1-23 through 3-31-24, baseline will be adjusted from \$100.00 to \$105.00.
4. For period of 4-1-24 through 3-31-25, baseline will be adjusted from \$105.00 to \$110.00.
5. For period of 4-1-25 through 3-31-26, baseline will be adjusted from \$110.00 to \$115.00.
6. If Sonoco Recycling experiences an extraordinary change in costs or benefits hereunder such as, for example, the imposition of a surcharge by a supplier to Contractor, or an increase in Contractor's fuel, processing, labor, other costs, or changes in market prices for materials supplied hereunder, or an extraordinary reduction in the tons received by Sonoco Recycling, Sonoco Recycling and the Richland County will discuss an appropriate price adjustment. If Sonoco Recycling and the Richland County do not, each acting in good faith, agree to an adjustment within ten (10) days of Sonoco Recycling's written request with supporting documentation, Sonoco Recycling may terminate this agreement after thirty (30) additional days with written notice to Richland County.

I have attached a draft Contract Amendment for your review but feel free to create your own or we can work together to create what works best for Richland County.

Please contact me with any questions or concerns.

Sincerely,

Carol James-Gilchrist
Senior Field Procurement Representative
Sonoco Recycling, LLC
carol.james-gilchrist@sonoco.com

Attachment 2 – Example: Weighted Average Price (WAP) of the County’s Recyclable Materials

Material	Index Description	Material %	Index Value (Jan 2016)	Market Value (\$/Ton)	WAP (\$/Ton)
Mixed paper	PS 2 baled, F.O.B. seller’s dock	8.63%	45	\$45.00	\$3.89
Newspaper	PS 8 baled, F.O.B. seller’s dock	36.70%	55	\$55.00	\$20.19
OCC	PS 11 baled, F.O.B. seller’s dock	17.73%	80	\$80.00	\$14.19
Aluminum cans	Cents/lb., baled & picked up	0.87%	80	\$1,600.00	\$9.97
Steel cans	\$/Ton, baled & picked up	1.43%	45	\$45.00	\$0.65
PET	Cents/lb., baled & picked up	6.03%	7.75	\$155.00	\$9.35
Natural HDPE	Cents/lb., baled & picked up	1.00%	26	\$520.00	\$5.20
Colored HDPE	Cents/lb., baled & picked up	2.80%	18.5	\$370.00	\$10.36
Glass (3 Mix)	\$/Ton, delivered	14.60%	-17.5	\$0.00	\$0.00
Contamination	N/A	10.20%	-	(\$50.00)	(\$5.10)
		100%			\$68.68

CHARGE FOR RECYCLABLE MATERIALS = (\$95 - \$68.68) = \$26.32/ton

STATE OF SOUTH CAROLINA
RICHLAND COUNTY

FIRST AMENDMENT TO COMMINGLED RECYCLING SERVICES AGREEMENT CONTRACT BETWEEN THE RICHLAND COUNTY AND SONOCO RECYCLING, LLC FOR PROCESSING AND MARKETING RECYCLABLE MATERIALS

This contract amendment ("AMENDMENT") is made, dated, and entered into as of the first day of April 1, 2021, between SONOCO RECYCLING, LLC ("Contractor"), a limited liability company organized and existing under the laws of North Carolina, and the Richland County, South Carolina ("City").

Per the terms of ~~our~~ the COMMINGLED RECYCLING SERVICES AGREEMENT ^[EM1] ("AGREEMENT"), made and entered into June 1st, 2016, between Richland County, South Carolina and Sonoco Recycling, LLC, both Parties mutually agree to extend the term of ~~this~~ the Agreement-AGREEMENT to March 31st, 2026, with this First Amendment.

All terms and conditions of the Agreement-AGREEMENT remain in effect and unchanged with the exception of the following changes in ~~to~~ Exhibit B - Payments for Recyclable Materials:

1. Beginning 4-1-21 and continuing through 3-31-22, WAP (Weighted Average Price) formula to be revised as below:
 - a. If the WAP is less than baseline of \$95.00 per ton, Sonoco will charge the Richland County the difference between \$95.00 and the WAP. Example, if the WAP is \$30.00 per ton. $\$95.00 - \$30.00 = \$65.00$ per ton charge to the Richland County.
 - b. If the WAP is greater than baseline of \$95.00 per ton, Sonoco will share 40% of the revenues with the Richland County. Example, if the WAP is \$110.00 per ton. $\$110.00 - \$95.00 = \$15.00 * 40\% = \6.00 per ton payment to Richland County.
2. For period of 4-1-22 through 3-31-23, baseline will be adjusted from \$95.00 to \$100.00.
3. For period of 4-1-23 through 3-31-24, baseline will be adjusted from \$100.00 to \$105.00.
4. For period of 4-1-24 through 3-31-25, baseline will be adjusted from \$105.00 to \$110.00.
5. For period of 4-1-25 through 3-31-26, baseline will be adjusted from \$110.00 to \$115.00.
6. If Sonoco Recycling experiences an extraordinary change in costs or benefits hereunder such as, for example, the imposition of a surcharge by a supplier to Contractor, or an

increase in Contractor's fuel, processing, labor, other costs, or changes in market prices for materials supplied hereunder, or an extraordinary reduction in the tons received by Sonoco Recycling, Sonoco Recycling and the Richland County will discuss an appropriate price adjustment. If Sonoco Recycling and the Richland County do not, each acting in good faith, agree to an adjustment within ten (10) days of Sonoco Recycling's written request with supporting documentation, Sonoco Recycling may terminate this agreement after thirty (30) additional days with written notice to Richland County.

IN WITNESS WHEREOF, the parties have executed and delivered this FIRST AMENDMENT ~~FOR TO~~ COMMINGLED RECYCLING SERVICES AGREEMENT, ~~via this amendment~~ as of the date first set forth above.

SONOCO RECYCLING, LLC

RICHLAND COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Richland County Price Comparison

*Based on Public Information for the Columbia Market MSA

2/10/2021

	2020 Average	Jan / Feb Avg. 2021	With New Contract Pricing	
Supplier A	(60.24)	(71.74)	(71.74)	
Supplier B	(80.97)	(69.09)	(69.09)	
Supplier C	(88.03)	(71.01)	(71.01)	
Average	(76.41)	(70.61)	(70.61)	
Richland County	(47.29)	(28.83)	(42.65)	
Variance to Average	29.12	41.78	27.96	Favorable to Columbia Market Averages

SOUTH CAROLINA

)

A RESOLUTION

)

RICHLAND COUNTY

)

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BETWEEN RICHLAND COUNTY AND PROJECT A; 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 A, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to expand its aluminum processing facility in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of not less than \$2,500,000 in taxable real and personal property and the creation of approximately 22 new, full-time equivalent jobs; and

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

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

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

Section 2. County Council commits to negotiate an 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 that the Project was identified and reflected as of December 2020 and adopting this Resolution permits expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

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

RESOLVED: March 2, 2021

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Michael Niermeier	Title:	Director
Department:	Transportation	Division:	
Date Prepared:	January 13, 2021	Meeting Date:	February 23, 2021
Legal Review	Elizabeth McLean via email	Date:	January 14, 2021
Budget Review	James Hayes via email	Date:	January 22, 2021
Finance Review	Stacey Hamm via email	Date:	January 13, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Transportation Ad Hoc		
Subject:	Resurfacing Package R		

STAFF'S RECOMMENDED ACTION:

Staff requests Council to approve the award of the Resurfacing Package R Project to Palmetto Corp. of Conway in the amount of \$3,390,951.94 and approve a 10% construction contingency of \$339,095.19, for a total budget of \$3,730,047.13.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This funding will come from the \$8,722,022.76 currently available in the Resurfacing Program FY21 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	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Resurfacing Package R Project consists of the resurfacing of 52 roads (18.22 miles) in districts 1, 2, 7, 8, 9, 10, and 11.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The Engineer's Cost Estimate for this project was \$4,906,367.00.

ATTACHMENTS:

1. Recommendation Memo
2. Bid Tabulation
3. Road List

**RICHLAND COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION**

2020 Hampton Street, Suite 3064
Columbia, SC 29201
803-576-2130

Attachment 1



December 17, 2020

To: Allison Steele PE, Asst. Director, Transportation

From: Kathy Coleman, Contract Specialist

Subject: Resurfacing Package R/RC-389-IFB-2021

CC: Jennifer Wladischkin, Procurement Manager

Michael Niermeier, Transportation Director

The Resurfacing Package R Project (RC-389-IFB-2021) bid opening was on December 16, 2020 @ 3:00 PM. The Richland County Procurement and Contracting Office has reviewed four (4) submitted bids for Resurfacing Package R, submitted via Bonfire and found no discrepancies. The bids received were as follows:

Palmetto Corp of Conway	\$3,390,951.94
CR Jackson Inc.	\$3,522,601.34
Lynches River Contracting	\$4,147,823.68
Sloan Construction	\$3,585,673.00

Attached is the final bid tab sheet for your reference, which indicates Palmetto Corp of Conway. bid to be 31% below the Engineer's estimate of \$4,906,367.43 for the project.

I recommend that a contract be awarded to the lowest responsive and responsible bidder, Palmetto Corp of Conway.

Sincerely,

Kathy S. Coleman
Kathy S. Coleman



RC-389-IFB-2021 Bid Tab			C.R. Jackson, Inc.	Lynches River Cont	Palmetto Corp of Conway	Sloan Construction
		Total Cost	\$3,522,601.34	\$4,147,823.68	\$3,390,951.94	\$3,585,673.00

RESURFACING PACKAGE R

Name	District(s)	Name	District(s)
1. Ashleys Place	11	27. Muirfield Court W	09
2. Averill Lane	01	28. Northpoint Blvd	02
3. Bedford Way	11	29. Oak Knoll Drive	02
4. Belk Court	02	30. Olde Springs Rd.	07
5. Bent Oak Court	07	31. Osbourne Lane	01
6. Berkeley Forest Court	11	32. Padgett Woods Blvd	11
7. Berkeley Forest Drive	11	33. Pear Tree Circle	11
8. Bombing Range Rd	01	34. Prince Charles Lane	11
9. Briercliff Dr	09	35. Radcot Court	08
10. Bucktail Way	01	36. Ragsdale Drive	11
11. Candlewood Drive	11	37. Raintree Court	11
12. Cardington Drive	11	38. Raintree Lane	11
13. Carolina Pines Drive	02	39. Ramblewood Drive	11
14. Columbia Club Dr E	09	40. Redington Way	01
15. Exton Shore Drive	11	41. Regents Court	11
16. Flowerwood Drive	11	42. Salusbury Lane	08
17. Garner Lane	01	43. Staffwood Court	01
18. Greys Court	11	44. Staffwood Drive	01
19. Harper Park Road	02	45. S. Royal Tower Dr	01
20. Jadetree Court	11	46. Stonemeade Drive	01
21. Jadetree Drive	08	47. Ventura Court	08
22. Kildare Drive	11	48. W. Royal Tower Dr	01
23. Kip Court	02	49. Winding Creek Lane	08
24. Little Hamilton Road	11	50. Woodlands West	09
25. Longtown Road w	07, 09	51. Wycliff Court	01
26. Mountainbrook Drive	11	52. Rosewood Dr.	10



Agenda Briefing

Prepared by:	Michael Niermeier	Title:	Director
Department:	Transportation	Division:	
Date Prepared:	January 20, 2021	Meeting Date:	February 23, 2021
Legal Review	Elizabeth McLean via email	Date:	February 04, 2021
Budget Review	James Hayes via email	Date:	February 03, 2021
Finance Review	Stacey Hamm via email	Date:	February 03, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Transportation Ad Hoc		
Subject:	Garners Ferry Rd\Harmon Rd Intersection Project		

STAFF’S RECOMMENDED ACTION:

Staff requests Council approve moving forward with the original, pre-descope intersection design for Garners Ferry Rd\Harmon Rd Intersection Project found on page 20 of Attachment 1 and illustrated in Attachment 2.

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:

This funding for design and permit completion will come from the \$95,262.41 in the current Garners Ferry Rd.\Harmon Rd. Intersection budget. This amount is the remainder of the On-Call Engineering Team’s (OET) original design contract and will not need to be increased to cover additional design services that may have arisen if the project was descoped. This Project’s construction budget currently has \$987,935.30 available for construction services which will allow the Project to be advertised and construction to be started before the end of the fiscal year. The remainder of the construction costs will be requested in the FY22 budget.

For Budget Use: JL 13320206

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	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

In an effort to bring the Penny Program’s projected costs back into the original, approved referendum amounts, staff re-evaluated all projects in the Widening, Intersections, Special and Neighborhood Improvement Project (NIPs) categories that had not yet gone to construction.

The projects were broken up into Under-Referendum costs and Over-Referendum costs. The projects were then evaluated equally to determine if their proposed designs addressed current safety issues, traffic capacity\flow issues and economic development. This criteria is shown on page 1 of Attachment 1. Design elements that did not significantly address this criteria, that included items that were not part of the referendum, or that were not desired by the communities were recommended to be removed from the project.

This descoping plan was presented and approved by Council on May 5, 2020. During this meeting Council also discussed the possibility of analyzing these projects and their funding as they get further along in design to determine whether or not they could be made whole or restored back to their pre-descoping design.

The recommended descope for the Garners Ferry Rd\Harmon Rd. Intersection was to proceed with a more detailed traffic study to determine if there were better solutions that could address all Level Of Service (LOS) issues at the intersection. The original design only projected bringing the LOS F up to a LOS E on the southbound traffic of Harmon Rd. (See page 30 of Attachment 1 for LOS reference). The original design also only included improvements on the north side of this intersection based on the amount of funding provided for the project.

On January 19th, 2020, staff met with the OET to discuss this project and its current traffic study in depth. The solution to improving the LOS for southbound Harmon Rd. traffic would be to expand the intersection even more to provide two travel lanes straight across Garners Ferry Rd. This would also require additional ROW acquisition and widening on the southside of this intersection which would likely double the cost of the project. It was agreed by staff and the OET that the original design remains the best option that could be immediately implemented to address the majority of the traffic issues while still remaining within the approved referendum amount.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The original project cost estimate of \$1,583,877 for the Garners Ferry Rd\Harmon Rd Intersection Project fell within the approved referendum amount of \$2,600,000. Staff recommends that restoring this project to its original scope design is the best path forward.

