

RICHLAND COUNTY

REGULAR SESSION

AGENDA



TUESDAY FEBRUARY 6, 2024

6:00 PM

COUNCIL CHAMBERS



Richland County Council 2023-2024



Derek Pugh
District 2
Vice Chair



Jessica Mackey
District 9
Chair



Jason Brantham
District 1



Overture Walker
District 8



Gretchen Barron
District 7



Yvonne McBride
District 3



Chakisse Newton
District 11



Allison Terracio
District 5



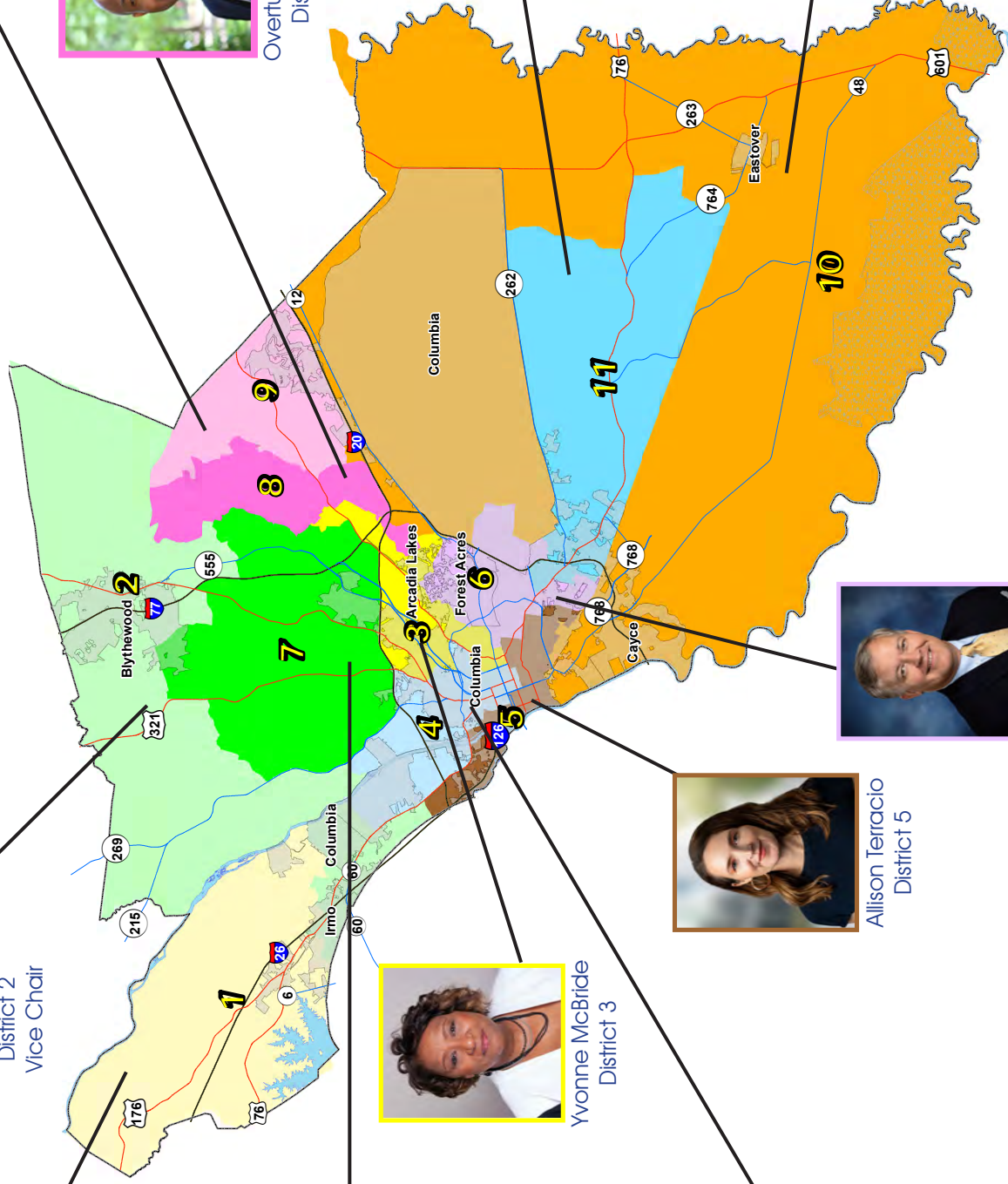
Paul Livingston
District 4



Don Weaver
District 6



Cheryl English
District 10





**Richland County
Regular Session**

AGENDA

February 6, 2024 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

1. CALL TO ORDER

The Honorable Jesica Mackey,
Chair Richland County Council

a. ROLL CALL

2. INVOCATION

The Honorable Jesica Mackey

3. PLEDGE OF ALLEGIANCE

The Honorable Jesica Mackey

4. PRESENTATION OF PROCLAMATIONS

a. A Proclamation Recognizing Chung Ho Yi

The Honorable Don Weaver
The Honorable Paul Livingston

5. APPROVAL OF MINUTES

The Honorable Jesica Mackey

a. Regular Session: January 2, 2024 [\[PAGES 9-11\]](#)

6. ADOPTION OF AGENDA

The Honorable Jesica Mackey

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

Patrick Wright,
County Attorney

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

a. Legal Update: Transportation Road Map

8. CITIZEN'S INPUT

The Honorable Jesica Mackey

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

9. CITIZEN'S INPUT

The Honorable Jesica Mackey

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

10. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

- a. Updates for Consideration
- b. Administrator's Nomination: Items in this section require action that may prejudice the County's interest in a discernable way (i.e. time sensitive, exigent, or of immediate importance)
 - 1. Richland Library - Acquisition of Edgewood Library Branch - 2101 Oak Street [\[PAGES 12-48\]](#)
 - 2. Community Planning & Development Services - Conservation Division: Richland Owner LLC Mitigation Credit Sales [\[PAGES 49-60\]](#)
 - 3. Chief Magistrate -County Magistrate Offices Improvement Priority List: [\[PAGES 61-65\]](#)
 - a. Olympia Magistrate
 - b. Pontiac Magistrate
 - c. Lykesland Magistrate
 - d. Dentsville Magistrate
 - e. Waverly Magistrate
 - f. Eastover Magistrate

11. REPORT OF THE CLERK OF COUNCIL

Anette Kyrlo,
Clerk of Council

12. REPORT OF THE CHAIR

The Honorable Jesica Mackey

- a. Affordable Housing Ad Hoc Committee

13. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Jesica Mackey

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 3, Airports
- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 18, Offenses, by amending Section 18-4, Unsafe and Noxious Vegetation, so as to establish standards for unsafe and noxious vegetation, to define necessary terms, to provide that the responsible party of the property has a duty to maintain or remove unsafe and noxious vegetation and to amend the cut back requirements for certain property lines, to provide a penalty for the failure to maintain or remove unsafe or noxious vegetation, and to remove language allowing a responsible party to request that work be done by the Department of Public Works for the County

- c. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Building and Building Regulations; so as to codify the 2021 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, the International Existing Building Code, The International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2009 South Carolina Energy Conservation Code, and the 2020 National Electric Code (NDPA 70)

14. APPROVAL OF CONSENT ITEMS

The Honorable Jesica Mackey

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 3, Airports [THIRD READING] [\[PAGES 66-79\]](#)
- b. County Attorney's Office - Road Closure Petition - Forest Glen Circle [\[PAGES 80-93\]](#)
- c. Department of Public Works - Engineering Division - Comprehensive Transportation Improvement Plan Fiscal Year 2024 [\[PAGES 94-112\]](#)
- d. Department of Public Works - Jim Hamilton – LB Owens (CUB) Airport - Airport Manual Update [\[PAGES 113-177\]](#)
- e. County Administrator - Lease Renewal - Community Partners of the Midlands, LLC, a corporation of the United Way of the Midlands [\[PAGES 178-214\]](#)
- f. Department of Public Works - Stormwater Management Division - Hickory Ridge Stormwater Conveyance Upgrade Design [\[PAGES 215-218\]](#)

15. THIRD READING ITEMS

The Honorable Jesica Mackey

- a. An Ordinance amending the Richland County Code of Ordinances, Chapter 18, Offenses, by amending Section 18-4, Unsafe and Noxious Vegetation, so as to establish standards for unsafe and noxious vegetation, to define necessary terms, to provide that the responsible party of the property has a duty to maintain or remove unsafe and noxious vegetation and amend the cut back requirements for certain property lines, to provide a penalty for the failure to maintain or remove unsafe and noxious vegetation, and to remove language allowing a responsible party to request that work be done by the Department of Public Works for the County [\[PAGES 219-222\]](#)

16. SECOND READING ITEMS

The Honorable Jesica Mackey

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to codify the 2021 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2009 South Carolina Energy Conservation Code, and the 2020 National Electric Code (NDPA 70)
[\[PAGES 223-231\]](#)
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Shreds to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters
[\[PAGES 232-263\]](#)

17. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Overture Walker

- a. Sunset Drive Sidewalk Project Award of Construction
[\[PAGES 264-270\]](#)

18. OTHER ITEMS

The Honorable Jesica Mackey

- a. FY24 - District 3 Hospitality Tax Allocations [\[PAGES 271-272\]](#)
 - 1. Auntie Karen Foundation - \$17,500
- b. FY24 - District 4 Hospitality Tax Allocations [\[PAGES 273-274\]](#)
 - 1. Auntie Karen Foundation - \$4,000
- c. FY24 - District 5 Hospitality Tax Allocations [\[PAGES 275-276\]](#)
 - 1. Richland County Library - \$2,500
- d. FY24 - District 7 Hospitality Tax Allocations [\[PAGES 277-278\]](#)
 - 1. Oliver Gospel Mission - \$3,000
 - 2. Auntie Karen Foundation - \$10,000
- e. FY24 - District 8 Hospitality Tax Allocations [\[PAGES 279-280\]](#)
 - 1. Richland County Library - \$3,750
- f. FY24 - District 9 Hospitality Tax Allocations [\[PAGES 281-282\]](#)

1. Richland County Recreation Foundation- Jazz Fest - \$5,000

2. Richland County Library - \$4,315

g. FY24 - District 11 Hospitality Tax Allocations [\[PAGES 283-284\]](#)

1. Richland County Library - \$5,000

19. EXECUTIVE SESSION

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

Patrick Wright,
County Attorney

20. MOTION PERIOD

21. ADJOURNMENT

The Honorable Jesica Mackey



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



Richland County Council
Regular Session
MINUTES
January 2, 2024 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Kyle Holsclaw, Michelle Onley, Ashiya Myers, Lori Thomas, Leonardo Brown, Patrick Wright, Anette Kirylo, Aric Jensen, Angela Weathersby, Abhijit Deshpande, Susan O'Cain, Andrew Haworth, Thomas Gilbert, Wayne Thornley, Ashley Fullerton, Dale Welch, Sandra Haynes, Michael Maloney, Judy Carter, Jennifer Wladischkin, Tamar Black, and Stacey Hamm

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – Pastor Ed Stewart led the Invocation on behalf of the Honorable Overture Walker.
3. **PLEDGE OF ALLEGIANCE** – The Honorable Overture Walker led the Pledge of Allegiance.
4. **APPROVAL OF MINUTES**
 - a. **Special Called Meeting: December 12, 2023** – Ms. Barron moved to approve the minutes as submitted, seconded by Ms. McBride.

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

The vote in favor was unanimous.
 - b. **Zoning Public Hearing: December 14, 2023** – Ms. Newton moved to approve the minutes as submitted, seconded by Ms. Terracio.

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

The vote in favor was unanimous.
5. **ADOPTION OF AGENDA** – County Attorney Patrick Wright requested to remove Item 9(a): “Executive Session: Operating Expense Accounts” from the agenda.

Mr. Pugh moved to adopt the agenda as amended, seconded by Ms. Barron.

In Favor: Branham, Pugh, McBride, Livingston

The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Mr. Walker thanked his colleagues for their confidence in him and for allowing him to serve as Council Chair. He extended a special thanks to Ms. Mackey, Vice-Chair, for her unwavering support. He presented Ms. Mackey with a token of his appreciation.

Mr. Pugh, Ms. English, and Ms. McBride expressed their appreciation for Mr. Walker and Ms. Mackey's outstanding job as Chair and Vice-Chair, respectively.

ELECTION OF CHAIR

6.

Mr. Livingston moved to nominate Ms. Mackey for the position of Chair, seconded by Ms. Terracio.

The floor for nominations was closed.

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

The vote in favor was unanimous.

Ms. Mackey thanked her colleagues for their overwhelming support.

ELECTION OF VICE-CHAIR

Ms. English moved to nominate Mr. Pugh for the position of Vice-Chair, seconded by Ms. Barron.

The floor for nominations was closed.

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

The vote in favor was unanimous.

Mr. Pugh thanked his colleagues for supporting him for the position of Vice-Chair.

SELECTION OF SEATS

1. Cheryl English
2. Jason Branham
3. Gretchen Barron
4. Yvonne McBride
5. Derrek Pugh
6. Jessica Mackey
7. Paul Livingston
8. Overture Walker
9. Don Weaver
10. Allison Terracio
11. Chakisse Newton

OTHER ITEMS

- a. FY24 – District 1 Hospitality Tax Allocations (Capital City Lake Murray Country - \$10,000)
- b. FY24 – District 5 Hospitality Tax Allocations (Columbia Museum of Art - \$10,000)
- c. FY24 – District 6 Hospitality Tax Allocations (SC Philharmonic - \$5,000)
- d. FY24 – District 9 Hospitality Tax Allocations (Pink & Green Community Service Foundation - \$5,000)

Ms. Newton moved to approve Items 9(a) – 9(d), seconded by Ms. McBride.

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

The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 9(a) – 9(d), seconded by Ms. Terracio.

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

The motion for reconsideration failed.

POINT OF PERSONAL PRIVILEGE – Ms. Mackey and the Clerk of Council, Anette Kyrlo, presented Mr. Walker with tokens of their appreciation for his service as Council Chair.

10. **ADJOURNMENT** – Ms. Barron moved to adjourn the meeting, seconded by Ms. Newton.

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

The vote in favor was unanimous.

The meeting adjourned at approximately 6:19 PM.



Report of the County Administrator

Regular Session - February 06, 2024

UPDATES FOR CONSIDERATION:

General Updates

ADMINISTRATOR'S NOMINATION:

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

Richland Library - Acquisition of Edgewood Library Branch - 2101 Oak Street: Staff recommends approval of the Richland Library's acquisition of the Edgewood Library Branch located at 2101 Oak Street.

Community Planning & Development Services - Conservation Division: Richland Owner LLC Mitigation Credit Sales: Staff recommends approval of the Richland Owner, LLC. request to purchase 5.1 wetland credits for the construction of the Comet Richland Apartments in Richland County at a rate of \$20,000 per credit.

Chief Magistrate -County Magistrate Offices Improvement Priority List: Staff requests approval of the priority list as proposed by Judge Valerie Stroman, Chief Magistrate, for County Magistrate facility improvements in the following order:

1. Olympia Magistrate
2. Pontiac Magistrate
3. Lykesland Magistrate
4. Dentsville Magistrate
5. Waverly Magistrate
6. Eastover Magistrate

ATTACHMENTS:

1. Richland Library 2101 Oak Street Acquisition Documentation
2. Agenda Briefing: Community Planning & Development Services - Conservation Division: Richland Owner LLC Mitigation Credit Sales
3. Agenda Briefing: Chief Magistrate -County Magistrate Offices Improvement Priority List

LEASE

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

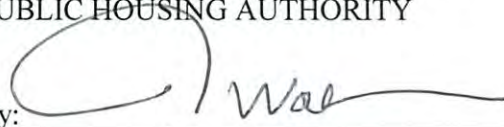
Witnesses for Lessor:

LESSOR

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



Witness

By: 

Name: Gilbert Walker
Its: Executive Director


Witnesses for Lessee:

LESSEE

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



Witness

By: 

Name: Torrey Rush
Its: Chairman, County Council

Witness

By: _____
Name: _____
Its: _____

STATE OF SOUTH CAROLINA

AMENDMENT TO LEASE

COUNTY OF RICHLAND

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

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

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

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

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

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

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

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

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

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

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

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

Lessor:

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

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

Lessee:

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

By: _____ (Seal)
Name:
Its:

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

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

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

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

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

Lessor:

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

By: _____ (Seal)

Name:

Its:

Lessee:

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

By: Paul King (Seal)

Name:

Its:



Investors Title Insurance Company

P.O. Drawer 2687
Chapel Hill, North Carolina 27515-2687

State of South Carolina, County of Richland

SELLER/BORROWER AFFIDAVIT

(Seller to execute if sale; Borrower to execute if refinance or construction)

Commitment Number: 2020500.0000025

To induce the above-referenced agent to issue a policy in accordance with the above commitment, the undersigned Seller/Borrower being first duly sworn, depose and say as follows:

1.	The deponent(s) is/are the owner of the real estate referred to in the above-referenced commitment.
2.	The deponent(s) is/are a citizen of the United States, is under no legal disability, has not been divorced since purchasing the real estate, and had never been known by any other name (except as listed below), or the Seller/Borrower is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code or Income Tax Regulations).
3.	That no proceedings in bankruptcy or receivership have been instituted by or against the deponents(s), nor has deponent(s) made any assignment for the benefit of creditors, which is in effect as to said real estate.
4.	That, to deponent's knowledge, there are no actions or proceedings now pending in any State or Federal Court directly involving the real estate or asserting any claim of lien therein.
5.	That there are no delinquent real estate taxes or unpaid current real estate, special assessments or pending assessments, or unpaid utility bills involving the real estate.
6.	That there are no unpaid bills or claims for labor, services, or material furnished for alteration, repair or construction of any improvement to said real estate, and no such alteration, repair or construction has occurred within the last six (6) months. NOTE: If alterations, repairs or construction has occurred within this time frame, an Affidavit Regarding Liens must be completed. Please contact the agent listed above for the appropriate form.
7.	That unless otherwise indicated, the real estate is vacant, and there are no unrecorded liens, leases or options to purchase, or other unrecorded provisions, easements, rights of way, or agreements which encumber the real estate.
8.	That no dispute exists between deponent(s) and others concerning the title to said real estate, the boundary lines of same, nor the location of the improvements upon this real estate or the adjoining real estate.
9.	The deponent(s) know(s) of no other real estate mortgages on the property other than the mortgage(s) disclosed on the title insurance commitment AND deponent(s) have not made any draws against any open equity line loans secured by the above referenced real estate that are to be paid down or closed as a condition of the loan.
10.	That unless otherwise indicated, the real estate has not been used as collateral by deponent for a loan made to a person other than the deponent(s) or to a business in which the deponent(s) has (have) an interest. If so, please list below.
11.	There are no purchase money obligations being created in this transfer in favor of any seller.
12.	There are no mobile or manufactured houses located on the real estate that have not been previously disclosed.
13.	The deponent will take no action hereafter, and through the date of the recordation of the deed of conveyance, to further encumber or otherwise affect title to the said real estate.

Note any exceptions to the above statements here: _____

FURTHER DEPONENT(S) SAYETH NOT.

SELLER/BORROWER: The Housing Authority of the
City of Columbia, South Carolina, a South Carolina
Public Housing Authority

By: _____

Its: _____

Executed, subscribed and sworn to me
this__ day of _____, 2023.

(Seal)

Notary Public for the State of _____

My Commission Expires: _____

Print Notary Name: _____



Investors Title Insurance Company

P.O. Drawer 2687
Chapel Hill, North Carolina 27515-2687

EXHIBIT A

PROPERTY DESCRIPTION

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

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

Tax Map No. R-11505-01-19

SELLER'S CLOSING STATEMENT

SELLER: The Housing Authority of the City of Columbia, South Carolina, a South Carolina Public Housing Authority

PURCHASER: Richland County, South Carolina, on behalf of Richland County Public Library

RE: 2101-13 Oak Street, Columbia, SC
TMS# R 11505-01-19

DATE: _____, 2023

PURCHASE PRICE: \$300,000.00

LESS:

Earnest Money Deposit* N/A
Deed Stamps Exempt (§12-24-40(2))
Real Estate Commission N/A
Seller Attorney's Fees POA
Release of Deed of Trust \$10.00

Total Deductions \$10.00

TOTAL BALANCE DUE SELLER AT CLOSING: **\$ 299,990.00**

SELLER:

The Housing Authority of the City of
Columbia, South Carolina, a South
Carolina Public Housing Authority

By: _____
Name: _____
Its: _____

PURCHASER'S CLOSING STATEMENT

SELLER: The Housing Authority of the City of Columbia, South Carolina, a South Carolina Public Housing Authority

PURCHASER: Richland County, South Carolina, on behalf of Richland County Public Library

RE: 2101-13 Oak Street, Columbia, SC
TMS# R 11505-01-19

DATE: _____, 2023

PURCHASE PRICE: \$300,000.00

PLUS:

Recording Fees (Deed estimate)	\$15.00
Title Exam, update & record.....	POC
Commitment & Title Insurance Premium	\$950.00
Purchaser Attorney's Fees	POC
Ad Valorem Taxes.....	N/A

LESS: N/A

BALANCE DUE FROM PURCHASER AT CLOSING **\$300,965.00**

PURCHASER:

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

By: _____
Name: _____
Its: _____

SUMMARY OF DISBURSEMENTS

SELLER: The Housing Authority of the City of Columbia, South Carolina, a South Carolina Public Housing Authority

PURCHASER: Richland County, South Carolina, on behalf of Richland County Public Library

RE: 2101-13 Oak Street, Columbia, SC
TMS# R 11505-01-19

DATE: _____, 2023

Amounts Received From Purchaser: **\$300,965.00**

Amounts Paid Out:

1. Firm Title, LLC..... \$ 950.00
(Commitment & insurance premium)
2. The Housing Authority of the City of Columbia.....\$299,990.00
3. Burr & Forman LLP as reimbursement for
Fees paid to Richland County RMC Office.....\$25.00

TOTAL PAID OUT: **\$ 300,965.00**

SELLER:

The Housing Authority of the City
of Columbia, South Carolina, a South
Carolina Public Housing Authority

By: _____
Name: _____
Its: _____

PURCHASER

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

By: _____
Name: _____
Its: _____

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

CERTIFICATE AND AFFIDAVIT OF NON-FOREIGN STATUS

The undersigned, being duly sworn, hereby deposes, certifies and states on oath as follows:

That the undersigned The Housing Authority of the City of Columbia, South Carolina, a South Carolina Public Housing Authority (“Transferor”), and are duly authorized to execute this Certificate and Affidavit in his/her capacity;

That the principal address of Transferor is 1917 Harden Street, Columbia, SC 29204.

That Transferor’s U.S. Employer Identification Number is _____.

That Transferor is not “foreign corporation”, “foreign partnership”, “foreign trust”, or “foreign estate” as such terms are defined in the United States Internal Revenue Code of 1986, as amended (the “Code”) and Regulations promulgated thereunder, and is not otherwise a “foreign person”, as defined in Section 1445 of the Code;

That the undersigned is making this Certificate and Affidavit pursuant to the provisions of Section 1445 of the Code in connection with the sale of the real property described on Exhibit “A”, attached hereto and incorporated herein by reference, by the Transferor to Richland County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, on behalf of the Richland County Public Library, a component unit of the County (the “Transferee”), which sale constitutes the disposition by the Transferor of a United States real property interest, for the purpose of establishing that the Transferee is not required to withhold tax pursuant to Section 1445 of the Code in connection with such disposition; and

That the undersigned acknowledges that this Certificate and Affidavit may be disclosed to the Internal Revenue Service by the Transferee and that any false statement made herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined the foregoing Certificate and Affidavit and hereby certify that it is true, correct and complete.

SELLER: The Housing Authority of the
City of Columbia, South Carolina, a South Carolina
Public Housing Authority

By: _____

Date: _____, 2023

Name: _____

Its: _____

EXHIBIT A

PROPERTY DESCRIPTION

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

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Tax Map No. R-11505-01-19



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
SELLER'S AFFIDAVIT NONRESIDENT SELLER WITHHOLDING
S.C. Code Section 12-8-580

I-295
(Rev. 6/25/10)
3278

This is an affidavit of facts. Whether or not this affidavit is sufficient to relieve the buyer of the responsibility to withhold is governed by SC Revenue Ruling #09-13. Please read this affidavit carefully in conjunction with this Advisory Opinion.

The undersigned on oath, being first duly sworn, hereby certifies as follows:

1. This affidavit is being given in connection with a sale of real estate pursuant to SC Revenue Ruling #09-13.
2. I have attached to this affidavit a description of the real property and any tangible personal property being sold as a part of this sale. The real property is located in the county of Richland and its tax map number(s) is portion of R 11505-01-19.
3. The undersigned is the seller of the property described in the attached description.
4. The closing date of this sale is _____, 2023.
5. The Seller's name is The Housing Authority of the City of Columbia, South Carolina.
6. The Seller's address is 1917 Harden Street, Columbia, SC 29204.
7. The Seller's Social Security Number (SSN) or Federal Employer Identification Number (FEIN) is: _____.
8. The undersigned acknowledges its obligation to file a South Carolina income tax return for the year of sale.
9. ☐ **Resident.** The Seller is a resident of South Carolina, as that term is defined in the South Carolina income tax laws (Code Section 12-6-30 et seq.) .
10. ☐ **Deemed Resident (must be a business).** Pursuant to Code Section 12-8-580(C) and SC Revenue Ruling #09-13, the Seller is deemed to be a resident of South Carolina because:
 1. a. The Seller is a corporation incorporated outside South Carolina, has its principal place of business in South Carolina, and does no business in its state of incorporation, **or**
 - b. The Seller (i) has been in business in South Carolina during the last two taxable years, including the year of sale, (ii) will continue substantially the same business in South Carolina after the sale, (iii) is not delinquent with respect to filing any South Carolina income tax returns, (iv) has filed at least one South Carolina income tax return, and (v) has a certificate of authority to do business in South Carolina or is registered to do business in South Carolina; **and**
 2. The Seller agrees to report the sale on a timely filed South Carolina income tax return.
11. ☐ **Tax-Exempt Organizations.** The Seller is an organization exempt from income taxes under Internal Revenue Code Section 501(a) or is an insurance company exempt from South Carolina taxes on income.
12. ☐ **Gain Amount.** The Seller affirms pursuant to Code Section 12-8-580(B) that the amount of gain to be recognized on this transaction and on which buyer is to make the requisite withholding will not exceed \$396,368.00.
13. ☐ **Withholding Amount Equals Entire Net Proceeds.** If the withholding amount is limited to the entire net proceeds, any lien, mortgage or credit line advance which was made within one year prior to the closing was not made in contemplation of the sale. See Question and Answer 15 in SC Revenue Ruling #09-13 for a discussion of loans made in contemplation of the sale.
14. **Installment Sale.**
 - ☐ The Seller will report this sale on the installment method for South Carolina income tax purposes, and has attached an amortization schedule correctly designating the principal and interest portions of the payments. If withholding is to be limited to the gain, the Seller has entered the gain amount in item 12.
 - ☐ The Seller elects out of the installment sale method for South Carolina purposes and will report the entire withholding in one payment. If withholding is to be limited to the gain, the Seller has entered the gain amount in item 12.

15. ☐ **Principal Residence or Involuntary Conversion - Nonrecognition of Gain.** The sale of the property will not be subject to taxes because of Internal Revenue Code Section 121 (sale of a principal residence) or Internal Revenue Code Section 1033 (involuntary conversions). If the Seller fails to comply with Section 1033, the Seller acknowledges an obligation to file an amended South Carolina income tax return for the year of the sale.
16. **Like Kind Exchange.**
- ☐ In a simultaneous exchange, the entire gain deferred under Internal Revenue Code Section 1031.
- ☐ A gain will be partially recognized. Enter the gain amount in item 12.
- ☐ The gain is to be deferred under Internal Revenue Code Section 1031 using a qualified intermediary and the steps required by SC Revenue Ruling #09-13 have been completed. The Seller authorizes the qualified intermediary to release modified forms and any other information relevant to the withholding, including information otherwise confidential in Code Section 12-54-240 as described in SC Revenue Ruling #09-13, Question 22, Option 2.
17. ☐ **Employee Relocation.** The transaction involves the sale of an employee's property which is being sold by an employer or relocation company in connection with the employee's transfer. For income tax purposes the sale is treated as a sale by the employer or relocation company.

The undersigned understands that this affidavit may be disclosed to the Department and that any false statement contained herein could be punished by fine, imprisonment, or both.

By: _____
The Housing Authority of the City of Columbia,
South Carolina, a South Carolina Public Housing
Authority

Its: _____

Executed, subscribed and sworn to me
this ____ day of _____, 2023.

(Seal)
Notary Public for the State of _____
My Commission Expires: _____
Print Notary Name: _____

Social Security Privacy Act Disclosure

It is mandatory that you provide your social security number on this tax form if you are an individual taxpayer. 42 U.S.C. 405(c)(2)(C)(i) permits a state to use an individual's social security number as means of identification in administration of any tax. SC Regulation 117-201 mandates that any person required to make a return to the SC Department of Revenue shall provide identifying numbers, as prescribed, for securing proper identification. Your social security number is used for identification purposes.

The Family Privacy Protection Act

Under the Family Protection Act, the collection of personal information from citizens by the Department of Revenue is limited to the information necessary for the Department to fulfill its statutory duties. In most instances, once this information is collected by the Department, it is protected by law from public disclosure. In those situations where public disclosure is not prohibited, the Family Privacy Protection Act prevents such information from being used by third parties for commercial solicitation purposes.

Out Internet address is: www.sctax.org

EXHIBIT A

PROPERTY DESCRIPTION

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

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

Tax Map No. R-11505-01-19

SETTLEMENT AGENT/FILER
Burr & Forman LLP
P.O. Box 11390
Columbia, SC 29211
Tel. (803)799-9800

Tax Year 2023
Form 1099-S

PROCEEDS FROM REAL
ESTATE TRANSACTIONS

SUBSTITUTE 1099-S

NOTICE TO SELLER

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanctions will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported:

File Number: 2020500.0000052

File Name: Richland Library / Oak Street

Property Location: 2101-13 Oak Street, Columbia, South Carolina

Tax Parcel #: R 11505-01-19

Purchaser: Richland County, South Carolina on behalf of Richland County Public Library

Seller: The Housing Authority of the City of Columbia, South Carolina, a South Carolina Public Housing Authority

Seller's Address: 1917 Harden Street, Columbia, SC 29204

Seller's Tax I.D. Number: _____ Bus.: X Ind. _____

Gross Sales Price: \$300,000.00 Tax Credit to Seller: \$ _____

Seller Received Consideration Other Than Cash: Yes: _____ No: X

Residential: No Other: Commercial

Date of Sale: _____, 2023

You are required by law to provide the Settlement Agent with your taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Signed, sealed and delivered
in the presence of:

The Housing Authority of the City of Columbia,
South Carolina, a South Carolina Public Housing
Authority

Witness #1 signs here
Print Name: _____

By: _____
Its: _____
Name: _____

Witness #2 signs here
Print Name: _____

NOTE: Reporting of information concerning this transaction to the IRS will be determined by requirements promulgated by the IRS for such reporting for the year in which closing occurs.

NOTICE TO SELLER

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanctions will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported:

- 1) Gross Sales Price, your name and address, closing date and property description as shown on attached HUD-1.
- 2) Your Tax I.D. number as disclosed to us on 1099 Reporting Form.
- 3) Receipt by you of any property or services other than cash as part of the consideration.

NOTE: Reporting of information concerning this transaction to IRS will be determined by requirements promulgated by IRS for such reporting for the year in which closing occurs.

The Housing Authority of the City of Columbia Transferor Affidavit
Tax Lien Inapplicable
SC Code Section 12-54-124

The undersigned transferor hereby certifies as follows:

1. This affidavit is being given in connection with a transfer of property to assure the transferee that the Department will not assert that Code Section 12-54-124 placed a lien against the assets in the hands of the transferee, and if applicable, the Department will not refuse to issue a license and will not revoke a license based upon Code Section 12-54-124. This affidavit issued for purposes of Code Section 12-54-124 is valid for 30 days from the date signed.

It is understood that this affidavit does not protect the transferee from a lien placed on the assets prior to the transfer by other statutory or judicial means, or relieve the transferor of his liabilities to pay all of its taxes or file all applicable returns, and that it does not protect the transferee from the Department refusing to issue a license, or revoking a license, for any other reason. For example, the transferee is not protected from a lien existing on the property due to nonpayment of real property taxes.

2. The undersigned is the transferor of the assets described in the attached description.
3. The Transferors' name is The Housing Authority of the City of Columbia, South Carolina, a South Carolina Public Housing Authority.
4. The Transferor's address is 1917 Harden Street, Columbia, SC 29204.
5. The Transferor's taxpayer identification number is: _____.
6. The date of Transfer is _____, 2023.
7. The Transferee's name is Richland County, SC on behalf of Richland County Public Library.
8. The Transferee's address is 1431 Assembly Street, Columbia, SC 29201.

We each hereby certify the following concerning the transfer (check appropriate box):

☐ The assets transferred are not business assets.

☐ Less than a majority of the business assets, based on fair market value, are being transferred in this and other related planned transfers.

The undersigned authorizes the delivery and disclosure of this affidavit to the South Carolina Department of Revenue and acknowledges that any false statement contained herein is punishable by fine, imprisonment, or both. Recognizing that I am subject to the criminal penalties under Code Section 12-54-44(B)(6)(a)(i), I declare that I have examined this affidavit and to the best of my knowledge and belief it is true, correct, and complete.

The Housing Authority of the City of Columbia,
South Carolina, a South Carolina Public Housing
Authority

By: _____
Its: _____

Date: _____, 2023

EXHIBIT A

PROPERTY DESCRIPTION

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Tax Map No. R-11505-01-19

DEED OF RELEASE OF DECLARATION OF TRUST

THIS DEED OF RELEASE (this “**Deed**”) is made this ____ day of _____, 2023, by the Housing Authority of the City of Columbia, a South Carolina public body corporate and politic (“**CHA**”), at the direction of United States of America acting by and through the Secretary of U.S. Department of Housing and Urban Development (“**HUD**” or “**Secretary**”).

WITNESSETH:

WHEREAS, CHA previously has executed a Declaration of Trust, dated as of January 16, 1997, recorded on February 20, 1997, in Deed Book 1366 at Page 272 in the Office of the Register of Deeds for Richland County, SC (the “**Declaration of Trust**”), which Declaration of Trust contains grants to the Secretary of certain rights and impose certain restrictions in favor of the Secretary with respect to the property more particularly described on **Exhibit “A”** attached hereto and incorporated herein by reference (the “**Property**”); and

WHEREAS, the aforesaid Declaration of Trust provides for CHA to hold the Property in trust for HUD and to assure HUD of CHA’s compliance with the obligations described in the Declaration of Trust; and

WHEREAS, the Declaration of Trust provides that CHA, with the approval of HUD, may obtain releases of any project, in whole or in part, which is subject to the Declaration of Trust by the approval of a duly authorized officer of HUD, and

WHEREAS, CHA has requested HUD to authorize the release of certain real property encumbered by the Declaration of Trust, thereby, and

HUD has agreed to grant the request to release the aforesaid real property from the Declaration of Trust as set forth in the **Exhibit B** outlined hereto and incorporated herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements of the parties contained herein, and for the purposes of carrying out the intentions expressed above, HUD and CHA intending to be legally bound hereby covenant and agree as follows:

1. All the Property situate in Columbia, South Carolina, described on **Exhibit A** attached hereto and made a part hereof, is released and discharged from the aforesaid Declaration of Trust.
2. The release of the Property described on **Exhibit A** from the Declaration of Trust shall not in any way affect the encumbrance, operation or effect of the Declaration of Trust upon the remainder of the property thereunder, and the Declaration of Trust shall remain in full force and effect as to the residue of the property not expressly released hereby.

IN WITNESS WHEREOF, the parties have duly executed this Deed of Release of Declaration of Trust, the day and year first above written.

IN WITNESS WHEREOF, CHA, acting at the direction of HUD, has duly executed this Deed of Release of Declaration of Trust, the day and year first above written.

WITNESS:

HOUSING AUTHORITY OF THE CITY OF
COLUMBIA, SC

Witness #1 signs here
Print Name: _____

By: _____ [SEAL]
Name: _____
Title: _____

Witness #2 signs here
Print Name: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned notary public for the State of South Carolina, do hereby certify that _____, it's _____ of the City of Columbia, SC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the above named party. The person providing the acknowledgement is either known to me or has provided satisfactory evidence of identification to be the person whose name is subscribed to the foregoing instrument.

Witness my hand and official seal this the ____ day of _____, 2023.

(AFFIX NOTARY SEAL)

Notary Public for _____
Print notary name: _____

My Commission Expires: _____

EXHIBIT "A"

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

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

Tax Map No. R-11505-01-19

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED is executed the ____ day of _____, 2023, by **The Housing Authority of the City of Columbia, South Carolina** (the "**Grantor**") to **Richland County, South Carolina**, a body politic and corporate, and a political subdivision of the State of South Carolina, on behalf of the Richland County Public Library, a component unit of the County ("**Grantee**"), whose mailing address is 1431 Assembly Street, Columbia, South Carolina 29201.

WITNESSETH:

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

SEE EXHIBIT A ATTACHED HERETO
AND INCORPORATED HEREIN

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

The Property further is conveyed SUBJECT TO the reservation by Grantor, its successors and assigns of a non-exclusive appurtenant easement (the “Easement”) for pedestrian and vehicular access, ingress and egress over the driveways located on the Property to provide access to certain parking spaces located on Grantor’s adjacent real property having Richland County Tax Map number R11505-01-02, for so long as that parcel is owned by the Grantor and the areas adjacent to the Property are utilized for vehicular parking. The reserved easement shall expire and terminate automatically upon the Grantor’s sale of Richland County Tax Map number R11505-01-02 or if said areas are no longer used for parking.

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

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

SUBJECT TO THE MATTERS SET FORTH ABOVE, GRANTOR does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular said Property unto Grantee and Grantee's successors and assigns from and against any claims by, under or through

Grantor and Grantor's successors and assigns and every other person whomsoever lawfully claiming, or to claim, the same of any part thereof.

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

Signed, sealed and delivered
in the presence of:

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

Witness #1 signs here

Print Name _____

By: _____ (SEAL)

Name: _____

Its: _____

Witness #2 signs here

Print Name _____

STATE OF _____)

)

COUNTY OF _____)

ACKNOWLEDGEMENT

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

Witness my hand and official seal this the ____ day of _____, 2023.

(NOTARY SEAL)

Notary Signature

Notary Public for the State of South Carolina

Print Notary name: _____

My Commission Expires: _____

EXHIBIT A

PROPERTY DESCRIPTION

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Tax Map No. R-11505-01-19

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information.
2. The property located at 2101 Oak Street, City of Columbia, Richland County, South Carolina, having Richland County Tax Map Number R11505-01-19 was transferred by Deed of The Housing Authority of Columbia, South Carolina to Richland County on _____, 2023.
3. Check one of the following: The deed is
 - (a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☒ exempt from the deed recording fee because it is a transfer realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school district – Exemption #2
(If exempt, please skip items 4-7, and go to item 8 of this affidavit).

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

Check: Yes No

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

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

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

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$_____.
- (b) Place the amount listed in item 5 above here: \$-0-_____
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$_____.

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

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

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

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

SWORN to before me this _____
day of _____, 2023.

