



CITY COUNCIL MEETING

MONDAY, AUGUST 17, 2020 | 7:00 PM

City Council will meet at 7:00 p.m. in Mauldin City Hall Council Chambers, 5 East Butler Road, Mauldin

Please note that members of the public may attend this meeting in-person but are encouraged to participate remotely through Webex. Please visit the City's website at <https://cityofmauldin.org/your-government/meeting-minutes-agendas/> to access the meeting via audio and videoconferencing.

AGENDA

1. Call to order

Mayor Terry Merritt

- a. Invocation
- b. Pledge of Allegiance
- c. Welcome

2. Proclamations and Presentations- Constitution Week Proclamation (Page 5)

3. Reading and approval of minutes

- a. City Council Meeting –July 20, 2020 (Pages 6-16) Mayor Terry Merritt

4. Public Comment

5. Report from City Administrator

6. Reports from Standing Committees

- a. Finance and Policy (Chairman Reynolds)
- b. Public Safety (Chairwoman King)
- c. Public Works (Chairman Kraeling)
- d. Economic Planning and Development (Chairman Matney)
- e. Building Codes (Chairwoman Kuzniar)
- f. Recreation (Chairman Black)

7. Unfinished Business

Ordinances - Second Reading

- a. Consideration and Action on an Ordinance to Amend Article 10 of the City of Mauldin Zoning Ordinance by Establishing Special Standards and Definitions for Small Box Variety Stores and Like Businesses and to Establish the Zoning Districts for Which They Can Locate (Building Codes) (Pages 17-70)

Diane Kuzniar, Chair of
the Building Codes
Committee

8. New Business

Ordinances – First Reading

- | | |
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| a. An ordinance to provide for the annexation of Property owned by Access 100, LLC, and located along Old Laurens Road by one hundred percent petition method; and to establish a zoning classification of I-1, Industrial, for said property (Building Codes) (Pages 71-80) | Diane Kuzniar, Chair of Building Codes Committee |
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Standing Committee Items

- | | |
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| b. Stormwater Policy (Pages 81-87) | Jason Kraeling, Chair of PW Committee |
| c. City Center Shelter Rental Price (Pages 88-99) | Dale Black, Chair of Rec Committee |
| d. Approval of Resolution for Master Lease (Pages - 100-103) | Michael Reynolds, Chair of Finance Committee |
| e. Audio-Visual System Upgrades for Council Chambers- (Page 104) | Michael Reynolds, Chair of Finance Committee |
| f. Mutual Aid Agreement and Contract with Clemson- (Pages 105-124) | Carol King, Chair of Public Safety Committee |
| g. Police K9 purchase- (Pages 125-126) | Carol King, Chair of Public Safety Committee |
| h. Approval of Memorandum of Agreement for of Juveniles (Pages 127-132) | Carol King, Chair of Public Safety Committee |
| i. Consideration of a contractual matter | Carol King, Chair of Public Safety Committee |
| j. Election of Mayor Pro Tempore (Committee of the Whole) (Page 133) | Mayor Terry Merritt |
| k. Consideration of a personnel matter involving the Recreation Department (Committee of the Whole) | Mayor Terry Merritt |

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| I. Consideration of a personnel matter involving the Fire Department (Committee of the Whole) | Mayor Terry Merritt |
| 9. Public Comment | Mayor Terry Merritt |
| 10. Council requests | |
| 11. Adjournment | |

PROCLAMATION

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2020, marks the two hundred and thirty-third anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Terry Merritt, Mayor of the City of Mauldin, South Carolina, do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

Terry Merritt, Mayor

ATTEST:

Cindy Miller, Municipal Clerk

Minutes
Mauldin City Council
July 20, 2020
7:00 p.m.

Members present were Mayor Terry Merritt, Council Members Taft Matney, Carol King, Michael Reynolds, Diane Kuzniar and Dale Black. City Attorney John Duggan and City Administrator Brandon Madden were also present.

1. Call to order- Mayor Terry Merritt
 - a. Invocation- Councilman Matney
 - b. Pledge of Allegiance- Councilman Matney
 - c. Welcome- Mayor Merritt
2. Proclamations and Presentations- None
3. Reading and approval of minutes- All minutes were approved by consent.
 - a. City Council Meeting –June 15, 2020
Special Called Council Meeting- June 18, 2020
Special Called Council Meeting- June 26, 2020
Special Called Council Meeting- July 6, 2020
4. Public Comment
 - a. Dr. Wendell James- Chief Clinical Officer for Prisma Health-Upstate
Dr. James was present to speak on the importance of wearing masks to prevent the spread of COVID-19. The concern is it is very contagious and the overall amount of people that can be sick at the same time is overwhelming to medical professionals and medical facilities. There is no mistaking the fact that wearing a mask helps mitigate the spread of this virus. Dr. James said he would like to see the whole County adopt an ordinance requiring masks like the one to be considered tonight. The state does not want to have to go back to shelter in place. This issue is not about rights, it is about responsibility. It is our responsibility to protect our fellow citizens.

We can flatten the curve by masking, social distancing, getting tested, self-isolating, and hand sanitizing.

Councilwoman Kuzniar asked about masks being worn by employees in retail stores, beauty shops, etc. Should both the employees and the customers be wearing masks?

Dr. James answered the CDC has found that in situations where both parties wear masks, the virus has much lower or no transmission. The highest risk places to transmit the disease are bars, beaches, and swimming pools because of all the socializing people are doing without masks.

- b. William Swent was present on behalf of Dollar General. Dollar General's model serves rural communities and has discounted prices by wholesale agreements with the companies whose products are sold. They are designated essential because they sell cleaning products and paper products such as toilet paper. There are two Dollar Generals in Mauldin, one is 20 years old and one is 10 years old. There is a Dollar Tree in Mauldin, so there are three small box variety stores in Mauldin. Mauldin is concerned about small box variety stores creating a food desert, but Mr. Swent's opinion is that this ordinance is not the best way to encourage healthy eating.

Mauldin has a Farmer's Market and that is a good way to put healthy options in front of people; education and access helps as well. Healthy options can be put in small box variety stores, but people's buying habits are not going to change. Small box variety stores have three managerial positions whereas grocery stores have one manager. Which one is better from a job perspective?

- c. James Hood: I beg you to pass this mask ordinance. My daughter is in a nursing home. I cannot go see her. Before the virus count got so high, I could sit outside and talk to her through a window. Now I cannot do that. Sunday, I take her flowers. Wednesday I take her candy. I have to pass it through a window and now I can only look at her. All of you can go home to your loved ones tonight; I would like to do that. Think about that. This virus is out of control. My daughter is married to a doctor. He said he would beat my butt if I do not wear a mask. I am urging you and begging you to pass this ordinance. Please.
- d. Ann Smith: I do believe we should wear a mask, but at the Sports Center, there is no way I could wear a mask and take Amanda's class. On the treadmill, or working out, you cannot wear a mask. It is not healthy. I cannot do it.

5. Report from City Administrator- None
6. Reports from Standing Committees
 - a. Finance and Policy (Chairman Reynolds)
 - b. Public Safety (Chairwoman King)- Chairwoman King congratulated George Miller on his promotion to Lieutenant.
 - c. Public Works (Mayor Merritt)- Mayor Merritt thanked Public Works for their hard work in operating under trying times. There are no inmates available right now to help with the work. The department is catching up with limb pickup.
 - d. Economic Planning and Development (Chairman Matney)- Beachin' Fridays has been canceled due to not being able to provide for social distancing.
 - e. Building Codes (Chairwoman Kuzniar)
 - f. Recreation (Chairman Black)
7. Unfinished Business

Ordinances - Second Reading

- a. Consideration and action on an Ordinance to Extend a Moratorium to Temporarily Suspend the Acceptance and Issuance of Permits and Business Licenses For Small Box Discount Stores Pending the Consideration of Amendments to the City Zoning Ordinance

Councilman Matney made a motion to consider this ordinance informally with Councilwoman King seconding. The vote was unanimous (6-0).

David Dyrhaug reported Mauldin City Council adopted a moratorium on new dollar store development on February 17, 2020. There has been concern about the possibility that the current moratorium could expire before the draft ordinance is adopted. The current moratorium expires on August 17, 2020. Right now, the draft ordinance is on pace to be adopted by City Council at second reading on August 17, 2020. In case the draft ordinance needs to undergo any revisions, the City Attorney, Daniel Hughes, has suggested it may be practical to extend the current moratorium. The ordinance has been prepared by Mr. Hughes and in effect extends the current moratorium for small box discount stores by 3 months.

Councilwoman Kuzniar made a motion to pass this ordinance with Councilman Matney seconding. The vote was unanimous (6-0).

8. New Business

Ordinances – First Reading

- a. Consideration and Action on an Ordinance to Amend Article 10 of the City of Mauldin Zoning Ordinance by Establishing Special Standards and Definitions for Small Box Variety Stores and Like Businesses and to Establish the Zoning Districts for Which They Can Locate

Since January, the Planning Commission has been studying issues pertaining to the proliferation of small box variety stores including dollar stores. These stores typically only offer a limited selection of processed foods and no fresh vegetables, fruits, or meats. This practice has led to concern that these types of stores are growing at a rate that might crowd out full-service grocery stores and thereby exacerbate the issue of food deserts. The Planning Commission approved unanimously to forward to council. Chairwoman Kuzniar made a motion to pass this on first reading. Councilman Matney seconded the motion. The vote was unanimous (6-0).

- b. Consideration and Possible Action on an Ordinance to Require Face Coverings Under Certain Conditions

Chairman Matney made a motion to pass this emergency ordinance requiring individuals to wear face coverings in certain conditions and matters thereto. Councilwoman Kuzniar seconded the motion.

Councilwoman King said she has gone back and forth on this ordinance. She appreciates the doctor coming in. She wears her mask when she goes out. Councilwoman King said she does not want to tell people what they have to do. She has a problem, too, with the second part of the ordinance which tells certain types of businesses that their employees have to wear masks, but the patrons do not. She wants people to have a choice if they wear a mask.

Councilwoman Kuzniar said she thinks that if the employees of restaurants, beauty shops, grocery stores, etc. have to wear masks, the patrons should as well to help stop the transmission of this virus.

Councilman Black said he believes in masks but does not want to tell someone they have to wear them. He would like the residents to use common sense. He also does not understand how this ordinance will be enforceable. The police department does not have enough people to enforce this.

Councilman Reynolds said he does not think the Council has the power to pass this ordinance. He would support a resolution, but not an ordinance that will be hard to enforce.

Mayor Merritt said he was sent some information. Masks help someone else avoid the virus. Governor McMaster said he would not pass a state-wide mandate because it is ineffective and impractical and not enforceable. It gives a false sense of security. Municipalities can pass rules, but the rules must be narrowly tailored.

Attorney General Wilson says a City can pass an ordinance such as this because this is a medical emergency, but it needs to be narrowly defined. An ordinance can violate a person's rights but must be handled on a case by case basis. This ordinance is similar to one that stops people from smoking in restaurants.

Councilman Matney said customers going into grocery stores and pharmacies would be wearing masks. Some employees who work in these places are teenagers and it is up to the adults to look after them. Ultimately, it is up to customers to wear their masks. There are exemptions in the ordinance if you cannot wear a mask because of health reasons. To speak to Councilman Black's comment, the fines are put in the ordinance as a deterrent. Law enforcement has other things to deal with. If there is a person being belligerent about wearing a mask, things may escalate.

The virus can go from nothing to everything. We do not know how it will affect people. Councilman Matney said he knows people who have no symptoms, some who were very sick, he has a neighbor who is in the hospital on a vent, and one whose family member died. This ordinance will expire on the 61st day. It is incumbent on us to adopt a 60-day emergency ordinance for our friends and people we serve.

Councilman Reynolds said this may be the first time the government has given this type of power to a municipality.

Mayor Merritt said he wears a mask and sometimes gloves. It makes common sense. He went to Maggie Valley and it is mandated County-wide there. He went to Gatlinburg and it is not mandated there, and people were everywhere, some wearing masks and some not. This is a controversial issue.

The vote was 3-3 with Councilman Black, Councilwoman King and Councilman Reynolds dissenting. The motion failed.

c. C- Fund Collaboration Request

Council is requested to consider a request from Mark III Properties to assist in funding the redesign of Standing Springs Road and Ashmore Bridge Road interchange in cooperation with the County of Greenville. Mark III Properties is the developer for the subdivision and is partnered with Greenville County and the SCDOT in a multi-jurisdictional project to improve the intersection of Ashmore Bridge Road and Standing Springs Road. The City has been asked to help fund the project in the amount of \$50,000. The project cost is about one million dollars. The developer, SCDOT, and the C-fund committee will be asked to fund the balance of the project.

Chairman Matney made a motion to approve this request for \$50,000 towards the interchange project with Councilwoman King seconding.

Mayor Merritt said we have had some experience with DOT projects, and they tend to have cost overruns where they come back and ask for more money. Greenville County just approved \$30,000,000 for the Woodruff Road improvement project. The Standing Springs/Ashmore Bridge intersection has been a failing project and they have not put any money in to repair it. Will they come back and ask for more money from the City? Van Broad said it is a DOT project and they will not ask for additional money. Mayor Merritt asked how many new homes will be in the area. Mr. Broad answered Bonnie Brae has 700-800, Ryan Homes has 200 homes coming, and there is more property out there for development.

Councilwoman Kuzniar asked what would happen if the City does not contribute the \$50,000. Mr. Broad said the project would continue and the developers would have to pitch in more money. He said the project really hinges on C-Funds, because the infrastructure of the road would not be paid for without those funds. David Dyrhaug said asking the City for money helps when they go to the C-Funds committee for funding because it shows multiple agencies will be funding the project.

John Duggan asked if the money from the City could be contingent on the C-funds being approved. Mr. Dyrhaug indicated yes.

Chairman Matney made a motion to amend his motion to make the \$50,000 contingent on the approval of C-funds money. Councilwoman King seconded the motion.

Councilman Reynolds said the intersection was poorly designed by DOT, not in the city limits, and we are being asked to fix DOT roads. Mayor Merritt said this intersection is in the city limits. Councilman Reynolds thanked the Mayor for the additional information.

The vote was unanimous (6-0).

9. Public Comment- Mayor Merritt said we are close to the 30-minute time limit on speakers.

- a. RC Jones- I am doing something I have never done before. First of all, I want to meet the Administrator. I have never met you before, but I have talked to you on the phone a couple of times. Before I start, I want to tell Mr. Black face to face, and I have not seen him to do this, but this dumb thing, when you told me you made a mistake, it was a mistake. I do not agree with it whatsoever and I do not think you would say you agree with it.

What I am here for tonight, I sat in that seat where Mr. Black is for two years, and I was Mayor for 8 years. I am going to try to tell you something. I have known this man for 42 years, and so for the sake of the press, let us assume 40. I am going to tell you something about this man that you probably do not know. I am going to compare his life to anyone's on this Council or in this building. I would like to, Mr. Mayor, and I know the rules, but when I get to a certain point, I want to ask him two or three questions real quick and it is a yes or no deal. It is your meeting.

Mayor Merritt: Normally there is not a discussion.

RC Jones: I understand. I can't compare my life to Mr. Black's. Mr. Black had two daughters and I had three. They went to school together, Mauldin High School, about the same time. I am going to take you through Mr. Black's life as I know it. The reason I am doing this is Pastor McCluney asked me to. He said we don't know this man at all. For 48 years, Mr. Black has lived in the same community. For 46 years, he has gone to the same church. For 37 years, he worked for the same company. The company would not have tolerated racism or sexism. He retired from there. When I left that seat, he ran for it, and has been there for 26 years. Either he is the smartest person, or we are the dummies. I served with him for six years. I have been in hundreds of meetings with him in those six years. I have had hundreds of meals with him, we used to go to Tommy's Snack Bar. I have never once heard that man say anything negative or racist about anyone.

I am going to ask a couple of questions. Real simple. Mr. Black, when Mr. Madden came up for this position, and it is a position, not a job. This is the captain of the ship; he makes more money than all of you make in two years. The top job in Mauldin. A position. When he came up, you didn't vote against him, did you?

Councilman Black: No, sir.

RC Jones: You voted for him.

Councilman Black: Yes, sir.

RC Jones: Let's go back about 15 years or so ago, in the neighborhood or vicinity of about 15 years ago. I was Mayor then. We came up with a position, and without misunderstandings, let's call it Assistant Judge, Miss Angela Martin. You didn't vote against her?

Councilman Black: No, sir.

RC Jones: So, you voted for her too?

Councilman Black: Yes, sir.

RC Jones: You surprised me. I started to get confused. Was Mr. Madden the only person that applied for the job?

Councilman Black: No, sir. There were 4 or 5 people we interviewed.

RC Jones: All black people?

Councilman Black: No, sir. He was the only one.

RC Jones: So, there were white people and you didn't vote against this man, you voted for him.

Councilman Black: Yes, sir.

RC Jones: Undoubtedly, I am confused. If you can still say this man is a racist, knowing he made a good choice with Brandon, you did make a good choice. We find ourselves here with someone that did something stupid. Someone asked me a few years ago if I had a Facebook, and I said I didn't want one, well this is why. I don't want to know your business and don't want you to know mine. People put silly stuff. Irregardless, there were people sending stuff out. So, you resend a tweet. Was that dumb? Absolutely. But according to my Constitution, we the people choose that seat. If we start tearing at the fabric of the Constitution and the Bill of Rights, this country is going down the tubes. Look at what is happening in Washington right now.

What I tell everyone is the Constitution says you will have elections and the people can send out their literature and have an election and whoever gets

the most votes wins the election. If you get 500 and I get 500, it doesn't matter and two weeks later you have another election. If someone gets one more vote, they are the winner and that is how you get your seat. If we start trying to undo the Constitution, we are in sad shape.

All I want to say, and the people have the right to protest it, they don't have to agree with me and I don't have to agree with them. They don't have to agree with anything I say. But what I want to say is this, back in 1956 or 1957, there was a gentleman that would preach the gospel. And he was standing in the pulpit in 1968 and he preached the Bible. The Bible that I use says Jesus said "Forgive them, Father, for they know not what they do" as he was being killed. Martin Luther King was preaching the gospel from the Bible and he got killed by a lunatic. Well, what stuck in my mind, Billy Graham and Martin Luther King, I am from Georgia and he is from Georgia, so I knew him well. My dad got killed at age 41. I was 11. Martin Luther King was killed at age 39 and his son was 10, so I know what they went through.

When we look at all this, and what goes through my mind is I Have a Dream. You all have heard that. He would come into something about the dream he preached about. What comes to me is how stupid this country used to be. But we are making progress. Are we there yet? Absolutely not. Let me tell you this, when a man stands there and says I have a dream and I hope one day I can stand in a nation where my kids don't have to be judged by the color of their skin, but by the content of their character.

I just told you what his character is, Dale Black. I know him well. Mayor, I have known you for 30, 35 years, but I have known him for 40 plus years. I served with him for six years, never ever, and no one can stand here and say that they have ever heard him say anything racist about anyone. Anyone. Hitler, anyone you want to name. So, when Pastor Carl McCluney asked me to say something about Dale Black, he said we aren't trying to crucify the man, we just want to find out about him. I don't know how to make it any clearer or plainer. I couldn't stand here and talk to you about any of these other people except the Mayor. I have had some conversations with them, but don't know them. I am going to leave this with you.

Back in 1955 or 1956, 60 or 65 years ago, I heard this song. You can believe me or not, but about two weeks ago, this song popped in my head, and I haven't heard it in 65 years. But it won't go out. I go to bed, it's there, I get up, it's there, I eat lunch, it's there. It was a song recorded by several people- Waylon Jennings, Porter Wagoner, Hank Williams. It was true when Christ was on there, true back in 56, 57, and it is true today and true forever. I want the people to listen to this, Mayor. It is real short. Just listen to this.

Audio recording. RC Jones sings along "Unless you have made no mistakes in your life, be careful of stones that you throw. If you have never made a mistake in your life, be careful of stones that you throw."

Thank you for the time. I have never done this before. I apologize for hurting your ears. I can't carry a tune in a bucket, but those words are so, so true.

The last word I have for you is this according to my Bible this old waggly tongue is going to send more people this way than this way. Dale should apologize, apologize, apologize, it was wrong, but it was nothing to be thrown out of that seat for. The Constitution says it is not done that way. When you run again, they need to vote you out.

Mayor Merritt: We have exceeded our thirty minutes of public comment. However, I am going to give anyone who wants to speak on the rebuttal side- Reverend McCluney. Mr. Wilson, you signed up to speak. Strike that.

Bruce Wilson: I think it is best if I speak, Mayor. It is best if I spoke.

Mayor Merritt: No, you have already spoken to this body before.

Bruce Wilson: I put my name on the list. You let this man speak all this time.

Mayor Merritt: Then we can just gavel this over.

Bruce Wilson: Then gavel it over then. You just let that man talk for that long of a time. We got here early, put our names on the list.

Mayor Merritt: We are over the thirty minutes. I read that before we started this meeting.

Bruce Wilson: You said you would let it go over... Be respectful now, Mayor, come on now.

Mayor Merritt: Reverend McCluney, if you would like to speak, please do so.