ATTACHMENTS:

1. Att-1: Descoping Plan Approved By Council
2. Att-2: Garners Ferry Rd/Harmon Rd Intersection

Transportation Project Summary

General

Since the implementation of the Penny Tax, the program has experienced a significant amount of cost increases. These increases throughout the last several years are primarily due to the increase in the cost of construction and materials, project overdesigns and also the cost of utility relocations that were not originally included in the Parsons Brinckerhoff study (the study that was the basis for the project list and project costs included in the referendum).

To date, some of the projects whose construction is already complete had costs that were less than their referendum amounts. These remaining funds can be applied to other projects.

In order to bring the program back into the total program budget, all projects that are not currently under construction were re-evaluated to determine a path forward. The two options available to best achieve this goal are:

1. Evaluate the remaining projects in order to de-scope them based on the following criteria:
 - a. Addressing and improving safety issues (based on crash data analysis)
 - b. Addressing and improving traffic capacity\flow issues (traffic study data)
 - c. Economic development
2. Complete projects in each category based on their rank. This will require that some projects not be completed.

Safety

Currently safety on their roadway system is one of the top goals for the South Carolina Department of Transportation (SCDOT). This is due to South Carolina roadways having such a high fatality rate, including drivers, motorcyclists, and pedestrians. See **Table 1** below for Richland County fatalities from January 1 through December 8 over the last several years. Addressing safety issues should be a top priority for Richland County as well.

Table 1 – Richland County Fatality Data (SC Dept. of Public Safety)

2019	2018	2017	2016
46	48	48	62

The following roadways near the proposed project locations had fatalities occurring during their crash data analysis timeframes: Atlas Rd. between Shop Rd and Garners Ferry (1), Broad River Rd. (1), Shop Rd. (2), and Decker Blvd. (1).

Also for the projects where crash data was provided, all had crashes during the analysis timeframe that had injuries as the result of the crashes.

Recommendation

The Transportation Department recommends proceeding with option 1. This will allow at least some portion of every project voted in by Richland County citizens to be completed. It is recommended to evaluate and address any safety issues with each project first. If a project does not have a specific safety issue, it is then recommended to apply the second criteria and address traffic capacity\flow issues. Finally, if a project does not specifically address safety or capacity\flow issues, it will be evaluated to determine any economic development benefits which only applies to three projects.

The remaining projects not under construction have been broken up into two groups: Under Referendum Amount and Over Referendum amount. The above mentioned process has been applied to each group, with the following exceptions:

1. Sidewalks – Council has already approved completing the first 50 out of 56 projects
2. Dirt Road Paving Program – The number of roads completed will automatically be capped at the referendum amount
3. Resurfacing Program - The number of roads completed will automatically be capped at the referendum amount
4. Greenways – Council has already approved changes to the Greenway to stay within the referendum amount
5. Bikeways - The number of bikeways completed will automatically be capped at the referendum amount

See **Table 2** for a list of completed construction projects, their referendum amounts, their original cost estimates, and their final costs.

See **Tables 3.A and 3.B** for a list of remaining projects not under construction, their referendum amounts, their revised cost estimates based on descopes, and their projected cost savings.

Tables 4.A-D show how many projects can be completed if no projects are descoped. The projects in each category are listed in ranked order.

Table 2 – Completed Projects

Project	District	Referendum	Original Estimate	Final Cost
Bluff Widening Ph. 1	10	\$11,400,000 *	\$9,598,720	\$9,724,498
Clemson\Rhame Int.	8, 9	\$3,500,000	\$4,096,203	\$3,852,225
Broad River\Rushmore	2	\$3,700,000	\$1,213,739	\$1,196,893
Farrow\Pisgah Church	7	\$3,600,000	\$2,243,860	\$2,068,722
N. Springs\Risdon	8, 9	\$1,800,000	1,936,802	\$1,883,943
Summit\Summit Ridge	8, 9	\$500,000	\$1,425,120	\$1,407,819
Kennerly\Coogler	1	\$1,900,000	\$2,736,144	\$2,598,629
Wilson\Pisgah Church **	7	\$3,600,000	\$0	\$405
Wilson\Killian ***	7	\$2,600,000	\$0	\$405
Zoo Ped. Bridge	5	\$4,000,000	\$3,345,525	\$3,345,525
Innovista Ph. 1	5	\$17,897,970	\$18,119,764	\$17,897,970
Shop Ext. Ph. 1	10	\$35,163,888	\$35,163,888	\$32,446,866
Lincoln Tunnel	4, 5	\$892,739	\$1,496,947	\$1,512,061
Ped. Improvements	3-10	\$2,836,080	\$1,136,080	\$802,664
TOTAL		\$93,390,677	\$82,512,792	\$78,738,625

* Amount from original referendum amount plus \$1.8M from outside funding

**Wilson\Pisgah Church Rd. Intersection was completed by SCDOT.

*** Wilson\Killian Intersection was completed by SCDOT.

There is approximately \$14,652,052 remaining from these completed projects.

Table 3.A – Remaining Projects Over Referendum And Not Under Construction

Project	District	Referendum	Original Estimate	Descope Estimate
Atlas Widening	10,11	\$17,600,000	\$45,308,464	\$36,300,000
Bluff Ph. 2	10	\$8,800,000 *	\$40,341,854	\$3,500,000
Blythewood Widening	2	\$8,000,000	\$13,208,127	\$13,208,127
Broad River Widening	1	\$29,000,000	\$39,663,756	\$30,000,000
Lower Richland Widen.	11	\$6,100,000	\$6,708,092	\$5,000,000
Polo Widening\Bike	8-10	\$13,875,853	\$15,865,241	\$10,600,000
Shop Widening	10	\$33,100,000	\$46,461,612	\$32,000,000
Spears Creek Church	9,10	\$26,600,000	\$49,492,027	\$20,000,000
Pineview Rd.	10,11	\$18,200,000	\$39,927,057	\$8,000,000
Bull\Elmwood Inter.	4	\$2,000,000	\$3,798,911	\$3,798,911
Clemson\Sparkleberry	9,10	\$5,100,000	\$12,780,946	\$12,500,000
Screaming Eagle\Perc.	9,10	\$1,000,000	\$3,105,147	\$1,600,000
TOTAL		\$169,375,853	\$316,661,234	\$176,507,038

* Amount leftover from combined phases 1 and 2 referendum amount

Table 3.B – Remaining Projects Under Referendum And Not Under Construction

<u>Project</u>	<u>District</u>	<u>Referendum</u>	<u>Original Estimate</u>	<u>Descope Estimate</u>
Blythewood Area Impr.	2	\$21,000,000	\$13,000,000	\$13,000,000
Leesburg Widening	10,11	\$4,000,000	\$4,000,000	\$4,000,000
I-20 Interchange	2,4,5	\$52,500,000	\$52,500,000	\$52,500,000
Garners Ferry\Harmon	11	\$2,600,000	\$1,583,878	\$50,000
Shop Ext. Ph. 2	10,11	\$42,300,000 *	\$40,112,788	\$27,000,000
Innovista Ph. 3	5	\$5,700,000 *	\$23,907,450	\$0
Kelly Mill Rd.	2,9	\$4,500,000	\$4,500,000	\$4,500,000
Commerce Dr.	5,10	\$5,000,000	\$5,000,000	\$5,000,000
Broad River Corridor	2,4,5	\$20,435,500	\$21,818,057	\$14,200,000
Crane Creek NIP	4,7	\$14,385,000	\$14,385,000	\$8,000,000
Decker\Woodfield NIP	3,8,10	\$12,343,000	\$13,156,741	\$8,000,000
Trenholm NIP	3	\$5,390,658	\$5,390,658	\$4,900,000
Bikeways	2-11	\$22,008,773	\$22,008,773	\$22,008,773
TOTAL		\$212,162,931	\$221,363,345	\$163,158,773

* Amounts left over from original referendum amounts after earlier phases were completed.

Total Referendum Amounts	-	\$381,538,784	(Excludes projects under construction)
Total Original Estimates	-	\$538,024,579	
Total Descope Estimates	-	\$339,665,811	

If descope recommendations are approved, the new estimates will be \$41,872,973 under the referendum amount. Adding this to the approximately \$14,652,052 leftover from completed projects, there is estimated to be roughly \$56,525,025 remaining. Options to use this funding are 1) as a reserve for any needed contingencies if the descope estimates need to be adjusted, 2) put towards completing more Dirt Road Paving or Resurfacing projects, or 3) put towards completing additional sidewalk projects.

However, as shown in the projects highlighted in red in **Tables 3.A-D**, to proceed down the ranked list and complete the projects with their original scopes, four widening projects and one intersection project will not be constructed.

Table 4.A – Remaining Widening Projects Without Descopes

Category	Project	Referendum	Original Estimate
Widening	Leesburg Rd.	\$4,000,000	\$4,000,000
Widening	Lower Richland Blvd.	\$6,100,000	\$8,738,400
Widening	Bluff Area Impr.	\$16,700,000	\$40,341,854
Widening	Polo Rd.	\$12,800,000	\$15,865,241
Widening	Pineview Rd.	\$18,200,000	\$39,927,056
Widening	Shop Rd.	\$33,100,000	\$44,011,687
Widening	Atlas Rd.	\$17,600,000	\$44,797,948
Widening	Blythewood Rd.	\$8,000,000	\$14,713,963
Widening	Broad River Rd.	\$29,000,000	\$39,663,756
Widening	Spears Creek Church	\$26,600,000	\$49,492,027
TOTAL		\$172,100,000	\$301,551,932

Table 4.B – Remaining Intersection Projects Without Descopes

Category	Project	Referendum	Original Estimate
Intersection	Garners Ferry\Harmon	\$2,600,000	\$1,583,878
Intersection	Clemson\Sparkleberry	\$5,100,000	\$12,780,946
Intersection	Bull\Elmwood	\$2,000,000	\$3,798,811
Intersection	Screaming Eagle\Perc.	\$1,000,000	\$3,107,149
TOTAL		\$10,700,000	\$21,270,784

Table 4.C – Remaining Special\NIP Projects Without Descopes

Category	Project	Referendum	Original Estimate
Special	Shop Ext. Ph. 2	\$42,300,000	\$40,112,788
Special	Kelly Mill Rd.	\$4,500,000	\$4,500,000
Special	Innovista Ph. 3	\$5,700,000	\$23,907,450
Special\NIP	Broad River Corridor	\$20,435,500	\$14,200,000 *
Special\NIP	Crane Creek	\$14,385,000	\$8,000,000 *
Special\NIP	Decker\Woodfield	\$12,343,000	\$8,000,000 *
Special\NIP	Trenholm	\$5,390,658	\$4,900,000 *
Special	Commerce Dr.	\$5,000,000	\$5,000,000
TOTAL		\$110,054,158	\$108,620,238

* NIP project estimates are listed as the revised estimates after the removal of landscaped medians, lighting, mast arms, and undergrounding of utilities.

Table 4.D – Remaining Other Projects Without Descopes

Category	Project	Referendum	Original Estimate
Interchange	I-20\Broad River	\$52,500,000	\$52,500,000
Bikeways	Bikeways	\$22,008,773	\$22,008,773

ATLAS RD. WIDENING

Original Project Scope

- The project scope for Atlas Road is to widen the two lane roadway to alleviate existing and projected traffic for this travel way. Proposed improvements include widening the road to three lanes between Bluff Road and Shop Road and widening to five lanes between Shop Road and Garners Ferry Road. Additional improvements include two four-foot wide bike lanes and two five-foot wide sidewalks.

Referendum Funding - \$17,600,000.00

Current Cost Estimate - \$45,308,464.22

Traffic Analysis and Results

- The traffic analysis report showed that widening the road from two to three lanes between Bluff Road and Shop Road had minimal improvements to the 2040 Level of Service (LOS) for this section of Atlas Road. Both the “build” and “no-build” alternatives provided the same LOS.
- However, the report did show a significant improvement to Atlas Road between Shop Road and Garners Ferry Road in 2040 based on widening the road to five lanes of travel. The Level of Service improves from a D in the “no-build” scenario to an A in the “build” scenario.
- Crash Data between 1/1/12 and 7/14/15 (3.6 years) most crashes were rear-end collisions
 - **Intersections:** Atlas\Bluff – 5 Atlas\Garners Ferry – 107 Atlas\Shop – 50
 - **Road Sections:** Shop to Garners Ferry – 74 Bluff to Shop – 18
 - 1 fatality

Public Input Results

- While the public was mostly supportive of the proposed improvements, Bible Way Church representatives expressed concerns with pedestrian traffic access to church buildings located on both sides of Atlas Road. Several comments were in opposition of the widening, and several requested a traffic signal at the intersection of Atlas and Richard St.
- Other frequent comments were related to right-of-way acquisition.

Right-Of-Way

- ROW Obtained To Date – 110 parcels, 7 permissions, 8 condemnations (22 condemnations are outstanding)
- Expended To Date - \$2,977,978.96

Possible Design Modifications to Lower Cost

- Option #1- Proceed with widening Atlas Road between Shop Road and Garners Ferry Road while including pedestrian improvements between Bluff Road and Shop Road.
New Approx. Estimate: \$36.3M (Approx. Savings \$9M)
Note: This is the only option that addresses capacity issues and addresses the greater amount of crashes (safety).
- Option #2- Proceed with widening Atlas Road between Bluff Road and Shop Road while removing the section between Shop Road and Garners Ferry Road **New Approx. Estimate: \$22.2M (Approx. Savings \$23.1M)**
Note: This option could be implemented in Penny 2.0
- Option #3- No road widening improvements but install sidewalks and bike lanes along full length of road
New Approx. Estimate: \$14M (Approx. Savings \$31.3M)

BLUFF ROAD PHASE 2 IMPROVEMENTS

Original Project Scope

- The original project scope for the Bluff Road Phase 2 Improvements project was to widen Bluff Road to five lanes with bicycle and pedestrian accommodations. On June 05, 2018, Richland County Council approved to revise the project scope to only include constructing shared use paths on both sides of Bluff Road with asphalt resurfacing from National Guard Road/Berea Road to South Beltline Blvd. A second and third reading was not found. The project length is 2.00 miles.

Referendum Funding - \$16.7M for Phases 1 and 2

- Bluff Road Phase 1 (Rosewood Avenue to National Guard Rd) had \$9.6M allocated for it, with additional outside funding in the amount \$1.8M. The final cost to complete Bluff Ph. 1 was \$9,724,498. Therefore, \$8.8M is the remaining allotment for Bluff Road Phase 2.

Current Cost Estimate: \$40,341,854.39

Traffic Analysis and Results

- The traffic analysis was conducted at the intersections along the length of this project. Providing turning lanes for these intersections would improve the LOS at each. The intersection of Bluff Road and Bluff Industrial Blvd meets several signalization warrants.
- Crash Data between 1/1/11 and 10/31/14 (3.8 years) shows that there have been 327 crashes in this timeframe between Rosewood Dr. to South Beltline Rd., the majority being rear-end collisions. 98 of these crashes were near intersections, with 49 being near the intersection of Bluff Rd. and Bluff Industrial Blvd.