By: _____
Name: _____
Its: _____

Notary Public for South Carolina
My Commission Expires: _____

INFORMATION

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

Exempted from the fee are deeds:

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

**RICHLAND COUNTY
ADMINISTRATION**

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

Report of the County Administrator Attachment 2



Agenda Briefing

Prepared by:	Quinton Epps	Title:	Division Manager
Department:	Community Planning & Development	Division:	Conservation
Date Prepared:	December 12, 2023	Meeting Date:	February 6, 2024
Legal Review	Patrick Wright via email	Date:	December 20, 2023
Budget Review	Abhijit Deshpande via email	Date:	January 12, 2024
Finance Review	Stacey Hamm via email	Date:	January 12, 2024
Approved for consideration:		Assistant County Administrator	Aric A Jensen, AICP
Meeting/Committee	Regular Session		
Subject	Richland Owner, LLC - Mitigation Bank Credit Sales		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the Richland Owner, LLC. request to purchase 5.1 wetland credits for the construction of the Comet Richland Apartments in Richland County at a rate of \$20,000 per credit.

Request for Council Reconsideration: ☒ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

These mitigation credit sales and the Out of Service Area Fee will generate \$113,687.50 which will be credited to the Transportation Penny Program.

Applicable department/grant key and object codes: 1233100000-461000

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to the recommended entity and amounts to fulfill their permitting requirements.

The total combined transaction value is \$113,687.50 which will be returned to the Penny Program. The County's current credit ledger balance is as follows:

Credit Type	Released County Credits	County Credits Used or Sold	County Reserved Credits	Available County Credits
Wetland	800.000	262.765	100.00	437.235
Stream	30,000.000	26,600.00	3,400.00	0.00

Interim Transportation Director Maloney estimates as currently constituted, the remaining projects in the Transportation Penny program will require 100 wetland credits and 3,400 stream credits. Those numbers would increase if the Penny tax is extended and more projects are added. Based on these estimates, the request for 5.1 wetland credits and 0.0 stream credits will not impact the County's ability to implement the Penny Program. As such, staff recommends approval for the sale of 5.1 wetland credits from the County Credits. This will bring the County's current credit ledger balance to the following which will meet the projected need for the Penny Program:

Credit Type	Released County Credits	County Credits Used or Sold	County Reserved Credits	Available County Credits
Wetland	800.000	267.865	100.00	432.135
Stream	30,000.000	26,600.00	3,400.00	0.00

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

The Mill Creek Mitigation Bank (MCMB) has met and continues to meet portions of all six (6) of the Strategic Goals in the Strategic Planning Report for Richland County dated June 29, 2022 as outlined below:

1. Foster Good Governance – Objective 1.1: The MCMB began with realistic and achievable goals, a shared vision and agreement with county leadership, using metrics for accountability, in collaboration with other governments, and has been re-evaluated during our annual plans each year.
2. Invest in Economic Development – Objective 2.1: The MCMB helps to create high paying jobs through planned growth and strategic development projects by providing mitigation where needed to offset environmental impacts to water resources and restore, preserve and enhance our natural resources.
3. Commit to Fiscal Responsibility – Objective 3.1: The MCMB has been aligned with budget priorities by providing mitigation opportunities at a reduced cost to Richland County, bringing in funds from other sources, and promoting sustainable economic development in Richland County.

4. Plan for Growth through Inclusive and Equitable Infrastructure – Objective 5.1: The MCMB has been a model for interdepartmental coordination and plans to enable smart growth. It has provided positive outcomes for development along with the preservation of sensitive lands.
5. Achieve Positive Public Engagement – Objective 6.4: The MCMB has provided and continues to provide wetland and stream credits to many development projects in Richland County and other areas of the state achieving success stories for Richland County.
6. Establish Operational Excellence – Objective 7.5: The MCMB has met the original goals to provide mitigation credits for the Transportation Penny Program as well as other development projects and to preserve, restore and enhance sensitive lands in Richland County.

ATTACHMENTS:

1. Mill Creek Credit Sale Checklist - Comet Richland Apartments - Richland Owner LLC
2. RC Wetland Credit Sales Agreement Richland Owner LLC

MITIGATION SURPLUS CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Comet Richland Apartments
<u>Location:</u>	Richland County, SC
<u>8-Digit HUC Watershed Code</u>	03050104 (Wateree River)
<u>Buyer:</u>	Seth Coker, Richland Owner, LLC
<u>Permittee:</u>	Seth Coker, Richland Owner, LLC
<u>Permittee's USACE 404 Permit #:</u>	SAC-2023-00175
<u>Price Per Wetland Credit:</u>	\$20,000.00
<u>Price Per Stream Credit:</u>	N/A
<u>Wetland Credits:</u>	5.1 credits (2.55 restoration/enhancement & 2.55 preservation)
<u>Stream Credits:</u>	0.00 credits
<u>Credit Proceeds:</u>	\$102,000.00
<u>Fee for Out of Service Area Sale:</u>	\$11,687.50
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$113,687.50
<u>Penny Program Proceeds Share:</u>	\$113,687.50

AGREEMENT FOR PURCHASE AND SALE OF WETLAND MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF WETLAND CREDITS (this "Agreement") is dated this ____ day of ____, 2023 by and between RICHLAND COUNTY and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and Richland Owner, LLC ("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;

C. Purchaser desires to procure compensatory mitigation in connection with the project known as "Richland Owner" (the "Purchaser's Project") pursuant to USACE Charleston District file number SAC-2023-00175; and,

D. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland 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 AND FIFTY-FIVE HUNDREDTH (2.55) wetland restoration/non-buffer enhancement credits and TWO AND FIFTY-FIVE HUNDREDTH (2.55) wetland preservation credits (together, the "Wetland 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 hold Wetland Credits on its ledger for the benefit of Purchaser until such time as Purchaser provides written notice to Seller to deliver the Wetland Credits as provided in Section 4 below (the "Written Notice to Deliver the Wetland Credits"). For avoidance of doubt, upon receipt by Seller of the Purchase Price, the sale of the Wetland Credits to Purchaser shall be final, and shall not be contingent upon receipt by Purchaser of the approval of the Purchaser Project by the applicable regulatory authorities, or upon any other matter.

3. Purchase Price. The purchase price for the Wetland Credits shall be TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) for each Wetland Credit, for a total price for the Wetland Credits of ONE HUNDRED AND TWO THOUSAND DOLLARS (\$102,000.00) and a secondary service area charge of ELEVEN-THOUSAND SIX HUNDRED EIGHTY-SEVEN AND 50/100 (\$11,687.50)] for a total purchase price of ONE HUNDRED AND THIRTEEN THOUSAND SIX HUNDRED EIGHTY-SEVEN AND 50/100 (\$113,687.50) (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 Wetland Credits.

4. Delivery of Wetland Credits. Upon receipt of the Written Notice to Deliver the Wetland Credits, Seller shall:

(a) notify the Corps of the completion of the sale using such documentation as required by the Corps necessary to transfer the Wetland Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement, with a copy delivered to Purchaser; and

(b) deliver to Purchaser a bill of sale for the Wetland 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 Wetland Credits to Purchaser and to consummate the transactions contemplated herein.

(d) Seller shall deliver the Wetland 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: Richland County
 Attn: Quinton Epps
 2020 Hampton St, 3rd Floor Rm 3063A
 Columbia, SC 29205

With a copy to:

Parker Poe Adams & Bernstein LLP
Attn: Ray Jones
1221 Main St., Suite 1100
Columbia, SC 29201

Purchaser: Richland Owner, LLC
Attn: Seth Coker
246 Rehoboth Ave.
Greensboro, North Carolina 27401

With a copy to:

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 Wetland Credits. The sale and conveyance of the Wetland 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. Except as provided below, 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. Notwithstanding the foregoing sentence, Seller may assign this Agreement to a third-party entity which (i) purchases the Bank from Seller and assumes the rights, duties, and obligations of "bank sponsor" thereunder, and (ii) assumes in writing the obligations of Seller under this Agreement. Purchaser shall not have the right to consent to an assignment of the type described in the preceding sentence, but Seller shall provide Purchaser written notice of such assignment within 10 days following such assignment. Purchaser may assign its rights and obligations hereunder to any successor in interest of Purchaser or any entity that purchases all or part of the Purchaser's Project provided that party assumes the duties and obligation connected to the Credits, any requirements tied to USACE Charleston District file number SAC-2023-00175, and any state and federal permits related to the Purchaser's Project including, but not limited to, the ACE 404 permit applicable to the Purchaser's Project.

(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: RICHLAND COUNTY

By: _____

Printed:

Its:

PURCHASER: Richland Owner, LLC

By: _____

Printed:

Its:

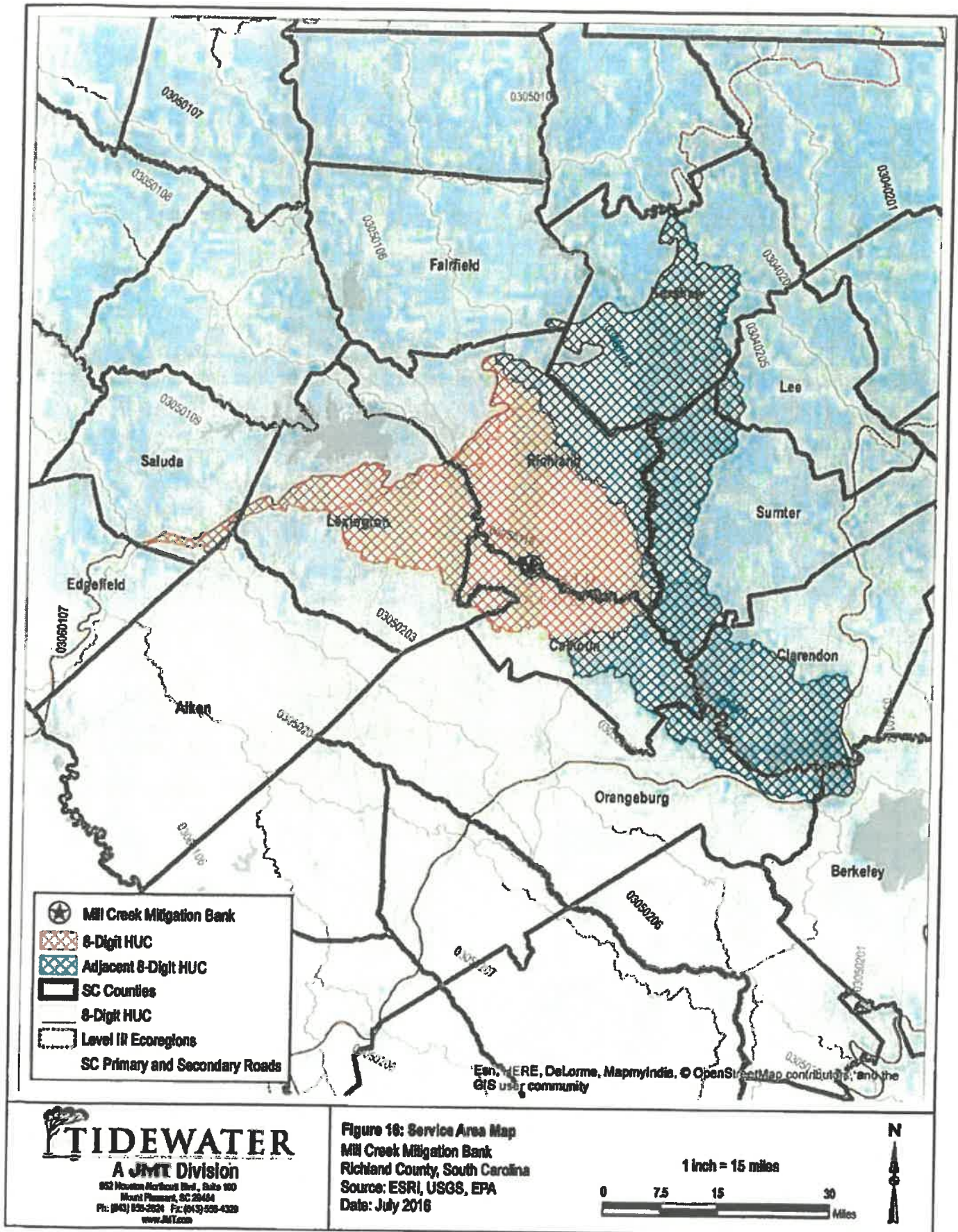


EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the ____ day of ___, 2023, by MILL CREEK MITIGATION BANK ("Seller"), and RICHLAND OWNER, LLC ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Wetland Mitigation Credits dated ____, 2023 (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 Wetland Credits (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, TWO AND FIFTY-FIVE HUNDREDTH (255) wetland restoration/non-buffer enhancement credits and TWO AND FIFTY-FIVE HUNDREDTH (2.55) wetland preservation credits, to have and hold all such Wetland Credits, forever. Witness the following authorized signature:

Richland County

By: _____

Printed:

Its:

**Agenda Briefing**

Prepared by:	Valerie R. Stroman	Title:	Chief Magistrate
Department:	Magistrate	Division:	
Date Prepared:	January 16, 2024	Meeting Date:	February 6, 2024
Legal Review	Patrick Wright via email	Date:	January 30, 2024
Budget Review	Darlene Gathers via email	Date:	January 31, 2024
Finance Review	Stacey Hamm via email	Date:	January 25, 2024
Approved for consideration:		County Administrator	Leonardo Brown, MBA, CPM
Meeting/Committee	Regular Session		
Subject	Priority List for Magistrate Facility Improvement Projects		

RECOMMENDED/REQUESTED ACTION:

Staff requests approval of the priority list as proposed by Judge Valerie Stroman, Chief Magistrate, for County Magistrate facility improvements in the following order:

1. Olympia Magistrate
2. Pontiac Magistrate
3. Lykesland Magistrate
4. Dentsville Magistrate
5. Waverly Magistrate
6. Eastover Magistrate

Request for Council Reconsideration: ☒ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Council previously allocated \$8,000,000 for the purpose of improving and/or relocating County Magistrate facilities within their specific jurisdiction. The current balance of available funding is \$7,314,149.

Applicable department/grant key and object codes: 1344995000-532200 JL 13441860

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

“I move to direct staff, by way of the County Administrator, to continue in its development of a proposal for the beautification of the Old Antique Mall site as an expansion of the Broad River Road Corridor Façade Grant Program. This beautification effort is intended to be an intermediary improvement until such a time that the highest and best use for the site is determined via community engagement as part of the Richland Renaissance Initiative. Staff should also work in concert with Richland County Sheriff’s Department and County Magistrate’s Office to provide a comprehensive proposal for Council consideration.”

Council Member	Joyce Dickerson, formerly of District 2
Meeting	Regular Session
Date	November 17, 2020

STRATEGIC & GENERATIVE DISCUSSION:

Council previously allocated \$8,000,000 for the purpose of improving and/or relocating County Magistrate facilities within their specific jurisdiction as well as housing Magistrates in County owned facilities as opposed to leasing facilities. The original plan was to use a consistent floor and elevation plan to ensure facilities that meet the needs of the Courts. This plan would be the one used for the construction of the Hopkins Magistrate office. Updated pricing is currently being secured from the original construction firm. These funds will address the priorities listed in order until all locations have been completed. Individual recommendations will be presented to Council as contracts/arrangements are secured.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

- Goal 4: Plan for growth through inclusive and equitable infrastructure
 - Objective 4.3: Create excellent facilities
- Goal 6: Establish operational excellence
 - Objective 6.7: Address current and future resource needs

ATTACHMENTS:

1. Floor plan and Elevations

ALL RIGHTS RESERVED. THIS DRAWING AND THE DESIGN SHOWN THEREON ARE COPYRIGHTED AS PRESCRIBED BY THE LAWS OF THE UNITED STATES AND ARE THE PROPERTY OF GMM ASSOCIATES ARCHITECTURAL DIVISION. ANYONE DUPLICATING, REPRODUCING OR CAUSING TO BE REPRODUCED THE WHOLE OR PART OF THESE DRAWINGS OR THE DESIGN THEREON WITHOUT PERMISSION OF THE ARCHITECT WILL BE SUBJECT TO LEGAL ACTION.

CONTRACTORS SHALL BE AWARE THAT THESE DRAWINGS ARE "DESIGN/BUILD" SCOPE OF WORK. LEVEL DRAWINGS AND THE CONTRACTOR SHALL FURNISH AND INSTALL ANY AND ALL MATERIALS AND LABOR TO PRODUCE FULLY FUNCTIONAL SYSTEMS THAT MEET THE DESIGN INTENT, WHETHER SHOWN ON THE DRAWINGS OR NOT. CONTRACTORS SHALL SEESE THESE DRAWINGS AS ESTABLISHING A LEVEL OF QUALITY AND SCOPE OF WORK. RECOVERED MATERIALS AND LABOR TO MEET ALL CODES AND REGULATIONS SHALL BE FURNISHED AND INCLUDED IN THE CONTRACTORS PRICE. REQUEST FOR ADDITIONAL FUNDS TO INCLUDE MATERIALS AND LABOR TO MEET CODES AND COMPLY WITH REGULATIONS WILL NOT BE ALLOWED.

consultants

OWNER
RICHLAND COUNTY
COLUMBIA, SOUTH CAROLINA

project name
RICHLAND COUNTY MAGISTRATES
OFFICES HOPKINS
NEW CONSTRUCTION
5425 LOWER RICHLAND BLVD.
HOPKINS, SC
project number
18801.02A

seals/signature

issued for
CONSTRUCTION DOCUMENTS

date
SEPTEMBER 9, 2019

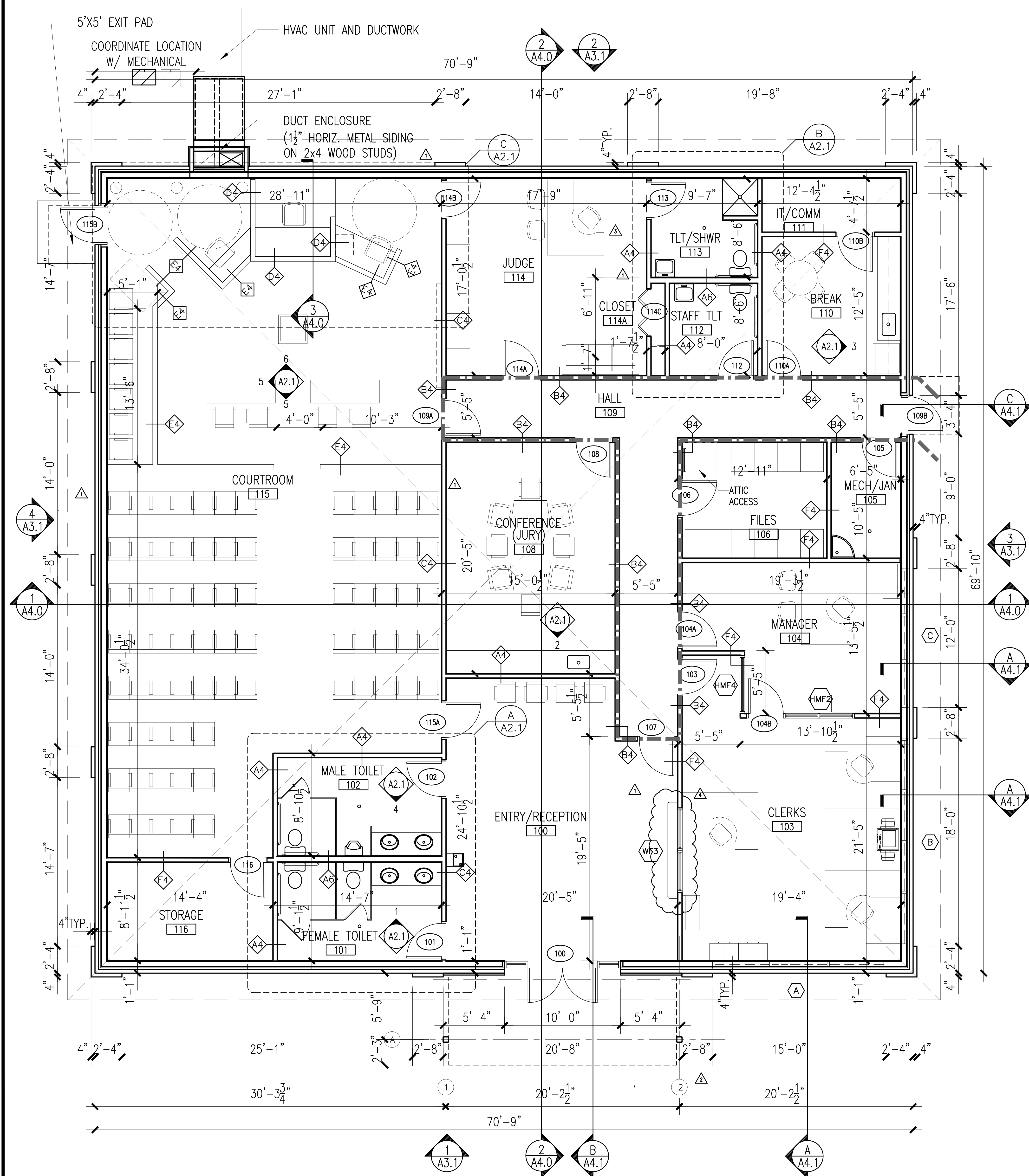
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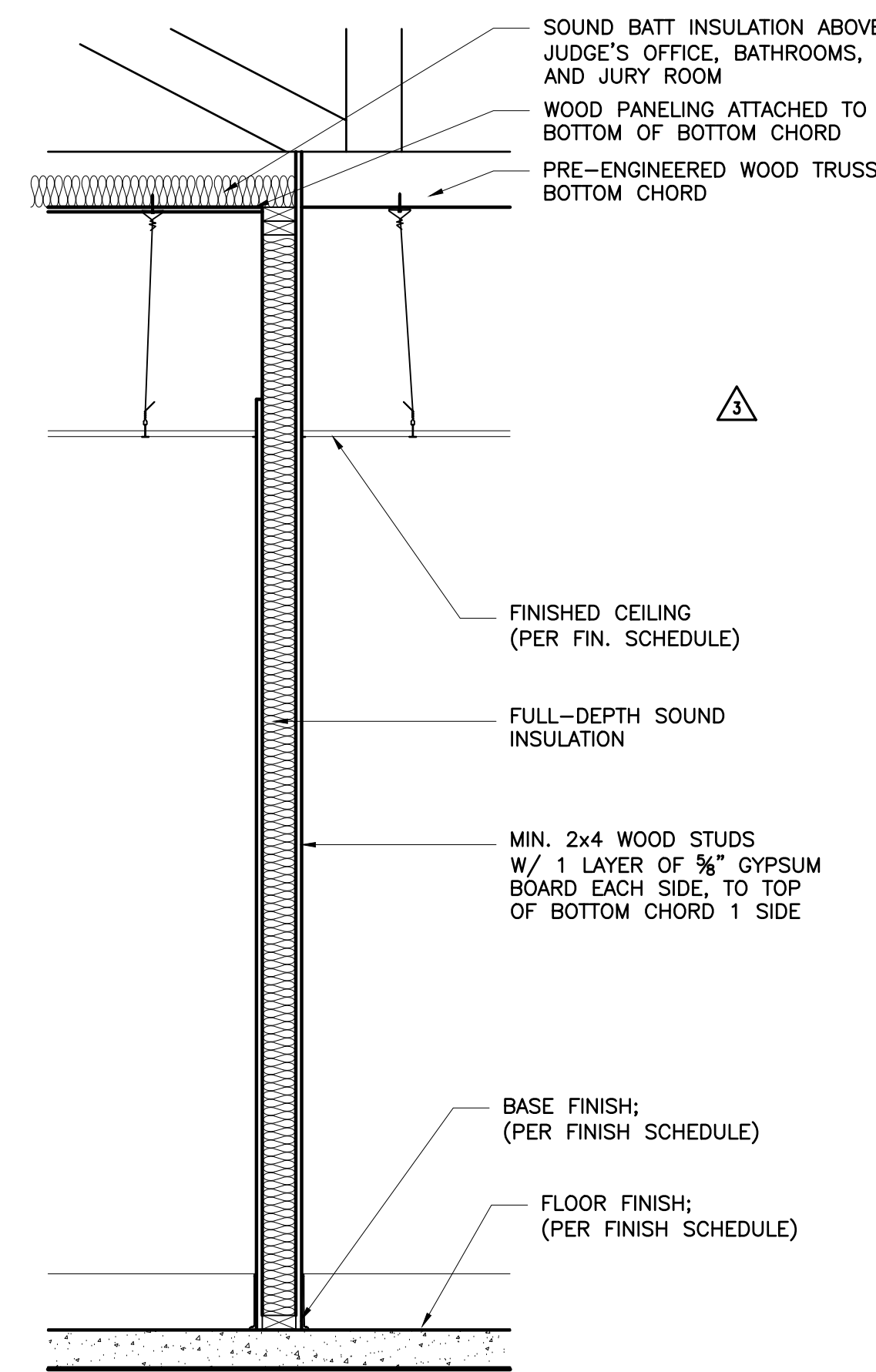
**FLOOR PLAN AND
WALL TYPES**

sheet number

drawn by DBW
checked by TMW

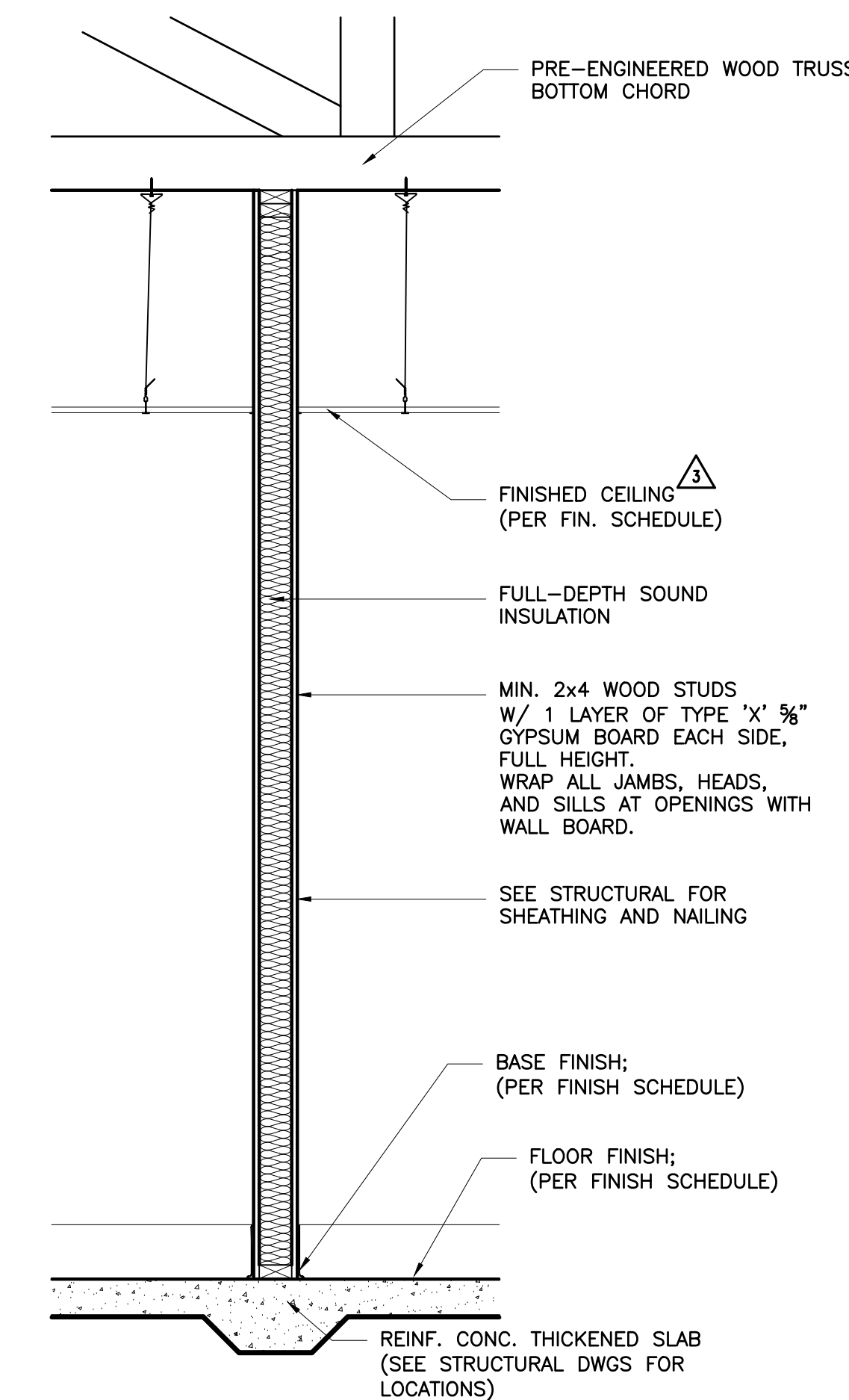


1 FLOOR PLAN
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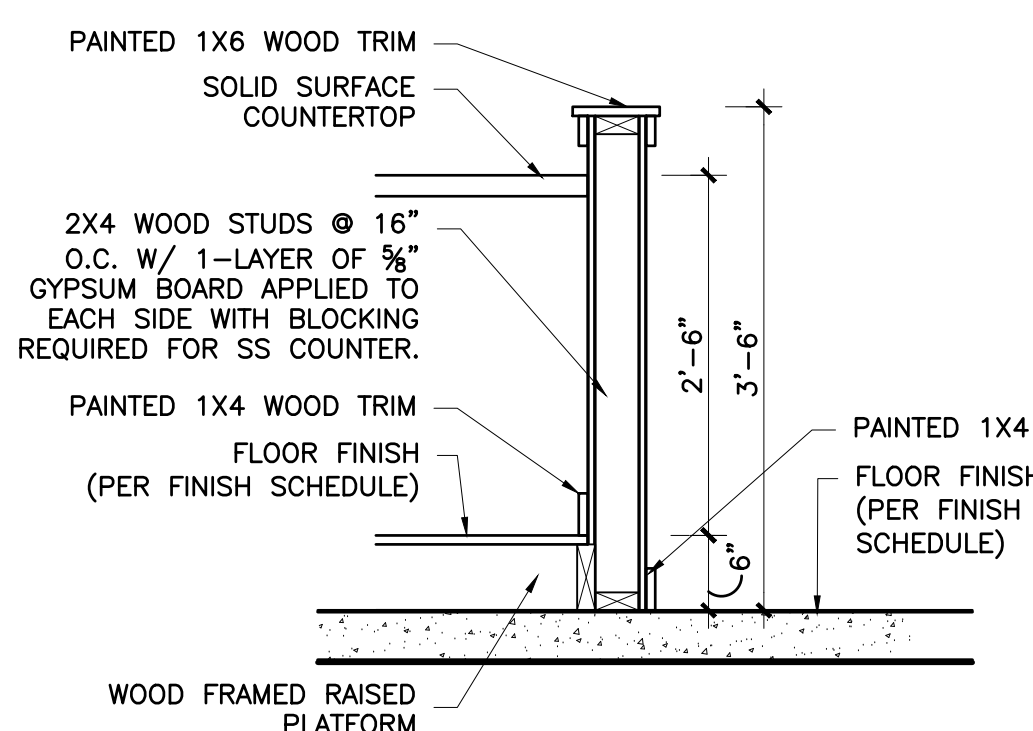
(A) NON-RATED INTERIOR SOUND WALL DETAIL

A4 - 2x4 WOOD STUDS
A6 - 2x6 WOOD STUDS



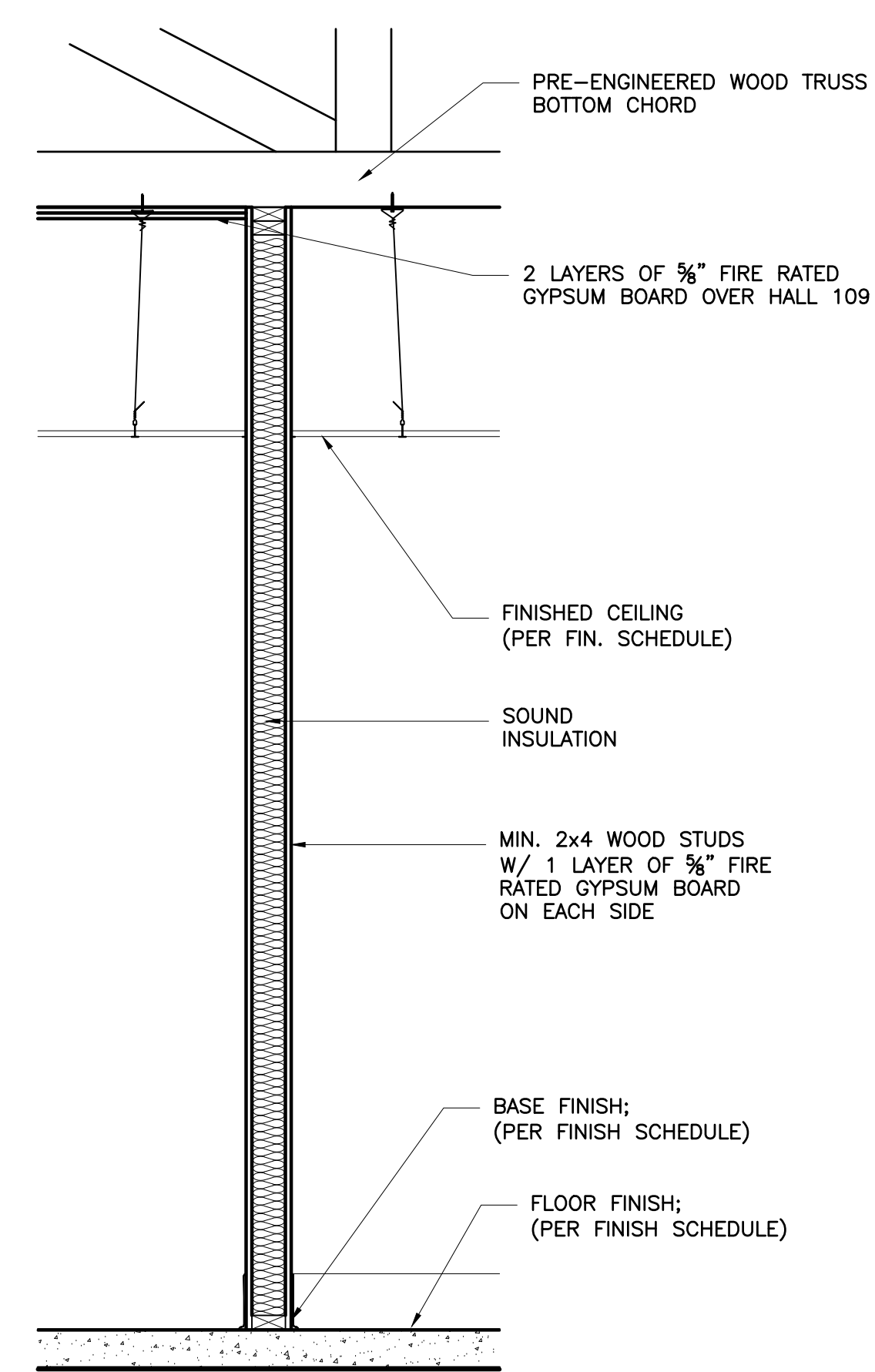
C LOAD-BEARING INTERIOR WALL DETAIL

C4 - 2x4 WOOD STUDS
C6 - 2x6 WOOD STUDS



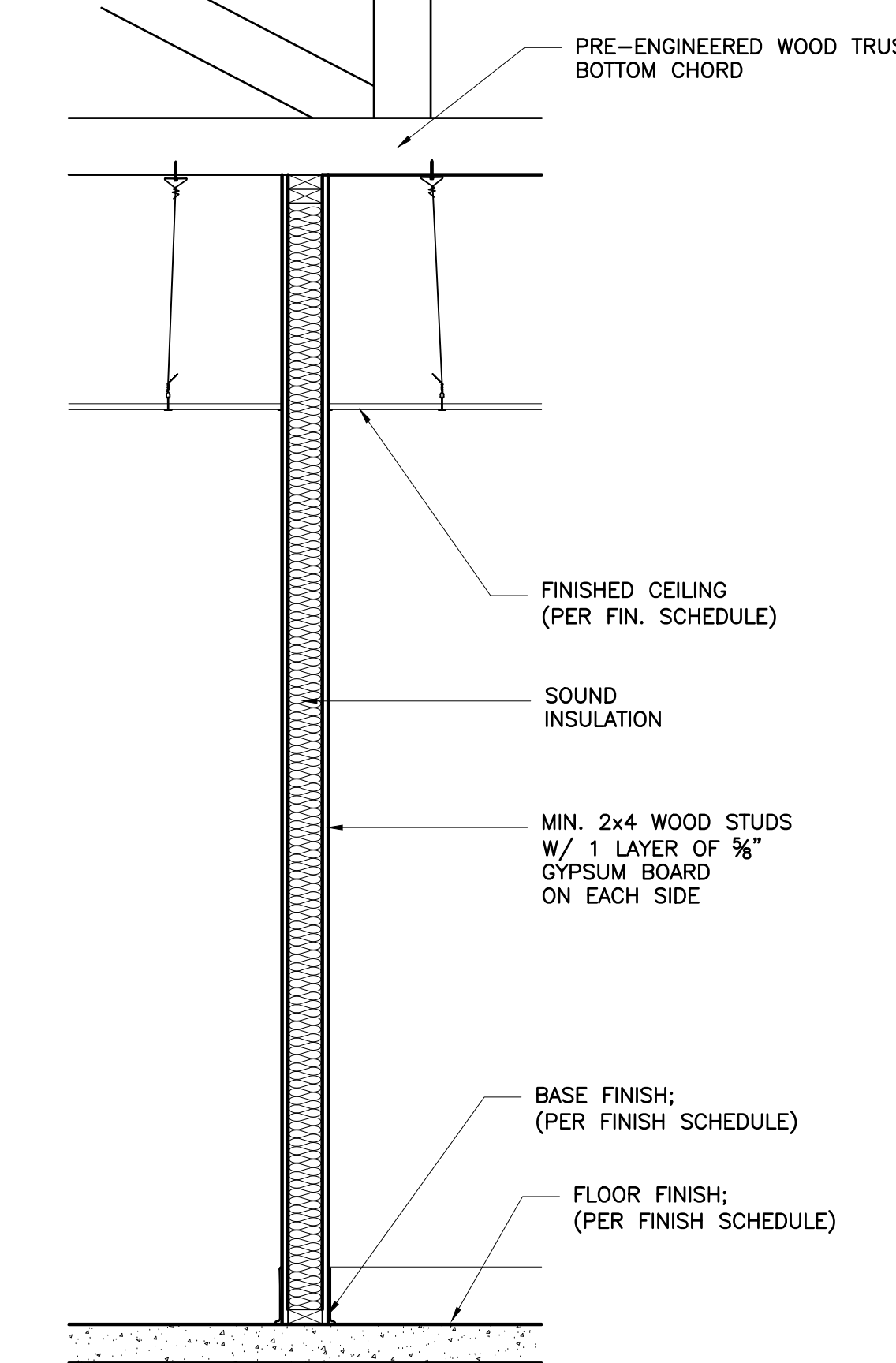
INTERIOR NON-RATED
LOW WALL DETAIL

D4 - 2X4 WOOD STUDS



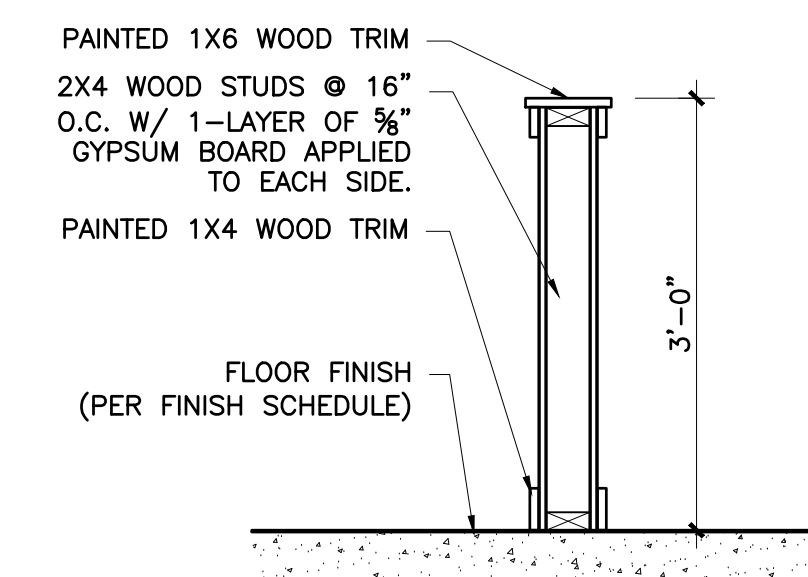
(B) RATED INTERIOR FIRE WALL DETAIL

B4 - 2x4 WOOD STUDS
B6 - 2x6 WOOD STUDS



(F) INTERIOR WALL DETAIL

B4 - 2x4 WOOD STUDS
B6 - 2x6 WOOD STUDS



INTERIOR NON-RATED
LOW WALL DETAIL

E4 - 2X4 WOOD STUDS

consultants

project name
RICHLAND COUNTY MAGISTRATE
OFFICES HOPKINS
NEW CONSTRUCTION
5425 LOWER RICHLAND BLVD.
HOPKINS, SC
project number
8801.02A

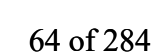
reals/signature

SEPTEMBER 9, 2019

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Sheet number

Drawn by DBW
checked by TMW



Richland County Council Request for Action

Subject:

Affordable Housing Ad Hoc Committee

Notes:

Committee Description:

Affordable Housing Ad Hoc Committee.