Bruce Wilson: You actually going to go for that? Don't do that bro. Don't even do that. That is the problem now. We keep letting them control us. Don't do that. Let him close it if he wants to. I would prefer that to happen. After that man talked that long. Don't even go for that. We have to stand up and stop it. I want each one of these members to get this, these text messages. Talk about freedom of speech, Mayor, I wanted you to read this.

See what freedom of speech is really about when you talk about killing somebody.

Mayor Merritt: I will let you speak, Mr. McCluney.

Bruce Wilson: That is absolutely ridiculous. You can't be hand picking. That is what we call it, hand picking. You can't be picking who you want to speak for this community. That is what the problem is now. We allow individuals to get hand-picked and pacify the oppressors. That is the problem. Do you know what this picture is? This is a young lady that got bit. Here in Mauldin. Mauldin. Not nowhere else. Mauldin. When this woman got bit, the guy said white power. Bit her face and said nigger blood tastes good. This happened in Mauldin. This happened in Mauldin. Mauldin. When we start talking about white supremacy and racism, that is what this is. This happened in Mauldin.

Mayor Merritt: Alright, we are adjourned. Any council requests?

Bruce Wilson: I hope your request is to let me speak. I am going to be very respectful.

Mayor Merritt: You are out of order. Mr. Wilson, sit down.

Bruce Wilson: I will never sit down, sir. Not like that. Not like that. Go get the Chief. I will not sit down. You can put me out, but I will not sit down. I will not sit down. No, I do not. Don't you tell me to sit down. I am the wrong person. Not me.

People in courtroom: Let him speak, let him speak, let him speak, let him speak...

Woman in courtroom: That's racism at its finest. Teach your kids what to do. I have been out here since 9:00 a.m. I have walked and learned. Be ashamed of yourselves. Get out of my face. Get out of my face.

10. Council requests

11. Adjournment- Mayor Merritt adjourned the meeting.

Respectfully Submitted,

Cindy Miller
Municipal Clerk

CITY COUNCIL AGENDA ITEM

MEETING DATE: August 17, 2020

AGENDA ITEM: 7a

TO: City Council
FROM: Business & Development Services Director, David C. Dyrhaug
SUBJECT: Regulation of Small Box Variety Stores
*** SECOND READING ***

BACKGROUND

Since January, the Planning Commission has been studying issues pertaining to the proliferation of small box variety stores including dollar stores. These stores typically only offer a limited selection of processed foods and no fresh vegetables, fruits, or meats. This practice has led to concern that these types of stores are growing at a rate that might crowd out full-service grocery stores and thereby exacerbate the issue of food deserts. On February 17, 2020, the Mauldin City Council adopted a moratorium on new discount stores.

ABOUT THE DRAFT ORDINANCE

The attached draft ordinance considers the input provided by the Planning Commission. This ordinance includes a preamble section containing several “whereas” statements to provide context and findings that are the basis for the ordinance. Please note that the preamble section has been slightly reworded by the City Attorney since the public hearing.

The ordinance defines a “small box variety store” similarly to other communities including Kansas City and New Orleans. The ordinance uses the term “small box variety store” over terms such as discount store or dollar store because it is more consistent with the definition provided. Although a typical square foot threshold of 15,000 is included in the definition, there is also a qualifying statement included which indicates that stores exceeding that threshold are not necessarily excluded from the definition. This ordinance further exempts small box stores that (1) contain a prescription pharmacy; (2) sell gasoline or diesel fuel; (3) primarily sell specialty food items (e.g., meat, seafood, cheese, or oils and vinegars); (4) dedicate at least 15% of shelf space to fresh or fresh frozen foods; or (5) dedicate less than 5% of shelf space to food sales.

The ordinance lists “small box variety stores” as a conditional use in the City’s commercial districts including CRD, C-1, and C-2. The main conditional standard that applies is a dispersal requirement that no small box variety store shall be located within one mile of any other small box variety store inside or outside the City limits of Mauldin.

PUBLIC HEARING

At its meeting on June 23, 2020, the Planning Commission conducted a public hearing for this ordinance. At the public hearing, the following individuals provided comments.

- Mr. William Swent, of the Fox Rothschild Law Firm, representing its client Dollar General, spoke in **opposition** to the ordinance. Mr. Swent explained Dollar General's business model and highlighted how Dollar General is a positive resource for the community. He expressed concerns about the basis of the ordinance and asserted that the ordinance does not provide equal protection to his client.
- Mr. Scott Westberg, District Manager of Family Video, spoke in **opposition** to the ordinance. Mr. Westberg commented that Family Video will not be able to continue to operate and that they are fortunate that Dollar General is considering leasing their space and retaining their employees. Mr. Westberg also commented that Dollar General will make the property look great.
- Mr. Jason Kraeling, 234 Devin Drive, spoke in **favor** of the ordinance. Mr. Kraeling remarked that it is time for the City of Mauldin to examine what type of community it wants to be. Mr. Kraeling also commented that citizen access to dollar stores does not appear to be deficient in Mauldin.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the attached ordinance at its meeting on June 23, 2020. By a unanimous vote, 6-0, the Planning Commission has forwarded this ordinance to the City Council with a recommendation of approval.

REQUEST

Consider second reading of the attached ordinance.

ATTACHMENTS

Draft Ordinance
Map of 1-mile dispersal standard

ORDINANCE # _____

AN ORDINANCE TO AMEND ARTICLE 10 OF THE CITY OF MAULDIN ZONING ORDINANCE BY ESTABLISHING SPECIAL STANDARDS AND DEFINITIONS FOR SMALL BOX VARIETY STORES AND LIKE BUSINESSES AND TO ESTABLISH THE ZONING DISTRICTS FOR WHICH THEY CAN LOCATE.

WHEREAS, there has been a considerable increase in the number of small box variety stores nationwide in the last several years; and,

WHEREAS, small box variety stores typically open in food deserts, which in urban areas, a “far” distance from a grocery store or supermarket is one (1) mile; and,

WHEREAS, small box variety stores typically offer mostly inexpensive, energy-dense, low-nutritive foods and beverages rather than fresh, nutritious food found at grocery stores; and,

WHEREAS, as the number of small box variety stores increase so do the number of people who use a small box variety store for their grocery shopping thereby reducing people’s access to healthy food options; and,

WHEREAS, recent studies¹ show that small box variety stores can discourage grocery stores from opening, eliminate locally owned grocery stores, reduce access to fresh and affordable produce, and harm job growth; and,

WHEREAS, many small box variety stores do not include Women, Infants and Children (WIC) Nutrition Program essential items and therefore are not certified to accept WIC coupons; and,

WHEREAS, a number of small box variety stores are already in operation in and around the City of Mauldin; and,

WHEREAS, some of the small box variety stores are currently in close proximity to one another; and,

¹ See the following attached hereto as Exhibit “A”:

www.ilsr.org/dollar-stores;

https://www.academia.edu/7660189/Disparities_and_access_to_healthy_food_in_the_United_States_A_review_of_food_deserts_literature;

<https://www.theguardian.com/business/2018/aug/13/dollar-general-walmart-buhler-haven-kansas>

<https://ilsr.org/dollar-stores-target-cities-towns-one-fights-back/>

<https://www.theguardian.com/us-news/2018/jun/28/dollar-store-ripping-people-off-poverty-inequality>

<https://progressive.org/magazine/dollar-stores-prey-on-the-poor-sainato-191001/>

<https://civileats.com/2018/12/17/dollar-stores-are-taking-over-the-grocery-business-and-its-bad-news-for-public-health-and-local-economies/>

WHEREAS, the regulation of small box variety stores will promote the efficient use of land and resources in the City of Mauldin and is necessary to protect the health, safety, and welfare of the citizens of the City of Mauldin; and,

WHEREAS, pursuant to properly published public notice, the Mauldin Planning Commission considered this matter at a public hearing on June 23, 2020.

NOW THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Mauldin, South Carolina, in council assembled and by the authority thereof that the Mauldin Municipal Code be amended as follows:

Section 1 Amendment. Amend Section 3:3, Definitions, of Article 3, as follows (*language that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language is not ~~struck through~~ or underlined is not to be changed, and *** represents sections of the Zoning Ordinance that have been skipped and remain unchanged*):

ARTICLE 3. – ZONING DISTRICTS, GENERAL STANDARDS, DEFINITIONS

Sec. 3:3 – Definitions

Fresh or Fresh Frozen Foods. Food for human consumption that is unprocessed, or otherwise in its raw state; food that was quickly frozen while still fresh. This includes unprocessed meat and seafood.

Small Box Variety Store. A retail store typically 15,000 square feet or less that sells at retail an assortment of physical goods, products, or merchandise directly to the consumer, including food or beverages for off-premise consumption, household products, personal grooming and health products, and other consumer goods. A store that exceeds 15,000 square feet is not necessarily excluded from this definition if it still coincides with the remaining characteristics described herein and the intent of associated regulations. Small box variety stores do not include small box stores that:

- (1) Contain a prescription pharmacy;
- (2) Sell gasoline or diesel fuel;
- (3) Primarily sell specialty food items (e.g. meat, seafood, cheese, or oils and vinegars);
- (4) Dedicate at least 15% of shelf space to fresh or fresh frozen foods; or
- (5) Dedicate less than 5% of shelf space to food sales.

Section 2 Amendment. Amend Article 5, Zoning District Regulations, as follows (*language that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be*

*added, language is not ~~struck through~~ or underlined is not to be changed, and *** represents sections of the Zoning Ordinance that have been skipped and remain unchanged):*

ARTICLE 5. – ZONING DISTRICT REGULATIONS

Sec. 5:6 – CRD, Central Redevelopment District

5:6.1 Uses Permitted

Retail sales, except small box variety stores

5:6.3 Conditional Uses

Small box variety store

Sec. 5:7 – C-1, Commercial District

5:7.1 Uses Permitted

Convenience store (without a carwash and with a maximum size of two thousand five hundred (2,500) square feet, a minimum size of one thousand (1,000) square feet, and limited to one (1) fuel service area that can serve no more than four (4) vehicles at one time), except small box variety stores

5:7.3 Conditional Uses

Adult Care Center

Child Care Center

Multi-family dwellings (in accordance with provisions of Section 8:1 and Section 10:13)

Small box variety store

Sec. 5:8 – C-2, Highway Commercial District

5:8.1 Uses Permitted

Convenience store (with or without a car wash and no size restriction), except small box variety stores

5:8.3 Conditional Uses

Adult Care Center

Child Care Center

Multi-family dwellings (in accordance with provisions of Section 8:1 and Section 10:13)

Small box variety store

Section 3 Amendment. Amend Article 10, Conditional Uses, by adding a new section 10:15, Small Box Variety Store, as follows (*language that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language is not ~~struck through~~ or underlined is not to be changed, and *** represents sections of the Zoning Ordinance that have been skipped and remain unchanged*):

ARTICLE 10. – CONDITIONAL USES

Sec. 10:15 – Small Box Variety Store

10:15.1 Applicability and Purpose

A small box variety store may be allowed as a conditional use within the CRD, C-1, and C-2 districts and is subject to the standards contained herein.

The purpose of these standards is to limit over-concentration of small box variety stores and to allow for more diverse retail options and convenient access to fresh meats, fruits and vegetables.

10:15.2 Separation Requirements

No small box variety store shall be located within one (1) mile or 5,280 feet of any other small box variety store inside or outside the City limits of Mauldin. The required separation distance shall be measured in a straight line from the nearest point on the lot line of the property occupied by a small box variety store to the nearest point on the lot line of the subject property.

Section 4. This ordinance shall become effective upon and after its final passage.

Passed on First Reading: _____

Passed on Second Reading _____

CITY OF MAULDIN, SOUTH CAROLINA

BY: _____
Terry Merritt, Mayor

ATTEST:

Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

City Attorney

Dollar Store Impacts

Dollar General, Dollar Tree, and Family Dollar have big expansion plans. But are these chains good for communities? **Get the facts and learn what you can do.**

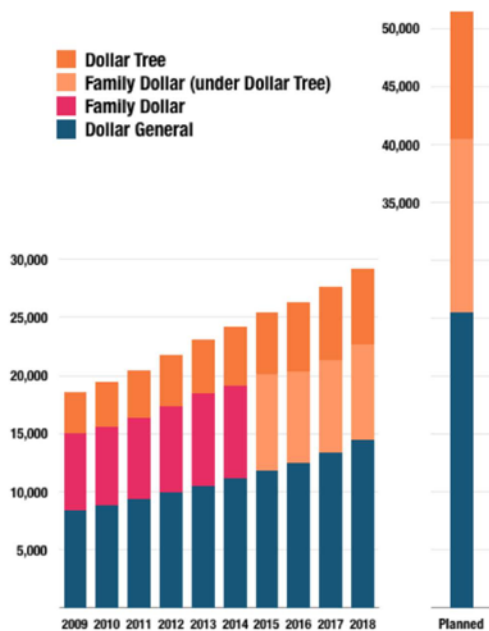
Dollar stores are multiplying rapidly. Since 2011, two dominant chains – Dollar General and Dollar Tree, which acquired Family Dollar in 2015 – have grown from about 20,000 locations to nearly 30,000 total. Both plan to expand even further. In recent annual reports, the two chains indicate they have identified locations for a combined total of 20,000 additional outlets.

While dollar stores sometimes fill a need in cash-strapped communities, growing evidence suggests these stores are not merely a byproduct of economic distress. They're a cause of it. In small towns and urban neighborhoods alike, dollar stores are triggering the closure of grocery stores, eliminating jobs, and further eroding the prospects of the vulnerable communities they target.

The dollar chains have thrived in part by taking advantage of lax land use policies. New dollar stores, which are generally smaller than 10,000 square feet, are often subject to little or no planning review or other permitting hurdles. But communities do have the authority to check their spread – and some are starting to use it.

Rapid Expansion of Dollar Stores

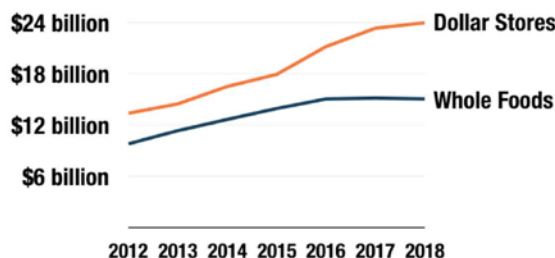
"Planned" stores are based on "identified locations" as reported by the major dollar store chains.



Source: Dollar General, Dollar Tree, and Family Dollar Annual Reports

For more information, see ILSR's research on dollar stores on our website, at www.ilsr.org/dollar-stores

Although most dollar stores sell no fresh food and only a limited selection of packaged foods, the two major dollar chains are now feeding more Americans than Whole Foods is.



Source: Chain Store Guide | Note: "Dollar Stores" combines data from Dollar General and Dollar Tree, which owns Family Dollar

Eliminating Grocery Stores

Dollar stores are taking a toll on grocery stores and, in many cases, reducing people's access to fresh food. In small towns, which are often served by a single locally owned supermarket, a dollar store's arrival typically cuts sales at the supermarket by about 30 percent.¹ In most cases, that's enough to put a local grocer out of business, leaving the community's commercial district without an anchor and negatively impacting other businesses.

In cities, dollar stores concentrate in areas that already have few or no grocery stores.² Our research suggests that they often target African American neighborhoods.³ Their strategy of saturating these neighborhoods with multiple outlets can make it nearly impossible for new grocers and other businesses to take root and grow.

Dollar stores are a poor substitute for grocery stores. A typical dollar store carries no fresh produce, only a limited selection of processed foods. And they aren't necessarily less expensive. Packaged in single-serving quantities, their food offerings have lower price points, but are often more expensive per ounce.⁴

"What the dollar stores are betting on in a large way is that we are going to have a permanent underclass in America."⁵

– Garrick Brown, retail analyst, Cushman & Wakefield

Fewer Jobs and Lower Wages

Dollar stores employ fewer people than the grocery stores they eliminate. Dollar General outlets have a nine-person staff on average, while small independent grocery stores employ an average of 14 people.⁶

Dollar store jobs are not only fewer in number but also low-wage and low quality. Employees are monitored intensely and subject to a “web of contradictory work policies.”⁷ Store managers earn a salary of about \$40,000 but must work long hours without overtime. Court records reveal that dollar chains frequently face class-action lawsuits for violating fair labor laws, typically paying millions to settle such suits out of court.⁸ These companies also lean heavily on taxpayers to subsidize their employees’ healthcare.⁹

Left-Behind Places

Dollar stores worsen inequality by extracting wealth from vulnerable communities, leaving them to fall further behind.¹⁰ As dollar stores multiply, they’re contributing to a growing disparity between communities that have access to fresh food and healthy local economies, and those who do not.

“The jobs, tax dollars, and even any profits generated from a local grocery store go back to community,” David Procter, Director of the Rural Grocery Initiative at Kansas State University, explains. “Profits from Dollar General are going back to their corporate office, not to the community.”¹¹

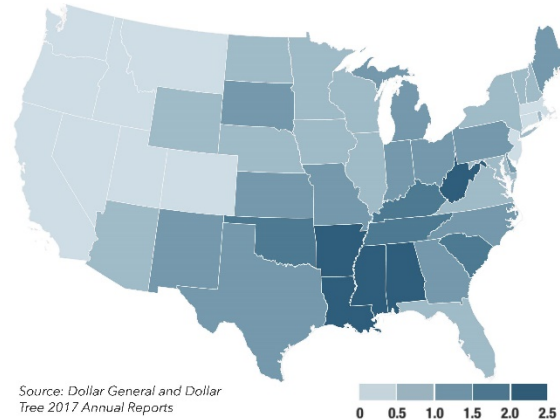
“When dollar stores are able to proliferate – in poor, black, and brown communities – it makes it more difficult for grocers to come and survive.”¹²

– Vanessa Hall-Harper, City Councilor, Tulsa, Okla.



Dollar Stores by State

Dollar General, Dollar Tree, and Family Dollar locations, per 10,000 Residents



What Your Community Can Do About Dollar Stores

- **Set Limits on Chains** – Cities and towns have authority to adopt “formula business” ordinances that place limits on the ability of chains to open new locations.¹³ These ordinances apply to dollar store chains and they’ve been enacted in dozens of cities and towns.
- **Adopt a Dispersal Policy for Dollar Stores** – Cities can adopt dollar store dispersal restrictions to reduce the growing concentration of these stores.¹⁴ Leaders in Tulsa, Okla., amended the city’s zoning code to require new dollar stores be no less than one mile from existing stores in North Tulsa, one of the city’s hardest-hit food deserts.
- **Strengthen Planning Review Policies** – Cities and towns can elect to designate particular retail uses, including “small box discount stores,” as conditional uses. This means that these stores must undergo a review and meet certain conditions before they are permitted to open. These conditions can include economic impact criteria.¹⁵
- **Expand Financing for Locally Owned Grocery Stores** – One of the biggest barriers entrepreneurs face in starting new grocery stores is securing a business loan.¹⁶ Programs such as the Pennsylvania Fresh Food Financing Initiative, which supported more than 80 grocery store projects, can incubate new stores in underserved areas.¹⁷ Funding for new financing programs could come from eliminating tax incentives for chain stores, dollar stores included.¹⁸
- **Make Your Voice Heard** – Everyday people are organizing campaigns to raise awareness about the threats dollar stores pose to their communities. As Tulsa developed its ordinance, hundreds of residents attended meetings and submitted formal comments; some organized protests of new dollar store development. Their actions led not only to local policy wins but also focused national attention on dollar store impacts and inspired other communities to act.

ENDNOTES 1. Sales drops of roughly 30% have been reported in numerous accounts of small-town grocery stores after a Dollar General opens. See, e.g., “Where even Walmart won’t go: how Dollar General took over rural America,” C. McGreal, *The Guardian*, Aug. 13, 2018. 2. “Dollar Days: How Dollar Stores Are Growing In A Weak Economy,” A.T. Natunewicz, *Colliers International*, “Disparities and access to healthy food in the United States: A review of food deserts literature,” R.E. Walker, C.R. Keane, & J.G. Burke, *Health & Place*, 2011, 16(5): 876-884. 3. “Dollar Stores Are Targeting Struggling Urban Neighborhoods and Small Towns. One Community is Showing How to Fight Back,” M. Donahue & S. Mitchell, ILSR, Dec. 2018. 4. “Dollar stores are thriving - but are they ripping off poor people?” J. Eskenazi, *The Guardian*, June 28, 2018. 5. “Dollar General Hits a Gold Mine in Rural America,” M. Frazier, *Bloomberg Businessweek*, Oct. 11, 2017. 6. Dollar General, 2018 Annual Report; U.S. Economic Census. 7. “Employees or Suspects? Surveillance and Scrutiny of Low-Wage Service Workers in U.S. Dollar Stores,” T.L. Vargas, *J. of Labor & Society*, 2017. 8. “Join The Booming Dollar Store Economy! Low Pay, Long Hours, May Work While Injured,” D. Jamieson, *The Huffington Post*, Aug. 29, 2013. 9. “New Data Show How Big Chains Free Ride on Taxpayers at the Expense of Responsible Small Businesses,” S. Mitchell, ILSR, 2013. 10. “What Dollar Store Locations Reveal About America,” R. Florida, *Citylab*, Feb. 2012; “The Growing Inequality Between America’s Superstar Cities, and the Rest,” R. Florida, *Citylab*, Nov. 2018. 11. See supra note 3. 12. *Ibid.* 13. See “Formula Business Restrictions,” ILSR. 14. See “Dollar Store Dispersal Restrictions,” ILSR. 15. See “Economic Impact Review,” ILSR. 16. See “Access to Capital for Local Businesses,” ILSR. 17. “Pennsylvania Fresh Food Financing Initiative,” S. Mitchell, ILSR, 2010. 18. See “Banning Public Subsidies for Big Retailers,” ILSR | PHOTO CREDIT Councilor V. Hall-Harper (top right) – Vice News, April 7, 2018.