Public Input Results

- A public hearing was held for the original scope of widening the road. The majority of attendees were in favor of bike lanes adjacent to the travel lanes on both sides of the roadway and sidewalks for pedestrians.

Right-Of-Way

- ROW Obtained To Date – 0 Expended To Date - \$4,500.00

Possible Design Modifications to Lower Cost

- Option # 1 - Remove the ten-foot shared use path, only resurface and construct five foot sidewalks with 4' bike lanes, and shorten the ending termini to Southern Dr., which is the last road with residential use. Install traffic signal at Bluff\Bluff Industrial **New Approx. Estimate: \$8M (Approx. Savings \$33.3M)**
- Option # 2 – Because the intersection of Bluff Rd. and Bluff Industrial Blvd. has a significant number of crashes and warrants a traffic signal, install the traffic signal at this location. Remove the sidewalk and bike lanes from the project, perform intersection improvements as needed at the remaining intersections, and then resurface the road. **New Approx. Estimate: \$3.5M (Approx. Savings \$36.8M)**

Note: This area is mostly commercial\industrial so except during football games, it is unclear that there would be much pedestrian\cyclist traffic in this area.

BLYTHEWOOD RD WIDENING

Original Project Scope

- The proposed scope recommends a 5-lane (4 travel lanes with a center turn lane) improvement from I-77 west to Syrup Mill Road. Provisions for bicycle and pedestrian accommodation are proposed through the construction of offset, shared-use paths. This project also includes a double-lane roundabout at the intersection of Community Rd and Blythewood Rd. (as part of Blythewood's Master Plan.) This project has economic development tie-ins with the future Blythewood Industrial Park.

Referendum Funding - \$8,000,000.00 **Current Cost Estimate** - \$13,208,127.44

Traffic Analysis & Results

- The traffic analysis was conducted along this road and at the intersections along the length of this project. Widening this roadway greatly increases the LOS both along the roadway and at these intersections.
- A signal warrant analysis performed at the intersection of Syrup Mill Rd. and Blythewood Rd. was performed. Based on warrant analysis results and field reviews a signal is not recommended at this location.
- Crash Data between 1/1/13 and 12/31/15 (3 years) shows that there were 22 crashes between I-77 southbound ramp and Muller Road with the majority being rear-end collisions.

Public Input Results

- Many citizens support the project with the shared-use paths.
- Many citizens do not support the roundabout.
- Many citizens requested a traffic signal at the intersection of Syrup Mill Rd. and Blythewood Rd.

Right-Of-Way

- ROW Obtained To Date– 15 parcels, 7 condemnations (Pending Approval) Expended To Date - \$484,265.00

Possible Design Modifications to Lower Cost

- The Blythewood Area Improvements project includes 4 projects, ranked in priority by the Town of Blythewood by resolution on January 28, 2019. There will not be enough referendum funding to complete all 4 projects so only the first two projects, chosen by the town, are being moved forward. After completing the first two projects, there will be approximately \$8,000,000 remaining that would not be sufficient to fund either of the last two projects. If this funding were transferred to the Blythewood Rd. Widening project, it would be sufficient to cover the difference in the referendum and cost estimate amounts.

Note: This option was discussed with the Town of Blythewood and is acceptable to them.

BROAD RIVER RD. WIDENING

Original Project Scope

- The project scope for the Broad River Road Widening Project was to widen the roadway to 5 lanes between Royal Tower Drive and Dutch Fork Road in the Irmo community. In addition, the road was to be widened to 3 lanes between Dutch Fork Road and I-26 (Exit 97).
- (2) 4-foot wide bike lanes and (2) 5-foot wide sidewalks are included in the project scope.

Revised Project Scope - Based on traffic volumes, public input, and funding, the PDT recommended to only include the widening from North Royal Tower to Dutch Fork.

Referendum Funding - \$29,000,000.00

Current Cost Estimate: \$39,663,756.37

Traffic Analysis and Results

- The traffic study evaluated 15 intersections along the length of this project along with the intersections of the off/on ramps of I-26. SCDOT plans to widen I-26 in this area, so the off/on ramps would be addressed with their project.
- The 2043 Level of Service in this corridor has been identified as “Adequate” for the proposed improvements while the 2043 “No- Build” evaluation showed that the majority of the intersections would operate at a “F” Level of Service. The recommended proposed improvements from the traffic study are to improve the intersections by increasing turning bays.
- Crash Data between 1/1/13 and 12/31/15 (3 years) shows that there were 161 crashes near these 15 intersections with the majority being rear-end collisions.
- 1 fatality

Public Input Results

- 185 residents attended the December 15, 2016, Public Meeting
- The design alternative supported by the most residents was a 5 lane travel way that included 2 4-foot wide bike lanes and 2 5-foot wide sidewalks
- Residents agreed that removing the 3 lane section between Dutch Fork Road and I-26 was preferred

Right-Of-Way

- ROW Obtained To Date – 0 Expended To Date - \$0

Possible Design Modifications to Lower Cost

- Widen the road to 3 lanes (2 driving lanes and a median) and also provide turning lanes at the intersections that are missing them at this time. This could improve turning movements in and out of the many businesses in the corridor and decrease the number of rear-end collisions.

New Approx. Estimate: \$30M (Approx. Savings \$9.6M)

Note: This option would not improve capacity but would improve safety and would improve flow since left-turning vehicles would be able to pull into the median instead of block the flow of traffic.

- The cost estimate includes approximately \$1,150,000 to relocate a 54” waterline at SCDOT’s request. Staff is currently working with SCDOT to possibly have this requirement removed.

LOWER RICHLAND BOULEVARD WIDENING

Original Project Scope:

The proposed scope recommends a 5-lane section (4 travel lanes and a center turn lane) between Rabbit Run and Garners Ferry Road and will include bicycle and pedestrian accommodations. Bike lanes and a shared use path are also proposed along both sides of Lower Richland Boulevard.

Referendum Funding: \$6,100,000 **Current Cost Estimate:** \$6,708,092

Traffic Analysis And Results

The intersection of Garners Ferry Rd and Lower Richland Blvd will perform at a LOS of E/D (AM/PM peak hours) in 2042 with no-build scenario. The completed project will bring the LOS up to a C.

The intersection of Lower Richland Blvd and Rabbit Run is currently functioning at an LOS of B and will continue to function at this LOS in year 2042 even with the no-build scenario.

Crash Data between 1/1/15 and 6/30/18 (3.5 years) shows that there were 17 reported crashes with rear-end collisions being the most common.

Public Input Results

- Only 5 comments were received from the public meeting held for this project. 2 were supportive of the project, 1 was concerned with drainage, 1 was concerned with the intersection of Lower Richland and 378, and 1 was a complaint not specifically pertaining to this project.

Right-Of-Way

- ROW Obtained To Date – 0 Expended To Date - \$0

Possible Design Modifications To Lower Cost

1. Do not widen the road or perform any intersection work at Rabbit Run. Perform intersection improvements by installing dedicated left-turn lanes at Garners Ferry and install 5' sidewalks on both sides of the road from Rabbit Run to Garners Ferry. **New Approx. Estimate: \$5M (Approx. Savings \$1.7M)**
Note: This option addresses the inadequate LOS and provides pedestrian safety.
2. Instead of building sidewalk on both sides of Lower Richland, limit sidewalk to the east side and limit it to 5' in width. There will be an existing 10' wide share-use path running along the east side of Lower Richland from Rabbit Run approximately 1800 feet south to Lower Richland stadium entrance. (See SERN plans). **New Approx. Estimate: \$6.6M (Approx. Savings \$0.1M)**
3. If sidewalk on west side of road is kept, reduce the proposed width from 8' down to 5'.
New Approx. Estimate: \$6.6M (Approx. Savings \$40,000)

POLO RD. WIDENING

Original Project Scope – Widen Polo Rd. from a 2-lane road to a 3-lane road from Two Notch Rd. to Mallet Hill Rd. and install sidewalks and bikeways from Two Notch Rd. to just south of Mallet Hill Rd.

Referendum Funding: Widening - \$12,800,000 Bikeway – \$1,075,853 **TOTAL:** \$13,875,853

Current Cost Estimate: \$15,865,240.98

Traffic Analysis And Results – The traffic analysis performed mainly looked at the LOS at the intersection of Polo Rd. with Two Notch Rd., Running Fox Rd., Miles Rd., and Mallet Hill Rd.

Because only a median, or third lane is proposed as part of this widening, the LOS of the corridor will not improve because the median will not provide any extra traffic capacity to the overall road.

The proposed median has the potential to improve the LOS at some of the intersections over the next couple of years, but not all intersections. In looking at the 20-year traffic projection, even with the proposed median, most of the intersections will have an LOS of D, E or F.

Crash Data between 1/15 and 9/18 (3.7 years) shows that there were 74 crashes reported with the most common being angle and rear-end collisions.

Public Input Results – After reviewing the public comments received through mail, email and public meeting attendance, 66% of these comments were either neutral or opposed the widening of this road. Only 34% supported the widening of the road.

A few of the neutral\opposed were against the widening but okay with SUPs, bikeways and\or sidewalks.

The biggest concern from the comments are that there will be an increase in traffic and also speeding along Polo Road and that the project will damage the wetlands and cause flooding.

Right-Of-Way

- ROW Obtained To Date – 0 Expended To Date - \$0

Possible Design Modifications To Lower Cost

1. Do not widen the entire road but rather provide intersection improvements (turning lanes) at the locations of the four intersections (Polo Rd. with Two Notch Rd., Running Fox Rd., Miles Rd., and Mallet Hill Rd), and then include bikeways and 5' sidewalks.

New Approx. Estimate: \$10.6 (Approx. savings is \$5.2)

Note: This is the most economical solution to address LOS issues and provide pedestrian\bicyclist safety.

2. Do not widen or complete intersection improvements but do install bikeways and 5' sidewalks.
New Approx. Estimate: \$8.6M (Approx. savings is \$7.2M)

SHOP ROAD WIDENING

Original Project Scope:

The proposed scope recommends a 5-lane (4 travel lanes with a center turn lane) widened roadway with offset, shared use paths along both sides of the road (for bicycle and pedestrian accommodations) on Shop Road from George Rogers Blvd. to Mauney Drive.

Referendum Funding: \$33,100,000 **Current Cost Estimate:** \$46,461,612

Traffic Analysis And Results

- For opening year (2022) and design year (2042) “no-build” conditions, most of the intersections within the project limits function at an adequate Level of Service but some are inadequate.
- The analysis shows that the widening project will significantly improve the Levels of Service once the project is completed; however, a few intersections will still function at an inadequate level and in year 2042 more of the intersections will function at an inadequate level.
- Crash Data between 1/1/11 and 10/31/14 (3.9 years) shows that there were 82 reported crashes with rear-end collisions being the most common.
 - 2 fatalities

Public Input Results

- General support of the project widening and the plans for the addition of bike / pedestrian accommodations.
- Relocations (Residential & Commercial) & R/W issues – many questions relative to the process for relocations and ultimately, compensation.
- Parking / vehicular circulation impacts adjacent to Shop Road (by a few business owners)
- Traffic Signals at Side Roads / Safety –comments relative to adding traffic signals at side roads within Little Camden / Washington Park. The comments received were concerned with safety of crossing the road due to speeding traffic and increased volumes.
- Walcott Drainage - planned improvements to the drainage outfall along Walcott Street; specifically that the outfall needed improvements.

Right-Of-Way

- ROW Obtained To Date – 5 Expended To Date - \$104,265.00

Possible Design Modifications To Lower Cost

1. Remove SUPs and buffers from both sides of the road and install 4’ bike lanes with 5’ sidewalks.
New Approx. Estimate: \$46M (Approx. savings is \$0.6M)
2. Currently, a significant portion of this road is 2 lanes with turning lanes at a few intersections. Option 2 would be uniformly widen the road to a 3-lane (2 travel lanes and one median) and include the bike lanes and sidewalks. The median would allow for and improve turning movements in and out of the various roads and driveways. **New Approx. Estimate: \$32M (Approx. savings is \$14.4M)**
Note: This option would improve the driver safety along the road since most collisions were rear end. This would also set up to widen the road to a 5-lane road in the future.

SPEARS CREEK CHURCH RD. WIDENING

Original Project Scope – Widen Spears Creek Church Rd. from a 2-lane road to a 5-lane road starting at Two Notch Rd. and ending at Percival Rd.

Referendum Funding - \$26,600,000 **Current Cost Estimate** - \$49,492,027.07

Traffic Analysis And Results

- A traffic analysis has not been completed for this project.
- Crash Data between 1/1/15 and 12/31/17 (3 years) shows that there were 129 reported crashes with rear-end collisions being the most common.

Public Input Results – To date, no public meetings have been held. The project never progressed to the point of a public meeting.

Right-Of-Way

- ROW Obtained To Date – 0 Expended To Date - \$0

Possible Design Modifications To Lower Cost

1. The average daily traffic on this road is similar in quantity to other two-lane roads in this vicinity of the County such as Bookman Rd., N. Brickyard Rd., Sparkleberry Ln., and Percival Rd. These other roads are not currently scheduled for widening. Widen the road to a 3-lane in order to provide a median from Two Notch Rd. to Jacobs Mill Pond Rd.

New Approx. Estimate: \$20M (Approx. Savings is \$29.4M)

Note: This option would improve the driver safety along the road since most collisions were rear end. This would also set up to widen the road to a 5-lane road in the future Penny 2.0.

PINEVIEW ROAD IMPROVEMENTS

Original Project Scope - Widen Pineview Rd. to three lanes between Bluff Rd. and Shop Rd., widen Pineview Rd to 5 lanes between Shop Rd. and Garners Ferry Rd., pedestrian\bicycle accommodations, and intersection improvements at Shop Rd. This project has economic development tie-ins to the surrounding industrial areas.

Referendum Funding - \$18,200,000 **Current Cost Estimate** - \$39,927,056.67
(Est. based on PDT's last estimate for full project)

Traffic Analysis And Results

Pineview between Bluff Rd. and Shop Rd.

- Existing conditions is a LOS B both for the current year and year 2041 in the AM. Existing conditions LOS is a C\B (northbound\southbound) in the PM. These LOSs for 2041 are all adequate even if this section of road is not widened. The analysis recommends the third lane in order to remove turning traffic from through lanes.
- Crash Data between 1/1/12 and 2/28/15 (3.2 years) for Pineview between Bluff and Shop shows that there were 7 reported crashes with run-off-road collisions being the most common.