The purpose of the committee is to establish strategic direction, engage with community partners, and make housing affordability policy and funding recommendations to the full Council.

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 3, Airports

Notes:

November 16, 2023 – The Administration and Finance Committee recommended Council approve the updated Airport Ordinance.

First Reading: December 5, 2023

Second Reading: December 12, 2023

Third Reading: February 6, 2024 {Tentative}

Public Hearing: February 6, 2024

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF
ORDINANCES, CHAPTER 3, AIRPORTS.

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

SECTION I. The Richland County Code of Ordinances; Chapter 3, Airports, is hereby amended by the deletion of the language contained therein and the substitution of the following language:

ARTICLE I. ADMINISTRATION

Sec. 3-1. In General

Richland County shall provide a general aviation airport known as the Jim Hamilton – LB Owens Airport. The airport shall be part of The National Plan of Integrated Airport Systems (NPIAS). The primary mission of the Airport is to provide facilities for the safe and efficient use of general aviation aircraft in support of transportation needs and economic development of the Midlands area and the State of South Carolina. The secondary mission is to provide a reliever airport for Columbia Metropolitan Airport (CAE).

Sec. 3-2. Definitions

- (a) (Aircraft) Noise Abatement – Those voluntary aircraft operating procedures developed for use in the vicinity of the airport that minimize the environmental effects of aircraft noise.
- (b) Airport General Manager – The designated County Employee who manages the Jim Hamilton – LB Owens Airport (CUB) on behalf of the Airport Sponsor.
- (c) Airport Overlay District – Per chapter 26 of the Richland County code of Ordinances, Airport Height Restrictive Overlay District. An area surrounding the Airport the purpose of which is to ensure that future land development in the district is compatible with height restrictions associated with airspace imaginary surfaces and anticipated and projected aircraft noise levels. Shall include a map reflecting the district boundaries and other physical characteristics thereof.
- (d) Airport Reference Code (ARC) – A system of code numbers and letters selected for airport planning purposes in accordance with the characteristics of the aircraft for which an airport facility is intended.
- (e) Airport Sponsor – Richland County, the owner of the Airport.

- (f) Airspace Obstruction (to air navigation) – An object, whether existing or planned, permanent or temporary, to include natural vegetative growth on terrain, that penetrates airspace imaginary surfaces. Obstructions are presumed to be hazards to air navigation until a Federal Aviation Administration (FAA) study determines otherwise and must be mitigated by marking or removal.
- (g) ARFF – Aircraft Rescue and Fire Fighting.
- (h) CTAF – Common Traffic Advisory Frequency. Utilizes the same designated frequency as UniCom for the purpose of communication between aircraft.
- (i) Fixed-Base Operator (FBO) – FBO is an entity or person allowed to provide fixed based operations by virtue of an agreement with Richland County.
- (j) Minimum Standards – Those required conditions an operator must meet in order to provide a commercial service on the airport. These standards are required in order to establish conditions that ensure safe and efficient operation of the airport in accordance with FAA rules, regulations, and guidance as well as industry best practices.
- (k) National Air Transportation Association (NATA) – The public policy group that represents the interests of the general aviation business community before the Congress and federal, state and local government agencies.
- (l) National Airspace System (NAS) – The airspace, navigation facilities, and airports of the United States (US) along with their associated information, services, rules, regulations, policies, procedures, personnel and equipment. It includes components shared jointly with the military.
- (m) National Plan of Integrated Airport Systems (NPIAS) – An inventory of significant US aviation infrastructure assets.
- (n) Part 77 Airspace (more fully, 14 CFR, Part 77) – That collection of imaginary surfaces surrounding an airport runway that establish standards and notification requirements for objects affecting safe aircraft navigation. This notification serves as the basis for evaluating the effect of the construction, facility alteration, or vegetative growth on airborne operating procedures surrounding the airport.
- (o) Specialized Aviation Service Operator (SASO) – Any person or organization who is authorized to conduct business by virtue of a contract with the County, but not engaged in business of an aviation nature within the scope of a Fixed Base Operator (FBO), or a local operation, as defined herein.
- (p) Universal Communication (UniCom) – A non-government air/ground radio communication facility which may provide Airport Advisory Services.

Sec. 3-3. Organization.

The Airport shall be assigned to the County Department of Public Works. It shall be managed by a designated General Manager who shall be a County Employee.

Sec. 3-4. Applicability.

Provisions of this ordinance apply to The Richland County Airport Commission, airport staff, the Fixed-Base Operator (FBO), Specialized Aviation Service Operators (SASOs), aeronautical and non-aeronautical businesses operating at the Airport, Airport tenants and their guests, and those planning to develop properties in close proximity thereto.

Secs. 3-5 – 3-6. Reserved for Future Use.

ARTICLE II. RICHLAND COUNTY AIRPORT COMMISSION

Sec. 3-7. In General.

The county council does hereby establish the Richland County Airport Commission to advise and assist the county council in providing public aviation facilities and services and to promote aviation as an efficient transportation mode and a means of broadening the economic base of Richland County.

Sec. 3-8. Composition; terms; officers; meetings.

- (a) The Richland County Airport Commission shall consist of seven (7) commissioners to be appointed by the county council; provided, however, that at least two (2) of the appointees shall be designated as “Community Representatives” and reside within a two-mile radius of the Airport. An exhibit showing this area is contained in Appendix A to this Article.
- (b) The term of office of each commissioner shall be for a period of four (4) years or until his successor is appointed and qualified.
- (c) The commission shall elect a chairman each calendar year. The chairman shall be the executive head of the commission. The commission shall choose from among its members a vice chairman, a secretary, and a treasurer. The positions of secretary and treasurer may be combined into a single position by vote of the Commission.
- (d) The commission shall meet at such times and places as determined by the chairman, but shall hold at least one meeting every two months. The Airport General Manager shall serve as administrative assistant to the commission. All meetings of the commission shall be conducted in compliance with the South Carolina Freedom of Information Act (FOIA).
- (e) One or more members of the county council shall be assigned by the chairman of the county council as liaisons to the Airport Commission.

Sec. 3-9. Authority, duties, and responsibilities.

The commission shall have the following authority, duties, and responsibilities:

- (a) To advise the county council on the operation, maintenance, and development ~~and control~~ of the Jim Hamilton – LB Owens Airport and to recommend to the county council such

rules and regulations for the operation of the airport as the commission shall deem advisable.

- (b) To control itself by the vote of a majority of those voting in meetings duly called and held. At all meetings of the commission a majority of its members shall constitute a quorum.
- (c) To adopt bylaws governing its operation, fixing the duties of its officers and their terms of office, and the method of handling its affairs. The bylaws shall not be in conflict with any laws governing the commission.
- (d) To review and approve initial applications for Commercial Aviation Operators and Flight Instruction operations.
- (e) To consider requests and appeals of tenants regarding continued hangar occupancy.

Secs. 3-10 – 3-11. Reserved for Future Use.

ARTICLE III. FINANCE

Sec. 3-12. In General.

The Airport is a designated enterprise and shall, in accordance with Federal Aviation Administration (FAA) Grant Assurances, seek financial self-sustainment. It shall follow the County's Fiscal Year.

Sec. 3-13. Airport Fund.

The Airport Fund shall be established and maintained in accordance with the rules and accounting practices of government enterprises. County revenue generated through airport operations shall sustain this fund.

Sec. 3-14. Rates and Fees.

A master schedule of airport rates and fees shall be published annually in accordance with the County's budget process.

Sec. 3-15. Grants.

Federal and State Grant funding opportunities to promote the development and maintenance of the Airport consistent with the Airport Capital Improvement Plan (ACIP) and available local matching funds shall be utilized when appropriate.

Sec. 3-16. Hangar lease agreement.

Any person desiring to lease a hangar for the storage of an aircraft at the Jim Hamilton – LB Owens Airport may complete a standard hangar lease agreement supplied by the county and submit the same to the county's leasing agent. Such lease shall be subject to approval by council.

Sec. 3-17. Operating budget.

The Airport General Manager shall prepare, on a recurring basis, an Airport operating budget request as part of the County's budget process. This request shall be in accordance with guidance provided by the County Administrator.

Sec. 3-18. Funding.

The county council may appropriate and provide to the Airport Fund such sums of money as a majority of the county council may deem necessary for the purposes of the airport and its operation and maintenance.

Sec. 3-19 Hangar Security Deposits.

A security deposit equal in amount to one-month's rent at the time of the execution of the initial hangar lease shall be collected from the lessee by the leasing agent on behalf of the Airport Sponsor. These funds shall be maintained and accounted for by the Airport Sponsor. If all provisions of the lease are satisfactorily met at the time of termination of the lease, the original amount of the security deposit shall be promptly refunded to the lessee.

Sec. – 3-20. Reserved for Future Use.

ARTICLE IV. SERVICES

Sec. 3-21. In General.

The Airport shall offer appropriate aviation and support services in order to ensure the safety and efficiency of the flying public and those patrons using those facilities.

Sec. 3-22. Minimum Standards.

Airport Minimum Standards shall be developed and maintained in order to ensure the quality of operations, facilities, and services at the Airport.

Sec. 3-23. Fixed-Base Operator (FBO).

An FBO shall provide these required services on behalf of Airport tenants and patrons:

- (a) Administering Hangar and other Airport leases
- (b) Operation and Maintenance of the Airport Fuel Farm
- (c) Dispensing Aviation Fuel

- (d) Staffing the Airport Terminal during established hours of operation
- (e) Provide Aircraft Hangar pull-in and pull-out (tug) services for based Aircraft
- (f) Operate Aviation Band Radio Communications on an assigned UniCom / CTAF.
- (g) Removal of disabled aircraft within the Runway or Runway Safety Area (RSA) when authorized in order to restore Airport functioning

If consistent with the any Fixed-Based Operator Agreement with the Airport Sponsor, other optional services may be provided as well, as authorized by the Airport Commission and General Manager.

Sec. 3-24. Flight Training.

Flight Training provided by Certificated Flight Instructors (CFIs) may be offered at the airport as an optional service.

Sec. 3-25. Aircraft Fueling.

Aircraft Fueling may be provided by properly trained FBO Line Staff in accordance with current Fire Codes and NATA standards. Self-service fuel, if offered, may be provided to aircraft operators as well. This Section shall be applicable in the future to electrical charging of aircraft if available.

Sec. 3-26. Specialized Aviation Service Operator (SASO).

Additional aeronautical services may be provided to Airport tenants and patrons by SASO(s) authorized by the Airport General Manager and the Airport Commission in accordance with published Airport Minimum Standards.

Sec. 3-27. Weather.

The Airport shall make ground and facilities available for the placement by others of an automated weather station for the purpose of advising aircraft operators of current conditions.

Secs. 3-28 – 3-29. Reserved for Future Use.

ARTICLE V. AIRPORT OPERATIONS

Sec. 3-30. In General.

The Airport shall operate in a manner that promotes safety, efficiency, and long-term preservation of its efficacy.

Sec. 3-31. Rules & Regulations.

A comprehensive set of rules and regulations governing the operation of the Airport shall be maintained and published periodically as recommended by the Airport General Manager and the Airport Commission and approved by county council. These shall be incorporated into an *Airport Manual*.

Sec. 3-32. UniCom / CTAF License.

A license, issued by the Federal Communications Commission (FCC), to operate UniCom / CTAF in support of airport operations on a designated aviation band frequency shall be maintained by the Airport Sponsor.

Sec. 3-33. Clear Airspace and Obstructions.

Part 77 airspace surrounding the Airport shall be managed through the maintenance of Airport Overlay Districts (AODs) enacted by the County and the City. Any obstruction that penetrates this airspace shall be appropriately mitigated by removal or marking.

Sec. 3-34. Imaginary Surfaces.

Imaginary surfaces that make up Part 77 airspace include the following as specifically defined in the Code of Federal Regulations (CFR):

- (a) Primary Surface
- (b) Approach Surface (inner and outer)
- (c) Transitional Surface
- (d) Horizontal Surface
- (e) Conical Surface

Sec. 3-35. Avigation Easements.

Avigation easements may be obtained by the Airport Sponsor as a means of ensuring that it has the rights necessary to mitigate any obstruction.

Sec. 3-36. Airport Overlay Districts.

The County and the City shall enact Airport Overlay District (AODs) ordinances in order to ensure compatible surroundings to the Airport and its operation as well as associated Airspace.

Sec. 3-37. Noise Abatement.

The Airport shall maintain and promote voluntary noise abatement procedures as a means of promoting harmonious conditions with the Airport's neighboring commercial and residential communities.

Sec. 3-38. Prohibited Operations.

The following aircraft operations are prohibited at the airport:

- (a) Parachute Jumping – 14 CFR § 105.23 states (for airports without an operating Air Traffic Control Tower), “No person may conduct a parachute operation, and no pilot in command of an aircraft may allow a parachute operation to be conducted from that aircraft, over or onto any airport unless prior approval has been obtained from the management of the airport to conduct parachute operations over or on that airport.”
- (b) Stunt Flying or Aerobatics – No person shall operate an aircraft in a careless or reckless manner so as endanger the life or property of others by “buzzing”, diving, or low altitude flying.

Sec. 3-39. ARFF Support.

ARFF support shall be provided to the airport by the Richland – Columbia Fire Service. The Chief of the Fire Service shall maintain an adequate cadre of fire fighters available that have received ARFF training from the South Carolina Fire Academy or a like facility.

Sec. 3-40. Operating Motor Vehicles on the Airport.

No Privately Owned Vehicles (POV) shall enter the Airfield (including Runway 31 – 13, Taxiway A, and Stub Taxiways A-1 through A-5) without authorization from the Airport General Manager or, in his absence, senior Airport or FBO Staff. Unauthorized access by POVs or pedestrians is subject to issuance of a citation and a fine. Parking is only authorized in designated areas.

Secs. 3-41 – 3-42. Reserved for future use.

ARTICLE VI. FACILITIES

Sec. 3-43. In General.

The Airport shall develop and maintain facilities necessary to ensure the safe, efficient, and financially beneficial operation of the Airport.

Sec. 3-44. Terminal.

A terminal building shall serve as the central location for Airport operations and base for airport staff and the FBO.

Sec. 3-45. Hangars.

Hangars for the storage of appropriately-sized aircraft may be developed, maintained, and leased. Revenue generated shall be deposited into the Airport Fund for the ongoing operation, maintenance, and development of the Airport. If demand for hangars exceeds availability, the Airport General Manager shall maintain a running hangar waiting list which will serve as a basis for assignment of hangars on a first come, first served basis as vacancies occur.

Sec. 3-46. Airfield.

The airfield, and all of its attendant improvements, shall be maintained in order to achieve safe and efficient aircraft operation commensurate with the assigned Airport Reference Code (ARC) of this Airport. The ARC for the airport at the time of publication is B-II.

Sec. 3-47. Planning and Development.

Planning and development of the Airport shall be in accordance with policies, procedures, and best practices promulgated by the Federal Aviation Administration (FAA), the South Carolina Aeronautics Commission (SCAC), and the Airport Sponsor. An Airport Master Plan, an Airport Layout Plan (ALP), and a Capital Improvement Plan (CIP) shall be maintained by the Airport General Manager and updated as needed from time to time. The services of an Airport Planning and Engineering Consultant may be engaged in order to assist in this effort.

Sec. 3-48. Construction and demolition of Airport Facilities.

Airport Facilities shall be constructed and demolished in accordance with the Airport CIP with the concurrence of the County Administrator. Development grant funds from the FAA, the SCAC, or other sources may be used for this purpose.

Secs. 3-49 – 3-50. Reserved for future use.

ARTICLE VII. TENANTS

Sec. 3-51. In General.

Tenants may be aircraft owners who are individuals, businesses, or joint owners. They may also be aeronautical or non-aeronautical businesses or groups promoting aviation.

Sec. 3-52. Hangar Tenants.

Hangars are developed and leased to tenants for the benefit of General Aviation (GA) operators and the safe and secure storage of their aircraft and associated accessories. Limitations may be placed on the continued use of hangars for the storage of aircraft that are not currently airworthy or flyable.

Sec. 3-53. Aviation Organizations.

Aviation organizations that provide education, fellowship, and advocacy also, directly or indirectly, support the operation, growth, and development of the Airport consistent with the goals of Richland County Council. They may be based at the Airport and provided meeting space based on availability and consistent with airport operations and fair market value in the case of leased space.

Sec. 3-54. Businesses (Aeronautical).

Aeronautical businesses may be an FBO, a SASO, or another business that functions directly to support the Airport or other aviation or aerospace industries. They may be based at the Airport under the provisions of a lease agreement or other contractual instrument approved by the county council. The Airport General Manager shall operate a system by which other Commercial Airport Operators, such as vendors providing services on behalf of other tenants, are officially permitted and meet appropriate minimum standards.

Sec. 3-55. Businesses (non-Aeronautical).

Non-aeronautical businesses may be based at the airport under the provisions of a lease agreement or other contractual instrument approved by the County Council. The Airport General Manager shall operate a system by which other Commercial Airport Operators, such as vendors providing services on behalf of other tenants, are officially permitted and meet appropriate minimum standards.

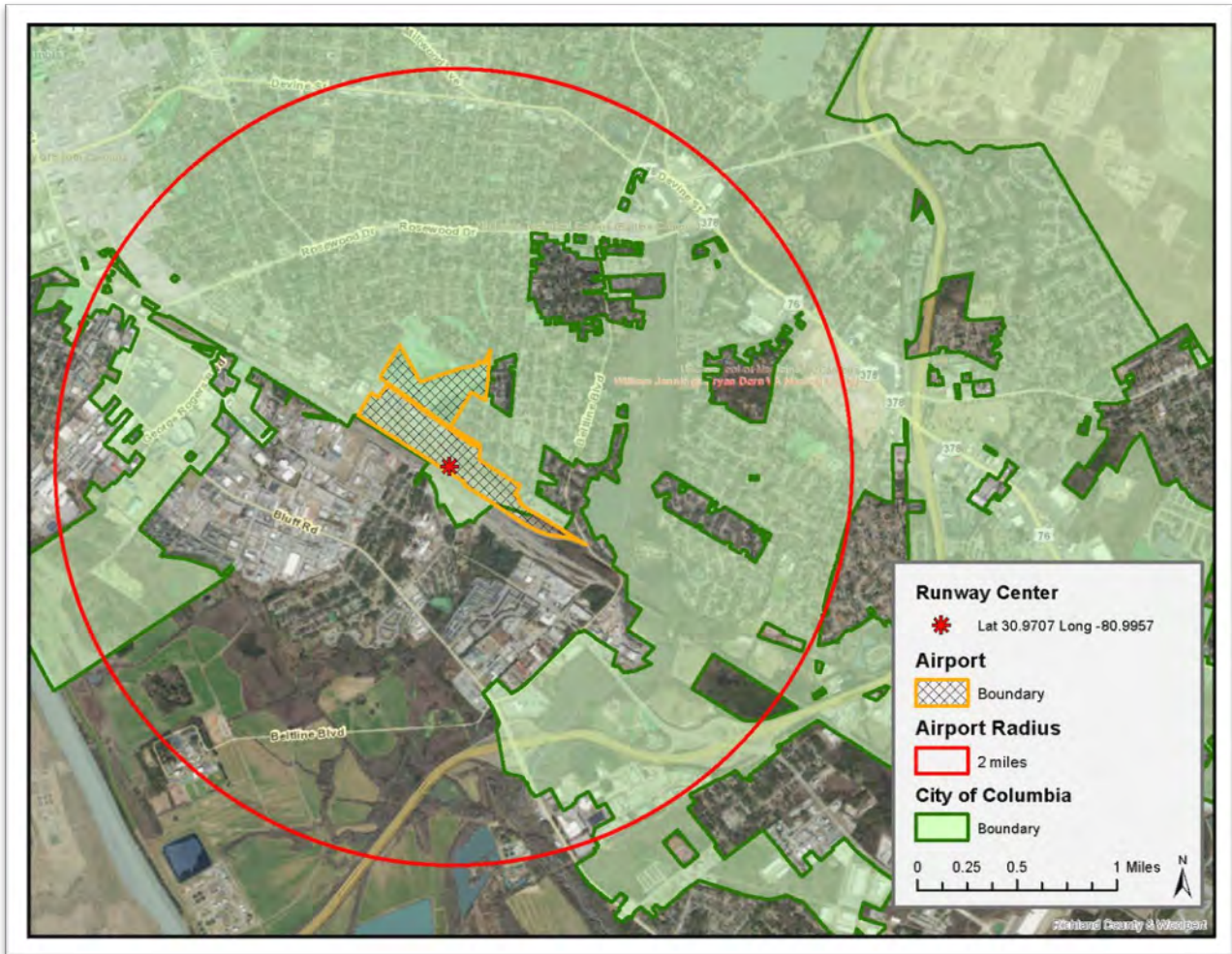
ARTICLE VIII. ENFORCEMENT

Sec. 3-55. In General.

The Airport General Manager shall be responsible for enforcing all rules and regulations contained herein and that may be established in the *Airport Manual*. Such enforcement shall be conducted in a fair, equitable, and non-discriminatory manner. The Airport General Manager shall be commissioned as a County Codes Enforcement Officer with authority limited to enforcement of this ordinance and regulations contained in the *Airport Manual* on Airport property and may issue citations for violations thereof.

Secs. 3-56 – 3-57. Reserved for future use.

Appendix A



Community Representative area (2-mile radius)

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 enforced from and after _____, 2023.

RICHLAND COUNTY COUNCIL

BY: _____
Overture Walker, Chairperson

ATTEST THIS THE ____ DAY
OF _____, 2023.

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

County Attorney's Office - Road Closure Petition - Forest Glen Circle

Notes:

December 14, 2023 – The Development & Services Committee recommended Council approve the petitioner's request to close the subject road and direct the County Attorney's Office to answer the lawsuit accordingly.

**RICHLAND COUNTY
ADMINISTRATION**

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

**Agenda Briefing**

Prepared by:	Christopher Ziegler	Title:	Assistant County Attorney
Department:	County Attorney's Office	Division:	
Date Prepared:	November 16, 2023	Meeting Date:	December 14, 2023
Budget Review	Abhijit Deshpande via email	Date:	December 4, 2023
Finance Review	Stacey Hamm via email	Date:	December 4, 2023
Approved for consideration:	Choose an item.	Choose an item.	
Meeting/Committee	Development & Services		
Subject	Road Closure Petition to close Forest Glen Circle (Tracy D. Amos and Matthew T. Fulver v. Richland County 2023-CP-40-05381)		

RECOMMENDED/REQUESTED ACTION:

The County Attorney's Office recommends Council:

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

Request for Council Reconsideration: ☐ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There are no costs associated with this request as removing roads from the County's books decreases maintenance spending.

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

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

REGULATORY COMPLIANCE:

Richland County Code of Ordinances Section 21-14

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

County Council is requested to approve, deny, or make a recommendation with respect to a Petition for a Road Closing regarding Forest Glen Circle in accordance with Richland County Code of Ordinances (Roads, Highways and Bridges) section 21-14. The road is more particularly described in the attached Summons and Petition to Close and Abandon Road filed as 2023-CP-40-05381 in Richland County.

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

Forest Glen Circle is a short cul-de-sac that adjoins and is surrounded by parcel R08200-01-78 which is owned by Plaintiffs in the Petition.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

- Goal 4: Plan for growth through Inclusive and equitable infrastructure
 - Objective 4.2: Coordinate departments to prepare for anticipated growth in areas by providing water, sewer, and roads in necessary locations

ATTACHMENTS:

1. Filed Petition
2. County Department Email Correspondence

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
THE FIFTH JUDICIAL CIRCUIT

TRACY D. AMOS and MATTHEW T.
FULMER,

Civil Action Number: _____

PETITIONER,

NOTICE OF INTENTION

VERSUS,

RICHLAND COUNTY,

IN RE:

CLOSING OF PAVED ROAD FOREST
GLEN CIRCLE FROM ITS INTERSECTION
WITH CEDAR SPRINGS ROAD AS
SHOWN AS PARCEL "A" ON THAT PLAT
PREPARED BY INMAN LAND
SURVEYING COMPANY FOR TRACY D.
AMOS AND MATTHEW FULMER, DATED
AUGUST 29, 2023 AND RECORDED
OCTOBER 9, 2023, IN BOOK 2871 AT
PAGE 2035 IN THE RICHLAND COUNTY
ROD OFFICE. PURSUANT TO SECTION
57-9-10 THROUGH SECTION 57-9-40 OF
THE SOUTH CAROLINA CODE OF LAWS.

Litigation Notice

was served by

Personal Service	Personal Mail	Certified Mail
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IN COMPLIANCE WITH SECTION 57-9-10 OF THE SOUTH CAROLINA CODE OF LAWS, THOSE ENTITIES OWNING PROPERTY ADJACENT TO THE ROAD COMMONLY KNOWN AS FOREST GLEN CIRCLE FROM ITS INTERSECTION WITH CEDAR SPRINGS ROAD ARE HEREBY NOTIFIED OF THE PETITIONER'S INTENTION TO FILE AN ACTION SEEKING ROAD CLOSURE THE SAME, AND OF THE PETITIONER'S INTENTION TO FILE IN CONJUNCTION WITH THE ABOVE AN ACTION TO OBTAIN TITLE TO THE SAME ROAD.

ALL THOSE WHO OBJECT HAVE THIRY (30) DAYS FROM THE DATE OF SERVICE HEREOF TO FILE WRITTEN NOTICE OF SUCH AND BE HEARD BEFORE THE COURT.

Respectfully,

/s/ _____
John A. Pincelli, Esq.
3850 Fernandina Road
Columbia, SC 29210
T: (803) 414-3031
SC Bar No. 4472
Attorney for the Petitioners

October 11, 2023
Columbia, South Carolina

RICHLAND COUNTY ADMINI
12 OCT '23 PM 1:30

RC ATTORNEY'S OFFICE
2023 OCT 12 PM 1:45

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
THE FIFTH JUDICIAL CIRCUIT

TRACY D. AMOS and MATTHEW T.
FULMER,

Civil Action Number: _____

PETITIONER,

PETITION
TO CLOSE AND ABANDON ROAD

VERSUS,

RICHLAND COUNTY,

IN RE:

CLOSING OF PAVED ROAD FOREST
GLEN CIRCLE FROM ITS INTERSECTION
WITH CEDAR SPRINGS ROAD AS
SHOWN AS PARCEL "A" ON THAT PLAT
PREPARED BY INMAN LAND
SURVEYING COMPANY FOR TRACY D.
AMOS AND MATTHEW FULMER, DATED
AUGUST 29, 2023 AND RECORDED
OCTOBER 9, 2023, IN BOOK 2871 AT
PAGE 2035 IN THE RICHLAND COUNTY
ROD OFFICE. PURSUANT TO SECTION
57-9-10 THROUGH SECTION 57-9-40 OF
THE SOUTH CAROLINA CODE OF LAWS.

The Petitioner would respectfully show unto the Court and allege:

1. That the Petitioners, Matthew T. Fulmer and Tracy D. Fulmer, f/k/a Tracy D. Amos, husband and wife are landowners in the County of Richland and State of South Carolina.
2. That the Petitioners own real property adjoining and completely surrounding the subject property, Forest Glen Circle as denoted as Parcel A on that certain plat, attached prepared by Inman Land Surveying Company, Inc. for the Petitioners on August 29, 2023 and recorded in the Richland County ROD on October 9, 2023 ("Inman Plat") and that the Petitioners are seeking to have declared abandoned and closed Forest Glen Circle.
3. It further appears from the Inman Plat that the Petitioners own all property, in fee simple absolute, surrounding, abutting, and otherwise touching Forest Glen Circle.
4. That the within road has been used consistently and exclusively by the Petitioners and their invitees.
5. That no third-party other than the Respondents as evidenced by the Inman Plat, has any title or interest in Forest Glenn Circle or any of the surrounding property.

03:14 PM OCT 10 2023
RICHLAND COUNTY ADMIN

6. Pursuant to Section 57-9-10 through Section 57-9-40, provisions have been made (a) requiring Petitioner to file Notice of Intention of Filing said petition once a week for three (3) consecutive weeks in a County newspaper where such road is situated; and (b) requiring Petitioner to service notice by mail requiring a return receipt to the last known address of all abutting property owners whose property would be affected by any such change.

7. That pursuant to South Carolina Code Sections cited above, this Court shall make its determination that Forest Glenn Circle shall be abandoned or closed and shall determine in whom the title thereto shall be vested, issuing such appropriate Order of its findings.

8. The Petitioner believes that they should be considered as owning said road in a manner and as their interests might appear. Therefore, the Petitioner prays that the Court inquire into said matters set forth herein and order the closing of the Road upon signing of an Order and that the title to said Road be set forth as being owned as specifically cited above.

WHEREFORE, the Petitioner prays this Court issue its order:

- A. Closing Forest Glen Circle which is adjacent to Petitioner's property from the intersection of Forest Glen Circle and Cedar Springs Road;
- B. Deed the portion of the road as described in the Inman Plat as Parcel A to the Petitioners.

Respectfully,

_____/s/_____
John A. Pincelli, Esq.
3850 Fernandina Road
Columbia, SC 29210
T: (803) 414-3031
SC Bar No. 4472
Attorney for the Petitioners

October__11__, 2023
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Tracy D. Amos and Matthew T. Fulmer

vs.

Richland County

Defendant.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

CASE NO.: 2023-CP-40-05381

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:

John Pincelli, Bar No. 4472

Address:

3850 Fernandina Road, Columbia, SC 29210

Phone: 803/414-3031 Fax _____

E-mail: John.Pincelli@JJECH.com Other: _____

Defendant's Attorney:

_____, Bar No. _____

Address:

Phone: _____ Fax _____

E-mail: _____ Other: _____

☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)

☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)

☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: _____

Estimated Time Needed: _____

Court Reporter Needed: ☐ YES/ ☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☒ Plaintiff/ ☐ Defendant

10/12/2023

Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$ _____

☐ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☒ Other: Motion for Reference

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other:

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

TRACY D. AMOS and MATTHEW T.
FULMER,

PETITIONER,

VERSUS,

RICHLAND COUNTY,

IN RE:

CLOSING OF PAVED ROAD FOREST
GLEN CIRCLE FROM ITS INTERSECTION
WITH CEDAR SPRINGS ROAD AS
SHOWN AS PARCEL "A" ON THAT PLAT
PREPARED BY INMAN LAND
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AMOS AND MATTHEW FULMER, DATED
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ROD OFFICE. PURSUANT TO SECTION 57-
9-10 THROUGH SECTION 57-9-40 OF THE
SOUTH CAROLINA CODE OF LAWS.

IN THE COURT OF COMMON PLEAS

THE FIFTH JUDICIAL CIRCUIT

Civil Action Number: _____

MOTION AND ORDER
FOR REFERENCE

The above captioned case is **an action for closure of a road and vesting of title** and the issues to be tried are statutory in nature. Therefore, pursuant to Rules 53(b) SCRPC, and the common law of the state, this case is proper for reference to a Master in Equity for the above county with authority to enter a final judgment in this cause. Any appeal from this case shall be directed to the South Carolina Court of Appeals. Now, on motions of the undersigned attorney for the Petitioner,

IT IS THEREFORE ORDERED that this action be, and the same hereby is referred to the Master in Equity for the above county to take the testimony arising under the pleadings and to make his findings of fact and conclusions of law, with authority to enter a final judgment in this case and to hear any issues in this matter with the authority to determine the facts in dispute and any appeal there from shall be directed to the South Carolina Court of Appeals

Columbia, South Carolina
_____, 2023

Administrative Judge of the Fifth Judicial Circuit

October _12_, 2023
Columbia, South Carolina

I SO MOVE:

_____/s/_____
John A. Pincelli, Esq.
3850 Fernandina Road
Columbia, SC 29210
T: (803) 414-3031
SC Bar No. 4472
Attorney for the Petitioners

Christopher Ziegler

From: GEO PRICE
Sent: Monday, November 6, 2023 2:38 PM
To: Christopher Ziegler; MICHAEL BYRD; MICHAEL MALONEY; SHIRANI FULLER
Subject: RE: Forest Glen Circle

Follow Up Flag: Follow up
Flag Status: Flagged

CP&D has no objections to the proposed closure.

From: Christopher Ziegler <ZIEGLER.CHRISTOPHER@richlandcountysc.gov>
Sent: Monday, November 6, 2023 12:42 PM
To: GEO PRICE <PRICE.GEO@richlandcountysc.gov>; MICHAEL BYRD <BYRD.MICHAEL@richlandcountysc.gov>; MICHAEL MALONEY <MALONEY.MICHAEL@richlandcountysc.gov>; SHIRANI FULLER <FULLER.SHIRANI@richlandcountysc.gov>
Subject: Forest Glen Circle

Good afternoon all,

Richland County has been named as a party in an action seeking to close Forest Glen Circle, a paved road that extends from Cedar Springs Road to a single piece of property owned by Tracy and Matthew Fulmer.

Richland County Code of Ordinances (Roads, Highways and Bridges) subsection 21-14(a) requires the County Attorney to consult with and obtain approval from Planning, Public Works and Emergency Services prior to making a recommendation for disposition of a road closing petition. Here is the full text of that subsection:

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

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

Please advise if you have an objection to the closure of this road, extinguishment of any County interest therein, or any other concerns in this regard.

Christopher Ziegler
 Assistant County Attorney
 Richland County Attorney's Office
 2020 Hampton Street, Room 4018
 PO Box 192
 Columbia, South Carolina 29202
ziegler.christopher@richlandcountysc.gov



Christopher Ziegler

From: MICHAEL BYRD
Sent: Tuesday, November 7, 2023 7:58 AM
To: Christopher Ziegler; GEO PRICE; MICHAEL MALONEY; SHIRANI FULLER
Subject: RE: Forest Glen Circle

Follow Up Flag: Follow up
Flag Status: Flagged

The Emergency Services Department has no objection. - Michael Byrd

From: Christopher Ziegler <ZIEGLER.CHRISTOPHER@richlandcountysc.gov>
Sent: Monday, November 6, 2023 12:42 PM
To: GEO PRICE <PRICE.GEO@richlandcountysc.gov>; MICHAEL BYRD <BYRD.MICHAEL@richlandcountysc.gov>; MICHAEL MALONEY <MALONEY.MICHAEL@richlandcountysc.gov>; SHIRANI FULLER <FULLER.SHIRANI@richlandcountysc.gov>
Subject: Forest Glen Circle

Good afternoon all,

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Please advise if you have an objection to the closure of this road, extinguishment of any County interest therein, or any other concerns in this regard.

Christopher Ziegler
Assistant County Attorney
Richland County Attorney's Office
2020 Hampton Street, Room 4018
PO Box 192
Columbia, South Carolina 29202
ziegler.christopher@richlandcountysc.gov



Christopher Ziegler

From: SHIRANI FULLER
Sent: Wednesday, November 15, 2023 9:31 AM
To: Christopher Ziegler
Cc: GEO PRICE; MICHAEL BYRD; MICHAEL MALONEY
Subject: RE: Forest Glen Circle

Good Morning Chris,

Public Works has no objection but would request that through documentation the property owners be notified that on the effective date the road will become private and be removed from the county road maintenance system. Once removed from the system, Forest Glen Cir will not be eligible to receive public funding for future maintenance needs nor should they request re-entry into the county road maintenance system when future maintenance needs arise. Can you advise on how this information can be conveyed to them?

Thank you

Shirani W. Fuller, PE

County Engineer
Richland County Government
Department of Public Works
Engineering Division
fuller.shirani@richlandcountysc.gov

O: 803-576-3576
400 Powell Rd.
Columbia, SC 29203
www.richlandcountysc.gov

From: Christopher Ziegler <ZIEGLER.CHRISTOPHER@richlandcountysc.gov>
Sent: Monday, November 6, 2023 12:42 PM
To: GEO PRICE <PRICE.GEO@richlandcountysc.gov>; MICHAEL BYRD <BYRD.MICHAEL@richlandcountysc.gov>; MICHAEL MALONEY <MALONEY.MICHAEL@richlandcountysc.gov>; SHIRANI FULLER <FULLER.SHIRANI@richlandcountysc.gov>
Subject: Forest Glen Circle

Good afternoon all,

Richland County has been named as a party in an action seeking to close Forest Glen Circle, a paved road that extends from Cedar Springs Road to a single piece of property owned by Tracy and Matthew Fulmer.

