

**RICHLAND COUNTY**  
**COUNTY COUNCIL AGENDA**



**Tuesday, APRIL 06, 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  
April 06, 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 Gretchen Barron

3. **PLEDGE OF ALLEGIANCE**

The Honorable Gretchen Barron

4. **APPROVAL OF MINUTES**

The Honorable Paul Livingston

a. Regular Session: March 16, 2021 [PAGES 9-22]

b. Zoning Public Hearing: March 23, 2021 [PAGES 23-27]

c. Special Called Meeting: March 23, 2021 [PAGES 28-29]

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. Receipt of Legal Advice: Related to the Coggins lawsuit and settlement with former County Administrator Gerald Seals, including review of proposed settlement agreement

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 30-72**]
- b. Regional Gateways Beautification Project Update [**PAGES 73-86**]
10. **REPORT OF THE INTERIM CLERK OF COUNCIL** Michelle Onley,  
Interim Clerk of Council
11. **REPORT OF THE CHAIR** The Honorable Paul Livingston
12. **OPEN / CLOSE PUBLIC HEARINGS** The Honorable Paul Livingston
- a. 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
- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Integrated Micro-Chromatography Systems, Inc., and IMCS Holdings, LLC; and other related matters
13. **APPROVAL OF CONSENT ITEMS** The Honorable Paul Livingston
- a. 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  
[THIRD READING] [PAGES 87-119]

- b. 20-036MA  
Joginder Paul  
CC-4 to CC-3 (202 Acres)  
7430 Fairfield Road  
TMS # R11904-02-05 [SECOND READING] [PAGES 120-121]
- c. 21-004MA  
Richard Bates  
CC1 to CC3 (2.63 Acres) of 75.81 Acres  
Crane Church Road [SECOND READING] [PAGES 122-123]
- d. 21-008MA  
Jatin Patel  
RU to GC (5.37 Acres)  
10040 Wilson Blvd.  
TMS # R14800-04-01 [SECOND READING] [PAGES 124-125]
- e. Ordinance authorizing Quit-Claim deed of Olympia Alleyway to contiguous landowner (Hendley – 104 Alabama Street) [PAGES 126-134]
- f. Approval to proceed with the railroad crossing closure on Walter McCartha Road [PAGES 135-145]
- g. Approval of Summit Ridge Drive Sidewalk Project [PAGES 146-150]
- h. Purchase of Portable X-ray Equipment for Coroner's Office [PAGES 151-160]
- i. Amendment to the Food Service Contract [PAGES 161-171]
- j. Request for approval of willingness to serve for a proposed development, Ridge Road Subdivision, Old Leesburg Road, Tract ( TMS # 225000-02-07 ) / CAP E-2020007 [PAGES 172-178]
- k. Request for approval of willingness to serve for a proposed development, Collins Cove Subdivision at Guise Road, Chapin, SC29036 (TMS # 01510-01-01) /CAP B-2021007 [PAGES 179-184]
- l. Approval of award of Engineering Services; Pavement Management Study (PMS) [PAGES 185-187]

**14. THIRD READING ITEMS**

The Honorable Paul Livingston

- a. 20-042MA  
Gita Teppara

RS-MD to RM-MD (6.2 Acres)  
Sloan Road and Dorichlee Road  
TMS # R20101-05-01 [THIRD READING] [PAGES 188-189]

- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Integrated Micro-Chromatography Systems, Inc., and IMCS Holdings, LLC; and other related matters [PAGES 190-211]

**15. SECOND READING ITEMS**

The Honorable Paul Livingston

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Catawba; and other related matters [PAGES 212-235]

**16. REPORT OF ADMINISTRATION & FINANCE COMMITTEE**

The Honorable Bill Malinowski

- a. FY22 Proposed Budget Calendar [PAGES 236-241]

**17. REPORT OF RULES & APPOINTMENTS COMMITTEE**

The Honorable Paul Livingston

**a. ITEMS FOR ACTION**

1. Unless there are truly extenuating circumstances agenda items should not be listed as "Title Only". (Somebody was late getting it to us" is not extenuating.) This only gives the public two opportunities to see an item prior to final approval by Council when in fact there should be three. [MALINOWSKI] [PAGE 242]
2. Consider moving the Horizon meeting to Tuesday and have delivery of finished agendas to Council members by Thursday close of business [PAGES 243-246]

**18. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

The Honorable Overture Walker

- a. Clemson Road Phase I Sidewalk [PAGES 247-253]
- b. Mitigation Bank Credit Sales [PAGES 254-273]

**19. REPORT OF THE DETENTION CENTER AD HOC COMMITTEE**

The Honorable Allison Terracio

- a. Detainee Phone System [PAGES 274-277]

**20. OTHER ITEMS**

- a. FY20 - District 3 Hospitality Tax Allocations [PAGES 278-279]

**21. EXECUTIVE SESSION**

Elizabeth McLean,  
Acting County Attorney

**22. MOTION PERIOD**

- a. A Resolution recognizing Sheriff Lott's on receiving the National Sheriff of the Year award by the National Sheriff's Association.

The Honorable Bill Malinowski  
The Honorable Paul Livingston  
The Honorable Derrek Pugh

**23. ADJOURNMENT**



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



Richland County Council  
Regular Session  
March 16, 2021 – 6:00 PM  
Zoom Meeting

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

OTHERS PRESENT: Angela Weathersby, Kyle Holsclaw, Michelle Onley, Ashiya Myers, Elizabeth McLean, Jani Hussain, Michael Byrd, Michael Niermeier, Randy Pruitt, Clayton Voignier, Jennifer Wladischkin, Mike King, Lori Thomas, Ronaldo Myers, Jeff Ruble, Stacey Hamm, John Thompson, Laruen Hogan, James Hayes, Tamar Black, Leonardo Brown, Dale Welch, Dante Roberts, Geo Price, Bill Davis, Dwight Hanna, Judy Carter, Sandra Haynes and Beverly Harris

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:02 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Cheryl English.
3. **PLEDGE OF ALLEGIANCE** – The pledge of Allegiance was led by the Honorable Cheryl English.
4. **PRESENTATION OF PROCLAMATION** – Ms. Onley read into the record the proclamation recognizing March 2021 as Bleeding Disorders Awareness Month.
5. **PRESENTATION**
  - a. **Town of Irmo Update** – Irmo Mayor Berry Walker introduced himself to the newly elected Councilmembers.
  - b. **Columbia Veteran’s Center** – Mr. Robert Case presented an overview of the Vet Center Program.
6. **APPROVAL OF MINUTES**
  - a. **Regular Session: March 2, 2021** – Ms. Terracio moved, seconded by Ms. Newton, to approve the minutes as distributed.  
  
In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton  
  
The vote in favor was unanimous.
7. **ADOPTION OF AGENDA** – Ms. McBride moved, seconded by Ms. Terracio, to approve the agenda as published.

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

The vote in favor was unanimous.

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

- 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))
- b. Hamilton-Owens Stormwater Utility Fee Receipt of Legal Advice; pursuant to Sec. 30-4-70(a)(2) of the SC Code of Laws
- c. 911 Call Center Proposal
- d. Clerk to Council Candidates Review/Recommendation

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

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

Opposed: Malinowski, Terracio, J. Walker, and Newton

The vote was in favor.

***Council went into Executive Session at approximately 6:26 PM  
and came out at approximately 7:12 PM***

Mr. O. Walker moved, seconded by Ms. Terracio, to recess from Executive Session and direct Legal to create a document regarding the Coggins vs. Richland County and Seals (Gerald Seals Settlement) matter, which will be taken up during the second Executive Session item.

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

Opposed: J. Walker, and Newton

The vote was in favor.

9. **CITIZEN'S INPUT**

- a. For Items on the Agenda Not Requiring a Public – Mr. Aaron Smith submitted comments thanking Council for proclaiming March as “Bleeding Disorders Awareness Month”.

10. **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 comments were submitted.

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## 11. REPORT OF THE COUNTY ADMINISTRATOR

- a. Coronavirus Update – Mr. Brown noted the information he routinely presents can be found on the DHEC website. Over the last 14-day period, the percent positive has gone to 3.9% in Richland County. Previously, we talked about the 5% positive number being an ideal number as an indicator of a sustainable number, as it relates to community spread of COVID-19. The incident's tier dropped from high to moderate for the current reporting period, which indicates Richland County is experiencing a reduced level of positive cases. He noted we still continue to have mask giveaways and testing events throughout Richland County. On March 15, we started accepting appointments for in-person services. Listed in the agenda are the departments that are accepting appointments (i.e. Assessor, Auditor, Business Service Center, Neighborhood Improvement Permitting, Register of Deeds, Treasurer and Zoning). Over the weekend, the links were posted on the website. Without any public notice, there have been hundreds of individuals that booked appointments. There have not been any incidents with people participating in the process. Also included in the agenda is a projected timeline for allowing public access.

On March 2, the Governor's Office released information stating on March 8<sup>th</sup> Phase 1B persons would be eligible to receive the vaccine. After that he met with the department heads which report to him and requested they begin making plans for all staff to return to work by mid-April. His rationale was that based on the Governor's Office release, the projected roll out for Phase 1C is April 12<sup>th</sup>. Phase 1B includes many of the County employees and Phase 1C should catch the remainder. The projected timeline for Phase 2, which is the general public (16 and above) is May 3<sup>rd</sup>. Based on that information, he projects by July 1<sup>st</sup>, we would be able to allow public access without appointments.

If a person schedules an appointment for the vaccine within two weeks of becoming eligible, eligible persons must wait 21 - 28 days after their 1<sup>st</sup> shot before they are eligible to receive their 2<sup>nd</sup>, you are looking at a 45-day timeframe from the date of eligibility to full vaccination.

Ms. Barron inquired how the public, specifically those that do not use social media or digital technology, will know they can come into the building, by appointment. She noted in a separate meeting they discussed a dedicated phone line for those that do not have access to the internet.

Mr. Brown responded they plan on reaching out to the news outlets, radio shows, and advertisements in public outlets. He noted the public would not have to electronically book an appointments. If they call a department that is accepting appointments, the department can schedule the appointment.

Ms. Newton inquired, on the website, where one would go to make an appointment, as it is not readily available on the homepage. She also inquired about the broader reopening plan for the County. She requested to have the plan provided to Council.

Mr. Brown responded the scheduling component is not prominently placed on the County's website because they did not want to make the assumption County Council wanted to continue down that path. The information was listed on the individual department's homepage. The information will be placed on the County's homepage now that Council has been briefed.

Ms. Newton inquired if masks and social distancing is required with these in-person appointments. She also inquired if appointment blocks are adequately timed to ensure people come and leave in a safe manner.

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Mr. Brown responded in the affirmative. He noted we will have certain protective measures in place when the building is opened up to the public in July.

Ms. Newton inquired what accommodations are being made for staff.

Mr. Brown responded the reason he shared his expectations with staff was to prepare for any issues. Some employees have not been in County facilities since early on in the pandemic. As a result, they may come into an office area and realize there still needs to be some changes made.

Mr. Brown presented Council with an award from the Senior Resources for the County support for seniors during the pandemic.

12. **REPORT OF THE INTERIM CLERK OF COUNCIL** – No reports was given.

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

14 **OPEN/CLOSE PUBLIC HEARING**

- 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 Tyson Case Ready, LLC (formerly known as Project Charlie); the execution and delivery of an assignment by TPF to Tyson Case Ready, LLC 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 – No comments was received.
- 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 – No comment was received.

15. **APPROVAL OF CONSENT ITEMS**

- a. 20-031MA, Jim Chapman, M-1 to RM-MD (39.47 Acres), Rivkin Blvd., TMS # R22807-01-07 [THIRD READING]
- b. 20-033MA ,Yani G. Mouratev, RR to HI (69.93 Acres), 115 Tims Road, TMS # 06600-02-12 [THIRD READING]
- c. 20-039MA, Will Unthank, NC to GC (.86 Acres), 9366 and 9370 Two Notch Road, TMS # R19908-03-23 & 07 [THIRD READING]
- d. 20-043MA, Jeff Baker, NC to GC (.8 Acres), 1630 and 1636 Leesburg Road, TMS # R19203-11-05 & 06 [THIRD READING]
- e. 20-044MA, Alexis Kisteneff, Jr., RS-HD to RM-HD (.20 Acres), 3921 Capers Avenue, TMS # R13805-03-19 [THIRD READING]
- f. 21-003MA, Walter L. McLaughlin, Jr. RU to GC (.33 Acres) 10400 Broad River Road TMS # R03300-06-08 [THIRD READING]

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- g. 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 [SECOND READING]

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

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

The vote in favor was unanimous.

16. **THIRD READING ITEMS**

- a. 20-042MA, Gita Teppara, RS-MD to RM-MD (6.2 Acres), Sloan Road and Dorichlee Road, TMS # R20101-05-01 [THIRD READING] – Ms. Barron moved, seconded by Ms. McBride, to defer this item until the April 6<sup>th</sup> Council meeting.

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

The vote in favor was unanimous.

- b. 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. – Ms. McBride moved, seconded by Ms. Barron, to approve this item.

Ms. Terracio inquired if there could be a public update and additional information on this project now that the name has been released.

Mr. Ruble responded, in June 2020, Tyson announced they were closing their facility and laid off approximately 170 people. Since then, Tyson has found a business that cuts, packages and delivers meat to grocery stores. It is a different line of business that is going to create a need for 330 jobs. They are in the process of re-hiring the people that were laid off. The facility had to be improved, and some of the special source revenue credits are associated with that.

Ms. Terracio inquired about the wages.

Mr. Ruble responded the average wage is \$18.62/hr., which equates to \$37,000 a year.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- c. 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. McBride moved, seconded by Mr. O. Walker, to approve this item.

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

The vote in favor was unanimous.

## 17. REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Catawba; and other related matters [FIRST READING] – Ms. McBride stated this proposes a commercial development in the Olympia neighborhood. The project represents a total of \$72M to build a 279-unit market rate apartment complex. The committee’s recommendation is for approval.

Mr. Malinowski inquired if this was the item that updated documentation was to be provided.

Mr. Ruble responded in the affirmative. There was a discrepancy between the original application and the legal documents. The company’s attorney updated the information, and the information should have been forwarded to Council.

Mr. Malinowski noted he did not receive the updated information and requested a redlined-version before the next Council meeting.

Mr. Ruble responded in the affirmative.

Ms. Mackey stated, for the record, she was recusing herself from this vote to due to the fact that her parent company is involved with the proposed project.

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

Opposed: Malinowski

Abstain: Mackey

The vote was in favor.

- b. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Curb; identifying the project; and other matters related thereto – Ms. McBride stated this is an existing manufacturer located in Blythewood who is considering a \$21M investment that would

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create 165 new jobs. The committee recommends approval.

Mr. Malinowski requested additional information before the next Council meeting.

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

Opposed: Malinowski

The vote was in favor.

18. **REPORT OF THE EMPLOYEE EVALUATION AND OVERSIGHT AD HOC COMMITTEE**

- a. Clerk to Council Candidates Review/Recommendation – This item was taken up in Executive Session.
- b. County Attorney Search Update – Ms. Newton stated the committee recommended retaining the Randi Frank Consulting LLC to assist with recruiting for the County Attorney position. Randi Frank has prior experience recruiting attorneys for other municipalities. There are some administrative procedures that need to happen, in terms of identifying budget line items and creating POs. Once that happens, Procurement will be in the position where they can speak with the search firm and obtain additional information on their recruitment process.

19. **OTHER ITEMS**

- a. Approving the declaration of covenants, conditions and restrictions for the Blythewood Business Park; and other related matters – Mr. Livingston inquired if this item came out of the Economic & Development Committee.

Mr. Ruble responded the Economic Development Committee recommended approval of this item.

Ms. Barron inquired if there was any interest from industries or companies as they develop this land.

Mr. Ruble responded they are still in the process of developing the site. Deed covenant restrictions do limit some of the companies we can attract. We have negotiated with the Town of Blythewood and the citizens to come up with a vision of the park. The vision required a higher level of ascetics, essentially a technology park.

Ms. Barron inquired if this is merely a formality, where it is a “if you build it, they will come” scenario.

Mr. Ruble responded the deed covenant restriction are similar to HOA policies. They protect the tenants, but they also protect the County.

Ms. Newton inquired if they wanted to make any changes to the document it would have to come back before Council in this same manner that it is currently before them.

Mr. Ruble responded in the affirmative.

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

The vote in favor was unanimous.

- b. CDBG-DR Planning and Implementation Services Task Order #7 Change Order #12 – Mr. Voignier noted last year Council approved the reallocation of \$1,050,000 from the Business Assistance Program to the Single Family Homeowner Repair Program under the County’s Community Development Block Grant-Disaster Recovery (CDBG-DR) grant. These funds would enable the repair program to serve additional homeowners who experienced storm-related damage to their homes from the 2015 flood, and who are on the program’s waiting list. At that time, staff identified that a change order for planning and implementation services would be necessary to facilitate the completion of the additional homes. Staff is now recommending approval of this change order to extend the period of performance for Tetra Tech from March 16, 2021 to September 30, 2021, at an additional not to exceed amount of \$945,621, to facilitate the completion of between 7-18 homes and finish out the repair program under the Disaster Recovery Plan.

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

Ms. Terracio inquired why the number of additional homes is 7-18. It also seems to be quite a large amount to only pay the consultants.

Mr. Voignier responded the reason for the range in the number of homes is because they anticipate additional potential weather conditions over the next 6-months, as well as some impacts from COVID-19, which we continue to experience. They are committed to completing at least 7 homes. The reason for the extent of the change order is because Tetra Tech staff will be doubling their efforts to get as many homes done as possible. We believe we can complete up to 18 homes in 6 months. The other reason for the discrepancy, in the range of homes, is that we are still evaluating some of the homeowners on the waiting list, so we do not know if some of those homes will be rehabilitations or rebuilds. Rebuilding a home takes considerably more time and resources, as compared to rehabs. The change order is covering what they believe is the maximum amount, but he does not anticipate they will spend all of the funds because Tetra Tech has rolled savings in the past. The change order will also include HUD monitoring preparation.

Ms. Terracio inquired, if they do the 18 homes, it would cost approximately \$52,500 per home, which does not include the cost of the homes, but simply paying Tetra Tech.

Mr. Voignier responded in the affirmative. This is simply project delivery costs.

Ms. Terracio inquired if County staff will be working on this, but solely Tetra Tech work.

Mr. Voignier responded it is solely Tetra Tech.

Ms. Terracio noted her reservations and moved to defer this item. Mr. Malinowski seconded the motion.

Ms. Terracio inquired if anyone was going to lose their home if Council does not vote on this item.

Mr. Voignier responded, currently they have three homes they have opened, which no work is being conducted. Those individuals are in temporary relocation status, and the County is paying for their housing and/or storage.

Ms. Terracio inquired if Council votes on this change order tonight could these families be in their

rehabilitated homes before April 6<sup>th</sup>, when Council meets again.

Mr. Voignier responded it is possible. It will depend on how quickly the work can occur.

Ms. Terracio inquired how long work has been stopped.

Mr. Voignier responded the current change order expired March 12, 2021.

Ms. Terracio withdrew her motion for deferral.

Ms. Newton stated, for clarification, the change order is more or less equivalent t of a “not to exceed”. It is not saying we are going to spend this amount, but setting a threshold.

Mr. Voignier responded in the affirmative.

Ms. Newton inquired if it was correct to assume, historically, Tetra Tech has also “rolled over” savings, so the amount billed to the County was less than what we anticipated.

Mr. Voignier responded it would have been had they discontinued the program. They continued the program, so there were several months they were able to realize savings by carrying over funds from a previous change order. He noted they have received their CDBG mitigation funding, which has projects in it to address home repairs and rebuilds, as well. They are anticipating submitting RFPs over the next 30-45 days to bring in contractors for that work. If they were able to get the RFPs and people in place, they could potentially cancel the change order by July.

Ms. Newton stated, for clarification, pending additional funding, we would not hit the maximum threshold because we would redo a change order to incorporate a different program.

Ms. Voignier responded it would not be a change order, but a new contract.

Ms. Newton inquired if there would also be assistance for the County with the HUD reviews.

Mr. Voignier responded in the affirmative. Tetra Tech would be providing services for the HUD monitoring.

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

In Favor: Malinowski, Pugh, McBride, and Terracio

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

Present but Not Voting: O. Walker

The motion for deferral failed.

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

Ms. McBride requested clarification on what service delivery means.

Mr. Voignier responded all the project delivery activities are include on pp. 157 – 158 of the agenda.

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Ms. McBride inquired as to why we are giving Tetra Tech the funds.

Mr. Voignier responded Tetra Tech conducts Tier I and II environmental reviews, lead-based paint testing, clearance tests, case management services, determine eligibility for relocation assistance, and inspect the performance of the contractors.

Ms. McBride stated, for clarification, Tetra Tech conducts technical assistance, and not any of the actual building.

Mr. Viognier responded they pay other contractors to do the construction on the homes.

Ms. McBride noted she wanted to clarify this money is not for actual construction. She assumes Tetra Tech has staff working on different projects for the County.

Mr. Voignier responded HUD considers this work to be project delivery work because these services can be billed to a property. They are not considered administrative or planning-related funds.

Mr. Malinowski inquired what QA and QC meant.

Mr. Voignier responded it stands for Quality Assurance and Quality Control.

Ms. Terracio inquire if anyone on staff has ever provided these kind of services, or does the County have the ability to do this themselves.

Mr. Voignier responded the County does not have the expertise to do this type of work. We have inspectors that inspect code, but they are not doing construction inspection. Tetra Tech's inspectors are going to make sure they have performed these duties in accordance to the scope of work. The County's inspectors do not cover that type of activity.

Ms. Terracio stated we are essentially paying up to \$50,000 per house for construction and inspection.

Mr. Voignier responded that is one of the services, but there are several more listed in the agenda.

Mr. Newton stated, for clarification, when Richland County was trying to manage the program exclusively, it resulted in us having to put the program on hold, and put the funding at risk, in terms of our ability to deliver homes.

Mr. Voignier responded in the affirmative. There were several issues that occurred because the County was trying to administer the program directly.

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

Opposed: Pugh, Terracio

Present but Not Voting: English

The vote was in favor.

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



In Favor: Pugh, McBride, Terracio, and Barron

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

The motion for reconsideration failed.

- c. 911 Call Center Proposal – This item was taken up in Executive Session.
- d. Emergency Rental Assistance Program – Mr. Brown noted in the packet is the culmination of items related to the Emergency Rental Assistance Program. Staff is asking for three things: (1) Approve the policy and procedures associated with the program; (2) Approve the use of the Contractor associated with this program; and (3) Move forward with this program in the beginning in April. Staff is requesting Council to approve this program with the changes addressed by Council members (i.e. publicizing the program on more than a digital platform; and to provide face-to-face assistance for individuals to sign-up).

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

Ms. McBride inquired about the checks and balances for the appeals process.

Mr. Brown responded they can work on having different people involved in the appeals process and the submission process.

Ms. Barron inquired about the publicity and media plan, and how the information will be disseminated.

Ms. Harris noted they are looking at a multi-prong approach. We know we cannot rely on posting information on social media platforms and the website. One of the key components of getting information out is community partnerships by working with organizations that deal directly with renters in the community. We have already heard from some of these organizations. They are waiting for the information to go out so they can start working with the people they assist on a daily basis.

Ms. Barron stated we have to do our due diligence to ensure that everyone is included and no one is excluded for something as sensitive as this, and noting that people's housing is in the balance if we do not do our part. She inquired if we are on point with the target date and what does implementation look like.

Mr. King responded the target date is April 5<sup>th</sup> and are on target. If they are approved to move forward with this program, there are several steps that will take place, including putting together a final work plan. The plan has to be flexible. Today, they received additional guidance from the US Treasury Department, who is facilitating the program. They want to make sure they are in compliance with all the Treasury requirements and directions as they come out. There is a lot of time pressure on this program. If they get 65% of these funds expended by September 30<sup>th</sup> they have an opportunity to get additional funds. Also, looking forward to the American Rescue Plan, there is an opportunity for additional funds for Emergency Rental Assistance. They are going to finalize the work plan, assess the current needs, ensure the standard operating procedures are in place, and utilize the application tools. They want to ensure they track applicants, so no one gets lost or falls through the cracks. They will be getting the call center up and running, with phone lines and internet links, so we are ready to go live on April 5<sup>th</sup>.

Ms. Barron inquired how often Mr. King will monitor this program and report back to Council.

Mr. King responded he will be monitoring this program daily, and comply with any reporting requirements. He noted after implementation they expect to be very busy and may need a couple weeks to be prepared to report back to Council.

Ms. Newton inquired about who comprises the oversight committee.

Mr. King responded there are two committees: the Special Case Panel Committee and the oversight committee. The Special Case Panel Committee consists of the Planning and Community Development Director, Community and Government Relations Director and himself. The oversight committee will consist of a member of Administration, Planning and Community Development Director and himself.

Ms. McBride inquired if they are advertising the program, prior to the implementation date.

Mr. King responded they have not done so yet because Council had not given their approval.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

20. **EXECUTIVE SESSION** – Ms. Barron moved, seconded by Mr. O. Walker, to go into Executive Session.

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

Opposed: Malinowski, J. Walker, and Newton.

The vote was in favor.

***Council went into Executive Session at approximately 8:39 PM  
and came out at approximately 10:50 PM***

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

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

Present but Not Voting: McBride

The motion in favor was unanimous.

Coggins v. Richland County and Seals (Gerald Seals Settlement) (Discussion of attorney-client privileged

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March, 16, 2021**

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matters/Receipt of legal advice/settlement of claims; all pursuant to Sec. 30-4-70 (a)(2)) – Mr. Walker moved, seconded by Ms. Barron, to adopt the language drafted by Legal, as follows: After review of Judge Newman’s Order in the Coggins’ case, Richland County has determined it much come into compliance with the Freedom of Information Act laws, as noted in the Court’s Order. Thus, I move to authorize the settlement of any and all claims between Mr. Seals and Richland County, as memorialized in the original agreement executed by the parties on May 14, 2018. Additionally, the County regrets FOIA errors that occurred in the original vote and settlement agreement and wishes Mr. Seals well in his future endeavors.

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

Opposed: Malinowski, Pugh, J. Walker, and Newton.

The vote was in favor.

Ms. English moved, seconded by Mr. O. Walker, to reconsider this item.

In Favor: Malinowski, Pugh, J. Walker, and Newton

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

The motion for reconsideration failed.

Hamilton-Owens Stormwater Utility Fee Receipt of Legal Advice; pursuant to Sec. 30-4-70(a)(2) of the SC Code of Laws) [ACTION – Ms. Terracio moved, seconded by Ms. English, to direct the Legal Department and Administrative staff to explore options related to the leases associated with Owens Field, and any other related properties as appropriate to this matter.

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

The vote in favor was unanimous.

Clerk to Council Candidates Review/Recommendation – Ms. Mackey moved, seconded by Mr. Pugh, to authorize Find Great People and Richland County’s Human Resources Office to negotiate with candidates B, A, C, and D, as discussed in Executive Session.

Ms. McBride made a substitute motion, seconded by Ms. English, to authorize Find Great People and Richland County’s Human Resources Office to negotiate with candidates A, B, C and D as discussed in Executive Session.

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

Opposed: J. Walker, Barron, Mackey and Newton.

The vote was in favovr.

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

In Favor: J. Walker, Barron, Mackey, and Newton.

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

The motion for reconsideration failed.

911 Call Center Proposal – Ms. Barron moved, seconded by Mr. Malinowski, to authorize the Administrator and the Sheriff’s Department to move forward with bringing back a proposal, no later than the April 16<sup>th</sup> Council meeting, in reference to the 911 Call Center.

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

The vote in favor was unanimous.

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

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

Present but Not Voting: McBride and Newton

The motion for reconsideration failed.

21. **MOTIONS PERIOD** – There were no motions.

22. **ADJOURNMENT** – The meeting adjourned at approximately 11:04PM



Richland County Council  
Zoning Public Hearing  
March 23, 2021 – 7:00 PM  
Zoom Meeting  
2020 Hampton Street, Columbia, SC 29201

COMMITTEE MEMBERS PRESENT: Paul Livingston, Chair; Yvonne McBride, Vice-chair, Bill Malinowski, Derrek Pugh, Allison Terracio, Gretchen Barron, Overture Walker, Jesica Mackey, Cheryl English, and Chakisse Newton

OTHERS PRESENT: Michelle Onley, Angela Weathersby, Kyle Holsclaw, Geonard Price, Ashiya Myers, Bill Davis, Clayton Voignier, Dale Welch, Dante Roberts, Elizabeth McLean, Leonardo Brown, Lauren Hogan, Lori Thomas, Mike Maloney, Randy Pruitt, Tina Davis, Tommy DeLage, and Michael Byrd

II. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:00 PM.

III. **ADDITIONS/DELETIONS TO THE AGENDA** There were no additions/ deletions to the agenda.

IV. **ADOPTION OF AGENDA** – Ms. Barron moved to approve, seconded by Mr. O. Walker, to adopt the agenda with as distributed.

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

Not Present: J. Walker and Newton

The vote in favor was unanimous.

V. **MAP AMENDMENTS**

1. Case # 20-036 MA  
Joginder Paul  
CC-4 to CC-3 (202 acres)  
7430 Fairfield Road  
TMS# R11904-02-05 [FIRST READING]

Mr. Livingston opened the floor to the public hearing

The applicant, Mr. Joginder Paul, submitted comments in favor.

The floor to the public hearing was closed.

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

Ms. Barron stated, after researching to find out that we do have a Comprehensive Plan, but we also

**Zoning Pubic Hearing  
March 23, 2021**

have the Crane Creek Master Plan. The two plans are designed to bring development to the area; however, as written, the Comprehensive Plan will override the Crane Creek Master Plan. The two plans are now working in conflict of each other, which is not allowing for growth and development, as the Crane Creek Master Plan was written and designed. She has spoken to staff about this issue, and we hope we will be able to rectify the matter.

Mr. Price stated staff does not object because they understand the Comprehensive Plan is broadly applied throughout the County. As we go through and look at various parcels, there may be some times we go against the Comprehensive Plan, with the understanding as they to update the Comprehensive Plan and/or Code Rewrite they make adjustments.

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

Not Present: J. Walker and Newton

The vote in favor was unanimous

2. 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. O. Walker stated there is a town hall slated for April 1<sup>st</sup> to allow the community and the developer to get together and discuss this particular item.

Mr. O. Walker moved, seconded by Mr. Malinowski, to defer the public hearing and item until the April Zoning Public Hearing.

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

Not Present: J. Walker and Newton

The vote in favor of deferral was unanimous.

3. Case # 21-004 MA  
Richard Bates  
CC1 to CC3 (2.63 acres) of 75.81 acres  
Crane Church [FIRST READING]

Mr. Livingston opened the floor to the public hearing

The applicant, Richard Bates, submitted comments in favor.

The floor to the public hearing was closed.

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

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

Not Present: J. Walker and Newton

The vote in favor was unanimous

4. Case # 21-005 MA  
James Charles Hester  
RU to NC (2.12 acres)  
1220 Dutch Fork Road  
TMS# R03303-01-01 [FIRST READING]

Mr. Malinowski stated, prior to the comments being read, he has a few questions. On p. 26 of the agenda, it indicates multi-family development should occur with access to roadways, adequate capacity and multi-modal transportation options. He inquired as to what is considered multi modal transportation options.

Mr. Crooks responded multi-modal transportation options would include biking, sidewalks, transit options (COMET), as well as regular vehicles.

Mr. Malinowski noted the only thing in this location is regular vehicles. There are no sidewalks, bikeways or paths, or bus service. To say this is in conformity with land use and design he would disagree. In addition, it states non-residential uses should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes. Again, there are no transportation modes, with the exception of personal vehicles or taxis. The road is currently operating at a level of service "F". The briefing documents states there are no plan or program improvement through the SCDOT or the Penny Sales Tax Program. He thought Penny Tax was taking the widening all the way up to the Milford Park Subdivision where the restaurant will be located. He also questioned the roadway entrance that goes into Milford Park. Some residents are concerned with the restaurant trying to use the road and put an entrance way off of that road. He would like to discuss his concerns with staff, the applicant and the community.

Mr. Malinowski, moved, seconded by Ms. McBride, to defer this item and the public hearing until the April Zoning Public Hearing.

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 the deferral was unanimous.

5. Case # 21-006 MA  
Richard Jackson  
PDD to RS-E (308.24 acres)  
Nina Lee Drive  
TMS# R14600-03-27 [First Reading]

Ms. Barron noted the developer requested deferral of this item. She stated she has had discussions with the community; however, the developer feels a face-to-face meeting would be more helpful for the community. The HOA president has agreed to the meeting.