Pineview between Shop Rd. and Garners Ferry Rd.

- Existing conditions is a LOS D\E for AM\PM both for the current year and year 2041. Widening this section to 5 lanes will bring the LOS to A\B in the AM\PM for year 2041.
- Crash Data between 1/1/12 and 2/28/15 (3.2 years) for Pineview between Shop and Garners Ferry shows that there were 54 reported crashes with rear-end collisions being the most common.

Public Input Results

- The majority of the public comments from the first public meeting were against widening Pineview between Bluff and Shop Roads. This widening would eliminate all of the parking for the Pine Bluff Baptist Church; however, the majority of these parking spaces are in the current road ROW. The comments for and against bike lanes\sidewalks were evenly split.
- The majority of the comments received at the second public meeting did not specifically mention the widening but were supportive of bike lanes. There were also several requests to include a traffic light at the intersection of Pineview and American Italian Way.

Right-Of-Way ROW Obtained To Date – 0 Expended To Date - \$0

Possible Design Modifications To Lower Cost

1. According to SCDOT, Pineview between Bluff and Shop was resurfaced in 2015 so it would not need resurfacing at this time. Due to the construction of the Shop Road Extension, it is anticipated that traffic along Pineview between Shop and Garners Ferry will most likely decrease, which would improve the future LOS. This section of road was resurfaced over 10 years ago. Most of the development along this road is light industrial\commercial so pedestrian and bicycle accommodations are not recommended. It is recommended to widen Pineview between Shop and Garners Ferry to a 3 lane, which would improve safety and address rear-end collisions.

New Approx. Estimate: \$8M (Approx. Savings is \$31.9M)

BULL\ELMWOOD INTERSECTION

Original Project Scope – Construct an additional lane on the southside of Elmwood Avenue beginning at Marion Street and ending at the Bull Street Intersection to provide eight lanes and a raised concrete median. The existing southbound right-turn lane from Bull Street to Elmwood Avenue is proposed to be converted to a channelized free-flow movement. Bull Street is proposed to be restriped to add an additional northbound through lane and remove the southbound dedicated right turn onto Calhoun Street. The leg of Elmwood Avenue that is used as the entrance to the old Department of Mental Health Facility will retain the existing lane configurations.

Referendum Funding: \$2,000,000 **Current Cost Estimate:** \$3,798,911.02

Traffic Analysis And Results – The traffic study performed at this intersection was part of an overall study to evaluate traffic related to the BullStreet mixed-use development.

At the time of the traffic analysis in 2016, this intersection functioned at a LOS of D in the AM peak and LOS of F in the PM peak.

Once the development is completed, the intersection is expected to function at LOS of E in the AM and F in the PM. The proposed scope of work will improve these levels back to a D in the AM and a D in the PM.

Crash Data between 2015 and 2017 (3 years) shows that there were 73 reported crashes at this intersection with sideswipe collisions being the most common.

Public Input Results - No public input information was found for this project.

Right-Of-Way

- ROW Obtained To Date – 5 permissions, 3 parcels Expended To Date - \$222,535 (Est.)

Possible Design Modifications To Lower Cost

There does not appear to be another cost-saving option for this project that would address capacity or safety issues.

CLEMSON\SPARKLEBERRY INTERSECTION

Original Project Scope – Improvements to the intersection of Clemson Rd. and Sparkleberry Ln. and surrounding area to increase intersection capacity. The initial design also included 10' SUPs on both sides of the roads leading up to the intersection.

Referendum Funding: \$5,100,000

Current Cost Estimate (Alt. 3): \$15,751,126.37 **Current Cost Estimate (Alt. 4):** \$12,780,946.12

Traffic Analysis And Results – The traffic analysis performed mainly looked at the LOS at the intersection of Clemson Rd. and Sparkleberry Ln., although any improvements made to this intersection will also affect the surrounding intersections. The existing LOS for the AM and PM peak hours is D/E, and the proposed 20-year LOS is F in the AM and the PM.

Based on the traffic analysis, the OET presented three intersection improvement alternates. The first two alternatives offered no real improvement to the capacity of the intersection. The third alternate keeps the 20-year LOS at a C. The cost estimate for this alternative, called a double crossover or diverging intersection, is roughly 3 times the referendum amount.

In 2019 the PDT performed an independent study to evaluate a fourth alternate called a modified quadrant. This alternative will provide a LOS of C\B for the AM\PM peak hour, and it brings the cost estimate of the project down to roughly 2.5 times the referendum amount.

Crash Data between 1/2011 and 12/2014 (4 years) shows that there were 69 reported crashes at this intersection with angle collisions being the most common.

Public Input Results – A public meeting was held in December 2015, and citizens were given the option to vote on Alternates 1, 2, or 3. Out of the 26 comments received, 20 selected alternate 3. A second public meeting was held in April 2018 to review updated plans for alternate 3.

There has not yet been a public meeting to unveil alternate 4 that was completed by the PDT in 2019.

Right-Of-Way

- ROW Obtained To Date – 1 Expended To Date - \$3,229,910.40

Possible Design Modifications To Lower Cost

1. Remove SUPs and/or sidewalks along Sparkleberry Ln. and Sparkleberry Crossing from the design. There are no current sidewalks or SUPs along Sparkleberry in this area to tie any of these new features into. Proceed with the Alternate 4 design. **New Approx. Estimate: \$12.5M (Approx. savings is \$0.2M)**

Note: There does not appear to be another cost-saving option for this project that would address capacity or safety issues.

SCREAMING EAGLE/PERCIVAL INTERSECTION PROJECT

Original Project Scope

The proposed scope recommends realigning Screaming Eagle Road to bring the angle of the intersection closer to a right angle as well as widening Screaming Eagle Road to provide left and right turn lanes, which will improve capacity. Percival Road is also proposed be widened to provide a left turn lane onto Screaming Eagle Road. The project also includes installing a new traffic signal at the intersection.

Referendum Funding: \$1,000,000.00 **Current Cost Estimate:** \$3,105,147.46

Traffic Analysis & Results

The traffic results show that at the time of the study in 2016, 3 out of the 4 legs of this intersection were functioning at a Level of Service A and even if no work is performed at the intersection, these same 3 legs will continue to function at an A in year 2040. In 2016, the 4th leg was functioning at an LOS of D. This leg, is proposed to function at a C if the improvements are made in 2020, and will function at a D in year 2040.

Crash Data between 1/2013 and 3/31/16 (3.2 years) shows that there were 5 reported crashes at this intersection with run-off-road being the most common.

Public Input Result: No public meetings held for this intersection

Right-Of-Way

- ROW Obtained To Date – 2 parcels, 4 permissions Expended To Date - \$22,525.00

Possible Design Modifications to Lower Cost

1. Instead of shifting this intersection and providing turning lanes in all directions, leave it in its current location and improve the current intersection by adding a turning lane to address the LOS at the 4th leg, which is the only one with capacity issues. Install the traffic signal as planned.

New Approx. Estimate: \$1.6M (Approx. savings is \$1.5M)

Note: This option will address the capacity issue now at the 4th leg of the intersection.

BLYTHEWOOD RD. AREA IMPROVEMENTS

Original Project Scope

- The project scope is for roadway improvements in the area of Blythewood Rd. specific to a prioritized listing provided by the Town of Blythewood. The referendum funding is only sufficient to cover the first two priorities.
 - Priority 1 – Widen\improve McNulty St. from Main St. to Blythewood Rd.
 - Priority 2 – Widen\extend\improve Creech Rd. from Blythewood Rd. to Main St.
 - Priority 3 – Widen\improve Blythewood Rd. from I-77 to Main St.
 - Priority 4 – Widen\improve Blythewood Rd. from Syrup Mill Rd. to Fulmer Rd.

Referendum Funding - \$21,000,000.00

Current Cost Estimate (for 1 and 2) - \$13,000,000

Traffic Analysis and Results

- McNulty St. – The intersections with Blythewood Rd, US 21, and Boney St. currently all have adequate LOSs (A\C). In the year 2040, the intersections with US 21 and Boney Rd will still be adequate (A\C), however, the intersection with Blythewood Rd. will have an LOS of F. It is proposed to install a traffic circle at McNulty\Boney to improve traffic flow.
- Crash Data between 1/1/14 – 12/31/17 (4 years)
 - **Intersections:** US 21\McNulty – 1 Blythewood\McNulty – 14 McNulty\Boney Rd - 1
 - **Road Section:** Blythewood to US 21 – 7
- Since Creech Rd. is currently a dead-end road that is proposed to be extended to US 21, there is no traffic data for it.

Public Input Results

- McNulty St - The public supports improvements to McNulty to update the existing varied road width to a standard width and to install sidewalks on both sides of the road. A significant number of citizens did not support a traffic circle at McNulty\Boney.
- Creech Rd – No public meeting held yet

Right-Of-Way

- To date, no new ROW has been obtained

Possible Design Modifications to Lower Cost

- The Blythewood Area Improvements project includes 4 projects, ranked in priority by the Town of Blythewood. There will not be enough referendum funding to complete all 4 projects so only the first two projects are being moved forward. After completing the first two projects, there will be approximately \$8,000,000 remaining that would not be sufficient to fund either of the last two projects. If this funding were transferred to the Blythewood Rd. Widening project, it would be sufficient to cover the difference in the referendum and cost estimate amounts.
- The crash data indicates that the number of crashes in a 4-year period is low. This widening project would address **Capacity** issues.

Note: This option was discussed with the Town of Blythewood. It is not yet in writing.

HARDSCRABBLE RD. WIDENING

- SCDOT has managed the design and is currently managing the construction of this project. County funding is capped at \$29,860,800 in either a monetary amount to be paid to SCDOT or in-kind inspection services. To date, the County has provided \$28,117,086.

LEESBURG RD. WIDENING

- SCDOT is currently managing the design of this project and will manage the construction. County funding is capped at \$4,000,000 in a monetary amount to be paid to SCDOT. To date, SCDOT has not invoiced the County.

I-20\BROAD RIVER RD. INTERCHANGE

- SCDOT will manage the design and construction of this project. County funding is capped at \$52,500,000 in a monetary amount to be paid to SCDOT. To date, SCDOT has not invoiced the County.

DIRT ROAD PAVING PROGRAM

- \$45M was assigned to this program, and to date approximately \$17.4M has been expended.
- It is recommended that when this funding runs out, C Funds are requested to continue with the program.

RESURFACING PROGRAM

- \$40M was assigned to this program, and to date approximately \$26.6M has been expended.
- It is recommended that when this funding runs out, C Funds are requested to continue with the program.

GARNERS FERRY RD/HARMON RD. INTERSECTION PROJECT

Original Project Scope

The proposed scope is to install a dedicated right turn lane from Garners Ferry Rd. onto Harmon Rd. and to install dedicated left and right turning lanes from Harmon Rd. onto Garners Ferry Rd. A new traffic signal will also be installed as part of the project.

Referendum Funding - \$2,600,000

Current Cost Estimate - \$1,583,877.81

Traffic Analysis and Results

- Garners Ferry Rd. – The existing LOS for both eastbound and westbound are C in the AM and B in the PM.
 - If no work is performed, the 2040 AM LOS will be C eastbound and E westbound and 2040 PM LOS will be C for eastbound and westbound.
 - After completing this project, the anticipated 2040 AM LOS will be C eastbound and D westbound; the anticipated 2040 PM LOS will be B in both directions.
- Harmon Rd. – The existing AM LOS northbound is D and southbound is F; the existing PM LOS northbound is D and southbound is E.
 - If no work is performed, the 2040 AM LOS will be E northbound and F southbound, and the 2040 PM LOS will be D northbound and F southbound.
 - After completing this project, the anticipated 2040 AM LOS will be E northbound and F southbound; the anticipated 2040 PM LOS will be E in both directions.
- Crash Data between 1/1/13 – 3/31/16 (3 years) shows that there have been 41 crashes in this timeframe at this intersection with the majority being rear-end collisions. None of these crashes occurred on Harmon Rd. and only two appear to be related to traffic turning right from Garners Ferry to Harmon.

Public Input Results - No public meetings held to date for this project.

Right-Of-Way

- ROW Obtained To Date – 4 parcels
- Expended To Date - \$69,663

Possible Design Modifications to Lower Cost

1. Overall, the proposed scope does not drastically improve safety or capacity at this intersection.
 - a. Option 1 – Only install the Garners Ferry Rd. right turn lane **New Est. \$1.04M (Approx. Savings \$0.54M)**
 - b. Option 2 – Only install the Harmon Rd. turning lanes **New Est. \$1.31M (Approx. Savings \$0.27M)**
 - c. Option 3 – Do not complete the project at this time but proceed with a more detailed traffic study in order to come up with better solutions. One possible future solution could be to widen a portion of Harmon Rd. It is recommended to only perform a detailed traffic study at this time. **Study Estimate \$50,000 (Approx. Savings \$1.53M)**
 - d. Option 4 – Complete the entire project **No Savings**

SHOP RD. EXTENSION PH. 2 PROJECT

Original Project Scope

The proposed scope recommends extending Shop Road from its Phase 1 terminus at Longwood Rd., east and northeasterly to its future terminus at the intersection of Garners Ferry Road\Trotter Rd\Old Hopkins Rd. This new road will consist of a two-lane road with four-foot shoulder and ditch section. Four alternates for the new road have been presented, and Council approved to proceed with Alternate 4.

Referendum Funding - \$71,800,000 for Phases 1 and 2

Current Cost Estimate - \$40,112,787.51

Approximately \$33M has been spent to date, leaving approximately \$38.8M for Phase 2. The Economic Development Department will reimburse \$3.5M for Phase 1, which will bring the total for Phase 2 up to \$42.3M.

Traffic Analysis and Results

- Traffic analysis was performed along existing Montgomery Lane, which intersects with Lykesland Trail and Pinchusion Rd and then terminates at Old Hopkins Rd. Old Hopkins, which intersects Air Base Rd., Lykesland Trail, and Old Garners Ferry Rd., then conveys traffic to Garners Ferry Rd.
 - Currently all of these intersections function at an LOS of A, B or C except for the intersection of Old Hopkins and Garners Ferry, which functions at levels B, C, D, E and F.
- The design year 2043 was only evaluated for the proposed alternates 1 and 2, which do not have the same intersections that were evaluated for existing conditions; therefore, comparing existing to future is not possible.
- Crash Data between 1/2015 – 12/2017 (3 years) along Old Hopkins Rd. shows that there have been 75 crashes, most being listed as Rear-End Collisions and Not Collision With Motor Vehicle. The intersection of Old Hopkins and Garners Ferry\Old Garners Ferry had the highest number of collisions, accounting for 42 of the 75.