Richland County Code of Ordinances (Roads, Highways and Bridges) subsection 21-14(a) requires the County Attorney to consult with and obtain approval from Planning, Public Works and Emergency Services prior to making a recommendation for disposition of a road closing petition. Here is the full text of that subsection:

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

(a) Any person or organization wishing to close an existing public street, road, or highway in the county to public traffic shall petition a court of competent jurisdiction in accordance with section 57-9-10, et seq. of the state code of laws. The

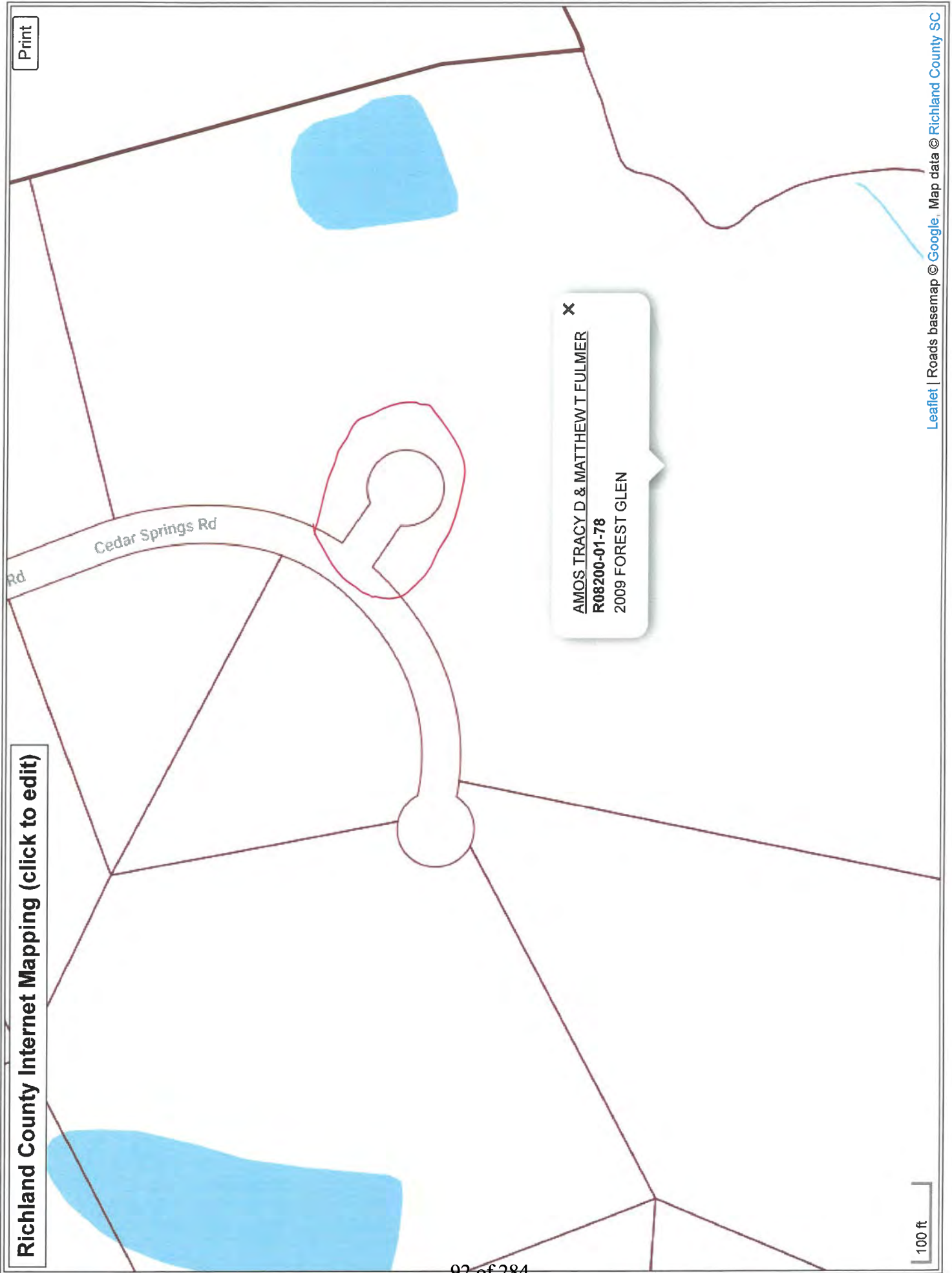
petition shall name the county as a respondent (unless the county is the petitioner). The county attorney shall advise the court with regard to the county's concurrence or opposition after consultation with the county's planning, public works, and emergency services departments, and after consideration by county council. It shall be the responsibility of the petitioner to physically close the roadway if a petition is successful. The county attorney may submit such petition on behalf of the county if so directed by county council.

Please advise if you have an objection to the closure of this road, extinguishment of any County interest therein, or any other concerns in this regard.

Christopher Ziegler

Assistant County Attorney
Richland County Attorney's Office
2020 Hampton Street, Room 4018
PO Box 192
Columbia, South Carolina 29202
ziegler.christopher@richlandcountysc.gov





x
AMOS TRACY D & MATTHEW T FULMER
R08200-01-78
2009 FOREST GLEN

Richland County Council Request for Action

Subject:

Department of Public Works - Engineering Division - Comprehensive Transportation Improvement Plan Fiscal Year 2024

Notes:

December 14, 2023 – The Development & Services Committee recommended Council approve the FY24 Comprehensive Transportation Improvement Plan (CTIP) and the proposed projects to be completed by the Department of Public Works.

**RICHLAND COUNTY
ADMINISTRATION**

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

**Agenda Briefing**

Prepared by:	Shirani Fuller	Title:	County Engineer
Department:	Public Works	Division:	Engineering
Date Prepared:	November 22, 2023	Meeting Date:	December 14, 2023
Legal Review	Patrick Wright via email	Date:	November 28, 2023
Budget Review	Abhijit Deshpande via email	Date:	December 4, 2023
Finance Review	Stacey Hamm via email	Date:	December 4, 2023
Approved for consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM
Meeting/Committee	Development & Services		
Subject	Comprehensive Transportation Improvement Plan (CTIP) FY24		

RECOMMENDED/REQUESTED ACTION:

Staff recommends County Council approve the Fiscal Year 2024 (FY24) Comprehensive Transportation Improvement Plan (CTIP) and the proposed projects to be completed by the Department of Public Works (DPW).

Request for Council Reconsideration: ☒ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The projects will be funded by the approved Department of Public Works Capital Road Maintenance budget. Applicable projects that may be funded by the County Transportation Committee (CTC) grant will be removed from the Road Maintenance budget. As of December 4, 2023, \$5.8 million are allocated for the road construction expenditure in FY23-24.

Applicable department/grant key and object codes: 1216302000/532200

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

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

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

This is the fourth annual Comprehensive Transportation Improvement Plan (CTIP) created by the Richland County Department of Public Works (DPW) staff. The plan was first created and presented to Council for approval in 2020.

Staff's purpose to improve the process of restoring and preserving the County Road Maintenance System (CRMS) using analytical methods remains unchanged. For example, DPW completed a Pavement Management Study in 2021 and used the results thereof to create this year's resurfacing and preservation list with updated pavement conditions.

Funding remains the limiting resource in restoring County roads. Approval of the CTIP provides County staff the ability to seek outside funding sources such as "C" Funds. This is considered an essential funding source for the County's transportation infrastructure maintenance and improvement.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

- Goal 4: Plan for growth through Inclusive and equitable infrastructure
 - Objective 4.2: Coordinate departments to prepare for anticipated growth in areas by providing water, sewer, and roads in necessary locations
 - Objective 4.3: Create excellent facilities

ATTACHMENTS:

1. Fiscal Year 2024 (FY-24) Comprehensive Transportation Improvement Plan (CTIP)



County Road Maintenance System (CRMS)

Fiscal Year 2024 (FY-24) Annual Comprehensive Transportation Improvement Program (CTIP)

Updated: November 22, 2023

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

Enclosures: (1) RDM Maintenance Area road type / mileage breakdown
(2) County Council District road type / mileage breakdown
(3) IGA road type / small municipality / mileage breakdown
(4) Bridges / type / location
(5) Rail Crossings / type / location
(6) Traffic / crossing lighted signals
(7) Sidewalks

Section 1 – Introduction:

The Department of Public Works has completed its third year of a coordinated effort to account for, document, maintain, and improve the Richland County Road Maintenance System (CRMS). Last fiscal year the Department of Public Works produced its second Annual Roads Report detailing the accomplishments of Roads and Drainage, Engineering, and Transportation Departments efforts to improve assets in the CRMS during the 2022 fiscal year.

This year's capital improvement list was created using the pavement conditions assessed during the 2021 Pavement Management Study (PMS) and distributing funds across Council Districts to balance the pro-rata as required by ordinance.

The Department's Capital Improvement Projects (CIP) for FY24 will be fund through grants from the County Transportation Committee and internal funding through the Road Maintenance Fund.

Section 2 – System Description:

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

Section 3 – System Data:

<input type="checkbox"/> Road mileage (unpaved – Prescriptive Easement)	157 miles
<input type="checkbox"/> Road mileage (unpaved – Right-of-Way)	44 miles
<input type="checkbox"/> Road mileage (paved)	644 miles
<input type="checkbox"/> Road mileage (paved – approximate incoming ROW)	2 miles
<input type="checkbox"/> RDM Maintenance Area breakdown	See Enclosure (1)
<input type="checkbox"/> County Council District breakdown	See Enclosure (2)
<input type="checkbox"/> IGA road mileage (by surface type / by small municipality)	See Enclosure (3)
<input type="checkbox"/> Bridges (by type and location)	See Enclosure (4)
<input type="checkbox"/> Rail Crossings	See Enclosure (5)
<input type="checkbox"/> Traffic and crossing lighted signals	See Enclosure (6)
<input type="checkbox"/> Sidewalk mileage	See Enclosure (7)

Section 4 – Programs / Functions:

Department of Public Works

Roads & Drainage Maintenance (RDM)

- ☐ Citizen Service Request (CSR) response / Corrective maintenance (Level of Service - LOS) – CSRs are generated from services requested through County Ombudsman staff. Responsibilities include receiving and responding to requests for service and other related inquiries from County residents. Typical level of activity is 6,000 CSRs received annually (500 per month). The typical backlog of pending CSRs, which varies by season, weather events, and other factors beyond departmental control, is usually 100 or fewer.
- ☐ Emergency response (LOS) – Requests of an emergent nature include: buried drainage pipe failure / cave in, downed STOP signs, animal carcasses within CRMS right-of-way and easements, potholes, leaning signs, manhole lids missing or askew, excess sand or grit on a paved road, tree hazards and downed trees in the road. These must be assigned immediately, the hazard mitigated as soon as possible, and all work completed within hours or days.

- Force Account (“in-house” staff and equipment) Projects (LOS) – Sometimes roads and drainage infrastructure deficiencies require more than routine maintenance. Multiple drainage pipe joint failures, undersized drainage pipes, failed drainage structures, and outdated infrastructure may require a level of engineering analysis and construction effort that exceeds basic levels of maintenance. The County Engineering and Stormwater Management Division work in close cooperation with the Projects Section of the Roads & Drainage Maintenance Division to design, manage, and construct smaller scale projects that support the CRMS. There is typically a backlog of eight projects of varying sizes and scopes.
- Preventive maintenance (LOS) – Maximize preventive maintenance of all types based on observations by employees in the field in order to ensure properly maintained infrastructure and reduce the need for CSRs.
- Sign maintenance (LOS) – Installation, maintenance and repair of street name signs throughout the unincorporated County and IGA municipalities for all public and private roads and streets. Installation, maintenance and repair of directional and warning signs within the CRMS. Because of their vital nature, sign-related requests are assigned a high priority.
- Street sweeping (LOS) – Deploy the street sweeper for the removal of grit, sediment, and debris from the CRMS, County-paved parking lots, and the Jim Hamilton – LB Owens Airport (CUB) pavement in order to preserve pavement, prevent debris from entering the drainage system, improve appearance, and control foreign object debris. Achieve an employment goal of 40% (780 hours of operation over a 52-week period). A second street sweeper was added to the RDM Fleet during FY-22 in a joint effort with the Stormwater Management Division.
- Vector truck services (LOS) – Deploy the two Vector trucks to ensure that the drainage system, which supports the CRMS and area drainage, is free of blockages and debris. Priority of employment is: 1) Response to CSRs, 2) Preventive Maintenance (PM), and 3) neighborhood drainage system maintenance as identified by the Stormwater Management Division. Achieve an employment goal of 40% (780 hours of operation per truck over a 52-week period).

Engineering (EGR)

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

See the FY-24 Capital Improvement Plan (CIP) in Section 7 for specific projects planned for future construction. The Richland County liaison to the CTC is the County Engineer.



- Pavement marking maintenance (LOS) – The Department of Public Works maintains a limited inventory of pavement markings throughout the County on CRMS paved roads that meet the criteria for such markings. One Stop service requests will be investigated by Engineering Division staff to evaluate the functionality and standard compliance along with condition and serviceability. Markings in need of installation, repair or replacement will be added to the annual Pavement Marking Maintenance List for repair or replacement by the on-call service contractor. One Stop citizen notification and update shall occur per Ombudsman policy and procedure. The current annual budget is \$20,000.
- Signal maintenance (LOS) – The Department of Public Works maintains an inventory of traffic signals and flashing school zone lights. Both systems are managed by the Engineering Division staff under the direction and supervision of the County Engineer; once notified, Engineering will investigate any device issues (alignment, system failures, light outage and damage) that may affect traffic safety. The on-call maintenance contractor shall be available when required to make immediate repairs. The contractor is also responsible for installing of overhead road signage at intersections as directed by the County. Renewal of contracts and maintenance budgets is required and must be updated on an as-needed basis. The current annual budget is \$20,000.
- Traffic calming – The Department of Public Works installs speed humps on paved roads within the CRMS and SCDOT-maintained public roads. The installation of traffic calming devices shall be considered only when it has been determined by Engineering Division staff that the roadway meets all criteria and after a petition and supporting documentation have been submitted for review. A citizen Point of Contact (POC) shall be assigned to represent the neighborhood or subject street. The POC must be willing to work with DPW staff throughout the traffic calming device request process. Upon receiving the request, DPW staff will perform a review of the subject street to ensure the street meets all criteria referenced in the traffic calming warrants.
- Unpaved road dust suppression (LOS) – The Department of Public Works maintains an inventory of approximately 200 miles of unpaved roads. Application of calcium chloride to these roads for dust suppression reduces suspended dust particles that affect traffic safety and property. An annual list of roads is developed through the Engineering Division and the Roads & Drainage Maintenance Division. These roads are sprayed with one application of calcium chloride by a contracted road treatment service. The current annual budget is \$90,000.

Special Services (SS)

- Roadside Litter Pickup (LOS) – The Special Services Division employs inmate labor work crews to police public road right-of-way to include the CRMS and SCDOT-maintained roads. After a service interruption due to the COVID-19 pandemic, the inmate labor availability has generally been restored with sporadic interruptions. However, roadside litter pickups during FY-22 remain less reliable than in previous years.

Section 5 – Resources within the Department of Public Works:

<input type="checkbox"/> Road Maintenance FY-23 Fund Balance(preliminary)	\$6,349,938
<input type="checkbox"/> RDM FY-24 Operating Budget	\$13,449,686
<input type="checkbox"/> “C” Fund Forecasted Appointment FY23	\$7,272,797
<input type="checkbox"/> “C” Fund one-time earmark FY23	\$955,300

*C Funds amounts shown above are total funds available to all agencies in Richland County, SC (ie SCDOT, City of Columbia, and Richland County Public Works)

Section 6 – Goals:

DPW

- ☐ Utilize the Richland County Strategic Plan when developing other plans such as CTIP. Project selections and funding will reflect both the ordinance and the strategic plan initiatives.
- ☐ Interdepartmental coordination – Improve interdepartmental coordination with other stakeholders, especially the Transportation Penny staff, to ensure that all projects are coordinated, mutually supporting, and maintain or enhance area drainage.
- ☐ Interdepartmental coordination – Improve interdepartmental coordination with other stakeholders, especially the Community Planning and Development Department, to ensure that updated development standards are properly applied and newly developed infrastructure is of sufficient quality.

RDM

- ☐ Process review – Obtain a new work order system to provide reports showing the staffing time, equipment time and materials used. The system shall provide useful reports for planning, programming and execution of the workload.
- ☐ Personnel – Continue filling the need to expand employee training opportunities.
- ☐ Facility Improvement – Improve the Powell Road campus pavement and vehicle circulation.
- ☐ Develop and implement a street sweeping schedule map.

EGR

- ☐ Land Development Manual- evaluate need for revisions and provide updates on a regular schedule.
- ☐ Drainage study- conduct a county wide drainage study to assist in identifying capital improvement needs and incorporate information into comprehensive planning.

SS

- ☐ Develop a schedule and perform recurring, adequate vegetation maintenance for all sidewalks and SUPs in the CRMS in order to prevent slip and trip hazards and provide attractive community aesthetics.
- ☐ Improve surveillance of areas where illegal dumping has occurred.

Section 7 – Capital Improvement Plan (CIP):

Item Description	Proposed Funding Source	FY21	Biennium		Biennium		Total
			FY22	FY23	FY24	FY25	
Unpaved Roadway Repair-Design	RMF	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Unpaved Roadway Repair-Construction	RMF	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,000,000
Sidewalk Capital Improvement	RMF	\$350,000					\$350,000
Miscellaneous Road Improvements	RMF	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Road Resurfacing	RMF		\$1,000,000	\$1,000,000	\$3,000,000	\$3,000,000	\$4,000,000
Pavement Preservation	"C" Funds	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
Resurfacing Roads	"C" Funds	\$1,000,000	\$2,000,000	\$2,000,000	\$3,000,000	\$3,000,000	\$9,000,000
New Sidewalks	"C" Funds	\$1,000,000	\$500,000	\$500,000	\$500,000	\$1,000,000	\$3,000,000
Totals		\$5,000,000	\$4,650,000	\$5,600,000	\$7,550,000	\$8,050,000	\$30,850,000

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

Note 2: See Section 4 – Programs / functions: Other County Departments / Transportation Penny Department for planned Fiscal Year 2023 paving and resurfacing projects planned under that program.



FY-24 Capital Improvement Plan (CIP)

Pavement Preservation:

Road Name	District	Linear Miles	Dept
Fox Chapel Dr	1	0.30	DPW
Kingston Forest Dr	1	0.33	DPW
Fradan Ln	1	0.06	DPW
Woodcross Dr	2	0.26	DPW
Bent Bough Cir	2	0.22	DPW
Fair Ridge Ln	2	0.23	DPW
Woodale Cir	3	0.27	DPW
Crane Lake Dr	3	0.11	DPW
Sandwedge Ct	7	0.06	DPW
Mossy Oaks Ct	7	0.03	DPW
Heritage Hills Ct	7	0.30	DPW
Branson Ct	8	0.07	DPW
Eagle Pointe Dr	9	0.58	DPW
Willow Pointe Dr	9	0.14	DPW
Southern Dr	10	0.24	DPW
Casbel Ct	11	0.25	DPW
Crestmore Dr	11	0.25	DPW
Total		3.70	

Road Repair and Resurfacing:

Road Name	District	Linear Miles	Dept
Netherland Dr	1	0.37	DPW
Botany Dr	1	0.25	DPW
Botany Cir	1	0.09	DPW
Belfair Way	1	0.29	DPW
River Song Cir	1	0.05	DPW
River Song Rd	1	0.32	DPW
Knights Hill Ct	1	0.08	DPW
Lord Howe Rd	1	0.29	DPW
Cable Head Rd	1	0.18	DPW
Tattlers Trail	1	0.27	DPW
Tattlers Ct	1	0.02	DPW
Green Shank Ct	1	0.02	DPW
Bilmont Dr	1	0.13	DPW

Spring Blossom Ln	1	0.11	DPW
Pond Edge Ln	1	0.10	DPW
Lake Breeze Ln	1	0.09	DPW
Misty Pine Ln	1	0.11	DPW
Black Elk Ln	2	0.10	DPW
Black Kettel Ct	2	0.05	DPW
Blythe Creek Dr	2	0.62	DPW
Broken Arrow Ct	2	0.06	DPW
Center Creek Ct	2	0.27	DPW
Red Horse Ct	2	0.04	DPW
Red Winds Ct	2	0.06	DPW
Running Bear Ct	2	0.17	DPW
McNulty St	2	0.30	DPW
Fair Ridge Rd	2	0.23	DPW
Oakhurst Pl	2	0.34	DPW
Cross Ridge Rd	2	0.14	DPW
Crossr Ridge Ct	2	0.07	DPW
Preston Hills Ct	2	0.04	DPW
Preston Hills Dr	2	0.13	DPW
Firelane Rd	3	0.24	DPW
Scotsman Rd	3	0.19	DPW
Colony Dr	3	0.23	DPW
Denton Dr	3	0.20	DPW
Cramer Dr	3	0.22	DPW
Westbridge Ct	7	0.03	DPW
Folkstone Ct	7	0.03	DPW
Elmont Dr	7	0.11	DPW
Scioto Dr	7	0.13	DPW
Conn St	7	0.06	DPW
Crane Creek Ct	7	0.07	DPW
Crane Creek Dr	7	0.22	DPW
Heirtage Hills Dr	7	0.57	DPW
Bald Eagle Ct	7	0.02	DPW
Durant St	7	0.12	DPW
Rose Dew Ln	7	0.05	DPW
Stonington Dr	7	0.39	DPW
Ely St	7	0.05	DPW
Slash Pine Ln	7	0.35	DPW
Technology Cir	7	0.09	DPW
Research Dr	7	0.15	DPW
Alpine Rd Ext	7	0.17	DPW

Atrium Way	7	0.06	DPW
Alpine Cir	7	0.14	DPW
Big Game Loop	7	0.51	DPW
Ostrich Cir	7	0.17	DPW
Rivers Station Way	7	0.08	DPW
Sesqui Trl	8	0.19	DPW
Sesqui Ct	8	0.09	DPW
Single Tree Rd	9	0.05	DPW
Viewmont Rd	9	0.18	DPW
Briarcliffe W	9	1.10	DPW
Briarcliffe E	9	0.47	DPW
Sunderland Dr	9	0.24	DPW
Whitby Ct	9	0.04	DPW
Huntcliff Dr	9	0.46	DPW
Carswell Dr	10	0.20	DPW
Mauney Ct	10	0.26	DPW
White Birch Cir	10	0.50	DPW
Auburnleaf Dr	11	0.30	DPW
Tilting Rock Dr	11	0.31	DPW
Greenlake Dr	11	0.44	DPW
Spreading Branch Dr	11	0.27	DPW
Newell Rd	11	0.22	DPW
Worrall Dr	11	0.12	DPW
Kells Dr	11	0.08	DPW
Total		15.55	

Sidewalk Capital Maintenance:

In addition to new sidewalk construction, \$35,000 is budgeted for the maintaining existing sidewalks within the County Road Maintenance System this fiscal year. Areas for maintenance will be identified by County staff and prioritized to address safety concerns.

Enclosures 1-7



Department of Public Works

County Road Maintenance System (CRMS)

Fiscal Year 2024 Annual Maintenance and Improvement Comprehensive Plan

Updated: June 30, 2023

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

Unpaved roads

RDM Maintenance Area

	County Owned		Prescriptive Easement		All County Unpaved	
	Length (ft)	Length (miles)	Length (ft)	Length (miles)	Total Length (ft)	Length (miles)
Ballentine	53,652.98	10.16	152,505.28	28.88	206,158.27	39.05
Eastover	93,560.06	17.72	434,105.42	82.22	527,665.48	99.94
Northeast	87,138.77	16.50	243,986.68	46.21	331,125.45	62.71
Total Length	234,351.82	44.38	830,597.39	157.31	1,064,949.20	201.69

Paved roads

RDM Maintenance Area

	County Owned		Municipal Owned		All County Paved	
	Length (ft)	Length (miles)	Length (ft)	Length (Miles)	Total Length (ft)	Length (miles)
Ballentine	684,747.99	129.69	106,913.60	20.25	791,661.60	149.94
Eastover	432,541.99	81.92	0.00	0.00	432,541.99	81.92
Northeast	2,142,988.57	405.87	34,692.88	6.57	2,177,681.45	412.44
Total Length	3,260,278.56	617.48	141,606.49	26.82	3,401,885.05	644.30

County Road Maintenance System (CRMS)
Fiscal Year 2024 Annual Maintenance and Improvement Comprehensive Plan

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

Unpaved roads
Council District

	County Owned (Public ROW)		Prescriptive Easement		All County Unpaved	
	Length (ft)	Length (miles)	Length (ft)	Length (miles)	Total Length (ft)	Length (miles)
1	49,537.31	9.38	144,279.59	27.33	193,816.90	36.71
2	31,695.13	6.00	151,737.45	28.74	183,432.57	34.74
3	2,262.57	0.43	2,316.23	0.44	4,578.80	0.87
4	447.29	0.08	913.53	0.17	1,360.82	0.26
5	2,955.73	0.56	1,368.29	0.26	4,324.02	0.82
6	757.67	0.14	0.00	0.00	757.67	0.14
7	38,935.88	7.37	72,891.16	13.81	111,827.05	21.18
8	5,481.05	1.04	6,415.51	1.22	11,896.56	2.25
9	6,517.43	1.23	7,392.80	1.40	13,910.23	2.63
10	67,577.63	12.80	394,039.94	74.63	461,617.57	87.43
11	28,184.12	5.34	49,242.90	9.33	77,427.02	14.66
Total Length	234,351.82	44.38	830,597.39	157.31	1,064,949.20	201.69

Paved roads
Council District

	County Owned (Public ROW)		Municipal Owned		All County Paved	
	Length (ft)	Length (miles)	Length (ft)	Length (miles)	Total Length (ft)	Length (miles)
1	533,206.05	100.99	60,849.78	11.52	594,055.82	112.51
2	401,760.17	76.09	54,180.93	10.26	455,941.09	86.35
3	167,721.35	31.77	3,974.70	0.75	171,696.04	32.52
4	45,668.57	8.65	0.00	0.00	45,668.57	8.65
5	13,884.15	2.63	0.00	0.00	13,884.15	2.63
6	17,772.46	3.37	2,808.01	0.53	20,580.47	3.90
7	420,369.94	79.62	19,793.08	3.75	440,163.02	83.36
8	564,905.72	106.99	0.00	0.00	564,905.72	106.99
9	628,805.08	119.09	0.00	0.00	628,805.08	119.09
10	177,194.17	33.56	0.00	0.00	177,194.17	33.56
11	288,990.92	54.73	0.00	0.00	288,990.92	54.73
Total Length	3,260,278.56	617.48	141,606.49	26.82	3,401,885.05	644.30

County Road Maintenance System (CRMS)
Fiscal Year 2024 Annual Maintenance and Improvement Comprehensive Plan
Updated: June 30, 2022

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

Municipality	Paved Roads (miles)	Unpaved Roads (miles)	Total (miles)
Arcadia Lakes	1.57	0	1.57
Blythewood	10.57	3.53	14.09
Cayce	0	1.58	1.58
Eastover	0.94	0.42	1.36
Forest Acres	4.89	0.2	5.09
Irmo	25.76	1.7	27.45
Total	43.73	7.42	51.15

County Road Maintenance System (CRMS)
Fiscal Year 2024 Annual Maintenance and Improvement Comprehensive Plan
Updated: June 30, 2023

Enclosure (4) Bridge / Type / Location

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



County Road Maintenance System (CRMS)
Fiscal Year 2024 Annual Maintenance and Improvement Comprehensive Plan
Updated: June 30, 2023

Enclosure (5) Railroad crossings/type/location

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

County Road Maintenance System (CRMS)
Fiscal Year 2024 Annual Maintenance and Improvement
Comprehensive Plan
Updated: June 30, 2023

Enclosure (6) Traffic / Crossing Lighted Signals

Traffic Signals

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

School Zone Flashing Signal

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

County Road Maintenance System (CRMS)
Fiscal Year 2024 Annual Maintenance and Improvement Comprehensive Plan
Updated through March 2023

Enclosure (7) County-Maintained Sidewalks

RDM Maintenance
Area

	County Owned		Municipal Owned		All County Paved	
	Length (ft)	Length (miles)	Length (ft)	Length (miles)	Total Length (ft)	Length (miles)
Ballentine	321,786.78	60.94	28,114.27	5.32	349,901.05	66.27
Eastover	62,677.65	11.87	0.00	0.00	62,677.65	11.87
Northeast	934,256.07	176.94	5,336.55	1.01	939,592.62	177.95
Total Length	1,318,720.51	249.76	33,450.81	6.34	1,352,171.32	256.09

Council District

	County Owned		Municipal Owned		All County Paved	
	Length (ft)	Length (miles)	Length (ft)	Length (miles)	Total Length (ft)	Length (miles)
1	309,053.71	58.53	19,551.76	3.70	328,605.47	62.24
2	160,677.40	30.43	8,562.50	1.62	169,239.90	32.05
3	29,129.93	5.52	0.00	0.00	29,129.93	5.52
4	6,364.29	1.21	0.00	0.00	6,364.29	1.21
5	0.00	0.00	0.00	0.00	0.00	0.00
6	3,263.80	0.62	0.00	0.00	3,263.80	0.62
7	172,043.92	32.58	5,336.55	1.01	177,380.47	33.59
8	336,439.09	63.72	0.00	0.00	336,439.09	63.72
9	239,070.71	45.28	0.00	0.00	239,070.71	45.28
10	7,466.46	1.41	0.00	0.00	7,466.46	1.41
11	55,211.19	10.46	0.00	0.00	55,211.19	10.46
Total Length	1,318,720.51	249.76	33,450.81	6.34	1,352,171.32	256.09

*Length does not include Sidewalks built since February 2023 unless verified



Richland County Council Request for Action

Subject:

Department of Public Works - Jim Hamilton – LB Owens (CUB) Airport - Airport Manual Update

Notes:

December 14, 2023 – The Development & Services Committee recommended Council approve the updated Airport Manual.

**RICHLAND COUNTY
ADMINISTRATION**

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

**Agenda Briefing**

Prepared by:	Christopher S. Eversmann, AAE	Title:	General Manager	
Additional Input:	Peter Cevallos	Title:	General Manager	
Department:	Public Works	Division:	Airport (CUB)	
Date Prepared:	September 15, 2023	Meeting Date:	October 24, 2023	
Legal Review	Elizabeth McLean via email		Date:	December 6, 2023
Budget Review	Abhijit Deshpande via email		Date:	September 8, 2023
Finance Review	Stacey Hamm via email		Date:	October 11, 2023
Approved for consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Meeting/Committee	Development & Services			
Subject	Airport Manual update			

RECOMMENDED/REQUESTED ACTION:

The Richland County Airport Commission and the staff of the Jim Hamilton - LB Owens Airport (CUB) recommend approval of the updated Airport Manual.

Request for Council Reconsideration: ☒ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There are no specific fiscal or budgetary implications to this Manual; it reflects current management practices, service levels, and level of funding.

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

The County Attorney's Office suggested revisions and amendments which have been included in the attached draft.

REGULATORY COMPLIANCE:

This Airport Manual update is consistent with FAA Grant assurances and SC Code, Title 55. It also reflects updates to Richland County Code of Ordinances, Chapter 3, Airport.

MOTION OF ORIGIN:

This update of the Airport Manual did not originate with a County Council motion.

STRATEGIC & GENERATIVE DISCUSSION:

This version of the Airport Manual carries forward nearly all of the content of its predecessor. It is more comprehensive and addresses many additional general and specific items. Among them are:

- **Flight Instruction:** Permits flight instruction to be provided by individuals using a leased hangar as a base.
- **Maintenance of Aircraft:** Addresses all scenarios of maintenance being performed on aircraft on Airport property.
- **Airworthiness of Aircraft / Time limit:-** Requires Airport Commission approval for additional lease periods after six years in the cases of tenants who are building or restoring aircraft.
- **Hangar-Aircraft size compatibility:** Ensures compatibility between the size of the hangar leased and the size of the single aircraft stored therein.
- **General Manager enforcement authority:** Provides for limited codes enforcement-type authority for the Airport General Manager on Airport property.
- **Minimum Standards:** Expands and better defines the Minimum Standards for the Airport and defines levels of insurance coverage.
- **Commercial Aviation Operators:** Establishes a program by which third-party vendors engaged by Airport tenants and performing work on the Airport will register and provide proof of insurance.
- **Cooking Grills:** Prohibits use of cooking grills by individual tenants but permits use by some tenant organizations.
- **Oxygen Bottles:** Requires reporting of the storage of Oxygen bottles to Airport Management.
- **LP Tanks:** Prohibits the storage of LP Tanks (Fire Code requirement).
- **Alcoholic beverages:** Allows the County Administrator to authorize the use of alcoholic beverages on Airport property for certain, authorized social functions or events.
- **Animals:** Allows the pass-through of animals through the Terminal building.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

- Goal 1: Foster Good Governance
 - Updates, streamlines, and defines in detail rules, regulations, and levels of service at the Airport
- Objective 3.1: Align budget to priorities and seek alternative revenue sources
 - Lists FAA and SCAC Airport Development Grants
- Objective 4.3 – Create excellent Facilities
 - Accounts for Airport Facility types as well as development and maintenance thereof

ADDITIONAL COMMENTS FOR CONSIDERATION:

A draft of the airport manual has been posted on the homepage of the Airport website from mid-June through mid-September. Also, the President of the Experimental Aircraft Association (EAA) participated in an Airport Commission Work Session on June 21, 2023.

This airport manual was recommended for approval by a unanimous vote of the Richland County Airport Commission in their September 11, 2023 meeting.

ATTACHMENTS:

1. Work Session PowerPoint Presentation
2. Proposed Airport Manual



JIM HAMILTON I LB OWENS AIRPORT
(CUB)

Airport Manual Work Session / Richland County Airport Commission / June 21, 2023





OVERVIEW

- Purpose of Work Session
- Related Documents
- Other Documents
- Process
- "Full Disclosure"
- Airport Manual (DRAFT) Review





PURPOSE OF WORK SESSION



To review the DRAFT *Airport Manual* in detail with the Airport Commission in order to:

- Ensure thorough, detailed understanding by each Commissioner,
- Answer questions,
- Make corrections and edits, and
- Promote a transparent process, in anticipation of presentation to County Council for consideration and passage (single vote).



RELATED
DOCUMENTS
/ OTHER
DOCUMENTS



RELATED DOCUMENTS

Airport "Guiding Documents"

- RC Code of Ordinances, Chapter 3, "Airport"
- RCAC Bylaws
- Airport Manual
- FBO Lease / Services Agreement
- SASO Lease / Services Agreement
- Hangar Lease Template



OTHER DOCUMENTS



- Airport Master Plan
- Airport Layout Plan (ALP)
- Airport Capital Improvement Plan (ACIP)
- RFIs / RFPs / RFQs / RFBs



PROCESS



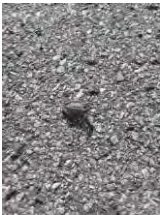
PROCESS

- Research ☒ / Drafting ☒
- Distribution ☒ / Review ☒
- Work Session
- RCAC Approval
- County Council Approval
- Implementation and use





“FULL DISCLOSURE”



- Flight Instruction
- Maintenance of Aircraft
- Airworthiness of Aircraft / Time limit (eight years)
- Hangar-Aircraft size compatibility
- General Manager enforcement authority
- Minimum Standards
- Commercial Aviation Operators
- Cooking Grills
- Oxygen Bottles
- LP Tanks
- Alcoholic beverages
- Animals





AIRPORT MANUAL (DRAFT)

- 18 Sections
- Four Appendices
- First Draft distributed to RCAC on June 9th
- Addendum / initial edits distributed to RCAC on June 16th
- Posted on website on June 16th
- Council consideration in July or September



AIRPORT MANUAL (DRAFT)

- Section I – Introduction (4)
- Section II – Definitions
- Section III – Airport Staff (3)
- Section IV – Airport Administration and Finance (9)
- Section V – Airport Safety Policies and Rules (6)
- Section VI – Airport Regulations (27)
- Section VII – Aircraft Policies and Rules (13)
- Section VIII – Airport Security (3)



AIRPORT MANUAL (DRAFT)

- Section IX – Environmental Regulations (5)
- Section X – Storage and Use of Hazardous Items (4)
- Section XI – Flight Training (3)
- Section XII – Maintenance of Aircraft (5)
- Section XIII – Airport Services (8)
- Section XIV – Airport Operations (5)
- Section XV – Policies and Rules for Hangar Tenants (14)



AIRPORT MANUAL (DRAFT)



- Section XVI – Other (non-Hangar) Airport Facilities (7)
- Section XVII – Tenants (4)
- Section XVIII – Enforcement (4)
- “Edits” Page
- Appendix 1 – Airport Grid Map
- Appendix 2 – Noise Abatement Procedures
- Appendix 3 – Airport Minimum Standards *
- Appendix 4 – Permit for Commercial Aviation Operators *



* APPENDIX 3 ■ AIRPORT MINIMUM STANDARDS

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- Section II – Fixed Base Operators (FBOs)
- Section III – Fuel and Oil Sales
- Section IV – Aircraft Maintenance and Repair
- Section V – Flight Training
- Section VI – Aircraft Charter Service
- Section VII – Aircraft Rental and Sales
- Section VIII – Crop Dusting and Spraying
- Section IX – Miscellaneous Operations



* APPENDIX 4 ■ PERMIT FOR COMMERCIAL AVIATION OPERATORS

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 - Insurance / Security
- Vendors engaged by tenants
- Vendors engaged by FBO / SASO
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- Flight Instructors
- Aircraft Maintenance Technicians



THANK YOU!

Contact information:
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(803) 767-1789

www.FlyKCUB.com





Airport Manual

Adopted by Richland County Airport Commission – September 11, 2023

Adopted by Richland County Council – _____, 2023

Jim Hamilton – LB Owens Airport

Richland County Department of Public Works

1400 Jim Hamilton Blvd

Columbia, South Carolina 29205

(803) 771-7915

www.FlyKCUB.com

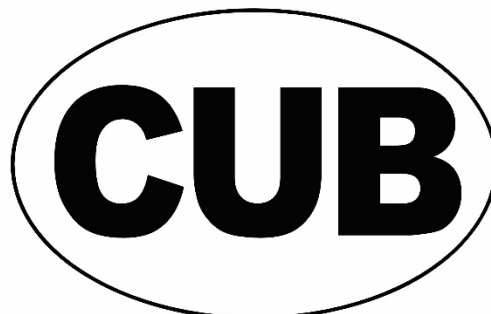


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Appendix 4 – Permit for Commercial Aviation Operators

Section I – Introduction

The Jim Hamilton – LB Owens Airport (CUB) is a General Aviation Airport owned by Richland County and dedicated to providing aviation facilities to the general public and business interests in a non-discriminatory manner.

- A. **Airport Mission** – The primary mission of the Airport is to provide facilities for the safe and efficient use of general aviation aircraft in support of transportation needs and economic development of the Midlands area and the State of South Carolina. The secondary mission is to provide a reliever airport for Columbia Metropolitan Airport (CAE).
- B. **Manual Purpose** – This *Airport Manual* contains the rules, regulations, policies, and procedures that shall be adhered to by all users, FBOs, tenants, and guests that shall avail themselves of the facilities of the Airport. All such rules, regulations, and established procedures, are considered statutory. The provisions contained in this *Airport Manual* follow all applicable statutes, ordinances, rules, orders, regulations, and other requirements of the Federal, State, County, and Municipal government. All such regulations now existing and any changes or amendments made hereafter are hereby incorporated in the terms of this manual as if set out verbatim. Failure to comply by any person using the facilities of the Airport may result in the forfeiture of the rights of usage of these facilities and could result in Civil or Criminal penalties.

A current, online electronic version of this *Airport Manual* shall be available through the Airport website.

- C. **Target Audiences** – The target audiences for this *Airport Manual* include:
 - 1. Hangar Tenants
 - 2. Airport Commissioners and Staff
 - 3. FBO Staff
 - 4. SASO Staff
 - 5. Tenant Organizations
- D. **Provisions for modification** – This *Airport Manual*, or any part thereof, may be modified, altered, or changed by a majority vote of the Richland County Airport Commission and the Richland County Council. In instances where a rule change is necessary to insure the continued safe operation of the Airport, changes duly approved by the Airport General Manager or Airport Commission shall be considered to be in effect until such time as the Richland County Council accepts or rejects the rule change.

Section II – Definitions

Above Mean Sea Level (AMSL) – A survey datum used as a uniform basis for measures of elevation or altitude.

Air Operations Area (AOA) – Those areas which encompass the runways, taxiways, and other areas of the airport utilized for taxiing, take off, and landing of aircraft.

Aircraft – Any device used or designed for navigation or flight in the air including, but not limited to, an airplane, sailplane, glider, helicopter, gyrocopter, ultra-light, balloon, or blimp.

Airfield – That portion of the airport which includes a level area and is equipped with hard-surfaced taxiways and a runway, on which aircraft take off and land.

Airfield Service Vehicles – Those vehicles operated by the Airport General Manager, or under his direction, routinely used for service, maintenance and / or construction on the Airfield.

Airport Commission – The Richland County Airport Commission.

Airport Employees (also “Airport Staff”) – Current, official employees of the Airport Sponsor (Richland County) who are assigned to the Airport (temporarily or permanently), the Fixed Base Operator (FBO), or a Specialized Aviation Service Operator (SASO).

Airport Identification Badge (AIDB) – A unique means of personal identification issued to Airport tenants as a security measure. May also be used as a means of airside access control.