**Zoning Pubic Hearing  
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Ms. Barron moved, seconded by Mr. Malinowski, to defer this item and the public hearing until the April Zoning Public Hearing.

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

Not Present: J. Walker

The vote in favor of deferral was unanimous.

6. Case # 21-007 MA  
Jessica Haygood  
NC/RU to LI (2 acres)  
1041 McCords Ferry Road  
TMS# R38000-03-01 & 02[FIRST READING]

Ms. English moved, seconded by Ms. Newton, to defer this item and the public hearing until the April Zoning Public Hearing.

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

Not Present: J. Walker

The vote in favor of deferral was unanimous.

7. Case # 21-008 MA  
Jatin Patel  
RU to GC (5.37 acres)  
10040 Wilson Blvd  
TMS# R14800-04-01 [FIRST READING]

Mr. Livingston opened the floor to the public hearing

The applicant, Mr. Jatin Patel, submitted comments.

The floor to the public hearing was closed.

Ms. Barron 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.

VI **OTHER BUSINESS** - Mr. Price provided a reminder to Council to submit information to staff regarding the Code Rewrite. Staff plans to meet with individual Councilmembers to discuss their respective districts.

VII. **ADJOURNMENT** - The meeting adjourned at approximately 7:30PM.



Richland County Council  
Special Called Meeting  
March 23, 2021 – Immediately following the Zoning Public Hearing  
Zoom Meeting

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

OTHERS PRESENT: Michelle Onley, Angela Weathersby, Kyle Holsclaw, Tamar Black, Lori Thomas, Leonardo Brown, Ashiya Myers, Elizabeth McLean, Clayton Voignier, Dale Welch, Dante Roberts, Lauren Hogan, John. Thompson, Michael Maloney, Stacey Hamm, Randy Pruitt, Bill Davis, Michael Byrd and Sandra Haynes

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:31 PM.
2. **ADOPTION OF AGENDA**- Ms. Barron 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.

3. **PERSONNEL MATTER: CLERK TO COUNCIL** – Mr. Livingston stated the item before them involved a contractual matter and would require Executive Session.

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

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

Not Present: J. Walker

The vote in favor was unanimous.

***Council went into Executive Session at approximately 7:34PM  
and came out at approximately 9:33PM***

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

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

Present Not voting: English

Not Present: J. Walker

**Special Called Meeting  
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The vote in favor was unanimous.

Ms. Mackey moved, seconded by Mr. Pugh, to direct the Acting County Attorney to make changes to the draft agreement as discussed in Executive Session and coordinate with HR and consultant, Find Great People.

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

Opposed: Malinowski

Present but Not Voting: English

Not Present: J. Walker

The vote was in favor.

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

In Favor: Malinowski

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

Present but Not Voting: English

Not Present: J. Walker

The motion for reconsideration failed.

4. **ADJOURNMENT** – The meeting adjourned at approximately 9:36pm.



## Report of the County Administrator

*Regular Session Meeting – April 6, 2021*

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### **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).

\*Level of Incidence remains in Moderate tier for current reporting period with Incidence Rate

♦continuing to see declining numbers

\*Percent Positive remains below 5% for current reporting period

#### **2. 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 April 10 at Doko Manor Park, 100 Alvina Hagood Circle
- 9 a.m.- 1 p.m. Saturday April 24 at St. Andrews Park, 920 Beatty Road, Columbia

### **ADDITIONAL UPDATES FOR CONSIDERATION:**

- Partnership to Use Columbia Place Mall as a COVID-19 Vaccination Site
- County Departments Accepting Appointments for In-Person Services
- Projected Timeline for Allowing Full Public Access
- Midlands Business Leadership Group (MBLG) – Regional Gateways Project

### **ATTACHMENTS:**

1. COVID-19 Statistical Data
2. Governor McMaster and SCDHEC Accelerate Vaccine Eligibility
3. Emergency Rental Assistance Program Outreach Efforts
4. MBLG Regional Gateways Project Summary
5. MBLG Regional Gateways Project Update

Number of Tests

34,867

Select Date Range  
to Filter Page Values

9/15/2021

3/30/2021

Percent Positive

3.9% Attachment 1

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



### Type of COVID-19 Tests Being Performed

	Negative	Positive	Grand Total
<b>Antibody (Serology)</b>	208	176	384
<b>Antigen</b>	5,227	559	5,786
<b>Viral (Molecular)</b>	27,567	1,130	28,697
<b>Grand Total</b>	33,002	1,865	34,867

**3.1%** of all COVID-19 diagnostic testing has occurred at the Public Health Laboratory

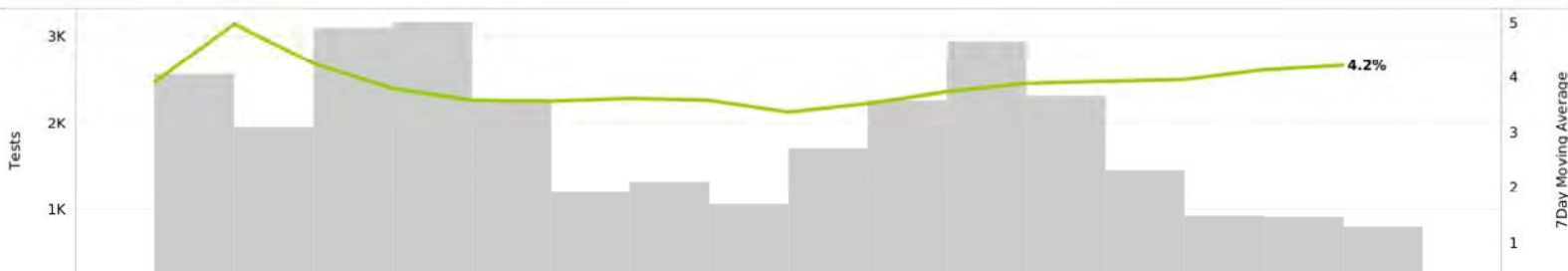
Note: This table represents volume of tests received and not distinct individuals tested. Individuals may have multiple tests.

\*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



**Tests****641,294****Cases****43,954****Hospitalizations****1,331****Deaths****529****Two Week Cumulative Incidence Rate**

The Two-Week Cumulative Incidence Rate includes new (confirmed) cases reported in the past two weeks (3/17/2021 -3/30/2021) 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

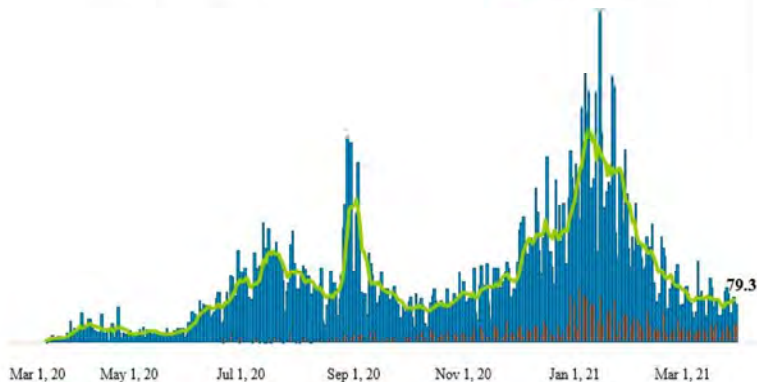
Moderate; 51-200

High; &gt;200

**Recovery Estimate South Carolina****97.4%****COVID-19 Cases per Day**

County Displayed: Richland

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

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

Midlands





March 26, 2021

**COLUMBIA, S.C.** – Governor Henry McMaster and the South Carolina Department of Health and Environmental Control (DHEC) announced today that all South Carolinians aged 16 and older will be eligible to receive the COVID-19 vaccine beginning March 31, 2021 and can begin scheduling their appointments as of next Wednesday.

“Our priority with the vaccine has been to save the lives of those at the greatest risk of dying. By staying the course and resisting distractions, we’ve expanded South Carolinians’ access and eligibility for vaccinations faster than originally anticipated,” **said Gov. Henry McMaster.**

“Thanks to the tremendous efforts of our state’s health care professionals, we are now able to make the vaccine available to anyone who wants it, and to do so ahead of schedule.”

“We started by making vaccine available to those who were most vulnerable to the effects of COVID-19; the elderly, those with high risk of exposure at work, and those with medical conditions that worsen the effects of COVID-19,” **said Dr. Edward Simmer, DHEC Director.**

“Today, about a year after the COVID-19 crisis began, we are now able to offer three very safe and effective vaccines to all South Carolina residents over the age of 16 – another step on our path to take control of COVID-19 instead of it controlling us and getting back to normal. ”

[On March 8](#), South Carolina moved into Phase 1b of the vaccination plan, which allowed those 55 and older, everyone with increased risk for severe COVID-19 disease, and all frontline workers with increased occupational risk to receive the vaccine. Since then, DHEC and other vaccine providers have administered an average of **23,323 doses** per day, totaling **419,816 administered doses** since March 8.

“Thanks to the outstanding work of many people, including volunteers, community groups, vaccine providers, and especially the people of South Carolina, we have given over 1.8 million doses of vaccine to over 1.1 million South Carolinians in just over three months, **said Simmer.**”

In all, DHEC and other vaccine providers have administered a total of **1,818,939 doses** of vaccine to South Carolina residents, with **1,163,103 South Carolinians** having received at least

one dose and **617,787** South Carolinians having completed vaccination. As of today, approximately 15% of South Carolina's population has been fully vaccinated.

### **Ages for Vaccines**

Currently, Pfizer is the only vaccine available to those aged 16-18. All three vaccines - Pfizer, Moderna and Janssen - are available to those aged 18 and older.

**According to CDC guidelines, [here's what you can do once you've been fully vaccinated.](#)**

“Spring, and especially Easter, is a time of hope, and with the COVID-19 vaccines becoming available to all South Carolinians, we can all be hopeful for a better tomorrow,” **said Simmer.** “I encourage all South Carolinians who have not been vaccinated to receive the vaccine as soon as possible and to continue to wear their masks, and socially distance, to ensure that we save as many lives as we can.”

### **How to make an appointment?**

Online appointments can be made by using [scdhec.gov/vaxlocator](https://scdhec.gov/vaxlocator) or you can call DHEC's COVID-19 Vaccine Information Line at 1-866-365-8110 for help.

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## ERAP COMMUNITY OUTREACH EFFORTS

Richland County's Public Information Office (PIO) and Government and Community Services (GCS) recommended and implemented a multi-pronged approach to inform landlords, organizations and renters – and the public in general – about the Emergency Rental Assistance Program. As a result, media organizations have reported heavily on the program and organizations are receptive to providing information to people who directly use their services.

This overview briefly outlines the efforts engaged and includes supporting documents:

### County Media Platforms

- Website, to include link to ERAP site
- Social Media
- Engage Richland Video
- Weekly e-newsletter

### Material Developed

- Flyer
- Social media card
- Utility bill Insert
- Video

### Community Outreach

- Newsletter and targeted emails
- News Media
- Government Agencies
- Community Organizations

### Paid Media

- Community newspapers
- OTT content

### Earned Media

- News releases disseminated
- News coverage
- Media interviews

## **COUNTY MEDIA PLATFORMS**

PIO established the ERA Program informational page on the County website at [www.richlandcountysc.gov/era](http://www.richlandcountysc.gov/era). Two news releases about the program were disseminated and posted on the website. In addition, information about the program is being shared on the County's social media sites, the weekly newsletter and most recent Engage Richland program.

## **MATERIAL DEVELOPED**

Following are samples of materials developed to promote ERAP.



# EMERGENCY RENTAL ASSISTANCE PROGRAM (ERA)

Millions in federal funding are available for qualifying households in Richland County that are unable to pay rent and utilities because of COVID-19.

Find updated information on this program, which opens April 5:

[www.richlandcountysc.gov/era](http://www.richlandcountysc.gov/era)

You should have the following documents ready to apply;

- Current driver's license or other government-issued ID
  - Signed lease agreement (all pages)
  - Narrative of financial hardship because of COVID-19 (e.g., *termination letter, written narrative, proof of unemployment*)
    - Proof of income
- For rental assistance: eviction notice or late rental payment notice, and the amount of arrears by month
- For utility assistance: notice to disconnect, and/or a statement of unpaid utilities in a household member's name at the rented address
- If prior assistance received: documentation of the amounts received to include agency providing the assistance, specific type of assistance (rent, utilities, etc.) and the amount of assistance received by month

Applications also can be submitted in person:

- The County's Department of Government and Community Services will offer in-person assistance by appointment only.  
Schedule an appointment for April 5 or later by visiting [www.richlandcountysc.gov/all-appointments](http://www.richlandcountysc.gov/all-appointments) or calling 803-576-1513.
- Richland Library offers assistance to help you complete the ERAP application. Schedule an appointment by calling 803-509-8371, texting 803-386-8606 or emailing [socialworker@richlandlibrary.com](mailto:socialworker@richlandlibrary.com).

**Starting April 5, apply online  
or by phone: 855-216-9198**





# RENTAL ASSISTANCE

Starting **Monday, April 5**, Richland County renters who are behind on rent and utility bills because of the COVID-19 pandemic can begin applying for the County's Emergency Rental Assistance Program (ERAP). Qualifying renters can receive up to a year of rental and utility assistance, which may include help with your Richland County utility bills.

Visit [www.richlandcountysc.gov/ERA](http://www.richlandcountysc.gov/ERA) to learn more. On or after April 5, access the ERAP application online or call toll free, **855-216-9198**.





# RENTAL ASSISTANCE

On **Monday, April 5**, renters who are behind on rent and utility bills because of the COVID-19 pandemic can begin applying for Richland County's Emergency Rental Assistance Program (ERAP). Qualifying renters can receive up to a year of rental and utility assistance.

Visit [www.richlandcountysc.gov/ERA](http://www.richlandcountysc.gov/ERA) to learn more. On or after April 5, access the ERAP application online or call toll free, **855-216-9198**.





## **COMMUNITY OUTREACH**

Organizations that contacted the County leading up to the April 5 rollout of ERAP include SC Appleseed Legal Justice Center and the Apartment Association of Greater Columbia.

GCS has reached out to several organizations to give them notice of the program so they can help the people they serve. Additionally, GCS is preparing information packets to deliver in person to various apartment complexes to reach tenants and landlords where they are.

GCS also is sending targeted emails to specific stakeholders (churches, neighborhood/homeowner associations, rental agencies, etc.).

Following is a list of organizations GCS engaged.

Organization Name	Mailing Address	Street Address
The COMET		3613 Lucius Rd
Richland Library RCSD Richland School District 1 Richland School District 2 Lexington-Richland School District 5		1431 Assembly Street 5623 Two Notch Road
University of SC - Housing Able SC Able SC Veterans Center Lower Richland NAACP Columbia NAACP		Patterson Hall, 1520 Devine Street 720 Gracern Rd, Suite 106 720 Gracern Rd, Suite 106 1710 Richland Street, Suite A
Columbia NAACP Columbia Urban League, Inc		1114 Blanding Street 1400 Barnwell Street
Latino Communications CDC Harriet Hancock LGBT Center		1805 Clemson Road #292021 1108 Woodrow Street

Organization Name	Mailing Address	Street Address
City of Columbia - Assistant City Mgr	P.O. Box 147	
City of Columbia - Community Development Director		
City of Columbia - PIO		
Town of Arcadia Lakes		
Town of Blythewood	PO Box 1004	171 Langford Road
Town of Eastover		
City of Cayce		
City of Forest Acres		
Town of Irmo		
SC Housing		
SC Thrive		

<b>Organization Name</b>	<b>Mailing Address</b>	<b>Street Address</b>
SC Appleseed Legal Justice Center	PO Box 7187, Columbia, SC 29202	1518 Washington Street
Apartment Association of Greater Columbia	PO Box 7515, Columbia, SC 29202	
SC Legal Services		2109 Bull Street
Richland County Magistrates		7615 A Wilson Boulevard

Organization Name	Mailing Address	Street Address
Transitions/Midlands Housing	2025 Main Street	
Alliance		
The Cooperative Ministry		
Family Promise of the Midlands		
Homeless No More		
SCACED		

<b>Organization Name</b>	<b>Mailing Address</b>	<b>Street Address</b>
Dominion Energy		
Fairfield Electric Cooperative	PO Box 2500	
City of Columbia Water & Sewer		
Palmetto Utilities		
Richland Utilities		
Town of Winnsboro Water		
Town of Winnsboro Electric		
Town of Winnsboro - Asst Admin		
Tri County Cooperative		

## **PAID MEDIA**

Following is information about the advertising purchased to promote ERAP.

# Rental Assistance Program Media Overview



Prepared by: **buonasera**  
48 of 279 media services llc



# Campaign Objective

The campaign objective will be to promote the Emergency Rental Assistance Program to Richland County residents. The ERA program will help local households experiencing difficulties in paying rent and utilities as a result of the COVID-19 pandemic. Application process will open on April 5, 2021.

This campaign will raise awareness about the ERA program to all Richland County residents with some targeting to residents that are renters, unemployed or have a household income of \$47,950 annual income or less.



# Awareness Options



## Print

¼ page Full Color ad in local newspapers to boost awareness of the Emergency Rental Assistance Program. If approval on plan and creative is received in time, some publications may be able to run on 4/1/21 or 4/2/21 depending on the publication day and deadlines. If deadline has passed, we are able to run a revised message 4/8/21 or 4/9/21 that will read that applications are now being accepted with instructions on how to apply.

- Northeast News – Thursday, 4/1/21 if possible or Thursday, 4/8/21 with updated message
- Columbia Star – Friday, 4/2/21 if possible – Friday, 4/9/21 with updated message
- The Voice of Blythewood – Thursday 4/1/21 if possible – Thursday 4/8/21 with updated message
- Carolina Panorama – Thursday, 4/1/21 if possible or Thursday 4/8/21 with updated message
- Fort Jackson Leader – Thursday, 4/1/21 if possible or Thursday 4/8/21 with updated message
- Blythewood Chronicle – Thursday, 4/1/21 if possible or Thursday, 4/8/21 with updated message



# Targeted Options



## OTT Video

### OTT Video

- Targeted to renters, HHI of \$47,950 or less and/or unemployed in Richland County
- :30 video spot that runs across streaming devices such as Roku and Firestick
- 150,000 estimated video plays

# Richland Campaign Summary

For this campaign, we would implement print and radio to boost awareness of the Rental Assistance Program and Targeted Email and OTT to focus on targeting the specific audience that qualify for the program

- **Print** – 1 Quarter page ad in Columbia Star, The Northeast News, The Voice of Blythewood, Blythewood Country Chronicle, Carolina Panorama and Fort Jackson Leader  
**= \$3,861.78**
- **OTT** – Estimated 150,000 video plays on connected TV devices targeting renters in Richland County with income below \$47,950 and/or unemployed  
**= \$1,764.71**

**Total Campaign Cost: \$5,626.49**



## **EARNED MEDIA**

Following is a compilation of media coverage about ERAP. In addition, representatives of the County have discussed the program with various news outlets and personalities, to include Tre Taylor, P.A. Bennett, WIS, WACH and more.



Public Information Office

# NEWS RELEASE

Visit us online at [richlandcountysc.gov](http://richlandcountysc.gov)  
Email us at [PIO@richlandcountysc.gov](mailto:PIO@richlandcountysc.gov)

**FOR IMMEDIATE RELEASE:**

March 17, 2021

## **Richland County Providing \$12.5M in Emergency Aid to Renters**

(Richland PIO) – Richland County renters seeking relief from past due and unpaid rent and utilities could qualify for a COVID-19 Emergency Rental Assistance Program (ERAP) that opens Monday, April 5.

With the \$12.5 million grant from the U.S. Treasury, the County aims to help stabilize housing and provide peace of mind to vulnerable renters.

The program will provide up to 12 months of rental and utility assistance for eligible households, plus an additional three months if funds are available and the County determines the extra months are needed to ensure housing stability. Funding must be used to reduce the household's rental and utility arrears before future rent and utility payments can be made. Once rental and utility arrears are reduced, future rent and utility payments for up to three months at a time can be considered.

ERAP will not provide assistance that duplicates any other federally funded rental and utility assistance provided for the same time period.

To be eligible, a household must be renting or have rented during the COVID-19 pandemic and include at least one individual who fits each of the following criteria:

- Qualifies for unemployment or has seen a reduction in household income, incurred significant costs or experienced financial hardship because of COVID-19
- Demonstrates a risk of experiencing homelessness or housing instability
- Has an annual household income at or below 80 percent of Richland County's area median income (AMI).

Households with incomes at or below 50 percent of AMI will be prioritized. Priority will also be given to eligible households that include at least one person who has been unemployed for 90 days before they apply for assistance. Information on AMI and household income limits for Richland County is available [online](#).

Beginning April 5, applications will be accepted from eligible renters or from owners/landlords and/or utility providers on behalf of renters. Funds generally will be paid directly to landlords and/or utility providers unless the landlord/utility provider does not want to participate.

To ensure they can quickly provide all required information at the time of their program application, applicants should be prepared to provide the following information:

1. Name and contact information.
2. Address – Household applicants must reside in a rental property within Richland County.
3. Status – renter or landlord?
4. Copy of an applicable lease agreement or self-attestation in the absence of a lease agreement.
5. Household Income – must be below 80 percent AMI.
6. Rental/utility payment status
7. In arrears or prospective?
8. Impact of COVID-19
9. Is there economic hardship? How?
10. Is there a risk of homelessness or housing instability? How?

To help with the application process, residents will be provided a toll-free number and a link to information for the program online before April 5, the program’s launch date.

**2020 Maximum Total Household Income Limits**

(Effective April 1, 2020, for Richland County)

Family Size	Very Low Income	Low Income
	50% or below of Area Median Income (\$)	51%-80% of Area Median Income (\$)
1	24,450	40,700
2	29,050	46,500
3	32,700	52,300
4	36,300	58,100
5	39,250	62,750
6	42,150	67,400
7	45,050	72,050

8	47,950	76,700
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Source: <https://www.huduser.gov/portal/datasets/il/il2020/2020summary.odn>

##





Public Information Office

# NEWS RELEASE

Visit us online at [richlandcountysc.gov](http://richlandcountysc.gov)  
Email us at [PIO@richlandcountysc.gov](mailto:PIO@richlandcountysc.gov)

**FOR IMMEDIATE RELEASE:**

March 29, 2021

**County Announces Phone Line, Online Portal for Rental Assistance Program**

*Toll-free number and web link launch at 8:30 a.m. April 5; in-person assistance available*

(Richland PIO) – Richland County will begin accepting applications – by phone and online – at 8:30 a.m. Monday, April 5, for its Emergency Rental Assistance Program (ERAP) to help eligible residents pay rent and utility bills.

The County is announcing the phone line and online portal prior to April 5 so that residents can prepare to apply, but neither will be active before the launch date. In addition, residents can soon begin scheduling in-person appointments to get help submitting their application.

Residents are encouraged to apply online for faster processing of their applications, as documentation must be submitted and can be uploaded through the online portal. For residents without internet access or who need help completing the application, the phone line, as well as in-person assistance, will be available.

The U.S. Treasury awarded Richland County \$12.5 million to help qualifying renters who have been impacted by COVID-19. The program provides up to 12 months of rental and utility assistance, plus an additional three months if funds are available and the County determines the extra months are needed to ensure housing stability. The County encourages eligible renters to apply, as well as owners/landlords on behalf of renters.

Starting at 8:30 a.m. April 5, residents can:

- Access the ERAP [application](#) online directly\* or through the County's website at [www.richlandcountysc.gov](http://www.richlandcountysc.gov); or
- Call the program's toll-free number: 855-216-9198.

The phone line will be open 8:30 a.m.-4:30 p.m. Monday-Friday and 8:30 a.m.-12:30 p.m. Saturdays.

Applications also can be submitted in person:

- The County’s Department of Government and Community Services will offer in-person assistance on a limited basis and by appointment only. Residents are urged to review the ERAP information and must bring all required documentation to their appointment. Beginning Thursday, April 1, residents can schedule appointments for April 5 or later by visiting [www.richlandcountysc.gov/all-appointments](http://www.richlandcountysc.gov/all-appointments) or calling 803-576-1513.
- Richland Library is offering assistance to residents who need help completing the application. Applicants can schedule an appointment with a member of the library’s Social Work team by calling 803-509-8371, texting 803-386-8606 or emailing [socialworker@richlandlibrary.com](mailto:socialworker@richlandlibrary.com).

Residents who lack in-home internet service and prefer to apply online on their own can take advantage of services offered by Richland Library.

The library’s HomeSpot lending program allows residents to borrow a Wi-Fi hot spot for internet access at home. For details, call 803-569-3563 or email [Hotspot@richlandlibrary.com](mailto:Hotspot@richlandlibrary.com). Free outdoor Wi-Fi is available at all 13 Richland Library locations.

Additionally, eight locations are open for free indoor computer use:

- Main, 1431 Assembly St., Columbia
- Ballentine, 1200 Dutch Fork Road, Irmo
- North Main, 5306 N. Main St., Columbia
- Sandhills, 763 Fashion Drive, Columbia
- Southeast, 7421 Garners Ferry Road, Columbia
- St. Andrews, 2916 Broad River Road, Columbia
- Eastover, 608 Main St., Eastover
- Northeast, 7490 Parklane Road, Columbia

Whether applying online, by phone or in person, all applicants should be prepared to provide the following information with documentation (Social Security information is requested, but not required or mandatory to apply):

1. Name and contact information
2. Address – household applicants must reside in a rental property within Richland County
3. Status – renter or landlord?
4. Copy of an applicable lease agreement or self-attestation in the absence of a lease agreement
5. Household income – must be below 80 percent of Area Median Income (AMI)
6. Rental/utility payment status
7. In arrears or prospective?
8. Impact of COVID-19
9. Is there economic hardship? How?
10. Is there a risk of homelessness or housing instability? How?

ERAP funds must be used to reduce past-due rental and utility balances before future rent payments can be made. Once past-due balances are settled, the County will consider future rent payments for up to three months at a time.

Find more information, including updated rules and [frequently asked questions](#) on ERAP, at [www.richlandcountysc.gov/ERA](http://www.richlandcountysc.gov/ERA).

**\*EMERGENCY RENTAL ASSISTANCE PROGRAM KEY TAKEAWAYS:**

- Online portal and phone line open 8:30 a.m. Monday, April 5
- Apply online at <https://portal.neighborlysoftware.com/erap-richlandcountysc/Participant> or through a link on the County website at [www.richlandcountysc.gov](http://www.richlandcountysc.gov).
- Call 855-216-9198 to apply by phone.
- Information on the program can be found on the [FAQ page](#) on the County's website and on the County's [YouTube page](#).
- Appointments for in-person assistance to complete the application are available at the County's Department of Government and Community Services and Richland Library.
- Have all necessary documents when applying online, by phone or in person. Social Security information is requested, but not required or mandatory to apply.

##



The Public Information Office conducts online searches for news stories that reference Richland County Government or have some relevance or significance to County operations, services, programs and initiatives. Reports on school districts, the Sheriff's Department or criminal activity usually are excluded.

**DATE: March 31, 2021**

**ERAP Clippings:**

**WIS**

## Richland County providing \$12.5 million in emergency aid to renters

By [Emily Wakeman](#) and [Jazmine Greene](#) | March 18, 2021 at 12:08 AM EDT - Updated March 19 at 7:32 PM

<https://www.wistv.com/2021/03/19/richland-county-providing-million-emergency-aid-renters/>

COLUMBIA, S.C. (WIS) - Richland County renters searching for relief from past due and unpaid rent or utility bills may qualify for a COVID-19 Emergency Rental Assistance Program.

The \$12.5 million grant from the U.S. Treasury aims to help stabilize housing and provide peace of mind to vulnerable renters.

The program will provide up to 12 months of rental and utility assistance for eligible households. An additional three months of funds are available if needed to ensure housing stability.

District 7 Richland County Councilwoman, Gretchen Barron, said the program is a sigh of relief for many residents who have found themselves in a cycle of being behind on their rent or utility payments.

"We've been hit so hard over the last year," Barron said. "Now having this reprieve that will help with the rent as well as utilities; I was very excited."

Funding must be used to reduce the household's rental and utility arrears before future rent and utility payments can be made. Once rental and utility arrears are reduced, future rent and utility payments for up to three months at a time can be considered.

"Maybe they've missed some payments, gotten an eviction notice from a landlord, or are just struggling to make ends meet," Chris Winston, SC Housing Spokesperson, said. "A lot of our population in South Carolina are in industries that were hit really hard by the pandemic -- tourism, retail, the restaurant industry."

ERAP will not provide assistance that duplicates any other federally funded rental and utility assistance provided for the same time period.

To be eligible, a household must be renting or have rented during the COVID-19 pandemic and include at least one individual who fits each of the following criteria:

1. Qualifies for unemployment or has seen a reduction in household income, incurred significant costs, or experienced financial hardship because of COVID-19.
2. Demonstrates a risk of experiencing homelessness or housing instability.
3. Has an annual household income at or below 80% of Richland County's area median income (AMI).

The money comes from a \$346 million pot the federal government allocated for renters assistance in South Carolina. Seven counties with more than 200,000 residents qualified to receive their own allocation of the assistance, including Richland County.

"So what you saw were seven counties that represented about \$74 million of what was individually given out," Winston said.

Households with incomes at or below 50% of AMI will be prioritized. Priority will also be given to eligible households that include at least one person who has been unemployed for 90 days before they apply for assistance.

Information on AMI and household income limits for Richland County is available [online](#).

Barron said her priority is making sure it goes to those who need it most.

"My concern now, as we've seen across the country when these programs become available -- the funds are gone away within 24 or 48 hours," Barron said. "They've been expended. Now my concern is for that renter or that small landlord who only has one or two pieces of property, making sure they have a fair chance at getting these funds."

Beginning April 5, applications will be accepted from eligible renters or from owners/landlords and/or utility providers on behalf of renters. Funds generally will be paid directly to landlords and/or utility providers unless the landlord/utility provider does not want to participate.

To ensure they can quickly provide all required information at the time of their program application, applicants should be prepared to provide the following information:

1. Name and contact information.
2. Address –Household applicants must reside in rental property within Richland County.
3. Status –renter or landlord?
4. Copy of an applicable lease agreement or self-attestation in the absence of a lease agreement.
5. Household Income –must be below 80% AMI.
6. Rental/utility payment status
7. In arrears or prospective?
8. Impact of COVID-19?
9. Is there economic hardship? How?

10. Is there a risk of homelessness or housing instability? How?

For more information about the program or the application process, click [here](#).

## Richland Co. announces phone, online portal for rental assistance program

Toll-free number and web link launch at 8:30 a.m. April 5.

By [WIS News 10 Staff](#) | March 29, 2021 at 12:55 PM EDT - Updated March 29 at 4:34 PM  
<https://www.wistv.com/2021/03/29/richland-co-announces-phone-online-portal-rental-assistance-program/>

COLUMBIA, S.C. (WIS) - Residents in Richland County struggling to make rent or pay utilities will soon be able to apply for rental assistance by phone and online.

Richland County will begin accepting applications by phone and online at 8:30 a.m. Monday, April 5, for its Emergency Rental Assistance Program in order to help eligible residents pay rent and utility bills.

Officials say they made the announcement early in order for residents to make preparations. Neither phone or online option will be active before the launch date.

Residents can also soon begin scheduling in-person appointments to get help submitting their application.

Residents are encouraged to apply online for faster processing of their applications, as documentation must be submitted and can be uploaded through the online portal. For residents without internet access or who need help completing the application, the phone line, as well as in-person assistance, will be available.

The U.S. Treasury recently awarded Richland County \$12.5 million to help qualifying renters who have been impacted by COVID-19.

The Emergency Rental Assistance Program provides up to 12 months of rental and utility assistance, plus an additional three months if funds are available if needed to ensure housing stability.

Officials encourage eligible renters to apply, as well as owners/landlords on behalf of renters.

Beginning at 8:30 a.m. April 5, residents can access the ERAP application online through the County's website at [www.richlandcountysc.gov](http://www.richlandcountysc.gov), or they can call the program's toll-free number at 855-216-9198.

The phone line will be open from 8:30 a.m. until 4:30 p.m. Monday thru Friday and on Saturdays from 8:30 a.m. until 12:30 p.m..

Residents without in-home internet service can use the HomeSpot lending program offered by Richland Library.

The HomeSpot lending program allows residents to borrow a Wi-Fi hot spot for internet access at home. For details, call 803-569-3563. Free outdoor Wi-Fi is available at all 13 Richland Library locations.