Public Input Results

Public comments from the December 6th, 2018 reflect that Alternate 2 is the least favored. Alternates 3 and 4 seemed to have the most support.

Right-Of-Way - No ROW has been obtained at this time.

Possible Design Modifications to Lower Cost

1. Proceed with Alternate 4 with no cost savings.
2. Proceed with Alternate 4 from Shop Rd. Ext. Ph. 1 to Montgomery Ln. and then allow traffic to continue on Montgomery. Also, perform any needed intersection improvements along Montgomery\Old Hopkins, and add improve safety at existing railroad crossing. This will eliminate the need for a new railroad crossing, extra wetlands disturbance, and extra ROW acquisition. **New Approx. Estimate: \$27M (Approx. Savings \$13.1M)**

INNOVISTA PH. 3 PROJECT

Original Project Scope

This project, also known as the Williams Street Extension, consists of constructing a new roadway from Blossom Street to Gervais Street, approximately (2,650') and also completing a section of Senate Street from the new roadway to the west.

Referendum Funding - \$50,000,000 for 3 phases **Current Cost Estimate** – \$23,907,450

This cost estimate was provided by the City of Columbia in 2014. There is no record of an estimate from the former PDT. Greene St. phases 1 and 2 accounts for approximately \$17.9M and \$26.4M leaving only \$5.7M to complete phase 3.

Traffic Analysis and Results – None performed

Public Input Results - No public meetings held to date for this project

Right-Of-Way - No ROW has been obtained at this time.

Possible Design Modifications to Lower Cost

1. Because the cost estimate is approximately four times the amount remaining for this phase, and because this project does not address safety or capacity issues, it is recommended to not proceed with phase 3. **Savings \$5.7M**

KELLY MILL ROAD PROJECT

Original Project Scope

This project falls within the Special category and is listed as starting at the intersection of Hardscrabble Rd. and ending just past the entrance to Lake Carolina Elementary School. There are no further details on the exact scope of this project.

Referendum Funding - \$4,500,000

Current Cost Estimate – None – Assume referendum amount

Traffic Analysis and Results – None performed. A traffic analysis would provide the means to define a scope of work for this project.

Public Input Results - No public meetings held to date for this project

Right-Of-Way - No ROW has been obtained at this time.

Possible Design Modifications to Lower Cost

1. It is recommended to proceed with a traffic study to determine what, if any, work should be performed at this location and to create an Engineer's cost estimate for construction.

COMMERCE DRIVE IMPROVEMENTS PROJECT

Original Project Scope

This project consists of relocating a portion of the Commerce Drive alignment to allow for a future extension of Runway 13 at the Owens Field Airport. It is also the intent to have this road be a gateway road leading from the airport to Rosewood Drive, with curb, gutter, planted median, sidewalks and lighting. There are potential economic development impacts related to airport expansion.

Referendum Funding - \$5,000,000

Current Cost Estimate – None – Assume referendum amount.

Traffic Analysis and Results – None performed

Public Input Results - No public meetings held to date for this project

Right-Of-Way - No ROW has been obtained at this time.

Possible Design Modifications to Lower Cost

1. This project does not address safety or capacity but has the potential to assist with economic growth in the area with the runway extension allowing for larger aircraft to land at the airport. Because Council approved in 2019 to remove landscaped medians and lighting from projects, these items will be removed from this project.

BROAD RIVER ROAD CORRIDOR IMPROVEMENTS PROJECT

Original Project Scope

The concept phase of this project has been completed, and the recommended scope of work has been approved by Council. The scope includes making intersection improvements at Broad River\St Andrews, Broad River\Bush River, and Broad Rive\Greystone. The original scope also recommended landscaped medians, street lighting, and mast arms, all of which Council has since approved to remove from further projects. The final recommendation was to underground utilities; however, this option is being removed because it does not qualify for funding under DOR guidelines.

Referendum Funding - \$63,000,000 for all NIPs **Current Cost Estimate** – \$21,818,057

Traffic Analysis and Results – None performed to date

Public Input Results

- The biggest concern voiced was over the possibility of raised concrete medians. Most citizens who provided comments supported flush medians.
- Some citizens requested bike lanes and new signalization at different intersections.
- A few comments requested resurfacing to be performed.

Right-Of-Way - No ROW has been obtained at this time.

Possible Design Modifications to Lower Cost

1. The removal of the landscaped medians, street lighting, mast arms, and the undergrounding of utilities will reduce the cost of this project. It is recommended to move forward with a traffic study to determine a detailed scope of work that needs to be included at each intersection. **New Approx. Estimate: \$14.2M (Approx. Savings \$7.6M)**

CRANE CREEK IMPROVEMENTS PROJECT

Original Project Scope

The original scope of this project includes new sidewalk along Blue Ridge Terrace, Heyward Brockington Rd., Crane Church Rd., Dakota Dr., Seagull Ln., Roberson St., and Lincolnshire North Drive. It also includes landscaped medians and streetscaping along Blue Ridge Terrace, Heyward Brockington, Crane Church and portions Monticello Rd. Because Council approved in 2019 to remove landscaping from future projects, landscaping and streetscaping will not be completed for this project.

Referendum Funding - \$63,000,000 for all NIPs **Current Cost Estimate** – \$14,385,000

Traffic Analysis and Results – None performed to date

Public Input Results

- There was general support for the sidewalks
- Some citizens requested lighting and sidewalks along additional roads in the community

Right-Of-Way - No ROW has been obtained at this time.

Possible Design Modifications to Lower Cost

1. The removal of the landscaping and streetscaping will reduce the cost of this project. It is recommended to move forward with only the sidewalk work. **New Approx. Estimate: \$8M (Approx. Savings \$6.3M)**

DECKER\WOODFIELD PARK IMPROVEMENTS PROJECT

Original Project Scope

This project consists of two phases. Phase 1 proposes sidewalks along Brookfield Rd., Faraway Dr., and the Chatsworth Pedestrian Connector. Phase 2 proposes streetscaping and intersection improvements along a portion of Decker Blvd. Because Council approved in 2019 to remove landscaping from future projects, streetscaping will not be completed for this project.

Referendum Funding - \$63,000,000 for all NIPs

Current Cost Estimate – \$13,156,740.93

Traffic Analysis and Results

- A traffic study was performed at the intersections of Decker Blvd. with Trenholm Rd., Dent Middle School, Oneil Ct, Joye Cir., Decker Park Rd., and Brookfield Rd.
- The only intersections that are not currently and will not in the design year 2028, function at an adequate LOS are Oneil Ct. and Joye Cir.
- Crash Data between 1/2015 – 3/2018 (3.25 years) shows that there were 175 crashes along Decker Blvd. between Trenholm Rd. and Brookfield Rd. with the majority being angle and rear-end collisions.
- 1 fatality

Public Input Results (2 meetings held)

- The comments showed about the same support and non-support of landscaped medians and burying power lines.
- Some comments requested additional sidewalks on other roads, especially Percival Rd. Percival Rd. will have sidewalks installed on it under a separate project.
- Some comments requested additional street lighting.
- Some comments received at one of the meetings were against the proposed Columbia Mall Greenway.

Right-Of-Way - No ROW has been obtained at this time.

Possible Design Modifications to Lower Cost

1. The removal of the landscaping and streetscaping will reduce the cost of this project. It is recommended to move forward with only the sidewalk and intersection improvement work. **New Approx. Estimate: \$8M (Approx. Savings \$6.3M)**

TRENHOLM ACRES/NEWCASTLE IMPROVEMENTS PROJECT

Original Project Scope

The scope of this project includes new sidewalks along Claudia Dr., Humphrey Dr., Nancy Ave., Shakespeare Rd., Sprott St., Warner Dr., and Westmore Dr. It also includes streetscaping along Fontaine Rd., Parklane Rd., and Two Notch Rd. Because Council approved in 2019 to remove landscaping from future projects, streetscaping will not be completed for this project.

Referendum Funding - \$63,000,000 for all NIPs

Current Cost Estimate – \$5,390,658.00

Traffic Analysis and Results – None performed to date

Public Input Results

- There was general support for the new sidewalks; however, a lot of comments requested even more sidewalks on additional roads.
- There was not a lot of support for the landscaped medians/streetscaping.

Right-Of-Way - No ROW has been obtained at this time.

Possible Design Modifications to Lower Cost

1. The removal of the landscaping and streetscaping will reduce the cost of this project. It is recommended to move forward with the sidewalk work. **New Approx. Estimate: \$4.9M (Approx. Savings \$0.4M)**

BIKEWAYS

Original Project Scope

The scope of this project includes 87 bikeway projects along various sections of roadways throughout the County. These projects were broken down into categories of Restriping, Road Diets, Sharrows, and Shared Use Paths. Because Council approved in 2019 to remove SUPs from future projects, SUPs will not be completed for this project.

Referendum Funding - \$22,008,773 **Current Cost Estimate** – none – assume referendum amount

Traffic Analysis and Results – None performed to date

Public Input Results - No public meetings held to date for this project

Right-Of-Way - No ROW has been obtained at this time.







Possible Design Modifications to Lower Cost

1. Remove any SUP projects.
2. The Columbiana Dr. road diet was denied by SCDOT.
3. Twelve restriping projects were denied by SCDOT due to design restrictions.

The removal of these items will greatly reduce the cost estimate for the bikeway program. Because a cost estimate has not yet been performed on this category, it is unknown at this time how much the estimate will be reduced.

LEVELS OF SERVICE

for Multi-Lane Highways

Level of Service	Flow Conditions	Operating Speed (mph)	Technical Descriptions
A		60	Highest level of service. Traffic flows freely with little or no restrictions on maneuverability. No delays
B		60	Traffic flows freely, but drivers have slightly less freedom to maneuver. No delays
C		60	Density becomes noticeable with ability to maneuver limited by other vehicles. Minimal delays
D		57	Speed and ability to maneuver is severely restricted by increasing density of vehicles. Minimal delays
E		55	Unstable traffic flow. Speeds vary greatly and are unpredictable. Minimal delays
F		<55	Traffic flow is unstable, with brief periods of movement followed by forced stops. Significant delays

Att 2- Garners Ferry Rd/ Harmon Rd Intersection Original Scope



Adopted March 2, 2021.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

EXHIBIT A

**FORM OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR [_____]INDUSTRIAL
PARK
RICHLAND COUNTY, SOUTH CAROLINA**

This Declaration is made as of this _____ day of _____, 2019, by **RICHLAND COUNTY, SOUTH CAROLINA**, a South Carolina political subdivision (hereinafter referred to as the “*Declarant*”).

WHEREAS, the Declarant is the owner of certain real property, located in Richland County, South Carolina, being more particularly shown on **Exhibit A** attached hereto (the “*Property*”), and desires to and intends to subject the Property to a master development plan and to allow the Developer to offer parcels of the Property, of varying sizes, for sale to purchasers or for lease to tenants or for other development, which activities being about economic growth and development in Richland County; and,

WHEREAS, the Property is designated on a plat (the “*Plat*”) recorded in Plat Book _____, at Page _____ in the Office of the Clerk of Court for Richland County, South Carolina, which is incorporated herein by reference.

NOW THEREFORE, the Declarant hereby declares that this Declaration and the covenants, conditions and restrictions established herein shall be covenants to run with the land and that all the Property described in **Exhibit A** attached hereto is herewith made subject and subordinate to the terms, provisions and conditions hereof. These covenants, conditions and restrictions shall be binding upon each and every person or entity, their heirs, successors and assigns, who shall acquire any interest in the Property or any part or portion thereof. By the acceptance of any interest in all or any part of the Property, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration, and there are hereby created and established in and for the Park, the following restrictive covenants, easements, reservations and requirements.

**ARTICLE I
DEFINITIONS**

When used in this Declaration, unless the context shall prohibit or require otherwise, the following words shall have the following meanings, and all definitions shall be applicable to the singular and plural forms of any such terms:

- A. “**Additional Property**” shall mean and refer to the real property, that must be adjacent to Property subject hereto, which is not initially included within the Property that may be subjected to this Declaration by the Declarant, together with any improvements thereon.
- B. “**Association**” shall mean the [_____] Owner’s Association, or a non-profit corporation of similar or different name to be selected by Developer and which Developer shall establish at a time hereafter to be selected by Developer.

- C. “**Common Areas**” shall mean and refer to those areas of the Property which are not building sites, including but not limited to parks, median strips, drainage areas, sidewalks, pedestrian paths, walking trails, private rights-of-way and easements, including beautification, ponds, utility, dams, and drainage easements, sign location areas and signs located therein.
- D. “**Declarant**” shall refer to Richland County, South Carolina, acting by and through its Economic Development Office, its successors and assigns.
- E. “**Design Review Committee**” shall refer to Richland County, South Carolina, acting by and through its Economic Development Office, or such other committee as may be appointed by the County Council, provided however, the Town of Blythewood shall at all times, unless it affirmatively waives such right, have one (1) representative on the Design Review Committee to be appointed by the governing body (Town Council) of the Town of Blythewood. Notwithstanding any provision herein to the contrary, this Declaration may not be amended to remove this requirement regarding a representative of the Town of Blythewood being on the Design Review Committee, unless the Town of Blythewood is a party to such recorded amendment for the purpose of consenting thereto. The Design Review Committee shall be constituted with three (3) members – (i) two (2) representatives appointed by Richland County, South Carolina, acting by and through its Economic Development Office, and (ii) the above-described representative appointed by the governing body (Town Council) of the Town of Blythewood.
- F. “**Developer**” shall refer to Richland County, South Carolina, acting by and through its Economic Development Office, its successors and assigns.
- G. “**Improvements**” shall mean any and all betterments, construction and/or improvements of any parcel, or any portion thereof, and shall include without limitation all changes in site topography, underground utilities, all buildings, outbuildings, parking areas, loading areas, fences, wall hedges, landscaping, mass plantings, poles, signs, monuments, sculptures, driveways, lawns, drives, trees and shrubs, and any structure of any type or kind.
- H. “**Infrastructure**” shall mean and refer to those areas consisting of roads, sidewalks, pedestrian paths, walking trails, water and sewer improvements within the Property which are intended for the common use and enjoyment of the public. Those areas are the rights-of-way for all public roadways, utilities and all other public easement areas as shown on any recorded plat.
- I. “**Owner**” shall mean and refer to any person or entity which owns fee simple title to any parcel, which shall include the Declarant/Developer, or any other entity that has been granted a voting proxy pursuant to a lease arrangement or other contract. All restrictions and obligations set forth herein which are binding on an Owner, shall also be binding on Lessees, licensee and occupants of the Property to the extent appropriate.
- J. “**Parcel**” shall mean and refer to any lot(s) or parcel(s) of land, or subdivision thereof, in the Park, as shown on plats recorded by the Declarant/Developer together with any improvements thereon; provided, however, a Parcel shall not include any roads, right-of-way or other area(s) dedicated to the public use.
- K. “**Property**” and “**Park**” shall mean and refer to that certain real property described on **Exhibit A** attached hereto, together with any improvements thereon, together with

such Additional Property and any improvements thereon, which the Declarant may, in accordance with the provisions of Article 3, elect to subject to the terms and conditions of this Declaration.