For more information, see ILSR’s research on dollar stores on our website, at www.ilsr.org/dollar-stores

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Disparities and access to healthy food in the United States: A review of food deserts literature

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ABSTRACT

Increasingly, studies are focusing on the role the local food environment plays in residents' ability to purchase affordable, healthy and nutritious foods. In a food desert, an area devoid of a supermarket, access to healthy food is limited. We conducted a systematic review of studies that focused on food access and food desert research in the United States. The 31 studies identified utilized 9 measures to assess food access. Results from these studies can be summarized primarily into four major statements. Findings from other countries offer insight into ways, in which future research, policy development and program implementation in the U.S. may continue to be explored.

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1. Background

Environmental conditions have been extensively explored as contributing factors in promoting health disparities (Lee, 2002; Sexton, 2000). It is widely accepted that racial/ethnic minority neighborhoods are disproportionately affected by increased rates of morbidity, mortality and adverse health outcomes (Cubbin et al., 2001; Deaton and Lubotsky, 2003). These disparities are believed to be associated with factors, including residential segregation, poverty and neighborhood deprivation (Gee and Payne-Sturges, 2004), which can lead to adverse health outcomes. Previous studies focused on the ill-effects of neighborhood deprivation have reported the tendency of poor and minority neighborhoods to have an increased exposure to unhealthy advertisements for tobacco and alcohol (Morello-Frosch et al., 2002), fewer pharmacies with fewer medications (Morrison et al., 2000), and fewer supermarkets which offer a larger variety of affordable and healthy foods compared to smaller convenience stores (Morland et al., 2002b). The latter is of importance due to the emergence of "food deserts" in many low-income and minority neighborhoods that result from the absence of a supermarket.

The phrase "food desert" was first used in the early 1990s in Scotland by a resident of a public housing sector scheme (Cummins and Macintyre, 2002). Since that time, the phrase has been used

differently by different researchers. For example, in a study by Hendrickson et al. (2006) food deserts were defined as "urban areas with 10 or fewer stores and no stores with more than 20 employees" (2006: 372). Cummins and Macintyre (2002) define food deserts as "poor urban areas, where residents cannot buy affordable, healthy food" (Cummins and Macintyre, 2002). The latter definition focuses on the type and quality of foods rather than the number, type and size of food stores available to residents. Beyond these descriptions, there is a lack of consensus on the definition of food deserts (Hendrickson et al., 2006), and what measures are required for identifying food deserts, thereby contributing to the debate about their actual existence (Cummins and Macintyre, 2002; Cummins, 2003; Reisig and Hobbiss, 2000; Shaw, 2006).

In the U.S., several theories to how food deserts formed have been postulated. One theory has been associated with both the development and closure of stores (Curtis and McClellan, 1995; Guy et al., 2004). It is believed that the growth of large chain supermarkets on the outskirts of inner-cities in more affluent areas offer consumers a better quality, variety and price for food options. Additionally, these venues tend to have longer business hours and better parking options that are attractive to consumers (Alwitt and Donley, 1997; Guy et al., 2004). The expansion of these supermarkets have forced the smaller, independent, neighborhood grocery stores to close, thereby creating areas where affordable, varied food is accessible to those who have access to a car, or those able to pay public transportation costs (Guy et al., 2004). This theory has led one independent retailer to define a food desert as 'an area where high competition from the multiples [large chain supermarkets] has created a void' (Furey et al., 2001).

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Another theory of how food deserts formed in the inner-cities pertain to changes in demographics in larger U.S. cities between 1970 and 1988. It is speculated that during this period, economic segregation became more prominent with more affluent households emigrating from inner-cities to suburban areas (Bianchi et al., 1982; Nyden et al., 1998; Wienk et al., 1979). This shift caused the median income in the inner-cities to decrease and forced nearly one-half of the supermarkets in the three largest U.S. cities to close (Alwitt and Donley, 1997; Diesenhouse, 1993; Miller, 1994).

Other factors that make the establishment of businesses in inner-cities less desirable are inaccurate perceptions of these areas, declining demand for low-skilled workers, low-wage competition from international markets and zoning laws (Gittell and Thompson, 1999). For instance, in urban areas, it is difficult for large supermarkets to find land that is appropriate for the size of the supermarket, due to fragmentation of property that results from the ease of selling smaller pieces of land (Alwitt and Donley, 1997). It is plausible that urban food deserts would have a competitive advantage as sites for a supermarket, due to its prime location near the city center, ability to address an unmet demand and access to a large labor force. However, financial gain is often an underlying factor that tends to override these characteristics and deter retailers from establishing in the urban areas (Gittell and Thompson, 1999).

A consequence of poor supermarket access is that residents have increased exposure to energy-dense food ("empty calorie" food) readily available at convenience stores and fast-food restaurants (Drewnowski and Specter, 2004). It is documented that a diet filled with processed foods, frequently containing high contents of fat, sugar and sodium, often leading to poorer health outcomes compared to a diet high in complex carbohydrates and fiber (Block et al., 2004; Mari Gallagher Research & Consulting Group, 2006; Lewis et al., 2005; Swinburn et al., 2004). For those who are low-income, maintaining a healthy diet can be difficult to achieve due to various factors (Chung and Myers, 1999; Freedman, 1991; Hendrickson et al., 2006). First, the lack of financial resources present a barrier to healthy eating, due to the increased cost associated with healthy eating. Second, many urban areas lack a supermarket, thereby, limiting access to healthy foods for residents. For residents without access to a personal vehicle for transport to food stores outside the immediate neighborhood, residing in a food desert can be even more deleterious (Kirkup et al., 2004; Lake and Townshend, 2006).

People tend to make food choices based on the food outlets that are available in their immediate neighborhood (Furey et al., 2001). This can pose problems since many low-income, urban areas have a higher density of fast-food restaurants and corner stores that offer prepared foods compared to higher income areas (Hendrickson et al., 2006). Increasingly, environmental factors including where people live have been considered when studying food access (Rose and Richards, 2004). The impact of focusing on the neighborhood food environment is two-fold. First, increased attention is brought to the local food environment given the important role these environments play in providing food for residents within their immediate vicinities. Second, the uneven distribution of food stores can be observed and disadvantaged neighborhoods that lack supermarket access, or food deserts, can be noted.

The goal of this paper is to explore the current state of research on food deserts in the United States and to identify areas in need of future research. To date, there is a relatively limited amount of research on food deserts conducted in the U.S. One explanation for this finding is that food security, a household measure of hunger, is assessed in the U.S. annually, and forms the basis of numerous research studies. However, research on food deserts and food-related policy in the United States has become an increasing

priority for the United States Department of Agriculture (USDA). The Food, Conservation, and Energy Act of 2008, implemented by the USDA, provides legislation for Federal agriculture programs (The Food, Conservation, and Energy Act of 2008, The United States Department of Agriculture, June 18, 2008). Enacted into law in June 2008, this bill will remain in effect until 2013. In addition to international provisions outlined in the bill, the importance of addressing domestic food distribution and nutrition is highlighted. Section 7527 of the bill (2008: 389) outlines the responsibilities of the Secretary as they pertain to addressing food deserts in the U.S. These activities include researching the prevalence and causes of food deserts; effects of food deserts on populations; recommendations for reducing and eliminating food deserts; community development initiatives; incentives for food stores to establish in food deserts; and partnerships to address food deserts (The Food, Conservation, and Energy Act of 2008, The United States Department of Agriculture, June 18, 2008).

Restricting this review to studies conducted in the U.S. will parallel the USDA's efforts in researching food deserts in the U.S., and will bring attention to research looking at neighborhood-level access to food in a specific geographic region that is poorly studied and poorly understood. This paper will identify measures that have traditionally been used to assess food access in the U.S. and summarize the articles into major statements, or major research findings. Gaps in the literature will be identified. Lastly, the breadth of knowledge that exists within other countries will be discussed to offer insight into work that has been done pertaining to food deserts and food access within an international context.

2. Methods

The articles included in this review were identified from January 2008 to January 2010 by two mechanisms: keyword searches in the PubMed, Agricola, Anthropology, Environmental Studies, Geography, Public Affairs, and Sociology databases, and by reviewing the references of the articles identified from these databases. Combinations of the keywords "food desert" and "food access" were used to identify relevant articles. Only articles written in English were included in the review. No constraints were made for the year of article publication. The rationale for not limiting the year of article publication is due to the relatively recent nature of the topic. Abstracts were then reviewed to ensure that articles that did not meet certain criteria were excluded from the review. Abstracts excluded were: (1) editorials, (2) non-empirical papers, including review articles and book reviews, (3) articles with outcomes that did not focus on food deserts, and (4) letters to the editor. Fifty-two abstracts were identified in the initial review. After reading the articles, it was determined that only 31 would be included in the review after 5 were excluded based on the first exclusion criterion, 10 for the second criterion, 5 for the third criterion and 1 excluded for the fourth criterion. The articles were read with particular attention to the measures used in the studies. These measures were noted and designated as categories.

3. Results

The 31 selected articles represent a variety of work that has been done in the U.S. related to food access. Nine measures have been used to assess food access. For example, articles that used business directories/lists include yellow pages, business addresses on food stores, food store data including consumer spending, geographic location and store openings and closings. The food use

inventory included in the review was used to assess food used within the home (regardless if eaten at home or somewhere else). Food store assessments were objective assessments of the food environment. Studies that used GIS technology used geocoding to map resources or density maps to make comparisons between different locations. Interviews used in the studies were either in-depth or one-on-one. Food frequency assessments were grouped with questionnaires. These measures are presented in Table 1. The most frequently used measures to assess food access are GIS technology (9 articles), food store assessments (8 articles) and surveys (7 articles). The findings from the 31 included articles can be divided into 11 categories representing the variables that have been explored in food desert research (Table 2). For example, articles that focused on the racial/ethnic differences in the neighborhood food environment were grouped under the category "Race/Ethnicity". Similarly, articles that compared food stores between urban areas versus rural and/or suburban were grouped under the category "Location".

4. Major findings in the literature

Results of the review of the literature produced 31 empirical studies that focus on food deserts in the U.S. It is worthwhile to

Table 1
Measures used to explore food access by author(s).

Measures used to assess food access	Author
Business lists/directories and census data	Alwitt and Donley, 1997
	Chung and Myers, 1999
	Cotterill and Franklin, 1995
	Moore and Diez-Roux, 2006
Focus groups	Powell et al., 2007
	Hendrickson et al., 2006
Food store assessments	Smith and Morton, 2009
	Chung and Myers, 1999
	Freedman, 2009
	Freedman and Bell, 2009
	Glanz et al., 2007
	Hendrickson et al., 2006
	Lewis et al., 2005
	Morland and Filomena, 2007
	Morris et al., 1990
	Morris et al., 1992
Food use inventory	Zenk et al., 2006
	Rose and Richards, 2004
GIS technology and census data	Block et al., 2004
	Mari Gallagher Research & Consulting Group, 2006
	Giang et al., 2008
	Kaufman, 1999
	Morland et al., 2002a
	Morland et al., 2002b
	Morland and Filomena, 2007
	Raja et al., 2008
	Schafft et al., 2009
	Zenk et al., 2005
	Freedman, 2009
Interviews	Rose and Richards, 2004
	Richards and Smith, 2007
Inventory for measuring perceptions of food access	Freedman and Bell, 2009
Questionnaires	Garasky et al., 2004
	Morland et al., 2002a
Surveys	Block and Kouba, 2006
	Chung and Myers, 1999
	Hendrickson et al., 2006
	Inagami et al., 2006
	Kaufman et al., 1997
	Lopez, 2007
	Rose and Richards, 2004

note that most of the research in this area has focused on exploring racial/ethnic and income disparities within food deserts. This can partly be attributed to increased attention focusing on reducing and eliminating health disparities, including racial/ethnic and income disparities. Four major statements emerged from summarizing the research findings of the included articles. These statements are: (1) access to supermarkets (10 articles); (2) racial/ethnic disparities in food deserts (11 articles); (3) income/socioeconomic status in food deserts (11 articles); and (4) differences in chain versus non-chain stores (14 articles). The fourth statement encompasses factors associated with cost (6 articles), availability of food items (4 articles) and store type (4 articles).

4.1. Access to supermarkets

Increasingly, studies are focusing on the availability of healthy and nutritious foods within communities across the country, and suggest that factors within the built environment play a critical role in a person's diet (Morland et al., 2002b; Rose and Richards, 2004). A widely cited example of the lack of access to supermarkets is in Philadelphia, PA (Giang et al., 2008). Results from the University of Connecticut's Food Marketing Policy Center study showed that Philadelphia had the second lowest number of supermarkets per capita among major cities in the U.S. during the 1990s (Cotterill and Franklin, 1995).

To illustrate this further, consider the number of supermarkets on the national level. It is believed that the lowest income neighborhoods had nearly 30% less supermarkets than the highest income neighborhoods (Weinberg, 1995). Compare this to the food environment in Philadelphia, where the highest income neighborhoods had 156% more supermarkets than the lowest income neighborhoods (Weinberg, 1995). Access-related concerns are even more compounded by the lack of transportation. Low-income residents may have difficulty affording transportation costs to the supermarket located outside of their immediate vicinity, thereby limiting access to food options (Rose and Richards, 2004; Weinberg, 1995). Transportation is not the only barrier to accessing healthy foods. Rose and Richards (2004) suggest that access to food goes beyond the food environment and incorporates the built environment and individual characteristics. For example, unsafe neighborhoods for walking, and the lack of time due to work schedules, being a single parent, or the lack of time required to prepare meals, can result in difficulty accessing supermarkets (Rose and Richards, 2004).

A related finding in the aforementioned University of Connecticut study was that residents in many of the neighborhoods that lack access to supermarkets in low-income neighborhoods of Philadelphia had greater prevalence of health challenges with diet as a risk factor. These challenges include diabetes, heart disease and cancer (Cotterill and Franklin, 1995). Studies suggest that disparities in supermarket access exist with racial/ethnic minority communities and low-income communities being disproportionately affected (Chung and Myers, 1999; Hendrickson et al., 2006; Powell et al., 2007; Zenk et al., 2005). While many of these studies address access-related concerns, they focus on the racial/ethnic and income disparities that exist within food deserts. Findings from these studies will be discussed in the subsequent sections.

4.2. Racial/ethnic disparities in food deserts

Previous studies found that predominantly Black neighborhoods have fewer supermarkets compared to predominantly White neighborhoods (Metro Chicago Information Center, 2008; Morland et al., 2002b). In an examination of the associations

Table 2
Summary of publications included in the review by food desert category.

Categories	Article results
Access to stores	<p>Alwitt and Donley, 1997 poor residents travel a greater distance to access the same resources as non-poor residents.</p> <p>Chung and Myers, 1999 poor residents have less access to chain stores.</p> <p>Cotterill and Franklin, 1995 more low-income residents lack transportation which limits access to food outlets.</p> <p>Mari Gallagher Research & Consulting Group, 2006 African Americans have the lowest access to grocery stores and greatest access to fast-food outlets. A decrease in grocery store access is associated with an increase in obesity.</p> <p>Giang et al., 2008 access to food is unevenly distributed in Philadelphia. In areas where access is limited the most, residents suffer greater health challenges with diet as a risk factor.</p> <p>Inagami et al., 2006 residents who shopped in more disadvantaged neighborhoods had higher BMIs than those who did not shop in a more disadvantaged neighborhood, suggesting that neighborhood SES of the grocery store is a proxy for quality of the grocery store.</p> <p>Kaufman, 1999 more than 70% of the total low-income population in the catchment area had accessibility challenges.</p> <p>Morland et al., 2002a fewer supermarkets were observed for neighborhoods, where both black study participants and white study participants resided. However, there were five times as many supermarkets in the areas, where white participants resided compared to blacks.</p> <p>Raja et al., 2008 there are no food deserts in Erie County, New York</p> <p>Rose and Richards, 2004 easy access to supermarkets was associated with increased household fruit intake.</p>
Income/SES	<p>Alwitt and Donley, 1997 poor areas have fewer and smaller food outlets than non-poor areas.</p> <p>Chung and Myers, 1999 residents of poor neighborhoods pay more for shopping locally</p> <p>Cotterill and Franklin, 1995 low-income areas have 30% fewer supermarkets compared to higher income areas.</p> <p>Giang et al., 2008 low-income residents have limited access to supermarkets.</p> <p>Glanz et al., 2007 non-poor neighborhoods were more likely to have healthier food options than poor neighborhoods</p> <p>Kaufman et al., 1997 there is little evidence that food prices are higher in poor areas compared to non-poor areas.</p> <p>Lewis et al., 2005 poorer neighborhoods have fewer healthy food options compared to non-poor neighborhoods</p> <p>Moore and Diez-Roux, 2006 low-income neighborhoods had four times as many grocery stores (non-chain stores) and half as many supermarkets (chain stores) compared to more affluent neighborhoods.</p> <p>Morland et al., 2002b there were three times as many supermarkets in non-poor neighborhoods compared to poor neighborhoods. Non-poor neighborhoods were less likely to have smaller grocery stores (non-chain), convenience stores (without a gas station), and specialty stores compared to poor neighborhoods.</p> <p>Powell et al., 2007 poor neighborhoods have fewer supermarkets, only 75%, of that in middle-income neighborhoods</p> <p>Zenk et al., 2005 supermarket access was similar among the least impoverished neighborhoods regardless of race/ethnicity.</p>
Race/ethnicity	<p>Block et al., 2004 predominantly black neighborhoods have six times more fast-food restaurants than predominantly white neighborhoods.</p> <p>Block and Kouba, 2006 the predominantly black neighborhood had fewer supermarkets and more grocery stores. Store prices were comparable to supermarket prices, but of poorer quality.</p> <p>Mari Gallagher Research & Consulting Group, 2006 African Americans travel the greatest distance to any type of grocery store.</p> <p>Lewis et al., 2005 predominantly African American neighborhoods have fewer healthy food options compared to areas with a lower percentage of African American residents.</p> <p>Moore and Diez-Roux, 2006 predominantly minority and racially mixed neighborhoods had more than twice as many grocery stores (non-chain stores) and half the number of supermarkets (chain stores) than predominantly white neighborhoods.</p> <p>Morland et al., 2002a the presence of one supermarket was associated with a 32% increase in fruit and vegetable consumption among blacks and 11% increase in fruit and vegetable consumption among whites.</p> <p>Morland et al., 2002b supermarkets were four times more likely to be found in predominantly white neighborhoods compared to predominantly black neighborhoods.</p> <p>Morland and Filomena, 2007 predominantly white areas had greater supermarket access compared to racially mixed areas. Predominantly black areas did not have a supermarket. A lower proportion of stores in predominantly black areas carried fresh produce compared to predominantly white and racially mixed areas.</p> <p>Powell et al., 2007 predominantly African American neighborhoods have 52% of the supermarkets that are available in predominantly white neighborhoods. Hispanic neighborhoods have only 32% of the supermarkets that are available in non-Hispanic neighborhoods.</p> <p>Raja et al., 2008 there is a lack of supermarkets in neighborhoods of color compared to white neighborhoods</p> <p>Zenk et al., 2005 compared to the most impoverished white neighborhoods, African American neighborhoods were 1.1 mile farther from the nearest supermarket.</p>
Food store density	<p>Block et al., 2004 neighborhoods with 80% black residents have 2.4 fast-food restaurants/mile² compared to 1.5 fast-food restaurants/mile² in neighborhoods with only 20% black residents.</p> <p>Lewis et al., 2005 the comparison group for the study (more affluent, smaller percentage of African American residents) contained 50% more full-service restaurants than the target area.</p> <p>Morland et al., 2002b with the exception of bars and taverns, all food outlets were more common in racially mixed and predominantly white neighborhoods than predominantly black neighborhoods. Full-service restaurants were two times more common in white neighborhoods. Carryout food outlets serving specialty food items are 9–11 times more common in racially mixed and predominantly white areas.</p>
Cost	<p>Chung and Myers, 1999 prices at chain stores are lower than smaller convenience stores.</p> <p>Glanz et al., 2007 the prices for most healthy options (low fat, low calorie) were not significantly different from the comparable regular item. The greatest cost difference found in the cost of lean ground beef, low-fat hot dogs, baked chips and 100% fruit juice compared to the regular items ($p < 0.01$).</p> <p>Hendrickson et al., 2006 food prices were higher in both rural and urban food deserts compared to non-food deserts</p> <p>Kaufman et al., 1997 food items in supermarkets offer greater variety and quality at a lower cost.</p> <p>Morris et al., 1990 the average cost of one week's worth of thrifty food plan groceries was 36% higher than the maximum weekly food stamp allotment of \$75 for a family of four.</p> <p>Morris et al., 1992 the average thrifty food plan cost for small/medium stores was \$102 compared to \$81 in supermarkets.</p>
Location	<p>Chung and Myers, 1999 more chain stores are located outside inner-cities, where there is low poverty.</p> <p>Hendrickson et al., 2006 food prices in the urban food desert were more expensive than the market basket price.</p> <p>Kaufman, 1997 supermarkets in inner-cities have somewhat higher prices than those in suburban areas.</p> <p>Kaufman, 1999 poor residents of rural areas depend on smaller convenience stores than residents in metropolitan cities.</p> <p>Morris et al., 1990 rural poor depend on limited, more expensive food outlets.</p> <p>Morris et al., 1992 in 1988, the number of supermarkets per county in rural America versus urban America was 3.8 and 2.9, respectively.</p> <p>Powell et al., 2007 food outlets are more common in urban areas compared to suburban, rural and farm areas.</p>