Eight additional locations are open for free indoor computer use:

- Main, 1431 Assembly St., Columbia
- Ballentine, 1200 Dutch Fork Road, Irmo
- North Main, 5306 N. Main St., Columbia
- Sandhills, 763 Fashion Drive, Columbia
- Southeast, 7421 Garners Ferry Road, Columbia
- St. Andrews, 2916 Broad River Road, Columbia
- Eastover, 608 Main St., Eastover
- Northeast, 7490 Parklane Road, Columbia

All applicants should be prepared to provide the following information with documentation (*Social Security information is requested, but not required or mandatory to apply*):

- Name and contact information
- Address – household applicants must reside in a rental property within Richland County
- Status – renter or landlord?
- Copy of an applicable lease agreement or self-attestation in the absence of a lease agreement
- Household income – must be below 80 percent of Area Median Income (AMI)
- Rental/utility payment status
- In arrears or prospective?
- Impact of COVID-19
- Is there economic hardship? How?
- Is there a risk of homelessness or housing instability? How?

Officials say ERAP funds must be used to reduce past-due rental and utility balances before future rent payments can be made. Once past-due balances are settled, the County will consider future rent payments for up to three months at a time.

Find more information, including updated rules and frequently asked questions on ERAP, at [www.richlandcountysc.gov/ERA](http://www.richlandcountysc.gov/ERA).

**WLTX**

# A program to help those struggling to pay rent discussed by Richland county

The the Emergency Rental Assistance Program is for those who are struggling to pay rent or their utilities due to the pandemic

<https://www.wltx.com/article/news/health/coronavirus/a-program-to-help-pay-rent-utilities-for-those-having-trouble-because-of-the-pandemic/101-6e081f31-1026-47b4-a56e-cc92178430a9>

RICHLAND COUNTY, S.C. — Richland County leaders met Thursday afternoon to discuss COVID-19 relief as the pandemic continues.

One of the topics the Richland County Coronavirus Committee discussed during the meeting was the Emergency Rental Assistance Program.

The program is meant to help those in Richland County who are struggling to pay rent and utilities due to the pandemic.

It's a part of the [Consolidates Appropriations Act](#) that was passed by Congress and signed into law in December.

According to Wikipedia, "The Consolidated Appropriations Act, 2021 (H.R. 133) is a \$2.3 trillion spending bill that combines \$900 billion in stimulus relief for Covid with a \$1.4 trillion omnibus spending bill for the 2021 federal fiscal year (combining 12 separate annual appropriations bills) and prevents a government shutdown.

It goes on to say that, "The bill is one of the largest spending measures ever enacted, surpassing the \$2.2 trillion CARES Act, enacted in March 2020. The legislation is the first bill to address the pandemic since April 2020. According to the Senate Historical Office at 5,593 pages, the legislation is the longest bill ever passed by Congress."

More than \$12 million was allocated to Richland County.

At this point, this program is not in full swing as of yet. The committee is continuing discussion on how it would work.

Mike King, the Assistant Director of Emergency Services, says there are three principles they are focusing on.

"Fairness, equity, transparency and it's important for everyone to know this program is designed to benefit all of Richland County whether you live within a municipality or you don't live within a municipality," said King. "Every eligible Richland County Resident will have the opportunity to apply for this program."

The committee discussed that the money could either go directly to the tenant or to the landlords.



# \$12.5 million in emergency funds available to Richland County renters, beginning April 5

<https://www.wltx.com/video/news/local/125-million-in-emergency-funds-available-to-richland-county-renters-beginning-april-5/101-5bd89e98-924b-466a-8f3a-e01e34feb930>

ABC COLUMBIA

## **Richland County accepting Emergency Rental Assistance applications beginning April 5**

*Mar 29, 2021 11:49 AM EDT*

[Mike Olson](#)

<https://www.abccolumbia.com/2021/03/29/richland-county-accepting-emergency-rental-assistance-applications-beginning-april-5/>

COLUMBIA, SC (WOLO)— In addition to the strain on the health care system, the COVID-19 pandemic has also impacted some people’s ability to pay rent. Monday, Richland County announced that, beginning April 5, it will begin accepting applications for its Emergency Rental Assistance Program. The United States Treasury Department awarded the county \$12.5 million to help renters impacted by COVID-19.

The program provides up to 12 months of rental and utility assistance, plus an additional three months if funds are available.

County officials encourage those applying to do so online, as it is faster and you will be able to more easily upload the necessary documents through the online portal. You can apply for rental assistance [online directly](#) or through the [Richland County website](#).

Those without internet access can also apply by calling 855-216-9198. County officials say this phone line will be open Monday-Friday from 8:30 a.m.-4:30 p.m. and on Saturdays from 8:30 a.m.-12:30 p.m.

If you would like to submit your application in person, you can make an appointment for on or after April 5 by visiting [www.richlandcountysc.gov/all-appointments](http://www.richlandcountysc.gov/all-appointments) or calling 803-576-1513.

The Richland Library is also offering in-person assistance for filling out an application. You can make an appointment for assistance by calling 803-509-8371, texting 803-386-8606 or emailing [socialworker@richlandlibrary.com](mailto:socialworker@richlandlibrary.com).

According to officials, you must provide the following documentation and information when you apply:

- Name and contact information

- Address (household applicants must reside in a rental property within Richland County)
- Status (renter or landlord?)
- Copy of an applicable lease agreement or self-attestation in the absence of a lease agreement
- Household income [must be below 80% of Area Median Income (AMI)]
- Rental/utility payment status
- In arrears or prospective?
- Impact of COVID-19
- Is there economic hardship? How?
- Is there a risk of homelessness or housing instability? How?

WACH FOX

## Rental, utility bill assistance applications start April 5 for Richland County residents

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by Celeste Cannon  
Monday, March 29th 2021

<https://wach.com/news/local/rental-utility-bill-assistance-applications-start-april-5-for-richland-county-residents>

COLUMBIA, SC (WACH) — Richland County has announced that beginning on April 5 they will start accepting applications for rental and utility bills assistance by phone and online through their Emergency Rental Assistance Program (ERAP).

The toll-free number and web link will launch at 8:30 Monday morning. In-person assistance is available as well, according to The County.

***The County is announcing the phone line and online portal prior to April 5 so that residents can prepare to apply, but neither will be active before the launch date. In addition, residents can soon begin scheduling in-person appointments to get help submitting their application.***

If you are in need of help, residents are asked to apply online for quicker processing of their applications. Any documents needed can be uploaded through the online portal.

Anyone without internet access or who needs help completing the application can call in or request in-person assistance, said The County.

According to The County, ERAP funds must be used to reduce past-due rental and utility balances before future rent payments can be made.

Once past-due balances are settled, the County will consider future rent payments for up to three months at a time.

***The U.S. Treasury awarded Richland County \$12.5 million to help qualifying renters who have been impacted by COVID-19. The program provides up to 12 months of rental and utility assistance, plus an additional three months if funds are available and the County determines the extra months are needed to ensure housing stability. The County encourages eligible renters to apply, as well as owners/landlords on behalf of renters.***

Starting at 8:30 a.m. April 5, residents can:

Access the ERAP application online directly\* or through the [County's website by clicking here.](#)

Call the program's toll-free number: 855-216-9198.

The phone line will be open 8:30 a.m.-4:30 p.m. Monday-Friday and 8:30 a.m.-12:30 p.m. Saturdays.

Applications also can be submitted in person:

The County's Department of Government and Community Services will offer in-person assistance on a limited basis and by appointment only. Residents are urged to review the ERAP information and must bring all required documentation to their appointment. Beginning Thursday, April 1, residents can schedule appointments for April 5 or later by visiting [www.richlandcountysc.gov/all-appointments](http://www.richlandcountysc.gov/all-appointments) or calling 803-576-1513.

Richland Library is offering assistance to residents who need help completing the application. Applicants can schedule an appointment with a member of the library's Social Work team by calling 803-509-8371, texting 803-386-8606 or emailing [socialworker@richlandlibrary.com](mailto:socialworker@richlandlibrary.com).

Residents who don't have in-home internet service but want to apply online can take advantage of services offered by Richland Library.

The library's HomeSpot lending program allows residents to borrow a Wi-Fi hot spot for internet access at home. For details, call 803-569-3563 or email [Hotspot@richlandlibrary.com](mailto:Hotspot@richlandlibrary.com). Free outdoor Wi-Fi is available at all 13 Richland Library locations.

Additionally, eight locations are open for free indoor computer use:

Main, 1431 Assembly St., Columbia

Ballentine, 1200 Dutch Fork Road, Irmo

North Main, 5306 N. Main St., Columbia

Sandhills, 763 Fashion Drive, Columbia

Southeast, 7421 Garners Ferry Road, Columbia

St. Andrews, 2916 Broad River Road, Columbia

Eastover, 608 Main St., Eastover

Northeast, 7490 Parklane Road, Columbia

**Whether applying online, by phone or in person, all applicants should be prepared to provide the following information with documentation (Social Security information is requested, but not required or mandatory to apply):**

- 1.Name and contact information
- 2.Address – household applicants must reside in a rental property within Richland County
- 3.Status – renter or landlord?
- 4.Copy of an applicable lease agreement or self-attestation in the absence of a lease agreement
- 5.Household income – must be below 80 percent of Area Median Income (AMI)
- 6.Rental/utility payment status
- 7.In arrears or prospective?
- 8.Impact of COVID-19
- 9.Is there economic hardship? How?
- 10.Is there a risk of homelessness or housing instability? How?

Find more information, including updated rules and frequently asked questions on ERAP, at [www.richlandcountysc.gov/ERA](http://www.richlandcountysc.gov/ERA).

## Richland County will offer renters help with unpaid rent, utilities with \$12.5M grant

- **By Stephen Fastenau** [sfastenau@postandcourier.com](mailto:sfastenau@postandcourier.com)
- Mar 18, 2021 Updated Mar 22, 2021

[https://www.postandcourier.com/columbia/richland-county-will-offer-renters-help-with-unpaid-rent-utilities-with-12-5m-grant/article\\_28a6cc14-87ef-11eb-a55c-3f3590230b36.html](https://www.postandcourier.com/columbia/richland-county-will-offer-renters-help-with-unpaid-rent-utilities-with-12-5m-grant/article_28a6cc14-87ef-11eb-a55c-3f3590230b36.html)

COLUMBIA — Richland County residents who need help with rent and utilities could get it through a program beginning in April.

With a \$12.5 million grant from the U.S. Treasury, the county will offer eligible households help with rent and utilities for up to 12 months. Past due rent and utility bills would be paid first and then future rent and utility payments will be considered in three-month increments, a county release said.

The program will open April 5. Richland County will provide a toll-free number and website with information ahead of the launch, the release said.

Preliminary information about the program is on [www.richlandcountysc.gov](http://www.richlandcountysc.gov).

To be eligible, at least one member of a household that rents their home or rented during the pandemic must meet the following criteria:

- Qualifies for unemployment or has seen a reduction in household income, incurred significant costs or experienced financial hardship because of COVID-19.
- Demonstrates a risk of experiencing homelessness or housing instability.
- Has an annual household income at or below 80 percent of Richland County's area median income.

Homes at or below 50 percent of the area median income will receive priority, the county said. For a family of four in Richland County, that threshold is \$36,200, according to federal housing data.

Richland County Council members said this week the county needs to work to ensure everyone is aware of the money available. The county plans to partner with organizations that work closely with renters to help spread the word, public information officer Beverly Harris said.

If the county distributes 65 percent of its allotted rental assistance money by the end of September, it could be eligible for more under provisions in the federal relief package, county disaster chief Michael King said.

“We’ve got to do our due diligence to ensure that everyone is included and no one is excluded, especially for something as sensitive as this,” council member Gretchen Barron said during a meeting Tuesday. “Noting that people’s housing is in the balance if we don’t do our part to do that.”

## MIDLANDS BIZ

# County announces phone line, online portal for Rental Assistance Program

March 29, 2021

<https://whosonthemove.com/county-announces-phone-line-online-portal-for-rental-assistance-program/>

**Toll-free number and web link launch at 8:30 a.m. April 5; in-person assistance available**

Richland County will begin accepting applications – by phone and online – at 8:30 a.m. Monday, April 5, for its Emergency Rental Assistance Program (ERAP) to help eligible residents pay rent and utility bills.

The County is announcing the phone line and online portal prior to April 5 so that residents can prepare to apply, but neither will be active before the launch date. In addition, residents can soon begin scheduling in-person appointments to get help submitting their application.

Residents are encouraged to apply online for faster processing of their applications, as documentation must be submitted and can be uploaded through the online portal. For residents without internet access or who need help completing the application, the phone line, as well as in-person assistance, will be available.

The U.S. Treasury awarded Richland County \$12.5 million to help qualifying renters who have been impacted by COVID-19. The program provides up to 12 months of rental and utility assistance, plus an additional three months if funds are available and the County determines the extra months are needed to ensure housing stability. The County encourages eligible renters to apply, as well as owners/landlords on behalf of renters.

Starting at 8:30 a.m. April 5, residents can:

- Access the ERAP [application](#) online directly\* or through the County's website at [www.richlandcountysc.gov](http://www.richlandcountysc.gov); or
- Call the program's toll-free number: 855-216-9198.

The phone line will be open 8:30 a.m.-4:30 p.m. Monday-Friday and 8:30 a.m.-12:30 p.m. Saturdays.

Applications also can be submitted in person:

- The County's Department of Government and Community Services will offer in-person assistance on a limited basis and by appointment only. Residents are urged to review the ERAP information and must bring all required documentation to their appointment. Beginning Thursday, April 1, residents can schedule appointments for April 5 or later by visiting [www.richlandcountysc.gov/all-appointments](http://www.richlandcountysc.gov/all-appointments) or calling 803-576-1513.
- Richland Library is offering assistance to residents who need help completing the application. Applicants can schedule an appointment with a member of the library's Social Work team by calling 803-509-8371, texting 803-386-8606 or emailing [socialworker@richlandlibrary.com](mailto:socialworker@richlandlibrary.com).

Residents who lack in-home internet service and prefer to apply online on their own can take advantage of services offered by Richland Library.

The library's HomeSpot lending program allows residents to borrow a Wi-Fi hot spot for internet access at home. For details, call 803-569-3563 or email [Hotspot@richlandlibrary.com](mailto:Hotspot@richlandlibrary.com). Free outdoor Wi-Fi is available at all 13 Richland Library locations.

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Whether applying online, by phone or in person, all applicants should be prepared to provide the following information with documentation (Social Security information is requested, but not required or mandatory to apply):

1. Name and contact information
2. Address – household applicants must reside in a rental property within Richland County
3. Status – renter or landlord?
4. Copy of an applicable lease agreement or self-attestation in the absence of a lease agreement
5. Household income – must be below 80 percent of Area Median Income (AMI)
6. Rental/utility payment status
7. In arrears or prospective?
8. Impact of COVID-19
9. Is there economic hardship? How?
10. Is there a risk of homelessness or housing instability? How?

ERAP funds must be used to reduce past-due rental and utility balances before future rent payments can be made. Once past-due balances are settled, the County will consider future rent payments for up to three months at a time.

Find more information, including updated rules and [frequently asked questions](#) on ERAP, at [www.richlandcountysc.gov/ERA](http://www.richlandcountysc.gov/ERA).

**\*EMERGENCY RENTAL ASSISTANCE PROGRAM KEY TAKEAWAYS:**

- Online portal and phone line open 8:30 a.m. Monday, April 5
- Apply online at <https://portal.neighborlysoftware.com/erap-richlandcountysc/Participant> or through a link on the County website at [www.richlandcountysc.gov](http://www.richlandcountysc.gov).
- Call 855-216-9198 to apply by phone.
- Information on the program can be found on the [FAQ page](#) on the County's website and on the County's [YouTube page](#).
- Appointments for in-person assistance to complete the application are available at the County's Department of Government and Community Services and Richland Library.
- Have all necessary documents when applying online, by phone or in person. Social Security information is requested, but not required or mandatory to apply.





## Regional Gateways Project

### Background

The Midlands Business Leadership Group (MBLG) is a coalition of more than 50+ CEOs and senior executives from our region's largest employers who regularly convene and work on issues that are important to the Columbia, SC region. Since January of 2017, the MBLG has been leading a collaborative effort focused on enhancing regional competitiveness, prosperity and growth.

This effort has included the Governmental Cooperation initiative, formally launched in May 2019, focused on encouraging local governments to work together through regional projects that benefit all. Participating governments were asked to share their top priority projects and quickly settled on one: beautifying eight key regional gateways, beginning with the airport corridor along Highway 302 and continuing with the gateway to Fort Jackson at Interstate 77 and Forrest Drive.

Each highly-trafficked and located within ten miles of the South Carolina State House, these eight gateways welcome tens of thousands of military personnel and their family and friends each year, as well as other visitors driving through or flying into Columbia, S.C.

Participants in the regional gateway beautification project include elected officials and top administrators from Lexington County, Richland County, City of Columbia, City of Cayce, City of West Columbia and Town of Springdale.

### Sites

- Airport Boulevard Gateway: A one-mile stretch beginning at I-26 & S.C. 302 continuing to the Airport Expressway **(City of Cayce, Town of Springdale)**
- Fort Jackson Gateway: I-77 & Forest Dr. **(City of Columbia)**
- Lexington Gateway: I-20 & U.S. 1 **(Lexington County)**
- Harbison Gateway: I-26 & Harbison Blvd. **(City of Columbia)**
- Downtown Connector Gateway: I-20 & S.C. 277 **(Richland County)**
- I-20 & I-26 **(Lexington County, Richland County)**
- I-20 & I-77 **(Richland County)**
- I-77 & I-26 **(City of Cayce)**

## Designs

Landscape designer John Long was hired to develop a common design that can be adapted for each site and that uses native plants compatible with South Carolina Department of Transportation guidelines to create a welcoming environment for visitors and residents alike. Critically, the landscapes are also designed to minimize long-term maintenance needs, requiring little water to maintain a vibrant, tidy appearance year-round.

## Construction & Maintenance

In partnership with the Central Midlands Council of Governments, an intergovernmental agreement is being developed to facilitate the construction and maintenance of the sites. The project's costs will be shared by the public and private sectors, with the MBLG taking the lead to fundraise an estimated \$2.5M in construction costs at full build-out and the participating governments equitably sharing maintenance costs. The CMCOG will provide project management of construction and maintenance, supported and guided by participating governments. It is anticipated that fundraising and construction will take place over a multi-year period.



Shown above are the locations selected for the MBLG Regional Gateways project.



# Richland County Council Update

MBLG

MIDLANDS BUSINESS LEADERSHIP GROUP

# About the MBLG

The Midlands Business Leadership Group (MBLG) is a group of 45+ CEOs and top executives from the largest companies in the Columbia, SC region who meet regularly to work on issues important to our region's success. In 2016, the MBLG began a private sector-led, community-supported effort to drive improvement in Columbia's regional competitiveness.

# MBLG Vision

To accelerate the development of Columbia as a cool region that attracts and retains top talent, produces vibrant job offerings, and provides necessary resources to improve livability for all people.

# 7 Priority Initiatives

1. Regional Economic Development
2. Entrepreneurial Ecosystem
3. Regional Branding and Pride
4. Assembly Street Improvements
5. Riverfront Development
6. Civic Collaboration
7. Governmental Cooperation





# Governmental Cooperation

# Project Background

## Goal

- Identify key gateways to the Columbia region and develop a unified plan for landscaping, signage and improvements.

## Participating Governments

- City of Columbia
- Richland County
- Lexington County
- City of Cayce
- City of West Columbia
- Town of Springdale





1. I-26 & S.C. 302
2. I-20 & U.S. 1
3. I-20 & I-26
4. I-26 & Harbison Blvd.
5. I-20 & S.C. 277
6. I-20 & I-77
7. I-77 & Forest Dr.
8. I-77 & I-26

# Process

- Developed list of gateways with input of participating governments
  - Starting with Highway 302/Airport Blvd corridor and followed by Ft. Jackson gateway at Forest Dr.
- Unified design concept with input from SCDOT; costs estimated
- Initial endorsements received by each council
- Draft IGA in progress with Central Midland Council of Governments acting as the project manager to outline project and responsibilities
- Construction costs will be fundraised by MBLG/private sector, while maintenance costs will be shared by participating local governments based on population

# Fundraising

- Initial construction costs will be fundraised using mostly private funding
- CMCOG and its associated charitable organization will act as our fiscal vehicle
- Hwy. 302/Airport Blvd. will be fundraised and completed first, followed by Forest Dr./Ft. Jackson gateway
- Fundraising launched in March 2021
- To date:
  - >\$1M committed for construction of Hwy. 302, of estimated \$1.3M total construction cost
  - Estimated construction cost of all eight gateways is \$2.6M (subject to change)

# Intergovernmental Agreement

- Regional Gateways IGA is between Central Midlands Council of Government (CMCOG) and all participating governments
- CMCOG will be the project manager
- Committees of representatives from all participating governments will make decisions and guide procurement
- CMCOG will provide oversight for initial construction & maintenance supported by local government staff
- Designed to allow flexibility, oversight and thorough review by participating governments throughout procurement, construction and maintenance processes

# Next Steps

- Complete IGA draft review process through legal teams and full Governmental Cooperation group
- Adoption by all participating councils
- Complete fundraising for first project
- IGA committees + CMCOG take over procurement, construction, etc.
- Fundraising continues





# MBLG

MIDLANDS BUSINESS LEADERSHIP GROUP 86 of 279

## Richland County Council Request for Action

**Subject:**

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

**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.

First Reading: March 2, 2021

Second Reading: March 16, 2021

Third Reading:

Public Hearing: April 6, 2021



**Agenda Briefing**

<b>Prepared by:</b>	Elizabeth McLean, Esq.		<b>Title:</b>	Acting County Attorney	
<b>Department:</b>	County Attorney's Office	<b>Division:</b>			
<b>Date Prepared:</b>	February 09, 2021	<b>Meeting Date:</b>	February 23, 2021		
<b>Budget Review</b>	James Hayes via email		<b>Date:</b>	February 16, 2021	
<b>Finance Review</b>	Stacey Hamm via email		<b>Date:</b>	February 09, 2021	
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM			
<b>Committee</b>	Development & Services				
<b>Subject:</b>	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.

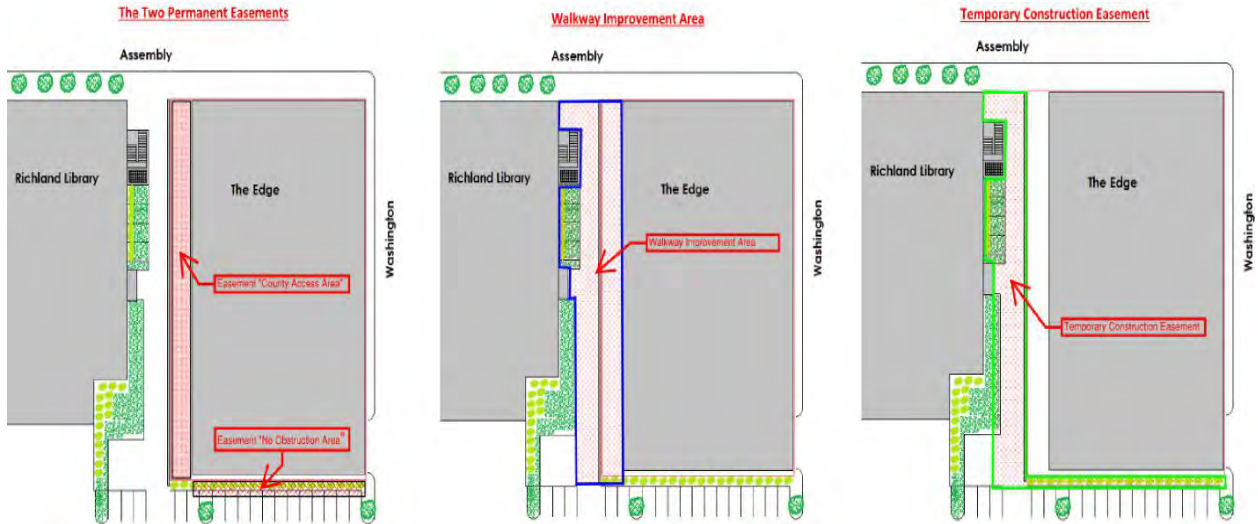
### *Items of Note:*

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]**



**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.

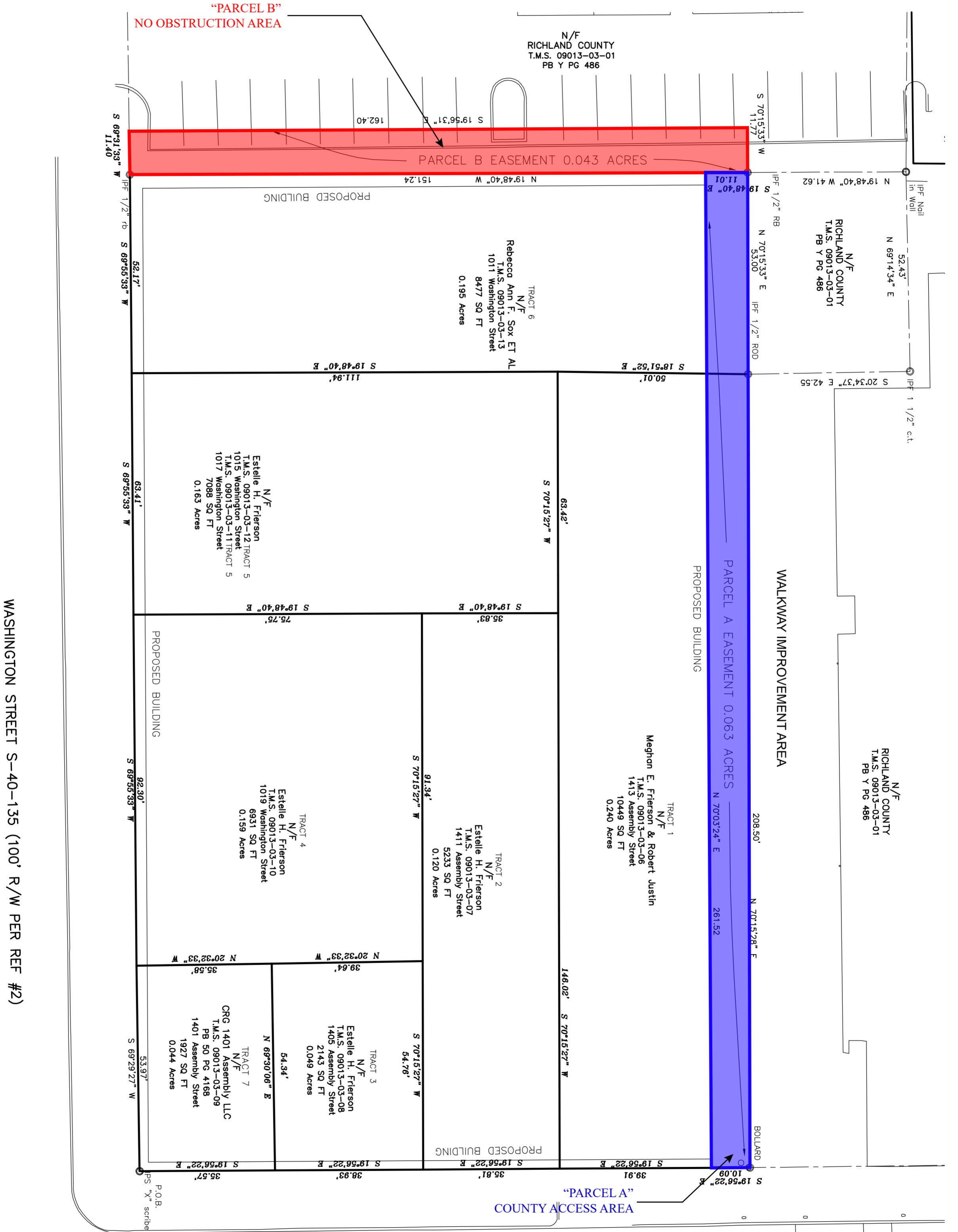
TMS No.: 09013-03-01



**Exhibit C**

**County Access Area and No Obstruction Area**

EXHIBIT C  
NO OBSTRUCTION AREA AND COUNTY ACCESS AREA



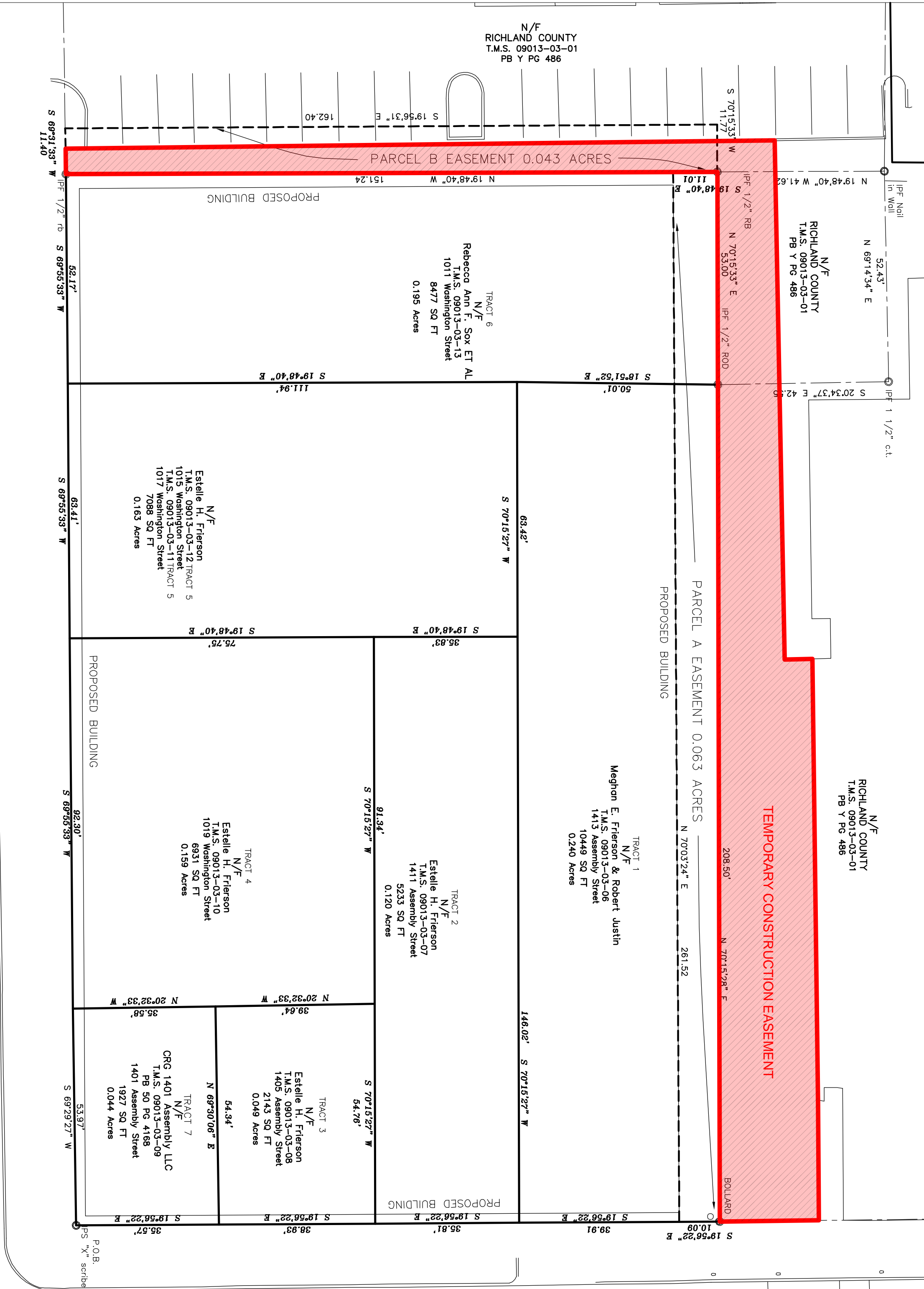
ASSEMBLY STREET S-48 (150' R/W PER REF #1 & REF #2)