Airport Management – The Airport General Manager or other duly authorized supervisory representatives of the FBO.

Airport General Manager – The individual designated to represent the County in the day-to-day management of the Airport.

Airport – The Jim Hamilton – LB Owens Airport (CUB) (formerly known as “Municipal Airport Owens Field” or “Columbia Owens Downtown Airport”).

Airport Sponsor – Richland County, the owner of the Airport. .

Airport Reference Point (ARP) – The point established as the approximate geographic center of the airport landing area and so designated. The Airport Reference Point for the Airport at time of publications is located at 33-58-13.7000N / 080-59-42.9000W.

(Class “C”) Airspace – The airspace around the primary airport (CAE) extending from the surface to 4,200 feet AMSL, extending 5 nautical miles out from the airport center, and from 1,800 feet

AMSL to 4,200 feet AMSL from 090 degrees to 360 degrees and from 2,000 feet AMSL to 4,200 feet AMSL from 360 degrees to 090 degrees extending out from the airport center between 5 and 10 nautical miles. Communication with Columbia ATCT Controllers is required prior to entering this airspace.

Baggage – Such articles, effects, and other personal property of an aircraft pilot or passenger as are necessary or appropriate for wear, use, comfort, transport, or convenience in connection with travel.

Based Aircraft – An aircraft which the owner or operator physically locates at the Airport (CUB) and has an active lease agreement with the Airport Sponsor for ongoing use of hangar or tie-down space for the storage thereof. Listed as such in the National Based Aircraft Inventory.

Commercial Aviation Operator – An individual or group organized into a business, contractor or subcontractor, that performs aeronautical or non-aeronautical work on the Airport on behalf of an Airport tenant, FBO, or SASO, and is not otherwise contractually engaged with the Airport Sponsor. Specifically excludes the deliveries of food or goods to the terminal building and limousine services picking up passengers from arriving aircraft.

Corporate Operator – Operators of aircraft which are owned by a corporation used chiefly for the personal transportation of the owning business.

County – The County of Richland, State of South Carolina.

Courtesy Car (or “Courtesy Vehicle”) – Any vehicle owned and operated specifically for the transportation and convenience of their patrons or prospective patrons by an FBO, hotels, motels, and other businesses located on or off the Airport premises.

CTAF – Common Traffic Advisory Frequency.

CUB – The three-character FAA designator for the Jim Hamilton – LB Owens Airport.

Distracted driving – That condition when a driver undertakes any activity that diverts attention away from driving. Distractions can include using mobile telephones or other hand-held devices, talking with passengers, eating or drinking, reading, adjusting the radio, or using a navigation system while driving. Distracted walking may also result in a similar loss of situational awareness and create unsafe conditions.

Driver – Any person in physical control of a ground vehicle.

Drone – Also known as an Unmanned Aerial Vehicle (UAV). An aircraft without any human pilot, crew, or passengers on board. UAVs are a component of an unmanned aircraft system (UAS), which includes adding a ground-based controller and a system of communications with the UAV.

The flight of UAVs may operate under remote control by a human operator, as remotely-piloted aircraft (RPA), or with various degrees of autonomy, such as autopilot assistance, up to fully autonomous aircraft that have no provision for human intervention.

Emergency Vehicle – Vehicles of the Police or Fire Department, ambulances, or any vehicle conveying an Airport Official or Airport employee in response to a *bona fide* emergency.

Enterprise fund – A self-supporting government fund that sells goods and services to the public for a fee. An enterprise fund uses the same accounting framework followed by entities in the private sector, such as GAAP or IFRS.

eVTOL – Electronic Vertical Take-Off and Landing. A variety of VTOL (vertical take-off and landing) aircraft that uses electric power to hover, take off, and land vertically.

FAA – Federal Aviation Administration.

Flight Training –Instructing pilots and students in dual and solo flight training, in fixed or rotary-wing aircraft, and / or provides such related ground school instruction. Flight and ground training will include any training in preparation to take any FAA written examination and / or flight check ride for any license, or for any type, class, or category rating, upgrade training, or to maintain currency and proficiency as defined by FAA, whether or not such written exams or check rides are actually taken. Flight training may be covered in 14 CFR Part 61 or 14 CFR Part 141.

Fixed Base Operator (FBO) – is an organization which operates the Airport on a routine, day-to-day basis. The FBO may be staffed by County employees or outsourced to a commercial entity acting on behalf of the County.

Fuel Farm – That Airport facility used for the receipt, storage, and bulk discharge of aviation fuels.

Fuel Flowage Fee – The fee rendered to the County for all aviation fuels which are dispensed on Airport property.

Foreign Object Debris (FOD) – Any object, live or not, located in an inappropriate location in the airport environment that has the capacity to injure airport or other personnel and damage aircraft.

Ground Support Equipment (GSE) – Those vehicles and mobile equipment routinely used on the Airport aprons or parking areas in support of aircraft operations.

Ground Vehicle – Any vehicle (truck, car, motorcycle, or bicycle) which is used for ground transportation.

Hangar – Those Airport facilities used for the indoor storage of Aircraft.

Hangar Tenant – A person or group of persons organized into a business or legal partnership who currently lease a Hangar for an approved aeronautical use. Hangar tenants are listed by name on the Hangar lease document and its supporting enclosures.

Home Built (or “Kit Built”) Aircraft – Those aircraft that are constructed by persons for whom aircraft fabrication and assembly is not a professional activity. These aircraft may be constructed from "scratch", from plans, or from assembly kits. These amateur-built aircraft are built by individuals and licensed by the Federal Aviation Administration (FAA) as “Experimental.”

Instructor – Any individual giving, or offering to give, instruction in the operation, construction, repair, or maintenance of aircraft, aircraft power plants and accessories, including the repair, packing and maintenance of parachutes.

Minimum Standards – Those required conditions an operator must meet in order to provide a commercial service on the Airport. These standards are required to: Impose conditions that ensure safe and efficient operation of the airport in accordance with FAA rules, regulations, and guidance as well as industry best practices.

Motor Vehicle – Every ground vehicle that is self-propelled. See also “Ground Vehicle” and “Ground Support Equipment.”

National Air Transportation Association (NATA) – The public policy group that represents the interests of the general aviation business community before the Congress and federal, state and local government agencies.

Navigational Aid (NavAid) – Physical devices on the ground to which an aircraft can detect and fly.

(Aircraft) Noise Abatement – Those aircraft flight procedures, whether voluntary or regulatory, that help to mitigate the impact of aircraft noise to residential areas surrounding the Airport.

Non-Scheduled Operator – Any person using the Airport for the purpose of landing and taking off of any aircraft, whose purpose shall be the taking on, or the unloading of any passengers, mail, express, freight, or cargo for hire, gift, remuneration or reward, or for the purpose of refueling, and whose operations shall not be required to meet the regulations demanded of a scheduled air carrier as provided by the Federal Government.

Notice to Airmen (NOTAM) – An official notice issued by the FAA containing aeronautical information (not known sufficiently in advance to publicize by other means) concerning the establishment, condition, or change in any component (facility, service, or procedure of, or hazard in the National Airspace System) and the timely knowledge of which is essential to personnel concerned with flight operations.

PAPI – Precision Approach Patch Indicator. A system of lights on the side of an airport runway threshold that provides visual descent guidance information during final approach.

Person – Any individual, firm, partnership, corporation, company, club, or association, and any trustee, receiver, assignee or other similar representative thereof.

Patron – A visitor to the Airport who uses goods and services available therefrom. May include passengers and flight crew from itinerant aircraft or users of facilities such as the Airport Conference Rooms and Vending Areas.

Public Area – Those areas (including the various concessions, restrooms, terminal lounge sections, conference rooms, and hallways) used for public gatherings, thoroughfares, waiting, and viewing, plus all landside streets, roads, sidewalks, and all other areas available to the general public. All other areas are considered operational areas and access is permitted only upon expressed consent of the Airport Staff.

Ramp Fee – A fee charged to the operators of itinerant aircraft for parking on the Aircraft parking Apron to help defray the cost of Airport Patron Services. Applied thirty-minutes after parking and every 24-hours thereafter.

Refueling Trucks – Any vehicle used for the transporting, handling, or dispensing of aviation fuels, oils, and lubricants.

REIL – Runway End Identifier Lights. A system consisting of a pair of synchronized flashing lights located laterally on each side of the runway threshold to provide rapid and positive identification of the approach end of a particular runway.

Runway – That Airfield pavement used by fixed wing aircraft for taking off or landing.

SASO – Specialized Aviation Service Operator. Any person or organization who is authorized to conduct business by virtue of a contract with the County, but not engaged in business of an aviation nature within the scope of a Fixed Base Operator, or a local operation, as defined herein.

SCAC – South Carolina Aeronautics Commission.

South Carolina Breakfast Club – A traveling aviation social group that conducts Sunday morning breakfast gatherings at Airports around South Carolina and neighboring states.

(Airport) Sponsor – Richland County, the owner of the Airport.

Taxiway – A path at an airport for aircraft ground movement that connects runways with aprons, terminals and other facilities.

Taxilane – A path at an airport for aircraft ground movement that connects taxiways with hangar facilities.

Terminal – A building at an airport where passengers transfer between ground transportation and the facilities that allow them to board and disembark from an aircraft.

Through-The-Fence (TTF) Operation – Any activity or use of real property of an aeronautical or non-aeronautical nature that is located outside (or off) of airport property, but has access to the airport's runway and / or taxiway system (FAA).

Traffic Pattern – A standard airborne path followed by aircraft when taking off or landing while maintaining visual contact with the airfield.

UniCom – Universal Communication. A non-government air-ground radio communication facility which may provide Airport Advisory Service. The UniCom operation for this airport at the time of publication is on frequency 123.075 MHz.

Vehicle – Every device, moving or parked, by which any person or property is on may be transported, or drawn upon a highway. This definition includes bicycles.

Section III – Airport Staff

Airport Staff are current, official employees of the Airport Sponsor (Richland County), a Fixed Base Operator (FBO), or a Specialized Aviation Service Operator (SASO) who are assigned to the Airport on a temporary or permanent basis.

The **Airport Division** is assigned to the **Department of Public Works (DPW)**.

- A. The **Airport General Manager** (hereinafter the “General Manager”) is a County employee who reports to the **Director of Public Works**.

In addition to discharging management, financial, and administrative tasks associated with the operation and maintenance (O&M) of the Airport, the General Manager also has limited enforcement authority associated with “on Airport” safe motor vehicle and equipment operation and parking, fire code, and hangar occupancy.

- B. The **Fixed Base Operator (FBO)** is an organization which operates the Airport on a routine, day-to-day basis. The FBO may be staffed by County employees or outsourced to a commercial entity acting on behalf of the County.
- C. A **Specialized Aviation Service Operator (SASO)** is a business tenant, based at the Airport, who provides specialized or limited aviation services such as flight instruction or aircraft maintenance.

Section IV – Airport Administration and Finance

- A. **In General** – The Airport General Manager shall be responsible for effective and efficient Airport administrative and financial management in accordance with industry best practices and applicable Federal, State, and Local laws, ordinances, and regulations. Other County Staff or Airport entities shall assist in this effort as appropriate and in accordance with service agreements.
- B. **Richland County Airport Commission** – The Richland County Airport Commission is a nine-member advisory body appointed by the Richland County Council. Limited administrative support of the Airport Commission shall be provided by the Airport General Manager and other County Staff.
- C. **Enterprise Fund designation** – The Airport is designated as an enterprise fund, though it may receive additional general funds and support from the Airport Sponsor. In accordance with FAA Grant Assurances, the Airport shall pursue financial self-sustainment through the generation of revenue by establishing appropriate service rates and fees.
- D. **Recurring County Budget process** – The Airport General Manager shall prepare, on a recurring basis, an Airport operating budget request based on the County Fiscal Year (FY) as part of the County’s budget process. This request shall be in accordance with guidance provided by the County Administrator and shall include a Fiscal Year Airport Master Rate and Fee Schedule.
- E. **Federal and State Grants for Airport development and maintenance** – The Airport General Manager shall make maximum effective use of Federal and State Grant funding opportunities to promote the development and maintenance of the Airport consistent with the Airport Capital Improvement Plan (ACIP) and available local matching funds.
- F. **County Procurement process** – The Airport General Manager shall be guided by the provisions of the County Procurement process as outlined in the ordinance chapter thereunto pertaining.
- G. **For-profit, third-party vendors operating at the Airport** – Any for-profit, third-party vendor engaged by an Airport Tenant or Visitor to perform work at the Airport shall register in advance with the Airport General Manager. The registration process and associated requirements are contained in **Appendix 4** of this *Airport Manual*.
- H. **Administrative Forms** – The Airport General Manager shall develop, maintain, and make available to those concerned, forms in order to facilitate the recurring administrative process of the Airport.

- I. **Airport Website** – The Airport General Manager shall manage a website, and other electronic media as appropriate and consistent with County policy, that promotes and thoroughly explains the Airport and its operation, history, and facilities.
- J. **Lease Agreements** – The Airport General Manager shall manage lease agreements for Airport Hangar or Tie-Down Tenants, FBOs, SASOs, Aeronautical and Non-Aeronautical Businesses, or other entities that use Airport Property in order to ensure fair compensation to the Airport and an equitable distribution of associated risk.
- K. **Ramp Fees** – The County Council may, as part of the Budget process and Revenue generation plan, impose a reasonable Ramp Fee on transient aircraft visiting the Airport in a fair, consistent, and equitable manner. The Ramp Fee will be waived in the following situations:
- ➔ If the aircraft is registered to the US Government or US Military;
 - ➔ If the aircraft operator purchases stipulated goods or services from the Fixed-Base Operator (FBO) or SASO;
 - ➔ If the aircraft remains parked on the Airport less than 30-minutes;
 - ➔ If the aircraft is on a medical mercy mission;
 - ➔ If the aircraft is participating in a South Carolina Breakfast Club or EAA-242 Young Eagles event.

Section V – Airport Safety Policies and Regulations

- A. **Foreign Object Debris (FOD)** – The mitigation of the safety threat to aircraft and airmen posed by the presence of Foreign Object Debris (FOD) on Airfield pavement is an ongoing effort by all Airport and Airfield stakeholders. Airport Staff shall lead the effort and set the example in diligence in the anti-FOD effort (observing, removing, proper disposal) within their airside work areas. All Airport tenants and visitors are encouraged to follow this example.
- B. **Airside Ground Vehicle Operation** – Please see **Section VI (Airport Regulations)** for regulations pertaining hereto.
- C. **Distracted Driving (and walking)** – Distracted driving and walking on the Airport is prohibited.
- D. **Lasers** – Lasers are not authorized for use on or directed towards the Airport or Aircraft. Use of laser equipment in performing ground survey tasks on or near the Airport must be coordinated in advance of their use with the Airport General Manager.
- E. **Banner Tow Operations** – Banner Towing Operations may be conducted at the Airport when authorized in advance by the Airport General Manager and FBO Line Services Manager. Banner Tow Operator Ground Support Staff must be accompanied by FBO Staff while on the Airfield. Banner Tow Operators shall register as **Commercial Aviation Operators** (please see **Appendix 4**). Banner Tow Operations may be prohibited during periods of Temporary Flight Restrictions (TFRs) due to nearby NCAA Division One sporting events (or other highly attended entertainment events) conducted at Williams-Brice Stadium.
- F. **Aviation Safety Incident Reporting** – Aircraft Operators or witnesses shall report in a timely manner to Airport Staff on duty the occurrence of aviation safety incidents such as crashes, collisions, wildlife strikes, disabled aircraft on a runway or taxiway, and airfield incursions and excursions by aircraft or ground vehicles.

Section VI – Airport Regulations

- A. **Airside Ground Vehicle Operation** – Ground vehicles operating Airside (within the perimeter fence) shall observe an Airport-wide speed limit of 15 miles per hour (mph). Ground vehicles will always grant right-of-way to all aircraft and pedestrians. To the maximum extent practical, maximum separation between ground vehicles and aircraft shall be maintained. All ground vehicles must carry adequate insurance. Under routine circumstances, only airport staff / County Maintenance / FBO / SASO ground vehicles or tugs are authorized on Taxiway 'A.' Under routine circumstances, only the Airport General Manager is authorized to operate a ground vehicle on Runway 13 – 31 or stub taxiways leading thereto. All government owned vehicles (GOVs), FBO owned vehicles, and SASO owned vehicles will maximize their visibility by using strobe lights / "wig-wags" / hazard lights when operating airside. Unless meeting an arriving aircraft (or otherwise directed by the FBO Staff), all ground vehicles will remain within the perimeter vehicle lanes on the aircraft parking apron. Driving and parking on the grass is not permitted.
- B. **Parking** – Parking in designated public parking areas is open to the public using the Airport, except employees or organizations having tenancy in the terminal building area. These tenants shall provide an area for exclusive use by their employees while the employees are on duty, in accordance with the area or areas designed by the Airport General Manager.
- C. **Removal of Vehicles** – The Airport General Manager may remove from the Airport any vehicle or trailer which is disabled, abandoned, parked unlawfully, or which presents an operational problem. This movement may be made to any area of the Airport or the Airport General Manager may employ a towing service, and such movement shall be at the expense of the owner.
- D. **Disorderly Conduct** – The following conduct on the Airport is not authorized and shall be reported to law enforcement officers for appropriate enforcement action:
- Intoxication or drunkenness; unlawfully under the influence of controlled substances; commission of obscene, indecent, or lewd acts; creating a nuisance, gambling; or other disruptive or disorderly behavior.
- E. **Damage to the Airport** – The owner, or operator, of any aircraft or vehicle which, for any reason, causes damage, due to negligence or misconduct, to the Airport, shall be fully responsible for said damage. The Airport General Manager shall assess the damage and make demand upon said operator or owner for reimbursement to the Airport. If the operator or owner refuses the request for reimbursement, the Airport General Manager shall make a full report to the County Administrator, County Risk Manager, and County Attorney who shall institute appropriate legal action, as necessary and proper.

- F. **Sanitation** – No person shall dispose of garbage, papers, refuse, trash, or any other material on the Airport property except in the receptacles provided for that purpose; nor use a restroom in other than a clean and sanitary manner.
1. **Trash Containers** – Areas to be used for trash or garbage containers shall be designated by the Airport General Manager and no other areas shall be used for this purpose. Such areas shall be kept clean and sanitary at all times.
 2. **Liquid Disposal** – No fuels, oils, dopes, paints, solvents, or acids shall be disposed of or dumped into drains on the ramp areas, catch basins, ditches, or elsewhere on the Airport, except in such designated areas as may be approved by the Airport General Manager.
- G. **Preservation of Property** – No person shall destroy, injure, deface, or disturb in any way, any building, sign, equipment, marker, or other structure, trees, flowers, lawn, or other property on the Airport; nor alter, make additions to, or erect any building, or sign, or make excavations on the Airport, without proper permission. Any person causing any damage, as described above, shall be responsible to Richland County for reimbursement of the full amount of the damages. Such person may also be prosecuted under civil or criminal law, as applicable.
- H. **Explosives, Firearms, and Other Dangerous Articles** – No unauthorized person shall carry loaded weapons on Airport property. Nor shall any person store, keep, handle, use, dispense, or transport at, in, or upon the Airport any hazardous or dangerous article at such time, or place, or in such manner, or condition as to endanger persons or property.
- I. **Interfering or Tampering with Aircraft** – No person shall interfere or tamper with any aircraft, or put into motion the engine of any aircraft, or use any aircraft, aircraft parts, instruments, or tools, without permission of the owner, or by specific directions of the Airport Management when warranted by emergency conditions.
- J. **Restricted Areas** – No person shall enter upon the Airfield area, utilities and service rooms, building roofs, or other areas as may be designated “RESTRICTED” except:
1. Persons assigned to duty therein by Airport Management;
 2. Persons otherwise authorized by Airport Management;
 3. Banner tow operators under the direct supervision of the FBO line staff.
- K. **Use of Roads and Walks** – No person shall occupy the roads or walks in such a manner as to hinder or obstruct their proper use.
- L. **Refusal to Comply and Trespassing** – Any person who refuses to comply with the rules and regulations contained herein, after properly requested to do so by the Airport General Manager or other duly authorized person, shall be requested to leave the Airport. In the event of failure to comply with a proper request to abide by the rules and

regulations of the Airport, the person refusing to comply shall be considered a trespasser and reported to local law enforcement.

- M. Use of Shop Areas** – All shops, garages, equipment, and facilities are expressly for the conduct of the owner's or lessee's, business and operations. No persons other than the employees of the owner or lessee shall make use of these facilities or loiter around such premises without individual and specific permission of the owner or lessee or the Airport Management.
- N. Conduct of Business or Commercial Activity** – All business and commercial activity conducted on the Airport shall be in accordance with such terms and conditions as may be prescribed in the current Airport Minimum Standards (please see **Appendix 3**). Those businesses and commercial activities not otherwise contractually obligated to the Airport Sponsor shall register with the Airport General Manager on an annual basis as a Commercial Aviation Operator (please see **Appendix 4**).
- O. Use of Open Flame** – No person shall conduct any open flame operations in any tenant hangar or on the Airport unless specifically authorized by the Airport General Manager. Campfires on the Airport are prohibited.
- P. Smoking** – No person shall smoke on the Airport apron, in any hangar or shop, service station area, Fuel Farm, fuel storage area, or in any building, room, or other place on the Airport where smoking is specifically prohibited. This includes Vaping devices and Electronic Cigarettes that could provide an ignition source.
- Q. Witnesses and Participants in Accidents (on Airport)** – Witnesses of, and participants in any accident on the Airport shall report to the Airport General Manager's office as soon after the accident as possible, leaving their names and addresses and rendering such reports as may be required. They shall report to the senior FBO employee on site in the absence of the Airport General Manager.
- R. Picketing, Marching, or Demonstrating** – No person may walk in a picket line, or take part in a labor (or other public) demonstration on any part of the Airport, except in a place specifically assigned by the Airport General Manager. Any such actions shall be conducted in a peaceful and orderly manner, without physical harm, molestation, threat, or harassment of persons and without violence, obscenity, or breach of the peace. No person may act so as to cause the interruption of the safe and efficient operation of the Airport and the activities conducted thereon.
- S. Storage of Equipment** – No tenant or lessee shall store or stack material or equipment in such a manner as to constitute a hazard to personnel or property. Storage of clutter or excess material unrelated to Aircraft operation in and around hangar spaces is not authorized.

T. **Animals** –Any domestic animal brought airside (within the perimeter fence) must be restrained (kept in a vehicle, kept on a leash, or kept in a carrier). Domestic animals may be briefly brought through the terminal going to or coming from a flight. No animals, other than service animals with their owners, shall loiter in the terminal. Police Dogs are permitted to perform their official law enforcement assignments.

U. **Repairs to Aircraft** – Please see **Section XII** of this *Airport Manual* for information pertaining to maintenance and repair of Aircraft.

V. **Fueling of Aircraft** – No person shall refuel any aircraft, or engine, from any gravity fed container or from any other device that does not specifically and fully meet with all governmental and safety standards, rules, regulations, and guidelines, and is approved by the City Fire Marshal.

The fueling of aircraft and use of flammable or volatile liquids must be performed in accordance with all applicable FAA rules, Fire Codes, and Federal, State, and local statutes.

No person shall perform, or allow to be performed, any refueling operation during an electrical storm.

No person shall operate any radio transmitter or receiver, mobile communication device, or switch electrical appliances off or on in an aircraft during fueling or defueling.

W. **Cleaning of Floors** – Floors shall be kept clean and free from oil. The use of volatile, flammable solvents for cleaning floors is prohibited.

X. **Drones, Model Rockets, and Model Aircraft** – The use of Drones, Model Rockets, and Model Aircraft on or above Airport property is not considered an authorized aeronautical activity and is not permitted unless specifically authorized by the Airport General Manager.

Y. **Alcoholic Beverages** – Unless specifically authorized by the County Administrator or County Council for a specific, authorized event, the consumption of alcoholic beverages on the Airport is prohibited.

Z. **Through-the-Fence (TTF) Operations** – Unless specifically authorized by the Airport Commission, County Council, and the Federal Aviation Administration (FAA), no Through-the-Fence Operations are authorized.

AA. **Aircraft Wash down** – All runoff from Aircraft or Ground Vehicle washdown performed on the Airport shall be captured and treated in an Oil-Water Separator. As such, only the

Airport Wash down Area adjacent to the Maintenance Hangar and inside the Large Corporate Hangars are authorized for this activity.

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Section VII – Aircraft Policies and Rules

The rules set forth in this section may only be deviated from when an emergency arises that requires such deviation in the interest of safety. Any such deviation is at the discretion of the pilot in command who should be prepared to accept any consequences that may arise from those actions.

A. **Noise Abatement** – The Airport is assigned a non-standard traffic pattern (Right turn pattern for approaches into Runway 13 and Left turn pattern for approaches into Runway 31) for the primary purpose of promoting Aircraft Noise Abatement over neighboring residential areas. Compliance is voluntary, but strongly encouraged by all pilots operating in proximity to the Airport. A copy of the Noise Abatement procedures and an accompanying exhibit is contained in **Appendix 2 (Noise Abatement Procedures)** to this Manual.

B. **Prohibited or Restricted Aircraft Operations** – The following Aircraft operations are prohibited or restricted at the Airport:

1. **Parachute Jumping** – 14 CFR § 105.23 states (for airports without an operating Air Traffic Control Tower), “No person may conduct a parachute operation, and no pilot in command of an aircraft may allow a parachute operation to be conducted from that aircraft, over or onto any airport unless prior approval has been obtained from the management of the airport to conduct parachute operations over or on that airport.”

2. **Stunt Flying or Aerobatics** – No person shall operate an aircraft in a careless or reckless manner so as endanger the life or property of others by “buzzing”, diving, or low altitude flying.

Except for public displays or aviation flight, specifically authorized by the Airport General Manager to be conducted under responsible auspices and control, no person shall conduct stunt flying or aerobatics within the Airport environment, including the areas normally referred to as “traffic patterns.”

3. **Balloon Flight** – No flight or ground demonstrations involving balloons, or training or practice thereof, shall be conducted on or over the Airport without the advance approval of the Airport Commission and the Airport General Manager.

C. **Proximity to NCAA Events Venue** – The University of South Carolina’s Williams–Brice Stadium is located within 1.14 nautical miles of the Airport Reference Point (ARP). Pursuant to 14 CFR, Section 99.7, special security instructions, commencing one hour before the scheduled time of the event until one hour after the end of the event, all aircraft operations, including parachute jumping, unmanned aircraft, and remote-

controlled aircraft, are prohibited within a three (3) Nautical Mile Radius up to and including 3,000 ft AGL of any stadium having a seating capacity of 30,000 or more people where an NCAA Division One football game is occurring.

Flights conducted for operational purposes of any event occurring there are authorized with an approved airspace waiver. An FAA airspace waiver does not relieve operators from obtaining all other necessary authorizations and complying with all applicable Federal Aviation Regulations (FARs). The restrictions described above do not apply to those aircraft authorized by and in contact with ATC (Columbia Tower) for operational or safety of flight purposes, Department of Defense, law enforcement, and air ambulance flight operations.

- D. **Airport / Runway Closure** – Except for emergency landings, the Airport General Manager may prohibit aircraft arrivals and departures at such times as he deems necessary to ensure the safety of persons and property. This action may be taken by issuance of a NOTAM, if so ordered by the FAA.
- E. **Student Pilots** – All student flying shall be under the supervision of an FAA Certificated Flight Instructor (CFI).
- F. **Aircraft engine run up** – No aircraft engine shall be started or run unless a competent operator is in the aircraft attending the engine controls. Chocks will be used unless the aircraft is provided with adequate parking brakes which are fully engaged. Starting of aircraft engines is prohibited until proper obstruction clearance has been ascertained and until all standard safety procedures have been met.

Aircraft engines will be warmed up at RPMs above normal idle only in approved places. At no time shall aircraft engines be run or warmed up at RPMs higher than normal idle when the propeller stream or jet exhaust from such operation may cause harm to any other aircraft, shop, building, person, automobile, or any property whatsoever.

- G. **Parking Apron** – The Airport General Manager or FBO Line Staff shall have the authority to coordinate the use of the aircraft parking apron, and parking areas.
- H. **Holding Short** – Aircraft awaiting takeoff shall hold short of the “Hold Line” on the taxiway in use and be in a position so as to have a direct view of aircraft approaching for landing.
- I. **Traffic Pattern** – Traffic patterns and landing direction will be advised by UniCom when in operation. At all other times the landing direction and traffic pattern will be as indicated by the segmented circle and all aircraft shall abide by those established patterns.

- J. **Runway Clearance** – Pilots shall clear the active runway, using the designated intersection taxiways, as soon as safely practical in order to not cause undue delay to other arriving aircraft.
- K. **Helicopters** – Rotary wing aircraft equipped with skids will land or take off from the rigid pavement helicopter pads or a suitable dolly. Rotary wing aircraft equipped with pneumatic landing gear may touch down and park on flexible pavement on the apron.
- L. **Removal of Derelict Aircraft** – The Airport General Manager may demand, of the owner, the removal of any abandoned, disabled, or derelict aircraft or parts thereof, from the Airport or to a designated area. If such demand is not met within a reasonable time, the Airport General Manager is authorized to affect the removal of said aircraft or parts at the owner's expense.
- M. **Radio Communication** – It is strongly recommended by the Richland County Airport Commission and the Airport General Manager, that each pilot use two-way radio communication while in the Airport environment. Due to the high-volume mix and variety of aircraft, speed ranges, and pilot proficiencies around the Airport, the use of two-way radio communication will greatly enhance the safety of operations at the Jim Hamilton – LB Owens Airport.

Section VIII – Airport Security

A. **Airport Identification (ID) Badge (AIDB) Program** – All aircraft owners, part owners, and personnel based at or employed on the Airport shall display an AIDB of the appropriate class at all times while within the airport perimeter security fence. The following general conditions apply to the AIDB program:

1. The holder must provide a copy of their State Driver's License (or official State photo identification card) upon issuance of any class of AIDB.
2. One individual may only possess one AIDB of any class at one time.
3. AIDB holders have a duty to challenge personnel within the airport perimeter security fence who are not transient personnel and who do not display their AIDB. If the challenged person does not comply with the display requirement, the challenger has a duty to report the non-compliance to the Airport General Manager, the Fixed Base Operator, or Law Enforcement Personnel.
4. Transient personnel (pilots and passengers) are not required to display an AIDB (unless they possess one) in the vicinity of their aircraft or en route between their aircraft and the terminal and return. Transient pilots who have a picture identification badge from another airport or their employer are encouraged to display it as if it were an AIDB.
5. When an AIDB of any class is issued, the holder must surrender all previously issued badges.
6. Loss of an AIDB of any class must be reported immediately to the Airport General Manager. Losses that are determined to be due to negligence by the Airport General Manager may result in punitive measures up to eviction from the Airport. AIDBs that are used for fraudulent or criminal purposes may result in criminal prosecution.
7. AIDB of any class must be safeguarded and cannot be loaned to anyone.
8. AIDB must be displayed, picture face out, to the front of the body, outside of the outermost garment, at waist level or above.
9. AIDB holders with escort privileges must maintain positive control of and are responsible for personnel whom they escort.
10. AIDBs are the property of Richland County. AIDB holders will immediately surrender their AIDB to the Airport General Manager when the requirement for their retention no longer exists.

There are three classes of AIDB:

Class I – Owners of based aircraft, and other airport tenant organization members.

Airside foot and vehicle limits: Hangar areas and Aircraft Apron

Examples: Aircraft owners and part owners

AIDB-1 Special Conditions: AIDB, Class I (AIDB-1) holders have escort privileges.

Based aircraft owners or part owners are authorized up to two badges (one for the owner / part owner and one for another authorized person). Additional badges may be

requested for family members of owners and part owners. All AIDB Holders must be listed as authorized personnel in the Tenant's Hangar Lease.

Class II – Fixed Based Operator (FBO) employees assigned to CUB, and Richland County employees requiring regular airside access

Airside foot and vehicle limits – As specified / assignment dependent

Examples: FBO employees assigned to CUB

Richland County Operational Services employees who have airport maintenance responsibilities

AIDB-2 Special Conditions: AIDB-2 holders have escort privileges.

Class III – Visitors requiring daily access for an extended period

Airside foot and vehicle limits – As determined by the Airport General Manager

Examples: Construction Contractors

AIDB-3 Special Conditions: AIDB-3 holders have escort privileges limited to the nature of the reason associated with their access requirement. Escort privilege limitations will be provided to the AIDB-3 holder in writing by the Airport General Manager.

- B. **Perimeter Fence and Gates** – The Airport is fully enclosed by a secure perimeter fence. This ensures both physical security as well as wildlife mitigation. The secure perimeter includes several access (motorized), service (non-motorized vehicle swing), and walk-through (pedestrian) gates. When detected by any Airport stakeholder, breaches to the perimeter, which may be caused by a malfunctioning or unattended gate, fence break, or other fence / grade failure, shall immediately be reported to Airport Staff.

No unsecured gates shall be left unattended.

Motorized access gates shall be used with one cycle, per vehicle, per use. The entering or exiting vehicle operator shall remain in close proximity to the gate until it has fully closed in order to ensure no unauthorized personnel enter the Airport perimeter.

Contractors or maintenance staff shall maintain positive control over any service gates in use either by securing (locking) after use or posting a gate guard to control access. Gates shall be closed when not in use even when supervised by a Gate Guard.

- C. **Escorting Airport Visitors** – Tenants and Airport Staff may host and escort visitors to the Airport for legitimate, authorized purposes. Airport visitors shall abide by all rules and regulations contained herein. Authorized escorts may accompany multiple visitors, but not more than they can positively, effectively, and safely supervise.

Section IX – Environmental Regulations

- A. **Fuel and Oil Spills** – Fuel or oil that is spilled on Airport pavement or the airfield shall be promptly cleaned up and reported to the FBO.
- B. **Disposal of Waste Aircraft Oil and Filters** – Waste Aircraft Oil and Filters shall be properly disposed of in accordance with Federal, State, and Local regulations. A proper disposal facility for use by Airport Tenants is located adjacent to the Aircraft Maintenance Hangar. Non-Aircraft waste oil and filters not generated on the Airport are not authorized for disposal in this facility.
- C. **Aircraft Wash down Areas** – All grey water from Aircraft wash down must be collected and treated by an Oil-Water Separator. At the time of publication of this *Airport Manual*, authorized Oil-Water Separators are located in the designated area adjacent to the Aircraft Maintenance Hangar (Building 'E') as well as within large corporate hangars Y1, Y2, Y3, Y4, Y5, and Y6. No other areas on the Airport are authorized for Aircraft wash down.
- D. **Disposal of Aircraft Tires, Aircraft Parts, and Bulk Items** – Disposal of these items at the Airport by hangar tenants is not authorized. The FBO, SASO, and all Hangar tenants shall dispose of these items, generated at the Airport through their aeronautical activities, at their own expense in accordance with Federal, State, and Local regulations.
- E. **Compliance with Stormwater Pollution Prevention Plans (SWP3)** – The Airport General Manager shall maintain a Stormwater Pollution Prevention Plans (SWP3) in accordance with the County's National Pollutant Discharge Elimination System (NPDES) Industrial Permit. Good housekeeping, only using approved aircraft washdown areas, proper disposal of waste aircraft oil and filters, proper use of the Airport Dumpster and timely reporting and cleanup of any petroleum product spills will ensure this required plan compliance.

Section X – Storage and Use of Hazardous Items

- A. **Cooking Grills** – Cooking Grills of any design are not authorized for use on the Airport by individual hangar tenants. Cooking Grills may be used outdoors, away from any fuel or oil storage and aircraft, by the following tenant organizations for official functions or in support of the periodic visits by the South Carolina Breakfast Club:
1. FBO
 2. SASO
 3. EAA – 242 / Palmetto Sport Aviation
 4. SCHAF
- B. **Liquid Propane (LP) Bottles** – LP Bottles are not authorized for storage on Airport Property. The Airport General Manager may store LP Bottles in accordance with the Fire Code for use in Wildlife Mitigation Noise Devices.
- C. **Oxygen Cylinders** – Oxygen Cylinders will be stored according to OSHA 1926.350. Tenants shall notify the Airport General Manager or FBO Line Services Manager if storing Oxygen Cylinders in Airport Hangars. A suitable cylinder truck, chain, or other steadying device shall be used to keep cylinders from being knocked over while stored or in use. Inside hangars, cylinders shall be stored in a well-protected, well-ventilated, dry location, at least 20 feet (6.1 m) from highly combustible materials such as oil or gas. If multiple cylinders are stored, they should be in a consolidated location. Storage spaces shall be located where cylinders will not be knocked over or damaged by passing or falling objects, or subject to tampering by unauthorized persons. Cylinders shall not be kept in unventilated enclosures such as lockers and cupboards. Valve protection caps shall be in place and secured.
- D. **Heaters** – Electric heaters may be used in hangars. The use of heaters that use another fuel source is not authorized. They shall not be left 'on' when the hangar is unoccupied and shall be approved by Underwriters Laboratory (UL) for their use.

Section XI – Flight Training

- A. **In General** – The goal of the flight training program at the Airport is to promote an active, vibrant, high-quality, well-managed flight instruction environment at the Jim Hamilton – LB Owens Airport (CUB) that serves Richland County, the City of Columbia, and the Midlands Region of South Carolina.

Flight training may be provided under 14 CFR, Part 61 or 14 CFR, Part 141. Flight training may be provided as an optional service by the Airport FBO Staff with permanent facilities, or by multiple SASOs with facilities leased on an “as-needed” basis. Annual Flight Training service agreements may be executed with multiple entities.

- B. **Conducting “for-profit” Flight Training** – Only Certificated Flight Instructors (CFIs) shall be authorized to provide flight training at the airport on a “for profit” basis, regardless of the owner of the aircraft in which the training is being offered. Flight Training entities, both large and small, shall:
1. Provide current copies of Flight Instruction certifications with rating notations.
 2. Register with the Airport General Manager and pay a non-pro-rated annual registration fee as a Commercial Aviation Operator.
 3. Comply with insurance requirements and provide proof thereof.
 4. Report flight training activity data to the Airport General Manager on a monthly basis.
 5. Pay a percentage of gross revenue to the Airport on a monthly basis.
 6. Lease conference room and office space for ground school activities and flight briefing or testing on an “as-needed” basis.
- C. **Flight Training by non-based personnel** – Transient aircraft or cross-country flight missions that pass through the Airport are not subject to the provisions of this Section.

Section XII – Maintenance of Aircraft

- A. **In General** – An established Airport FBO or SASO with a current lease agreement that is properly certificated by the FAA to maintain aircraft, may engage in their permitted craft in accordance with Airport Minimum Standards (please see **Appendix 3**). A portion of the gross revenue shall be paid to the Airport Sponsor on a monthly basis according to lease / contract agreements in effect.
- B. **Maintenance of a based aircraft by the Owner** – Based aircraft may be maintained by their owners within their leased hangar space in accordance with their skills, abilities, and FAA regulations. All aircraft maintenance performed shall comply with safety and environmental rules and regulations contained herein.
- C. **Maintenance of a based aircraft by a for-profit, third party (Non-Airport-based) entity** – Based aircraft may be maintained by a third party (Non-Airport-based entity) on a for-profit basis in accordance with their skills, abilities, and FAA certifications. Aircraft maintenance performed within a leased hangar space shall comply with safety and environmental rules and regulations contained herein. All for-profit entities shall register in advance with the Airport General Manager in accordance with **Appendix 4 (Permit for Commercial Airport Operators)** of this Manual before being authorized airside access to the Airport to perform work. A portion of the gross revenue shall be paid to the Airport Sponsor on a per-job basis.
- D. **Maintenance of an itinerant aircraft by the Owner** – Generally, besides the most basic operator-level maintenance such as adding engine oil, non-emergency maintenance of itinerant aircraft on the Airport is not authorized. Disabled itinerant aircraft shall be subject to daily ramp fees or a short-term tie-down lease. Repairs to these aircraft by its owner shall be by agreement between Airport Staff and the aircraft Owner and shall not be of prolonged duration or interrupt Airport operations.
- E. **Maintenance of an itinerant aircraft by a for-profit, third party (Non-Airport-based) entity** - Disabled itinerant aircraft shall be subject to daily ramp fees or a short-term tie-down lease. Repairs to these aircraft by a for-profit, third party (Non-Airport-based) entity shall be by agreement between Airport Staff and the aircraft Owner and shall not be of prolonged duration or interrupt Airport operations. Aircraft maintenance performed at the Airport shall comply with safety and environmental rules and regulations contained herein. All for-profit entities shall register in advance with the Airport General Manager in accordance with **Appendix 4 (Permit for Commercial Airport Operators)** of this Manual before being authorized airside access to the Airport to perform work. A portion of the gross revenue shall be paid to the Airport Sponsor on a per-job basis.