Table 2 (continued)

Categories	Article results
Store type	<p>Chung and Myers, 1999 for specific food items, chain stores offer prices that are 10–40% less than non-chain stores.</p> <p>Glanz et al., 2007 convenience stores were found to have lower food price compared to grocery stores.</p> <p>Moore and Diez-Roux, 2006 poorer areas were less likely to have fruit and vegetable markets, bakeries, specialty stores and natural food stores compared to affluent areas. These areas were more likely than affluent areas to have liquor stores.</p> <p>Raja et al., 2008 smaller grocery stores (non-chain) are more prevalent in neighborhoods of color compared to white neighborhoods.</p>
Availability	<p>Glanz et al., 2007 grocery stores were found to have greater availability of healthier food options compared to convenience stores.</p> <p>Hendrickson et al., 2006 foods within rural and urban food deserts are more limited in type and in number compared to non-food deserts.</p> <p>Morris et al., 1990 many rural food outlets contained poorly stocked shelves and lacked healthy and nutritious foods.</p> <p>Morris et al., 1992 small/medium stores carried a small amount of fresh foods.</p>
Perception	<p>Garasky et al., 2004 rural clients were more likely than urban or suburban to perceive their food environment as having an inadequate number of supermarkets (50% compared to 22% and 13%, respectively). Suburban clients' perceived local food as being more affordable compared to urban and rural clients. Transportation concerns were the greatest among suburban and rural clients.</p> <p>Freedman, 2009 participants did not perceive convenience stores and non-chain stores as "real" food stores.</p> <p>Freedman and Bell, 2009 participants' perceptions of access to healthy food was supported by objective food store assessments.</p> <p>Hendrickson et al., 2006 residents identified lack of affordable healthy food options within their communities and food insecurity as concerns.</p> <p>Richards and Smith, 2007 participants perceived environmental (rules and regulations established at the homeless shelter), parental, and personal factors as influencing food access and food choice.</p> <p>Smith and Morton, 2009 perceptions of factors influencing food choice and food access among rural residents include household, social and cultural and environmental factors.</p>
Quality of available foods	<p>Glanz et al., 2007 grocery stores were found to have greater quality of healthier food options compared to convenience stores.</p> <p>Hendrickson et al., 2006 foods within the urban and rural food desert were of fair or poorer quality compared to a non-food desert.</p> <p>Zenk et al., 2006 the quality of fresh produce was significantly lower in predominantly African American, low socioeconomic position communities compared to racially mixed, middle socioeconomic position communities.</p>
Impact	<p>Hendrickson et al., 2006 the lack of affordable, quality foods diminishes the ability to access healthy foods needed to maintain a healthy diet.</p> <p>Lewis et al., 2005 the neighborhood food environment in the low-income neighborhoods in the study provides challenges to healthy eating for residents. Restaurants in the less affluent target area promoted unhealthy food options to residents.</p> <p>Lopez, 2007 zip code level variables, including median household income and the presence of a supermarket were associated with obesity risk.</p> <p>Schafft et al., 2009 there is a positive association between increased rates of child overweight and percentage of children in the school district residing in a food desert.</p>

between the availability of food stores in the US and race, ethnicity and socioeconomic status, [Powell et al. \(2007\)](#) found that the availability of chain supermarkets in Black neighborhoods was only 52% that of their White counterpart ([Powell et al., 2007](#)). These differences still existed after controlling for relevant covariates, including neighborhood income.

In a similar study using geographic information system (GIS) to measure spatial accessibility of chain supermarkets with respect to neighborhood racial composition and poverty in Detroit, Michigan, [Zenk et al., 2005](#) found that the most impoverished neighborhoods in which African Americans resided were 1.1 mile farther from the closest supermarket compared to the most impoverished White neighborhoods ([Zenk et al., 2005](#)). Additional findings show that 28% of the residents in the most impoverished Black neighborhoods did not own a car in 2000, that these neighborhoods had 2.7 fewer supermarkets within a three-mile radius compared to the most impoverished White neighborhoods, and that among the most impoverished neighborhoods in Detroit, 76% of these areas had a high proportion of African Americans ([Zenk et al., 2005](#)). Understanding the social and racial history has helped frame the present-day issue of racial segregation and consumer purchasing power. Looking at the history in Detroit, Michigan, [Zenk et al., 2005](#) surprisingly found that among the least impoverished neighborhoods studied, all but one of the predominantly Black neighborhoods that had access to a supermarket equivalent to their White counterparts, was located in the inner city. The interpretation of this finding is two-fold. First, this suggests that supermarkets will stay invested in a neighborhood as long as the residents have the purchasing power to make their commitment to the area profitable. Second, supermarkets that remain in these urban areas are remnants from when these areas

were predominantly White, again implying that it is profitable for these retailers to remain in the area ([Zenk et al., 2005](#)).

4.3. Socioeconomic status in food deserts

The majority of smaller stores located in urban areas are in low-income areas ([Alwitt and Donley, 1997](#); [Hendrickson et al., 2006](#)). The consequence is that the issue of poverty plays out in economic barriers in accessing food in low-income areas. [Hendrickson et al. \(2006\)](#) found that food prices are higher and food quality is poorer, often inedible, in areas where poverty is the highest, compared to more affluent areas. Furthermore, results from the same study show that there is a smaller quantity and variety offered at stores in impoverished areas. These findings are consistent with other studies that show that residents living in areas that do not have a supermarket pay more for their food ([Chung and Myers, 1999](#); [Freedman, 1991](#); [Hendrickson et al., 2006](#); [Kaufman et al., 1997](#); U.S. House of Representatives Select Committee on Hunger, 1990). In a similar report by the New York's Consumer Affairs Department in 1991, results from price surveys in 60 stores and 140 interviews with consumers and retailers showed that the poor residing in urban areas paid more for groceries, and received poorer quality foods ([Chung and Myers, 1999](#); [Freedman, 1991](#)).

One explanation for the higher costs of food in urban areas has to do with increased crime in these areas. Theft within stores in urban areas, where the cost is already high tends to drive up the cost of food items even more. The unfortunate result is that a vicious cycle may form, where the high cost of food makes stealing an attractive option, thereby forcing store owners to

increase the price of food for consumers that already have a difficult time paying for food (Hendrickson et al., 2006).

Additionally, the issue of lack of transportation is echoed throughout the literature citing that many low-income households do not have access to a car and cannot afford the costs associated with getting to a supermarket outside of their immediate neighborhood. (Alwitt and Donley, 1997; Guy et al., 2004; Hendrickson et al., 2006; Kaufman, 1999; "U.S. House of Representatives Select Committee on Hunger", 1990). As a result of the lack of transportation, low-income households are less likely to travel the distance to a supermarket outside of their neighborhood and will purchase food items from the stores that are nearby, thereby sacrificing cost and quality for convenience.

4.4. Differences in chain versus non-chain stores

A report by the Economic Research Services (ERS) of the United States Department of Agriculture (USDA) found that urban supermarket prices are higher than the suburban ones (Kaufman et al., 1997; Powell et al., 2007). The fewer supermarkets and the prevalence of smaller grocery stores that are located in urban areas may account for the higher food prices. The ERS report also explained that smaller grocery stores tend to stock leading brand items and smaller package sizes, which can drive the cost of food prices up. Larger supermarkets are able to stock both leading brand and generic items, both offered in larger and smaller packages. The variety, in brands and package size, that larger supermarkets are able to offer helps offset the higher priced items, thereby keeping the cost lower (Chung and Myers, 1999; Kaufman, 1999).

In an examination of food items in approximately 55 stores within the Minneapolis and St. Paul metropolitan areas, Chung and Myers (1999) found that only 22% ($n=256$) of chain supermarkets were located in urban areas. However, nearly one-half of the non-chain stores were located there. Results also showed that non-chain stores were more likely to be located in poor areas, whereas chain supermarkets were more likely to be located in more affluent areas (Chung and Myers, 1999). To identify differences between two markets, chain versus non-chain, Chung and Myers (1999) compared market basket prices. These prices reflect the cost of a fixed list of items and provide information regarding inflation within the larger economy as well as within a specific market.

The biggest disparity in price between chain and non-chain venues was in the price of dry goods, including flour and oatmeal. Consumers who shop at chain supermarkets paid between 10% and 40% less for these items (Chung and Myers, 1999). In terms of market basket prices, there was a \$16.62 price gap between non-chains and chains, \$1.18 price gap between urban and suburban retailers, and a \$5.15 price gap between poor and non-poor areas (Chung and Myers, 1999). This means that consumers who shopped at non-chain stores, in urban and poorer areas paid more per unit of measurement than chain, suburban and non-poor areas.

5. Discussion

This review focused on food desert literature in the US. The specific focus on food deserts opposed to including articles pertaining to areas that have supermarkets, or food oases, was to highlight the issues surrounding poor access to healthy and nutritious foods characteristic of food deserts. Furthermore, the focus allowed for better understanding of the challenges in obtaining healthy and affordable foods faced by residents of these areas. This review highlights measures traditionally used in food desert research in the U.S. and identified areas, where additional work is needed. To gain insight and knowledge into potential

ways, in which gaps in the literature can be addressed in the U.S., the existing literature related to food access was sought from other countries. While studies conducted in other countries may not be translatable entirely to the U.S. context, pertinent findings can be gleaned and expounded upon.

5.1. Increased access to food

One of these areas, where additional research is needed, is exploring the impact of residing in a food desert. Specifically, there is debate about whether living in a food desert is associated with unhealthy eating and food buying practices. It is unknown to what extent additional factors, including personal preferences are better indicators for healthy eating than the actual presence or absence of a supermarket. However, one noteworthy before/after study, the Seacroft intervention study offers insight into how increased access to a supermarket influences factors, including food consumption and perception (Wrigley et al., 2003, 2004). Using food diaries and household questionnaires, Wrigley et al. (2003) explored a host of factors including attitudes towards healthy eating, food store choice and travel options to stores pre-intervention (before the opening of a new store). Surveys and focus group discussions assessed changes in usage of primary food store and changes in travel behavior post intervention (nearly two years after the new store opened). Results showed that nearly half of the respondents switched their main food store location to the new store. Additionally, distance travelled to the primary food store decreased from 2.25 km (approximately 1.4 mile) before the switch to the new store to 0.98 km (approximately 0.60 mile) after the switch to the new store (Wrigley et al., 2003). Access-related reasons including convenience and proximity were expressed by the majority of respondents as being instrumental in the switch to the new store (Wrigley et al., 2004). Modest improvements in diet and nutrition were noted. Only a small percentage of respondents utilized savings associated with increased access to purchase fresh food.

What can be gleaned from this study are unintentional consequences. For instance, with the opening of a larger store, residents had a larger variety of foods, including prepared foods to choose from and reported feeling "tempted" to overspend small food budgets by purchasing large quantities of needed items or purchasing "luxury" items (Wrigley et al., 2004). This finding has major public health implications for improving diet, nutrition and for obesity prevention. Some respondents in this intervention study did not switch to the new store. Reasons for not switching included cheaper prices and familiarity with the current store. These reasons are underscore the importance for considering issues of poverty and financial constraints when food shopping. In other words, increasing access to healthy and nutritious foods does not necessarily increase consumption, especially for low-income households. Furthermore, a sense of loyalty to owners of neighborhood convenience stores is a real concern for residents. One of the theories to how food deserts formed in many urban cities have to do with the opening of a supermarket that introduced competition to small business owners and forced many to close their doors. The presence of a supermarket can have detrimental effects on these smaller stores and their ties to and roles within the community.

5.2. Policy implications

Another area for future research is exploring the impact of policy on food access. The few studies that mention policy-related concerns in the U.S. discuss reducing the racial/ethnic and related income disparities that exist in accessing food, and working to

attract supermarkets to economically disadvantaged neighborhoods (Chung and Myers, 1999; Lang and Caraher, 1998; Zenk et al., 2005). This underscores the need for policymakers and stakeholders to begin determining food-related policies and practices. These policies can have a major impact in addressing the limited access to affordable healthy and nutritious foods for low-income residents of urban areas that lack access to these foods.

An example of how cities are addressing the lack of access to supermarkets are found in Pittsburgh, Boston and New York, where many communities have relied on local leadership and policy development to alleviate these disparities (Pothukuchi, 2000). These cities have developed public/private partnerships, agreements between government and private sector organizations, to build and maintain infrastructure and necessary community facilities (Nayga and Weinberg, 1999; Widdus et al., 2001). Specifically, partnerships between local government and supermarket leaders have been developed to bring supermarkets into underserved areas. Ultimately, these partnerships seek to increase supermarket access within neighborhoods that have been overlooked by food retailers.

Findings from Western Australia identified similar partnerships between government and non-government sectors that were established with the goal of developing strategies aimed at increasing fruit and vegetable consumption. In an iterative process that involved discussing priority areas for policy and program interventions and the required infrastructure support, activities were identified. These policies included developing and supporting nutrition policies to increase fruit and vegetable consumption within the schools, restricting food advertising targeted to children, support of a fruit and vegetable mass media campaign and support the efforts of local organizations to develop and implement policies geared towards increasing fruit and vegetable access and improving overall nutrition (Pollard et al., 2008).

Recommendations from this working group included developing policies and strategies that support and complement each other. For example, a social marketing campaign was established to support a school canteen program introduced to recognize and reward schools operating healthy canteens. This initiative was a partnership between the Western Australia School Canteen Association, the Heart Foundation of Australia and the Department of Health. As of 2009, 21.4% of the schools in Western Australia that operated school canteens committed to the program. Recent findings show that schools have increased promotion and sales of healthy food and drinks as identified under the Government Healthy Food and Drink Policy, which mirrors the Australian Dietary Guidelines for Children and Adolescents (Western Australia School Canteen Association, Inc., 2010). The intersectoral collaborations established in Western Australia to improve diet and nutrition quality among children in schools and child care have been successful, in part, due to the collaborations established, willingness and readiness for organizational change, resources available and incentives for improving food service standards (Pollard et al., 2001).

5.3. An Ecological approach

While many studies focus on the presence or absence of supermarkets, few examine the dynamic interaction between other food venues (restaurants, corner stores, gas stations, etc.) as places, where residents purchase food. This is an another area where additional research is needed in the U.S. This is important because these venues, in addition to local grocery stores, comprise the food environment and offer food items for residents, despite

the nutritional value of these foods. The importance of identifying these types of food stores within a neighborhood is two-fold. First, identifying these stores offers a complete picture of the entire food environment within a neighborhood. Second, researchers will have a better understanding of the food options that are available to residents. While it is important to identify places that offer healthy foods within a neighborhood, it is equally important to identify the places within a neighborhood that can offset these locations. Research is needed to better understand additional factors involved in food buying practices among the residents of food deserts. These factors are important for developing and implementing individual and community-level interventions that increase access to healthy foods, influence food buying practices, and facilitate healthy eating.

In the U.K., Reisig and Hobbiss (2000) identified key stakeholders involved in food poverty initiatives. Semi-structured questionnaires and in-depth interviews were used to identify causes of food poverty and ways to combat food poverty in Leeds (Reisig and Hobbiss, 2000). Causes included personal factors such as lack of education, poor eating habits, poverty, income inequalities, lack of transportation and limited availability of foods offered at the local convenience store (Reisig and Hobbiss, 2000). Program initiatives aimed at improving food access on the individual-level included a health education and health promotion component for residents to encourage them to eat healthier foods. A secondary goal was then to empower residents to demand store owners stock healthier food options that are not available in the store. A community-level initiative included providing better transportation options for residents to get to supermarkets as part of the retailers responsibility, or within the context of a larger transportation program sponsored by the city (Reisig and Hobbiss, 2000). The lack of transportation is a real concern in accessing food, especially among low-income residents who do not own a car or cannot afford costs associated with taking public transportation. Strategies taken in other countries to address transportation-related issues in food access will be helpful when thinking about ways to bridge the gap between food access and healthy eating.

5.4. Future areas of research in the U.S.

This review identified aspects of food desert research that have been thoroughly studied in the U.S. Further research on this topic is warranted. Research studies utilizing a mixed-methods approach to assess both objective and subjective measures would be beneficial. We recommend an innovative method such as concept mapping, a participatory research method that allows hypotheses to be generated and integrates the results in a way that multivariate analyses can be used to make comparisons between groups. Comparisons can be made between participants with differential supermarket access such as those who reside in a food desert compared to a food oasis. Additional comparisons can be made between participants from food secure versus food secure households, and even those who own a personal car or have access to transportation compared to those who lack transportation options. These analyses will provide data for understanding factors involved with food buying practices and healthy eating. While the studies included in this review improve our understanding of the measures and major findings of food access research in the practices. These data will provide an understanding of the complexity of food access and the food environment, while providing a basis for program planning and policy development aimed at addressing access to healthy and affordable foods.

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Where even Walmart won't go: how Dollar General took over rural America

As the chain opens stores at the rate of three a day across the US, often in the heart of 'food deserts', some see Dollar General as an admission that a town is failing

Chris McGreal in *Haven, Kansas*

Mon 13 Aug 2018 06:00 EDT

When Dollar General came to Haven, Kansas, it arrived making demands. The fastest-growing retailer in America wanted the taxpayers of the small, struggling Kansas town to pick up part of the tab for building one of its squat, barebones stores that more often resemble a warehouse than a neighbourhood shop.

Dollar General thought Haven's council should give the company a \$72,000 break on its utility bills, equivalent to the cost of running the town's library and swimming pool for a year, on the promise of jobs and tax revenues. The council blanched but ended up offering half of that amount to bring the low-price outlet to a town that already had a grocery store.

“Dollar General are a force. It’s hard to stop a train,” said Mike Alferts, Haven’s then mayor who backed the move. “Obviously there’s been collateral damage. We didn’t expect it. I’m torn but, net-net, I still think it was a good move to bring them in.”

The Dollar General opened in Haven at the end of February 2015. Three years later, the company applied to build a similar store in the neighbouring town of Buhler, a 20-minute drive along a ramrod straight road north through sprawling Kansas farmland.

Buhler’s mayor, Daniel Friesen, watched events unfold in Haven and came to see Dollar General not so much as an opportunity as a diagnosis.

Friesen understood why dying towns with no shops beyond the convenience store at the gas station welcomed Dollar General out of desperation for anything at all, like Burton, just up the road, where the last food shop closed 20 years ago. But Buhler had a high street with grocery and hardware stores, a busy cafe and a clothes shop. It had life.

As Friesen saw it, Dollar General was not only a threat to all that but amounted to admission his town was failing. “It was about retaining the soul of the community. It was about, what kind of town do we want?” he said.



Buhler, Kansas. Photograph: Kacy Meinecke/The Guardian

Dollar General is opening stores at the rate of three a day across the US. It moves into places not even Walmart will go, targeting rural towns and damaged inner-city neighbourhoods with basic goods at basic prices – a strategy described by a former chief executive of the chain as “we went where they ain’t”.

The chain now has more outlets across the country than McDonald’s has restaurants, and its profits have surged past some of the grand old names of American retail. The company estimates that three-quarters of the population lives within five miles of one of its stores, which stock everything from groceries and household cleaners to clothes and tools.

Not everything is to be had for a dollar, but rarely is anything priced above \$10. But there is a cost. Dollar General’s aggressive pricing drives locally owned grocery stores out of business, replacing shelves stocked with fresh fruit, vegetables and meat with the kinds of processed foods underpinning the country’s obesity and diabetes crisis.

Dollar Generals are frequently found at the heart of “food deserts”, defined by the department of agriculture as a rural community where one-third of residents live more than 10 miles from a grocery store selling fresh produce.

That was not what bothered Friesen. He saw construction of a Dollar General more as a statement about the health of his town as a whole than any one of its 1,400 residents.

If Dollar General were to be believed, there was a sound economic benefit for Buhler from one of its stores. This time the company didn’t ask the council for money. Instead it sold the promise of prosperity, claiming it would boost the town’s coffers with increased sales tax revenues by encouraging residents to shop locally instead of traveling to distant supermarkets for what they cannot find at the grocery store.

Buhler’s council called two public meetings in March to gauge the mood of residents and invited Doug Nech, owner of neighbouring Haven’s only grocery store, the Foodliner, to speak. Dollar General had driven his shop out of business days earlier.

“We lasted three years and three days after Dollar General opened,” he said. “Sales dropped and just kept dropping. We averaged 225 customers a day before and immediately dropped to about 175. A year ago we were down to 125 a day. Basically we lost 35 to 40% of our sales. I lost a thousand dollars a day in sales in three years.”