**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.

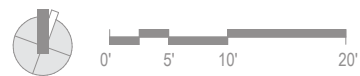
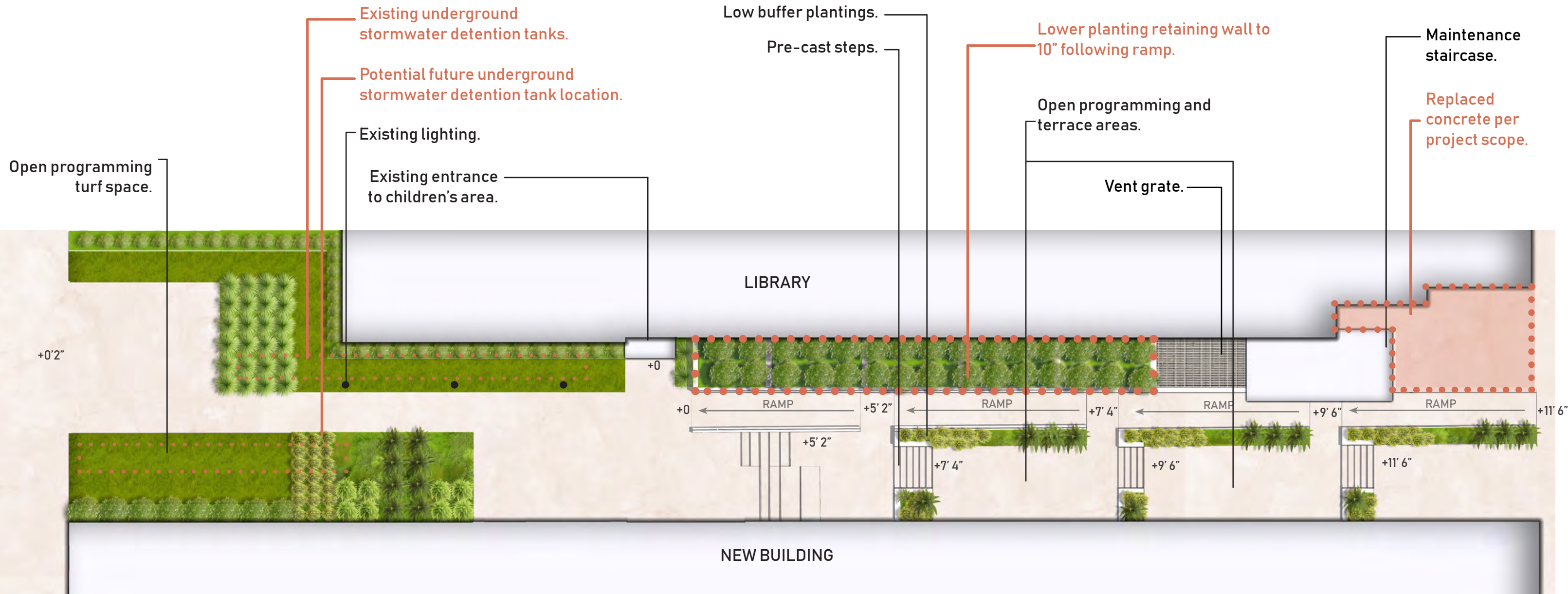
**Exhibit E**

**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.



01.28.20  
SITE  
PLAN  
Lamar Johnson  
Collaborative



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



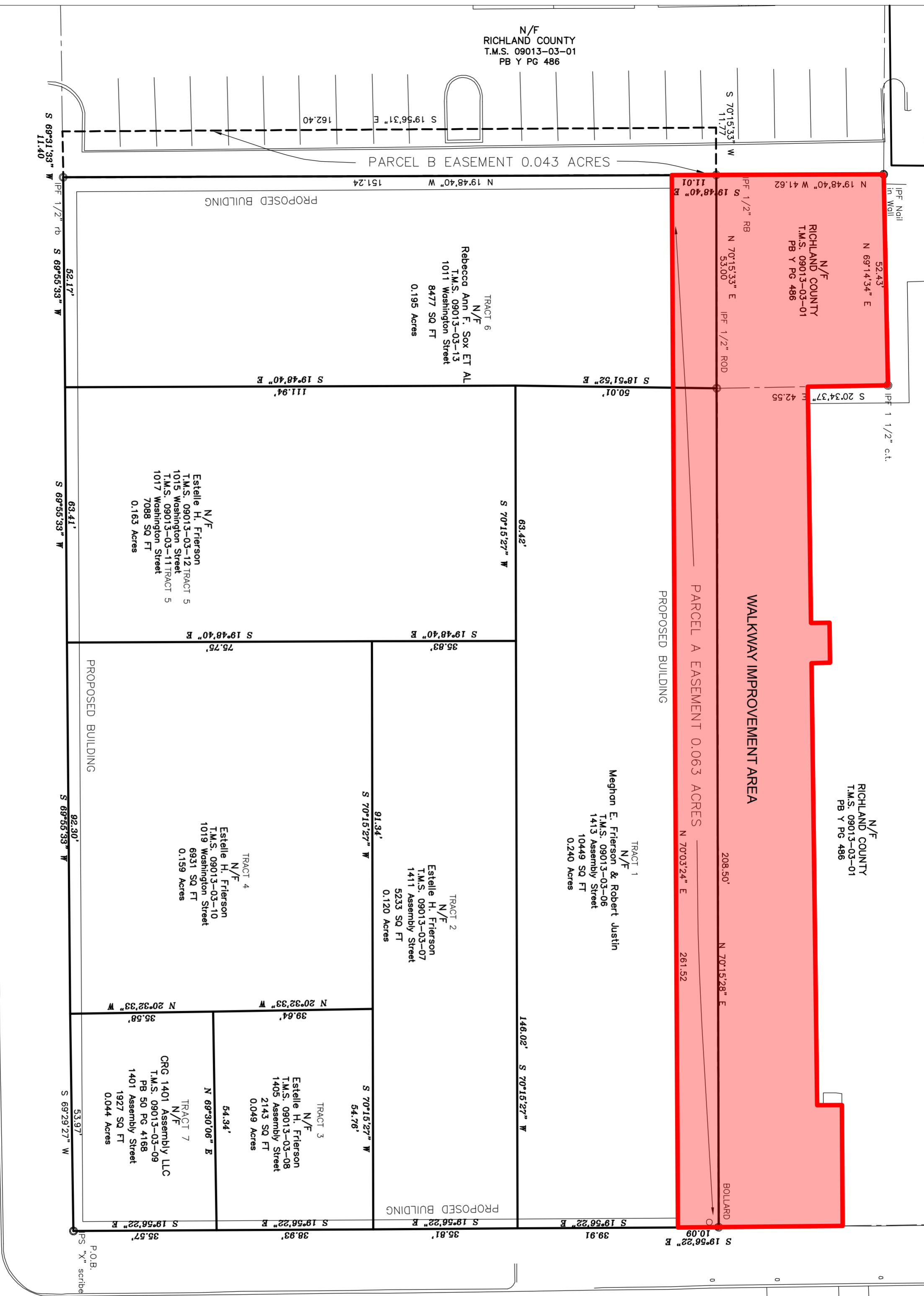


**Exhibit F**

**Location of Walkway Improvement Area**

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

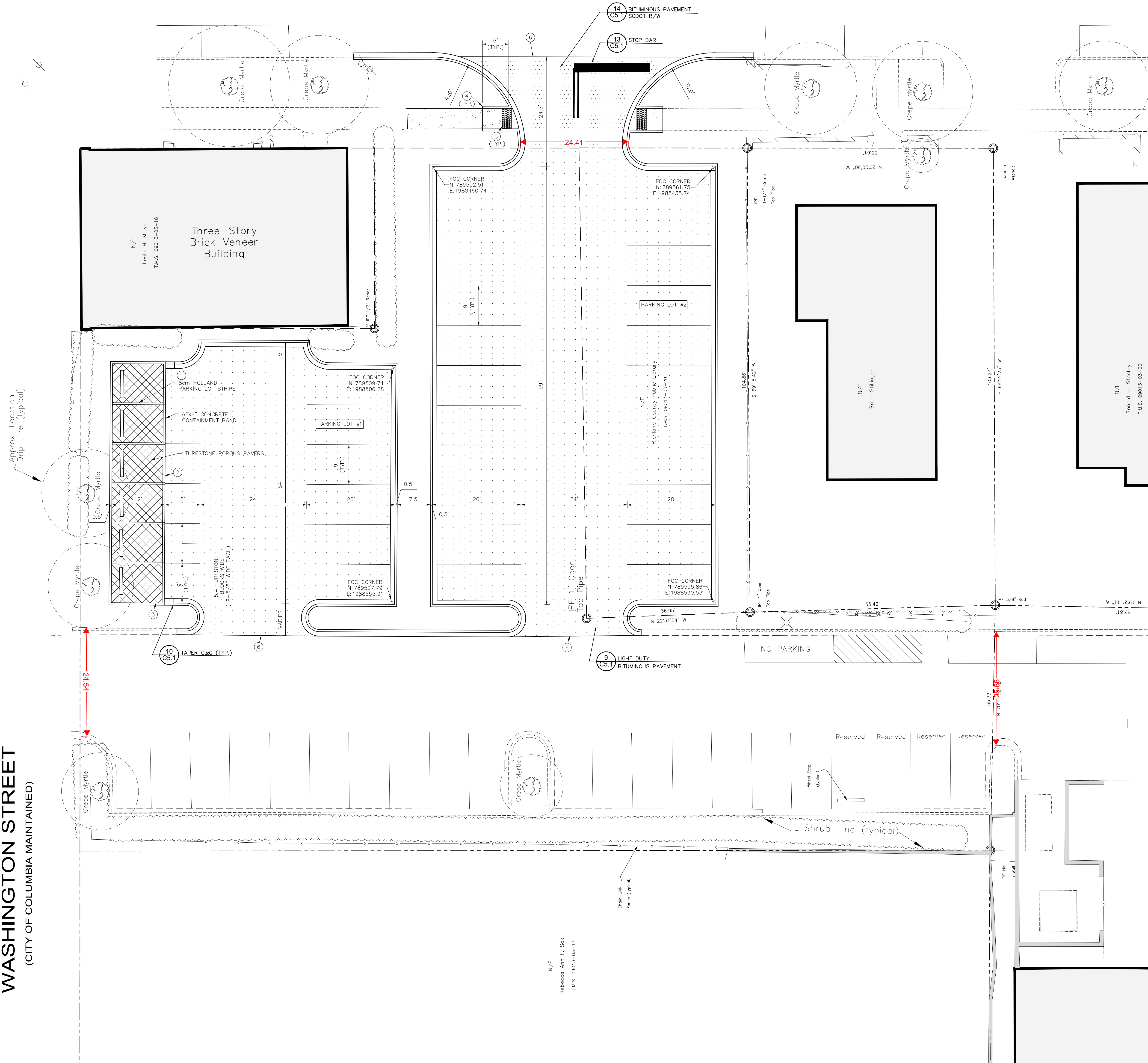
WASHINGTON STREET S-40-135 (100' R/W PER REF #2)



**Exhibit G**  
**Gate Locations**

**WASHINGTON STREET**  
(CITY OF COLUMBIA MAINTAINED)

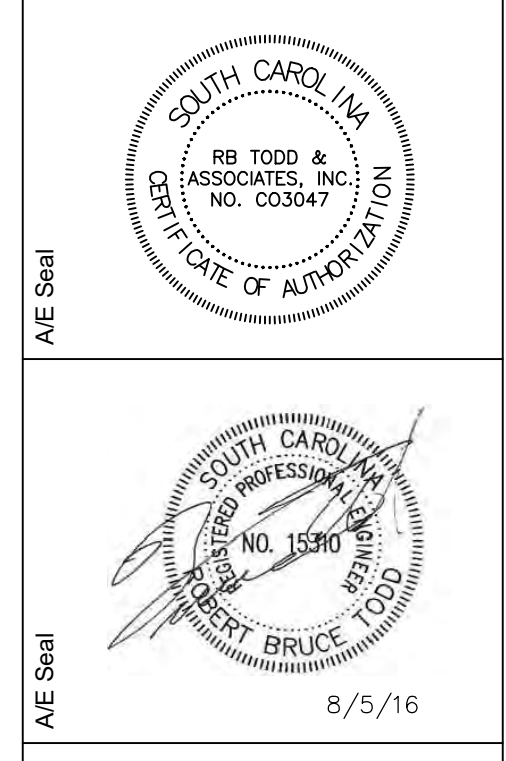
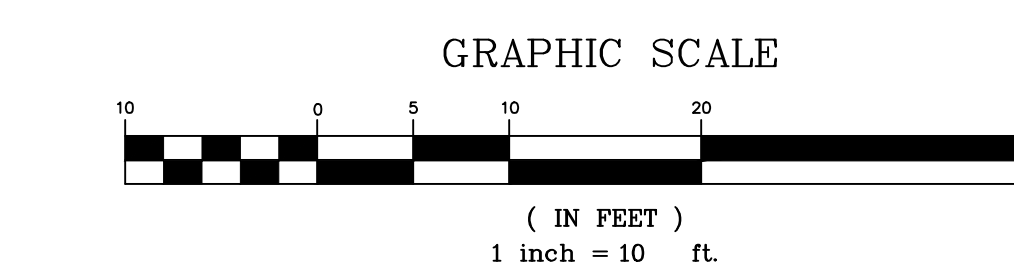
**PARK STREET**  
(90' R/W) (CITY OF COLUMBIA MAINTAINED)



**LEGEND**

NEW	EXISTING	DESCRIPTION
N/A	Symbol with arrow	BENCHMARK/CONTROL POINT
N/A	Symbol with rectangle	BUILDING
N/A	Symbol with circle and cross	CURB AND GUTTER
N/A	Symbol with dashed lines	CONCRETE SURFACE
N/A	Symbol with solid lines	BITUMINOUS SURFACE
①	Symbol with dashed line	CHAIN LINK FENCE
①	Symbol with circle	KEY NOTE REFERENCE

- KEY NOTES**
- INSTALL HOLLAND 1-8m 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 GUTTER (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.



**RICHLAND LIBRARY**  
**RICHLAND LIBRARY MAIN LIBRARY**  
**RENOVATION**  
1431 ASSEMBLY STREET  
COLUMBIA, SC 29201

No.	Description	Date	Revised By	Drawn By	Check By	Date

Drawing Title:  
**ENLARGED STAKING PLAN**

Drawing No.  
**C2.3B**



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**AFFIDAVIT FOR TAXABLE OR  
EXEMPT TRANSFERS**

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

i) I have read the information on this affidavit and I understand such information.

ii) The property interests being transferred are located on the northwestern intersection of Washington Street and Assembly Street, Columbia, South Carolina, bearing **Richland County Tax Map Numbers 09013-03-06, 09013-03-07, 09013-03-08, 09013-03-10, 09013-03-11, 09013-03-12, 09013-03-13, 09013-03-09, and 09013-03-01**, as set forth in a **Mutual Easement Agreement** between **Washington & Assembly, LLC**, and **Richland County, South Carolina, for the benefit of the Richland County Public Library**. on \_\_\_\_\_, 2021.

iii) Check one of the following: The deed is

- (a)  subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b)  subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c)  exempt from the deed recording fee because (See Information section of affidavit):  
**Exemption 1: No consideration paid.**  
(If exempt, please skip items 4-7, and go to item 8 of this affidavit).

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?  
Check Yes \_\_\_ or No \_\_\_.

iv) Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

- (a)  The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$\_\_\_\_\_.
- (b)  The fee is computed on the fair market value of the realty which is \$\_\_\_\_\_.
- (c)  The fee is computed on the fair market value of the realty as established for property tax purposes which is \$\_\_\_\_\_.

v) Check Yes \_\_\_ or No \_\_\_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(e)(6), and lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer). If "Yes," the amount of the outstanding balance of this lien or encumbrance is \$\_\_\_\_\_.

vi) The deed recording fee is computed as follows:

- (a) Place the amount listed in Item 4 above here: \$ \_\_\_\_\_
- (b) Place the amount listed in Item 5 above here: \$ \_\_\_\_\_  
(If no amount is listed, place zero here).
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ \_\_\_\_\_

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:**

20-036MA  
Joginder Paul  
CC-4 to CC-3 (202 Acres)  
7430 Fairfield Road  
TMS # R11904-02-05

**Notes:**

First Reading: March 23, 2021  
Second Reading: April 6, 2021 {Tentative}  
Third Reading: April 20, 2021 {Tentative}  
Public Hearing: March 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 # 11904-02-05 FROM CRANE CREEK - 4 - INDUSTRIAL DISTRICT (CC-4) TO CRANE CREEK - 3 - ACTIVITY CENTER MIXED USE (CC-3); 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 # 11904-02-05 from Crane Creek - 4 - Industrial District (CC-4) to Crane Creek - 3 - Activity Center Mixed Use (CC-3).

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: March 23, 2021  
First Reading: March 23, 2021  
Second Reading: April 6, 2021  
Third Reading: April 20, 2021

## Richland County Council Request for Action

**Subject:**

21-004MA  
Richard Bates  
CC1 to CC3 (2.63 Acres) of 75.81 Acres  
Crane Church Road

**Notes:**

First Reading: March 23, 2021  
Second Reading: April 6, 2021 {Tentative}  
Third Reading: April 20, 2021 {Tentative}  
Public Hearing: March 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 # 09513-01-07 (PORTION OF) FROM CRANE CREEK - 1 - RESIDENTIAL DISTRICT (CC-1) TO CRANE CREEK - 3 - ACTIVITY CENTER MIXED USE (CC-3); 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 # 09513-01-07 (portion of) from Crane Creek - 1 - Residential District (CC-1) to Crane Creek - 3 - Activity Center Mixed Use (CC-3).

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:        March 23, 2021  
First Reading:        March 23, 2021  
Second Reading:      April 6, 2021  
Third Reading:        April 20, 2021

## Richland County Council Request for Action

**Subject:**

21-008MA  
Jatin Patel  
RU to GC (5.37 Acres)  
10040 Wilson Blvd.  
TMS # R14800-04-01

**Notes:**

First Reading: March 23, 2021  
Second Reading: April 6, 2021 {Tentative}  
Third Reading: April 20, 2021 {Tentative}  
Public Hearing: March 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 # 14800-04-01 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 # 14800-04-01 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:        March 23, 2021  
First Reading:        March 23, 2021  
Second Reading:      April 6, 2021  
Third Reading:        April 20, 2021

## Richland County Council Request for Action

**Subject:**

Ordinance authorizing Quit-Claim deed of Olympia Alleyway to contiguous landowner (Hendley – 104 Alabama Street)

**Notes:**

March 23, 2021 – The D&S Committee recommended Council approve the Quit Claim request from Vi Hendley, who is the fee simple owner of the lot of land known as 104 Alabama Street (TMS#08816-02-15) by deed dated April 9, 1997 and filed in the Richland County RMC Office deed book 56, page 8011.



**Agenda Briefing**

<b>Prepared by:</b>	Elizabeth McLean, Esq.		<b>Title:</b>	Acting County Attorney	
<b>Department:</b>	County Attorney's Office	<b>Division:</b>			
<b>Date Prepared:</b>	March 04, 2021	<b>Meeting Date:</b>	March 23, 2021		
<b>Budget Review</b>	James Hayes via email		<b>Date:</b>	March 09, 2021	
<b>Finance Review</b>	Stacey Hamm via email		<b>Date:</b>	March 09, 2021	
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM			
<b>Committee</b>	Development & Services				
<b>Subject:</b>	Ordinance authorizing Quit-Claim deed of Olympia Alleyway to contiguous landowner (Hendley – 104 Alabama Street)				

**STAFF'S RECOMMENDED ACTION:**

Approve an ordinance granting a quit-claim deed to Viola K. Hendley and J. Scott Hendley.

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

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

None known.

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

None.

**REGULATORY COMPLIANCE:**

N/A

**MOTION OF ORIGIN:**

Move to approve the Quit Claim request from Vi Hendley, who is the fee simple owner of the lot of land known as 104 Alabama Street (TMS#08816-02-15) by deed dated April 9, 1997 and filed in the Richland County RMC Office deed book 56, page 8011.

<b>Council Member</b>	Allison Terracio, District 5
<b>Meeting</b>	Council Regular Session
<b>Date</b>	December 15, 2020

#### STRATEGIC & GENERATIVE DISCUSSION:

Ms. Terracio received a request from Ms. Vi Hendley who lives at 104 Alabama Street in Olympia to have the County grant her a quit-claim deed for the alleyway behind her property.

As a general history of this issue, the County passed an ordinance in 1982 (1003-82HR, see attached) whereby the homeowners of property contiguous to any alleyway could petition the County for a quit-claim deed to ½ of the depth of the alleyway abutting their property. The ordinance outlines the specific reasons for council's actions. The County, over the years, has quit-claimed many alleyways to contiguous property owners.

Ms. Terracio has since received an amended request from Ms. Hendley to add her husband to the deed and use her legal name.

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

#### ATTACHMENTS:

1. Ordinance
2. Ord 1003-82HR (Olympia Alleyway ord)
3. Quit-claim to Viola K. Hendley and J. Scott Hendley

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

AN ORDINANCE AUTHORIZING A QUIT CLAIM DEED TO VIOLA K. HENDLEY AND J. SCOTT HENDLEY FOR A PARCEL OF LAND LOCATED IN RICHLAND COUNTY, KNOWN AS THE OLYMPIA ALLEYWAYS; SPECIFICALLY THE LAND ABBUTTING THE REAR PROPERTY LINE OF TMS#08816-02-15 (104 ALABAMA STREET).

NOW THEREFORE, 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 a quit claim deed to VIOLA K. HENDLEY AND J. SCOTT HENDLEY FOR A PARCEL OF LAND LOCATED IN RICHLAND COUNTY, KNOWN AS THE OLYMPIA ALLEYWAYS; SPECIFICALLY THE LAND ABBUTTING THE REAR PROPERTY LINE OF TMS#08816-02-15 (104 ALABAMA STREET), as specifically described in the deed entitled "Quit Claim Deed", 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 \_\_\_\_\_, 2021.

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:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. 1003-82HR

AN ORDINANCE AUTHORIZING CERTAIN RICHLAND COUNTY LANDOWNERS TO APPLY TO THE COUNTY GOVERNMENT FOR QUIT CLAIM DEEDS IN THE OLYMPIA COMMUNITY.

Whereas, certain alleyways in the so-called Olympia community of Richland County have been abandoned by their owners, have become overgrown and unused by the general public, and since Richland County has determined that the alleys cannot be used for any legitimate public purpose.

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 THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. Purpose and Intent.

In order to resolve the current confusion in the Olympia community of Richland County as to the ownership and proper use on the number of alleys that run between and behind the residences of the Olympia community, and to recruit the participation of the land owners of the Olympia community in eliminating a public eye sore and nuisance, this ordinance is enacted.

SECTION II. Procedure for Application for Quit Claim Deeds.

Any person who holds fee simple title to any residential lot in the so-called Olympia community of Richland County, may apply to the Office of the Richland County Administrator for a quit-claim deed, whereby the County shall convey any interest it may have to the applicant; provided that no property owner may apply for an interest in an alley greater than one-half (1/2) of the depth of the alley contiguous to his/her lot.

SECTION III. Legal Status of Olympia Alleys.

Richland County does not claim a fee simple interest in any of the Olympia alleys, but, since, the alleys have been abandoned by their owners and have fallen into general public use, the County could claim some interest by law or equity, in such alleys.

The enactment of this ordinance is not designed to assert title on the part of Richland County, but merely to expedite the conveyance of whatever interest the County may have, if any.

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

SECTION VI. Effective Date. This ordinance shall be enforced from and after December 15, 1982.

RICHLAND COUNTY COUNCIL

BY: *John V. Green*  
John V. Green, Chairman

ATTEST this the 13th day of April, <sup>1983</sup> 1982.

*Brenda Fuller*  
CLERK OF COUNCIL



APR 13 1983

STATE OF SOUTH CAROLINA )  
 ) QUITCLAIM DEED  
 COUNTY OF RICHLAND )

WHEREAS, Richland County did, by Blanket Ordinance (1003-82HR), effective December 15, 1982, authorize Quit Claim Deeds to be executed conveying its interest, if any, to one-half [1/2] of the depth of that property commonly known as the Olympia Alleyways contiguous to a fee simple owner’s lot in the Olympia area; and

WHEREAS, Viola K. Hendley and J. Scott Hendley, are the sole owners in fee simple of the real property described as 104 Alabama Street, TMS# 08816-02-15, and said property being contiguous to the Olympia Alleyways.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that **Richland County, South Carolina** (hereinafter referred to as Grantor), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council, the governing body of said County, for and in consideration of the sum of Five and no/100 (\$5.00) Dollars to it in hand paid at and before the sealing and delivery of these presents by **Viola K. Hendley and J. Scott Hendley**, (hereinafter referred to as Grantees), the receipt and sufficiency of which is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto **Viola K. Hendley and J. Scott Hendley**, their heirs and assigns forever, the following described property:

All that certain piece, parcel or lot of land, being one-half [1/2] of the depth of that certain Ten (10’) foot alleyway and measuring thereon 66.5 feet, being contiguous to TMS# 08816-02-15 and separating Lot Numbers Two (2) and Eight (8) of said Block Number 1 on a plat of property of Ebert Realty Company made by Tomlinson Engineering Co., in October 1939, recorded in the Office of the Register of Deeds for Richland County in Plat Book I at Page 76; all measurements being a little more or a little less.

This conveyance being made subject to any existing easements, conditions, and restrictions of record affecting the premises above described and conveyed.

DERIVATION: Derivation on quitclaim deed not required under Section 30-5-35 of S.C. Code Ann. (1976) as amended.

TMS# 08816-02-15

GRANTEE’S ADDRESS: 104 Alabama Street  
Columbia, South Carolina 29201

TOGETHER WITH ALL AND SINGULAR the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, his heirs and assign, forever, so that neither the said Grantor, nor Grantor’s successors or assigns, nor any other entities or persons, claiming under Grantor or them, shall at any time hereafter, by any way or means, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

IN WITNESS HEREOF, RICHLAND COUNTY, SOUTH CAROLINA, pursuant to due authority, has duly executed this deed, this \_\_\_\_\_ day of April, 2021.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

RICHLAND COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
WITNESS NO. 1

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
WITNESS NO. 2

ATTEST: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF RICHLAND                )        PROBATE

PERSONALLY appeared before me the undersigned witness, who after being duly sworn, deposes and says that s/he saw the within named Grantor, pursuant to due authority, sign, seal and as Grantor’s act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that s/he with the other witness whose name appears above, witnessed the execution thereof.

\_\_\_\_\_  
WITNESS NO.1

SWORN to before me  
This \_\_\_\_ day of April, 2021.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

## Richland County Council Request for Action

**Subject:**

Approval to proceed with the railroad crossing closure on Walter McCartha Road

**Notes:**

March 23, 2021 – The D&S Committee recommended Council approve proceeding with the closing of the railroad crossing on Walter McCartha Road.



**Agenda Briefing**

<b>Prepared by:</b>	Stephen Staley		<b>Title:</b>	County Engineer	
<b>Department:</b>	Public Works	<b>Division:</b>	Engineering		
<b>Date Prepared:</b>	February 08, 2021	<b>Meeting Date:</b>	March 23, 2021		
<b>Legal Review</b>	Elizabeth McLean via email			<b>Date:</b>	March 16, 2021
<b>Budget Review</b>	James Hayes via email			<b>Date:</b>	March 09, 2021
<b>Finance Review</b>	Stacey Hamm via email			<b>Date:</b>	March 09, 2021
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM			
<b>Committee</b>	Development & Services				
<b>Subject:</b>	Approval to proceed with the railroad crossing closure on Walter McCartha Road				

**STAFF’S RECOMMENDED ACTION:**

That County Council approve proceeding with the closing of the railroad crossing on Walter McCartha Road.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

As an incentive to close this substandard railroad crossing, CSX Transportation (CSXT) offers the following to Richland County in the attached CROSSING CLOSURE AGREEMENT:

1. Crossing Barricade/Surface Removal: CSXT agrees to remove and dispose of the crossing surface and restore the ditch lines. CSXT will install permanent barricades at the crossing per the attached CSXT standard “Exhibit A”.
2. Financial Contribution: CSXT agrees to provide a monetary contributions to the County in the amount of \$10,000.

**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:**

In November 2019, three teenage girls were seriously injured when they were struck by a train at the subject rail crossing while driving towards Dutch Fork Road. Department of Public Works (DPW) staff visited the site shortly afterwards and determined that this very old rail crossing is substandard. There is also another railroad crossing approximately 800 feet to the west on Lynn McCartha Road (Please see Attachment 1). This crossing is also marginal, but not as dangerous as the subject rail crossing. Automobile traffic can easily use Lynn McCartha Road to access Dutch Fork Road instead of Walter McCartha with very little inconvenience. Some images of the crossings have been included in Attachment 2.

Since there are two rail crossings within close proximity to each other, it was decided that one should be closed. The staff of CSX Transportation (CSXT) favor the removal of unsignaled, substandard crossings throughout their rail system. Also DPW had correspondence with State Representative Nathan Ballentine requesting something to be done to make this area safer.

There are four properties whose address is Walter McCartha Road and have direct access. The owners of these properties were contacted via certified mail. We received three written responses and one telephone call. Of the four responses, three of them were against the closure of this crossing.

In summary, it is the opinion of DPW that the Walter McCartha Road rail crossing should be closed and, in turn, make all vehicles use Lynn McCartha Road for access to Dutch Fork Road. Once approved by County Council, the attached CSXT Closure Agreement (Please see Attachments 3 and 4) will need to be executed.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

None.

**ATTACHMENTS:**

1. Site Map
2. Area Pictures
3. CSXT Closure Agreement
4. Closure Agreement "Exhibit 'A'" Standard Detail

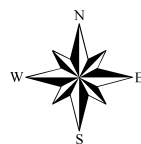
# Walter McCartha Rd



Richland County, SC

## Legend

- |                |            |           |
|----------------|------------|-----------|
| Other          | Interstate | Railroads |
| County Paved   | Proposed   | Parcels   |
| County Unpaved | None       |           |
| SCDOT          |            |           |



1 inch = 180 feet

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 Richland County Public Works  
 400 Powell Rd.  
 Columbia, SC 29203





Lynn McCartha Rd  
Dutch Fork Rd

McCartha Rd

CROSS ROAD  
RAILROAD  
STOP  
R R





Lynn McCartha Rd













## CROSSING CLOSURE AGREEMENT

This Crossing Closure Agreement (this "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CSX Transportation, Inc., a Virginia corporation ("CSXT") and **Richland County**, a body politic of the State of **South Carolina** (the "County").