Section XIII – Airport Services

- A. **Fixed Base Operator (FBO)** – The FBO provides a variety of required and optional services on behalf of Airport tenants and patrons. These include:
1. Administering Hangar and other Airport leases (Required)
 2. Operation and Maintenance of the Airport Fuel Farm (Required)
 3. Dispensing Aviation Fuel (Required)
 4. Staffing the Airport Terminal during established hours of operation (Required)
 5. Provide Aircraft Hangar pull-in and pull-out (tug) services for based Aircraft (Required)
 6. Operated Aviation Band Radio Communications on an assigned UniCom / CTAF (Required)
 7. Removal of disabled aircraft within the Runway or Runway Safety Area (RSA) when authorized in order to restore Airport functioning (Required)
 8. Provide Flight Training in accordance with 14 CFR, Part 61 or Part 161 (Optional)
 9. Provide Aircraft Maintenance Services in accordance with 14 CFR, Part 43 (Optional)
- B. **Aircraft Fueling** – Properly trained FBO Line Staff are the only personnel authorized to dispense Aviation Fuel on the Airport. This service shall be performed in accordance with current Fire Codes and NATA standards. All Aviation Fuel dispensed from the Fuel Farm is subject to the prevailing Fuel Flowage Fee.
- C. **Self-service Aircraft Fueling** – If available, Aviation Gasoline (AvGas) may be made available for the self-fueling of piston engine aircraft. Fuel will not be dispensed into separate containers. The pilot of the Aircraft receiving fuel shall remain with the Aircraft during fueling operations and established, posted safety procedures will be followed.
- D. **Specialized Aviation Service Operator (SASO)** – Additional aeronautical services may be provided to Airport Tenants and patrons by SASO(s) authorized by the Airport General Manager and in accordance with published Airport Minimum Standards.
- E. **Hangar Rental** – Hangars may be made available for lease to aircraft owners and operators for the storage of aircraft. Please see **Section XV** for information on Policies and Rules for Hangar Tenants.
- F. **Message Boards** – The Airport General Manager shall maintain message boards in the Terminal Building and in proximity to apron and tenant vehicle access gates for the benefit and information of Airport tenants.
- G. **Compass Calibration Pad** – A Compass Calibration Pad (CCP) is located on the Southeast (SE) quadrant of the aircraft parking apron at the Airport. Installed in August 2019, it is

certified accurate for aircraft compass calibrations for the next five-year period. The procedure for Compass Calibration (“Swinging the Compass”) can be found in the current edition of FAA Advisory Circular (AC) 43.13-1_.

The CCP will be kept free of parked aircraft by the Fixed Base Operator (FBO) to the maximum extent possible, but may occasionally be unavailable due to aircraft high parking volumes.

- H. **Other Airport Services** – Various other optional Airport services may be offered from time-to-time by the FBO, SASOs, or Airport Staff. These may include Aviation Educational shows, events, and exhibits, Flight training, Aircraft rental, *etc.*
- I. **eVTOL Charging** – If available, electric charging may be made available for the recharging of such aircraft. The pilot of the Aircraft receiving charge shall remain with the Aircraft during charging operations and established, posted safety procedures will be followed.

Section XIV – Airport Operations

- A. **UniCom / CTAF** – The Airport Sponsor shall maintain a current license from the Federal Communications Commission (FCC) to operate an aviation band receiver – transmitter on the designated Universal Communication (UniCom) / Common Traffic Advisory Frequency (CTAF). This communications net shall be monitored by FBO personnel during terminal hours of operation. Pilots operating on or near the vicinity of the Airport are strongly encouraged to monitor and broadcast on the designated UniCom / CTAF.
- B. **Rotating Beacon and Windcone (NavAids)** – Aircraft Navigational Aids such as the Rotating Beacon and Windcone shall be provided and maintained at the Airport in good working order in order to fulfill their intended purpose in accordance with published FAA Advisory Circulars (ACs).
- C. **Air Traffic Control Services** – There is no Air Traffic Control Tower on site at the Airport. Air Traffic Control Services for the Airport shall be provided by Controllers based at Columbia Tower located at Columbia Metropolitan Airport (CAE).
- D. **Automated Weather Station** – An Automated Surface Observation Station (ASOS) which is owned by the Federal Aviation Administration (FAA) and operated by the National Weather Service (NWS) is located at the Airport and broadcasts weather data continuously on a designated frequency and via dial-in telephone connection.
- E. **Aircraft Rescue and Fire Fighting (ARFF) Services** – There is no ARFF Station located on the Airport. ARFF Services are provided by the Columbia – Richland County Fire Service based at area Fire Stations. Requests for ARFF and other emergency response services are made through the 9-1-1 Call Center.

Section XV – Policies and Rules for hangar tenants

The following Policies and Rules for Airport Hangar Tenants are hereby published:

- A. **Hangar Purpose** – The Aircraft Hangars shall be used as a storage facility for the lessee's own aircraft, said aircraft being specifically identified in the hangar lease.
- B. **Oxygen Bottles** – Tenants storing and using oxygen bottles for aeronautical purposes shall notify the FBO Line Services Manager and store them in accordance with OSHA Regulation 1926.350. Please see **Section X** for additional information.
- C. **Heavy Tool Use** – No person shall operate a welding machine or torch of any type in the hangars. Neither shall any person operate any grinding equipment or spark-producing tools in the hangars.
- D. **Flammable Liquids** – No person shall use any flammable liquids (with a flashpoint lower than 100 degrees F) to wash parts or clean any section of an aircraft or engine, except with an approved "parts washer." No dispensing, transfer, or storage of flammable or combustible liquids shall be permitted inside of the hangars.
- E. **Endangerment** – No person shall perform any activity that could endanger the safety of the hangars or personnel. No hangar tenant is authorized access to any Airport building roof.
- F. **Business Activity Prohibition** – No hangar shall be used as a business location, or in any way to generate revenues or reimbursement to the lessee incident to the sale of parts, maintenance for hire, fuel sales, or other activities of a commercial or business nature. This provision shall not be construed to prohibit the occasional sale, barter, reimbursement or trade in kind of materials or services. This prohibition may be waived by the Richland County Airport Commission for flight instruction only.
- G. **Building Modifications** – No structural changes, modifications, or additions shall be made to the hangars by the lessee without prior, written approval of the Airport General Manager. No wall dividing panels shall be removed by Hangar Tenants.
- H. **Hangar Waiting List** – At any time there may exist a shortage of hangars for lease. At such time a "Waiting List" will be maintained by the hangar leasing agent, and will be available to interested parties, during normal working hours. Interested parties should contact the Hangar Leasing Agent by mail, email, or in person if they desire to have their name added to the waiting list. Hangars are assigned on a "first come, first served" basis providing that the aircraft is of a compatible size with the next available hangar.

- I. **Turnover Inspections** – Joint turnover inspections of Hangars will be conducted by the FBO Staff upon Tenant move-out and move-in. Hangars shall be free of damage, debris, surplus items, and “broom clean” upon move-out and move-in. Any agreed-to transfer of furniture, modifications, or other property between out-going and in-coming tenants shall be noted and becomes the sole responsibility of the new tenant thereafter.
- J. **Good Housekeeping** – Good housekeeping within hangars shall be practiced by the tenants for the purpose of ensuring health, comfort, safety, and environmental compliance. Storage of extemporaneous items unrelated to aeronautical activities and other clutter is prohibited.
- K. **Compliance with Fire Code** – All Fire Codes, as adopted by Richland County and / or the City of Columbia, shall be in effect. Any other provision or prohibitions, as so stated herein, shall apply as well. Periodic compliance inspections of hangars may be conducted by the Fire Marshal or County Safety Staff. Typical inspection discrepancies include:
1. Improper storage of oily rags;
 2. Improper use of electrical items (power strips, multi-plugs, extension cords)
 3. Failure to maintain “NO SMOKING” sign;
 4. Storage of Liquid Propane (LP) tanks;
 5. Improper storage of flammable materials.
- L. **Airworthy Aircraft** – Hangar tenants shall provide current copies of Aircraft Airworthiness Certificates and Aircraft Registration. Upon adoption of this *Airport Manual*, Airport Management may refuse to renew or grant a hangar lease to a home-built / aircraft restoration tenant or applicant under any of the following conditions:
1. Over 10% of Airport hangar spaces are occupied by Aircraft that are under construction, restoration, or otherwise not airworthy.
 2. Six-years has passed since the date of initial hangar lease and the home-built aircraft / restoration is not complete and no Airworthiness Certificate has been issued by the FAA. The South Carolina Historic Aviation Foundation (SCHAF) is exempt from this provision. Note: Extension of additional lease periods may be granted by the Airport Commission.
- M. **Maintenance and Repair of Airport Facilities** – Facility maintenance and repair needs shall be promptly communicated to the FBO Staff for execution by the Airport Sponsor.
- N. **Insurance** – All hangar tenant insurance provided under these Rules shall:
1. Be with a company licensed to do business in South Carolina and acceptable to the County.
 2. Be verified by the insurer furnishing the County a Certificate of Insurance (COI).
 3. Provide the County with an unqualified written statement by the insurer or the insured that no insurance will be cancelled, reduced in amount or materially changed prior to giving ten-days prior notice in writing to the County.

4. All required insurance documents shall be mailed to the:

Airport General Manager
Jim Hamilton – LB Owens Airport (CUB)
1400 Jim Hamilton Blvd
Columbia, South Carolina 29205

5. Aircraft (Hull) and Premises liability Insurance – Hull insurance required of owners of aircraft who are tenants of the Airport: \$500,000 combined single-limit liability (this may be waived by the Aircraft owner / lessee if the Airport Sponsor, the Airport Commission, the Airport Staff, and the Fixed Base Operator (FBO) are held harmless). Premises Liability insurance requirement shall not be waived: \$500,000 combined single-limit liability. Lessee shall provide proof of such coverage to the Lessor within ten (10) business days following the execution of the Hangar Lease agreement.
 6. Right of Subrogation waiver – The Lessee shall waive and have his insurer waive right of subrogation against Lessor. In addition, Lessee will waive and have his insurer waive right of subrogation against the FBO in excess of \$250,000 per aircraft / \$250,000 per occurrence hangar keeper's liability limit.
 7. The Airport Commission shall review these limits frequently and shall make such changes as may be reasonable and necessary. The Airport Commission may adjust such limits on the recommendation of the County Director of Risk Management at any time or to be applicable to any operation. Where any proposed service or use is not contemplated by these Regulations, the Airport Commission shall set reasonable requirements.
- O. **Hangar-to-Aircraft size compatibility** – If a single aircraft is significantly smaller than the size of the Corporate Hangar it occupies (small, medium, or large), the lease may not be renewed if the hangar tenant has not taken advantage of a subsequent offer to occupy a smaller available hangar that would accommodate the stored aircraft in the interim. This hangar-to-aircraft size disparity shall be identified and annotated by the Airport Sponsor or their leasing agent at the time of the original lease execution or following a change of based aircraft stored in the corporate hangar.
- P. **Change of Hangar occupancy** – The Airport Sponsor Staff shall change out the pedestrian door(s) lock(s) in a timely manner upon a change of hangar occupancy. The lock / core removed may be re-applied at a later date to another hangar if serviceable and secure. The out-going hangar tenant shall return all keys to the hangar leasing agent upon lease termination.
- Q. **Security Deposit** – Upon initial execution of a hangar lease agreement, the lessee shall pay Richland County a security deposit in an amount equivalent to one month's rent at the time of the execution of the original lease agreement. This shall be held by the lessor

for the life of the lease. If the lessee relocates to a different hangar at the Airport, the security deposit may be transferred to cover the new hangar if the amount is roughly equivalent. If all conditions for vacating the hangar upon termination of the lease agreement are adequately satisfied, then the security deposit will be refunded to the departing tenant.

Section XVI – Other (non-Hangar) Airport Facilities – Please see **Appendix 1 (Airport Grid Map)** for an exhibit showing all Airport Facilities.

A. **Terminal Building** – The Terminal Building, located at 1400 Jim Hamilton Blvd, is the base for the FBO and serves as headquarters for Airport operations and management. It is also a public facility that serves Richland County Government.

1. **Conference Rooms** – The conference rooms at the Airport, consistent with its mission, are intended to promote economic development, support *bona fide* public uses, and promote aviation. Examples of such uses are:

- Meetings by transient airport business personnel;
- Meetings by local business personnel;
- Meetings by local government staff and elected officials;
- Meetings by community improvement organizations;
- Meetings by candidates for elected office;
- Meetings by aviation organizations;
- Meetings by aviation examiners and regulators;

The conference rooms are not intended for purely social functions, such as birthday or holiday parties. Neither are they intended to provide gratis regular and recurring meeting space for locally-based businesses. Scheduling of conference rooms will be managed by the Fixed Base Operator (FBO) on a first come, first served basis. Groups which meet in the conference rooms will clean up and restore the conference rooms to their pre-meeting condition. Tampering or the unauthorized connection or disconnection of cables in audio / video support systems is prohibited.

- 2. Offices
- 3. Lobby
- 4. Kitchen
- 5. Flight Planning Room
- 6. Pilots' Lounge / "Snooze Room"
- 7. Automobile parking lot

B. **Airfield** – The Airfield consists of all Airport property, pavement, and facilities located to the South and West of Taxiway 'A' inclusive. With the exception of Airport Staff, authorized maintenance personnel, State and Federal aeronautical regulators, and contractors engaged in authorized construction or maintenance, access to the Airfield is limited to aircraft taxiing, taking off, or landing. Under routine conditions, no other Airport tenant's vehicle or pedestrian traffic is authorized on the Airfield. Limited, temporary access by vehicle traffic to Taxiway 'A' in the event of an inoperable access gate may be temporarily granted by the Airport General Manager or FBO Staff.

C. **Airfield Electrical System** – The Airfield Electrical System provides all of the Navigational Aids, Edge Lights, Directional Signage, supporting electrical vault, and electrical power backup emergency generator to ensure safe and uninterrupted Airport operations in marginal weather and visibility conditions. Airfield lighting shall be engaged as follows:

1. Rotating Beacon – During nighttime and other periods of reduced visibility.
 2. Windcone lighting – During nighttime and other periods of reduced visibility.
 3. Edge lighting – Pilot activated During nighttime and other periods of reduced visibility.
 4. Directional and distance remaining signage – Same as edge lighting.
 5. Precision Approach Path Indicator (PAPI) – Continuously.
 6. Runway End Identifier Light (REIL) – Same as edge lighting.
- D. **Fuel Farm** – The Fuel Farm is used to store bulk quantities of aviation fuels such as Aviation Gasoline (AvGas / 100 LL) and Jet A for dispensing to FBO Fuel Trucks and then to aircraft by FBO Staff. The Fuel Farm is permitted for operation by the South Carolina Department of Health and Environmental Control (SCDHEC). Access to the Fuel Farm area is limited to Airport Staff only; other Airport Tenants are not authorized access to the Fuel Farm.
- E. **Waste Oil Disposal Facility** – This facility, located adjacent to the Maintenance Hangar, is for the use of Airport tenants only. It is for the disposal waste oil and oil filters from based aircraft and aircraft undergoing authorized maintenance at the Airport. Disposal of automobile waste oil or oil filters is not authorized. Waste containers shall be emptied as required by the Department of Public Works, Solid Waste & Recycling Division.
- F. **Waste Fuel Disposal Facility** – This facility, located close to the Fuel Farm, is for use by the FBO Staff only. It is for the disposal of waste fuel generated from daily quality testing by the FBO Staff. No other disposal is authorized. Waste fuel tanks shall be emptied as required by the Department of Public Works, Solid Waste & Recycling Division.
- G. **Dumpster** - A dumpster shall be provided within an enclosure to permit airside and landside access for use and maintenance. In accordance with the Airport Stormwater Pollution Prevention Plan (SWP3), the top covers shall remain closed in order to prevent rainwater intrusion and collection. The dumpster is primarily for use by the FBO, SASO, and EAA Chapter. Other Airport tenants may use it as well, but only for authorized solid waste generated on-Airport. The dumpster enclosure shall remain locked and secure when not in use.

Section XVII – Tenants

- A. **Hangar Tenants** – Hangars are developed and leased for the benefit of General Aviation (GA) operators and the safe and secure storage of their aircraft and associated accessories. Tenants may be individuals, businesses, or joint owners. Hangars shall be leased to tenants on a non-discriminatory, first-come, first-served basis in order to facilitate access to the Airfield and the National Airspace System (NAS). Compliance by Hangar Tenants with the rules, regulations, policies, and procedures contained herein will help ensure a proper-running, public use Airport. Limitations may be placed on the continued use of Hangar Space for the storage of aircraft that are not currently airworthy.
- B. **Aviation Organizations** – Inherent in the mission of providing a public use Airport is the concurrent promotion of aviation itself. Aviation organizations that provide education, fellowship, and advocacy also, directly or indirectly, support the operation, growth, and development of the Airport. Their ongoing presence at the Airport shall, within the bounds of operational and financial needs, be encouraged. At the time of publication, Aviation Organizations based at the Airport include Experimental Aircraft Association (EAA) Chapter 242 / Palmetto Sport Aviation, Civil Air Patrol (CAP), South Carolina Historic Aviation Foundation (SCHAF) and the visiting South Carolina Breakfast Club.
- C. **Businesses (Aeronautical)** – The presence of aeronautical businesses, especially those that require direct access to an airfield and the NAS, is a form of “highest and best” use of Airport facilities. These businesses may be an FBO, a SASO, or another business that functions directly to support the aviation or aerospace industries. Their presence may be through lease of a County-developed facility, such as the Maintenance Hangar, or private development on property available through an extended ground lease. Please see **Appendix 3 (Airport Minimum Standards)** and **Appendix 4 (Permit for Commercial Airport Operators)**.
- D. **Businesses (Non-aeronautical)** – The presence of non-aeronautical businesses on Airports is a growing trend that assists in the maximization of revenue while minimizing the burden on Airfield facilities. Please see **Appendix 3 (Airport Minimum Standards)** and **Appendix 4 (Permit for Commercial Airport Operators)**.

Section XVIII – Enforcement

- A. **In General** – The Airport General Manager shall be responsible for enforcing all rules and regulations contained herein, and such enforcement shall be conducted in a fair, equitable, and non-discriminatory manner. The Airport General Manager shall have limited codes enforcement authority, chiefly associated with the safe operation and parking of ground vehicle on Airport property and enforcing Fire Code regulations.
- B. **Eviction** – In the event of Nonpayment of Rent; Violation of Lease Terms / Rental Agreement; the gross non-compliance of this Manual; or Illegal Activity, an Airport Tenant may be evicted, in accordance with the hangar lease, from the hangar that he occupies. Applicable South Carolina law shall apply.
- C. **Violations** – Any violation of the rules and regulations contained herein are considered a misdemeanor and legal action may result. Further, violation of these rules and regulations shall subject the offender to administrative action by the Airport General Manager and/or the County, and said offender may be directed to leave the Airport property and be denied the future use of these facilities. Each and every violation shall be considered a separate offense.
- D. **Procedures for Arbitration** – A need may arise, from time to time, to deal with persons, firms, corporations, airport management, or any combination of the aforementioned, when said party, or parties, are perceived to be engaged in activities that are against Airport rules, or regulations, or activities that are not in the best interest of the public and/or the Airport, or when there is a dispute between parties.

For this purpose, an Arbitration Hearing may be requested by either party. The Airport Commission shall serve as the Arbitration Board and attempt to settle these disputes in an objective and fair manner. The Commission, within a reasonable period of time, will investigate the question and decide on what action shall be appropriate. The Commission's recommendation shall, in no way, be binding on the County, nor shall it preclude further actions, as necessary by any other regulatory body, such as the FAA, the law enforcement agencies, the County, or any other entity empowered to exercise its jurisdiction in the matter.

If any person, or entity, wishes to have a hearing before the Arbitration Board, a written request shall be submitted to the Airport Manager or to a member of the Airport Commission. The parties shall agree that the decision of the Arbitration Board shall be binding on both parties unless the decision is appealed to Richland County Council.

Appendix 1 – Airport Grid Map
(Insert Here)

Appendix 2 – Noise Abatement Procedures
(Insert Here)

Appendix 3 – Airport Minimum Standards

Section I – In General

Permitting of Commercial Aviation Operators. All FBOs, SASOs, and other vendors and contractors shall comply with the Airport's application procedures and permitting requirements for commercial aviation operators prior to beginning operations at the Airport. Please see **Appendix IV (Permit for Commercial Aviation Operators)** of this Manual.

Airport Identification Badges (AIDBs) – All commercial operators such as FBOs and SASOs are required to comply with the Airports policies and procedures regarding employee background checks, badge and identification criteria, and permitting. Please see **Section VIII (Airport Security)** of this *Airport Manual*. FBOs and SASOs shall:

- ➔ Conduct employee Background Checks on each of its employees with access to the AOA, Aircraft Parking Areas, or other Restricted Areas.
- ➔ Submit to the Airport General Manager a list of all such employees and the results of the security background checks.

Any violation of this procedure by a commercial operator or its employees may result in suspension of operations.

Section II – Fixed Base Operators (FBOs)

All FBOs at the Airport shall be full-time business enterprises with staffed office facilities at the Airport during all business hours and perform their business in compliance with these minimum standards and other acceptable industry standards. No FBO will be allowed to operate on the Airport without a fully executed lease / service agreement with the County.

A Fixed Base Operator (FBO) shall be only those individuals, corporations, or firms that are authorized to engage in and furnish a full range of aeronautical activities and services that shall include, as a minimum, the following:

- ➔ Sale and dispensing of both AVGAS (100LL) and Jet (turbine) aviation fuels and oils.
- ➔ Aircraft hangar storage consisting of a minimum of 20,000 square feet of hangar space and tie-down spaces for a minimum of 30 aircraft.
- ➔ Offices and public terminal consisting of a minimum of 4,000 square feet including the following:
 - ➔ Adequate rest room facilities
 - ➔ Reception area
 - ➔ Pilots' lounge / flight planning room with Wi-Fi Internet access
 - ➔ Line operations
 - ➔ Paved parking lot with an adequate number of spaces
 - ➔ Vending machines and/or counter food service
- ➔ Adequate and efficient ramp service for at least 12 hours of each calendar day and "on-call" service as requested.
- ➔ Capability to perform FAA approved major and minor aircraft, engine, and accessory maintenance, and to furnish necessary tools and equipment.
- ➔ The general manager or highest-level management position at the location overseeing the day-to-day activity must have a minimum of five years continuous work experience in the general aviation industry, with at least two years of experience specific to FBO management. The general manager must also have demonstrated the ability to successfully operate an FBO and provide evidence of required insurance.
- ➔ The Airport Commission and General Manager shall determine substantial conformance to the minimum standards for FBOs.
- ➔ The minimum comprehensive general liability insurance that **FBOs** shall carry is **\$5,000,000** combined single limit covering bodily injury and property damage. Any policy issued shall include Airport premises liability and all other related hazards and perils and shall name the

County and the Airport Commission as additional insured. A company issued “certificate of insurance” shall be provided to the County prior to conducting operations and shall contain a provision that requires notification to the County at least 30-days prior to cancellation.

- ➔ FBOs must show financial solvency and business ability to the satisfaction of the Commission.
- ➔ FBOs will be required to furnish the County a performance bond commensurate with any construction required to meet the minimum standards for the particular service or activity to be performed.
- ➔ All construction required herein shall be in accordance with design and construction standards established by the County for the facility involved.
- ➔ Land available for commercial aeronautical activities is a valuable and limited commodity. It is the policy of the County that no land areas or building space in excess of present and foreseeable requirements will be leased to any FBO. Additional areas will be made available to FBOs on the basis of need and availability.

Section III – Fuel and Oil Sales

Any business conducting aviation fuel and oil sales on the Airport shall provide:

- ➔ Hard surface ramp space accessible by taxiway with electric pumps and tank storage having a capacity equal to the minimum tanker truckload deliverable for AVGAS and jet fuel. All fuel farms shall be maintained and operated in accordance with the standards set forth in the current edition of FAA Advisory Circular (AC) 150/5230-4_ “Aircraft Fuel Storage, Handling, and Dispensing on Airports”, and any amendments thereto. This AC provides procedures and practices which, if not strictly complied with, may contribute to unsafe conditions and accidents.
- ➔ Properly trained line personnel on duty at least 12 hours of every calendar day, seven days a week and “on-call” by readily accessible telephone at other hours during the day or night.
- ➔ Proper equipment for repairing and inflating aircraft tires, servicing oleo struts, changing engine oil, washing aircraft and aircraft windows and windshields, and for recharging or energizing discharged aircraft batteries and starters.
- ➔ Conveniently located heated and air-conditioned lounge or waiting rooms for passengers and airplane crews of itinerant aircraft with close access to sanitary restrooms.
- ➔ Adequate towing equipment, parking, and tie-down areas to safely and efficiently move aircraft and store them in all reasonably expected weather conditions.
- ➔ Adequate inventory of at least two brands of generally accepted grades of aviation engine oil and lubricants.
- ➔ Adequate bonding apparatus on fuel trucks to eliminate the hazards of static electricity and approved types of fire extinguishers or other equipment commensurate with the hazard involved in the refueling and servicing of aircraft, including spill kits.
- ➔ Minimum comprehensive general liability insurance in the amount of **\$5,000,000.00** combined single limit covering bodily injury and property damage. Any policy issued shall include Airport premises liability and all other related hazards and perils and shall name the County and the Airport Commission as additional insured.

Section IV – Aircraft Maintenance and Repair

Any business who operates aircraft engine and accessory maintenance facilities on the Airport shall comply with all federal, state, and local regulations regarding the operation of an aircraft maintenance facility and provide the following:

- ➔ Sufficient hangar space to house any aircraft upon which such service is being performed.
- ➔ Suitable storage space for aircraft awaiting maintenance or delivery after repair and maintenance has been completed. When light aircraft are placed outside of hangars and left unattended, the aircraft shall be secured with tie-down ropes or other restraining devices of at least 1,200 pounds working load strength. All tie-down ropes and other restraining devices shall be maintained in good condition.
- ➔ Adequate space and equipment to perform top overhauls as required for FAA certification and repair of parts not needing replacement on all single-engine land and light multi-engine land general aviation aircraft.
- ➔ At least one FAA certificated airframe and power plant mechanic available at least eight-hours per day, five-days a week (excluding holidays).
- ➔ Adequate facilities for washing and cleaning aircraft. Washing of aircraft shall be performed in hangars or in other designated areas that drain into the sanitary sewer. Aircraft cannot be washed in areas that drain into the storm sewer or storm water runoff system.
- ➔ Adequate facilities to conceal non-airworthy or severely damaged aircraft from public view.
- ➔ Separately partitionable space with adequate exhaust fans and fire protection for spray painting if this type of work is performed. If this type of work is performed, then the operator shall conduct all activities in compliance with federal, state, and local environmental regulations.
- ➔ Minimum comprehensive general liability insurance in the amount of **\$1,000,000** combined single limit covering bodily injury and property damage. Any policy issued shall include Airport premises liability and all other related hazards and perils and shall name the County and the Airport Commission as additional insured.
- ➔ Please see **Section XII – Maintenance of Aircraft** of the *Airport Manual* and **Appendix 4 – Permit for Commercial Airport Operators**.

Section V – Flight Training

Any person or business conducting flight training activities at the Airport for direct compensation shall comply with all federal, state, and local regulations regarding flight schools and provide the following:

- ➔ At least one FAA certificated flight instructor for single-engine land aircraft available for instruction on a mutually-agreed basis with the student.
- ➔ At least one dual-control equipped single-engine land aircraft properly equipped and maintained for flight instruction and such additional types of aircraft as may be required to give flight instruction of any kind advertised, or, authorized use of a student-owned aircraft that is airworthy and properly insured.
- ➔ Adequate classroom space, seating facilities for students, and sanitary restrooms (may be leased from the Airport Sponsor on a short- or long-term basis).
- ➔ Adequate mock-ups, pictures, slides, filmstrips, or other visual aids necessary to provide ground school instruction.
- ➔ Properly certificated ground school instructor(s) providing regularly scheduled ground school instruction sufficient to enable students to pass the FAA written examinations for private pilot, instrument, and commercial ratings.
- ➔ Continuing ability to meet FAA certification requirements for the type of flight training provided.
- ➔ Minimum comprehensive general liability insurance in the amount of **\$1,000,000** combined single limit covering bodily injury and property damage, with **\$100,000** sub-limits for each passenger or student. Any policy issued shall include Airport premises liability and all other related hazards and perils and shall name the County and the Airport Commission as additional insured.
- ➔ Please see **Section XI – Flight Training** of the *Airport Manual* and **Appendix 4 – Permit for Commercial Airport Operators**.

Section VI – Aircraft Charter Service

Any business offering aircraft charter services from the Airport shall operate in compliance with all federal, state, and local regulations regarding aircraft charter services and provide the following:

- ➔ Passenger lounge with close access to sanitary restrooms.
- ➔ Adequate table, desk, or counter for checking in passengers, ticketing, fare collection, and handling of luggage.
- ➔ Properly certificated and suitable aircraft with properly certificated and qualified operating crew available for service at least eight hours per day, five days a week. At all other times, standby aircraft and crews shall be available and “on-call” within one-hour’s notice.
- ➔ A current 14 CFR Part 135 certificate.
- ➔ Minimum comprehensive general liability insurance in the amount of **\$2,000,000** combined single limit covering bodily injury and property damage. Any policy issued shall include Airport premises liability and all other related hazards and perils and shall name the County and the Airport Commission as additional insured.

Section VII – Aircraft Rental and Sales

Any business conducting aircraft rental or new aircraft sales activity shall comply with all federal, state, and local regulations regarding aircraft rental and sales and provide the following:

- Suitable office space for consummating sales and / or rentals and the keeping of proper records in connection therewith.
- At least two properly maintained and certificated airworthy aircraft for rental.
- Access to on-airport adequate facilities for servicing and repairing the aircraft or satisfactory arrangements with other operators for such service and repair.
- A properly certificated pilot capable of demonstrating new aircraft for sale and/or for checking out rental aircraft at least eight hours per day, five days a week.
- Adequate minimum stock of readily expendable spare parts, or adequate arrangements for securing spare parts required for the types and models of aircraft sold.
- Current/up-to-date specifications and price lists for the types and models of new aircraft sold.
- Proper checklists and operating manuals for all aircraft rented and adequate parts catalogues and service manuals for all aircraft sold.
- Minimum comprehensive general liability insurance in the amount of **\$1,000,000** combined single limit covering bodily injury and property damage with **\$100,000** sub-limits for each passenger or student. Any policy issued shall include Airport premises liability and all other related hazards and perils and shall name the County and the Airport Commission as additional insured.

Section VIII – Crop Dusting and Spraying

No crop-dusting operation shall be conducted on the principal public use apron or ramp of the Airport. Anyone seeking to conduct crop dusting or spraying of agricultural chemicals shall comply with all federal, state, and local regulations with regard to aerial crop spraying and provide the following:

- ➔ Suitable arrangements for the safe storage and containment of noxious chemical materials. No poisonous or inflammable materials shall be kept or stored in close proximity to other facility installations at the Airport.
- ➔ Properly certificated aircraft suitably equipped for the agricultural operation undertaken.
- ➔ Minimum comprehensive general liability insurance in the amount of **\$5,000,000** combined single limit covering bodily injury and property damage. Any policy issued shall include Airport premises liability and all other related hazards and perils and shall name the County and the Airport Commission as additional insured.

Section IX – Miscellaneous Operations

Miscellaneous operations such as **radio and instrument repairs, aircraft tie-downs**, and other aeronautical activities not provided for herein may be conducted by any individual, firm, partnership, limited liability company, or corporation upon application to and approval by the Commission. Reasonable terms and conditions for the privilege of engaging in these various services will be established by the Airport Commission and General Manager commensurate with the nature and scope of the activities involved.

To the extent that such facility requirements are reasonable, hangar space, office and lounge space, aircraft parking areas, and other such required facilities will be coterminous or concurrent requirements where an operator offers multiple services.

Minimum standards for commercial hangars, aprons, shops, or other facilities to be constructed on the Airport shall be as follows:

- ➔ Aircraft storage hangars shall contain a minimum of 10,000 square feet of floor space.
- ➔ Aircraft maintenance hangars shall contain a minimum of 8,000 square feet of floor space.
- ➔ These buildings shall be fireproofed and of metal or masonry construction with properly designed doors stressed in accordance with local and national building codes. The floor(s) shall be of properly constructed concrete sufficient to sustain all types of aircraft using the facility.
- ➔ Office areas, lounges, and sanitary restrooms which adjoin these buildings must also be fireproofed and of metal or masonry construction consistent with current standards existing on the Airport.
- ➔ Aircraft parking aprons shall be required for operators providing aviation fuel sales, ramp services, and aircraft repair services. Aircraft parking aprons shall be constructed according to plans and specifications approved by the Airport General Manager and the Airport Commission.

Appendix 4 – Permit for Commercial Aviation Operators

Permit: This permit, when issued by the Richland County Airport Commission and executed by the Airport General Manager, authorizes the permittee to provide the designated commercial aviation services at the Airport for the calendar year indicated on the application form.

Restrictions: The permittee agrees to comply with the *Airport Manual* of the Jim Hamilton – LB Owens Airport and further agrees to provide only the commercial aviation services at the Airport authorized under this permit.

Annual Fee: A non-refundable, non-prorated annual fee will be charged to applicants.

Term: This permit shall remain in effect for the calendar year indicated on the application form provided the following conditions are met:

- The “Application for Commercial Aviation Operators Permit” is approved and executed by the Airport General Manager.
- The annual fee is paid with the submission of the permit application.
- The permittee is in full compliance with the *Airport Manual* of the Jim Hamilton – LB Owens Airport.
- The permittee is in full compliance with the insurance provisions contained herein.

Insurance: A company issued “certificate of insurance” containing a provision that requires notification to the Airport General Manager at least 30 days prior to cancellation is required when this application is submitted (unless a current certificate of insurance is already on file with the Airport General Manager). The insurance limits shall be as required herein for the commercial aviation services to be provided, and the County Council, Airport Commission, and Airport Staff must be named as additional insured.

Application: The applicant shall submit this document to the Airport General Manager along with the annual fee, adequate proof of insurance, and appropriate documentation as defined herein no later than December 31st of each year.

Richland County Council Request for Action

Subject:

County Administrator - Lease Renewal - Community Partners of the Midlands, LLC, a corporation of the United Way of the Midlands

Notes:

December 14, 2023 – The Administration & Finance Committee recommended to renew the lease with Community Partners of the Midlands, LLC, a corporation of the United Way of the Midlands, for the use of approximately 7343± sq. ft. as an eye and dental clinic on the third and fourth floors of 2000 Hampton Street.

**RICHLAND COUNTY
ADMINISTRATION**

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

**Agenda Briefing**

Prepared by:	Ashiya Myers	Title:	Assistant to the County Administrator
Department:	Administration	Division:	
Date Prepared:	June 7, 2023	Meeting Date:	December 14, 2023
Legal Review	Elizabeth McLean via email	Date:	December 4, 2023
Budget Review	Abhijit Deshpande via email	Date:	November 17, 2023
Finance Review	Stacey Hamm via email	Date:	November 17, 2023
Approved for consideration:		County Administrator	Leonardo Brown, MBA, CPM
Meeting/Committee	Administration & Finance		
Subject	Lease Renewal - Community Partners of the Midlands, LLC, a corporation of the United Way of the Midlands		

RECOMMENDED/REQUESTED ACTION:

Jennifer Moore, VP of Community Impact, requests the renewal of the lease with Community Partners of the Midlands, LLC, a corporation of the United Way of the Midlands, for use of approximately 7343± sq.ft. as an eye and dental clinic on the third and fourth floor of 2000 Hampton St.

Request for Council Reconsideration: ☒ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The lessee is not required to pay a rental fee to the County for lease of the property; however, the County is responsible for the cost and provision of all utilities, maintenance of the property, daily routine janitorial services, and periodic pest control. The lessee is responsible for its equipment and personal property, to include all maintenance and repair thereof, as well as all operational costs of the clinic.

Applicable department/grant key and object codes: n/a

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

The County Attorney's Office drafted the proposed agreement as attached.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

United Way and Palmetto Health have operated a dental clinic since the Health Department building opened in the early 1990s. In 2015, Council unanimously approved the use of the third floor in the Richland County Health Department, and in-kind assistance for the purpose of providing free medical, vision, and dental services to uninsured and underinsured adults in Richland, Lexington and Fairfield Counties, and dental services to uninsured children in Richland and Lexington Counties.

At its May 07, 2019, Council unanimously approved the first extension of the 2015 lease agreement. The term of the agreement is one year from its date of execution and is automatically renewed for four consecutive one-year terms unless either party provides a ninety (90) day written notice prior to the expiration of any term. The lease will expire in 2024. United Way has expressed its desire for a second extension.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

- Goal 1: Foster Good Governance
 - Objective 1.5: Collaborate with other governments - Build relationships with non-profit governmental organizations, municipalities, state, and federal organizations across all departments to determine points of parity.

ATTACHMENTS:

1. 2015 Council Consideration – Report of Action and Associated Minutes
2. 2019 Council Consideration – Agenda Briefing and Associated Minutes
3. Correspondence from the United Way
4. Draft 2023 lease agreement

Richland County Council Request of Action

Subject

Midlands Healthcare Collaborative - Dental and Eye Care Clinic Expansion **[PAGES 28-34]**

Reviews

Richland County Council Request of Action

Subject: Midlands Healthcare Collaborative - Dental and Eye Care Clinic Expansion

A. Purpose

United Way of the Midlands (UWM), serving as fiscal agent for Midlands Healthcare Collaborative (MHC), consisting of Palmetto Health, Providence Hospitals and Lexington Medical Center and United Way, is requesting approximately 5,200 square feet of space on the third floor of the County's Health Department Building (2000 Hampton) to operate a dental and eye care clinic for low-income, uninsured adult clients.

B. Background / Discussion

United Way and Palmetto Health have operated the fourth floor dental clinic since the Health Department building was opened in the early 1980s. The fourth floor clinic will continue to operate and see primarily uninsured, low income children identified by the local public schools.

In late 2013, UWM and MHC asked County Council to consider allocating space for a full service clinic on the third floor of the Health Department Building. The effort was to include medical, dental and eye care based on the Medical Mission format that had been delivered to the community in 2011, 2012, 2013 and 2014.

At the November 5, 2013 Council Meeting, the following occurred: Midlands Healthcare Collaborative (MHC): Use of Third Floor in Richland County Health Department for Free Comprehensive Healthcare Center and In-Kind Assistance. Council unanimously approved negotiating the terms of a formal agreement with the Collaborative, which includes control mechanisms for potential liabilities. The request is for the use of the third floor in the Richland County Health Department, and in-kind assistance for the purpose of providing free medical, vision, and dental services to uninsured and underinsured adults in Richland, Lexington and Fairfield Counties, and dental services to uninsured children in Richland and Lexington Counties.