The arrival of Dollar General cost the Foodliner hundreds of thousands of dollars over that time. The foremost challenge was price. The chain has the power of scale in negotiating with foodmakers. Nech discovered the store had done a deal with Campbell’s Soup to make a 14.5oz can of chicken noodle soup for \$1.50, the price he was paying wholesale for an 11oz can of the same soup.

“Dollar General have buying power. There’s not a lot of competition at the wholesale level so it’s rather difficult and the smaller you are, you pay a higher price for goods whether it’s in delivery costs or volume buying or any number of things,” he said.

Nech calls Dollar General “a cancer” but reserves his anger for Haven’s council for subsidising a hugely profitable corporation to compete against him. He asked the council to cut his shop’s utility bill to \$100 a month until the Foodliner received a matching benefit. It refused, saying that Dollar General had taken advantage of a programme to bring in new business while Nech’s was long established.

“It’s the principle that they gave them money to come to town. I’m kind of conservative. I don’t believe in asking government for anything and I damn sure don’t believe in asking the government for anything now,” he said.



Daniel Friesen in Buhler. Photograph: Kacy Meinecke/The Guardian

Friesen said Nech's account "scared a lot of people" in Buhler who feared they could lose their own grocery store. The council also took on board what happened in a town an hour north-east of Buhler when a small Walmart moved in, put two grocery stores out of business and then shut down, leaving the town with nothing. "Dollar General, Walmart, any large corporation, doesn't have the best interests of our community at heart here at all," said the mayor.

Buhler's council was not reassured by Dollar General's attempts to say that it should not even discuss the store and its potential impact at the planning meetings. The company submitted its application through the developer assigned to build the outlet. The developer sought a change of use for the land from agricultural to retail without specifying what kind of shop it planned to construct. Friesen said Dollar General did not want its name brought up during the council's deliberations.

"Dollar General were saying this wasn't an application for a Dollar General, it was an application for a retail store. It could be anything. It could be a clothing store. They didn't want us to consider some significant issues such as local economic impact," he said.

The council asked an expert on the impact of cut-price stores from Kansas State University to address the public meeting. David Procter laid out the ways independently owned family businesses generally benefit small communities. "On the average there are about 15 employees in these small grocery stores and Dollar General stores might have five employees. Profits from small-town grocery stores are generally going to stay in that town whereas profits made by Dollar General, a significant percentage of them anyway, are going to the corporate office in Tennessee," he said.

Procter said many local grocery stores also serve as community gathering places, some of them with delis and seating areas where people have lunch, and offer services such as home delivery for the elderly or infirm. Dollar General, which tends to build spartan shops on the edge of towns to catch passing traffic on main roads, does none of these.

"Grocery stores give more back to the community. They are much more likely to support local sporting teams, local faith-based organisations. Dollar General corporate policy sets a pretty strict limit on how much community giving they provide," said Procter.

Some at the public meeting spoke up in favour of the chain. They liked its long opening hours - most of Buhler's shops are closed on a Sunday - and cheaper prices. But the sentiment was

overwhelmingly against the store and an informal online poll of the town's residents came out two to one in opposition. Some people didn't want an ugly building as the gateway to the town.

A retirement community next to the planned site objected. In the end, people in Buhler decided that although the grocery and hardware stores might cost a little more they were prepared to pay a premium to preserve their community. Buhler has a large brown and yellow sign on the main road into town. It features a cross with an open book suggestive of a Bible. On one page is written "traditional values" and on the other "progressive ideas".

"There were some who said this is not very progressive to deny a new retail development in the community," said Friesen. "But there was agreement in the city council that the more progressive thing is to not do what every small community in Kansas seems like it's doing, just begging for a national retail chain to come in."



Burton, Kansas, where the last food shop closed 20 years ago.
Photograph: Kacy Meinecke/The Guardian

Days after Nech was driven out of business in Haven, Buhler's council voted unanimously to reject Dollar General. The company's developer was not pleased. "I wasn't terribly impressed. They stormed out. They were pretty hot about it," said Friesen.

In Haven, the former mayor Mike Alferts conceded that the promised financial advantage of Dollar General has largely been lost with the closure of the Foodliner. It is now a fitness centre, with the old grocery store sign still hanging outside. Sales tax revenue for the town rose by more than \$60,000 between the years before and after the Dollar General opened. But the Foodliner alone was collecting around \$75,000 a year in sales tax which is now gone.

On top of that, Nech paid an annual electricity bill of \$37,000, which the city made money on, plus there was the break the council gave Dollar General on its utility bills. It remains to be seen how much business will transfer from the defunct grocery store to the Dollar General but the end result is the Haven's main street is finding it even more of a struggle to survive with the diminished flow of people to pick up groceries.

For all that, while Alferts feels sympathy for Nech, he said the Dollar General is the future. "The Model-T put horses out of business. It's hard to protect existing businesses," he said. "I would still vote for Dollar General. If one state didn't accept the Model-T it wouldn't have changed the outcome. I think Buhler voted their sentiment. The question is, in five years will they have a Dollar General or something similar?"

The owner of Buhler's grocery store, JC Keith, is acutely aware that seeing off Dollar General is not the only challenge. With decent paying jobs increasingly scarce in rural Kansas, a good part of the population of Buhler and Haven work in large towns with ready access to a range of rivals from Walmart to farmers markets. It's easier for residents of what have become bedroom communities to stop at a major store on the way home from work and only use the local grocery shop for last-minute supplies such as milk.

"A majority of people in Buhler that work, work somewhere else," said Keith, who is also a long-distance truck driver. "Chances are they drive right by some chain store on their way home."

The threat from Dollar General prompted Keith to evaluate his way of doing business. He was already in the process of building a larger shop just down the road from the existing one, but now it will incorporate hot foods such as chicken and a salad bar. It will also open later.

For all his support for building the Dollar General in Haven, Alferts rarely shops there and regrets the loss of the Foodliner. "It makes a lot of difference to me. I shopped a lot at Foodliner," he said. "Now I have a hard time time shopping at Dollar General. I like to cook. I like food items and spices you can't get at Dollar General. I'm less loyal to any one store these days."

Haven's residents now have to travel out of town to find fresh food, although many do that for work in any case. The more immediate impact has been on those who are less mobile, like the elderly. The Centers for Disease Control and Prevention calculates that about a quarter of the population is unable to buy healthy food nearby. Dollar Generals are frequently to be found in those areas and some studies have made a direct link between the rise of dollar stores and unhealthy eating. But it is not that straightforward. Megan Rinehart worked at Nech's Foodliner for six years.

"This isn't a rich town. A lot of our customers bought not healthy stuff. They leaned towards what was fast and cheap. We had a pretty good selection of fresh produce. It was a matter of if they could afford it," she said.

An agriculture department study found that many of those on low income and reliant on food stamps were more likely to decide where to shop based on price than where the nearest store is. They drive past a grocery store to a Dollar General.

Alfers thinks Buhler will struggle to stave off the cut-price chain store because it is the future. Doug Nech is not so sure. He owned the Foodliner alongside a job travelling a dozen states as a church pew cushion salesman. Nech has seen the impact across the midwest of the store that put his own out of business. He views Dollar General as a juggernaut but that does not mean he thinks it's invincible.

"Dollar General is building just as fast as it can. Nebraska. The Dakotas. You see it," he said. "But somewhere down the line, as these small towns dry up, business for Dollar General is going to dry up just like it does for a grocery store. If there's nobody new coming to town and your older population is dying off and they're not getting replaced very quickly, who are they going to sell to?"

America faces an epic choice ...

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Report: Dollar Stores Are Targeting Struggling Urban Neighborhoods and Small Towns. One Community Is Showing How to Fight Back.

BY MARIE DONAHUE AND STACY MITCHELL | DATE: 6 DEC 2018 |



It's not easy to buy groceries if you live on the north side of Tulsa, Okla. This predominantly African American part of the city sprawls for miles and yet does not have a single, full-service grocery store.

For many of North Tulsa's residents this means their best option for buying groceries close to home (and really, their only option) is a dollar store. There are dozens of those. Dollar General, together with Family Dollar and Dollar Tree, which are owned by the same company, have more than 50 locations in Tulsa. Many are on the city's north side. Alongside aisles lined with clothing and household goods, these small stores offer a narrow selection of processed foods, such as canned peaches and cereal, cookies and frozen waffles.

There are no fresh vegetables, fruits, or meats in most dollar stores. And yet, as limited as their offerings are, dollar stores are now feeding more Americans than Whole Foods is, and they're multiplying rapidly. Since 2011, the number of dollar stores nationwide has climbed from about 20,000 to nearly 30,000. There are now more dollar stores than Walmart and McDonalds locations combined.

Although dollar stores sometimes fill a need in places that lack basic retail services, there's growing evidence that these stores are not merely a byproduct of economic distress. They're a cause of it. In small towns and urban neighborhoods alike, dollar stores are leading full-service grocery stores to close. And their strategy of saturating communities with multiple outlets is making it impossible for new grocers and

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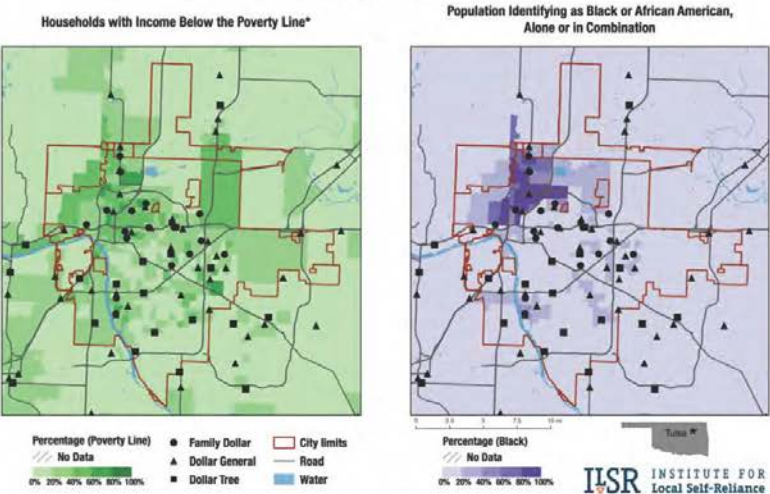


"I don't think it's an accident they proliferate in low socio-economic and African American communities," says Vanessa Hall-Harper, who grew up in North Tulsa and in 2016 won a seat on the City Council to represent the district that encompasses the area. She campaigned on a platform of public health and food security. "That proliferation makes it more difficult for the full-service, healthy stores to set up shop, and operate successfully."

As our maps of Tulsa show, dollar stores have largely side-stepped the city's more affluent, white neighborhoods, instead concentrating in Census tracts with both a greater percentage of households living in poverty and more African American residents. Indeed, the presence of dollar stores appears to correlate with both income and race.

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Dollar Stores and Demographics — Tulsa, Oklahoma



One reason for this link might be that dollar stores see an easier revenue stream in places that lack competing grocery stores. In the case of Family Dollar, for example, "Food deserts" are its sweet spot," notes Ann Natunewicz, an analyst at Colliers International. The absence of grocery stores is, in turn, a direct result of a history of racial discrimination by banks that have been less likely to lend to African American entrepreneurs and by supermarket chains that have tended to bypass black neighborhoods.

For residents of North Tulsa, the consequences of this economic marginalization have been severe. "There has been a documented 14-year life expectancy gap between North Tulsa and South Tulsa," points out Hall-Harper. This startling disparity, she says, speaks to "the situation and environment, and how these systemic issues work."

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"I don't think it's an accident they proliferate in low socio-economic and African American communities," says Tulsa City Councilor Vanessa Hall-Harper. "That proliferation makes it more difficult for the full-service, healthy stores to set up shop, and operate successfully."

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A deep desire to change these systems and improve the health of people in her district drove Hall-Harper's decision to run for Council.

Last April, after more than a year of rallying community members, marshaling legal research, and steadily chipping away at the opposition, Hall-Harper finally convinced the City Council **to enact a measure** that limits dollar stores on Tulsa's north side and encourages the development of full-service grocery stores.

This is one of the first ordinances in the country to specifically target dollar stores, and its passage is being felt both locally and nationally. It's marked a new era of political inclusion and grassroots power for the city's African American residents. It's also focused national attention on the growth of dollar stores and inspired other cities and towns to take steps to check their spread.

The timing for such local action could not be more urgent. In their latest annual reports, Dollar General and Dollar Tree say they have identified thousands of new locations for dollar stores. The two chains are planning to expand their combined empires to more 50,000 outlets.

An Invasive Species in America's Left-Behind Places

"Essentially what the dollar stores are betting on in a large way is that we are going to have a permanent underclass in America," Garrick Brown, a researcher with the commercial real estate firm Cushman & Wakefield, **told Bloomberg** last year.

Alongside urban black neighborhoods, another place the dollar chains think they will find enduring poverty is rural America. Small towns have been **battered by corporate consolidation**. Mergers have triggered plant closures. Agribusiness giants have slashed farmers' incomes. As a result, rural communities have experienced little in the way of new business and job growth during the current economic recovery, **new data show**.

This follows two decades in which Walmart's super-charged growth left small-town retail in shambles. By building massive, oversized supercenters in larger towns, Walmart found it could attract customers from a wide radius. Smaller towns in the vicinity often suffered the brunt of its impact as their Main Street retailers weakened and, in many cases, closed.

Today the dollar chains are capitalizing on these conditions, much like an invasive species advancing on a compromised ecosystem.

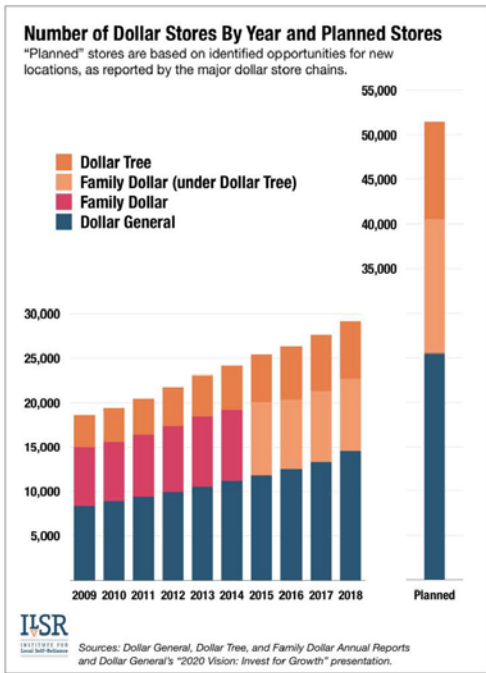
Local grocers that survived Walmart are now falling to Dollar General. "This has become the number one challenge of grocery stores," says David Procter, an expert on community development and director of the Rural Grocery Initiative at Kansas State University.

Until this year, the small town of Moville, Iowa, had managed to defy the odds. The nearest Walmart is nearly 20 miles away and residents are passionate about supporting their community. When the owners of the town's only grocery store, Country Foods, decided not to rebuild after a devastating fire in 2008, residents quickly organized. They raised funds for a new building and enticed Chet Davis, who owns a grocery store in Kingsley, about 12 miles up the road, to open another location. For a time, Chet's Foods did a good business from its crisp new building along the state highway that runs through town.

Then, in 2016, Dollar General opened. Sales at Chet's Foods fell by 30 percent. Davis, a veteran grocer, tried to adjust. He cut staff hours, changed his product mix, and negotiated a rent reduction from the community development group that owns the building. But it wasn't enough. Even though residents were still buying most of their groceries from Chet's, the drop in sales was enough to push the store into the red. Chet's closed this year.

Six hours south, in the town of Haven, Kan., the family-owned Haven Foodliner also shuttered this year. "We lasted three years and three days after Dollar General opened," owner Doug Nech told *The Guardian*. "Sales dropped and just kept dropping."

The stories of Chet's Foods and the Haven Foodliner are not anomalies. Reports from local grocers in numerous communities suggest that it's typical for sales to drop by about 30 percent after a Dollar General opens. Thin margins in the grocery business mean that such a disruption is generally enough to force a local grocery store to close, although it may take months or even years before the owner finally gives in.



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As a consequence, local grocery stores, which have anchored small town economies for generations, are fast becoming as rare in rural areas as they are in North Tulsa.

When a town loses its grocery store, the rest of the local economy suffers. "The problem is that if the grocery store closes, this impacts the town in a big way," Procter explains. "Our research shows grocers

One immediate effect is a decline in employment. Dollar chains rely on a lean labor model. Dollar General and Dollar Tree stores have a staff of eight or nine people on average, according to their annual reports. Small independent grocery stores employ an average of 14 people, according to federal data.

Local shoppers lose nearby access to fresh food and they may also end up paying more for groceries. Dollar stores package many of their products in smaller quantities than items sold at traditional grocery stores. This cuts sticker prices, but often results in a higher costs per ounce.

There are broader economic impacts too.

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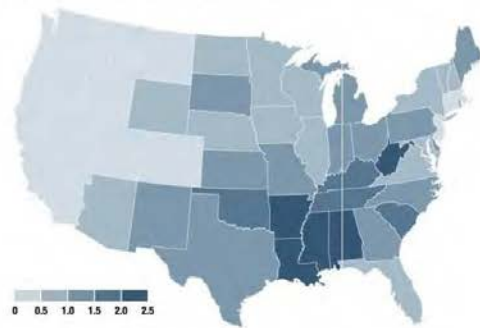
"The economy is continuing to create more of our core customer," Dollar General chief executive Todd Vasos told investors last year.

"Rural grocers provide all kinds of value: economic value, nutritional value, social value, and more," he adds. In many cases, this includes delivering groceries, a critical service in rural areas, where the population tends to be older and not served by public transit.

This cascade of losses is a bitter outcome for communities that, in many cases, welcomed the arrival of a dollar store. "For many communities, it's the first new commercial investment in many years," says Chris Merritt of the Illinois Institute for Rural Affairs.

Number of Dollar Stores per 10,000 Residents by State

Number of stores include Dollar General, Dollar Tree, and Family Dollar locations



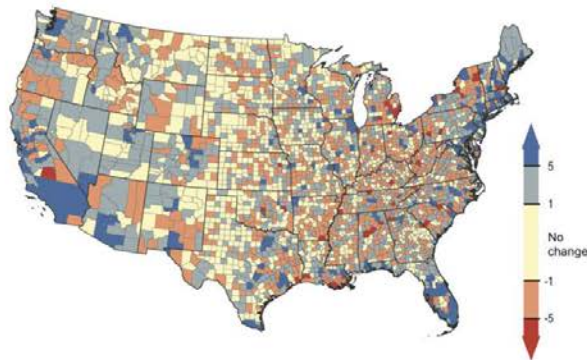
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Source: Dollar General and Dollar Tree 2017 Annual Reports
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The parallel between these rural towns and urban neighborhoods like North Tulsa suggests that America's real divide is not so much rural versus urban. Rather, it's between the few large and mostly coastal cities that are prospering in an economy increasingly dominated by a few corporate giants and the many other cities and regions that are being left behind.

"The economy is continuing to create more of our core customer," Dollar General chief executive Todd Vasos told investors last year.

Changes in number of total grocery stores across the United States, by county, 2005-15



Source: USDA, Economic Research Service using data from Nielsen TDLink.

The number of grocery stores has declined in 969 counties, according to the U.S. Department of Agriculture. (This map is from the USDA's 2017 study, "Independent Grocery Stores in the Changing Landscape of the U.S. Food Retail Industry.")

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The Impact of Dollar Stores and How Communities Ca...

As corporate consolidation erodes the economic foundation of many towns and neighborhoods, these communities are increasingly vulnerable to the dollar chains. The sector itself is highly concentrated. Dollar Tree is the product of a long **history of mergers**, including, most recently, its acquisition of Family Dollar in 2015. Even though that deal left just two companies in control of most of the small-store discount market, the Federal Trade Commission approved it. (The FTC **stipulated** only that Dollar Tree divest about 330 stores, but that requirement ultimately failed to produce a new competitor: Dollar Tree sold the stores to a private equity firm, which within two years, **sold them to Dollar General**.)

Fortunately, some have started connecting all of these dots and are beginning to see dollar stores as both a symptom of larger economic trends and a cause of additional economic despair. With this knowledge, these communities are identifying strategies to control the growth of dollar stores and restore a more balanced local economy.

Tulsa's Dollar Store Ordinance

One way to understand the high density of dollar stores in her district, Hall-Harper says, is to **remember what happened in North Tulsa a century ago**. The neighborhood once boasted one of the nation's most successful African American business districts, nicknamed "Black Wall Street." But over the course of a few days in 1921, a white mob tore through the commercial district, destroying more than 1,000 buildings and leaving 300 people dead.

The long-term effects of this are still being felt today. The neighborhood has relatively few local businesses and has struggled with a lack of political power to control dollar stores and other predatory companies.

Today, though, these dynamics are starting to shift, as residents organize and show how policy change that rebuilds a healthy food system and local business community can underpin the broader goals of social and economic justice.

After taking office, Hall-Harper opened two fronts in her campaign to address the lack of healthy food and proliferation of dollar stores in North Tulsa. First, she started researching policy tools, such as **"formula" business restrictions**, that could block new dollar stores and open opportunities for full-service grocery

stores instead. In the spring of 2017, she called for a short-term moratorium on new building permits for dollar stores. Pressing the pause button, she explained, would give the city time to craft a permanent policy.