### RECITALS

WHEREAS, the County has ~~agreed~~ consented to ~~close~~ closing the highway-rail at-grade crossing on **Walter McCartha Rd.** at MP **C-19.40** (DOT# **843359G**) (the "Walter McCartha Crossing"); and

WHEREAS, CSXT has agreed to provide certain incentives to the County, as specifically set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree and covenant as follows:

1. Walter McCartha Crossing. The County hereby agrees to close the roadway according to State laws and rules and consents to the permanent closure of the Walter McCartha Rd. Crossing (the "Closure"). Closure process should be completed within 30 days after contract has been fully executed. Whereby, from the time the invoice is received by CSX, payment should be made to the County in the amount agreed upon below, within 30 days after closure process is complete.
2. CSX Incentives. CSXT will provide the following incentives to the County:
  - (a) Crossing Barricade/Surface Removal. CSXT agrees to remove and dispose of the crossing surface and restore the ditch lines. CSXT will install permanent barricades at the crossing as per the attached CSXT standard "Exhibit A"
  - (b) Financial Contribution. CSXT agrees to provide a monetary contribution to the County in the amount of Ten Thousand Dollars and no/100 (\$10,000.00).
3. Entire Agreement. This Agreement embodies the entire understanding of the parties, and may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements, or negotiations regarding its subject matter.
4. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
5. Notices. All notices, consents, and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or at such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:

CSX Transportation, Inc.  
500 Water Street, S/C J301  
Jacksonville, Florida 32202  
Attention: Director Project Management-Public Projects

If to the County:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

6. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable, or in conflict with any applicable federal, state, or local law or regulation, such part, term, or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

7. Applicable Law. This Agreement shall be governed by the laws of the State of **South Carolina** exclusive of its choice of law rules.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

**Richland County, SC**

By: \_\_\_\_\_

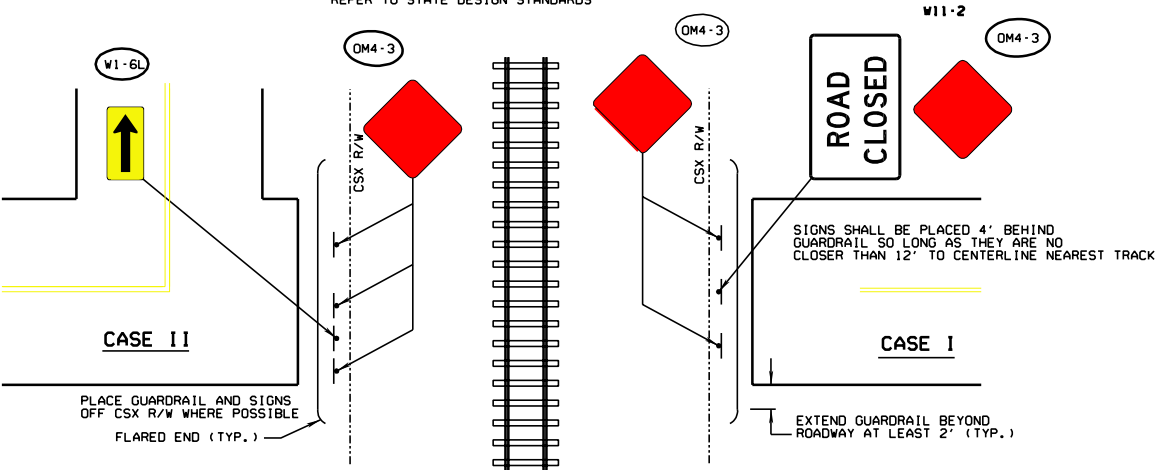
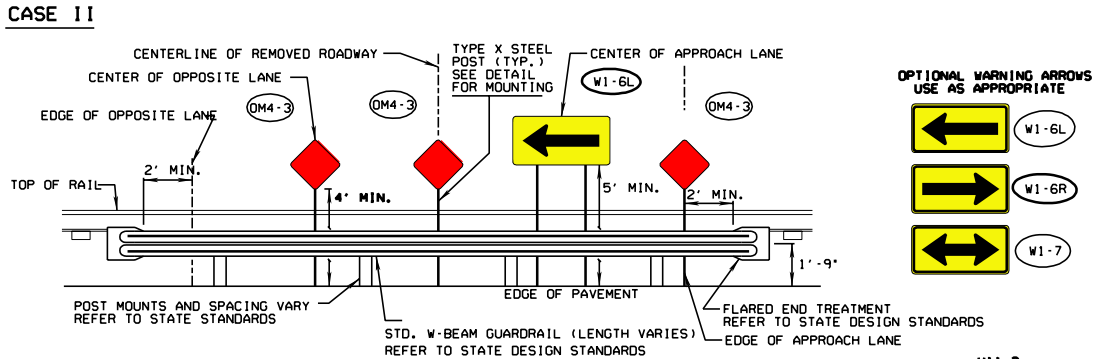
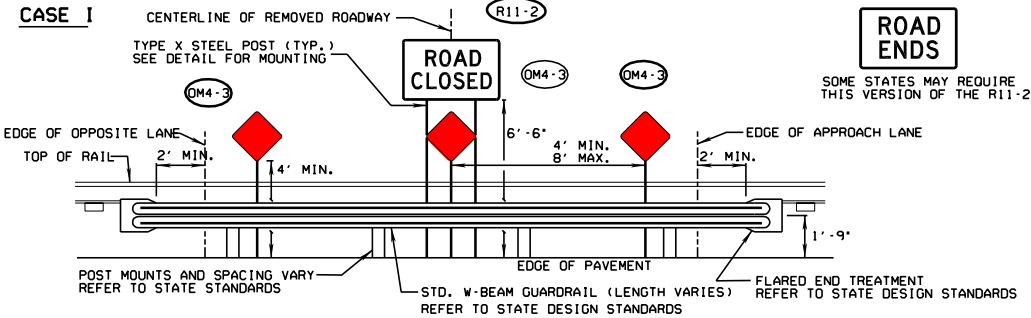
Name: \_\_\_\_\_

Title: \_\_\_\_\_

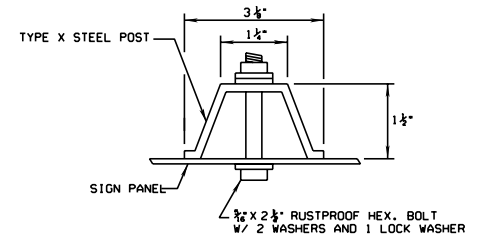
**CSX Transportation, Inc.**

By: \_\_\_\_\_

Tony C. Bellamy  
Director Project Management-Public Projects



**MOUNTING DETAIL**



**CSX** TRANSPORTATION  
PERMANENT ROAD CLOSURE  
ROAD CROSSING REMOVAL  
TRAFFIC PROTECTION BARRICADES

CSX ITEM INVENTORY		
DESCRIPTION	UNIT	SCN
SIGN, DM4-3 18" x 18" RED DIAMOND	EACH	014.8001400.1
SIGN, R11-2 48"x24" ROAD CLOSED	EACH	014.8004015.1
SIGN, R11-2 48"x24" ROAD ENDS	EACH	014.8004020.1
SIGN, W1-6 48"x30" SINGLE ARROW	EACH	014.8004025.1
SIGN, W1-7 48"x30" DOUBLE ARROW	EACH	014.8004030.1
SIGN POST, METAL TYPE X	EACH	014.8004600.1

**REMOVAL**

REMOVE ALL CROSSING MATERIAL AND APPROACHES TO THE TOP OF THE BACK SLOPE OF THE DITCH ON EITHER SIDE OF THE TRACK.

REMOVE DRAINAGE PIPES UNDER THE APPROACHES AND RESTORE DITCHES TO ALLOW PROPER FLOW.

REMOVE CROSSING MATERIAL FROM THE CROSSING. INSPECT AND DESIGNATE MATERIAL FOR REUSE OR PROPER DISPOSAL.

DISPOSE OF ALL OTHER MATERIAL IN A PROPER AND ENVIRONMENTALLY SAFE MANNER.

**TRAFFIC PROTECTION**

ERECT GUARDRAIL AND SIGNS AS SHOWN.

GUARDRAIL AND SIGN PANELS SHALL BE INSTALLED IN ACCORDANCE WITH DESIGN STANDARDS AND SPECIFICATIONS OF THE STATE IN WHICH THEY ARE TO BE INSTALLED. SIGNS TO BE MADE IN ACCORDANCE WITH STANDARD HIGHWAY SIGNS MANUAL 2004 EDITION.

SIGN BLADE: 0.080" ALUMINUM ALLOY 5052-H38 OR 6061-T6 WITH ROUNDED CORNERS. HOLES TO BE 7/16" DIAMETER. BLADE TO BE DECREASED AND ETCHED PRIOR TO THE APPLICATION OF REFLECTIVE SHEETING.

FACING: WHITE, RED, OR YELLOW (AS APPROPRIATE FOR SIGN) SCOTCHLITE DIAMOND GRADE VIP REFLECTIVE SHEETING MANUFACTURED BY THE 3M CORPORATION AND IN COMPLIANCE WITH THE PHYSICAL REQUIREMENTS OF LATEST EDITION OF ASTM D4956.

LETTERS: BLACK SILKSCREEN OR SCOTCHCAL AND CONFORM TO THE FEDERAL HIGHWAY ADMINISTRATION STANDARD ALPHABET, SERIES 'D' 2000 EDITION.

ADVANCE WARNING SIGNS, TURN PROHIBITION SIGNS, OR ANY OTHER NECESSARY TRAFFIC CONTROL DEVICE THAT IS NOT LOCATED ON CSX PROPERTY SHALL BE INSTALLED BY OTHERS.

*Walter W. Gephardt*  
APPROVED - CHIEF ENGINEER  
DESIGN, CONSTRUCTION & CAPACITY

*R. L. Uhlir*  
APPROVED - VICE PRESIDENT &  
CHIEF ENGINEERING OFFICER

## Richland County Council Request for Action

**Subject:**

Approval of Summit Ridge Drive Sidewalk Project

**Notes:**

March 23, 2021 – The D&S Committee recommended Council approve the Summit Ridge Drive Sidewalk Project so that County Staff can apply to the County Transportation Committee (CTC) for a “C” Construction Grant for funding design and construction.



**Agenda Briefing**

<b>Prepared by:</b>	Stephen Staley		<b>Title:</b>	County Engineer	
<b>Department:</b>	Public Works	<b>Division:</b>	Engineering		
<b>Date Prepared:</b>	February 03, 2021 rev. 3/10/21	<b>Meeting Date:</b>	March 23, 2021		
<b>Legal Review</b>	Elizabeth McLean via email			<b>Date:</b>	March 10, 2021
<b>Budget Review</b>	James Hayes via email			<b>Date:</b>	March 09, 2021
<b>Finance Review</b>	Stacey Hamm via email			<b>Date:</b>	March 09, 2021
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM			
<b>Committee</b>	Development & Services				
<b>Subject:</b>	Approval of Summit Ridge Drive Sidewalk Project				

**STAFF’S RECOMMENDED ACTION:**

It is recommended that County Council approve the Summit Ridge Drive Sidewalk Project so that County Staff can apply to the County Transportation Committee (CTC) for a “C” Construction Grant for funding design and construction.

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

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

This project is estimated to cost approximately \$275,000. If the project is approved by County Council, a “C” Fund Grant from the County Transportation Committee (CTC) will be requested.

**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:

This Project was selected from Citizen Service Requests (CSRs) that were received during calendar year (CY) 2020. Additionally, the six (6) below-listed sidewalk request with their corresponding Average Daily Traffic (ADT) load were also received during this period:

1. Westridge Road – 5,700 ADT
2. Brickingham Way – 600 ADT
3. Piedmont Ridge / Brookmist – 150 ADT
4. Ballentine Estates Road – 120 ADT
5. Rosecliff Circle – 280 ADT
6. Rosebrook Drive – 100 ADT

All sidewalk requests are evaluated and prioritized based on pedestrian safety and connectivity for access to schools, playgrounds, and other community services. This section of Summit Ridge Drive is a heavy traffic volume area. A recent traffic study showed an Average Daily Traffic (ADT) load of **8,600 vehicles per day**. Currently, pedestrians are forced to walk on landscaped sections, around obstacles with no established walkways, in front of homes, or within the road travelway of the heavy traffic noted above. This is clearly unsafe for pedestrians and motorists. This new sidewalk will provide safe and direct connectivity from an existing sidewalk located in the Centennial Subdivision of Lake Carolina. This sidewalk then leads to another existing sidewalk along Bombing Range Road and the remainder of Summit Ridge Road.

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

This project was the last piece of the FY 2021 Comprehensive Transportation Improvement Plan (CTIP) previously approved by County Council. The DPW Staff will bring this project before the County Transportation Committee (CTC) in April 2021 for grant funding under CTC guidelines.

#### ATTACHMENTS:

1. Engineer Estimate of Costs
2. GIS Map of area



**ENGINEER COST ESTIMATE**

SUMMIT RIDGE DRIVE SIDEWALK

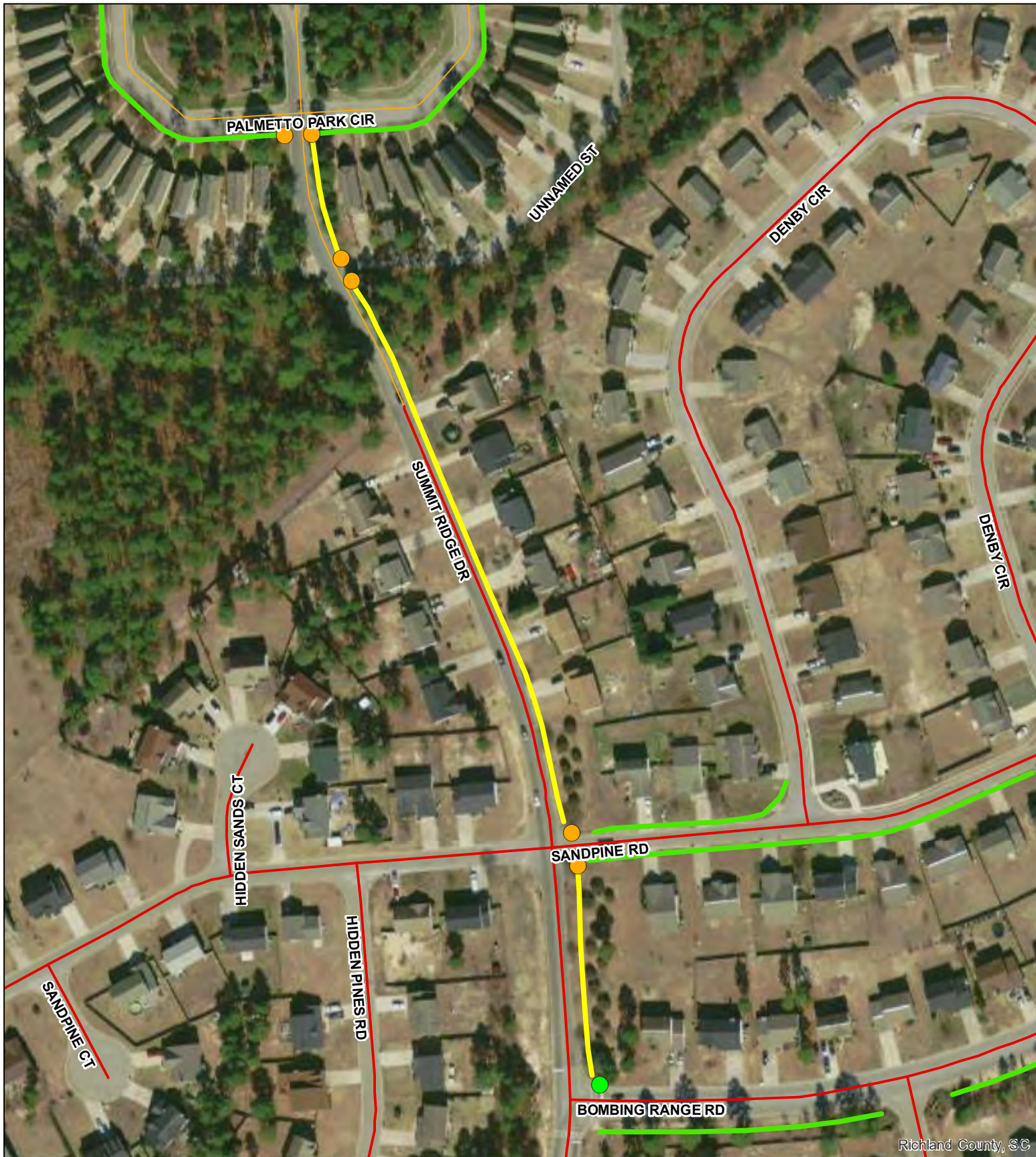
RICHLAND COUNTY, SC

TOTAL LENGTH OF ROAD SECTION

0.2 MILES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
1	MOBILIZATION	1	LS	\$25,000.00	\$25,000.00
2	UTILITY REPAIR ALLOWANCE	1	LS	\$10,000.00	\$10,000.00
3	TREE REMOVAL	7	EA	\$1,000.00	\$7,000.00
4	CONST. STAKES, LINES AND GRADES	1	EA	\$12,500.00	\$12,500.00
5	PERM. CONSTR. SIGNS (GROUND MOUNTED)	1	LS	\$2,500.00	\$2,500.00
6	TRAFFIC CONTROL	1	LS	\$25,000.00	\$25,000.00
7	CLEARING & GRUBBING	1	LS	\$10,000.00	\$10,000.00
8	UNCLASSIFIED EXCAVATION	300	CY	\$40.00	\$12,000.00
9	BORROW EXCAVATION	300	CY	\$45.00	\$13,500.00
10	8" WHITE SOLID LINES (CROSSWALK) THERMOPLASTIC - 125 MIL.	150	LF	\$10.00	\$1,500.00
11	24" WHITE SOLID LINES (STOP/DIAG LINES)-THERMO.-125 MIL	12	LF	\$25.00	\$300.00
12	CONCRETE CURB & GUTTER	12	LF	\$40.00	\$480.00
13	CONCRETE SIDEWALK (4" UNIFORM)	467	SY	\$68.00	\$31,756.00
14	PEDESTRIAN CURB RAMP	6	EA	\$2000.00	\$12,000.00
15	2' X 5" DETECTABLE WARNING	6	EA	\$300.00	\$1,800.00
	<b>TOTAL SIDEWALK COST</b>				<b>\$165,336.00</b>
16	UTILITIES (10% OF PROJECT COST)				\$16,533.60
17	ENGINEERING/CONSTRUCTION MANAGEMENT (41%)				\$67,787.76
18	CONSTRUCTION CONTINGENCY (15%)				\$24,800.40
	<b>TOTAL ESTIMATED CONSTRUCTION COST</b>				<b>\$274,457.76</b>

# Summit Ridge Drive - Proposed Sidewalks



Richland County, S.C

### Legend

#### COMMENTS

- New Pedestrian Curb Ramp
- Existing Pedestrian Curb Ramp
- Existing Sidewalk
- Proposed Sidewalk

#### Roads

- County Paved
- - - County Unpaved
- Private or Other
- Proposed

**1050 LF of 4' sidewalk from  
Palmetto Park Cir to  
Bombing Range Rd**

1 inch = 150 feet



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400 Powell Rd.  
Columbia, SC 29203



## Richland County Council Request for Action

**Subject:**

Purchase of Portable X-ray Equipment for Coroner's Office

**Notes:**

March 23, 2021 – The A&F Committee recommended Council approve the purchase of portable X-ray equipment and acceptance of the DHEC HPP Grant award.





**Agenda Briefing**

<b>Prepared by:</b>	William Stevens		<b>Title:</b>	Deputy Coroner	
<b>Department:</b>	Coroner's Office	<b>Division:</b>			
<b>Date Prepared:</b>	March 17, 2021	<b>Meeting Date:</b>	March 23, 2021		
<b>Legal Review</b>	Elizabeth McLean via email		<b>Date:</b>	March 18, 2021	
<b>Budget Review</b>	James Hayes via email		<b>Date:</b>	March 18, 2021	
<b>Finance Review</b>	Stacey Hamm via email		<b>Date:</b>	March 18, 2021	
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM			
<b>Committee</b>	Administration & Finance				
<b>Subject:</b>	Purchase of Portable X-ray Equipment for Coroner's Office				

**STAFF'S RECOMMENDED ACTION:**

The Coroner recommends Council approval to complete the purchase of portable X-ray equipment and to accept the DHEC HPP Grant award.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

The RCCO seeks to make a contract for the purchase of a MinXray INC. CMDR.CW 100 portable digital imaging X-ray machine is to be maintained and operated by RCCO staff with radiologic certification and a doctorate in forensic science (anthropology). The total product cost is \$41,500, and it will be refunded in full by DHEC award.

To ensure timely reimbursement, the Office of Budget and Grants Management will coordinate with the Coroner's Office to provide all required and appropriate documentation, to include a copy of the check showing invoices for the purchase as paid, to SCDHEC.

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

Once the South Carolina Department of Health and Environmental Control (SCDHEC) receives approval, a contract will be drafted. The County Attorney's Office will review the contract upon its receipt from the SCDHEC.

**REGULATORY COMPLIANCE:**

Non-applicable.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

**STRATEGIC & GENERATIVE DISCUSSION:**

Richland County Coroner’s Office (RCCO) requests the acceptance of a DHEC Healthcare Preparedness Program Grant award to fund the purchase of a portable X-ray machine. The RCCO Forensic Anthropology Department currently lacks an efficient means of generating postmortem images of human remains for comparison with ante mortem dental and skeletal images of putative missing and unidentified individuals.

Currently, RCCO relies on hospital radiology services in a hospital morgue, a resource which would be strained or unavailable to us in a mass disaster fatality incident (MFI) due to hospital surge and remote event location of MFI (i.e. temporary morgue scenarios). The purchase will increase our capability to respond to our county’s needs for recovery and identification of human remains in disaster scenarios. Moderate to high-risk events within our county and region include earthquake, flood, hurricane/tropical storm impact, infectious disease/pandemic, tornado, mass casualty incidents/trauma, explosives MCI, and nuclear events.

The equipment will expedite identification and release of decedents to the victims’ families in both normal daily casework (e.g. accident, fire, decomposed remains) and in mass disaster scenarios. RCCO will lessen dependency on hospital services and outside consultants who may charge for their services.

If the RCCO is unable to purchase the equipment or accept the grant, the RCCO will continue to rely upon outside hospital/dental services to conduct imaging for our use in forensic work. Continue reliance upon outside sources may result in fees and delays in service and/or stressed, strained, or unavailable services in disaster contexts.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

None.

**ATTACHMENTS:**

- 1. DHEC HPP Grant Application
- 2. MinXray CMDR.CW.100 Digital Imaging System Specifications

## Instructions

Please provide the following information for each project in the region proposal.

<b>HPP Region:</b>	Midlands	<b>Proposed Partners:</b>
<b>Facility Sponsor/Contractor:</b>	Richland County Coroner's Office	
<b>Method of Selection: Sole Source or Competitive Bid</b>	Sole Source	
<b>Date:</b>	03/03/2021	
<b>Problem Statement:</b>		
<p>The Richland County Coroner's Office (RCCO) provides assistance to other medicolegal and law enforcement agencies on a regional and state-level basis in recovery and identification of human remains using our Forensic Anthropology Department. This role will increase in importance in the context of a mass casualty event/mass fatality incident (MFI). The RCCO Forensic Anthropologists utilize scientific means for human remains identification including radiographic comparison, dental image comparison, and genetic sampling for DNA testing. The RCCO Forensic Anthropology Department currently lacks an efficient means of generating postmortem images of human remains for comparison with antemortem dental and skeletal images of putative missing and unidentified individuals. Currently, RCCO relies on hospital radiology services in a hospital morgue, a resource which would be strained or unavailable to us in a mass fatality incident (MFI) due to hospital surge and remote event location of MFI (i.e. temporary morgue scenarios).</p>		
<b>Gap identification with specific reference to the current/updated Coalition HVA or region CPG:</b>		
<p>South Carolina lacks centralized services for forensic anthropological identification. A small number of professional forensic anthropologists assist our local jurisdictions on a case basis, addressing the existing large volume of missing and unidentified remains in our state. Forensic anthropologists in Richland County and in Charleston County maintain and manage cases in the National Institute of Justice's (NIJ) National Missing and Unidentified Persons System (NAMUS.gov), a nationwide clearinghouse for comparison of missing persons' information with unidentified human remains. The Richland County Coroner's Office assists agencies across all four SC Public Health Regions. Improvements to the ability of South Carolina Coroners' access to the services of anthropologists are greatly needed, both in the recovery and in scientific identification of missing and unidentified persons. These gaps in access will become particularly apparent in the event of mass disaster scenarios. Forensic anthropology plays a vital role nationwide in the context of natural and man-made events. Examples of this range from their role in the September 11<sup>th</sup> attacks to more recent Louisiana hurricanes, and California wildfires. Moderate to high-risk events within our state and region include earthquake, flood, hurricane/tropical storm impact, infectious disease/pandemic, tornado, mass casualty incidents/trauma, explosives MCI, and nuclear events.</p>		
<b>HPP Capability/Objective/Activity:</b>		
<ul style="list-style-type: none"> <li>• Capability 2/ Objective 3/ Activities 1-4 (creating awareness of resources for human identification during emergencies, communication with healthcare providers for obtaining access to antemortem images and patient records for identification purposes, communication with the public via Family Assistance Centers (FAC) for purposes of missing and unidentified person reporting)</li> <li>• Capability 3/Objective 3/ Maintain access to non-personnel resources and equipment during an emergency</li> </ul>		



- **Capability 4/ Objective 2/ Activity 11 (assistance in identification of deceased individuals and trauma related to cause of death involved in a mass fatality)**

**Baseline Capacity:**

RCCO uses existing hospital morgue radiology services and coroner’s office anthropology lab (separate locations) to perform approximately 40 forensic identifications and skeletal/dental analyses annually with roughly 15 to 20 percent of these cases being assistance to outside agencies. In the event of MFI, this number of cases will increase exponentially.

**Benefit:**

Funding of this project will benefit the improvement of forensic anthropological identification services locally and regionally, and lead to the development of standards and communication in response to incidents, recovery and identification of decedents, family assistance and dispositioning of decedents. Forensic identification specialists in the SC Public Health Regions should move toward independence from potentially strained hospital and healthcare services in order to be better prepared for MFI’s. Efficiency in identification of the deceased is critical to preventing morgue overflow and allowing final disposition and release of remains to families. Forensic Anthropologists nationwide play an important role in the mass disaster events and in the function of Family Assistance Centers (FAC) as a means of coordinating the identification of the deceased.

**Scope of Work: Describe the specific services/tasks to be performed as it relates to aiding the Coalition in achieving program objectives. Also include anticipated beginning and ending dates for project/services.**

The Richland County Coroner’s Office proposes this project to offer independent and portable laboratory radiology capability via a portable X-ray machine for use in obtaining postmortem images of human remains for scientific human identification in the existing Forensic Anthropology Laboratory. These laboratory services would extend to other agencies in surrounding regions and be available for use in potential MFI scenarios. These services would be available for an indefinite time frame following acquisition of the equipment and staff training.

**Proposed Input: List methods of accountability and who will supervise.**

The equipment will be operated by a trained radiology technician under the supervision of the director of the RCCO Forensic Anthropology Laboratory.

**Intended Output: Include trainings, drills and exercises, partners, and organizations as well as who will supervise and coordinate activities**

The proposed portable X-ray equipment would be utilized primarily for forensic identification services as well as training in the use of the machine by new users when needed. Output of the machine will be actively used in forensic casework and potentially used in training scenarios for local forensic scientists, medicolegal death investigators, and forensic science interns.

**Total Funding Amount Requested: \$41,500.00**

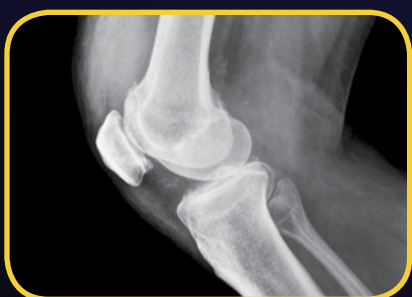
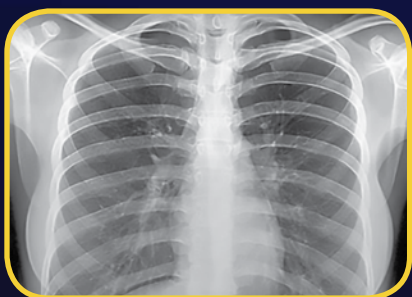
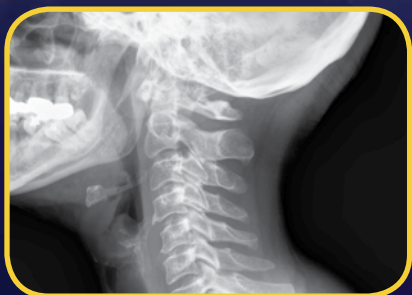
<b>Sustainment:</b>		<b>Sustainment Cost/Responsibility:</b>	
The equipment will be housed, operated, and maintained by the Richland County Coroner's Office.		TBD	
<b>Is the facility an active coalition member?</b>		<b>Is this project new or continuation?</b>	
New	Existing	Non-active	New Continuation

**All HPP Grant recipients are required to participate in a training and/or exercise. Provide your training and/or exercise plan below.**

Training Plan						
Training Name	Number of sessions	Proposed dates of trainings	Locations of trainings	Type of personnel trained	Number of people trained	Gaps or corrective actions that were addressed by training based on HVA
Forensic Identification in MFI setting	TBD	TBD	RCCO	Forensic death investigator	TBD	Improvement of response to mass casualty event or MFI, identification of decedents
Exercise Plan						
Exercise Name (e.g., Regional Mass Casualty Exercise)	Exercise Type (i.e. exercises that are functional or full-scale or those that lead to FE/FSE such as the initial planning conference, mid-planning conference TTX, etc.)		Proposed date of Exercise	Location of exercise	Coalition(s) and/or State (e.g., HCC exercise, a multi-coalition, state exercise, etc.)	Funding Type
Regional mass casualty exercise	MFI event training, decedent identification, morgue overflow, assistance to victim families		TBD	TBD	TBD	TBD
Capabilities/Objective/Activity Tested			Capability-based gap or corrective action being tested			
Capability 1 – Foundation for Health Care and Medical Readiness						
Capability 2 – Health Care and Medical Response Coordination			X			
Capability 3 – Continuity of Health Care Service Delivery			X			
Capability 4 – Medical Surge			X			

Other: specify	
----------------	--

# CMDR.CW.100.S



The **CMDR.CW.100.S** is a complete portable digital radiography system featuring a wireless Cesium Iodide Flat Panel Detector. When paired with MinXray's **HF100H+** portable x-ray unit and **XGS MK7** stainless steel, wheeled transport stand, the system is easily moved and positioned as required for portable imaging. The Flat Panel Detector is securely stored and protected on the transport stand and easily removed when needed. The total system setup time is less than one minute.

The **CMDR.CW.100.S** features:

- Ultra-durable, compact and low weight design
- Easy transport and quick setup
- High functionality for in-field imaging with wireless detector
- Fast and efficient workflow
- Remote access capability for servicing and support
- 5 Year full system warranty!

**MINXRAY<sup>®</sup>**  
INC

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# CMDR.CW.100.S

## MINXRAY HF100H+ HIGH FREQUENCY PORTABLE X-RAY UNIT

X-RAY OUTPUT	30-20 mA@40-100 kVDC, 0.6 120 mAs
INPUT LINE VOLTAGE	100-140 VAC or 200-260 VAC
TOTAL FILTRATION WITH COLLIMATOR	3.2 mm Al equivalent
COLLIMATOR	Collimate continuously adjustable light beam type with central beam indicator

## CSI WIRELESS DIGITAL IMAGING PANEL (FPD)

INPUT LINE VOLTAGE	Csl Direct Deposit
EXPOSURE CONTROL	F <sup>2</sup> AED™ Full-Field Automatic Exposure Detection
PIXEL PITCH	154 μm
PIXELS	2816 x 2304 (approximately 6.5 million)
IMAGE SIZE	14" x 17" (35 x 43 cm)
LIMITING RESOLUTION	3.3 lp/mm
A/D CONVERSION	16 bits
OUTPUT DATA	16 bit grayscale
PREVIEW IMAGE ACCESS TIME	4 - 5 seconds
MTF (2LP/MM)	40%
DQE (0)	65% typ
POWER (VOLTAGE/FREQUENCY)	100 - 240V AC
OPERATION ENVIRONMENT	Sensor unit: 41-95°F (5 - 35°C) 10-75% RH (non-condensing)
DIMENSIONS (SENSOR UNIT)	384 x 460 x 15 mm
WEIGHT (SENSOR UNIT)	8.2 lbs (3.7 kg)

For more information about MinXray products, contact your local dealer or MinXray at:

MinXray, Inc.  
3611 Commercial Avenue  
Northbrook, Illinois 60062 USA  
1-847-564-0323

Toll Free: 1-800-221-2245 (U.S. & CA)  
E-mail: info@minxray.com  
Web: www.minxray.com



## Ordering Information

### The CMDR.CW.100.S includes:

- 1 ea. HF100H+High Frequency Portable X-ray Unit
- 1 ea. Csl Wireless FPD
- 1 ea. Laptop or Tablet
- 1 ea. MinXray DXR Imaging Software
- 1 ea. Ruggedized, Stainless Steel Portable Stand

### Options:

- MinXray **HF120/60H PowerPlus™**  
60-20 mA@40-120 kVDC, 0.2 - 300 mAs
- HF100HSTC Transport Case

CMDR system net weight: 143 lb. (65 kg)  
Total weight in transport case: 253 lb. (115 kg)

### Data Output and Network Connection

- Ethernet: 10/100/1000 Base T, RJ 45 standard, wireless
- Data Output: DICOM 3.0 compliant,
- Print Management Class (SCU), Storage
- Service Class (SCU) and others

### Indications for Use

Intended for use by a qualified/trained physician or technician on both adult and pediatric subjects for taking diagnostic x-rays. Not for mammography. Rx only.



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# Richland County Council Request for Action

**Subject:**

Amendment to the Food Service Contract

**Notes:**

March 23, 2021 – The A&F Committee recommended Council to amend the Summit Food Service Contract.



**Agenda Briefing**

<b>Prepared by:</b>	Ronaldo D. Myers		<b>Title:</b>	Director
<b>Department:</b>	Detention Center	<b>Division:</b>		
<b>Date Prepared:</b>	January 27, 2021	<b>Meeting Date:</b>	March 23, 2021	
<b>Legal Review</b>	Elizabeth McLean via email		<b>Date:</b>	March 18, 2021
<b>Budget Review</b>	James Hayes via email		<b>Date:</b>	March 15, 2021
<b>Finance Review</b>	Stacey Hamm via email		<b>Date:</b>	March 15, 2021
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM		
<b>Committee</b>	Administration & Finance			
<b>Subject:</b>	Amendment to the Food Service Contract			

**STAFF’S RECOMMENDED ACTION:**

The Detention Center recommends to amend the Summit Food Service Contract.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

It is necessary to add \$579,000.00 to the ASGDC food service budget. This change will require a budget amendment for the food service budget.