L. “*Tenant*” shall mean the owner of a leasehold interest in a part or all of the Property.

ARTICLE II PLAN OF DEVELOPMENT

The Developer intends to develop the Property as an Industrial Park which shall promote the development of industrial and manufacturing uses, research and institutional, and related uses. The Developer shall develop the Property as an Industrial Park by building, constructing and providing roadways, necessary utilities and other improvements within the Property; by dividing portions of the Property into parcels; by selling, leasing or retaining parcels or subdivisions thereof, and by constructing improvements thereon in its sole discretion; and by designating portions of the Property, and all improvements thereon, if any, as Infrastructure, and conveying them to another public agency, where appropriate.

Declarant/Developer shall have the right, but not the obligation, to install, construct, operate, repair, demolish, remove and maintain improvements in, on, under, over and across the Property as specifically shown on the recorded plat or plats, including but not limited to water, sewer, and other utility systems or facilities, electric and television cable and their various attendant services, security facilities, refuse facilities, roadways and waterways. The land within the Park owned by the Declarant may be subdivided to comprise the most appropriate mix of parcels as determined by the Declarant/Developer.

ARTILCE III ADDITIONAL PROPERTY

The Declarant hereby reserves the option to submit at any time, or from time to time, Additional Property or any portion thereof to the provisions of this Declaration and thereby to cause the Additional Property or any portion thereof to become part of the Property, just as fully as if the portion or portions thereof were included within the Property initially subject to this Declaration on the date thereof. This submission shall be effected by the Declarant’s executing and recording in the Richland County Register of Deed’s Office an instrument entitled “Declaration of Inclusion” describing the Additional Property to be submitted to this Declaration and by recording a plat thereof. The Declarant/Developer shall thereafter have the right to plan, design, develop, change, modify, alter, construct, maintain, or manage any type of improvement upon the Additional Property, to divide it into Parcels, in its sole discretion, for its purposes, except as otherwise expressly stated in this Declaration. If any Additional Property is added to the Park, its development shall be in accordance with the provisions hereof.

ARTICLE IV
PROPERTY RIGHTS

- 4.1 General. Each Parcel shall, for all purposes, constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, shall be conveyed, transferred and encumbered in the same manner as any other real property. Each Owner, including the Declarant, shall be subject to the provisions of this Declaration.
- 4.2 Permitted Uses by Owners and Tenants. No person or entity shall be an Owner, Tenant or occupant of any Parcel unless such person or entity shall at all times use the Parcel for the following:
- 4.2.1 Industrial or manufacturing purposes or such incidental activities;
 - 4.2.2 Service businesses that are not engaged in retail sales on premises, provided, however that Parcels comprising not more than ten (10%) percent of the total Property may be utilized for the purpose of retail sales or other commercial activities;
 - 4.2.3 Educational, health care, or research purposes;
 - 4.2.4 Government or other public agencies; or
 - 4.2.5 Business or other commercial office purposes.

No Owner, Tenant or occupant of any Parcel shall use the Parcel for the following:

- 4.2.6 Commercial scrap storage or salvage yard;
- 4.2.7 Manufacture, storage, distribution or other purposes involving DOT Class A explosives;
- 4.2.8 Lumber yard, coal or wood yard as a primary business, but not necessarily to exclude the operations which are ancillary to permissible uses;
- 4.2.9 Commercial bulk petroleum storage facility;
- 4.2.10 Commercial landfill or other on-site commercial waste disposal facilities;
- 4.2.11 Quarry or other mining operations; or
- 4.2.12 Commercial infectious or hazardous waste facilities.
- 4.2.13 Any other uses determined by the Design Review Committee or Developer to be unsafe or dangerous, which constitute a nuisance which include, but shall not be limited to odor, dust, fumes, smoke, noise, vibration, or are objectionable by reason of their adverse effects on property within one (1) mile of any boundary of the Property.

ARTICLE V
REGULATION OF IMPROVEMENTS

- 5.1 Approval of Plans and Specifications. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any parcel until plans and specifications therefore have been approved by the Design Review Committee.
- 5.2 Pre-Construction Meeting. Prior to the commencement of construction on any Parcel including site grading, a pre-construction meeting shall be conducted. The meeting shall include the Developer or Developer's representative, the Owner or Owner's representative, and the contractor including the site grading contractor.
- 5.3 Construction Vehicular Traffic. Developer shall have the right to control construction traffic during construction as well as access to a Parcel.
- 5.4 Completion of Construction. After commencement of construction of an improvement on any Parcel, the Owner thereof shall diligently prosecute the work thereon to the end that the improvement shall not remain in a partially finished condition any longer than reasonably necessary for completion thereof. During construction, the Owner shall cause the Parcel to remain in a reasonably neat and orderly condition, preventing the accumulation of trash and shall prevent runoff of surface water from the Parcel onto adjacent property or streets. The Owner shall implement plans for approval by Developer to contain all sediment, including washed, windblown and gravity, within the boundaries of the Parcel and insure that all areas of the Parcel to be exposed for longer than thirty (30) days be grassed. If, at the end of a twelve month period from the commencement of construction, construction of any improvement is not being diligently pursued by the Owner, then the Developer shall have the option to proceed with such construction or remove such incomplete construction. Cost incurred by the Developer relative to such construction shall be paid by the Owner. In the event Developer elects to remove such incomplete improvements, then Developer shall have the right to reacquire the Parcel at the original price, less Developer's costs incurred in said removal if the same have not been paid.
- 5.5 Excavation. No excavation shall be made on any Parcel except in connection with construction of improvements thereon. Upon completion of construction of improvements on the Parcel, exposed openings shall be backfilled and disturbed ground shall be smoothly graded and landscaped.
- 5.6 Storm Drainage.
- A. All Owners shall provide details of proposed storm drainage systems to the Design Review Committee for approval. These plans and specifications shall show locations concerning all applicable storm drainage improvements, including but not limited to size and location of underground piping, catch basins, headwalls, ditches and swales from each Parcel to any designated easements within the Property.
 - B. All storm drainage shall comply in all respects with all requirements of

the then-applicable storm drainage ordinance in effect in Richland County, South Carolina.

- C. The Developer may elect to require that the Owner provide on site water retention and detention facilities.
- D. All storm drainage shall be carried to designated drainage easements and in no case shall any storm drainage from the Parcel be carried across the Owner's property line onto another Parcel except when confined within the drainage easements or in order to access a drainage easement. No drainage of a Parcel shall be constructed which would prohibit the proper drainage of other Parcels within the Property. In no case shall any storm drainage from the Parcel be allowed to flow directly on any interior roads within the Property.
- E. Owner shall at all times manage and maintain all drainage facilities, including but not limited to retention/detention ponds within its Parcel in a safe, clean, orderly, neat and operable condition.

5.7 Landscaping.

- A. It is required that all Parcels be landscaped and that plans and specifications be submitted to the Design Review Committee for approval prior to installation. Such plans should indicate the location, size, type and height of each planting and an irrigation plan noted thereon. Such plans should reflect and take into account any landscaping which exists elsewhere in the Park within beautification easements or on adjacent property. All plans and specifications must reflect efforts to retain existing trees if any are on the Parcel.
- B. The area between the building walls and the Parcel's property lines, shall be used exclusively for the planting and growing of trees, shrubs, lawn, and other ground covering or material as approved by the Design Review Committee, except for such portions thereof as may be reasonably required for service access either to the buildings or parking and loading areas constructed on the parcel.
- C. Where pavement occurs between the building and any street frontage property line for the purposes of parking, then the pavement shall be separated by a minimum of forty (40) feet including designated easements from the said street frontage property line. The area between the pavement and the curb line of the street shall be suitably landscaped with either berms or other landscaping treatments which may include ground cover.
- D. Where pavement occurs adjacent to any side property line a minimum of five (5) feet of landscaping shall be provided along that side property line.
- E. All landscaping shall be installed within sixty (60) days after substantial completion of construction, weather permitting.
- F. Landscaped areas shall be perpetually maintained in a sightly and well-kept condition including such replanting and replacement as is, from time to time, required.
- G. In addition to compliance with all other provisions of this section, and

notwithstanding the actual zoning designation of the applicable Parcel, all landscaping shall comply with the more restrictive of the landscaping requirements applicable to the Town of Blythewood zoning districts “LI-2” and “TC” as long as such zoning districts exist within the Town of Blythewood.

5.8 Signage

- A. All signs, including identification, temporary, and information, and including those in the setback areas, on loading docks, parking facilities, on buildings, storage areas, etc., along with appropriate plans and specifications shall be first submitted to the Design Review Committee for approval. Such plans and specifications for any sign shall include but not be limited to the color(s), dimensions, location on the parcel, height, copy, and type of illumination, and other characteristics. No sign shall be erected, substituted, changed, or modified on the property without the prior written approval of the Design Review Committee.
- B. Signage must conform to the following standard:
 - 1. Signs for single-tenant buildings shall be restricted to advertising only the person, firm, company, or corporation operating the use conducted on the parcel or the product sold or produced thereon.
 - 2. For multi-tenant buildings, only one identification sign per building will be approved. Signs used for identification of individual Tenants in a multi-tenant building must be uniform both with regard to sign panel design and lettering style.
 - 3. All information signage, including instructions to visitors, vendors, and customers; directional signs; designated parking areas; driveway entrance signs; or any sign other than building identification sign must be uniform both with regard to sign panel design and lettering style.
 - 4. All temporary signs, including construction signs, “For Lease” or “For Sale” signs shall be approved by the Design Review Committee.
 - 5. Signs may be electrified but will be non-flashing.
 - 6. Signs may not project above the roofline of a building.
 - 7. Signs may not be located within dedicated easements.
 - 8. The above notwithstanding, the Design Review Committee at its sole discretion may approve or refuse requests for variances to this paragraph on a case by case basis.
 - 9. Strip lighting rather than floodlights shall be used for sign lighting.

5.9 Loading, Service and Outside Storage. All loading and receiving shall be conducted entirely on the Parcel at loading/receiving areas which shall not be permitted in the front yard of any Parcel or in the side yard that fronts on any interior public road and the frontage of any Parcel. Loading and receiving areas shall be located and screened so as to minimize their

visibility from any street or other right-of-way. Landscaped visual barriers, including earthen berms shall be erected so as to screen loading and receiving areas from public streets. No materials, supplies or equipment shall be permitted to remain outside of any building. Waste, rubbish, and garbage storage facilities shall be properly screened, and the inspection and construction thereof shall be subject to the review and approval of the Design Review Committee.

5.10 Parking.

- A. No parking shall be permitted on any street or any place other than on the paved parking spaces provided for and described herein below.
- B. No parking shall be permitted within dedicated easement areas.
- C. All parking areas and drives shall be paved with an impervious surface (asphalt or concrete) with curbs constructed of concrete.
- D. All parking areas located between the building and a public street shall be suitably landscaped with either berms or other landscaping treatments which may include ground cover.
- E. Adequate off-street parking shall be provided by each Owner for employees, tenants, occupants, customers, and visitors. The location, number and size of parking spaces shall be subject to review and approval by the Design Review Committee. The minimum standard for parking shall not be any less than that required by the Richland County Zoning Ordinance, unless the Design Review Committee approves and through the proper governing authorities a variance is granted.

5.11 Utility Connections. Except as otherwise approved by the Design Review Committee, all utility connections, including all electrical and telephone connections and installation of wires to improvements, shall be made underground from the nearest available source. Boring is required to access all utility which may be located within a public road or which may require crossing a public road. No transformer, electric, gas or other meter of any type or other apparatus shall be located on any power pole or hung on the outside of any building or other improvements, but the same shall be placed at or below ground level, and where placed at ground level, shall be adequately screened. All such installations shall be subject to the prior approval of the Design Review Committee. The above notwithstanding, overhead electrical and telephone connections shall be permitted during the construction period of the improvement.

5.12 Easements for the Developer. The Developer shall have an alienable and transferable right and easement on, over, through, under and across the Property for the purpose of constructing infrastructure improvements, and any other type of improvement whatsoever on the Property, specifically including, but not limited to amenities, utilities, roadways, sidewalks, pedestrian paths, and walking trails, as the Developer desires, and for the purpose of doing all things reasonably necessary and proper, in the sole discretion of the Developer, in connection with the development of the Property as an industrial park as specifically shown on the recorded plat or

plats; provided that in no event shall the Developer have the obligation to do any of the foregoing.

- 5.13 Utility Easements. The Developer hereby reserves and is given a perpetual, alienable and releasable easement(s) in the Property for the installation of utilities, including water, electric, telephone, gas, sewer, and drainage as specifically shown on the recorded plat or plats. The Developer shall have the unrestricted and sole right and power of alienating, conveying and releasing the easements reserved under the terms of this paragraph. All such easements, including those designated on the plat, shall remain private easements and the sole and exclusive property of the Developer, its successors and assigns, unless conveyed or alienated to third parties for the purpose of providing utility services. Except as otherwise approved by the Design Review Committee, all utilities within such easements shall be installed underground. By virtue of the above-described easements, it shall be expressly permissible for the Declarant/Developer, utility company or other supplier or service provider, with respect to the portions of the property so encumbered to erect and maintain pipes, manholes, pumps, and other necessary equipment and facilities; cut and remove any trees, bushes, shrubs; grade, excavate or fill; or, take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement and use of such utilities and systems. No building, fence or structure shall be erected or pavement placed within any recorded utility easement, nor any trees or shrubs planted in such easement without the prior approval of the Design Review Committee.
- 5.14 Fences. No fence, wall, hedge or mass planting shall be erected, installed or permitted to remain without prior written approval of the Design Review Committee. All fences and walls shall be landscaped according to specifications approved by Design Review Committee.
- 5.15 Exterior Lighting. All exterior lighting of any nature on any Parcel shall be designed, erected, altered and maintained in accordance with plans and specifications approved by the Design Review Committee. Exterior lighting on all Parcels shall be limited to signs and security and safety illumination of driveways, parking lots, walks, building entrances, loading and service areas and exterior lighting of overall building surfaces. In addition, all exterior lighting shall:
- A. Ensure it is designed and installed to maintain adequate lighting levels on site;
 - B. Assure that excessive light spillage and glare are not directed at adjacent lands, neighboring areas, and motorists;
 - C. Curtail light pollution, reduce skyglow, and preserve the nighttime environment for the enjoyment of residents and visitors;
 - D. Conserve energy and resources to the greatest extent possible;
 - E. Provide security for persons and land
 - F. Contain shielding with full cut-off features generally consistent with the examples shown in **Exhibit B**;

- G. All exterior luminaries, including security lighting, shall be full cut-off fixtures that are directed downward; and
- H. In no case shall lighting be directed above a horizontal plane through the lighting fixture.