But the city's legal department, Hall-Harper says, was slow in doing the research and preparing language for the moratorium. In the meantime, a developer filed plans for yet another Dollar General in the neighborhood, this one just down the block from an existing Family Dollar. "I felt [the city was] procrastinating, so the developer could get a building permit," she says.

That led Hall-Harper to open a second front in her campaign: she rallied residents to **protest** the new Dollar General and pressure the mayor and City Council to act. "To my knowledge, this was probably one of the first times a city councilor from Tulsa was out actively organizing and coordinating protests of an incoming business," says Hall-Harper. This inside-outside strategy paid off.



Hall-Harper joins Dollar General protest. Photo Credit: *Vice News*, 2018.

In late August, just a few days before Labor Day, the City Council finally took up Hall-Harper's proposed dollar store moratorium. Residents of North Tulsa filled the chambers and one by one spoke in favor of the measure — a show of support that Hall-Harper says made all the difference. The moratorium passed by a 5-to-4 vote. It suspended the permitting of new "small-box discount stores" for a period of six months in Hall-Harper's district.

Three months later, Hall-Harper proposed a permanent change to the city's zoning code. She introduced a "**dispersal**" ordinance that would restrict the development of dollar stores in North Tulsa. Intended to foster "greater diversity in retail options and convenient access to fresh meats, fruits and vegetables," the measure prohibits a dollar store from opening within one mile of an existing dollar store in a designated "overlay" district. It also prioritizes full-service grocery stores by cutting in half the number of parking spaces they are required to have.

While other cities have adopted **more aggressive limits** on chain retailers, Hall-Harper's measure was one of the first to specifically target dollar stores. And in Tulsa, it was a reach. The city has long favored a permissive approach to development, even going so far as to use its powers of eminent domain to seize land for developers over the objections of residents.

"I was told, 'That is illegal, we can't do that.' But fortunately, I had done my research," says Hall-Harper. "Communities have the authority, and in my opinion the responsibility, to put these policies in place."

The Tulsa Metro Area Planning Commission opposed the ordinance, voting 7-3 to recommend that the City Council reject it. The city's daily newspaper, the *Tulsa World*, likewise **editorialized against it**, writing that the measure would "put government-enforced restrictions on where north Tulsans can do business and get jobs." The paper added: "We prefer incentives to encourage development to restraints to prevent it."

"We kept pushing," says Hall-Harper of the neighborhood's campaign. That pushing paid off. In April 2018, Tulsa's Healthy Neighborhood Overlay ordinance passed the City Council on a 5-2 vote and was signed by the mayor.

Now Hall-Harper and the community's organizing is paying off in another way. "We'll [soon] have a groundbreaking of a new grocery store," she explains.

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That new store is being developed through a project led by the **Tulsa Economic Development Corporation (TEDC)** in partnership with the City of Tulsa. Aiming to “eliminate food deserts in Tulsa’s most distressed communities,” TEDC has raised \$3 million from federal block grants and other sources to build a 15,000-square-foot grocery store in North Tulsa.

TEDC is in the process of identifying an operator that will own and operate the new store and lease the TEDC-owned building being constructed for the project. “Our number one [criteria] is that they have a passion for what we’re doing,” explained Kim Prince, TEDC’s Operations Associate. TEDC is a nonprofit community development financial institution that seeks to create “economic vitality in communities by encouraging small business growth.”

Once a store operator is selected in early 2019, construction of the store will begin, with the aim of opening by the end of the year. A local architecture firm is already drawing up designs for the building, based on input from residents. “The community wants an aesthetically pleasing store, something they can take ownership of,” explains Hall-Harper.

For Hall-Harper, though, this single victory is just the first step. “One grocery store isn’t enough,” she points out. There is no shortage of ideas, from helping local entrepreneurs open food stores to supporting new models like **mobile grocery trucks**. “Reaching every citizen is how I’ll know we were successful,” she says.

That long-term vision, though, hinges on the ability of new food stores to carve out enough market share to survive, and that’s far from guaranteed. “The proliferation of dollar stores certainly has made that a challenge to overcome,” says Hall-Harper.

How Communities Can Check the Growth of Dollar Stores

The dollar chains have been able to multiply virtually unimpeded because most communities have relatively lax planning and zoning policies. Even in Vermont, where big-box retailers must navigate a thicket of environmental and land use policies, dollar stores, by virtue of being relatively small in size, rarely face permitting hurdles or scrutiny by planning boards under current policies.

As the story of Tulsa illustrates, some communities are beginning to correct this. In addition to limiting the density of dollar stores, as Tulsa did, another option for cities is to adopt a **policy that restricts “formula” businesses** — those that follow a cookie-cutter format. Used in dozens of small towns and cities, including San Francisco and Jersey City, N.J., formula businesses policies offer a way to limit chain stores or require that they meet certain conditions to open. These measures typically cover all types of retailers, including dollar stores.

Motivated in part by increased development pressure from dollar stores, **Mendocino County, Calif.**, passed a formula business policy in 2016. The measure, which covers unincorporated areas of the county that are outside municipal boundaries, requires chain stores to seek a special permit in order to open. The permit application involves a public hearing, and county staff then review the application based on whether the proposed formula business would fit the community’s character. The idea is not to stop all development, but to establish a process for weighing the merits of particular projects.

“Be ready to have to do your own research,” Vanessa Hall-Harper advises local leaders and residents who want to take on dollar stores. “Having examples [of policies passed by other cities] keeps you as an elected official encouraged that this work is possible, even when you’re up against opposition from the powers that be.”

Another key to winning, Hall-Harper says, is community engagement. “I honestly believe we wouldn’t have been successful if the community didn’t come out,” she notes.

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Residents protest dollar store development in North Tulsa, Okla. Photo Credit: *Black Wall Street Times*, 2017.

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Already some cities are moving to replicate Tulsa's success. In Mesquite, Texas, which saw 15 new dollar stores built over the course of a decade, the city consulted with Hall-Harper and ultimately passed a **similar dollar store "dispersal" ordinance**.

In New Orleans, several city council members have recognized dollar stores as a problem. Similar to Tulsa, they've seen these stores concentrate in particular neighborhoods. In 2018, New Orleans City Council **passed a motion** directing the city's planning commission to conduct a study to help "classify, define and regulate" dollar stores. Along with this **"Small Box Retail Diversity Study,"** finalized in December, the commission has scheduled public hearings and invited public comments.

Cities and states can also take steps to actively support the development of local grocery stores, just as Tulsa is doing with TEDC's new grocery store. One of the biggest barriers entrepreneurs face in starting new grocery stores is securing a business loan. The **Pennsylvania Fresh Food Financing Initiative** has shown how to solve this problem. Through loans made over the course of about a decade, it has facilitated the opening and expansion of more than 80 local food stores in underserved cities and towns across the state.

As these policy examples illustrate, communities are not at the mercy of the dollar chains and their plans to blanket both rural and urban America with thousands of new stores. By blocking the spread of dollar stores and fostering the growth of local grocers, cities and towns can begin to close the gap in access to fresh food while also building local power and opportunity.

*If you liked this post, be sure to sign up for the monthly **Hometown Advantage newsletter** for our latest reporting and research.*

Correction: The map in the story has been updated to correct errors in the original that misrepresented the distribution of African Americans in Tulsa. Additionally, this story has been updated to reflect new information about the grocery store being developed in North Tulsa and add details about Dollar Tree's acquisition of Family Dollar.

Related Resources

- **More Cities Pass Laws to Block Dollar Store Chains**
- **Dollar Store Impacts Fact Sheet [PDF]**
- **New Maps Show Alarming Pattern of Dollar Stores' Spread in U.S. Cities**



Dollar stores are thriving - but are they ripping off poor people?

Plenty of items actually work out pricier than buying from supermarkets - but many don't have that luxury

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Joe Eskenazi in San Francisco

Thu 28 Jun 2018 06:00 EDT

While online retailers have transformed the landscape of American commerce, the largest three dollar-store chains are prospering offline, opening more than 1,800 stores last year.

The cost of a trip can be so negligible - the average customer drops \$29 a month - and dollar stores have grown so ubiquitous, that it's hard to countenance what economists confirm: visitors to dollar stores are often paying more than well-off consumers who shop elsewhere.

"If you're budget-constrained, then you make choices that are not optimal," said Professor John Strong, a dollar-store expert at the College of William & Mary.

The bags of flour at a Dollar Store just south of San Francisco cost only \$1, but they also only weigh two pounds. Most bags in the supermarket are five pounds, and can be scored for less than \$2.50 at cavernous retailers like Walmart or Costco - though these require time and, often, a car to access.

Dollar store raisins are only 4.5 ounces. At a big box store, however, 72 ounces of raisins cost \$10.50 - meaning dollar store customers are paying 52% more.

Cartons of milk at a dollar store are only 16 ounces - which prorates to \$8 per gallon, more than what you would pay for even top-of-the line milk at Whole Foods.

Deep-discount retailers have flourished in recent decades, popping up like mushrooms in the depressed locales big-box stores economically eviscerated in the decades before.

The Family Dollar chain opened up some 1,500 new stores between 2010 and 2013 alone - well more than one a day. Dollar Tree picked up Family Dollar several years ago, and its most recent annual report notes it has 14,334 locations across the United States and Canada. It is now a \$20.7bn-a-year behemoth.



A Dollar General store in Westminster, Colorado. Photograph: Rick Wilking/Reuters

"We saw an opportunity," Dollar Tree's co-founder Macon Brock wrote in his 2017 book *One Buck at a Time*. "When a customer walked into our store, she could shut off her brain. She didn't have to think, didn't have to calculate how much she was spending. All she had to do was count - 'One, two, three, four, five, six. I have six items and I have six dollars. I can buy this.'"

Some items are indeed more economical at dollar stores: toys, greeting cards, hangers.

And their allure is clear at the store near San Francisco, where Bruce Barringer is 57, retired, living on a pension and in an aisle stocked with medical products.

He doesn't want to go into too many details, but it's clear Barringer's life has taken a turn of late. He recently relocated from Sacramento to the Bay Area and says he is going through a "transition". He has "downsized". He doesn't need a lot of things. "But I'm on a fixed income," he says, "so I really do need to shop at Dollar Tree."

Seen one way, dollar stores, like a layaway plan or payday loan, are yet another manifestation of people of limited means getting around an unaffordable cost-of-entry by paying more to get less.

Strong, however, points out that dollar stores are often well-received in the neighborhoods they move into, which were economically strangled by the big-box stores on the city's periphery. Yes, someone with the cash on hand to buy in bulk would do better to do so, but Strong adds that dollar stores are still cheaper for locals than the liquor shops and convenience stores they compete with. They are the least bad option. And, with vegetables, milk, eggs and meat, they're often what passes for an oasis in the food desert.

"We have so many people who are pretty close to the line in trying to get by," says the economist. "Until incomes are raised for the bottom third of the population, dollar stores will be part of the landscape."

This article was amended on 28 June 2018 to remove an incorrect estimate of the price of flour at dollar stores.

America faces an epic choice ...

... in the coming year, and the results will define the country for a generation. These are perilous times. Over the last three years, much of what the Guardian holds dear has been threatened - democracy, civility, truth.

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How Dollar Stores Prey on the Poor

“Their whole strategy is to go to a neighborhood that has a lot of poor people who don’t have access to transportation and can only walk to and from the dollar store.”

by Michael Sainato
October 1, 2019

Blaine Griffin knows that messing with the dollar store industry is a risky proposition.

“I understand people have concerns and criticisms because they feel this is a free market and a capitalist society,” Griffin, a member of the Cleveland City Council, tells *The Progressive*. “But we feel that there is a price of doing business in the city of Cleveland.” While the city doesn’t want to be “overbearing,” he says, it does want to hold bad operators accountable.

By some measures, Cleveland, Ohio, is the [second-poorest city](#) in America, behind only Detroit, Michigan. Nearly [54 percent](#) of children there live in poverty. A [report](#) conducted by the Institute on Metropolitan Opportunity at the University of Minnesota Law School in

April 2019 found that Cleveland's neighborhoods are experiencing economic decline and the city's low-income population is growing despite losing [10 percent](#) of its overall population since 2000.

These conditions have opened up Cleveland's neighborhoods to the proliferation of dollar stores—[more than thirty-five in all](#). On the surface, this may seem like an innocuous development. Dollar stores offer what are billed as low prices—many items really do cost a buck—on common goods, from snacks to school supplies.

But critics say dollar stores [contribute](#) to declines in economic and public health as they displace full-service grocery stores, eliminate jobs, and undercut competition from other retailers and small businesses.

Across the United States, economically distressed communities are pushing back against high concentrations of dollar stores and their negative impacts.

“It’s kind of like a corporate bodega on steroids,” says Charles Bromley, co-director of [Shaker Square Alliance](#), a community group that has [opposed](#) the development of new dollar stores in Cleveland.

“Their whole strategy is to go to a neighborhood that has a lot of poor people who don’t have access to transportation and can only walk to and from the dollar store,” Bromley says. “The big stores, the chains, are pulling out of these neighborhoods.”

Bromley’s group began to protest dollar stores in response to complaints about overflowing trash at a dollar store in Cleveland’s Buckeye-Shaker neighborhood. Community groups like Shaker Square Alliance [were successful](#) in their effort to open a full-service grocery store, Simon’s Supermarket, in the neighborhood in October 2018. But Bromley says the store is struggling—despite receiving [\\$1 million](#) in subsidies to open—due to competition from the high volume of local dollar stores.

The Cleveland City Council is [currently weighing](#) an ordinance proposed by Griffin to impose a temporary moratorium on dollar stores. The measure will likely come to a vote sometime over the next few months.

“We want to try to provide a more equitable model to provide healthy options for the citizens of Cleveland,” Griffin says. “We feel there are certain brands of dollar stores that don’t bring added value to our community.” He cites recent zoning law changes in Birmingham, Alabama, as an example of what he wants the Cleveland City Council to achieve.

In July 2019, the city of Birmingham [passed](#) a law to limit the number of dollar stores. Its goal was to increase fresh food availability in a city where [69 percent](#) of the population lives in a “food desert.”

A food desert, as [defined](#) by the United States Department of Agriculture, is an area in which at least a third of the population lives more than a mile from a supermarket or large grocery store, or ten miles for rural communities.

The rapid expansion of dollar stores across the United States has contributed to the problem of food deserts. [Research](#) conducted by Ashanté Reese, an assistant professor of anthropology at Spelman College, has demonstrated that food access reflects historical patterns of racial segregation, as supermarket availability is much lower in predominantly black and low-income neighborhoods.

“The dollar chains are targeting both small towns and low-income urban neighborhoods, especially black neighborhoods.”

“The dollar stores make the argument they’re expanding food access, but what they’re really expanding is access to unhealthy foods like candy, chips, and soda,” says Julia McCarthy, a senior policy associate at

the [Center for Science in the Public Interest](#). “The healthy food options at dollar stores are really limited. Fewer than 3 percent of Dollar General stores [offer](#) these.”

Birmingham’s law [limits](#) concentration of dollar stores to a one-mile radius, and provides incentives for grocery stores, farmers’ markets, and community gardens.

“Our ordinance has mobilized a lot of people,” says Yuval Yossefy, data management specialist with the city’s department of innovation and economic opportunity. “We’ve received some really interesting ideas, everything from grocery co-ops, expanding urban agriculture and community gardening, all sorts of interesting projects that the residents themselves are pushing. This has given us a way to communicate to residents that this is a priority.”

In urban neighborhoods, high saturations of dollar stores [deter](#) grocery stores and other businesses from entering the market. Dollar stores tend to [employ](#) fewer employees than independent grocery stores and typically offer no fresh produce, and just a small selection of processed foods.

And, in fact, products in dollar stores have also been [shown](#) to actually be more expensive than in grocery and other retail stores, as the products are packaged in smaller quantities in order to be sold for a dollar and appear cheaper. For instance, *The Guardian* [reported](#) that a two-pound bag of flour can be found in dollar stores for \$1, but five-pound bags are often sold for less than \$2.50 in larger supermarkets.

Despite all of these drawbacks, in the race to control the proliferation of dollar stores, the dollar stores are winning.

Dollar General [plans](#) to open 975 retail locations in the United States in 2019, making it by far the top retail company for domestic expansion. Dollar Tree has 350 [planned](#) openings in 2019.

From 2011 to the end of 2018, Dollar General and Dollar Tree locations [increased](#) from around 20,000 retail locations to nearly 30,000. There are [more](#) dollar store retail locations than the combined total of Walmart and McDonald's locations, and more Americans [rely](#) on dollar stores for food than Whole Foods supermarkets.

Dollar General has [achieved](#) consistent sales growth for the past twenty-nine years and is currently the largest retail chain in the United States by store count. Around [57 percent](#) of Dollar General's business comes from households with less than \$49,900 in annual income. Chief Executive Officer Todd Vasos [told](#) *The Wall Street Journal* in December 2017 that his company's primary customer base consists of low-income Americans and that the economic decline in communities across the United States is facilitating Dollar General's expansion.

"The economy is continuing to create more of our core customer," Vasos [said](#) in that interview. "We are putting stores today [in areas] that perhaps five years ago were just on the cusp of probably not being our demographic and it has now turned to being our demographic."

Stacy Mitchell, co-director of the [Institute for Local Self-Reliance](#), says half of all U.S. retail store openings in the past six months have been dollar stores.

"They are far from done," she adds. "Dollar General and Family Dollar [report](#) that they have identified locations for another 20,000 outlets combined."

Mitchell says her group consistently receives inquiries from communities around the United States struggling with dollar stores and their negative economic impacts.

"The dollar chains are targeting both small towns and low-income urban neighborhoods, especially black neighborhoods," Mitchell says.

In urban areas, Mitchell says, “the dollar chains’ strategy of saturating communities with multiple outlets is making it impossible for new grocers and other local businesses to take root and grow. Basically, they’re locking in poverty.”

And in small rural towns, local grocery supermarkets have [reported](#) a 30 percent decline in sales after the introduction of a dollar store to an area.

David Procter, director of the [Center for Engagement and Community Development](#) at Kansas State University, helps run a rural grocery initiative [started](#) in 2006 to provide resources to sustain independent rural grocery stores.

He explains that, initially, big box retail chains like Walmart were among the most prolific competitors to independent rural grocery stores, but that shifted to dollar stores around five years ago. That’s in part because of how savvy dollar stores have been at, well, making dollars.

“What grocers have told us is the middle-of-the-store items generate the highest percentage of profit, the shelf stable items” of the sort dollar stores sell, Procter says. “Small town grocery stores operate at a small profit margin to begin with. It is an area that dollar stores are strongest [in] and it strikes at the best profit area of grocery stores.”

Procter thinks independent grocers still have some advantages over their dollar store competitors, including greater variety of products, higher quality customer service, civic spaces within stores, and better relationships with local communities. But population [decline](#) in the rural Midwest combined with the [increasing concentration](#) of food manufacturing and distribution is making it more difficult for independent rural grocery stores to survive.

“It’s getting more and more difficult to find a single entrepreneur who

“It’s getting more and more difficult to find a single entrepreneur who will come into a town and agree to establish a grocery store,” Procter says. “So what we find is more and more communities are banding together to build and run grocery stores.”

Dollar General did not respond to multiple requests for comment on this story. In a recent [comment](#) to CNN, Dollar General spokesperson Crystal Ghassemi said, “We are disappointed that a small number of policymakers have chosen to limit our ability to serve their communities. We believe the addition of each new Dollar General store represents positive economic growth for the communities we serve.”

Sidebar #1: Wanted: Fewer Stores, More Dollars

Across the country, municipalities have imposed and enacted restrictions on dollar stores.



Wyandotte County, Kansas, which includes Kansas City, in 2016 passed an ordinance limiting the number of dollar stores in the region, with a separation requirement of 10,000 feet for any new dollar store retail locations.

In **Tulsa, Oklahoma**, the city council in April 2018 passed restrictions on dollar stores, requiring new ones to be at least one mile apart from existing retail locations. The changes came after a six-month moratorium on all new dollar stores passed in September 2017. Oklahoma City passed a similar moratorium in May 2019.

In August 2018, **Mesquite, Texas**, a Dallas suburb with around 140,000 residents, passed new regulations limiting the number of dollar stores. Officials cite the high influx of permit applications and the congestion of dollar stores in certain neighborhoods.

..

"They were not only going into areas where we thought they might push out competition for a grocery store that serves fresh food, but they were also concentrating themselves," says Mesquite City Manager Cliff Keheley. "We had concerns this type of concentration and the number would deter us from being able to attract a grocery store in some neighborhoods that have lower income and it would be marginal for a grocery store to consider going there."

The regulations limit new dollar store locations to a one-mile distance from existing locations and mandated new dollar stores must devote at least 10 percent of their floorspace to fresh food.

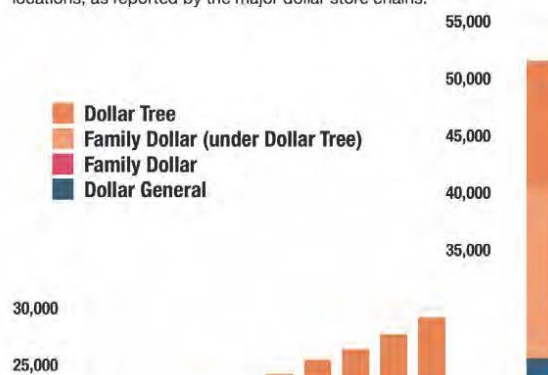
Other communities are looking to follow suit. In **Broadview Heights, Ohio**, a city near Cleveland, city officials are seeking a temporary moratorium on dollar stores in response to issues of oversaturation similar to those experienced by neighborhoods in Cleveland.