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

None.

**REGULATORY COMPLIANCE:**

- South Carolina Minimum Standards for Local Detention Center Sections 2014-36-40; and,
- 2090 Food DHEC regulations 61-25 Retail Food Establishments

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

#### STRATEGIC & GENERATIVE DISCUSSION:

This proposal is to amend the food service contract. In 2019, the Detention Center entered into a contract with Summit Food Service to provide food service for ASGDC. In the contract, the Detention Center will provide the contractor with 8-10 inmate/detainee volunteers as food service laborers to cover all three shifts. Due to the decrease in the jail population and detainees not qualified for the food service program, we have not been able to provide the inmate workers.

According to the contract with Summit Food Service: Section F Requirements Paragraph 2, Scope of Service A-5 (see below)

The ASGDC will make available without cost to the Contractor, a pool of 8 to 10 inmates per shift (three (3) shifts per day). Inmates are to be cleared by the ASGDC's Medical Provider, prior to starting work. Contractor may elect to assign any or all such inmates to food service operations

Per the South Carolina Minimum Standards for Local Detention Center Sections 2014-36-40, it outlines that the detention facility is responsible to ensure each detainee receives a nutritious and hot meal. According to the original contract, the food service company only provided a food service manager and three cook supervisors to prepare meals. In order to ensure the detainees are served meals in a timely manner, Summit Food Service has had to add additional staff. This was done to ensure meals were received by the detainees at the proper temperature and served no more than 14 hours between evening meal and breakfast.

The inmate/detainee laborers duties are as follows:

- 1 dish washers per shift
- 1 pot and pans per shift
- 2 assistant with food preparation per shift
- 3 servers per shift
- 2 general cleaners per shift

The County can choose to re solicit the food service contract to see if the per meal price will be at lower rate.

The County can choose to operate its on food service department at the ASGDC.

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

#### ATTACHMENTS:

1. Original food service meal price
2. Food service price amendment
3. Excel spreadsheet comparison
4. Breakdown of Kitchen personnel

# PRICING PROPOSAL

## PRICING PLANS

Summit agrees that all pricing will be inclusive of all management, labor, food cost, sanitation, paper costs, uniforms, insurance fees, licensing, long distance expenses, office supplies and postage deemed necessary to complete foodservice operations per the contract. All such records will be retained by Summit for a period of three (3) years. Summit also agrees to allow the County to audit our records without prior notice.

Summit agrees to remit to the State Tax Commission, any required State Sales Tax.

## ANNUAL PRICE INCREASE

Any price adjustments will require mutual agreement and will not exceed 3% of the Consumer Price Index (CPI) for the preceding year. If the inmate workforce assigned to the kitchen falls below the stated 8 - 10 inmates per shift to a point that is harmful to the operation, Summit would need to renegotiate price per meal to hire additional Summit employees to fill job duties normally assigned to the inmate kitchen workers.

Based on the solicitation specifications, Summit's price is based on menus submitted with-in our proposal. As you know, Summit will be happy to sit down and discuss menu revisions. Please know, changes in menu outside of what has been submitted may result in a price adjustment.

Summit will maintain insurance coverage in the minimum amount of \$2,000,000 for the duration of the contract.

Summit shall comply with all applicable federal, state and local laws and shall meet all requirements imposed upon this service industry by regulatory agencies.

Summit is an equal employment opportunity employer.

Summit complies with the SC Drug Free Workplace Act.

Summit shall obtain all permits or licenses required in connection with this food service contract and pay all associated fees to ensure compliance with the law. summit shall provide proof of compliance.

Summit agrees to be the sole provider of food service at the ASGDC meeting all American Correctional Association standards during the life of our contract with full reporting and accountability to the Director Ronald Myers.

### **Pre-Packaged Meals (Religious or lifestyle)**

At Summit, we utilize modified menus to accommodate a multitude of religious and lifestyle diets. Per the requirements listed in the RFP, our religious and lifestyle menus meet all RDA, ACA, NCHCA, RLUPA and DRI standards. In the event that any of your inmates cannot be accommodated by our standard Religious or Lifestyle Meals, we will charge your facility \$4.50 per each pre-packaged meal served.

### **Staff meals**

Staff meals will be charged at the same rate as an inmate meal.

# PRICING PROPOSAL WITH INMATE LABOR

FOR

**Alvin S. Glenn  
Detention Center**

PREPARED BY



Based On Menu Quality, Staffing Levels And Wages

<801:	» TBN
801-850:	» \$1.202
851-900:	» \$1.174
901-950:	» \$1.149
951-1000:	» \$1.127
1001-1050:	» \$1.108
1051-1100:	» \$1.089
>1100	» \$1.074
Staffing Price	» Same as inmate meal
Prepackage Religious Meals	» \$4.500





# PRICING PROPOSAL WITHOUT INMATE LABOR

FOR

**Alvin S. Glenn  
Detention Center**

PREPARED BY



Based On Menu Quality, Staffing Levels And Wages

<801:	» TBN
801-850:	» \$2.537
851-900:	» \$2.412
901-950:	» \$2.337
951-1000:	» \$2.264
1001-1050:	» \$2.190
1051-1100:	» \$2.135
>1100	» \$2.065
Staffing Price	» Same as inmate meal
Prepackage Religious Meals	» \$4.500





## AMENDMENT ONE TO THE AGREEMENT FOR INMATE FOOD SERVICE MANAGEMENT

This **Amendment One** is made and entered into by and between **RICHLAND COUNTY SOUTH CAROLINA** ("Client"), and **SUMMIT FOOD SERVICES, LLC** ("Company" ) (collectively "the Parties").

**WHEREAS**, Client and Company have entered into a certain Agreement for Inmate Food Service Management (the "Agreement"), effective January 1, 2019;

**WHEREAS**, Client and Company understand that Client has been unable, and is currently unable, to provide inmate labor as provided in the Agreement; and

**WHEREAS**, due to the shortage of inmate labor, the parties now desire to amend said Agreement upon the terms and conditions stated herein;

**WHEREAS**, the parties wish to make this **Amendment One** retroactive to remedy pay deficiencies caused by the shortage of inmate labor since October 1, 2020;

**NOW, THEREFORE**, the parties, intending to be legally bound hereby, mutually agree as follows:

1. **Price.** Effective October 1, 2020, Company shall charge, and Client shall pay the following rates based on inmate population. These rates reflect no inmate labor due to COVID-19.

MEAL PRICE MATRIX			
Inmate Population			Price per Meal
<	350		TBN
350	-	399	\$5.504
400	-	449	\$4.914
450	-	499	\$4.456
500	-	549	\$4.090
550	-	599	\$3.790
600	-	649	\$3.540
650	-	699	\$3.328
700	-	749	\$3.147
750	-	799	\$2.990
800	-	849	\$2.857
850	-	899	\$2.739
900	-	949	\$2.634
950	-	999	\$2.541
1000	-	1049	\$2.457
1050	-	1099	\$2.381
1100	-	1149	\$2.312
1150	-	1199	\$2.249
1200	-	1249	\$2.191
1250	+		\$2.139

Religious	\$4.500
Staff	\$2.960
Juvenile	\$0.000

2. If at any time during this term, or any term renewal, Client is able to provide adequate inmate labor per the Agreement, Client shall notify Company, in writing, and this **Amendment One** shall automatically terminate, and the price terms shall revert to the price per meal “with inmate labor.”
3. This **Amendment One** is effective as of October 1, 2020. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

**RICHLAND COUNTY SOUTH CAROLINA**

**SUMMIT FOOD SERVICE, LLC**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: Marlin C. Sejnoha, Jr.  
Title: President & CEO  
Date : \_\_\_\_\_

Current price with inmate labor		Proposed price without inmate labor	
Detainee meal count	Price per-meal	Detainee meal count	Price pre-meal
650-600	\$1.582	599-550	\$3.790
699-650	\$1.520	649-600	\$3.540
749-700	\$1.466	699-650	\$3.280
799-750	\$1.419	749-700	\$3.147
849-800	\$1.381	799-750	\$2.990
801-850	\$1.202	800-849	\$2.857
851-900	\$1.174	850-899	\$2.739
901-950	\$1.149	900-949	\$2.634
951-1000	\$1.127	950-999	\$2.541
1001-1050	\$1.108	1000-1049	\$2.457
1051-1100	\$1.089	1050-1099	\$2.381
> 1100	\$1.074	1100-1149	\$2.312

Current ADP	With inmate labor per meal cost	Current annual cost
685	\$1.52	\$1,140,114.00
	Without inmate labor per meal cost	
685	\$3.33	\$2,496,249.60
Variance in Cost		\$1,356,135.60



## Richland County Council Request for Action

**Subject:**

Request for approval of willingness to serve for a proposed development, Ridge Road Subdivision, Old Leesburg Road, Tract (TMS # 225000-02-07)/CAP E-2020007

**Notes:**

March 23, 2021 – The A&F Committee recommended Council to approve the intent of Richland County Utilities' to serve the future development.





**Agenda Briefing**

<b>Prepared by:</b>	Bill Davis	<b>Title:</b>	Director
<b>Department:</b>	Utilities	<b>Division:</b>	
<b>Date Prepared:</b>	January 15, 2021	<b>Meeting Date:</b>	March 23, 2021
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	March 09, 2021
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	March 09, 2021
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	March 09, 2021
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Request for approval of willingness to serve for a proposed development, Ridge Road Subdivision, Old Leesburg Road, Tract ( TMS # 225000-02-07 ) / CAP E-2020007		

**STAFF'S RECOMMENDED ACTION:**

A Willingness to Serve Letter has been issued (see attached). Staff recommends County Council approve the intent of Richland County Utilities' to serve the future 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

**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 of four hundred and twenty (420) homes, the developer will pay a sum of \$1,680,000 in sewer tap fees. In addition, the customers will pay monthly sewer charges of \$64.03 per home, totaling up to \$26,892.6 per month (\$64.03 x 420).

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

None.

**REGULATORY COMPLIANCE:**

If this request is denied, RCU may have to respond to the South Carolina Department of Health and Environmental Control (SC DHEC) confirming that we are denying sewer service to the development, even though sewer is available and accessible.

**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) to keep the council informed. Once the developer receives approval from County Council to serve the development, the developer can proceed with designing the system in accordance with the DRP.

Initial information regarding this development was generated on September 9, 2020, when staff received a request from Hussey Gay Bell for sewer availability for the proposed development. The proposed development, consisting of 420 single-family residential lots, is located off of Old Leesburg Road, near Lower Richland Blvd, Hopkins, SC 292061 (see Figure 1, a and b). The 420 single-family residential lots will generate an average daily flow of 126,000 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.

The sewer flow will enter the Greenlake Pump Station through the force main and discharge into the City of Columbia’s System initially. The Southeast Sewer System Contractor for Division 4 will subsequently redirect the flow from the Greenlake Pump Station to Eastover WWTP when the Southeast Sewer Project is completed.

RCU will treat the wastewater at the Eastover Wastewater Treatment Plant. If the County Council denies the request for sewer service connection to the Richland County sewer system, the developer may decide 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.

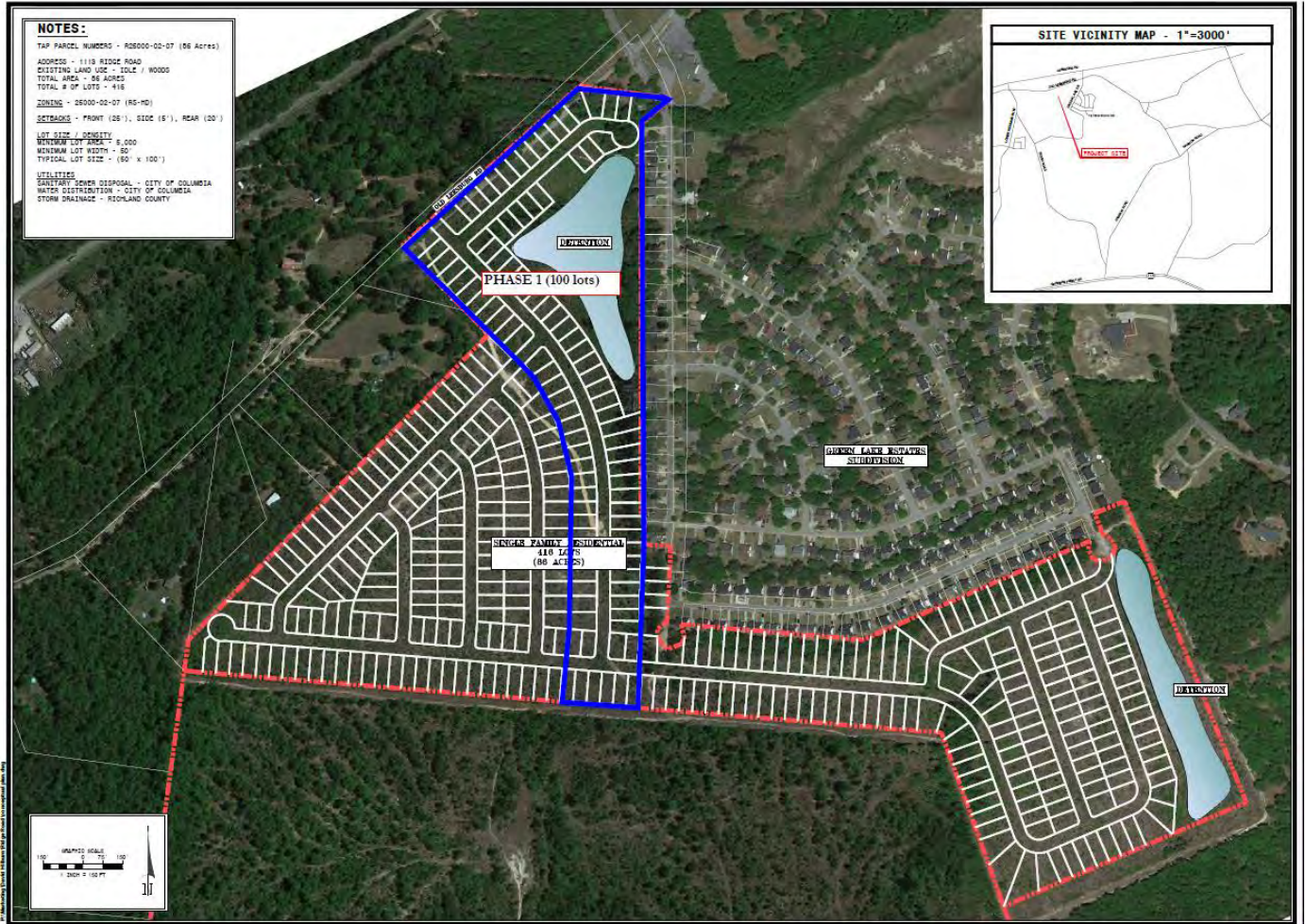
Project name	Project address	TMS	Number of Units	Tap Fee Revenue	Monthly Revenue	Meets Zoning Requirements?	Notes
Ridge Road Subdivision	Old Leesburg Road, near Lower Richland Blvd, Hopkins, SC 292061	R25000-02-07	420	\$1,680,000	\$26,892.6	The parcel will not require rezoning	

**Figure 1: Location of the Proposed Development: TMS# R24500-02-07**

a.



b.



**ATTACHMENTS:**

1. Willingness to Serve Letter



**RICHLAND COUNTY  
UTILITIES DEPARTMENT**

7525 Broad River Road  
Irmo, SC 29063

Attachment 1



Jan 29, 2021

Keith E Utheim, PE  
Hussey Gay Bell  
3740-A Fernandina Rd  
Columbia, SC 29201

Re: Willingness to Serve Letter  
Ridge Road Subdivision  
TMS# R225000-02-07

Dear Mr. Utheim,

In response to your preliminary submittal on Jan 14, 2021, regarding sanitary sewer availability for the above-referenced parcels, Richland County Utilities (RCU) currently can serve up to 420 REUs an average daily flow of (126,000 GPD) for the development's sewer needs through the year 2021. The discharge location will be to the downstream sewer system to the City of Columbia if the Southeast Sewer and Water Expansion Project (SESWEP) is not complete at the time of the operation.

There is sufficient capacity along the proposed development flow path for an additional peak flow of  $(87.5 * 2.5 = 219$  gpm) as long as the proposed flow ties into Area 2, manhole number 29217, as shown in Figure 1. Also, a letter (CAP0290) is attached by the City of Columbia's Metro Wastewater Treatment Plant if the City will treat the flow.

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 "WHD", is written over a light blue horizontal line.

William H. Davis, PE  
Director of Utilities

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





## Richland County Council Request for Action

**Subject:**

Request for approval of willingness to serve for a proposed development, Collins Cove Subdivision at Guise Road, Chapin, SC 29036 (TMS # 01500-01-01)/CAP B-2021007

**Notes:**

March 23, 2021 – The A&F Committee recommended Council approve the intent of Richland County Utilities' to serve the future development.



**Agenda Briefing**

<b>Prepared by:</b>	Bill Davis	<b>Title:</b>	Director
<b>Department:</b>	Utilities	<b>Division:</b>	
<b>Date Prepared:</b>	March 20, 2021	<b>Meeting Date:</b>	March 23, 2021
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	March 15, 2021
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	March 09, 2021
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	March 09, 2021
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Request for approval of willingness to serve for a proposed development, Collins Cove Subdivision at Guise Road, Chapin, SC29036 (TMS # 01510-01-01) / CAP B-2021007		

**STAFF'S RECOMMENDED ACTION:**

A Willingness to Serve Letter has been issued (see attached). Staff recommends County Council approval for Richland County Utilities' request to serve the future 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

**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 \$344,000 for sewer tap fees. In addition, the customers will pay totaling (\$64.03x 86) \$5506.58 per month.

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

**REGULATORY COMPLIANCE:**

If this request is denied, RCU may have to respond to South Carolina Department of Health and Environmental Control (SC DHEC) confirming that we are denying sewer service to the development, even though sewer is available and accessible.

**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 sewer service connections approval before proceeding with the Delegated Review Program (DRP) to keep council informed. Once RCU receives approval from County Council to serve the development, the developer can proceed with designing the system in accordance with the DRP.

Initial information for this development was generated on May 19, 2020, when staff received a preliminary request from Power Engineering Company, Inc. for sewer availability for the proposed development. The proposed development, consisting of 86 single-family homes (Figure 2), is located at the intersection of Guise Road, Chapin (Fig. 1, a and b). The development will generate an average daily flow of 25,800 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.

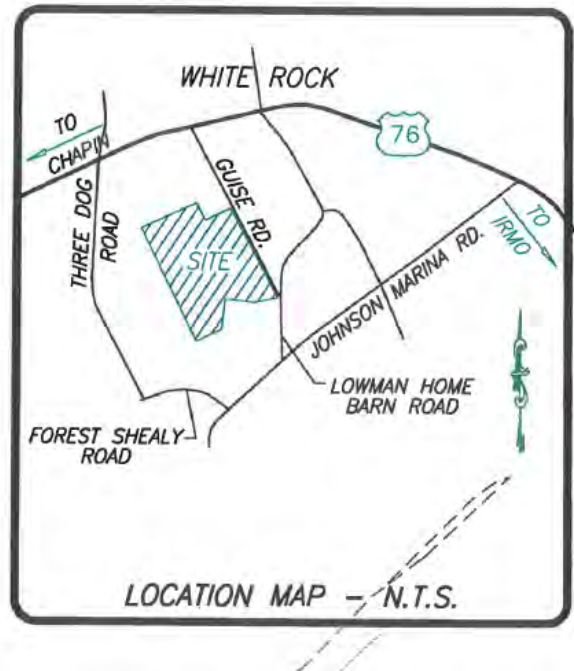
RCU will treat the sewer at the Broad River Wastewater Treatment Plant. If the County Council denies the request for sewer service connection to our sewer system, the developer may decide to build individual septic tanks for each lot and no additional sewer infrastructure or fees will be provided to the County..

The table shown below summarizes the project;

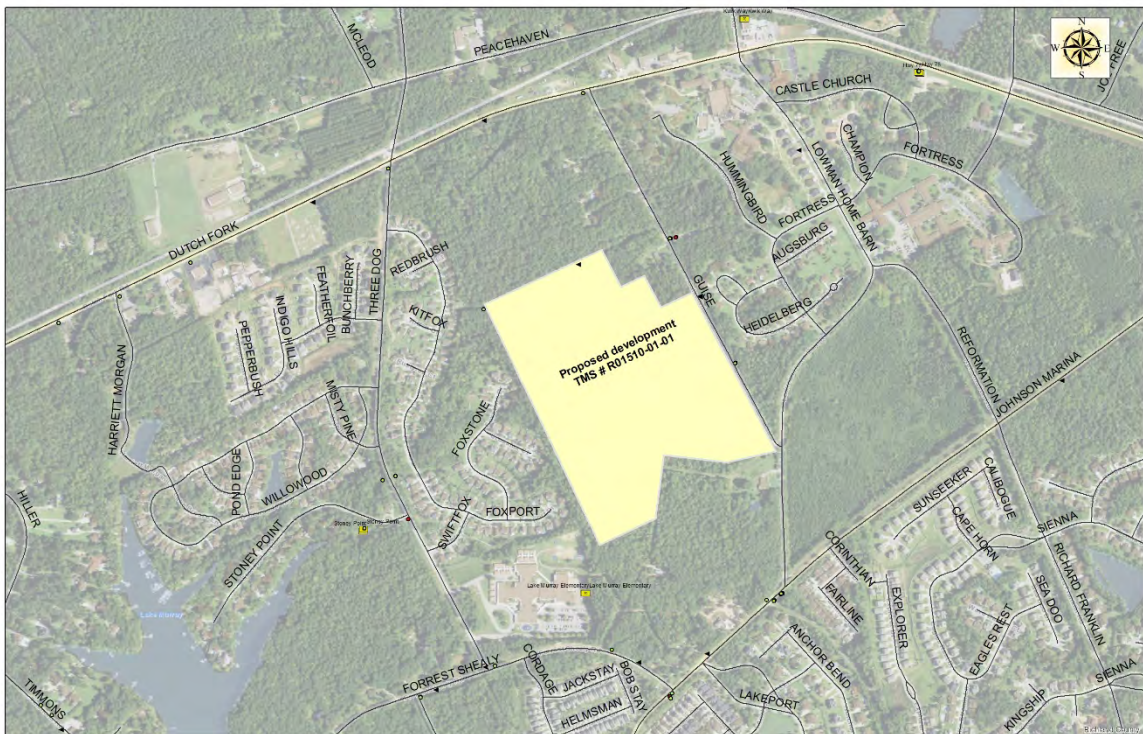
<b>Project Name</b>	<b>Project Address</b>	<b>TMS</b>	<b>Number of Units</b>	<b>Sewer / Tap Revenue</b>	<b>Monthly Revenue for Sewer</b>	<b>Meets Zoning Requirements?</b>	<b>Notes</b>
Collins Cove Subdivision	At Guise Road	R01510-01-01	86	\$344,000	\$5,506.58	Yes, see figure 2	

**Figure 1: Location of the Proposed Development: TMS# 01510-01-01**

**a.**

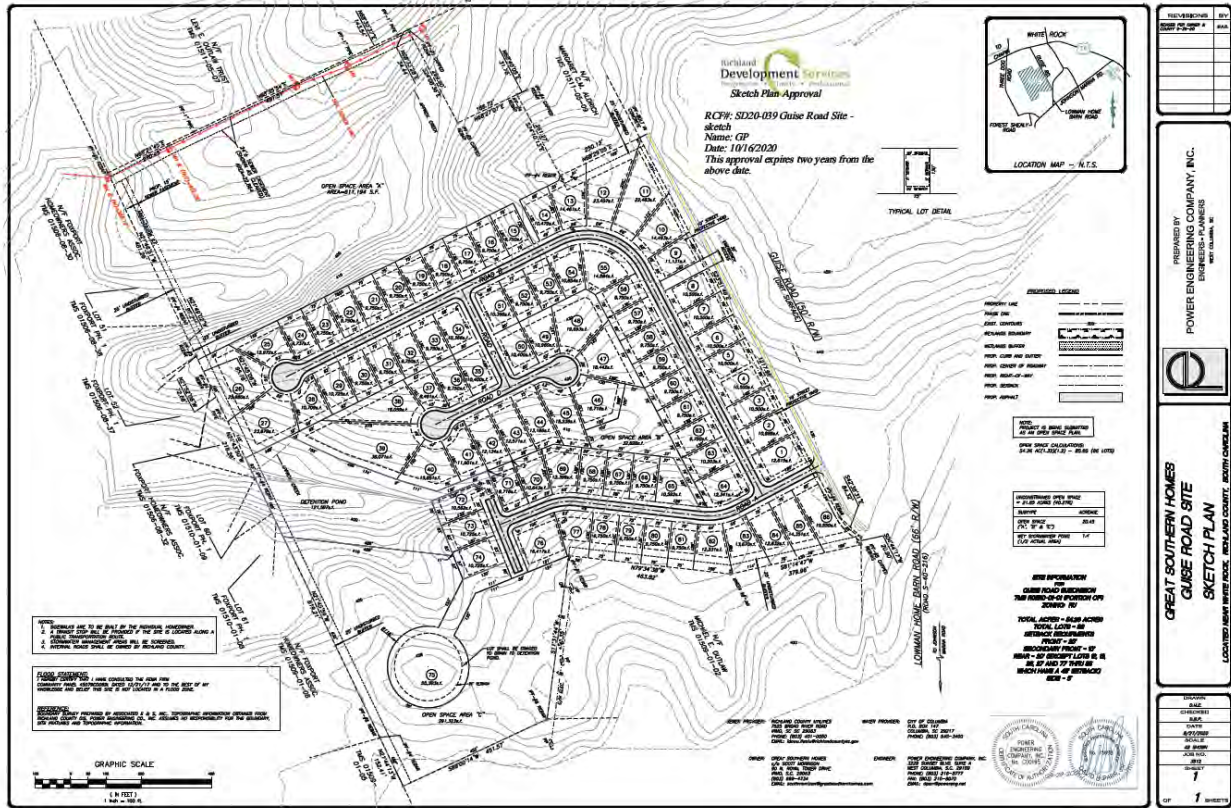


**b.**





**Figure 2: Sketch plan: TMS# 01510-01-01**



**ATTACHMENTS:**

1. Willingness to serve Letter

**RICHLAND COUNTY  
UTILITIES DEPARTMENT**

7525 Broad River Road  
Irmo, SC 29063



March 3, 2021

David Parr, PE  
3229 Sunset Boulevard  
West Columbia, SC 292169

Re: "Willingness to Serve Letter"  
Collins Cove  
TMS # R01510-01-01

Dear Mr. Parr:

In response to your revised request on March 1, 2020, regarding sanitary sewer availability for the above-referenced parcel, Richland County Utilities (RCU) has the capacity to serve the 86 REUs (25,800 gpd) the capacity needs through the year 2021.

Your request has been entered into our Capacity Assurance Program as CAP B-2021007 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 Council for final approval.

Upon Council's approval, you will be able to submit plans and specifications in accordance with our Delegated Review Program (DRP). Also, the developer will provide a Godwin pump with a minimum of 824 gpm flow at 230 ft head.

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".

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:**

Approval of award of Engineering Services; Pavement Management Study (PMS)

**Notes:**

March 23, 2021 – The A&F Committee recommended Council approve the award of a contract for engineering services for the Pavement Management Study (PMS) to Weston and Sampson for \$148,065.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Jennifer Wladischkin	<b>Title:</b>	Procurement Director
<b>Department:</b>	Finance / DPW	<b>Division:</b>	Procurement / EGR
<b>Date Prepared:</b>	February 02, 2021	<b>Meeting Date:</b>	March 23, 2021
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	February 16, 2021
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	March 09, 2021
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	March 09, 2021
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Approval of award of Engineering Services; Pavement Management Study (PMS)		

**STAFF’S RECOMMENDED ACTION:**

That County Council approve the award of a contract for engineering services for the Pavement Management Study (PMS) to Weston and Sampson for \$148,065.

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:**

This project will be paid for through the Road Maintenance Fund. These funds are in the current operating budget.

**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:**

This project is an update to the Pavement Management Study (PMS) that was completed in July 2015. This was contracted by the Transportation-Penny Department in order to prioritize which paved roads within the County Road Maintenance System (CRMS) needed to be repaired / resurfaced. This study serves as a guide which, using the numerical Pavement Condition Index (PCI), allows the user to determine what type of improvement needs to be made to each road segment and also allows for the selection of roads for Pavement Preservation measures. This comprehensive study should be completed every five years (with "in house" "windshield studies" also performed on a two year cycle).

Request for Proposals RC-364-P-2021 was issued and there were five responses. An evaluation team scored each submittal and Weston and Sampson was the highest ranked offeror.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

None.

**ATTACHMENTS:**

None.

## 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: March 2, 2021  
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

\_\_\_\_\_  
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:**

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 Integrated Micro-Chromatography Systems, Inc., and IMCS Holdings, LLC; and other related matters

**Notes:**

First Reading: February 9, 2021  
Second Reading: February 16, 2021  
Third Reading: April 6, 2021 {Tentative}  
Public Hearing: April 6, 2021



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO INTEGRATED MICRO-CHROMATOGRAPHY SYSTEMS, INC., AND IMCS HOLDINGS, LLC; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Infrastructure Credit”) 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 manufacturing facility or commercial enterprise (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, Integrated Micro-Chromatography Systems, Inc. and IMCS Holdings, LLC (collectively “Company”) desires to expand manufacturing operations within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$4,100,000, along with the creation of 20 new full-time jobs;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, the County further desires to enter into an Infrastructure Credit Agreement between the County and the Company, the final form of which is attached as Exhibit A (“Agreement”), to provide Infrastructure Credits against certain of the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure.

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

**Section 1. *Statutory Findings.*** Based on representations made by the Company to the County, the County finds that the Project and the Infrastructure will enhance the economic development of the County.

**Section 2. *Expansion of the Park Boundaries, Inclusion of Property.*** The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council (“Chair”), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and notice by the County to Fairfield County.

**Section 3. *Approval of Infrastructure Credit; Authorization to Execute and Deliver Agreement.*** The Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: February 9, 2021  
Second Reading: February 16, 2021  
Public Hearing: April 6, 2021  
Third Reading: April 6, 2021

**EXHIBIT A**  
**FORM OF AGREEMENT**

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**INFRASTRUCTURE CREDIT AGREEMENT**

**by and among**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**INTEGRATED MICRO-CHROMATOGRAPHY SYSTEMS, INC.**

**and**

**IMCS HOLDINGS, LLC**

**Effective as of: [ ]**

## INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of date above stated (“Agreement”), is by and among RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and INTEGRATED MICRO-CHROMATOGRAPHY SYSTEMS, INC., a South Carolina corporation (“IMCS”) and IMCS HOLDINGS, LLC, a South Carolina limited liability company (“Holdings”) (IMCS and Holdings together “Company” together with the County, “Parties,” each, a “Party”).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Infrastructure Credit”) 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 (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, the Company has committed to expand their manufacturing operations in the County (“Project”) on property more particularly identified by Exhibit A (“Land”) to include real property to be purchased prior to the Certification Date, as defined below, consisting of taxable investment in real and personal property of not less than \$4,100,000 and the creation of 20 new, full-time jobs;

WHEREAS, by an ordinance enacted on [April 6, 2021] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:



## ARTICLE I REPRESENTATIONS

**Section 1.1. *Representations by the County.*** The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

**Section 1.2. *Representations by the Company.*** The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment and Jobs Commitment, each as defined below, at the Project; and
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

## ARTICLE II INFRASTRUCTURE CREDITS

**Section 2.1. *Investment Commitment.*** The Company shall invest not less than \$4,100,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2025 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. Failure by the Company to achieve and certify the Investment Commitment by the Certification Date shall be an Event of Default as provide in Article III of this Agreement.

**Section 2.2. *Jobs Commitment.*** The Company shall create 20 new, full-time jobs in the County ("Jobs Commitment") by the Certification Date. The Company shall certify to the County achievement of

the Jobs Commitment by providing documentation to the County sufficient to reflect achievement of the Jobs Commitment on or before the Certification Date. Failure by the Company to achieve and certify the Jobs Commitment by the Certification Date shall be an Event of Default as provided in Article III of this Agreement.

**Section 2.3. Infrastructure Credits.**

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company's Fee Payments due with respect to the Project. The term, amount and calculation of the Infrastructure Credit is described in Exhibit B.