5.16 Maintenance of Building and Landscaped Areas.

- A. Each Owner of any Parcel shall keep all improvements thereon in a safe, clean, maintained, neat condition and shall comply in all reports, with all governmental statutes, ordinances, regulations and health, police and fire requirements. Each such Owner shall remove at its own expense, on a regular basis, any rubbish or trash of any type which may accumulate on its Parcel.
- B. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be permitted to accumulate or be disposed of on the Property by burning or burial.
- C. All signs permitted will be maintained in a neat and orderly manner and repainted or repaired promptly as required.
- D. All paved areas, driveways and concrete aprons on a Parcel shall be kept in good repair, and swept clean from dirt and silt. Broken or cracked curbing shall be replaced as required.
- E. All steep banks or slopes shall be maintained with suitable grasses, trees and shrubs to prevent erosion, exposure of dirt and clay, and an unsightly appearance. Where grass is used to control erosion on a steep bank or slope, such grass shall be planted and maintained so as not to exceed a height of twelve (12") inches.
- F. No improvement on any Parcel shall be permitted by the Owner of such Parcel to fall into such disrepair, and each such improvement shall at all times be kept in good condition and repair, properly maintained and adequately painted or otherwise finished.
- G. All planted grasses, trees, shrubs or other plantings shall consistently be maintained in a neat, orderly and healthy condition. All plantings and grass shall be kept free of weeds and debris, and shall be adequately fertilized and maintained. A maintenance program must be established and approved by the Design Review Committee.
- H. If any Parcel or landscaped area is not maintained by the Owner in a neat, safe, clean condition, the Developer or Design Review Committee may give the Owner of such Parcel notice of such failure, setting forth in what respects such Owner has failed to maintain its buildings and improvements and the Owner shall have thirty (30) days from the receipt of such notice to correct the deficiencies. In the event the Owner shall fail to correct the deficiencies within the thirty (30) day time period, the Developer or Design Review Committee shall have the option to proceed with such maintenance. Costs incurred by the Developer or Design Review Committee relative to such

maintenance shall be paid by the Owner. Costs for the maintenance of any Parcel or landscaped area by the Owner shall constitute a lien against the Parcel, which lien shall include all collection costs, including but not limited to attorneys' fees.

- 5.17 Maintenance. There is hereby reserved for the benefit of the Developer, and agents and employees of the Developer, the perpetual right to enter upon any portion of the Property for the purpose of mowing, removing, clearing, cutting or pruning grass, underbrush, weeds, stumps or other unsightly growth and removing trash, so as to maintain reasonable standards of health, safety and appearance within the park, provided that such right shall not impose any duty or obligation upon the Developer to perform such actions.
- 5.18 Police Power Easement. Police, fire, water, health and other authorized county or public officials, employees and vehicles shall have the right of unrestricted ingress and egress to the Property, and any portion thereof, for the performance of their official duties as required by local, state or federal law.
- 5.19 Height Restrictions. No building or appurtenance, including but not limited to water tower, standpipes, penthouses, elevators or elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain any building, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts, or flagpoles shall exceed a height of fifty (50) feet above the finished building grade without the prior approval of the Design Review Committee.
- 5.20 Building Materials and Design.
- A. Exterior Walls—The exterior walls of all buildings shall be of such materials, design and colors as may be approved by the Design Review Committee. Metal siding shall not be permitted unless specifically approved by Design Review Committee and in no case shall it be used for a wall facing the roadway. All concrete masonry unites or concrete panels shall be finished in stone, textured, or coated in a manner to be approved by Design Review Committee.
 - B. Canopies—No canopies with visible wall-hangers will be permitted. Design of canopies shall be in keeping with the design of buildings including color coordination, and must be approved by the Design Review Committee.
 - C. Coverage—Unless otherwise approved by Design Review Committee, the ratio of building square footage to the total square footage of any Parcel within the Property shall not exceed forty (40%) percent.
- 5.21 Setbacks. No building or structure or any part thereof from or projection therefrom, shall be erected nearer than one hundred (100') feet from the centerline of the public road from which primary access is granted to the Parcel, nor nearer than seventy-five (75') feet from any other public road within the Property, nor nearer than fifty (50') feet from any interior side or rear property line.
- 5.22 Construction of Paths Adjacent to Roadways. Together with any roadway

to be dedicated to the public that is constructed within the Property, the party constructing such roadway shall construct adjacent thereto a sidewalk, bike path, pedestrian path, or other walking trail, as determined by such constructing party and approved by the Design Review Committee. Such sidewalk, bike path, pedestrian path, or other walking trail shall be dedicated to the public together with the roadway.

- 5.23 Public Access to "Green Space". With respect to any developed portion of the Park that (i) is dedicated "Green Space" by the Declarant, subject to the approval of the Design Review Committee, and (ii) is either adjacent to a roadway dedicated to the public or connected to a public right-of-way or other "Green Space" by a trail or other walkway installed by the Declarant, steps shall be taken to so designate such "Green Space" as available for public access.

ARTICLE VI DESIGN REVIEW COMMITTEE

- 6.1 Plans and specifications for all buildings, structure and improvements on the Parcels shall be submitted to the Design Review Committee or its duly authorized agent, prior to commencement of any construction, for written approval as to the quality of materials, harmony of external design and size, and location with respect to topography and finished grade elevation. All Park development will comply with such rules and regulations established in this Declaration or further established and amended by the Design Review Committee. The Design Review Committee shall be responsible for approving all plans, specifications, requests to remodel or alter, or otherwise construct improvements on Parcels. No building, landscaping or other improvement shall be altered, placed or erected on any Parcel without approval from the Design Review Committee. Routine maintenance of existing facilities, however, shall not require approval.
- 6.2 Although the Developer is granted by this Declaration certain discretion and rights of approval, disapproval and interpretation, the Owners and Tenants of Parcels at the Park do hereby for themselves, their heirs, personal representatives, successors and assigns, and their successors in the ownership of such Parcels, release and forever discharge the Declarant/Developer's successors and assigns and the Design Review Committee from any claims they may have against such parties assigns arising out of the exercise by them of such discretion and such rights of approval, disapproval and interpretation and/or to exercise such discretion, rights of approval, disapproval and interpretation.
- 6.3 Approval of a majority of the members of the Design Review Committee shall constitute approval of the Design Review Committee, provided however, with respect to the following approvals, Design Review Committee approval shall not be granted unless the representative of the Town of Blythewood votes in favor of the proposal:

A. Approval of more than one access point on the portion of Blythewood Road located to the west of the property currently occupied by the Fairfield Electric Cooperative Headquarters.

B. A reduction in the total overall portion of the Park dedicated to “Green Space” to less than the portion reflected on the Conceptual Master Plan Blythewood Industrial Sites prepared by Thomas & Hutton dated February 2019, provided however, “Green Space” may be moved within the Park from areas currently shown on the referenced Conceptual Master Plan as long as the total overall portion dedicated to “Green Space” is not reduced.

C. Approval of a retail tenant occupying 50,000 square feet or more.

D. Approval of rail service within the Park to any occupant employing one of the following uses:

1. Steel or other metal manufacturing
2. Steel or other metal fabrication
3. Tire manufacturing
4. Oil and Petroleum products
5. Food rendering
6. Recycling
7. Paper Manufacturing
8. Rubber Manufacturing
9. Steel Foundry
10. Wastewater Treatment

Notwithstanding the foregoing, if at any time all of the Property subject to this Declaration is annexed into the Town of Blythewood, the requirement of approval by the Town of Blythewood representative shall no longer be effective. Prior to such time as all of the Property subject to this Declaration is annexed into the Town of Blythewood, this Declaration may not be amended to modify the provisions of this Section 6.3, unless the Town of Blythewood is a party to such recorded amendment for the purpose of consenting thereto.

ARTICLE VII AMENDMENTS

- 7.1 By the Declarant. The Declarant may amend this Declaration with the consent of all the Owners or without the consent of any Owner (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in

conflict therewith; or (ii) if any such amendment is to include, by Declaration of Inclusion, Additional Property or any portion thereof, from time to time, to the terms and provisions of this Declaration.

- 7.2 Recording. No amendments to this Declaration shall be effective unless and until recorded in the Office of the Register of Deeds for Richland County, South Carolina.

ARTICLE VIII OWNERS' ASSOCIATION

- 8.1 Association Powers and Duties. Once established by the Developer, the Association shall provide for the effective and efficient administration of this Declaration, maintenance and upkeep of the Common Areas, and shall assist in maintaining the safety, cleanliness, appearance and value of the Property. Association shall manage and maintain the Common Areas owned by the Developer and, to the extent delegated to do so by Developer, administer and enforce all provisions of this Declaration, and is empowered to levy and collect assessments as needed to perform Association functions. It shall have all necessary powers to undertake and perform all acts necessary and incident to its duties in accordance with this Declaration and the duties set forth, consistent herewith, in the articles of incorporation and bylaws of the Association. All Owners shall be members of the Association. Notwithstanding anything in this Declaration to the contrary, Developer and Association reserve the right to dedicate all or a portion of the Common Areas to an appropriate governmental entity.
- 8.2 Association Membership and Voting Rights. Every Owner shall be a member of the Association. Any Owner may grant a proxy to another party pursuant to which such party may exercise the Owner's voting rights. Membership shall be appurtenant to and shall pass with the title to each Parcel and it may not be separated from the ownership thereof. The number of votes to which each member of the Association is entitled shall be determined as follows:
- A. The Owner (member) shall be entitled to one vote for each whole acre of its Parcel plus one additional vote for any remaining portion of a Parcel greater than one-half acre provided that in no event shall an Owner be entitled to less than one vote.
 - B. When more than one party or entity holds an interest in a Parcel, the one vote for each acre owned, as determined above, shall be exercised as its Owners, collectively determined. The foregoing shall also apply in the event a building or buildings are developed or owned under the condominium form of ownership.
 - C. The articles of incorporation and the bylaws of the Association may make further provisions and interpretations consistent herewith, concerning membership and voting.
- 8.3 Creation of Lien and Obligation. Developer and its successors and assigns

for each Parcel owned within the Property, hereby covenants, and each purchaser of a Parcel by acceptance of a deed or other instrument of conveyance is deemed to covenant and agree, to promptly pay to the Association all regular assessments and any special assessments when due. Assessments shall be set and collected from time to time as hereinafter provided and shall be paid in advance on a schedule to be set by the Association Board of Directors. Each assessment, together with any interest, costs of collection and reasonable attorneys' fees shall also be the personal obligation of each party or entity that was the Owner of the assessed Parcel at the time the assessment first became due and payable. The obligation of delinquent assessments shall not pass to an Owner's successor's title unless expressly assumed by the successor; however, the lien thereof against the Parcel shall continue even though ownership has changed. Liens may also be imposed in favor of Developer or the Association for reasonable expenditures required to cure defaults or violations under this Declaration, including but not limited to failure to properly maintain a Parcel as herein required. Developer or the Association, after ten (10) days prior notice (subject to extension for a reasonable period of time if corrective action is begun by an Owner but cannot reasonably be completed within ten (10) days) shall be entitled to take corrective action and the defaulting Owner shall promptly reimburse Developer or Association for the reasonable expenses thereof. In default of reimbursement within twenty (20) days of delivery of notice of amounts due, a Claim of Lien may be filed for such amounts in which event the lien shall cover court costs, expenses and reasonable attorneys' fees involved in enforcement of the lien.

- 8.4 Purpose of Assessments. The assessments shall be levied by the Board of Directors of the Association solely for the purpose of maintenance, improvement, repair and operation of the Association properties, including landscaped entrances, road rights-of-way and drainage systems, a street lighting system and other Common Areas. Assessments by the Association shall be used to support services which the Association is authorized or required to provide, including but not limited to, the payment of taxes and governmental assessments on Common Areas; the purchase of insurance; providing security for the Property; the operation and maintenance of a drainage system and street lights; the construction of Common Area improvements; the enforcement of the provisions of this Declaration; the ownership, operation and maintenance of the road system; the cutting of grass on Association properties; and the payment of the costs to obtain labor, professional services, equipment, materials, management, and supervision necessary to carry out the functions of the Association. Notwithstanding any provision of this Declaration to the contrary, the Association's funds shall not exceed its expected expenses and reasonable reserves to such an extent as to cause the Association to lose its nonprofit status.
- 8.5 Levy of Assessments. The Board of Directors shall annually adopt a budget for funding the Association's activities in furtherance of the purposes set forth herein. Assessments shall be levied annually, and special assessments

for particular purposes and furtherance of the objectives of this Declaration, including emergency repairs and restoration, are also authorized. Assessments shall be levied for the purpose of financing the annual budget of the Association. Annual and special assessments shall be assessed against all Parcels within the Property, on an acreage basis, and shall include lands owned by Developer, except for Common Areas.

The Owner of each Parcel shall pay that Parcel's share of each aggregate annual, and, if imposed, special assessment. This share shall be determined by multiplying the total amount of the assessment by a fraction, the numerator of which is the number of acres and fractional acres in that Parcel, and the denominator of which shall be the total acreage of all Parcels as shown on the site plan for the Property, as amended or modified from time to time. Annual assessments may be on the basis of a calendar year or any other twelve (12) month period as determined by the Board of Directors of the Association. Assessments shall be collected on a quarterly or on an annual basis, as the Board of Directors of the Association may decide.

8.6 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment or installment thereto not paid within thirty (30) days after the due date shall bear interest from the due date at a rate to be fixed from time to time by the Association Board of Directors, but in any event not less than ten percent (10%) per annum or more than eighteen percent (18%) per annum. The Association by action of its Board of Directors is hereby empowered to file a Claim of Lien for delinquent assessments against the affected Parcel and may bring an action at law or in equity against the Owner of the Parcel and/or may foreclose the assessment lien against the Parcel under legal or equitable proceedings in the courts of South Carolina. Recovery shall include expenses, court costs and reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Common Areas.