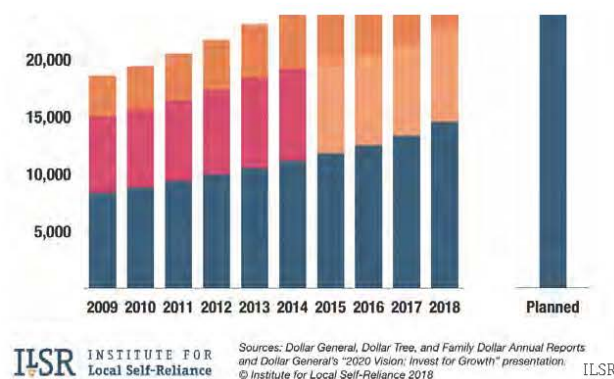
Several small towns in rural Michigan are debating whether to take action in response to a recent influx of dollar stores in the region. And New Orleans, Louisiana, and Fort Worth, are currently considering imposing restrictions to these stores' growth.

Sidebar #2: By the Numbers

Number of Dollar Stores By Year and Planned Stores

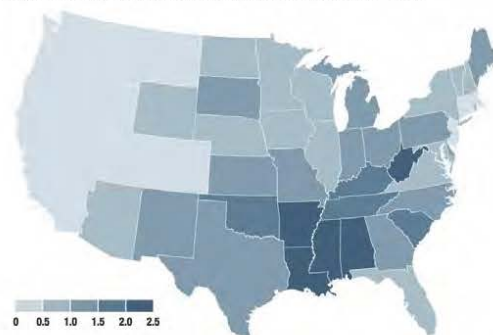
"Planned" stores are based on identified opportunities for new locations, as reported by the major dollar store chains.





Number of Dollar Stores per 10,000 Residents by State

Number of stores include Dollar General, Dollar Tree, and Family Dollar locations



ILSR INSTITUTE FOR Local Self-Reliance Source: Dollar General and Dollar Tree 2017 Annual Reports © Institute for Local Self-Reliance | Marie Donahue (2018)

Tags

OCTOBER/NOVEMBER 2019 / CORPORATIONS / MAGAZINE / ECONOMIC DISPARITY / FOOD AND AGRICULTURE / LOCAL GOVERNMENTS



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Michael Sainato is a journalist based in Gainesville, Florida. His work has appeared in the Intercept, The Guardian, The Nation, Vice.com, and Huffington Post.

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October 1, 2019

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Dollar Stores Are Taking Over the Grocery Business, and It's Bad News for Public Health and Local Economies

A new report shows growth of dollar stores in low-income and rural communities furthers inequity and pushes out local businesses.

BY **CLAIRE KELLOWAY**

Posted on: December 17, 2018 [31 Comments](#)

Today, there are more dollar stores in the United States than all Walmarts and Starbucks combined. These low-priced “small-box” retailers, like Dollar General, offer little to no fresh food—yet they feed more Americans than either Trader Joe’s or Whole Foods, and are gaining on the country’s largest food retailers.

Detailing the explosion of dollar stores in rural and low-income areas, the [Institute for Local Self-Reliance](#) (ILSR) recently [released a report](#) that shows how these retailers exacerbate economic and public health disparities. The report makes the case that dollar stores undercut small rural grocers and hurt struggling urban neighborhoods by staving off full-service markets.

ILSR also argues that the proliferation of dollar stores is the latest outgrowth of an increasingly concentrated grocery sector, where the [top four chains](#)—Walmart, Kroger, Ahold-Delhaize, and Albertsons—sell [44 percent](#) of all groceries, and Walmart alone commands [a quarter](#) of the market. These dominant chain stores have decimated independent retailers and divested from [rural and low-income areas](#), as well as [communities of color](#).



A Dollar General in Morgantown, West Virginia. (Photo credit: [Taber Andrew Bain](#))

“Earlier trends in big box store [growth] are making this opening for dollar stores to enter,” says Marie Donahue, one of the report’s authors. “We’re seeing a widening gap of inequality that’s a result of wealth being extracted from communities and into corporate headquarters... Dollar stores are really concentrating in communities hit hardest by the consequences of economic concentration.”

“Before this report, I had no idea that dollar stores were proliferating in this way,” says Dr. Kristine Madsen, Faculty Director of the [Berkeley Food Institute](#). But, she adds, “it doesn’t surprise me that these incredibly cheap stores may be the only choice for people [who] may be choosing between medicine and rent and food.”

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Dollar General did not respond to a request to comment for this article.

Profiting Off Customers in “Food Deserts”

Two companies, Dollar Tree (which acquired Family Dollar in 2015) and Dollar General, have expanded their footprint from just under 20,000 stores in 2010 to nearly 30,000 stores in 2018, with plans to open yet another 20,000 stores in the near future. Dollar General alone opens roughly **three stores a day**.

Most of these new stores are in urban and rural neighborhoods where residents don't often have access to fresh fruits and vegetables. In 2015, in fact, Dollar Tree and Dollar General represented **two-thirds** of all new stores in "**food deserts**," defined by the U.S. Department of Agriculture (USDA) as low-income areas where a third or more of residents live far from a full-service grocery store. Dollar General predominantly targets rural areas, though it's beginning to compete with Family Dollar, which is ubiquitous in urban food deserts.

Profiting off these left-behind places is baked into dollar stores' business plan. In 2016, low-income shoppers **represented** 21 percent of Dollar General's customers but 43 percent of their sales. Dollar General executives publicly described households making under \$35,000 and reliant on government assistance as their "**Best Friends Forever**." When discussing growing rural-urban inequality, Dollar General's CEO **said** "the economy is continuing to create more of our core customer," i.e., more struggling rural families.

Undercutting Independent Grocery Stores

Some, including **dollar-store executives themselves**, argue that a low-cost retailer seeking to go where no one else will benefits underserved communities. But ILSR argues that dollar stores are not a true solution to hunger or food insecurity. Furthermore, the group says, they do nothing to promote food sovereignty, or people's right to control the production and distribution of their own food.



Inside a Dollar General store in Eldred, Pennsylvania. (Photo credit: [Random Retail](#))

"To the extent that dollar stores are filling, in some ways, a need in communities, I think that is true in the short term," says Donahue. "But really our research is demonstrating ... those foods aren't as good quality as full-service grocers or independent local stores, which may be able to connect to local farmers and the larger food system."

Dollar stores sell predominantly shelf-stable and packaged foods. Four-hundred-and-fifty Dollar General locations are [experimenting with an expanded refrigerator section](#) to respond to a demand for more fresh fruits and vegetables. But, to date, the fresh and frozen offerings that do exist in these stores [consist of](#) processed meats, dairy products, and frozen meals. In other words, customers don't have the same wide selection as they do in a traditional full-service grocery store.

"Grocery stores have more variety and a higher quantity of healthy foods than do dollar stores," says Dr. David Procter, director of the [Rural Grocery Initiative](#), a program of Kansas State University's Center for Engagement and Community Development.

Despite their reputation, dollar stores don't provide the best deals either. They often sell products in smaller quantities to keep a low price tag and draw in cash-strapped buyers. But when comparing per-ounce prices to a traditional grocery store, dollar store customers tend to pay more. Reporting by *The Guardian* found that the prorated cost of dollar store milk cartons comes to **\$8 per gallon**, for example.

Dollar store customers do, however, find genuine value in things like greeting cards, pasta, coat hangers, and other everyday home goods. But this very cost-cutting is what makes dollar stores uniquely brutal competitors for smaller independent grocers.

"There's very little money made on all kinds of segments of the [independent] grocery store, but where [grocers] do make their most money ... is in paper goods and dry goods," explains Procter. "That is really the heart of Dollar General ... and it's cutting into the largest profit area of the grocery store, that's the real challenge."

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By sucking away this source of revenue, dollar stores tend to drive out the few independent grocers that remain, especially in rural areas. ILSR's report found that "it's typical for sales [at local grocery stores] to drop by about 30 percent after a Dollar General opens."

Additionally, a **survey** by the Rural Grocery Initiative found that competition from large chain stores is the single largest challenge facing independent rural grocers. In the '90s, **Walmart** was their main challenger; now Dollar General is moving in where even Walmart wouldn't go, pushing out more local businesses.

The Benefit of—and Fight for—Small, Local Stores

Residents lose more than fresh foods when their **local grocery store disappears**. They lose jobs, local investment, and a voice in their food choices.

According to federal data, small independent grocers employ **nearly twice** as many people per store when compared to dollar stores. “When you have a hometown grocer owned by people who are committed to that community, not only are all the decisions made locally, but all of the profits stay in that town,” says Procter. “Some of the money that’s being generated in Dollar General stores is going to their headquarters in Tennessee, and the decisions about whether or not that [store] stays open or what they offer is being made by out-of-state corporate decision makers.”



A Dollar Tree store in Cheshire, Conn. (Photo credit: **Mike Mozart**)

In addition to undercutting existing stores, the proliferation of dollar stores can shut out new entrants. This is a particular concern in low-income urban areas and communities of color. ILSR’s report features the case of Tulsa, Oklahoma, where there’s a 14-year life expectancy gap between residents in the predominantly Black north Tulsa neighborhood and residents in the predominantly white south Tulsa neighborhood. ILSR found that dollar stores have “concentrated in [Tulsa] census tracts with more African American residents,” and community members are not happy about it.

“I don’t think it’s an accident they proliferate in low socio-economic and African American communities,” Tulsa City Councilor Vanessa Hall-Harper told **ILSR**. “That

proliferation makes it more difficult for the full-service, healthy stores to set up shop and operate successfully.”

However, Tulsa’s story also provides a glimpse of hope into what some communities can do to halt the invasion of dollar stores. Hall-Harper worked to pass **zoning ordinances** that would limit dollar store development and encourage full-service grocers to set up shop. She rallied residents to protest the opening of a new Dollar General and join city council meetings to show support for a temporary dollar store moratorium. City council passed the moratorium and the zoning changes seven months later. North Tulsa will soon have a new grocery store, operated by **Honor Capital**, a veteran-owned company that has a food-access mission. **Rural communities in Kansas** have similarly organized and leveraged city council to halt a proposed Dollar General.

“It’s great to see a community really fight for this ordinance and show up to public meetings and hearings and challenge those traditional systems that would have just approved development for more dollar stores in the area,” says Donahue.

*Top photo: Outside a Dollar General in Fort Hancock, Texas. (Photo credit: **Thomas Hawk**)*

LEAVE A COMMENT

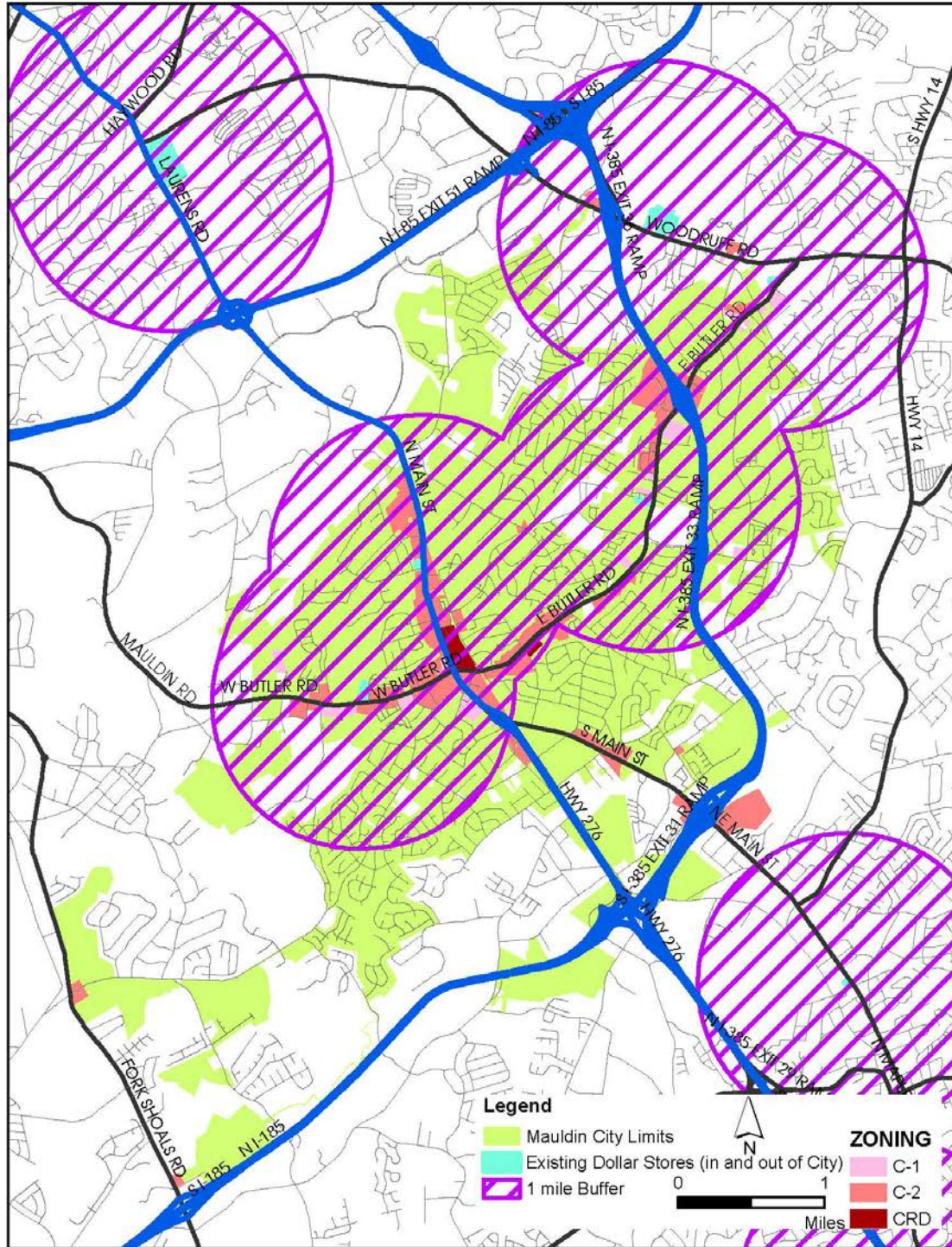
Name *

Email *

Website

SEND

One-Mile Buffer from ALL Dollar Stores



CITY COUNCIL AGENDA ITEM

MEETING DATE: August 17, 2020

AGENDA ITEM: 8a

TO: City Council

FROM: Business & Development Services Director, David C. Dyrhaug

SUBJECT: Annexation of Access 100 Property at Old Laurens Road
*** **FIRST READING** ***

OWNER(S):	Access 100, LLC
TAX MAP NUMBER(S):	Part of 0294.00-01-017.00
LOCATION:	At Old Laurens Road
CURRENT ZONING:	R-12 (County)
REQUESTED ZONING:	I-1, Industrial
SIZE OF PROPERTY:	Approx. 0.45 acres
CONTIGUITY:	This tract is directly adjacent to the Access Point Business Park located on Old Laurens Road that was annexed into the City of Mauldin on October 21, 2019

REQUEST

The City of Mauldin has received a signed petition requesting the annexation of a tract of land pursuant to South Carolina Code of Laws Section 5-3-150. This petition includes approximately 0.45 acres owned by Access 100, LLC, and is located along Old Laurens Road.

The applicant has requested that this tract be zoned I-1, Industrial, upon annexation into the City of Mauldin. The applicant has already begun construction of the Access Point Business Park on 53 acres adjacent to this site. The applicant recently acquired this 0.45-acre tract to add to this existing project site.

HISTORY/BACKGROUND

This property is currently undeveloped. However, the adjacent 53-acre tract in the City of Mauldin is currently being developed for the Access Point Business Park. Phase 1 and Phase 2, which include a 156,000-square foot building and a 158,760-square foot building, respectively, are currently under way. Phase 3 will include a 284,580-square foot building.

UTILITIES AND SERVICES

All utilities are available including water and sewer. This tract is currently located in the Simpsonville Fire Service Area. This tract will be served by the Mauldin Fire Department upon annexation.

PLANNING AND ZONING

About the I-1 District

The I-1 district is established to provide for manufacturing, assembly, and warehousing activities. This district includes regulations and standards intended to protect neighboring land uses from potentially harmful noise, odor, smoke, dust, glare, stream pollution, or other objectionable effects.

Comprehensive Plan Analysis

The Future Land Use Map for this tract calls for an employment center consisting of service and industrial businesses. The I-1 zoning district supports this designation in the Comprehensive Plan.

Surrounding Development/Zoning

These properties are surrounded by the following zoning and land uses:

Direction	Zoning District(s)	Existing Use(s)
North	I-1 (City)	Access Point Business Park (under construction)
South	I-1 (County)	Industrial (Moving & Storage, CUI)
East	R-12 (County)	Dalewood Heights subdivision
West	I-1 (City)	Access Point Industrial Park (under construction)

TIMELINE

In July 2020, staff received the signed petition for the annexation of this tract.

On August 3, 2020, the Building Codes Committee forwarded this annexation to City Council with a recommendation to approve.

FISCAL IMPACT

The annexation of this tract is not expected to result in any fiscal impact to the City except as far as it aids the Access Point Business Park construction project. The Access Point Business Park will result in a net financial benefit to the City of Mauldin stemming from the collection of commercial property taxes and annual business license fees.

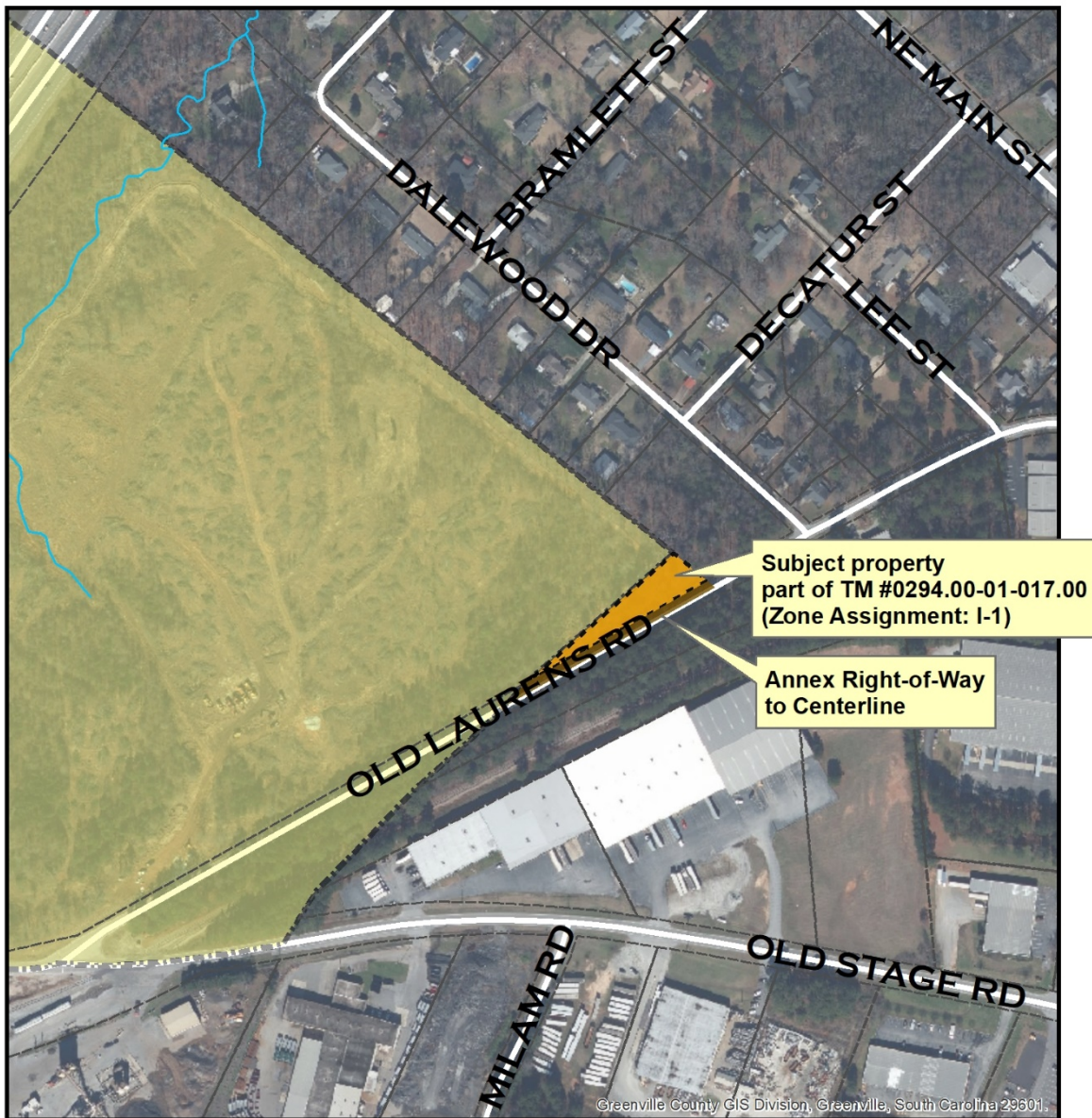
RECOMMENDATION

Consider first reading of the ordinance to annex this property.