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.3 (a) ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

**Section 2.4. Clawback.** If the Company fails to meet the Investment Commitment or Jobs Commitment by the Certification Date, then the Infrastructure Credit shall be immediately reduced prospectively by the Clawback Percentage (as calculated below) for the remainder of the Credit Term and the Company shall repay a portion of the Infrastructure Credits received.

The portion of the Infrastructure Credit to be repaid ("Repayment Amount") is based on the amount by which the Company failed to achieve the Investment Commitment or Jobs Commitment and is calculated as follows:

$$\text{Repayment Amount} = \text{Total Received} \times \text{Clawback Percentage}$$

$$\text{Clawback Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Investment Commitment}$$

$$\text{Jobs Achievement Percentage} = \text{Actual New, Full-Time Jobs Created} / \text{Jobs Commitment}$$

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

*For example, and by way of example only, if the Company had received \$120,000 in Infrastructure Credits, and had invested \$3,485,000 and created 17 jobs by the Certification Date, the Repayment Amount would be calculated as follows:*

$$\text{Jobs Achievement Percentage} = 17/20 = 85\%$$

$$\text{Investment Achievement Percentage} = \$3,485,000/\$4,100,000 = 80\%$$

$$\text{Overall Achievement Percentage} = (85\% + 80\%)/2 = 82.5\%$$

$$\text{Clawback Percentage} = 100\% - 82.5\% = 17.5\%$$

$$\text{Repayment Amount} = \$120,000 \times 17.5\% = \$21,000$$

The Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.4 within 30 days of receipt of a written statement setting forth the Repayment Amount. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of the Agreement.

**Section 2.5. Filings.** To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 with respect to the Property. Additionally, the Company shall, on or before January 31 of each year during the Credit Term, commencing in January 31, of the year following the first year of commencement as described in Exhibit B, deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, with respect to the Company.

**Section 2.6 Cumulative Infrastructure Credit.** The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

### ARTICLE III DEFAULTS AND REMEDIES

**Section 3.1. Events of Default.** The following are "Events of Default" under this Fee Agreement:

(a) Failure by the Company to achieve and certify the Investment Commitment or the Jobs Commitment by the Certification Date, which failure has not been cured within 30 days following receipt of written notice from the County that the Investment Commitment or the Jobs Commitment has not been certified;

(b) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(c) A Cessation of Operations. For purposes of this Agreement, a “Cessation of Operations” means closure of the Project or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months;

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

(e) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Sections 2.1 and 2.2 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

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

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

### **Section 3.2. Remedies on Default.**

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

**Section 3.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 3.4. Remedies Not Exclusive.** No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

**Section 3.5. Nonwaiver.** A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

## **ARTICLE IV MISCELLANEOUS**

### **Section 4.1. Examination of Records; Confidentiality.**

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment or Jobs Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

**Section 4.2. Assignment.** The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

**Section 4.3. Provisions of Agreement for Sole Benefit of County and Company.** Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

**Section 4.4. Severability.** If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

### **Section 4.5. Limitation of Liability.**

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

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

**Section 4.6. *Indemnification Covenant.***

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

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

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

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

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

**Section 4.7. *Notices.*** All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement,



when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
with a copy to (does not constitute notice):	Parker Poe Adams & Bernstein LLP Attn: Ray E. Jones 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202 Phone: 803.255.8000 Fax: 803.255.8017
if to the Company:	Integrated Micro-Chromatography Systems, Inc. Attn: Mark H. Hanna 110 Centrum Drive Irmo, South Carolina 29063  IMCS Holdings, LLC Attn: Mark H. Hanna 268 Sandstone Road Columbia, South Carolina 29212
with a copy to	Turner Padgett Graham & Laney, P.A. Attn: Ian D. McVey 1901 Main St., Suite 1700 (29201) P.O. Box 1473 Columbia, South Carolina 29202 Phone: 803.227.4267 Fax: 803.400.1564

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

**Section 4.8. Administrative Fees.** The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of \$5,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters

arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

**Section 4.9. Entire Agreement.** This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

**Section 4.10 Agreement to Sign Other Documents.** From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

**Section 4.11. Agreement's Construction.** Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**Section 4.12. Applicable Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

**Section 4.13. Counterparts.** This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 4.14. Amendments.** This Agreement may be amended only by written agreement of the Parties.

**Section 4.15. Waiver.** Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

**Section 4.16. Termination.** Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

**Section 4.17. Business Day.** If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[TWO SIGNATURE PAGES FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Chair, Richland County Council

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk to Council, Richland County Council

*[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]*

IN WITNESS WHEREOF, Integrated Micro-Chromatography Systems, Inc. and IMCS Holdings, LLC, have each caused this Agreement to be executed by their respective authorized officer(s), effective the day and year first above written.

INTEGRATED MICRO-CHROMATOGRAPHY  
SYSTEMS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

IMCS HOLDINGS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

***[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]***

**EXHIBIT A**

**LAND DESCRIPTION**

110 Centrum Drive  
Irmo, South Carolina 29063

268 Sandstone Road  
Columbia, South Carolina 29212

**EXHIBIT B (See Section 2.3)**

**DESCRIPTION OF INFRASTRUCTURE CREDIT**

Beginning with the property tax year as selected by the Company with notice to the County, such property tax year not to be prior to the 2021 property tax year and not after the 2025 property tax year, the Company is entitled to claim a thirty-five percent (35%) Special Source Revenue Credit against the fees-in-lieu of *ad valorem* property taxes on the Project for a consecutive ten (10) year period commencing with the property tax year selected by the Company.



**EXHIBIT C (See Section 2.5)**

**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING  
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

## Richland County Council Request for Action

**Subject:**

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Catawba; and other related matters

**Notes:**

First Reading: March 16, 2021

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT CATAWBA; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina (“Fairfield”), the I-77 Corridor Regional Industrial Park (“Park”) and executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, a company identified for the time being as Project Catawba (and/or a related or affiliated entity, collectively or alternatively, the “Company”), has, as part of a commercial development to be located in the County, committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$72,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and to amend the Park Agreement to include the Land and other real and personal property comprising the Project (collectively, the “Property”) in the Park; and

WHEREAS, the City of Columbia, South Carolina, the municipality in which the Property is located, must consent to the expansion of the boundaries of the Park to include the Property in the Park in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement with the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of

assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

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

**Section 1. Statutory Findings.** Based on representations made by the Company to the County, the County finds that the Project and the Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens.

**Section 2. Expansion of the Park Boundaries; Inclusion of Property.** The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is, contingent upon the City of Columbia's consent to such expansion in accordance with Section 4-1-170(C) of the Act, authorized. The Chair of County Council ("Chair"), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park's boundaries to include the Property is complete on the adoption of this Ordinance by County Council, receipt of the consent of the City of Columbia as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property in the Park, which written notice shall include a copy of this Ordinance and identification of the Property.

**Section 3. Approval of Public Infrastructure Credit; Authorization to Execute and Deliver Agreement.** The Public Infrastructure Credits, as more particularly set forth in the Agreement, against the Company's Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement's terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

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

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

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

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

[End of Ordinance]



RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: March 16, 2021  
Second Reading: April 6, 2021  
Public Hearing: [●], 2021  
Third Reading: [●], 2021

**EXHIBIT A**  
**FORM OF AGREEMENT**

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**PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**PROJECT CATAWBA**

**Effective as of: \_\_\_\_\_, 2021**

## PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of [●], 2021 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and a company identified for the time being as PROJECT CATAWBA (as hereinafter defined “Company” together with the County, “Parties,” each, a “Party”).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, as part of a commercial development to be located in the County, the Company has committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified on Exhibit A hereto (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$72,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on [●], 2021 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park, and the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on [●], 2021 in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

**ARTICLE I  
REPRESENTATIONS**

**Section 1.1. *Representations by the County.*** The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Public Infrastructure, including, but not limited to, the Company Public Infrastructure, as defined below, will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

**Section 1.2. *Representations and Covenants by the Company.*** The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of [●], has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project;
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound; and
- (d) The Company covenants to complete any and all Company Public Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

**ARTICLE II  
PUBLIC INFRASTRUCTURE CREDITS**

**Section 2.1. *Investment Commitment.*** The Company shall invest not less than \$72,000,000 in taxable property in the Project ("Investment Commitment") by [●], 2026 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the

Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the Certification Deadline. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Deadline shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

**Section 2.2. Public Infrastructure Commitment.**

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in the Public Infrastructure as described on Exhibit B hereto ("Company Public Infrastructure"). The Company shall certify its actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County's Economic Development Department sufficient to reflect the Company's investment in the Company Public Infrastructure, in form and substance reasonably acceptable to the County. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth on Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify the Company's investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Deadline (the "Verification Date"), provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

**Section 2.3. Public Infrastructure Credit.**

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described on Exhibit C hereto.



(b) For each tax year for which the Company is entitled to a Public Infrastructure Credit, the County shall prepare and issue the Company's annual Fee Payment bill with respect to the Project net of the Public Infrastructure Credit set forth in **Section 2.3(a)** of this Agreement ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

(d) The County makes no representation or warranty with respect to the Company Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Company Public Infrastructure.

**Section 2.4. Filings; Administration.** To assist the County in administering the Public Infrastructure Credit, with respect to the Company's Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term, as defined on Exhibit C hereto, prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit D, as may be amended by subsequent resolution, with respect to the Company.

**Section 2.5 Cumulative Public Infrastructure Credit.** The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested by the Company in Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with **Section 2.3** of this Agreement.

### ARTICLE III DEFAULTS AND REMEDIES

**Section 3.1. Events of Default.** The following are "Events of Default" under this Agreement:

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

(b) An abandonment or closure of the Project; for purposes of this Agreement, "abandonment or closure of the Project" means failure to place all or a portion of the Project in service by December 31, 2026;

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

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in **Sections 2.1** and **2.2** of this Agreement and under **(a)** above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

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

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

### **Section 3.2. Remedies on Default.**

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

(i) terminate this Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Agreement; or

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

**Section 3.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 3.4. Remedies Not Exclusive.** No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

**Section 3.5. *Nonwaiver.*** A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

#### **ARTICLE IV MISCELLANEOUS**

**Section 4.1. *Examination of Records; Confidentiality.***

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; (iii) verifying the investment in the Company Public Infrastructure; and (iv) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

**Section 4.2. *Assignment.*** The Company may assign or otherwise transfer any of its rights and interests in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company. For purposes of this Agreement, "affiliated entity" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

**Section 4.3. *Provisions of Agreement for Sole Benefit of County and Company.*** Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

**Section 4.4. Severability.** If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

**Section 4.5. Limitation of Liability.**

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

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

(c) The County is not responsible for the Company Public Infrastructure and disclaims all liability with respect to the Company Public Infrastructure.

**Section 4.6. Indemnification Covenant.**

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

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

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

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

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

**Section 4.7. Notices.** All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:                                 Richland County, South Carolina  
Attn: Director of Economic Development  
2020 Hampton Street  
Columbia, South Carolina 29204  
Phone: 803.576.2043  
Fax: 803.576.2137

with a copy to  
(does not constitute notice):                 Parker Poe Adams & Bernstein LLP  
Attn: Ray E. Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202  
Phone: 803.255.8000  
Fax: 803.255.8017

if to the Company:                                 PROJECT CATAWBA  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

with a copy to   Tushar V. Chikhliker, Esq.  
Nexsen Pruet, LLC  
1230 Main Street, Suite 700 (29201)  
Post Office Box 2426  
Columbia, South Carolina (29202)  
Phone: 803.540.2188  
Fax: 803.727.1469

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

**Section 4.8. Administrative Fees.** The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding \$5,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later

than 60 days following receipt of the written request from the County. For purposes of this Section, “Administration Expenses” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys’ fees. Administration Expenses do not include any costs, expenses, including attorneys’ fees, incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County’s Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice.

**Section 4.9. Entire Agreement.** This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

**Section 4.10. Agreement to Sign Other Documents.** From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

**Section 4.11. Agreement’s Construction.** Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**Section 4.12. Applicable Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

**Section 4.13. Counterparts.** This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 4.14. Amendments.** This Agreement may be amended only by written agreement of the Parties.

**Section 4.15. Waiver.** Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

**Section 4.16. Termination.** Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

**Section 4.17. Business Day.** If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.



*[TWO SIGNATURE PAGES FOLLOW]*

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

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Chair, Richland County Council

(SEAL)  
ATTEST:

---

Clerk to Council, Richland County Council

*[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]*

IN WITNESS WHEREOF, PROJECT CATAWBA has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**PROJECT CATAWBA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]*

**EXHIBIT A**

**LAND DESCRIPTION**

**[To be inserted]**

**EXHIBIT B** (See Section 2.2)

**DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE**

The Company Public Infrastructure includes a parking deck for residents of the development that will provide spaces dedicated to public parking on the ground floor. In addition to the parking deck, the Company Public Infrastructure will consist of general infrastructure benefiting the public, including, but not limited to, (i) enhanced streetscaping and landscaping along Catawba and Lincoln Streets, including surface parking spaces for public use, (ii) water, sewer and stormwater improvements, (iii) environmental cleanup, including the remediation of coal waste associated with the former Pinstch Gas Works facility, and (iv) blight eradication, including the removal of two vacant light-industrial buildings to create a connection between the University of South Carolina’s Greek Village and the Granby Mills neighborhood. The anticipated total cost of the Company Public Infrastructure is approximately \$7,800,000, and is further detailed below:

<b>Company Public Infrastructure Budget Estimate</b>	
<b>Description</b>	<b>Budget</b>
Streetscaping/Landscaping ( <i>*including public surface parking</i> )	\$500,000
Water/Sewer/Stormwater Improvements	\$579,148
Water/Sewer/Stormwater Improvements Impact Fees	\$750,000
Parking Deck	\$5,000,000
Eradication of Blight	\$350,000
Environmental Cleanup	\$500,000
General Conditions	\$120,852
<b>Total Projected Company Public Infrastructure Costs</b>	<b>\$7,800,000</b>

Notwithstanding anything above or in this Agreement to the contrary, the Company and the County acknowledge and agree that: (i) the Company Public Infrastructure shall, subject to the provisions of **Section 2.2(c)** of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested in by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the specific line item budget amounts listed above are current estimates and the actual expenditures made by the Company with respect to each such line item may fluctuate as the Project develops.

**EXHIBIT C (See Section 2.3)**

**DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT**

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10<sup>th</sup> year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").



**EXHIBIT D (See Section 2.4)**

**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING  
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

## Richland County Council Request for Action

**Subject:**

FY22 Proposed Budget Calendar

**Notes:**

March 23, 2021 – The A&F Committee recommended Council proceeding with the preparation of a balanced annual budget for fiscal year 2022 and a proposed balanced annual budget for fiscal year 2023.



**Agenda Briefing**

<b>Prepared by:</b>	Lori J. Thomas, MBA, CGFO	<b>Title:</b>	Assistant County Administrator	
<b>Department:</b>	Office of the County Administrator	<b>Division:</b>		
<b>Date Prepared:</b>	March 03, 2021	<b>Meeting Date:</b>	March 23, 2021	
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	March 16, 2021	
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	March 18, 2021	
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	March 16, 2021	
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM		
<b>Committee</b>	Administration & Finance			
<b>Subject:</b>	FY22 Proposed Budget Calendar			

**STAFF’S RECOMMENDED ACTION:**

Staff recommends discontinuation of the biennium budget for the fiscal years 2022 and 2023. Further, 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. Any future action beyond fiscal year 2023 would be contingent upon Council action.

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

Non-applicable.

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

The intent of this action is to discontinue a biennium budget for the next two fiscal years to allow for flexibility as we adapt to the persistent economic pressures imposed by the COVID-19 pandemic. A favorable action on the calendar and proposed budget process 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.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

**STRATEGIC & GENERATIVE DISCUSSION:**

As recommended at the Council Retreat and addressed by memo from County Administrator Brown distributed during the February 9, 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 that will allow an opportunity for discussion and Council input as well as that of Departments, Elected and Appointed Officials, millage agencies and grants.

Each workshop opportunity will focus on specific revenue and funding sources. Any information requested in these workshops that may not be immediately available will be provided in the subsequent workshop. Proposed workshop opportunities are as follows:

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

Staff further recommends that Council discontinue the biennium budget process for fiscal years 2022 and 2023 and approve an annual budget process with a proposed balanced second year budget. The annual budget process would allow more flexibility to adapt to unexpected situations that arise and minimizes the number of budget transfers required to operate as required by a biennium budget. As we work toward a financially sustainable budget, the accuracy of the information, assumptions and estimates used to create a budget are critical. As has been seen over the past biennium with the impacts of COVID-19, the second year budget of a biennium may be far less realistic than that of an annual budget. Future changes to the biennium budget process beyond fiscal year 2023 would be contingent upon further Council action.

An annual budget with a second year proposed budget would provide Council a document using the best information available for both year one and two; however, would not obligate Council for commitment in year two in the event of changes in regulatory statutes, laws or mandates that may develop as well as changing economic factors that may require appropriation changes to ensure the sustainability of the County.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

None.

**ATTACHMENTS:**

1. FY 22 Recommended Budget Calendar





## FY22 RECOMMENDED BUDGET CALENDAR

September 3, 10, and 17, 2020	Council Budget Work Session, 2 <sup>nd</sup> Reading, and 3 <sup>rd</sup> 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)
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

April 15 , 2021	Council Budget Work Session 4-6PM, General Fund and Special Revenue Funds
April 29, 2021	Council Budget Work Session 4-6 pm: Grants
May 3, 2021	Millage Agency Budget Requests are due to RC Budget Office
May 4, 2021	First Reading FY22 Budget/FY23 Budget and Millage ordinances (title only)
May 6, 2021	Council Budget Work Session 4-6 pm Enterprise Funds
May 13 2021	Council Budget Work Session 4-6 PM Millage Agencies and Debt Service, and any remaining business
May 20, 2021	Public Hearing FY22 Budget
May 27, 2021	Second Reading of FY22 Budget/FY23 Budget
<b>June 3, 2021</b>	<b>Third reading of FY22 Budget</b>
June 9, 2021	Open date if Needed
July 15, 2021	Public Hearing and 3rd reading FY23 Budget(If Biennium Budget is continued by Council)

## Proposed Council Rule Related to “Title Only” Items

### **5.2 Other Ordinances-Required Readings**

With the exception of emergency ordinances, all ordinances, including those making supplemental appropriations, shall receive approval at three public meetings of Council on three separate days with an interval of not less than seven days between the second and third readings. An ordinance shall be deemed passed upon third reading approval and thereafter can be rescinded only by a motion to reconsider or rescind that is made prior to approval of the minutes.

Absent a finding by the Chair of exigent circumstances, no ordinance having only a title and no supporting body (i.e. by “Title Only”) shall be placed on a council agenda. The Chair shall report the exigent circumstance to the full body at the call of the item. Notwithstanding the within, ordinances related to economic development projects may be placed on an agenda with a title only, provided that the Chair of the Economic Development Committee recommends such action and a report is presented to the full council, in executive session if necessary and appropriate, providing background information sufficient for the Council to make an informed decision.

If an ordinance does not receive the three (3) readings required within a twelve-month period, it is dead. If the ordinance is reintroduced after the twelve-month period, it must be submitted to the three reading process.



**Agenda Briefing Addendum**

<b>Prepared by:</b>	Ashiya A. Myers	<b>Title:</b>	Assistant to the County Administrator
<b>Department:</b>	Administration	<b>Division:</b>	
<b>Contributor:</b>	Elizabeth McLean	<b>Title:</b>	Acting County Attorney
<b>Contributor:</b>	Stacey Hamm	<b>Title:</b>	Director, Finance Department
<b>Contributor:</b>	Randy Pruitt	<b>Title:</b>	Director, Support Services
<b>Date Prepared:</b>	February 18, 2021	<b>Meeting Date:</b>	March 02, 2021
<b>Approved for Consideration:</b>	County Administrator		Leonardo Brown, MBA, CPM
<b>Committee:</b>	Rules & Appointments		
<b>Agenda Item:</b>	"Consider moving the Horizon meeting to Tuesday and have delivery of finished agendas to Council members by Thursday close of business." [Malinowski, McBride, Terracio, Myers, Newton]		

**COUNCIL INQUIRY #1:**

The committee requested staff provide language to amend the applicable rules.

*Reply:*

See the attached red-lined version of the applicable Council rules.

**COUNCIL INQUIRY#2:**

The committee requested staff feedback relative to logistical changes based upon a Thursday agenda delivery schedule.

*Reply:*

The County Attorney’s Office has expressed concerns regarding its ability to meet the proposed deadline due to staffing. As there are a limited number of attorneys presently available, there may be occasions during which the office is unable to timely complete its reviews.

Per Central Services, delivery is dependent upon timely provision of printed agendas.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

Staff has proposed language for the applicable Council rules. Please note, the briefing document referenced “seven working days” as the proposed Administrative due date for backup documentation. After further review, staff noted the due date should be relative to the meeting date and not relative to the agenda compilation date. Therefore, the Administrative due date should be **ten working days** prior to committee consideration.

**ATTACHMENTS:**

1. Red-lined 2019 Council Rules
2. Sample back-up documentation due date calendar based upon Thursday delivery

Electronic participation shall only be allowed in a Special Called meeting of Council.

- c) Zoning Public Hearing Meetings- Zoning public hearing meetings shall be held on the fourth Tuesday of each month at 7:00 p.m., unless otherwise scheduled by the Chair for good cause, with the consent of a majority of the Council members present.

### 1.6 Quorum

A quorum for the transaction of official business of Council shall consist of six (6) members.

A quorum of a Committee or Subcommittee shall consist of a simple majority of the members comprising said Committee or Subcommittee.

### 1.7 Agenda

- a) Compilation-The agenda for regular meeting of Council shall be compiled by the Clerk of Council on the ~~Wednesday-Tuesday~~ proceeding the first and third Tuesday of each month. Back-up documents for the agenda for all items must be received by the Clerk of Council by the close of business on the ~~Thursday-Wednesday~~ preceding the meeting at which the item is to be considered.

- b) Placing on Agenda (Methods) - Items for Council consideration is placed on the agenda by any of these methods:

- 1) Committee action, or
- 2) Any item defeated, tabled, or not acted on by committee within 90 days of that item having been placed on the committee's agenda may be placed on the Council agenda when the Clerk's Office has received a written request signed by three members of Council, or
- 3) Proclamation introduced by one member of Council presented to the Clerk prior to the agenda deadline, or
- 4) Items authorized by ordinance (e.g. appointment and commissioning of Code Enforcement Officers), or
- 5) The item consists of a notice given to the governing body concerning the location of a proposed home for 9 or fewer mentally or physically handicapped persons.
- 6) In the case of a resolution honoring or recognizing a citizen or organization, the same by unanimous consent may be placed on the agenda and voted on during Council's motion period.

- c) Order- the agenda for regular meetings of Council (and those special called meetings that are the result of the rescheduling of a meeting that had been regularly scheduled, as provided for in Rule 1.5b) of these rules) shall consist of the following categories of business, to be taken up by the Chair in the order listed.

The Chair of County Council shall be an ex-officio member of the Rules and Appointments Committee and Economic Development Committee.

#### **4.3 Jurisdiction**

Unless otherwise ordered, committees shall have jurisdiction only over matters pertaining to the subjects indicated by the names of the respective committees. Personnel matters shall be discussed by the full Council and not by standing or special committees.

#### **4.4 Agendas**

Appropriate written backup material for all items of business that are to be included in the Administration and Finance or Development and Services Committee agendas must be delivered electronically to the County Administrator's Office no later than 5:00 p.m. ~~on the date two weeksten working days~~ prior to the committee's scheduled meeting date.

In exceptional circumstances, time-sensitive items received after the deadline may be added to a committee's agenda at the discretion of the committee's Chairperson, provided the addition is made before agendas are printed and distributed. In the event that the Chair of the committee cannot be reached before agendas are printed, then such items may be added with the consent of a majority of the committee's members. If a majority of the committee's members cannot be reached, the Chair of County Council shall have the discretion to add such items. Once the committee agendas have been printed and distributed publicly, changes to the agenda may only be made by the unanimous consent of the committee during the committee meeting.

Agendas with backup information shall be provided to all members of Council on or before the ~~Friday-Thursday~~ prior to the committee meeting.

#### **4.5 Meetings**

Committees shall meet regularly in a room designated by the Committee Chair. No committee shall meet while the Council is meeting without special leave. No committee shall sit unless a quorum is present. No Council member shall be allowed under any circumstances to vote by proxy. Members of Council, whenever possible, shall make inquiries and requests for information at the Committee meetings. Members of the public may address a Committee with the permission of the Committee Chair and with the consent of the Committee; however, any material that a citizen intends to present, including audio and visual presentations, must be approved by the Clerk of Council prior to the Committee meeting.

#### **4.6 Legislative Action**

Items referred to a committee for consideration shall be listed under one of the following categories: "Items for Action" or "Items for Information, Discussion, and/or Preliminary Action." Additional agenda categories (including, but not limited to, "Presentations," "Notifications," and "Items Pending Analysis") may be added to the agenda as needed for items not requiring immediate committee action.

- a) ITEMS FOR ACTION-For all items requiring action, the committee shall take one of the following actions by majority vote:



Council Meeting



Documents Due



Committee Meeting



Agenda Delivery

9/6/2021 - 11/28/2021

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
September 6	7	8	9	10	11	12
County Holiday 	Agenda briefings due to Admin by COB for the Sept 21 meeting 	Agenda documents due to Clerk's Office by COB for the Sept 14 meeting 				
13	14	15	16	17	18	19
	Agenda briefings due to Admin by COB for the Sept 28 committee meetings. 	Agenda documents due to Clerk's Office by COB for the Sept 21 meeting 				
20	21	22	23	24	25	26
	Agenda briefings due to Admin by COB for the Oct 05 meeting 	Agenda documents due to Clerk's Office by COB for the Sept 28 meetings 				
27	28	29	30	October 1	2	3
		Agenda documents due to Clerk's Office by COB for the Oct 05 meeting 				
4	5	6	7	8	9	10
	Agenda briefings due to Admin by COB for the Oct 19 meeting 					
11	12	13	14	15	16	17
County Holiday 		Agenda documents due to Clerk's Office by COB for the Oct 19 meeting 				
18	19	20	21	22	23	24
25	26	27	28	29	30	31
	Agenda documents due to Admin by COB for the Nov 09 meeting 					
November 1	2	3	4	5	6	7
	Agenda documents due to Admin by COB for the Nov 16 meeting 	Agenda documents due to Clerk's Office by COB for the Nov 09 meeting 	Agenda documents due to Admin by COB for the Nov 18 meeting 			
8	9	10	11	12	13	14
		Agenda documents due to Clerk's Office by COB for the Nov 16 meeting and Nov 18 committees 				
15	16	17	18	19	20	21
			Agenda documents due to Admin for Dec 07 meeting 			
22	23	24	25	26	27	28
			Thanksgiving Holiday			





**Agenda Briefing**

<b>Prepared by:</b>	Michael Niermeier	<b>Title:</b>	Director
<b>Department:</b>	Transportation	<b>Division:</b>	
<b>Date Prepared:</b>	February 17, 2021	<b>Meeting Date:</b>	February 23, 2021
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	February 18, 2021
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	February 18, 2021
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	February 18, 2021
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Transportation Ad Hoc		
<b>Subject:</b>	Clemson Rd. Ph. 1 Sidewalk Project		

**STAFF’S RECOMMENDED ACTION:**

Staff requests Council to approve the award of the Clemson Rd. Ph. 1 Sidewalk Project to Tolleson Limited Company in the amount of \$269,900.00 and to approve a 10% construction contingency of \$26,990.00, for a total budget of \$296,890.00.

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 will come from the \$350,000.00 currently available in the FY21 Budget for this project. A portion of this funding, \$263,485.04, has already been encumbered for this project based on the Engineer’s Estimate. Once this award is approved, the remainder of funds needed will be encumbered from the available funds.

For Budget Use: JL 13330219

**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 Clemson Rd. Ph. 1 Sidewalk Project consists of the installation of a 5'-wide sidewalk and associated ADA ramps, curb/gutter, and guardrail from Clemson Frontage Rd. to Percival Rd. This is approximately 0.5 miles of sidewalk.

#### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

The Engineer's Cost Estimate for this project was \$263,485.04. Tolleson Limited Company was the only bidder for this project, and their bid amount is only \$6,414.96 over the estimate.

#### **ATTACHMENTS:**

1. Procurement Recommendation Package

**RICHLAND COUNTY FINANCE DEPARTMENT  
PROCUREMENT DIVISION**

2020 Hampton Street, Suite 3064  
Columbia, SC 29201  
803-576-2130

Attachment 1



February 17, 2021

Re: Richland County Sidewalk Package S-10 (Clemson Rd Sidewalk) RC-400-B-2021

Dear Mr. Niermeier:

A virtual bid opening was held at 3:00 p.m. EST on Monday, February 15, 2021 via the Richland County's online bidding system (Bonfire) for the project referenced above. The Richland County Procurement and Contracting Office has reviewed the bid received, which was submitted via Bonfire and found no discrepancies. The bid received was as follows:

Tolleson Limited           \$ 269,900.00

Further review shows that Tolleson Limited is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A non-mandatory pre-bid conference was held at 10:00 a.m. on December 2, 2020 to allow attendees to gain information and bidding directives for the project. The meeting ended at 10:05 a.m. after no contractors logged in.

Attached is the final bid tab sheet for your reference, which indicates Tolleson Limited is 2.4% higher than the engineer's estimate of \$ 263,485.04. The bid is considered to be fair and reason. This project was advertised with a SLBE goal of 100% limiting the bidders to SCBE firms only. Tolleson is a certified SLBE firm (certificate attached).

I recommend that a contract be awarded to the lowest responsive and responsible bidder, Tolleson Limited.

Sincerely,

Virginia Goodson

Contract Specialist

CC: Jennifer Wladischkin, Procurement Manager

Erica Wade, OSBO Manager

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CITY OF COLUMBIA, SOUTH CAROLINA

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BUSINESS AND PROFESSIONAL LICENSE

TOLLESON LIMITED COMPANY  
305 STONERIDGE DR SUITE A  
COLUMBIA, SC 29210

305 STONERIDGE DR STE A  
COLUMBIA, SC 29210

*Location of Business  
Notify this office of any change in location or ownership*

LICENSE EXPIRES: December 31, 2020



DATE ISSUED: 04-24-20

TYPE OF BUSINESS: Civil Engineering Consulting

*The issuance of this business license shall serve as a Zoning permit by the Zoning Administrator as required by § 17-83 of the Zoning Ordinance. In accordance with §17-85, a change in use, arrangement, location or construction may be deemed a violation of the Zoning ordinance.*

BUSINESS CODE: W99

LICENSE NUMBER: BL005543-03-2014

*The above named concern has been licensed to do business in Columbia, subject to the provisions of all ordinances of the city.*

Zoning Administrator

Business License Administrator

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE PURSUANT TO SECTION 11-38

**RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT AND CONTRACTING  
2020 HAMPTON STREET, SUITE 3064, COLUMBIA, SC 29204-1002**

<b>Project #:</b> RC-400-B-2021	<b>Project Name:</b> Sidewalk Package S-10 (Clemson Road Sidewalk)	<b>Date: February 3, 2021</b>	
		<b>Time: 10:00 a.m.</b>	
COMPANY NAME	REPRESENTATIVE	EMAIL ADDRESS	TELEPHONE/FAX
Richland County Government	Jennifer Wladischkin		
Richland County Government	Virginia Goodson		
Richland County Government	Michael Niermeier		
Richland County Government	Ali Eliadorani		
Richland County Government	Allison Steele		

**Meeting held virtually**

\*\*\*\*\* PLEASE PRINT CLEARLY! IF THE INFORMATION IS NOT LEGIBLE YOUR ATTENDANCE MAY NOT BE CONSIDERED! \*\*\*\*\*

**Tolleson Limited Company**

**Total Cost** \$ 269,900.00



# *The Tolleson Limited Company*

## *Richland County Government Small Local Business Enterprise Certificate*

Certification Number: 20335892

Valid Until: April 2, 2022

NAICS: 237310, 541330

Certified for: Highways, Streets, and Bridges Construction, Engineering Services



  
Small Local Business Enterprise Program

Issued: September 29, 2020





**Agenda Briefing**

<b>Prepared by:</b>	Michael Niermeier	<b>Title:</b>	Director
<b>Department:</b>	Transportation Department	<b>Division:</b>	
<b>Date Prepared:</b>	March 4, 2021	<b>Meeting Date:</b>	March 23, 2021
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	March 05, 2021
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	March 05, 2021
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	March 05, 2021
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Transportation Ad Hoc Committee		
<b>Subject:</b>	Mitigation Credit Sales – SCDOT US 601 Bridge Replacement		

**STAFF’S RECOMMENDED ACTION:**

Staff respectfully requests the Committee concur with these credit sales and forward to full Council for consideration.