8.7 Subordination of Assessment Lien to Mortgages. The liens of the regular and special assessments and all other lien rights provided for herein are declared hereby to be subordinate to the lien of any first mortgage and, where approved by the Developer, any second mortgage, held by an institutional lender on any Parcel. The sale or transfer of any property pursuant to mortgage foreclosure (or deed in lieu thereof) shall extinguish the lien of any assessment or claim which became due prior to the effective date of the sale or transfer, but shall not terminate personal liability of persons or entities liable thereof. The sale or transfer of any lands not pursuant to mortgage foreclosure or proceedings in lieu thereof shall not affect the assessment lien.

ARTICLE IX GENERAL PROVISIONS

9.1 Enforcement. The Declarant/Developer or any Owner shall have the right to

enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Declarant/Developer or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

- 9.2 Severability. Invalidation of any one of the provisions of this Declaration by judgment or court shall in no way affect any other provisions hereof, which shall remain in full force and effect.
- 9.3 Term. The covenants, conditions and restrictions of this Declaration shall run with the land and bind the property for a term of thirty (30) years from the date this Declaration is recorded, and for an additional twenty (20) year period thereafter, unless and until during that twenty (20) year period a majority of the Owners within the Property shall file a statement of termination of this Declaration. Any such termination shall have no effect upon easements granted or reserved herein or pursuant to this Declaration.
- 9.4 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision thereof.
- 9.5 Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine, the neuter, the singular and plural, wherever the context requires or permits.
- 9.6 South Carolina Law. This Declaration shall be construed in accordance with the laws of the State of South Carolina.

Signature Page to Follow.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed, being the sole owner of the property described in Exhibit A attached hereto as of the time of recording of this Declaration.

Signed, Sealed and Delivered
in the Presence of:

RICHLAND COUNTY, SOUTH CAROLINA

Witness No. 1

By: _____
Name: _____
Title: _____

Witness No. 2

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

ACKNOWLEDGMENT

I, _____, Notary Public, certify that _____, **as**
_____ **of Richland County, South Carolina**, personally came before me this day and
voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,
this the ____ day of _____, 2019.

Notary Public for South Carolina

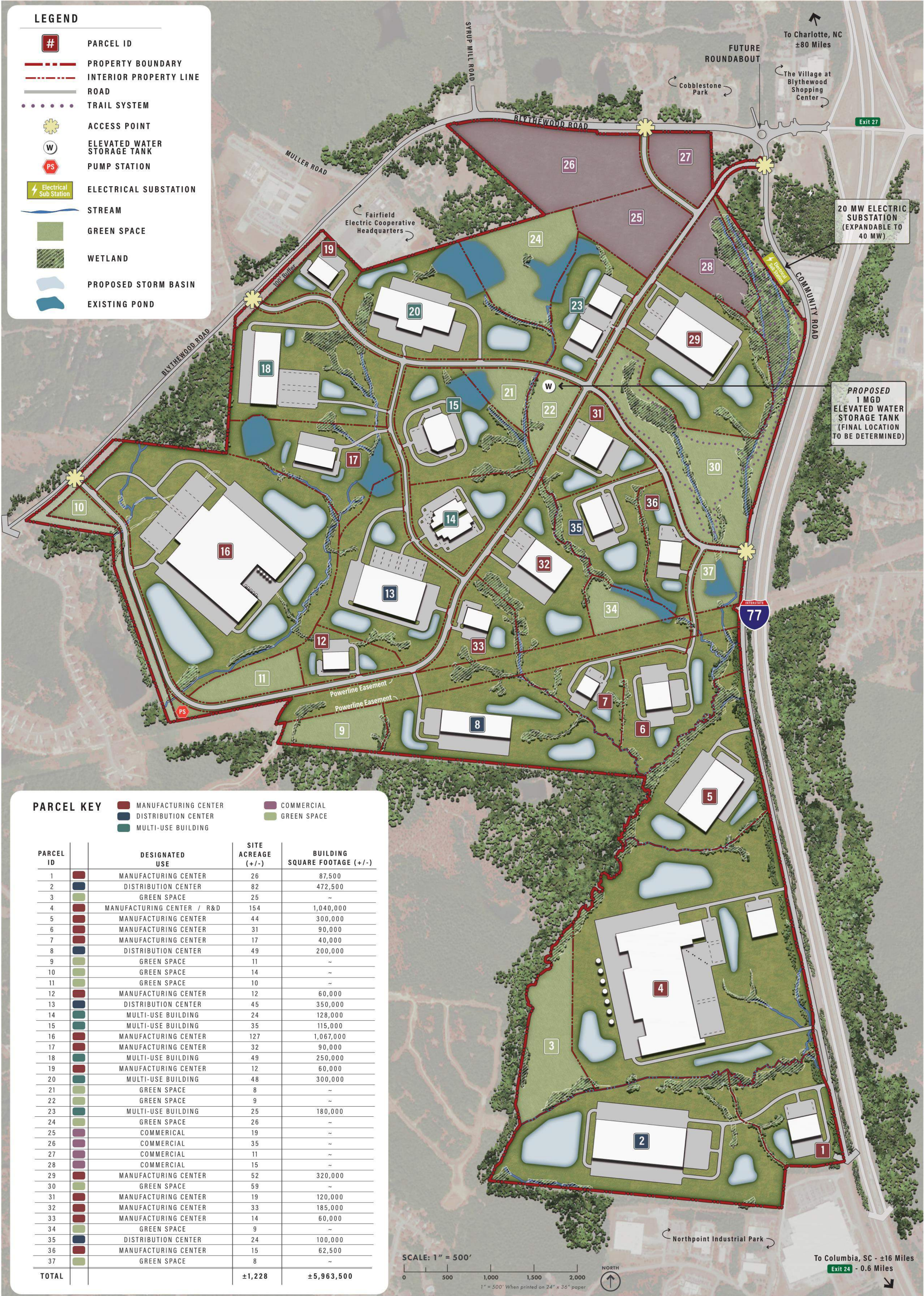
My Commission Expires _____

EXHIBIT A
PROPERTY

[See Attached Site Plan]

LEGEND

- # PARCEL ID
- PROPERTY BOUNDARY
- INTERIOR PROPERTY LINE
- ROAD
- TRAIL SYSTEM
- ✱ ACCESS POINT
- ELEVATED WATER STORAGE TANK
- PUMP STATION
- ELECTRICAL SUBSTATION
- STREAM
- GREEN SPACE
- WETLAND
- PROPOSED STORM BASIN
- EXISTING POND



20 MW ELECTRIC SUBSTATION (EXPANDABLE TO 40 MW)

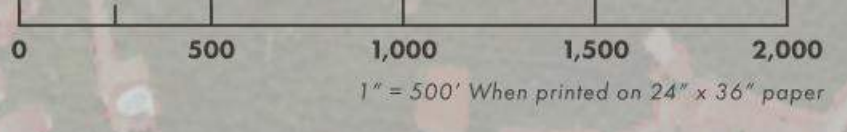
PROPOSED 1 MGD ELEVATED WATER STORAGE TANK (FINAL LOCATION TO BE DETERMINED)

PARCEL KEY

- MANUFACTURING CENTER
- COMMERCIAL
- DISTRIBUTION CENTER
- GREEN SPACE
- MULTI-USE BUILDING

PARCEL ID	DESIGNATED USE	SITE ACREAGE (+/-)	BUILDING SQUARE FOOTAGE (+/-)
1	MANUFACTURING CENTER	26	87,500
2	DISTRIBUTION CENTER	82	472,500
3	GREEN SPACE	25	~
4	MANUFACTURING CENTER / R&D	154	1,040,000
5	MANUFACTURING CENTER	44	300,000
6	MANUFACTURING CENTER	31	90,000
7	MANUFACTURING CENTER	17	40,000
8	DISTRIBUTION CENTER	49	200,000
9	GREEN SPACE	11	~
10	GREEN SPACE	14	~
11	GREEN SPACE	10	~
12	MANUFACTURING CENTER	12	60,000
13	DISTRIBUTION CENTER	45	350,000
14	MULTI-USE BUILDING	24	128,000
15	MULTI-USE BUILDING	35	115,000
16	MANUFACTURING CENTER	127	1,067,000
17	MANUFACTURING CENTER	32	90,000
18	MULTI-USE BUILDING	49	250,000
19	MANUFACTURING CENTER	12	60,000
20	MULTI-USE BUILDING	48	300,000
21	GREEN SPACE	8	~
22	GREEN SPACE	9	~
23	MULTI-USE BUILDING	25	180,000
24	GREEN SPACE	26	~
25	COMMERCIAL	19	~
26	COMMERCIAL	35	~
27	COMMERCIAL	11	~
28	COMMERCIAL	15	~
29	MANUFACTURING CENTER	52	320,000
30	GREEN SPACE	59	~
31	MANUFACTURING CENTER	19	120,000
32	MANUFACTURING CENTER	33	185,000
33	MANUFACTURING CENTER	14	60,000
34	GREEN SPACE	9	~
35	DISTRIBUTION CENTER	24	100,000
36	MANUFACTURING CENTER	15	62,500
37	GREEN SPACE	8	~
TOTAL		±1,228	±5,963,500

SCALE: 1" = 500'



PROPOSED
CONCEPTUAL MASTER PLAN
BLYTHEWOOD INDUSTRIAL SITES
BLYTHEWOOD | RICHLAND COUNTY | SOUTH CAROLINA
FEBRUARY 2019



1501 MAIN STREET • SUITE 760
COLUMBIA, SC 29201 • 803.451.6789
WWW.THOMASANDHUTTON.COM

This map illustrates a general plan of the development which is for discussion purposes only, does not limit or bind the owner/developer, and is subject to change and revision without prior written notice to the holder. Dimensions, boundaries and position locations are for illustrative purposes only and are subject to an accurate survey and property description.

COPYRIGHT © 2017 THOMAS & HUTTON

Z:\2015\2015.0000\Engineering\Drawings\2015.0000 - Blythewood Concept Master Plan.dwg

EXHIBIT B
LIGHTING EXAMPLES

[Insert]

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION JORDAN CASEY
ABERCROMBIE AS A CODE ENFORCEMENT OFFICER FOR THE PROPER
SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND
COUNTY.**

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

NOW, THEREFORE, BE IT RESOLVED THAT Jordan Casey Abercrombie is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon her by the governing body of this County, including the enforcement of the County’s animal control regulations, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Jordan Casey Abercrombie shall not perform any custodial arrests in the exercise of her duties as a code enforcement officer. This appointment shall remain in effect only until such time as Jordan Casey Abercrombie is no longer employed by Richland County to enforce the County’s animal control regulations.

ADOPTED THIS THE 2nd DAY OF MARH, 2021.

Paul Livingston, Chair
Richland County Council

Attest: _____
Michelle Onley
Clerk of Council

Advancing Racial and Gender Equity in Richland County
Submitted by: Yvonne L. McBride
February 25, 2021

To meet the objectives of the motion and enhance compliance with existing civil rights laws, within 7 months of the date of this order, the Administrator shall provide a report to Richland County Council on the findings of the “ the Racial Equity and Inclusive assessment of Richland County’s Administration and Services. The report should also include plans and recommendations for addressing inequities, and should reflect but not be limited to the following:

Identifying Methods to Assess Equity: The administrator shall contract with an evaluator in partnership with the heads of Department and others to study methods for assessing whether agency policies and actions create or exacerbate barriers to full and equal participation by all eligible individuals; particularly as it relates to procurement and contracting.

The study should aim to identify the best methods, consistent with applicable law, to assist the County in assessing equity with respect to race, geography, gender, underserved communities and others as deemed appropriate. As part of this study, the Administrator shall:

Establishing an Equitable Data Working Group: Some of Richland County data sets are not disaggregated by race, gender, income or other key demographic variables. This lack of data has cascading effects and impedes efforts to measure and advance equity. A first step to promoting equity in Government action is to gather the data necessary to inform that effort.

The Data Working Group shall:

(1) Through consultation provide recommendations identifying inadequacies in existing County data collection of services, programs, and policies across departments; (2) provide strategies for addressing any deficiencies identified; and (3) support county departments in implementing actions, consistent with applicable law and privacy interests, that expand and refine the data available to measure equity and capture the diversity of Richland County.

Promoting Equitable Delivery of Government Benefits and Opportunities.

Government programs are designed to serve all eligible individuals. Government contracting and procurement opportunities should be available on an equal basis to all eligible providers of goods and services.

Conducting Equity in Richland County: The Administrator shall, select certain of the agency’s programs and policies for a review that will assess whether underserved communities and their members face systemic barriers in accessing benefits and opportunities available pursuant to those policies and programs.

- a) Potential barriers that underserved communities and individuals may face in taking advantage of agency procurement and contracting opportunities;

- b) Potential barriers that underserved communities and individuals may face to enrollment in and access to benefits and services in Richland County Programs;
- (c) Define whether new policies, regulations, or guidance documents may be necessary to advance equity in agency actions and programs; and
- (d) The operational status and level of institutional resources available to agencies or entities within the county that is responsible for advancing civil rights or whose mandates specifically include serving underrepresented or disadvantaged communities.

Allocating County Resources to Advance Fairness and Opportunity.

The County Government should be consistent with applicable law, allocate resources to address the historic failure to invest sufficiently, justly, and equally in underserved communities, as well as individuals from those communities. To this end:

- (a) The Administrator and appropriate departments shall identify opportunities to promote equity in the budget submitted to Richland County Council.
- (b) Study strategies, consistent with applicable law, for allocating County resources in a manner that increases investment in underserved communities, as well as individuals from those communities.

Engagement with Members of Underserved Communities. In carrying out this order, the county shall consult with small minority businesses, and members of communities that have been historically underrepresented in County Government and underserved by, or subject to discrimination in, County policies and programs. All County departments shall evaluate opportunities, consistent with applicable law, to increase coordination, communication, and engagement with community-based organizations and civil rights organizations.

Note: This motion is adapted and consistent with policy recently promulgated by the White House. President Biden stated that " Equal Opportunity is the bedrock of American democracy, and our diversity is one of our country's greatest strengths; but entrenched disparities in our laws and public policies, and in our public and private institutions, have often denied that equal opportunity to individuals and communities. "

<https://www.whitehouse.gov/briefing-room/presidential-actions/2021/01/20/executive-order-advancing-racial-equity-and-support-for-underserved-communities-through-the-federal-government/>