Early this year, partners, including Palmetto Health, agreed that they only would expand the dental and eye care efforts. MHC's expanded space will enable it to see more patients, especially adult patients who have an adverse impact on local emergency rooms when they attempt to access dental services through the hospital systems in the community. MHC expects to serve 52% more patients for dental services and 85% more for hygiene and prevention services.

UWM began work with Richland County staff to define the space and do all of the assessments and design work. United Way hired LCK as project manager and Stevens and Wilkinson as architects to complete the necessary work. This has been accomplished, with plans presented to Richland County staff by the project manager, LCK. UWM has begun work on the lease agreement for the space.

UWM, as the fiscal agent for this effort, is requesting the space as well as certain services to include utilities, parking, security, limited janitorial, and other basic building services. These services are currently being provided for the dental and eye care clinic operations presently

onsite. No Richland County funds are being requested. The renovations and operations will be paid for by UWM, Palmetto Health and their partners.

If the MHC occupies this space (approximately 5,200 sq. ft.), there will be approximately 10,750 sq. feet of additional available space remaining for the County's use. Currently occupied space on the 3rd floor includes the OSBO division (approximately 3,000 sq. ft.) and the eye clinic (approximately 2,000 sq. ft.).

This arrangement will require a lease. The lease will require an ordinance, which has been attached. The Legal Department is working to refine the lease. The lease will be forwarded to Council for first reading.

C. Legislative / Chronological History

November 5, 2013 Council Meeting: Midlands Healthcare Collaborative (MHC): Use of Third Floor in Richland County Health Department for Free Comprehensive Healthcare Center and In-Kind Assistance. Council unanimously approved negotiating the terms of a formal agreement with the Collaborative, which includes control mechanisms for potential liabilities. The request is for the use of the third floor in the Richland County Health Department, and in-kind assistance for the purpose of providing free medical, vision, and dental services to uninsured and underinsured adults in Richland, Lexington and Fairfield Counties, and dental services to uninsured children in Richland and Lexington Counties.

November 11, 2014 Council Meeting: An Ordinance Authorizing a lease to United Way of the Midlands for 1205.3± Square Feet of space at 2000 Hampton Street, 3rd Floor [THIRD READING]: Council gave third reading approval to the ordinance as presented in the agenda packet. [For optometry clinic.]

D. Financial Impact

MHC has received a grant from BCBS of SC Foundation of \$608,040 to purchase all new dental equipment for the expanded dental clinic. In addition, several thousands of dollars will be spent on the renovations required on the third floor to accommodate the new clinic, bringing the total renovation budget for the project to \$856,136. Total annual operating budget is expected to be \$1,060,672. Because of these significant expenditures, MHC is requesting a 10 year or longer lease for the project.

Below please find the projected budgets for renovations and operations for the clinic.

Midlands Healthcare Collaborative		
Expenditures for Upfitting Eye & Dental Clinics		
Expenditures		Amount
Dental Equipment		\$ 435,271
Dental Computer Hardware		39,175
Dental Chair Setup		107,082
Up Fitting		192,918
Signage		500
Asbestos Abatement		5,000
Asbestos Survey		2,422
Planning Design & Architectural Fees		33,000
Subtotal		\$ 815,368
5% Contingency		\$ 40,768
Grandtotal		\$ 856,136

MIDLANDS HEALTHCARE COLLABORATIVE			
FY15-16 Operating Budget			
Expenditures	Eye Care	Dental	Budget
Personnel & Fringe	\$ 47,901.00	\$ 761,858.64	\$ 809,759.64
Other Operating	\$ 63,697.00	\$ 105,902.00	\$ 169,599.00
Miscellaneous	\$ 5,100.00	\$ 76,213.36	\$ 81,313.36
Total Expenditures	\$ 116,698.00	\$ 943,974.00	\$ 1,060,672.00

Again – no funds are being requested of Richland County Government other than for the same services currently being provided for the dental and eye care clinic operations onsite (utilities, parking, etc.)

E. Alternatives

1. Approve the request to allow MHC to expand the dental and eye care services in vacant space on the third floor of the Health Department building.
2. Do not approve this request. Not allowing MHC to use this space would prevent the expansion of the clinic. MHC would lose the BCBS grant and not be able to expand these services.

F. Recommendation

It is recommended that Council approve the request to allow MHC to expand the dental and eye care services in vacant space on the third floor of the Health Department building.

Recommended by: Roxanne Ancheta

Department: Administration

Date: June 15, 2015

G. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 6/16/15

✓ Recommend Council approval

☐ Recommend Council denial

Comments regarding recommendation:

Support Services

Reviewed by: Bill Peters

Date: 6/17/15

☒ Recommend Council approval

☐ Recommend Council denial

Comments regarding recommendation: Support Services has been involved in the design of space process and is completing the final plan review. MHC will have to work with the Health department to ensure the renovations will not have an adverse effect on the Health Department operations.

Risk Management

Reviewed by: David Chambers

Date: 6/17/15

✓ Recommend Council approval

☐ Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 6/18/15

☐ Recommend Council approval

☐ Recommend Council denial

Comments regarding recommendation: This lease will require an ordinance, which has been attached. The Legal Department is working to refine the lease. The lease will be forwarded to Council for first reading.

Administration

Reviewed by: Roxanne Ancheta

Date: June 19, 2015

X Recommend Council approval

☐ Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve the request to allow MHC to expand the dental and eye care services in vacant space on the third floor of the Health Department building. This will leave additional space for future County operations, if needed. This arrangement will require a lease. The lease will require an ordinance, which has been attached. The Legal Department is working to refine the lease. The lease will be forwarded to Council for first reading.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-15HR

AN ORDINANCE AUTHORIZING A LEASE TO UNITED WAY OF THE MIDLANDS FOR 5178± SQUARE FEET OF SPACE AT 2000 HAMPTON STREET, 3RD FLOOR AND _____ SQUARE FEET OF SPACE AT 2000 HAMPTON STREET, 4TH FLOOR.

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 lease 5178± sq. ft. of space on the 3rd Floor and _____ sq. ft. of space on the 4th Floor of 2000 Hampton Street to the United Way of the Midlands, as specifically described in the Lease Agreement, a copy of 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 _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Item# 6

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

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

Item# 6

SECOND READING ITEMS

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article II, Rules of Construction; Definitions; Section 26-22, Definitions; so as to alter the definition of "Subdivision" – Mr. Malinowski moved, seconded by Mr. Rose, to approve this item. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (3), Major Subdivision Review; Subparagraph D, Bonded Subdivision Plat Review and Approval; Clause 6, Recordation; so as to properly cross-reference two subsection – Ms. Dixon moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to add townhouses as a permitted use with special requirements in the RM-MD and RM-HD Zoning Districts – Ms. Dickerson moved, seconded by Mr. Rose, to approve this item. The vote in favor was unanimous.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

Motion to Direct the Administrator and Staff to Abide by all Policies, Directives, Guidelines and Ordinances set by Council; Action Plan for Violations – Mr. Malinowski stated the action plan for violations is already addressed in the Employee Handbook. Additionally, any information that Mr. Jackson requires may be provided by the Clerk of Council's Office.

Mr. Jackson stated he made the motion in order to ensure there is accountability by upholding the rules and policies of the Employee Handbook.

The vote was in favor of the committee's recommendation to compile all County departmental policies, and forward the policies to Council for their consideration.

An Ordinance Authorizing a lease to United Way of the Midlands for 5178± square feet of space at 2000 Hampton Street, 3rd Floor and square feet of space at 2000 Hampton Street, 4th Floor [FIRST READING] – Mr. Malinowski requested Exhibits A and B be included in the agenda for Second Reading. Additionally, he expressed concern for County janitorial staff that may come into contact with blood born pathogen waste. Therefore, anything that could have blood born pathogen waste on it should be cleaned by the lessee's staff.

Mr. Malinowski moved, seconded by Ms. Dixon, to approve the item, but to amend the lease language to protect the County's janitorial staff.

Mr. Rose inquired if the needs for the eye clinic have been addressed in the lease before Council.

Mr. McDonald stated it is his understanding the needs have been addressed.

Mr. Pearce requested a friendly amendment to review the lease language instead of amending it at this time.

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Mr. Malinowski accepted the amendment.

The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Mr. Pearce recognized the some of the clinicians for the clinic were in the audience.

Approval of Sponsorship/Donation Payments – Mr. Malinowski stated according to the ROA the County once funds are given needs to be provided a detail description of the purposes for the money was used.

Mr. Malinowski moved to defer this item until the information is provided.

The motion died for lack of a second.

Mr. Pearce stated the purpose of the ROA was to approve the expenditure of the funds in advance and the information regarding the specific expenditure of funds will be provided when the request for the funds is presented to the Finance Department.

Mr. McDonald stated approximately a year ago the legislation changed with respect to individual and/or organization donations from local governments. The change in the legislation required that (1) Council formally appropriate the money as a line item in the budget and (2) identify the agency, group, or individual who is receiving the donation. The procedure Council developed was to appropriate the funding and agreed to come back in the fiscal year and identify them by name, which is what is before the Council tonight.

The vote was in favor of the committee's recommendation to approve the sponsorship/donation payments, totaling \$1,690.00 made between September 2014 and December 2014.

Lease Agreement: Warehouse for Richland Library during Capital Program – Mr. Pearce stated the committee's recommendation was to approve the request to enter into a lease agreement which will allow the library to securely store furnishings and equipment in an accessible location.

Mr. Malinowski stated after reviewing the lease and speaking with the Legal Department he was informed legal suggested changes to the lease. The revised lease was forwarded to the library for review and their response has not been received by the County's Legal Department.

Mr. Malinowski moved, seconded by Mr. Washington, to defer this item until Legal is prepared to bring the lease back to Council.

FOR

Dixon
Malinowski
Rose
Rush
Washington

AGAINST

Jackson
Pearce
Dickerson
Manning

The vote was in favor of deferral.

MD and RM-HD Zoning Districts {This item was reconsidered at the July 28th Special Called Meeting} – Mr. Livingston moved, seconded by Mr. Jeter, to approve this item. The vote in favor was unanimous.

SECOND READING ITEM

An Ordinance Authorizing a lease to United Way of the Midlands for 5178± square feet of space at 2000 Hampton Street, 3rd Floor and 2165 square feet of space at 2000 Hampton Street, 4th Floor –
Mr. Livingston moved, seconded by Mr. Jeter, to approve this item. The vote in favor was unanimous.

FIRST READING ITEM

An Ordinance Authorizing a lease to Columbia Area Mental Health for _____ sq. ft. of space at 2000 Hampton Street, _____ Floor [BY TITLE ONLY] – Mr. Pearce moved, seconded by Mr. Livingston, to defer this item until after Executive Session. The vote in favor was unanimous.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

- a. **Lease Agreement: Warehouse for Richland Library during Capital Program** – Mr. Pearce moved, seconded by Mr. Malinowski, to defer until the July 28th Special Called meeting. The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

- a. **Water Park Evaluation Committee Recommendations [EXECUTIVE SESSION]** – This item was taken up in Executive Session.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF APPOINTMENTS

- a. **Planning Commission—1** – Mr. Malinowski stated the committee recommended appointing Mr. Ed Greenleaf. The vote in favor was unanimous.

OTHER ITEMS

REPORT OF PINEWOOD LAKE AD HOC COMMITTEE:

- a. **Richland County Public Building Use Policy Revision** – Mr. Jackson stated at the last Council meeting it was decided to incorporate the Pinewood Lake Operation Plan into the Richland County Public Building Use Policy.

Mr. Manning requested the following language in the policy be clarified: “The Decker Center ‘parking lot’ (available from 5:00 p.m. to 8:30 a.m. Monday thru Friday, and on Saturday and/or Sunday)

**Richland County Council
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FOR

AGAINST

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

The motion to reconsider failed.

THIRD READING ITEMS

An Ordinance Authorizing a lease to United Way of Midlands for 5178± square feet of space at 2000 Hampton Street, 3rd Floor and 2165± square feet of space at 2000 Hampton Street, 4th Floor

– Ms. Dickerson moved, seconded by Mr. Pearce, to approve this item.

Mr. Manning requested to amend the ordinance as follows : “...2165± square feet...”

Ms. Dickerson accepted the amendment of the square feet.

FOR

AGAINST

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

The vote in favor was unanimous.

Mr. Pearce moved, seconded by Ms. Dixon, to reconsider this item.

FOR

AGAINST

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

The motion to reconsider failed.

SECOND READING ITEM

An Ordinance Authorizing a lease to Columbia Area Mental Health for square feet of space at 2000 Hampton Street, 3rd Floor – Mr. Washington moved, seconded by Mr. Jackson, to approve this item.

Mr. McDonald stated for the record staff is still in negotiations with Columbia Area Mental Health on the exact square footage.

FOR

AGAINST

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

The vote in favor was unanimous.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

- a. **Magistrate – Town of Eastover Intergovernmental Service Contract to Provide for Eastover Magistrate Donald Simons to Serve as the Town of Eastover Municipal Court Judge** – Mr. Malinowski inquired about the difference in salary for the Arcadia Lakes Municipal Court Judge and the Town of Eastover Municipal Court Judge if the function of the jobs are the same.

Mr. McDonald stated the reason for the difference is the case load of the different municipalities.

- d. Develop incentives and tax credits for Green Economy. This promotes green collar jobs in environmentally focused industries in environmentally sensitive areas [N. JACKSON]
- e. United Way Lease Agreement Renewal – 2000 Hampton St.
- f. Corley Construction, LLC Payment Authorization
- g. Mountainbrook Ditch Stabilization Project
- h. Award for Mobile Home Park Demolition – Percival Road
- i. Airport Overnight EAA Camping Event Request

Ms. Dickerson moved, seconded by Ms. Myers, to approve the Consent Items.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Manning, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

Ms. Myers moved, seconded by Ms. Dickerson, to reconsider Item 14(h): “Award for Mobile Home Park Demolition”

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Manning, Walker, Dickerson, Livingston and McBride

The motion for reconsideration failed.

15. **THIRD READING ITEMS**

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations, by adding Section 16-23, “Health Massage, Bodywork Therapists, and Massage Establishments” – Mr. Manning moved, seconded by Mr. Malinowski, to approve this item.

Mr. Malinowski requested that staff provide him all of the cases cited on p. 281, so he can review them.

In Favor: Terracio, Malinowski, Jackson, Newton, Myers, Manning, Walker, Dickerson, Livingston and McBride

The vote in favor was unanimous.

16. **SECOND READING ITEMS**

- a. An Ordinance Authorizing, pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina

Regular Session
May 7, 2019

-5-

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

To: Committee Chair Joyce Dickerson and Honorable Members of the Committee
Prepared by: Ashiya Myers, Assistant to the County Administrator
Department: Administrator
Date Prepared: April 09, 2019 **Meeting Date:** April 23, 2019

Legal Review	Elizabeth McLean via email	Date:	April 09, 2019
Budget Review	James Hayes via email	Date:	April 09, 2019
Finance Review	Stacey Hamm via email	Date:	April 09, 2019
Other Review:	Brittney Hoyle-Terry, Risk Manager, via email	Date:	April 09, 2019
Approved for Council consideration:		Acting County Administrator	John Thompson, Ph.D., MBA, CPM
Committee	Administration and Finance		
Subject:	United Way Lease Agreement Renewal - 2000 Hampton St		

Recommended Action:

Staff recommends renewing the lease with Community Partners of the Midlands, LLC, a corporation of the United Way of the Midlands, for use of approximately 7343± sq.ft. as an eye and dental clinic on the third and fourth floor of 2000 Hampton St.

Motion Requested:

I move to accept staff's recommendation to renew the lease with Community Partners of the Midlands, LLC, a corporation of the United Way of the Midlands, for use of approximately 7343± sq.ft. as an eye and dental clinic on the third and fourth floor of 2000 Hampton St.

Request for Council Reconsideration: ☒ Yes

Fiscal Impact:

The lessee is not required to pay a rental fee to the County for lease of the property; however, the County is responsible for the cost and provision of all utilities, maintenance of the property, daily routine janitorial services, and periodic pest control. The lessee is responsible for its equipment and personal property, to include all maintenance and repair thereof, as well as all operational costs of the clinic.

Motion of Origin:

n/a

Council Member	
Meeting	
Date	

Discussion:

The lease agreement entered on July 28, 2015 expires this year. The term of the agreement is one year from its date of execution and is automatically renewed for four consecutive one year terms unless either party provides a ninety (90) day written notice prior to the expiration of any term.

Risk Management and the County Attorney's office have not identified any reason/cause to deny renewal of the lease.

Attachments:

1. Current Lease Agreement
2. Unexecuted Lease Agreement

This Lease Agreement entered into on this the 28th day of JULY, 2015, is by and between Community Partners of the Midlands, LLC (a corporation of the United Way of the Midlands) (hereinafter "Lessee"), and Richland County (hereinafter the "County").

WHEREAS, the County owns the property located at 2000 Hampton Street, Columbia, South Carolina, also known as the Richland County Health Department Building (the “Property”), and is willing to lease approximately 7343± sq. ft. of such Property to the Lessee for use as an eye and dental clinic, which will include 5,178± sq. ft of space on the third floor and 2165± sq. ft. of space on the fourth floor; and

WHEREAS, the County and the United Way of the Midlands previously entered into a Lease Agreement (the “Previous Lease”) for space on the third floor of the Property, for use as an eye clinic; and

WHEREAS, the Lessee desires to lease property from the County for expansion of the eye and dental services already being provided at the Property; and

WHEREAS, the County requires Lessee to relocate the current eye clinic space; and

WHEREAS, the parties desire to execute a lease agreement setting out the parameters of the arrangement;

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

1. Leased Premises. The County hereby leases to Lessee, and Lessee hereby leases from the County, approximately 5,178± square feet of space on the 3rd Floor of the Property and 2165± sq. ft. of space on the 4th Floor of the Property, as is further described on Exhibits A and

B, attached hereto and incorporated herein.

2. Purpose of Lease. The Lessee shall use the Leased Premises as an eye and dental clinic (the "Clinic"), which shall serve adults in Richland County that are less than or equal to 200% of the federal poverty level, or other criteria as determined from time to time by Lessee, so long as such criteria is consistent with the spirit and intent of providing low or no-cost care to low income and uninsured residents of Richland County.

3. Term. The term of this Agreement shall be for a period of one (1) year from the date of execution, unless otherwise terminated under the provisions provided below. This Lease Agreement shall automatically renew on the same terms and conditions as stated herein, for four (4) consecutive one (1) year terms, unless either party gives ninety (90) days written notice before the expiration of any term.

4. Rent/Consideration. The Lessee shall not be required to pay a rental fee to the County for lease of the Property. In lieu of a rental fee, consideration for this Lease Agreement shall be Lessee's continued operation of the Clinic under the terms specifically provided in paragraph 2, above, and as is elsewhere provided herein.

5. Transition and Relocation to Leased Premises. Lessee agrees to relocate the eye clinic from the space leased in the Previous Agreement to the current Leased Premises no later than (2) weeks after execution of this Agreement, or whenever the Leased Premises modifications have been completed by Lessee, whichever first occurs. Lessee understands and acknowledges that the County will not use any County resources, monetary or other, to assist in the physical relocation of any services, equipment or personnel to the Leased Premises.

6. Termination, Breach and Non-Appropriations. Either party may terminate this Lease Agreement for convenience at any time with ninety (90) days written notice to the other

party (hereinafter "Notice of Termination"). In the event of such termination for convenience, Lessee shall completely vacate the premises by the 90th day after receipt of the Notice of Termination.

In the event of a breach by Lessee of any provision of the Lease Agreement, the County shall serve upon the Lessee a written notice (hereinafter "Notice of Breach") specifying with particularity wherein such default or breach is alleged to exist and that the Lessee has fifteen (15) days to cure such breach or default after the receipt of such notice. If the breach is not cured within the allotted time, the County may, at its option, terminate the Lease Agreement immediately without further obligations under the Lease Agreement. Upon termination of the Lease Agreement for breach or default, Lessee shall have thirty (30) days from the Notice of Breach to completely vacate the Property.

7. Utilities and Maintenance. The County shall be responsible for the cost and provision of all utilities on the Property, including the Leased Premises, during the lease Term. The County shall be responsible for maintaining the Property in a reasonably good condition during the Lease Term, providing daily routine janitorial services (trash removal (excluding any blood born pathogen waste), vacuuming and damp mopping of tiled surfaces), and periodic pest control consistent with service provided to all Richland County property. The County shall investigate all requests for maintenance to determine necessary repairs within a reasonable time of receiving notice from Lessee of a need for repair. The County will use its best efforts to coordinate custodial services and maintenance and repair activities with Lessee to minimize interference with operation of the Clinic and protect client confidentiality.

Lessee shall be solely responsible for its equipment and personal property, including all maintenance and repair. Any service work on Lessee equipment that requires any facility

infrastructure interruption, change, or involvement at any level, must be requested and coordinated with Richland County Department of Support Services with a minimum of 48 hour notice. All equipment provided by the Lessee shall meet all county, OSHA, and all required regulatory codes and ordinances, including but not limited to building codes, energy codes, and life safety codes. All equipment and or equipment specifications will be subject to approval by the County before installation and subject to subsequent inspection for compliance.

The Lessee releases the County from any and all liability for any infrastructure failure or routine maintenance that may interrupt operations. The Lessee shall be liable for all costs associated with any damage or vandalism to the Leased Premises and associated public areas caused by clients of the Lessee or employees of the Lessee.

All operation costs of the Clinic shall be the sole responsibility of the Lessee.

8. Building Access and Hours of Operation. The Clinic may operate only on weekdays from 8:30am to 5:00pm. Operation on any holidays (as defined by the South Carolina Health Department holiday schedule) is prohibited. Anyone associated with the Lessee requiring access outside of normal operating hours must be approved by the County, which includes key access. Lessee shall keep a record of any keys assigned to Clinic employees and the key holders' contact information shall be forwarded to the County for approval.

9. Erection of Signs. The Lessee shall have the right to erect appropriate signs or markings designating and identifying its use of the Property; however, the location, number, size, and appropriateness of any signs or markings must receive prior approval from the County. The County agrees not to unreasonably withhold such approval.

10. Insurance/Indemnification. Lessee shall maintain a comprehensive liability policy sufficient to meet the coverage and limits set forth under the requirements of the South

Carolina Tort Claims Act. Lessee's insurance policy shall specifically cover personal injury loss and claims, as well as property loss from theft, fire, and other natural disasters; the County shall not be responsible for any such damages or loss.

Lessee agrees to indemnify, hold harmless and defend Richland County, its employees, officers, agents, successors and assigns from and against any and all liability, damages, losses, costs, expenses, demands, claims, suits, actions and causes of action on account of, or in any way arising from the Lessee's use and occupation of the Leased Premises, except to the extent such losses, claims, suits, and other liability are caused solely by the County.

11. Improvements/Modifications. Lessee agrees to take possession of the Leased Premises in "as-is" condition and that no improvements or modifications are required by the County to the Leased Premises before Lessee occupies such space. County and Lessee agree that for operation of the Clinic, Lessee requires certain improvements/modifications to the Leased Premises, which shall be pre-approved by the County, and performed at Lessee's sole expense. The Lessee will obtain written approval from the County before any work is performed on the Leased Premises. The Lessee will utilize any and all County standard materials and equipment requirements for any improvement or modifications. Lessee further agrees that no additional improvements and modifications shall be made during the Term of this Lease Agreement without prior written approval of the County. Any such approved improvements or modifications will be the sole financial responsibility of the Lessee unless otherwise agreed to in writing by the County.

Any alteration or improvements made by the Lessee including any fixtures, carpeting, painting, wallpaper, filing systems and the like shall become a part of the Property unless otherwise specified by the County in writing. Upon termination of the Lease Agreement, the

Lessee shall restore the property to its original condition or repair, safety and appearance, ordinary wear and tear excepted, except as to the fixtures, carpeting, painting, wallpaper, filing systems, improvements/alterations and the like which the County has accepted. If Lessee fails to do so, Lessee will promptly reimburse the County for any expenses required to restore the premises to the original condition as described herein.

12. Assignment/Sub-Lease. This Lease Agreement may not be assigned by either party. Lessee may not sub-lease the Property without prior written consent of the County.

13. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

14. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Lease Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

15. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

1. If to Richland County, address to:

Richland County
c/o W. Anthony McDonald, Administrator
2020 Hampton Street
Post Office Box 192
Columbia, South Carolina 29202

2. If to Lessor, address to:

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

16. Governing Law. This Agreement is to be construed in accordance with the laws of the State of South Carolina.

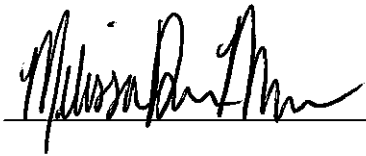
17. Miscellaneous Provisions.

a. The failure of any party to insist upon the strict performance of any provision of this Lease Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Lease Agreement at any subsequent time. Waiver of any breach of this Lease Agreement by any party shall not constitute waiver of any subsequent breach.

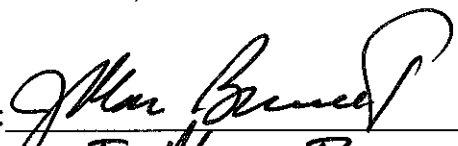
b. The parties hereto expressly agree that this Lease Agreement in no way creates any agency or employment relationship between the parties or any relationship which would subject either party to any liability for any acts or omissions of the other party to this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.


Witnesses as to Lessee:




**COMMUNITY PARTNERS OF THE
MIDLANDS, LLC**

By: 
Name: J. Mac Bennett
Its: CEO

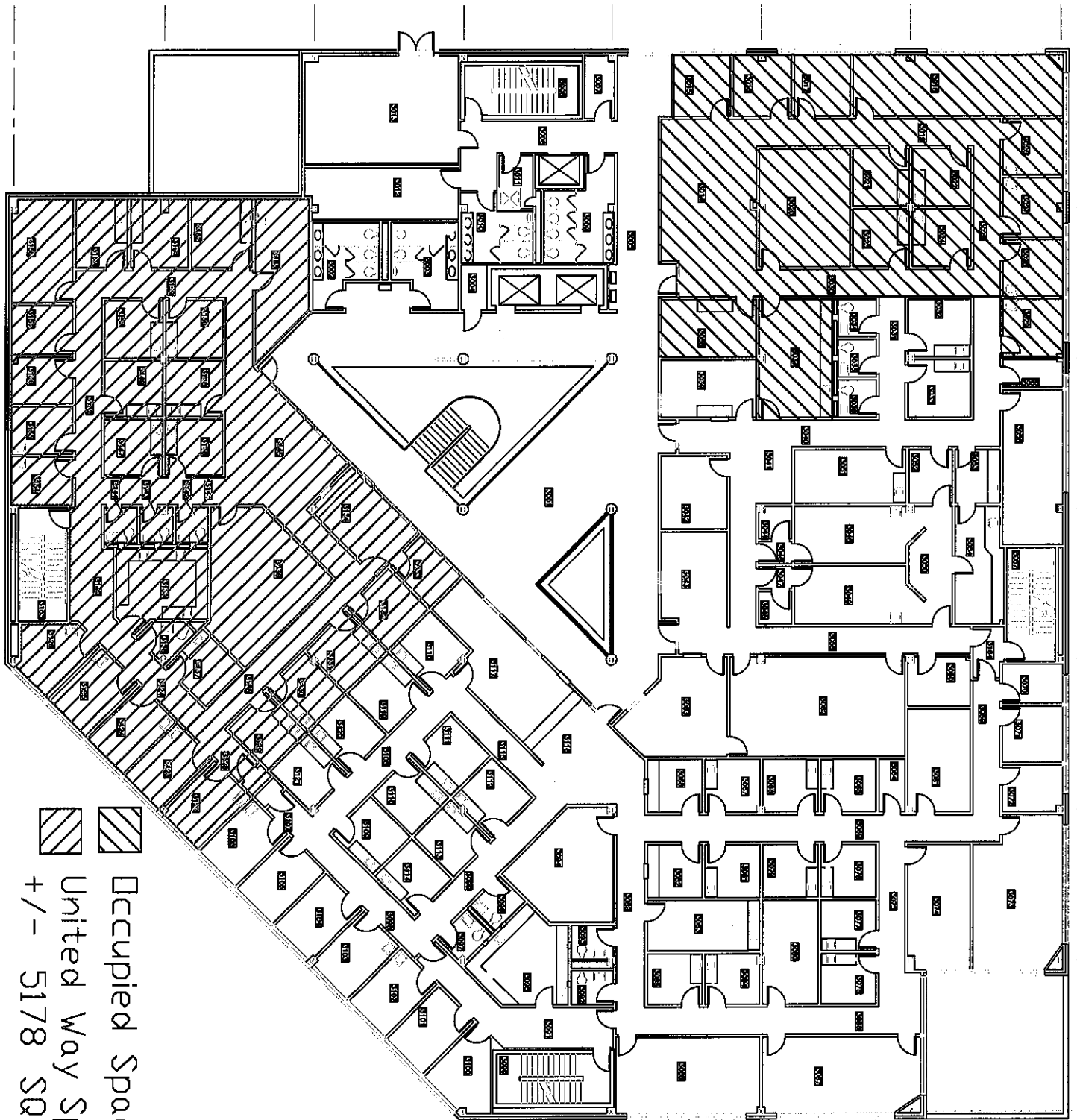
Witnesses as to Richland County:





**RICHLAND COUNTY,
SOUTH CAROLINA**

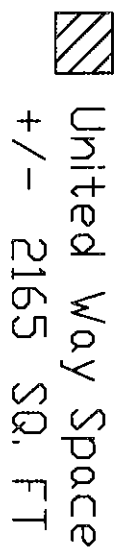
By: 
Name: Torrey Rush

Its: County Council Chair



 Occupied Space
 United Way Space
 +/- 5178 SQ. FT

3rd Floor
Exhibit A



4th Floor
Exhibit B

STATE OF SOUTH CAROLINA) FIRST EXTENSION OF THE LEASE AGREEMENT
)
) **(2000 Hampton Street – 3rd and 4th Floor)**
 COUNTY OF RICHLAND) (Community Partners of the Midlands, LLC, a
) corporation of the United Way of the Midlands)

This First Extension of the Lease Agreement (“Extension”) entered into on this the _____ day of _____, 2019, is by and between Community Partners of the Midlands, LLC (a corporation of the United Way of the Midlands) (hereinafter “Lessee”), and Richland County (hereinafter the “County”).

WHEREAS, the County and the United Way of the Midlands previously entered into a Lease Agreement dated July 28, 2015, with expires in 2019, for the same Leased Premises; and

WHEREAS, the County and Lessee desire to continue the lease upon the same terms and conditions;

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

1. The parties mutually agree that the term of the Lease Agreement shall be extended for a period of one (1) year from the date of execution, unless otherwise terminated under the provisions of the Lease Agreement. This Extension shall automatically renew on the same terms and conditions as stated herein, for four (4) consecutive one (1) year terms, unless either party gives ninety (90) days written notice before the expiration of any term.

2. In all other respects, the Lease Agreement shall remain in full force and effect.

3. This Extension may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

4. This Extension and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Witnesses as to Lessee:

**COMMUNITY PARTNERS OF THE
MIDLANDS, LLC**

By: _____

Name: _____

Its: _____

Witnesses as to Richland County:

**RICHLAND COUNTY,
SOUTH CAROLINA**

By: _____

Name: Paul Livingston

Its: County Council Chair

indicates simply removing the salary history question does not adequately address wage differenced based on gender.

Mr. Malinowski moved, seconded by Mr. Walker, to forward to Council with a recommendation to receive the analysis as information, as well as, support fair hiring practices.

Ms. Myers stated, for clarification, Human Resources based the analysis on one study that there was not enough evidence from that study to suggest that banning that information in the application hiring program did not seem to advance the cause. She inquired if they looked at anything that suggested otherwise.

Ms. O'Berry stated they found studies that had theories one way or the other, but not have not found any definitive proof that there was a positive influence on women. They felt there were a lot more pieces to the puzzle that needed to be added rather than just taking salary history off, if Council wanted to head in this direction.

Ms. Myers stated she knows you have this study that says it does not help, and in some cases, has hurt. Do we have evidence that says having the information has hurt?

Ms. O'Berry stated they have not found any conclusive national studies that would help us to say that it actually helped or hurt at the level they would like to see. One of the major points Mr. Hanna was trying to make was that, if we were to move forward, we would need to do some other things. For example, train our managers on how to figure out a salary, when they do not have a salary history. Banning the box, without putting more investment in to teaching our managers how to determine salaries upfront, we could possibly be hurting/helping people.

Ms. McBride inquired if Ms. O'Berry contacted any other counties or states that are currently not putting the salary on the application.

Ms. O'Berry stated they did not.

Ms. McBride stated it might be good if we could see their perspective, in terms of, we have done it for the last "XXX" number of years, and these are the results that could help us. She requested that this item be held in committee until we receive additional information regarding what other counties are doing.

Ms. Terracio stated she recognizes that there is no one magic bullet that is going to fix the historic wage gap that has persisted over the years. This could be one thing, and perhaps when we look at our Total Rewards Program, we could look more holistically at proactive steps to be an employer that closes the gap.

Mr. Malinowski moved, Ms. McBride, to defer this item until the May committee meeting.

In Favor: Malinowski, Myers, Walker, Dickerson and McBride

The vote in favor was unanimous.

- d. United Way Lease Agreement Renewal – 2000 Hampton St. – Ms. A. Myers stated the lease agreement before you, was signed by a previous Council Chair. The lease agreement was drafted by the Legal Department, and they do not suggest any changes to the document. Nor does the Risk Management Department.

Mr. Malinowski inquired if any audit has been conducted on the Community Partners of the Midlands, LLC.

Administration and Finance
April 23, 2019

-3-

Ms. A. Myers stated, to her knowledge, there has not been one.

Mr. Malinowski stated the organization is referenced as “Community Partners of the Midlands, LLC (a corporation of the United Way of the Midlands)” and as “United Way of the Midlands.” He stated it needs to be consistent throughout the document.

Ms. McBride inquired if they are maintaining the space they have, or are they requesting additional space.

Ms. A. Myers stated she did not have a request for additional space. It should be the exact same agreement.

Ms. McBride inquired if all of this space is being utilized.

Ms. A. Myers, to her knowledge, it is. The building has been fitted specifically for the clinics.

Mr. Walker moved, seconded Mr. Malinowski, to forward to Council to renew the lease with Community Partners of the Midlands, LLC, a corporation of the United Way of the Midlands, for use of approximately 7343 sq. ft. as an eye and dental clinic on the third and fourth floor of 2000 Hampton Street.

In Favor: Malinowski, Myers, Walker, Dickerson and McBride

The vote in favor was unanimous.

- e. Corley Construction, LLC Payment Authorization – Mr. Voigner stated staff is recommending authorization of payment in the amount of \$29,456.15 to Corley Construction, LLC for completed demolition work to prevent contractual late fees.

Mr. Malinowski inquired as to when it was known this cost would exceed the \$100,000, and the need to bring it to Council.

Mr. Phipps stated Ms. Kecia Lara resigned and this got overlooked. He stated they can avoid the penalty if we pay it before April 30th. The penalty is \$441.

Mr. Malinowski stated the problem is this has to move to Council, which will be May 7th, so he does not know how we can avoid that.

Mr. Malinowski moved, seconded by Ms. Myers, to forward this to Council with a recommendation to authorize payment of \$29,456.15 to Corley Construction, LLC for completed demolition work.

Ms. Myers offered a friendly amendment that we have the Legal Department to get in touch with Corley Construction and make them aware of the omission and see if they will give us an extension.

Mr. Malinowski accepted the friendly amendment.

In Favor: Malinowski, Myers, Walker, Dickerson and McBride

The vote in favor was unanimous.

UNITED WAY OF THE MIDLANDS

1818 Blanding Street
Columbia, SC 29201
803.733.5400
uway.org



November 17, 2023

Leonardo Brown, MBA, CPM
County Administrator
Richland County Government
2020 Hampton Street
Columbia, SC 29204

Dear Administrator Brown,

United Way of the Midlands (D/B/A Community Partners of the Midlands, LLC) is requesting renewal of our lease at 2000 Hampton Street third and fourth floors for our WellPartners free dental and eye clinics.

We operate WellPartners as an LLC and provide free care for adults and children without insurance at or below 200% poverty in the Midlands area. Last year, we provided 5,842 patient visits. This critical dental and eye care would be unattainable for most of our patients without WellPartners. We are requesting renewal of our lease with the current terms.

Thank you for your continued partnership to improve lives in the Midlands. Please reach me at (803) 733-5410 with any questions.

Sincerely,

Sara S. Fawcett
President & CEO

STATE OF SOUTH CAROLINA) SECOND EXTENSION OF THE LEASE AGREEMENT
) **(2000 Hampton Street – 3rd and 4th Floor)**
 COUNTY OF RICHLAND) (Community Partners of the Midlands, LLC, a
 corporation of the United Way of the Midlands)

This First Extension of the Lease Agreement (“Extension”) entered into on this the _____ day of _____, 2023, is by and between Community Partners of the Midlands, LLC (a corporation of the United Way of the Midlands) (hereinafter “Lessee”), and Richland County (hereinafter the “County”).

WHEREAS, the County and the United Way of the Midlands previously entered into a Lease Agreement dated July 28, 2015, and a First Extension of the Lease Agreement on July 10, 2019, for the same Leased Premises; and

WHEREAS, the County and Lessee desire to continue the lease upon the same terms and conditions via this Second Extension;

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

1. The parties mutually agree that the term of the Lease Agreement shall be extended for a period of one (1) year from the date of execution, unless otherwise terminated under the provisions of the Lease Agreement. This Extension shall automatically renew on the same terms and conditions as stated herein, for four (4) consecutive one (1) year terms, unless either party gives ninety (90) days written notice before the expiration of any term.

2. In all other respects, the Lease Agreement shall remain in full force and effect.

3. This Extension may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

4. This Extension and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Witnesses as to Lessee:

**COMMUNITY PARTNERS OF THE
MIDLANDS, LLC**

By: _____

Name: _____

Its: _____

Witnesses as to Richland County:

**RICHLAND COUNTY,
SOUTH CAROLINA**

By: _____

Name: Overture Walker

Its: County Council Chair

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing Addendum

Prepared by:	Ashiya Myers	Title:	Assistant to the County Administrator	
Department:	Administration	Division:		
Contributor:	Jennifer Moore	Title:	Vice President	
Date Prepared:	December 18, 2023	Meeting Date:	December 14, 2023	
Approved for Consideration:		County Administrator		Leonardo Brown, MBA, CPM
Committee/Meeting:	Administration & Finance			
Agenda Item:	4a. County Administrator - Lease Renewal - Community Partners of the Midlands, LLC, a corporation of the United Way of the Midlands			

COUNCIL INQUIRY #1:

Please provide the number of individuals served and associated demographics.

Reply:

Please see Attachment 1 as provided by Ms. Jennifer Moore, Vice President of Community Impact, of the United Way of the Midlands.

ATTACHMENTS:

1. WellPartners Patient Demographics

WellPartners Patient Demographics
July 2022-June 2023

Care Provided:

- Dental – 3,389 (58%)
- Eye – 2,453 (42%)

Age Range:

- Adults – 5,082 (87%)
- Children – 760 (13%)

Race/Ethnicity:

- Black/African American – 3,594 (61%)
- Asian – 86 (1%)
- Hispanic – 878 (15%)
- White/Caucasian – 1,026 (18%)
- Other – 129 (2%)
- Not Reported – 137 (2%)

Gender:

- Male – 2,472 (42%)
- Female – 3,371 (58%)

Richland County Council Request for Action

Subject:

Department of Public Works - Stormwater Management Division - Hickory Ridge
Stormwater Conveyance Upgrade Design

Notes:

December 14, 2023 – The Administration & Finance Committee recommended Council to approve the award of the contract for grant administration, construction administration, and engineering design for Hickory Ridge Stormwater Conveyance System Upgrades to Woolpert for a bid of \$732,600.