**Request for Council Reconsideration:**  Yes

This approval is time sensitive as the buyer has requested notice of approval as soon as possible due to Army Corps of Engineers permitting constraints.

**FIDUCIARY:**

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

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

This mitigation credit sale will generate \$376,834.30 which will be credited to the Transportation Penny Program.

**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.

<b>Council Member</b>	
<b>Meeting</b>	
<b>Date</b>	

#### STRATEGIC & GENERATIVE DISCUSSION:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to South Carolina Department of Transportation (SCDOT) for an Army Corps of Engineers (ACE) 404 Permit for the replacement of the US 601 McCord's Ferry Road Bridge across Colonels Creek. The applicant is requesting 18.87 wetland and 507.5 stream mitigation credits to fulfill the permitting requirements.

The mitigation bank was established with Transportation Program funding in order to provide mitigation credits necessary to acquire construction permits for transportation and other projects. Construction for transportation projects requires permitting and many projects need mitigation credits to get permitted. It is more cost effective when mitigation credits are available. As surplus mitigation credits are sold, the price for credits utilized for County projects is reduced. The requested mitigation credit sales provide for the acquisition of construction permits required for transportation and other projects as well as to replenish funds spent on the creation of the mitigation credits.

The mitigation bankers were notified by email of the County's desire to participate in this sale subject to final approval by County Council at the 100% level on January 22, 2021 after receiving notification on the same day. When the sales are completed, if approved by County Council, the funds will be added to the Transportation Program account.

If the County Council does not approve the requested sales of its surplus mitigation credits, the County portion of the mitigation credit sales will drop from \$376,834.30 to \$81,920.50 for a difference of \$294,913.80 to the Transportation Program. The County Council has approved surplus mitigation credit sales on many occasions. The last two (2) mitigation credit sales approvals were completed by County Council at the Special Called County Council Meeting on December 8, 2020 and the Regular Session County Council meeting on October 6, 2020. All related County Council actions since 2014 are not included in the attachments for brevity.

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

None

#### ATTACHMENTS:

1. MCMB Credit Sale Checklist\_SCDOT\_US 601 Bridge replacement\_02\_18\_21.pdf
2. MCMB\_SCDOT\_Sales Agr\_SCDOT\_US 601 Bridge Replacement\_02\_18\_21\_Signed.pdf
3. County Council Special Called Session, December 8, 2020 – Minutes SCM\_12\_08\_20 Weyerhaeuser2.pdf
4. County Council Regular Session, October 6, 2020 – Minutes Reg\_10\_06\_20 Weyerhaeuser.pdf

MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	US 601 (McCord's Ferry Road) Bridge Replacement across Colonels Creek
<u>Location:</u>	Richland County, SC
<u>8-Digit HUC Watershed Code</u>	03050104 (Wateree)
<u>Buyer:</u>	South Carolina Department of Transportation
<u>Buyer's USACE 404 Permit #:</u>	SAC 2015-01282
<u>Price Per Wetland Credit:</u>	\$17,000.00
<u>Price Per Stream Credit:</u>	\$175.00
<u>Wetland Credits:</u>	18.87 credits (9.44 wetland restoration/enhancement & 9.43 wetland preservation)
<u>Stream Credits:</u>	507.5 credits (253.75 stream restoration/enhancement & 253.75 stream preservation)
<u>Credit Proceeds:</u>	\$409,602.50
<u>Richland County Credit Share:</u>	\$376,834.30 (92% of \$409,602.50)
<u>MCMH Credit Share:</u>	\$32,768.20 (8% of \$409,602.50)
<u>Fee for Out of Primary Service Area Sale:</u>	\$0.00
<u>Richland County Fee Share:</u>	\$0.00
<u>MCMH Fee Share:</u>	\$0.00
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$409,602.50
<u>Richland County Proceeds Share:</u>	\$376,834.30
<u>MCMH Proceeds Share:</u>	\$32,768.20

AGREEMENT FOR PURCHASE AND SALE OF STREAM  
AND/OR WETLAND MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF STREAM AND/OR WETLAND CREDITS (this "Agreement") is dated this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company, and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION ("Purchaser").

RECITALS

A. The Mill Creek Mitigation Bank (the "Bank") was approved and is being operated pursuant to that certain Final Mitigation Banking Instrument: Mill Creek Mitigation Bank, dated December 22, 2015, United States Army Corps of Engineers - Charleston District (the "Corps") permit number SAC-2014-00222 (the "MBI");

B. Pursuant to the MBI, the Bank may offer wetland and stream credits for sale as compensation for unavoidable adverse impacts to, or for the loss of, among other things, jurisdictional waters of the United States, including wetlands and streams, and other natural habitats and ecosystems, located within that certain geographical service area more particularly depicted on the attached **Exhibit A** (the "Service Area");

C. Purchaser desires to procure compensatory mitigation in connection with the project known as "US 601 (McCord's Ferry Road) Bridge Replacement across Colonels Creek" pursuant to USACE Charleston District permit SAC 2015-01282; and,

D. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland and/or stream mitigation credits pursuant to the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

**1. Recitals.** The recitals to this Agreement are herein incorporated by reference and made an integral part hereof.

**2. Sale of Credits.** Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller (a) TWO HUNDRED FIFTY-THREE and 75/100 (253.75) stream restoration/non-buffer enhancement credits and TWO HUNDRED FIFTY-THREE and 75/100 (253.75) stream preservation credits (collectively, the "Stream Credits") and (b) NINE and 44/100 (9.44) wetland restoration/non-buffer enhancement credits and NINE and 43/100 (9.43) wetland preservation credits (collectively, the "Wetland Credits," and together with the Stream Credits, the "Credits") from the Bank based on the terms and conditions contained herein.

Upon execution of this Agreement, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 3 below) and Purchaser shall remit payment within 14 days of receipt of such invoice. Upon receipt of such payment, Seller will file the documentation with the Corps necessary to transfer the Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement.

**3. Purchase Price.** The purchase price for the (a) Stream Credits shall be ONE HUNDRED SEVENTY-FIVE and 00/100 Dollars (\$175.00) for each Stream Credit, for a total purchase price for the Stream Credits of EIGHTY-EIGHT THOUSAND EIGHT HUNDRED TWELVE and 50/100 (\$88,812.50); and (b) Wetland Credits shall be SEVENTEEN THOUSAND and 00/100 Dollars (\$17,000.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of THREE HUNDRED TWENTY THOUSAND SEVEN HUNDRED NINETY and 00/100 (\$320,790.00), for a grand total purchase price for the Stream Credits and the Wetland Credits of FOUR HUNDRED NINE THOUSAND SIX HUNDRED TWO and 50/100 (\$409,602.50) (the "Purchase Price"). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Credits.

**4. Delivery of Credits.** Upon receipt of the Purchase Price, Seller shall:

- (a) notify the Corps of the completion of the sale using such documentation as required by the Corps, with a copy delivered to Purchaser; and
- (b) deliver to Purchaser a bill of sale for the Credits in substantially the same form as Exhibit B attached hereto.

**5. Representations, Warranties and Covenants.** Seller hereby warrants and represents to, and covenants with, Purchaser as follows:

- (a) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.

(b) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.

(c) Seller has full power and authority to convey the Credits to Purchaser and to consummate the transactions contemplated herein.

(d) Seller shall deliver the Credits to Purchaser free and clear of any liens, security interests or other encumbrances.

(e) There is no pending or threatened action or proceeding affecting Seller before any court, governmental agency, or arbitrator that would adversely affect Seller's ability to comply with its obligations hereunder.

(f) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(g) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank.

(h) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is enforceable in accordance with its terms.

(i) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

**6. Miscellaneous**

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller: Mill Creek Mitigation Holdings LLC  
3414 Peachtree Road NE, STE 990  
Atlanta, Georgia 30326

**With a copy to:**

The Lyme Timber Company LP  
General Counsel  
23 South Main Street, 3<sup>rd</sup> Floor  
Hanover, NH 03755

Purchaser: South Carolina Department of Transportation

Environmental Services Office  
955 Park St. Room 507  
Columbia, SC 29201

**With a copy to:**

Vince McLuskey  
Jackie Galloway

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) Brokerage Commission. Seller and Purchaser each warrant to the other that no broker, agent, salesman or similar person is entitled to a commission or other fee in connection with this transaction.

(c) Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and neither Party shall be bound by representations except as set forth in this Agreement. There are no other agreements or understandings, written or oral, between the parties with regard to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written document executed by both parties.

(d) Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, with the proper venue being Richland County, except to the extent that any applicable federal law or regulation shall supersede South Carolina law in relation to the matters set forth in this Agreement.

(e) Compliance with Applicable Laws. Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.



(f) Severability. The provisions of this Agreement shall be deemed severable and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(g) Additional Assurances. Both of the parties agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(h) Attorney's Fees. If legal action is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action shall be entitled to recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(i) Nature of Credits. The sale and conveyance of the Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest, or ownership of real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty, or liability arising from or incident to ownership of an interest in real property.

(j) Assignability. Neither party hereto may assign its rights and obligations hereunder to any third-party entity without the prior written consent of the other, which may be withheld in the other party's sole discretion.

(k) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall together constitute one and the same Agreement. Signed signature pages may be transmitted by facsimile or email and any such signature or electronic signature shall have the same legal effect as an original.

WITNESS the following authorized signatures:

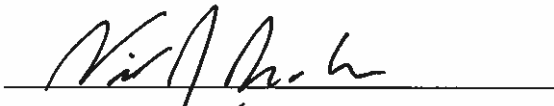
SELLER: MILL CREEK MITIGATION HOLDINGS LLC

By: \_\_\_\_\_

Printed:

Its:

PURCHASER: SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

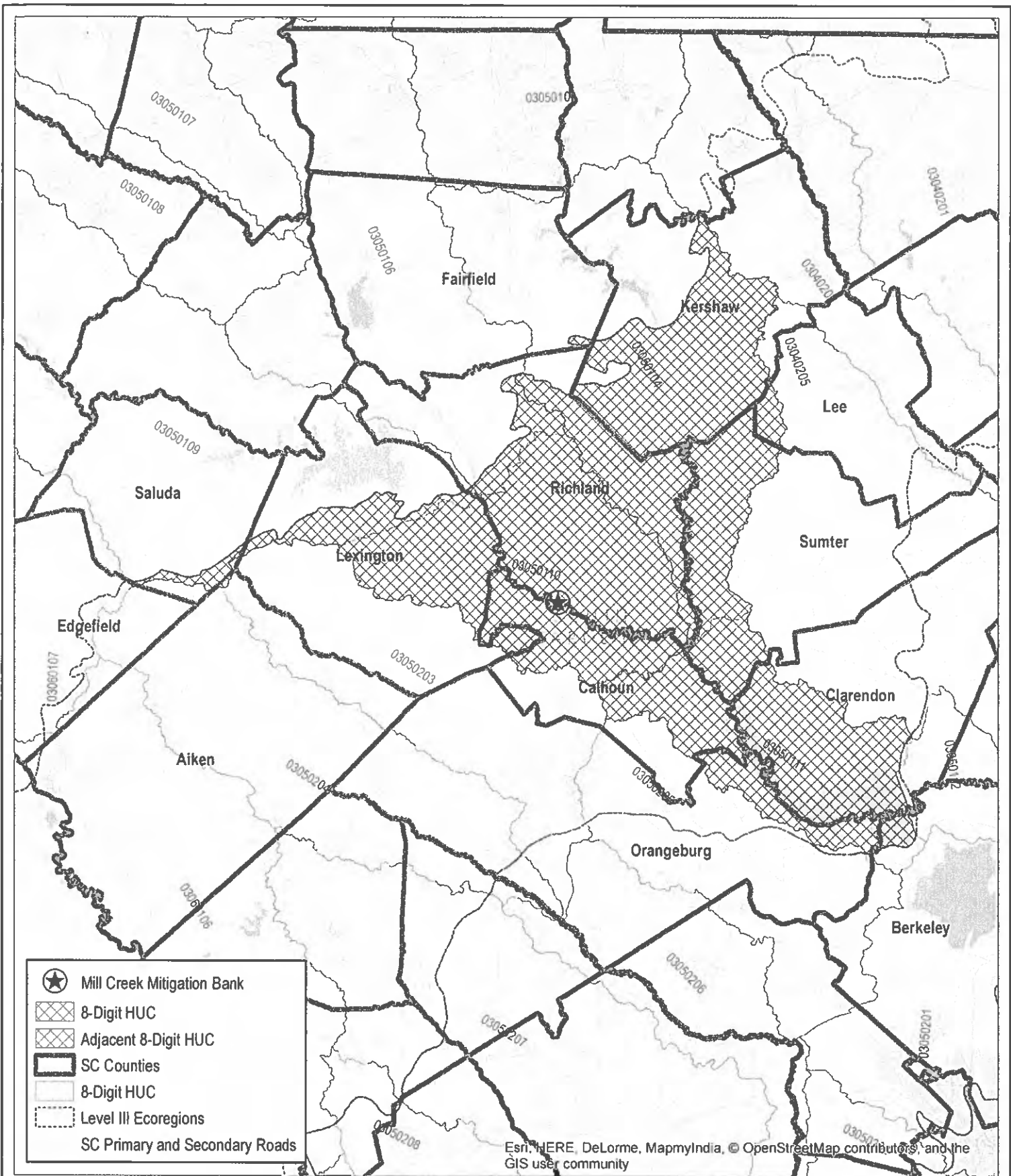
By: 

Printed: Vincent J. McLerran<sup>14</sup>

Its:

**EXHIBIT A**

**[Attach map of Service Area]**



**TIDEWATER**  
 A **JMT** Division  
 952 Houston Northcutt Blvd., Suite 100  
 Mount Pleasant, SC 29464  
 Ph: (843) 558-2624 Fx: (843) 558-4329  
 www.JMT.com

**Figure 16: Service Area Map**  
 Mill Creek Mitigation Bank  
 Richland County, South Carolina  
 Source: ESRI, USGS, EPA  
 Date: July 2016



EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company ("Seller"), and SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Stream and Wetland Mitigation Credits dated \_\_\_\_\_, 2021 (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Stream Credits and Wetland Credits (each as defined in the Agreement) held in Seller's Mill Creek Mitigation Bank, Richland County, South Carolina.

In consideration of the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors, or assigns, \_\_\_\_\_ and \_\_\_/100 Stream Credits and \_\_\_\_\_ and \_\_\_/100 Wetland Credits, to have and hold all such Stream Credits and Wetland Credits, forever. Witness the following authorized signature:

Mill Creek Mitigation Holdings LLC

By: \_\_\_\_\_

Printed:

Its:

Present But Not Voting: Dickerson

Not present: Kennedy

The vote was in favor.

- b. Mitigation Credit Sales - Weyerhaeuser NR Company, I-26 Interchange Widening II – Mr. Manning stated the committee unanimously recommended the sale of these credits sales to Weyerhaeuser NR Company in the amount of \$189,520.94.

In Favor: Malinowski, McBride, Livingston, Terracio, Manning,

Opposed: Walker, Myers, Newton

Not Present: Kennedy

Present Not Voting: Dickerson

The vote was in favor.

Ms. Myers noted she wanted the record to reflect that she was not present at the committee meeting, but would have voted in opposition had she been present.

Mr. Manning moved, seconded by Ms. McBride, to reconsider Items 19(a) and (b).

In favor: Malinowski, Walker, Myers, Newton

Opposed: McBride, Livingston, Terracio, Manning,

Not Present: Kennedy

Present But Not Voting: Dickerson

The motion for reconsideration failed.

- c. FY21 Transportation BAN/BOND – Mr. Manning stated the committee recommended for approval of the resolution, to bond for \$100M, pay down \$25M of outstanding debt from the last Transportation BAN due in February 2021.

Mr. Malinowski noted, on p. 503, we have a staff recommended action that gives us two choices, but there is no real recommendation.

Mr. Manning responded, when it went to committee, we asked for clarification. The clarification they gave us is in the motion he reported out of committee.

Mr. Malinowski stated, on p. 504, it says the original ordinance does not require a resolution, but staff is proposing that we draft a resolution. What is the reason?

Mr. Jones responded, when discussing the requirement of a resolution, the conclusion of Administration, and the Chair, was that it would be best for Council to see all this again and go ahead

**Special Called Meeting  
December 8, 2020**

Mr. Malinowski moved, seconded by Ms. Dickerson, to reconsider this item.

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Manning, Myers and Newton

Not Present: Kennedy

The motion for reconsideration failed.

**19. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

- a. Polo Rd. Widening Service Order – Mr. Manning stated the committee recommended approval of Service Order #11 to Cox & Dinkins for the design of Polo Road Widening, as described in the scope of work.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Manning and Newton

Opposed: Walker and Myers

Not Present: Kennedy

Mr. Manning moved, seconded by Ms. McBride, to reconsider this item.

In Favor: Walker and Myers

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Manning and Newton

Not Present: Kennedy

The motion for reconsideration failed.

- b. I-26 Widening Mitigation Credit Sales – Mr. Manning stated the committee is approve the sale of 6.76 wetlands credits to Weyerhaeuser NR Company for the SCDOT I-26 Interchange Widening Project for \$125,974.40.

Ms. Myers noted the entirety of this mitigation bank is on Old Bluff Road, which is in a blighted portion of Richland County. There has not been any proposed improvements to Old Bluff Road, yet there is a multimillion dollar mitigation bank, with mitigation bank credit sales, to be used to improve other parts of Richland County. Therefore, she will be voting against this item.

In Favor: Malinowski, McBride, Livingston, Terracio and Manning

Oppose: Walker, Myers and Newton

Abstain: Dickerson

Not Present: Kennedy

The vote was in favor.

Mr. Manning moved, seconded by Ms. McBride, to reconsider this item.



In Favor: Walker, Myers and Newton

Opposed: Malinowski, McBride, Livingston, Terracio and Manning

Abstain: Dickerson

Not Present: Kennedy

The motion for reconsideration failed.

- c. Petition for Annexation of Richland County property- Three Rivers Greenway/Saluda Riverwalk – Mr. Manning stated the committee is for First Reading approval of the petition.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Manning, Myers and Newton

Opposed: Walker

Not Present: Kennedy

The vote was in favor.

- d. Transportation Department Organization – Mr. Manning stated the committee recommended approval to create the Transportation Department Finance Manager position. The funding has already been approved for the position. At the committee's October meeting, they will take up the organization chart.

Mr. Livingston inquired if this was staff's recommendation.

Mr. Manning responded in the affirmative.

Ms. Newton inquired if the current organizational chart does not represent where this new position will be, and we will be provided an updated organizational chart at the next committee meeting. In addition, where does the new position fit into the organizational chart?

Mr. Manning responded that the new organizational chart will be presented at the next committee meeting. The position will report to the Transportation Director.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Manning, Myers and Newton

Not Present: Kennedy

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Dickerson, to reconsider this item.

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Manning, Myers and Newton

Not Present: Kennedy

Regular Session  
October 6, 2020



**Agenda Briefing**

**Prepared by:** Ronaldo D. Myers, Director  
**Department:** Alvin S. Glenn Detention Center  
**Date Updated:** November 05, 2020 **Meeting Date:** September 22, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	September 16, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	September 15, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	September 16, 2020
<b>Approved for Consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Detainee Telephone Service		

**Recommended Action:**

Staff recommends approval of the contract to GTL for the detainee telephone service at the Alvin S. Glenn Detention Center.

At its October 27, 2020 meeting, the Administration & Finance Committee moved to accept staff’s recommendation with the direction that rates are not to exceed \$.10 per minute. Should Council approve the committee’s recommendation, staff will negotiate with the vendor as directed.

**Motion Requested:**

1. Move to approve the contract for the detainee telephone service at the Alvin S. Glenn Detention Center; or,
2. Move to deny the contract for the detainee telephone service.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

There is no financial impact to Richland County.

**Motion of Origin:**

There is no associated Council motion of origin.

<b>Council Member</b>	
<b>Meeting</b>	
<b>Date</b>	

## Discussion:

Since 1987, the detention center has privatized the detainee telephone services to provide better service to the detainees without a cost to Richland County.

In January 2020, Richland County Council solicited for a detainee telephone service for the Alvin S. Glenn Detention Center. The current phone contract is held by AmTel Communications. There were five perspective vendors that responded to RFP. (See attached score sheet). The RFP covered the following telephone communication services: GTL was the most responsive vendor. See the below information in reference to GTL.

---

### Inmate Telephone Systems

GTL's feature-rich Inmate Telephone System is a turnkey solution that comes complete with all hardware and software, including the telephone network, circuits, monitoring and recording system, call-control system, secure database, telephones, workstations, printers, and associated software.



### Visitation Management

The GTL VisitMe video visitation solution allows facilities to transition traditional in-person visitation service to a more secure on-premise or remote alternative. The VisitMe Scheduler can eliminate long queues in the visitation area by avoiding the chaos of having a high volume of concurrent visitors.



### Inmate Messaging

Message Link provides an electronic alternative to an otherwise inefficient and potentially tainted communication method. As contraband and cryptic messages are entering correctional facilities through an ever-rising level of creativity, Message Link provides a secure, controlled environment for inmate messaging.



## Handheld Devices

GTL's latest products for the corrections market consist of a series of personal wireless devices for offenders. We provide a restricted operating system that thwarts unauthorized attempts to modify a device's internal settings and prohibits users from installing unapproved applications

## Inmate Services

**DOCUMENTS, REQUESTS, GRIEVANCES, COMMISSARY** Paperless and customizable solutions save staff time, eliminate human error, and expedite processes.

**VIDEO VISITS, PHONE CALLS, AND MESSAGING** (including photo and video attachments) Communication options provide productive and innovative ways for inmates to stay connected with friends and family.

**EDUCATIONAL CONTENT** Educational videos, exercises, courses, and more help inmates transition into the next phase of their lives, secure employment, and break the cycle of reincarceration.

**JOB & LIFE SKILLS** The Learning Management System features content designed to help inmates prepare for work and relationships on the outside.

**MULTIMEDIA CONTENT** Games, music, movies, newsfeed, books, and more reduce stress and keep inmates engaged.

**LAW LIBRARY** Electronic law library provides access to research material while reducing inmate movement around the facility.

**EBOOKS** Tens of thousands of eBooks with titles covering fiction, religion, addiction, recovery, and more.

## The Inspire Tablet Difference

**AVAILABLE TO EVERY INMATE** Inspire offers both free and premium content for inmates on flexible payment models.

**DESIGNED FOR THE CORRECTIONS ENVIRONMENT** Inspire tablets have a multi-layered security architecture that allows for inmates to access locked-down content without navigating to tablet settings or the Internet.

**PROPRIETARY WIRELESS NETWORK** At the heart of the Inspire tablet's network security is GTL Gatekeeper – a full featured security access control software.

**ULTRA-SECURE, LOCKED-DOWN DEVICES** Inspire uses a highly-secure, customized Android operating system that has been modified to permanently remove features that could present potential security risks. Inmates have no access to core device settings other than volume, rotation, and brightness control.

**INDUCTIVE CHARGING** Inspire tablets offer multiple unique charging methods, including wireless charging, to ensure that they are always ready for use.

**AUTOMATES AND DIGITIZES FACILITY SYSTEMS** Inspire tablets help facilities go paperless and automate costly processes such as grievances, requests, and commissary ordering.

**Attachments:**

1. Procurement Consolidated Score Sheet

Consolidated Evaluations						
Evaluation Criteria	Maximum Points	AMTEL	GTL	SECURUS	IC SOLUTIONS	EDOVO
RC-280-P-2020						
Project Name						
Inmate Telephone Services						
<b>Company Profile</b>	30					
Evaluator 1		30	25	30	28	27
Evaluator 2		27	25	26	26	22
Evaluator 3		29	25	30	28	30
		<b>86</b>	<b>75</b>	<b>86</b>	<b>82</b>	<b>79</b>
<b>System Proposed</b>	30					
Evaluator 1		28	30	30	28	27
Evaluator 2		25	27	27	25	27
Evaluator 3		29	30	30	28	20
		<b>82</b>	<b>87</b>	<b>87</b>	<b>81</b>	<b>74</b>
<b>Support and Training</b>	20					
Evaluator 1		20	20	20	20	20
Evaluator 2		15	18	12	18	16
Evaluator 3		20	20	20	20	20
		<b>55</b>	<b>58</b>	<b>52</b>	<b>58</b>	<b>56</b>
<b>Commission</b>	20					
Evaluator 1		10	20	13	15	5
Evaluator 2		10	20	13	15	5
Evaluator 3		10	20	13	15	5
		<b>30</b>	<b>60</b>	<b>39</b>	<b>45</b>	<b>15</b>
<b>GRANDTOTAL</b>	<b>0</b>	<b>253</b>	<b>280</b>	<b>264</b>	<b>266</b>	<b>224</b>



**Agenda Briefing Addendum**

<b>Prepared by:</b>	Ronaldo D. Myers	<b>Title:</b>	Director
<b>Department:</b>	Alvin S. Glenn Detention Center	<b>Division:</b>	
<b>Date Prepared:</b>	November 12, 2020	<b>Meeting Date:</b>	November 10, 2020
<b>Approved for Consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee:</b>			
<b>Agenda Item:</b>	15a: Alvin S. Glenn Detention Center - Detainee Telephone Service		

**COUNCIL INQUIRY #1:**

Staff was asked to enumerate the percentage of the current contracted rate of \$.16 which is received as commission by the County with the current vendor

*Reply:*

See Attachment 1.

**COUNCIL INQUIRY#2:**

Staff was asked to enumerate/estimate the potential percentage on the proposed rate of \$.10 per minute which will be received as commission by the County with the proposed vendor

*Reply:*

See Attachment 1.

**COUNCIL INQUIRY #3:**

Staff was asked to enumerate the cost of fees associated with the service which are received directly by the vendor

*Reply:*

See Attachment 1. Despite staff attempts, the current vendor and the proposed vendor have not provided information relative to the cost of service and equipment provision.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

**ATTACHMENTS:**

1. Phone Revenue
2. FCC Consume Guidance: Telephone Service for Incarcerated Individuals



Contract Terms	Annual Average # of Calls	Annual Average # of Total Call Minutes	Cost Per Minute	Total	Commission Rate at 68.6%	Fees Directly to the Provider
Current	37,379	3,752,268	\$ 0.16	\$ 600,362.88	\$ 411,848.94	\$ 188,513.94

Contract Terms	Annual Average # of Calls	Annual Average # of Total Call Minutes	Cost Per Minute	Total	Commission Rate at 92%	Fees Directly to the Provider
Proposed	37,379	3,752,268	\$ 0.15	\$ 562,840.20	\$ 517,812.98	\$ 45,027.22
Alternative 1	37,379	3,752,268	\$ 0.10	\$ 375,226.80	\$ 345,208.66	\$ 30,018.14
Alternative 2	37,379	3,752,268	\$ 0.05	\$ 187,613.40	\$ 172,604.33	\$ 15,009.07

Estimate of Total Detainee Days Incarcerated at ASGDC for 2020 249,930  
 (Average Daily Population (682) x 365 days)

Note: All fees must be included in the total contracted cost of the call excepted for the attached FCC sheet

Note: Presently, ASGDC does not have any information on the cost for at-home video visitation



# Consumer Guide

## Telephone Service for Incarcerated Individuals

As part of the FCC's efforts to ensure that rates for interstate and international phone calls are just and reasonable for all Americans, the agency is working to rein in the excessive rates and egregious fees on phone calls paid by some of society's most vulnerable people: families trying to stay in touch with loved ones serving time in jail or prison.

Telephone calling options for incarcerated individuals (also known as inmate telephone services and inmate calling services) are limited, as incarcerated persons typically cannot choose their calling provider. This lack of competition, combined with unrestricted rates, has often resulted in unreasonably high phone bills for incarcerated individuals and their families.

### Rate caps for interstate calls from prisons and jails

FCC rate caps apply only to interstate long-distance calls, but not to in-state long distance, local, or international calls. The current interim, interstate rate caps are 21 cents a minute for debit/prepaid calls and 25 cents a minute for collect calls.

On August 7, 2020, the FCC proposed to lower the rate caps for interstate calls and to establish new rate caps for international calling (<https://docs.fcc.gov/public/attachments/FCC-20-111A1.pdf>). The interim rate caps will remain in effect while the Commission considers public comment and acts on its proposals.

### Additional service charges

Providers are allowed to impose the additional service charges listed in the chart below in connection with interstate or international calling services for incarcerated individuals. As of November 23, 2020, consumers may have to pay higher or different additional service charges, if at the time the charges are imposed the calls to which they relate are clearly only in-state calls. (<https://docs.fcc.gov/public/attachments/FCC-20-111A1.pdf>).

Permitted Additional Service Charges	Monetary Cap Per Use / Instruction
Applicable taxes and regulatory fees	Provider may pass these charges through to consumers directly with no markup
Automated payment fees	\$3.00
Single-call fees (i.e., fees for collect calls billed through third parties on a call-by-call basis)	Provider may pass this charge through to consumers directly with no markup, plus the per-minute rate for the call
Live agent fee (i.e., phone payment or account set up with optional use of a live operator)	\$5.95
Paper bill/statement fees (no charge permitted for electronic bills/statements)	\$2.00
Prepaid account funding minimums and maximums	Prohibit prepaid account funding minimums and prohibit prepaid account funding maximums under \$50
Third-party financial transaction fees (e.g., MoneyGram, Western Union, credit card processing fees, and transfers from third party commissary accounts)	Provider may pass this charge through to end user directly, with no markup



## Calls involving the use of TTY

In addition, the Commission has acted to protect incarcerated people with hearing or speech disabilities by limiting charges for calls in which incarcerated individuals or those they call use TTY (text telephones). Per-minute rates for TTY-to-TTY calls are capped at 25 percent of the rates providers charge for other calls involving incarcerated individuals and providers are not permitted to collect any charge or fee for TTY-to-voice or voice-to-TTY calls.

## Other rules for interstate calling services for incarcerated individuals

No provider of calling services for incarcerated individuals may block a collect call solely because it lacks a prior billing relationship with the called party's telephone provider unless the provider also offers debit, pre-paid, or pre-paid collect calling options.

FCC rules require that, when an incarcerated person places a collect call, each service provider must identify itself to the person receiving the call before connecting the call. Each service provider must also disclose how the receiving party may obtain rate quotations before the call is connected.

Additionally, the service provider must permit the receiving party to terminate the telephone call at no charge before the call is connected.

## Filing a complaint

If you feel you or a family member has been overcharged by a provider of calling services for incarcerated individuals, you can file a complaint with the FCC.

- File a complaint online at [consumercomplaints.fcc.gov](https://consumercomplaints.fcc.gov)
- By phone: 1-888-CALL-FCC (1-888-225-5322); TTY: 1-888-TELL-FCC (1-888-835-5322); ASL 1-844-432-2275
- By mail (please include your name, address, contact information and as much detail about your complaint as possible):

Federal Communications Commission  
Consumer and Governmental Affairs Bureau  
Consumer Inquiries and Complaints Division  
45 L Street NE  
Washington, DC 20554

## Other resources

States may have their own rules governing in-state calling services for incarcerated individuals. To complain about violations of state rules, contact the state public utility commission in the state where the call took place. State public utility commission addresses may be found at [naruc.org/about-naruc/regulatory-commissions](https://www.naruc.org/about-naruc/regulatory-commissions) or in the government section of your local telephone directory.

## Alternate formats

To request this article in an alternate format - braille, large print, Word or text document or audio - write or call us at the address or phone number above, or send an email to [fcc504@fcc.gov](mailto:fcc504@fcc.gov).

Last Reviewed: 10/27/2020





## **REQUEST OF ACTION**

**Subject:** FY20 - District 3 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$19,000** for District 3.

### **B. Background / Discussion**

For the 2020 - 2021 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY21, Special Called Meeting – June 11, 2020:** Establish Hospitality Tax discretionary accounts for each district in FY21 at the amount of \$82,425. Move that all unspent H-Tax funding for FY19-20 be carried over and added to any additional funding for FY20-21.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY21 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 3 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2020 Remaining	\$211,050
Previous FY21 Allocations	\$ 63,000
Wiley Kennedy Foundation Gospel Brunch	\$ 19,000
<b>Total Allocation</b>	<b>\$ 19,000</b>
<b>Remaining Balance</b>	<b>\$211,475</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of Budget FY19 June 21 ,2018
- 3<sup>rd</sup> Reading of the Budget FY20 June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21 June 11, 2020

**D. Alternatives**

1. Consider the request and approve the allocation.
  
2. Consider the request and do not approve the allocation.

**E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.