**RICHLAND COUNTY
ADMINISTRATION**

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

**Agenda Briefing**

Prepared by:	David Pitts Jr.	Title:	Division Manager	
Department:	Public Works	Division:	Stormwater Management	
Date Prepared:	November 16, 2023	Meeting Date:	December 14, 2023	
Legal Review	Patrick Wright via email		Date:	November 22, 2023
Budget Review	Abhijit Deshpande via email		Date:	November 21, 2023
Finance Review	Stacey Hamm via email		Date:	November 20, 2023
Approved for consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Meeting/Committee	Administration & Finance			
Subject	Contract Award - Hickory Ridge Stormwater Conveyance System Upgrades Project			

RECOMMENDED/REQUESTED ACTION:

The Stormwater Management Division recommends approval to award the contract for grant administration, construction administration, and engineering design of Hickory Ridge Stormwater Conveyance System Upgrades to Woolpert for a bid of \$732,600.

Request for Council Reconsideration: ☐ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This portion of the project (design/construction administration/grant administration) is budgeted in the Stormwater Management Division's Matching Funds Capital Account 1208302200-5382. The current bid is less than the allocated funds of \$970,313 by \$237,713.

Applicable department/grant key and object codes: 1208302200-5382

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Request for Proposals RC-613-P-24 was issued on September 15, 2023. The due date for submissions was October 20th, and there were three (3) submissions. An evaluation team selected for their experience, qualifications, and vested interest scored the proposals which resulted in Woolpert, Inc. being the highest ranked offeror.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Structural control components, maintenance, and discharges from the County's storm drainage network is covered by a NPDES MS4 Permit issued by the SC Department of Health and Environmental Control (SCDHEC) on the behalf of the Environmental Protection Agency (EPA).

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Richland County requested a proposal for grants administration, construction administration and engineering design to use matching funds for SCIIP awarded grant funds to upgrade the existing stormwater conveyances to improve water quality in the Hickory Ridge development. These services use the Watershed and Flood Mitigation study recommendations completed in 2021.

The study assessed sources of water quality impairments, causes of erosion and sedimentation, and localized flooding in the Hickory Ridge drainage area and proposed solutions that consider engineering methods, low impact development solutions, green infrastructure, and other best management practices. The proposed improvements include replacing the existing system with larger diameters, adding additional drainage pipe networks, excavating wider channels with shallow slopes, as well as the addition of oil/grit separators to improve water quality.

The Hickory Ridge Development is located in the southeast portion of Richland County and is split between the Mill Creek and Cabin Branch watersheds. Both watersheds are on the state 303(d) list with impairments for E. coli. This neighborhood faces many of the stormwater problems typically associated with older residential developments, including undersized pipes, frequent flooding, erosion and pollutants such as sediment, nitrogen, phosphorus, oils, bacteria, and metals, among others. In high enough concentrations, these pollutants of concern can be harmful to humans, fish, amphibians, and aquatic insects.

The Department of Public Works has responded to numerous complaints related to localized flooding in the area and frequently provides maintenance to the drainage system to remove excess sediment deposits. The existing system of pipes and channels collects runoff from residential areas and roadways and conveys the water west to four outfalls under Hickory Ridge Road to a wooded area and Lake Rebecca. Moving forward, this project area will be maintained after design and construction by the Richland County Public Works Department and on-call assistance from the Stormwater Management division procured consultant who handles all of these types of BMPs.

Once the project is awarded, the procured engineer (Woolpert) will begin design work for an estimated 180 days and assist with grant administration as needed. The deliverables will be design as built plans of upsized and newly installed drainage networks, wider channels with shallow slopes, the addition of oil/grit separators to address flooding issues and improving water quality in the existing area.

The ordinances this request proposal fulfill is Sec. 26-202(6)c Stormwater Management and SWPPPs and Sec 26-203(5)(7) NPDES Municipal Separate Storm Sewer System (MS4) Program. Richland County will assist in performing maintenance to accepted drainage in this area with documented maintenance agreements and easements. Using the awarded SCIIP Grant funding, will provide additional resources for construction. This post-construction capital improvement project and water quality controls for the impaired water bodies identified on the 303(d) list in this area, will aid in reducing pollutant discharge to nearby Waters of the State while ensuring BMPs operate as designed.

The strategic initiative for this project is to help existing Richland County residents with flooding issues and installment of best management practices (BMPs) throughout the drainage infrastructure to improve water quality and provide a positive impact on the health and well-being of local ecosystems and communities.

This project will help existing Richland County residents with localized flooding issues and recommended management strategies selected (Low Impact development and Green Infrastructure) to improve water quality and habitat capabilities.

If denied, the residents/area will continue to flood during most storm events. Moreover, outdated infrastructure could become unfunctional and both watersheds (Mill Creek and Cabin Creek), which are on the state 303(d) list with impairments, will not benefit in improving water quality to meet state standards to the maximum extent practicable. This is an older 1970s built out community with limited right of way. Upgrading current pipes, installing BMPs for water quality and addressing localized flooding will make the best use of the current right of way area.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

The Richland County's Strategic Plan goals, objectives, and initiatives associated with this proposal are Goal 4 (Plan for Growth Through Inclusive and Equitable Infrastructure/Objective 4.1, 4.2) and Goal 5 (Achieve Positive Public Engagement/Objects 5.2). This proposed project is one of Stormwaters listed capital projects identified from the list of GIS hot spot areas noted throughout the county having critical infrastructure needing improvements. Using a project racking system, we were able to develop a capital improvement plan that identifies the needs of critical infrastructure, while also using an awarded SCIIP grant to help us provide the resources needed to implement drainage networks and watershed water quality improvements.

Goal 5 (Achieve Positive Public Engagement/Objects 5.2) will be met throughout this proposed project by developing public meetings and outreach that will educate the communities stakeholders and public of its benefits and the services Richland County Public Works and Woolpert will provide in daily processes. Once the project is complete, additional outreach using Richland County's media outlets will ensure messages boost morale, build target audiences media relations and provide technical information to communicate the County's efforts in service and projects with its citizens.

Richland County Council Request for Action

Subject:

An Ordinance amending the Richland County Code of Ordinances, Chapter 18, Offenses, by amending Section 18-4, Unsafe and Noxious Vegetation, so as to establish standards for unsafe and noxious vegetation, to define necessary terms, to provide that the responsible party of the property has a duty to maintain or remove unsafe and noxious vegetation and amend the cut back requirements for certain property lines, to provide a penalty for the failure to maintain or remove unsafe and noxious vegetation, and to remove language allowing a responsible party to request that work be done by the Department of Public Works for the County

Notes:

November 16, 2023 – The Development and Services Committee recommended Council approve the draft ordinance pending Administration’s review of the Land Development Code related to the “rural” zoning designation.

First Reading: December 5, 2023

Second Reading: December 12, 2023

Third Reading: February 6, 2024 {Tentative}

Public Hearing: February 6, 2024

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 18, OFFENSES, BY AMENDING SECTION 18-4, UNSAFE AND NOXIOUS VEGETATION, SO AS TO ESTABLISH STANDARDS FOR UNSAFE AND NOXIOUS VEGETATION, TO DEFINE NECESSARY TERMS, TO PROVIDE THAT THE RESPONSIBLE PARTY OF THE PROPERTY HAS A DUTY TO MAINTAIN OR REMOVE UNSAFE AND NOXIOUS VEGETATION AND AMEND THE CUT BACK REQUIREMENTS FOR CERTAIN PROPERTY LINES, TO PROVIDE A PENALTY FOR THE FAILURE TO MAINTAIN OR REMOVE UNSAFE AND NOXIOUS VEGETATION, AND TO REMOVE LANGUAGE ALLOWING A RESPONSIBLE PARTY TO REQUEST THAT WORK BE DONE BY THE DEPARTMENT OF PUBLIC WORKS FOR THE COUNTY.

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 Richland County Code of Ordinances, Chapter 18, Offenses; is hereby amended by deleting Section 18-4 and inserting:

Sec. 18-4. Unsafe and Noxious Vegetation

(a) Definitions. For purpose of this section:

(1) “Unsafe and noxious vegetation” is defined as trees, vines, grasses, shrubs, aquatic plants, and any other flora that poses a hazard or nuisance in accordance with the standards of this chapter.

(2) “Rural area” is defined as any property with an Agricultural (AG), Homestead (HM), Residential Transition (RT), or Open Space (OC) zoning designation whose primary use is residential or agricultural. Any property with an Agricultural (AG), Homestead (HM), Residential Transition (RT), or Open Space (OC) zoning designation whose primary use is non-residential or non-agricultural is not considered a rural area.

(3) “Developed” is defined as having any physical structure, public utility connection, or other public improvement.

(b) Standards. (1) Vegetation is deemed unsafe and noxious if it exceeds any of the following standards:

(A) Grass or weeds in excess of twelve (12) inches in height or trailing vines exceeding ten (10) feet in length;

(B) Dead or desiccated growth that poses a fire or other safety hazard and is located within ten (10) feet of a property line;

(C) Dead or desiccated growth that harbors infestations of insects, vermin, or rodents;

(D) Voluntary or involuntary cultivation of plants deemed by Richland County, the State of South Carolina, or the United States to be noxious for Richland County.

(2) The Sheriff may also declare a nuisance if there is demonstrated immediate or imminent physical risk.

(c) Declaration of nuisance. Unsafe and noxious vegetation on any lot or parcel of land in a developed area within the county may be deemed and declared a nuisance in the judgment of the sheriff in accordance with the provisions of this section.

(d) Duty of responsible party to maintain. It shall be the duty of any owner, lessee, occupant, agent, or representative of the owner of any lot or parcel of land in a developed area within the county to maintain or remove all unsafe and noxious vegetation, as described in this section, as often as may be necessary to prevent the growth of such unsafe and noxious vegetation. However, lots of one acre or more are not required to be cut back more than fifty (50) feet from a property line adjacent to a public right-of-way, and ten (10) feet from all other property lines.

(e) Notice to responsible party to maintain. Whenever the sheriff finds that unsafe or noxious vegetation exists upon any lot or parcel of land in a developed area within the county in such a manner as to constitute a nuisance, He may serve written notice upon the owner, the occupant of the premises, or upon the agent or representative of the owner of such land having control thereof to comply with the provisions of this section. It shall be sufficient notification to deliver the notice to the responsible party in person, by certified US mail, return receipt requested, or posted upon the property in a conspicuous location.

(f) Failure to comply with notice.

(1) If a person or entity fails to perform within fourteen (14) days after being duly noticed of a violation in accordance with this section, such person or entity shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding five hundred dollars (\$500.00) or imprisonment not exceeding thirty (30) days. Each subsequent day of nonperformance after the fourteen (14) day period constitutes a separate violation.

(2) A person or entity may be cited by the sheriff without providing a fourteen (14) day correction period for an infraction occurring within a three month period following the resolution of an initial failure to perform.

(g) Removal by county. In the event any property is determined to be a nuisance and the responsible party has not adequately performed within thirty days of the provision of notice, then the department of public works or its duly authorized agent or representative may enter upon any such lands and abate such nuisance by cutting and removing such unsafe or noxious vegetation, and the cost of doing so may become a lien upon the property affected, or may be recovered by the county through judgment proceedings initiated in a court of competent jurisdiction, or by any other means provided by law.

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

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

_____.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2023.

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.
First Reading:

Second Reading:

Public Hearing:

Third Reading:

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to codify the 2021 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2009 South Carolina Energy Conservation Code, and the 2020 National Electric Code (NDPA 70)

Notes:

First Reading: December 12, 2023

Second Reading:

Third Reading:

Public Hearing: February 6, 2024

**Informational Agenda Briefing**

Prepared by:	Aric Jensen, AICP	Title:	Assistant County Administrator
Department:	Administration	Division:	
Date Prepared:	December 5, 2023	Meeting Date:	December 12, 2023
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Special Called		
Subject:	First Reading: AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; SO AS TO CODIFY THE 2021 EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND THE 2009 SOUTH CAROLINA ENERGY CONSERVATION CODE, AND THE 2020 NATIONAL ELECTRIC CODE (NFPA 70).		

At its November 01, 2022 meeting, County Council approved the Development & Services Committee's recommendation to adopt the most current building code versions as mandated by the State of South Carolina as well as the 2021 International Property Maintenance Code. The latter is an optional permissive code which enables County Code Enforcement officers to address blighted and unsafe properties after construction and occupancy.

Though the codes were adopted, the County's associated ordinances were not simultaneously updated to reflect the Council's action. The ordinance must be updated to reflect the Council approved 2021 codes.

ATTACHMENTS:

1. November 01, 2022 Council Minutes
2. Ordinance to adopt the mandatory 2021 International Building Code series & the optional 2021 International Property Maintenance Code

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton.
The vote in favor was unanimous.

6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – There were no items for Executive Session.
7. **CITIZENS' INPUT**
 - a. For Items on the Agenda Not Requiring a Public Hearing – No one signed up to speak.
8. **CITIZENS' INPUT**
 - a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time)
 1. Ms. Gwendolyn Boykin, 3704 Judy Street, Columbia, SC 29223 – 2014 Flood Recovery.
9. **REPORT OF THE COUNTY ADMINISTRATOR**
 - a. Updates – There were no updates.
10. **REPORT OF THE CLERK OF COUNCIL**
 - a. Strategic Planning Forum (Annual Council Retreat): January 25-27, 2023 – Ms. Anette Kirylo, Clerk to Council, noted the Strategic Planning Forum (Council Retreat) will be held on January 25-27, 2023.
11. **REPORT OF THE CHAIR** – No report was given.
12. **OPEN/CLOSE PUBLIC HEARINGS**
 - a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article II, County Council; Section 2-14, Compensation of Council Members; so as to reflect the new annual salary for County Council
 1. Elaine Cooper, 3105 Dalloz Road, Columbia, SC 29204
 2. Mustafa Abdullah, 2101 Riding Ridge Road, Columbia, SC 29223
 - b. Developing a multi-county park with Fairfield County; authorizing the execution and delivery of an agreement governing the multi-county park; authorizing the inclusion of certain property located in Richland County in the multi-county park; authorizing the execution of an intergovernmental agreement; and other related matters – No one signed up to speak.
13. **APPROVAL OF CONSENT ITEMS**
 - a. 22-023MA, Gerald A. Lee, RS-MD to RM-MD (3.12 Acres), W/S Archie Drive, TMS# R17116-01-01 [SECOND READING]
 - b. 22-016MA, John Stephenson, M-1 to RS-LD (138.5 Acres), B/S Longwood Road, TMS # R18900-02-01 [SECOND READING]
 - c. 22-029MA, Douglas Putlock, NC to RS-MD (3 Acres), 1012 Bickley Road, TMS # R02415-02-01 [SECOND READING]
 - d. 22-032MA, Ervin Capers, HI to RU (4.86 Acres), 208 & 217 Gatehill Road & E/S McCords Ferry Rd., TMS # R38800-02-09, R38900-03-06 and R38900-03-07 [SECOND READING]
 - e. Community Planning & Development – Building Inspections – South Carolina Building Codes Council Mandated 2021 Code Cycle
 - f. Department of Public Works – Engineering Division – Comprehensive Transportation Improvement Plan (CTIP) budget and proposed projects for Fiscal Year 2023 (FY-23)
 - g. Move to direct the County Administrator to evaluate current zoning laws that permit zoning designations for large residential developments to remain in perpetuity and present options to re-evaluate and rezone those properties if they are not developed within 7 years. Recommendations should include processes to ensure that zoning and the comprehensive plan remain consistent with the lived character of the community [NEWTON – July 13, 2021]
 - h. Based on the below information, the matter of urban heat mapping should be referred to the Planning Commission for consideration. The expanding residential, commercial and transportation infrastructure

contribute to areas where temperatures are much warmer, and that could put people at risk of injury or death on hot days.

"This study will help demonstrate to local governments and others where we need to preserve undeveloped land and trees, plant additional trees or build other green infrastructure to reduce or prevent heat islands in Richland County," (Quinton) Epps said. (Division Manager, Community Planning and Development Department).

The heat-mapping initiative aims to improve understanding of and guide action to reduce heat health risks, encourage economic development and boost the area's quality of life overall, therefore, prior to council deciding what zoning needs to be placed in specific areas without having that information would be a dereliction of our duties to the residents of the county. [MALINOWSKI – August 30, 2022]

- i. Department of Public Works – Engineering Division – Summit Ridge/Summit Parkway Project
- j. Utilities Department – Engineering Services for the Design and Construction of an Elevated Water Tank
- k. Department of Public Works – Engineering Division – Little Jackson Creek Upditch Improvement Project

Ms. Newton moved to approve Items 13(a) – (k), seconded by Ms. Terracio.

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

The vote in favor was unanimous.

- l. Direct the County Administrator to look into what it will take to have Richland County CASA receive state funding to operate the way that all other CASA groups in the state do, with state funding. Richland County should not be excluded from something that is provided to all other counties by the state. [MALINOWSKI – May 3, 2022] – Ms. Terracio requested the maker of the motion to give an overview of the intent of the motion.

Mr. Malinowski stated Richland County CASA is the only County not funded by the State. His understanding is that because Richland County began the program prior to the other counties, when it came time for the State to approve funds they approved the funding for all of the other counties, but not Richland County's program. The motion is for the Administrator and staff to consult with CASA to provide the State with the information that could potentially allow us to receive State funding to support the County's CASA program. It is not an effort to end or defund CASA.

Ms. Mackey noted the motion out of committee was to develop a fiscal impact statement, which is what the Administrator needs to move forward.

Mr. J. Walker stated, for clarification, this is not an attempt to have the State to run the County's CASA program, but an inquiry regarding funding.

Mr. Malinowski responded in the affirmative.

Ms. Terracio inquired about the timeline to receive the information.

Mr. Brown responded the information was presented to the Administration & Finance Committee. At the committee meeting, he indicated if any further action was to take place the committee would need to make a recommendation to Council. A motion was forwarded out of the committee to direct the Administrator to develop a fiscal impact statement. At this time, he does not have a timeline for the process.

Ms. McBride inquired if we have discussed this matter with the Legislative Delegation.

Mr. Brown stated Mr. Dante Roberts, CASA Executive Director, has been in conversations with Dr. Kim Janha, Richland County Delegation Director. He noted it will take Council, Administration, CASA, and the Legislative Delegation working together to move this item forward.

Ms. McBride inquired about who runs the other counties' CASA programs.

Mr. Brown responded the other counties are under the State's program.

Mr. Wright noted the State's program is modeled after the County's program. When the State began its program, it allowed the County to continue running its program independently.

Mr. Livingston inquired if the County's program receives any State funding.

Mr. Roberts indicated the County's program does not receive any State funding.

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; SO AS TO CODIFY THE 2021 EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND THE 2009 SOUTH CAROLINA ENERGY CONSERVATION CODE, AND THE 2020 NATIONAL ELECTRIC CODE (NFPA 70).

WHEREAS, State Law enables the South Carolina Building Codes Council to regulate the adoption and enforcement of building codes in the state of South Carolina; and

WHEREAS, the South Carolina Building Codes Council has mandated that the 2021 editions of the International Residential Code with SC modifications, the International Building Code with SC modifications, the International Fire Code with SC modifications, the International Plumbing Code with SC modifications, the International Fuel Gas Code with SC modifications, and the International Mechanical Code with SC modifications are to be used for commercial and/or residential construction, effective January 1, 2023; and

WHEREAS, codification of the latest building codes is in the public interest as it provides accurate information to interested citizens.

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

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-82, Adopted; is hereby amended to read as follows:

Sec. 6-82. Adopted.

(a) There is hereby adopted by the County Council the 2021 South Carolina Residential Code, including Chapter 1 (Administration), and all amendments thereto, as is all published by the International Code Council, Inc.. The 2021 South Carolina Residential Code is the published version of the 2021 International Residential Code with South Carolina Modifications and may be referenced interchangeably. The construction, alteration, repair, or demolition of every detached one- and two- family dwelling structure, townhomes (not more than three stories) and accessory structures shall conform to the requirements of this Code.

(b) There is hereby adopted by the county council the 2021 South Carolina Building Code, including Chapter 1 (Administration), and all amendments thereto, , as is all published by the International Code Council, Inc. The 2021 South Carolina Building Code is the published version of the 2021 International Building Code with South Carolina Modifications and may be referenced interchangeably. The construction, alteration, repair, or demolition of every building or structure (other than a one or two family dwelling structure) shall conform to the requirements of this Code.

(c) There is hereby adopted by the County Council the 2021 South Carolina Existing Building Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The 2021 South Carolina Existing Building Code is the published version of the 2021 International Existing Building Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance or repair of existing buildings shall conform to the requirements of this Code.

SECTION II. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article V, Fire Prevention Code; Section 6-113, Purpose; is hereby amended to read as follows:

Sec. 6-113. Purpose.

The purpose of this article is to apply the provisions of the 2021 edition of the South Carolina Fire Code to all buildings and structures that are not regulated by the 2021 edition of the South Carolina Residential Code. The 2021 South Carolina Fire Code is the published version of the 2021 International Fire Code with South Carolina Modifications and may be referenced interchangeably.

SECTION III. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article V, Fire Prevention Code; Section 6-114, Adopted; applicability, etc.; Subsection (a); is hereby amended to read as follows:

(a) There is hereby adopted by the county council the 2021 edition of the South Carolina Fire Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc.

SECTION IV. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VI, Gas Code; Section 6-125, Purpose; is hereby amended to read as follows:

Sec. 6-125. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all piping extending from the point of delivery of gas for use as a fuel and designated to convey or carry the same gas appliances, and regulating the installation and maintenance of appliances designated to use such gas as a fuel, in all buildings and structures that are not regulated by the 2021 edition of the South Carolina Residential Code.

SECTION V. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VI, Gas Code; Section 6-126, Adopted; is hereby amended to read as follows:

Sec. 6-126. Adopted.

There is hereby adopted by the county council the 2021 edition of the South Carolina Fuel/Gas Code, and all amendments thereto, as published by the International Code Council, Inc. The 2021 South Carolina Fuel/Gas Code is the published version of the 2021 International Fuel/Gas Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance, or repair of all gas work shall conform to the requirements of this Code.

SECTION VI. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VII, Mechanical Code; Section 6-139, Purpose; is hereby amended to read as follows:

Sec. 6-139. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all mechanical systems and other related appurtenances that are not regulated by the 2021 edition of the South Carolina Residential Code.

SECTION VII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VII, Mechanical Code; Section 6-140, Adopted; is hereby amended to read as follows:

Sec. 6-140. Adopted.

There is hereby adopted by the county council the 2021 South Carolina Mechanical Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The 2021 South Carolina Mechanical Code is the published version of the 2021 International Mechanical Code with South Carolina Modifications and may be referenced interchangeably. The installation of mechanical systems, including alterations, repair, replacements, equipment, appliances, fixtures, and/or appurtenances shall conform to these Code requirements

SECTION VIII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VIII, Plumbing Code; Section 6-153, Purpose; is hereby amended to read as follows:

Sec. 6-153. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all plumbing and other related appurtenances that are not regulated by the 2021 edition of the South Carolina Residential Code.

SECTION IX. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VIII, Plumbing Code; Section 6-154, Adopted; is hereby amended to read as follows:

Sec. 6-154. Adopted.

There is hereby adopted by the county council the 2021 South Carolina Plumbing Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The 2021 South Carolina Plumbing Code is the published version of the 2021 International Plumbing Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance or repair of all plumbing work shall conform to the requirements of this Code.

SECTION X. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IV, Electrical Code; Section 6-96, Purpose; is hereby amended to read as follows:

Sec. 6-96. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all electrical installations that are not regulated by the 2021 edition of the International Residential Code.

SECTION XI. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IV, Electrical Code; Section 6-97, Adopted; is hereby amended to read as follows:

Sec. 6-97. Adopted.

The workmanship, construction, maintenance or repair of all electrical work shall conform to the requirements set forth in the 2020 edition of the National Electrical Code (NFPA 70) with SC modifications, published by the National Fire Prevention Association.

SECTION XII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IX, Swimming Pool Code; Section 6-168, Requirements; is hereby amended to read as follows:

Sec. 6-168. Adoption and requirements.

There is hereby adopted by the county council the 2021 International Swimming Pool and Spa (ISPSC) Code with Modifications, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The installation, workmanship, construction, maintenance or repair of all work shall conform to the requirements of this Code.

In addition to the requirements imposed by the 2021 edition of the International Swimming Pool and Spa (ISPSC) Code with Modifications, the following administrative requirements are hereby enacted:

- (1) A licensed swimming pool contractor shall be responsible for securing a permit from the County Building Official for the installation of any in-ground swimming pool or spa.
- (2) In the event an approved wall, fence, or other substantial structure to completely enclose the proposed pool is not in existence at the time an application is made for the permit to install a pool, it shall be the responsibility of the property owner to have the enclosure installed prior to the final inspection and, further, to ensure that said structure remains in place as long as the swimming pool exists.

SECTION XIII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article X, Property Maintenance; Section 6-182, Adoption; is hereby amended to read as follows:

Sec. 6-182. Adopted.

The 2021 edition of the International Property Maintenance Code and all amendments thereto, as published by the International Code Council, Inc., is hereby adopted verbatim and incorporated by reference.

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

SECTION XVI. Effective Date. This ordinance shall be effective retroactively from and after January 1, 2023.

RICHLAND COUNTY COUNCIL

BY: _____
Overture Walker, Chair

ATTEST THIS THE ____ DAY

OF _____, 2023

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

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

DRAFT

Richland County Council Request for Action

Subject:

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

Notes:

First Reading: December 12, 2023

Second Reading:

Third Reading:

Public Hearing:

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

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU
OF AD VALOREM TAXES AND INCENTIVE AGREEMENT BY AND
BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT
SHREDS TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES;
AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND
OTHER RELATED MATTERS.**

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

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

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

WHEREAS, Project Shreds ("Sponsor"), desires to expand a manufacturing facility in the County ("Project") consisting of taxable investment in real and personal property of not less than \$24,400,000 and the creation of 40 new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A ("Fee Agreement"), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (ii) locating the Project in the Park; and (iii) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: December 12, 2023
Second Reading: February 6, 2024
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

PROJECT SHREDS

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [_____, 2024]

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SUMMARY OF CONTENTS OF FEE AGREEMENT

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project Shreds	
Project Location		
Tax Map No.		
FILOT		
• Phase Exemption Period	30 years	1.1
• Contract Minimum Investment Requirement	\$24,400,000	1.1
• Investment Period	First day of any purchase or acquisition of Economic Development Property through five-year anniversary of Commencement Date	1.1
• Assessment Ratio	6%	4.1
• Millage Rate	.4753	4.1
• Fixed or Five-Year Adjustable Millage	Fixed	4.1
• Claw Back Information	See Exhibit E	6.1 and Exhibit E
Multicounty Park	I-77 Corridor Regional Business Park (Richland/Fairfield)	
Infrastructure Credit	Yes	
• Brief Description	20% per year for 10 years	
• Credit Term	10 years	
• Claw Back Information	See Exhibit E	
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“**Fee Agreement**”) is entered into, effective, as of _____, 2024, between Richland County, South Carolina (“**County**”), a body politic and corporate and a political subdivision of the State of South Carolina (“**State**”), acting through the Richland County Council (“**County Council**”) as the governing body of the County, and PROJECT SHREDS, a [] organized and existing under the laws of the State of [] (“**Sponsor**”).

WITNESSETH:

(a) Title 12, Chapter 44, (“**Act**”) of the Code of Laws of South Carolina, 1976, as amended (“**Code**”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“**FILOT**”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“**Infrastructure Credit**”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “**Infrastructure**”);

(c) The Sponsor has committed to expand a manufacturing facility (“**Facility**”) in the County, consisting of taxable investment in real and personal property of not less than \$24,400,000 and the creation of 40 new, full-time jobs;

(d) By an ordinance enacted on _____, 2024, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to expand its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“**Act**” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“**Act Minimum Investment Requirement**” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“**Administration Expenses**” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the

Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“Code” means the Code of Laws of South Carolina, 1976, as amended.

“Commencement Date” means the last day of the property tax year during which the initial Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2023.

“Contract Minimum Investment Requirement” means a taxable investment in real and personal property at the Project of not less than \$24,400,000.

“County” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” means the Richland County Council, the governing body of the County.

“Credit Term” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit D.

“Department” means the South Carolina Department of Revenue.

“Diminution in Value” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“Economic Development Property” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“Equipment” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“Event of Default” means any event of default specified in Section 7.1 of this Fee Agreement.

“Fee Agreement” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement, as may be supplemented or amended.

“Fee Term” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“FILOT Payments” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1 of this Fee Agreement.

“Final Phase” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2057, the Final Termination Date is expected to be January 15, 2029, which is the due date of the last FILOT Payment with respect to the Final Phase.

“Improvements” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Infrastructure” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“Infrastructure Credit” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2028.

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

“Multicounty Park” means the multicounty industrial or business park governed by the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

“Net FILOT Payment” means the FILOT Payment net of the Infrastructure Credit.

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“Sponsor” means Project Shreds and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

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

“State” means the State of South Carolina.

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii)

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

(c) The County identified the Project, as a “project” on December 12, 2023 by adopting an Inducement Resolution, as defined in the Act.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. Representations and Warranties of the Sponsor. The Sponsor represents and warrants as follows:

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

(b) The Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

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

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. The Project. The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2023. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2025, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated November 7, 2023, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property and Improvements portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 475.3 mills, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2023.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7 of this Fee Agreement.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1 of this Fee Agreement, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V ADDITIONAL INCENTIVES

Section 5.1. *Infrastructure Credits.* To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("***Credit Term***"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.]

ARTICLE VI CLAW BACK

Section 6.1. *Claw Back.* If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

ARTICLE VII DEFAULT

Section 7.1. *Events of Default.* The following are "Events of Default" under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "***Cessation of Operations***" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

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

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

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

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

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or

any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. *Indemnification Covenants.*

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “***Indemnified Party***”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any such documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse any Indemnified Party for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(f) The obligations under this Section 8.3 shall survive termination of this Fee Agreement.

Section 8.4. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under

this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. *Administration Expenses.* The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. *Primary Responsibility.* Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

Section 10.1. *Notices.* Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

Project Shreds
[To be provided]

WITH A COPY TO (does not constitute notice):

Haynsworth Sinkler Boyd, P.A.
Attn: Will Johnson
P.O. Box 11889
Columbia, South Carolina 29201

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. *Provisions of Agreement for Sole Benefit of County and Sponsor.* Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. *Counterparts.* This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, including specifically the obligations arising under Section 8.3 of this Fee Agreement, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. *Entire Agreement.* This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. *Waiver.* Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. *Business Day.* If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. *Agreement's Construction.* Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

PROJECT SHREDS

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

[TO BE PROVIDED]

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

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

1. Joinder to Fee Agreement.

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

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

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

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

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

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

4. Governing Law.

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

5. Notice.

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

[_____]

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

Date

Name of Entity
By:_____
Its:_____

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

RICHLAND COUNTY, SOUTH CAROLINA

By:_____
Its:_____

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

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

The County shall provide a 20% Infrastructure Credit against each FILOT Payment due and owing from the Sponsor to the County with respect to the Project as provided in this Agreement for a period of 10 consecutive years, beginning with the first such FILOT Payment due with respect to the Project.

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

Repayment Amount = Total Received x Claw Back Percentage

Claw Back Percentage = 100% - Investment Achievement Percentage

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement

For example, and by way of example only, if the County granted \$100,000 in Infrastructure Credits, and \$19,520,000 had been invested at the Project by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Investment Achievement Percentage = \$19,520,000/\$24,400,000 = 80%

Claw Back Percentage = 100% - 80% = 20%

Repayment Amount = \$100,000 x 20% = \$20,000

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

Richland County Council Request for Action

Subject:

Sunset Drive Sidewalk Project Award of Construction

Notes:

December 14, 2023 – The Transportation Ad Hoc Committee recommended Council award the construction contract to the lowest responsive and responsible contractor, Cherokee, Inc., in the amount of \$5,132,709.77, with a 10% construction contingency for a total approved amount of \$5,645,980.75.

**RICHLAND COUNTY
ADMINISTRATION**

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

**Agenda Briefing**

Prepared by:	Michael Maloney, PE	Title:	Interim Director
Department:	Transportation	Division:	
Date Prepared:	November 20, 2023	Meeting Date:	December 14, 2023
Legal Review	Patrick Wright via email	Date:	November 28, 2023
Budget Review	Abhijit Deshpande via email	Date:	December 4, 2023
Finance Review	Stacey Hamm via email	Date:	December 6, 2023
Approved for consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM
Meeting/Committee	Transportation Ad Hoc		
Subject	Sunset Drive Sidewalk Project Award of Construction		

RECOMMENDED/REQUESTED ACTION:

Staff recommends award of the construction contract to the lowest price, responsive, and responsible contractor, Cherokee, Inc in the amount of \$5,132,709.77 with a 10% construction contingency for a total approved amount of \$5,645,980.75.

Request for Council Reconsideration: ☒ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The Sunset Drive Sidewalk budget includes accounts: 13330248/532200 with \$3,489,436.30, as well as 13320003/532200 with \$2,156,544.45 to be transferred in for the remaining construction cost and contingency.

Applicable department/grant key and object codes: 13330248/532200
13320003/532200

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Please see the included letter of recommendation.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable

MOTION OF ORIGIN:

There is no associated Council motion of origin

STRATEGIC & GENERATIVE DISCUSSION:

The Richland County Transportation Department is initiating the construction of the Council approved project to improve the Sunset Drive corridor for pedestrian travel. The project is about 4,000 feet with retaining walls, clearing, watermain relocation, curb and gutter, sidewalks, pedestrian crossings, and guard rails.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

- Goal 4: Plan for growth through inclusive and equitable infrastructure
 - Objective 4.3: Create excellent facilities

Projects like this offer a solution to reduce vehicle traffic, provide a safer corridor, and support alternative travel using connected sidewalks.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The SLBE goal is 18% for the project. Cherokee, Inc has committed to 20% SLBE participation.

ATTACHMENTS:

1. Procurement Department Letter of Recommendation

**RICHLAND COUNTY GOVERNMENT
PROCUREMENT DEPARTMENT**

2020 Hampton Street, Suite 3064, Columbia, SC 29204
T 803-576-2130 | F 803-576-2135
richlandcountysc.gov

Attachment 1



November 21, 2023

To: Mr. Michael Maloney, Interim Director of Transportation

From: Deramus Forrester, Contract Analyst

CC: Mrs. Jennifer Wladischkin, Procurement Director, Mr. Michael P. Green, Project Manager

Re: RC-616-B-24 Sunset Drive Sidewalk Project

A bid opening was conducted at 2:00 PM on Tuesday, November 21, 2023, via the County's online procurement portal. Procurement has reviewed the (1) one submitted bids for the Sunset Drive Sidewalk Project which was submitted via Bonfire and found no discrepancies. The bids received were as follows:

Sunset Drive Sidewalk Project - BID RESULTS SUMMARY	
BIDDER	SUBMITTED BID
Cherokee, Inc.	\$5,132,709.77

Further review shows that Cherokee, Inc. is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A Non-Mandatory Pre-Bid Conference was held at 10 a.m. on November 6, 2023, during which attendees gained information and bidding directives for the project. See the attached sign-in log.

Attached is a final bid tab sheet for your reference which indicates Cherokee's bid is 18.75% higher than the Engineer's Estimate of \$4,322,227.50. The SLBE goal for this project is 18%, and Cherokee, Inc. committed to 20%.

Procurement's recommendation is that a contract be awarded to the lowest responsive and responsible bidder, Cherokee, Inc.

RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT AND CONTRACTING
2020 HAMPTON STREET, SUITE 3064, COLUMBIA, SC 29204-1002

Project #: RC-616-B-24	Project Name: Sunset Drive Sidewalk Project		Date: 11/6/2023
			Time: 10 am
COMPANY NAME	REPRESENTATIVE	EMAIL ADDRESS	TELEPHONE/FAX
AOS Specialty Contractors	John Williamson		803-798-6831
Neel-Schaffer CEI	Dennis Townsend		803-929-3656
	Charlton Hickman		
Richland County Transportation	Michael Green	green.michael@richlandcountysc.gov	803-766-5607
Hussey Gay Bell	Rebecca Connelly	rconnelly@husseygaybell.com	
Richland County OSBO	Margaret Jones	jones.margaret@richlandcountysc.gov	803-576-1540
Richland County Procurement	Tamar Black	black.tamar@richlandcountysc.gov	803-576-2132
	Tanner Threat		
Richland County Procurement	Deramus Forrester	forrester.deramus@richlandcountysc.gov	803-576-2133

***** PLEASE PRINT CLEARLY! IF THE INFORMATION IS NOT LEGIBLE YOUR ATTENDANCE MAY NOT BE CONSIDERED! *****

RC-616-B-24 Sunset Drive Sidewalk Project
Due Date 11/21/2023 2:00 pm

Total Cost

Cherokee, Inc.
\$5,132,709.77
0
\$ 0

Print this page

Board: Commercial Contractors

CHEROKEE INC

6928 CHEVAL STREET
COLUMBIA, SC 29209
(803) 776-4870

License number: 12263

License type: GENERAL CONTRACTOR

Status: ACTIVE

Expiration: 10/31/2024

First Issuance Date: 01/01/1992

Classification:

Grading-GD5

Highway Incidental-HI5

Water & Sewer Lines-WL5

Qualified By: Surety Bond

President / Owner: JOHN R JORDAN JR

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervised By

JORDAN JOHN (CQG)

[File a Complaint against this licensee](#)

Board Public Action History:

View Orders

View Other License for this Person

No Orders Found



REQUEST OF ACTION

Subject: FY24 - District 3 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$17,500** for District 3.

B. Background / Discussion

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 3 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 99,825
Auntie Karen Foundation	\$ 17,500
Total Allocation	\$ 17,500
Remaining FY2024 Balance	\$144,750

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY24 - District 4 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$4,000** for District 4.

B. Background / Discussion

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 4 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 81,325
Auntie Karen Foundation	\$ 4,000
Total Allocation	\$ 4,000
Remaining FY2024 Balance	\$119,750

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY24 - District 5 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$2,500** for District 5.

B. Background / Discussion

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 5 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 47,625
Richland County Library	\$ 2,500
Total Allocation	\$ 2,500
Remaining FY2024 Balance	\$ 35,150

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY24 - District 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$13,000** for District 7.

B. Background / Discussion

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 53,025
Oliver Gospel Mission	\$ 3,000
Auntie Karen Foundation	\$ 10,000
Total Allocation	\$ 13,000
Remaining FY2024 Balance	\$ 87,950

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY24 - District 8 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$3,750** for District 8.

B. Background / Discussion

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 8 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$135,125
Richland County Library	\$ 3,750
Total Allocation	\$ 3,750
Remaining FY2024 Balance	\$187,800

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY24 - District 9 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$9,315** for District 9.

B. Background / Discussion

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 9 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$222,325
Richland County Recreation	\$ 5,000
Foundation- Jazz Fest	
Richland County Library	\$ 4,315
Total Allocation	\$ 9,315
Remaining FY2024 Balance	\$250,435

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY24 - District 11 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** for District 11.

B. Background / Discussion

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 11 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$184,527
Richland County Library	\$ 5,000
Total Allocation	\$ 5,000
Remaining FY2024 Balance	\$242,552

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.