ATTACHMENTS

Annexation Ordinance (maps and petitions attached therein)

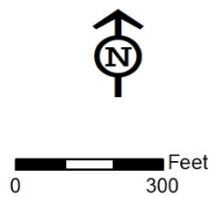
Access 100 Property Annexation Map



Legend

Annexation

- Subject Property
- Right-of-Way
- Mauldin City Limits



Created on July 28, 2020

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ORDINANCE ____-2020

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY ACCESS 100, LLC, AND LOCATED ALONG OLD LAURENS ROAD (PART OF TAX MAP PARCEL: 0294.00-01-017.00) BY ONE HUNDRED PERCENT PETITION METHOD; AND TO ESTABLISH A ZONING CLASSIFICATION OF I-1, INDUSTRIAL, FOR SAID PROPERTY

WHEREAS, Access 100, LLC, is the sole owners of record title of a parcel of real property containing 0.45 acres, more or less, located along Old Laurens Road, which property is contiguous to the City of Mauldin and is more particularly illustrated in Exhibit 1 attached hereto; and,

WHEREAS, an Annexation Petition, attached hereto as Exhibit 2, has been filed with the City of Mauldin by Access 100, LLC, requesting that the aforementioned property be annexed into the City of Mauldin; and,

WHEREAS, the property to be annexed is contiguous to the City of Mauldin, and is more particularly depicted in Exhibit 1 attached hereto; and,

WHEREAS, Access 100, LLC, constitutes one hundred (100%) percent of freeholders owning one hundred (100%) of the real property depicted in Exhibit 1 attached hereto; and,

WHEREAS, the proposed zoning of I-1, Industrial, is compatible with the surrounding property uses in the area; and,

WHEREAS, the Mayor and Council conclude that the annexation is in the best interest of the property owner and the City;

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Mauldin that:

1. ANNEXATION: The real property owned by Access 100, LLC, and more particularly depicted in the map attached hereto marked as Exhibit 1, is hereby annexed into the corporate city limits of the City of Mauldin effective immediately upon second reading of this ordinance.

2. ANNEXATION OF A PORTION OF ADJACENT RIGHTS-OF-WAY: All of that portion of Old Laurens Road along the edge of and adjoined to the annexed property shown on the attached Exhibit to the centerline of the afore-mentioned right-of-way is also hereby annexed into the corporate limits of the City of Mauldin effective immediately upon second reading of this ordinance.

3. ZONING ASSIGNMENT: The above referenced property owned is hereby zoned I-1, Industrial.

Terry Merritt, Mayor

ATTEST:

Cindy Miller, Municipal Clerk

First Reading: _____

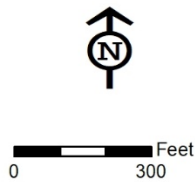
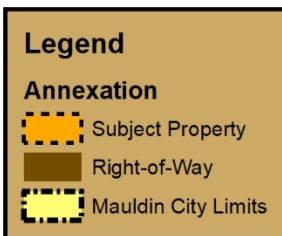
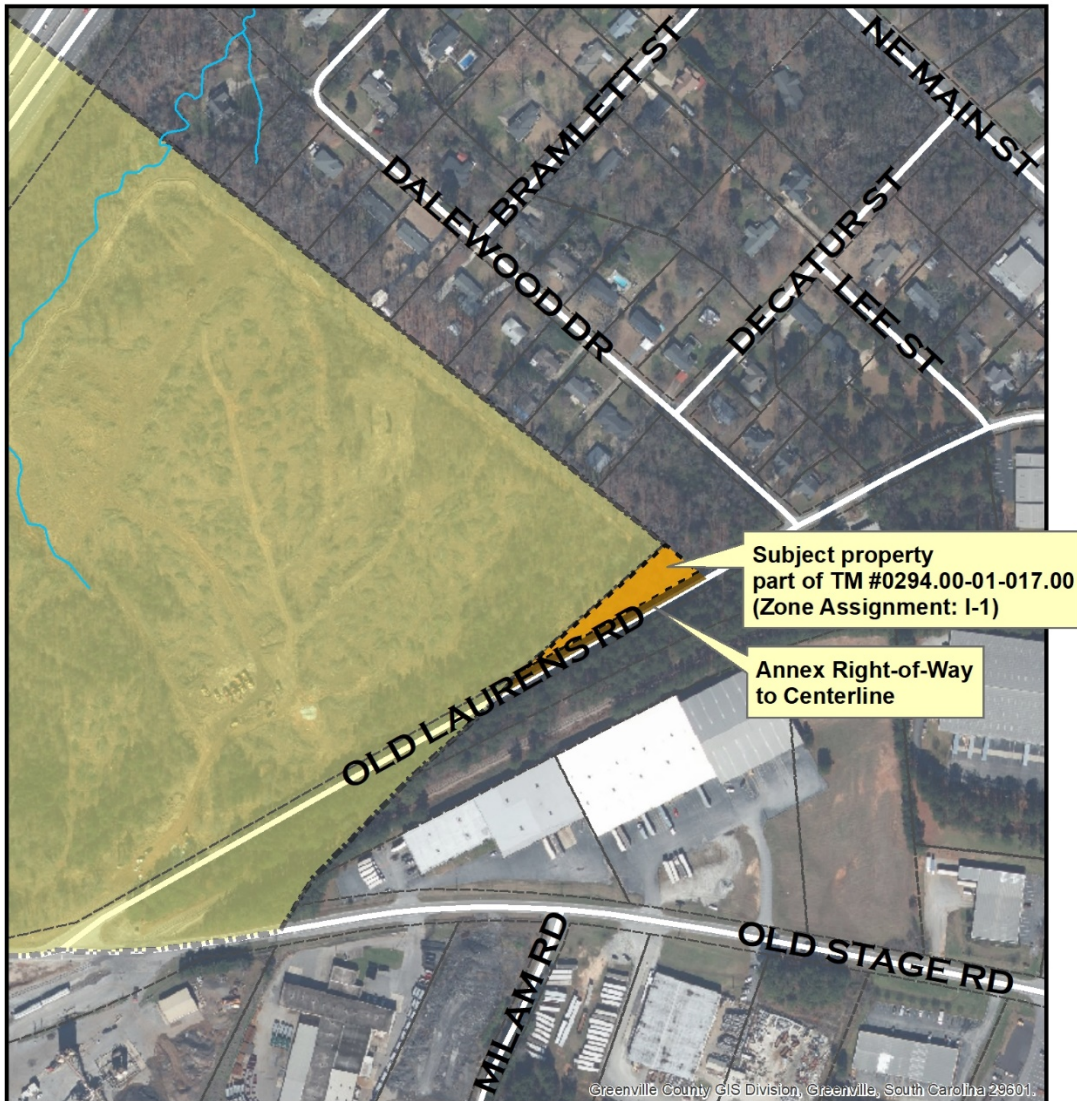
Second Reading: _____

Approved as to Form:

City Attorney

EXHIBIT 1 – ANNEXATION MAP

Access 100 Property Annexation Map



Created on July 28, 2020

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EXHIBIT 2 – PETITION

PETITION FOR ANNEXATION OF A PORTION OF REAL
PROPERTY OWNED BY ACCESS 100 LLC, AND LOCATED
ALONG OLD LAURENS ROAD INTO THE CITY OF
MAULDIN BY ONE HUNDRED PERCENT (100%) METHOD

Petitioner, Access 100, LLC, is the sole owner [freeholder owning one hundred (100%) percent of the assessed value of real property in the area proposed to be annexed] of a portion of a parcel of real property in Greenville County containing approximately 0.45 acres, more particularly described in the property description attached hereto marked as Exhibit A, and the Property Map attached hereto marked as Exhibit B.

Petitioner hereby petitions to annex a portion of their property consisting of 0.45 acres, which is contiguous to the City of Mauldin, into the corporate limits of the City of Mauldin. Petitioner also hereby petitions to assign their property the zoning classification of I-1, Industrial, as depicted in Exhibit C attached hereto, on the Official Zoning Map of the City of Mauldin.

This Petition is submitted to the City of Mauldin pursuant to the provisions of S.C. Code §5-3-150(3) authorizing the City Council to annex an area by the one hundred percent (100%) method.

This Petition is dated this 7th day of July, 2020 before the first signature below is attached.

The Petitioner requests that the portion of the tract described above and shown on the attached Exhibit A be annexed into the corporate city limits of the City of Mauldin and assign the tracts the zoning classification of I-1, Industrial, as depicted in Exhibit C attached hereto.

Date July 7, 2020

ACCESS 100, LLC

The undersigned represents that he/she has authority to bind this entity to this petition, and no other signatures are needed.

By: [Signature]

Name: B. Jackson Hughes, Jr.

Title: Manager

[Signature]
Witness

[Signature]
Witness

EXHIBIT B

PROPERTY MAP



Created on June 30, 2020

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ZONING MAP



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0 300 Feet

CITY COUNCIL

AGENDA ITEM

MEETING DATE: August 17, 2020

AGENDA ITEM: 8b

TO: City Council

FROM: City Administrator Brandon Madden

SUBJECT: Storm Water Policy

REQUEST

As requested by City Council following its April 29, 2020 Storm Water Works Session, staff developed a draft storm water policy for Council's consideration. The Public Works Committee is requested to recommend to City Council approval of storm water policy.

HISTORY/BACKGROUND

The Clean Water Act (1972), amended in 1977 and 1987, sets water quality standards, handles enforcement, and helps state and local governments develop their own pollution control plans. The National Pollutant Discharge Elimination System (NPDES) permit program, created by the Clean Water Act (CWA), helps address water pollution by regulating sources that discharge pollutants to waters of the US.

Under the CWA, the EPA (Environmental Protection Agency) provides oversight of the NPDES permits program. The NPDES permits are provided to state, tribal, and territorial governments, enabling them to perform many of the permitting, administrative, and enforcement aspects of the NPDES program. The NPDES program includes the following areas:

- Stormwater Discharges from Construction Activities
- Stormwater Discharges from Industrial Activities
- Stormwater Discharges from Municipal Sources
- Stormwater Discharges from Transportation Sources
- Oil and Gas Stormwater Permitting
- EPA's Residual Designation Authority
- Stormwater Maintenance
- Long-Term Stormwater Planning

An NPDES permit is typically a license for a facility to discharge a specified amount of a pollutant into a receiving water under certain conditions. The two basic types of NPDES permits issued are individual and general permits.

- An individual permit is a permit specifically tailored to an individual facility. Once a facility submits the appropriate application(s), the permitting authority develops a permit for that particular facility based on the information contained in the permit application (e.g., type of activity, nature of discharge, receiving water quality). The authority issues the permit to the facility for a specific time period (not to exceed five years) with a requirement that the facility reapply prior to the expiration date.

- A general permit covers a group of dischargers with similar qualities within a given geographical location. General permits may offer a cost-effective option for permitting agencies because of the large number of facilities that can be covered under a single permit.

As it relates to stormwater discharges from municipal sources, polluted stormwater runoff is commonly transported through municipal separate storm sewer systems (MS4s), and then often discharged, untreated, into local water bodies.

An MS4 is a conveyance or system of conveyances that is:

- owned by a state, city, town, village, or other public entity that discharges to waters of the U.S.,
- designed or used to collect or convey stormwater (e.g., storm drains, pipes, ditches),
- not a combined sewer, and
- not part of a sewage treatment plant, or publicly owned treatment works (POTW).

For these conveyances or system of conveyances to be recognized as an MS4, a state, city, town, village, or other public entity must own them. These conveyances must also not be part of a Publicly Owned Treatment Works and may not operate as a combined sewer.

To prevent harmful pollutants from being washed or dumped into MS4s, certain operators are required to obtain NPDES permits and develop stormwater management programs (SWMPs). The SWMP describes the stormwater control practices that will be implemented consistent with permit requirements to minimize the discharge of pollutants from the sewer system.

Phase I MS4s

The 1990 Phase I regulation requires medium and large cities or certain counties with populations of 100,000 or more to obtain NPDES permit coverage for their stormwater discharges.

There are approximately 855 Phase I MS4s covered by 250 Individual Permits

Phase II MS4s

The 1999 Phase II regulation requires small MS4s in U.S. Census Bureau defined urbanized areas, as well as MS4s designated by the permitting authority, to obtain NPDES permit coverage for their stormwater discharges. Phase II also includes non-traditional MS4s such as public universities, departments of transportation, hospitals and prisons.

Most of the 6,695 Phase II MS4s are covered by statewide General Permits, however some states use individual permits. There are three Watershed Permits that cover 3 Phase I and 40 Phase II MS4s.

Large, medium and regulated small MS4s in South Carolina are required to obtain NPDES permit coverage in order to discharge pollutants into waters of the State. These designations (large, medium, and small) are based on urbanized areas as determined by the latest census as bulleted below:

- Large MS4 - the South Carolina Department of Transportation
- Medium MS4 - City of Columbia, Greenville County, and Richland County
- Small MS4 – 70 regulated systems. The operators of these may choose to receive coverage under a general permit or obtain individual permit coverage

ANALYSIS or STAFF FINDINGS

Greenville County is a MS4 permittee under the NPDES permit program. The City of Mauldin, like the cities of Simpsonville, Fountain Inn, and Travelers Rest, is a co-permittee under Greenville County's MS4 permit.

As the MS4 permit holder, Greenville County operates a Storm Water Program, which includes the following activities:

- Funding Mechanism for Storm Water Management. Greenville County levies a storm water fee on the properties in the unincorporated areas of the County and the incorporated areas of co-permittees (i.e., cities of Mauldin, Simpsonville, Travelers Rest, and Fountain Inn)
- Preparation of comprehensive watershed master plans for stormwater management
- Annual inspections of all stormwater management facilities, both public and private
- Undertaking regular maintenance, through contracting or other means, of stormwater management structures that have been accepted for maintenance
- Plan review and inspection of sediment control and stormwater management plans and practices
- Retrofitting designated watersheds, through contracting or other means, to reduce existing flooding problems or to improve water quality
- Responsibility for implementing all aspects of the utility including long range planning, plan implementation, capital improvements, maintenance of stormwater facilities, determination of charges, billing, and hearing of appeals and petitions
- Responsibility for providing staff support for utility implementation, including:
 - Certified Plan Reviewer representing the implementing agency
 - Certified Construction Inspector representing the implementing agency
 - Staff for planning; acquisition of interests in land including easements; design and construction of facilities; maintenance of the stormwater system; billing and administration; and water quantity and water quality management, including monitoring, surveillance, private maintenance inspection, construction inspection, and other activities which are reasonably required

The City of Mauldin (City) only owns, operates, and maintains stormwater facilities within City right of way, properly dedicated easements, or on City-owned property. The attached draft policy is intended to provide guidance for the Public Works Director and those designated by the Public Works Director (i.e. Engineering Services Manager) to make management decisions regarding what type of corrective action to take on the system (e.g., repair or replace). Also, the draft policy references and incorporates the provisions provided in the City's ordinances related to right-of-way and off right-of-way improvements.

FISCAL IMPACT

Storm water fees levied on the residential lots in the City are collected by Greenville County. Residential lots pay approximately \$25.65, annually. All non-residential parcels pay an annual storm water utility bill based on the total square footage of impervious surface within the parcel. Approximately 300,000 dollars per year is collected from city residents and business owners.

RECOMMENDATION

Approval of draft storm water policy

ATTACHMENT

Draft storm water policy

**City of Mauldin Government
Procedure Manual**

Title: Storm Water Policy

Department: Public Works

Effective Date: _____

I. Purpose

The City of Mauldin (City) only owns, operates, and maintains stormwater facilities within City right of way, properly dedicated easements, or on City-owned property.

This policy is intended to provide guidance for the Public Works Director and those designated by the Public Works Director (i.e. Engineering Services Manager) to make management decisions regarding what type of corrective action to take on the system (e.g., repair or replace).

II. Policy

The City of Mauldin will only make repairs to storm drainage facilities that lie within the City's street rights-of-ways. Storm drainage systems within State road rights-of-way are maintained by the State Department of Transportation (SCDOT). Storm drainage facilities that lie outside the City's rights-of-way are considered to be the private property of the owner of the real property on which the facilities are located.

City ordinances prohibit City personnel or equipment from doing maintenance of storm drainage systems across private property. The City will not enter private property to correct or make repairs to storm drainage facilities on private property even if the owner gives the City the express permission to do so. The reason is that once the City makes repairs, the City will have a continuing obligation to maintain the facility. Storm drainage facilities outside the rights-of-way are not deeded or dedicated to the City and therefore the City does not own or maintain them. The City will not accept a dedication of storm water facilities that lie outside of road rights of ways.

The City does not own the pipes, catch basins, etc. nor does the City own the rights-of-way or easements of these systems on private property. It does not matter whether there is a drainage easement across the property or not. This is not a City-owned easement. Therefore, it is the responsibility of the property owner to correct any storm drainage issue on their property. Likewise, if the storm drainage issue lies in a common easement managed by a Homeowner's Association, the Homeowner's Association would be responsible for correcting the issue. Developers constructed the facilities during the subdivision's development and any claims about such facilities should be directed to the developer.

The City does not perform any creek bank maintenance or stabilization. The City has never maintained creeks, rivers, drainage ditches and the like. These are naturally occurring drainage areas that are subject to erosion during periods of heavy rainfall. Their courses may even change over time. Therefore, individuals owning land on which these drainage areas exist have the responsibility to maintain them. In most instances, such drainage areas are shown on recorded plats of the subdivision or development and exist for the benefit of adjoining landowners. Usually easements are recorded on the plats or restrictive covenants concerning their existence and use.

III. Work on City Right-of-Way and Property

Work may be performed on city rights-of-way or property in the following cases:

- A. Roadside ditches: The City may provide labor, equipment, and cover material to pipe roadside ditches on city roads, provided that the affected property owner provides all necessary pipe, and catch basin materials on the site, but if piping a roadside ditch on a city road or bridge will materially benefit the road or bridge, the City Council may approve provision of the necessary materials at the city's expense.
- B. Driveway entrances: The City may provide and/or install drainage lines at private driveway entrances to facilitate proper roadway drainage, subject to the following conditions:
 - 1. No more than 20 linear feet of pipe 36 inches or less in diameter may be provided per lot.
 - 2. No pipe or structures larger than 36 inches in diameter may be installed by the City. Larger structures installed on a City right-of-way by others require an encroachment permit.
 - 3. As many as two driveway entrances, not over 20 feet in width, will be permitted on each lot, and may be paved from a minimum distance of seven feet to a maximum distance of the right-of-way line, measured from the edge of the roadway and perpendicular to the centerline. No more than 20 feet of pipe may be furnished by the City. Although two driveway entrances are allowed, the City will only provide the materials for one driveway entrance. If a citizen desires a second one, the citizen must pay the cost of the materials, installation and maintenance.
 - 4. No pipe may be furnished, installed or maintained on private roads. Installation of pipe for private roads requires an encroachment permit. Roads being constructed for dedication to the City shall be considered private prior to final acceptance.

IV. Work off City right-of-way and property.

Work may be performed off City rights-of-way or property in the following cases:

- A. Protection of City street or bridge: For correcting a situation detrimental to a City street or bridge which affects the safety of the traveling public. Such work may include, but is not limited to, stream channel improvement and sight distance obstruction removal. Upon specific approval of the City administrator, private driveways may be scraped only to the extent necessary to protect a city or county road within the city limits by channeling water into side ditches and cleaning side ditches. Hold harmless agreements are required for all such types of work.
- B. Drainage work off City rights-of-ways and properties: To perform maintenance on dedicated easements, provided that such maintenance will provide for the free flow of surface water to a live stream and/or relieve regional flooding conditions along a live stream. The City may provide labor and equipment to perform maintenance on drainage easements and installation of erosion protection, but the easement, in general, must carry water from public roads or lands or be regional in nature. This work will be accomplished only upon request and approval of all property owners adjacent to the easement and after a properly executed hold harmless agreement, and right of entry agreement, signed by all such owners is filed with the City and accepted for recording. Felled trees may be removed only if impeding the normal flow of water and only if it affects a public interest, public health, or public safety.

No maintenance assistance is offered to any development until completion. After completion of

a development project, no such assistance shall be rendered to commercial developments, industrial sites, golf courses, apartment complexes, or mobile home parks, without specific approval of council. A record of each project undertaken is to be maintained in the City Public Works Department and made available upon request. The record is to include manpower and equipment usage.

In the event the work is done by the private property owner, the work must be performed by a licensed, qualified contractor. All work must be inspected during installation and approved by the public works department upon completion and before covering.

1. Types of work:

The following types of drainage assistance may be performed by the City Public Works Department provided it affects a public interest, public health, or public safety:

- a. Machine cleaning of normally dry drainage easements to allow free flow of surface water.
- b. Installation or removal of pipe (labor and equipment only) on normally dry drainage easements. Materials must be furnished by the property owner. All materials furnished including pipe, catch basins, grates and lids must meet City standards.
- c. Installation of large stone or other erosion protection materials (labor and equipment only) on normally dry drainage easements.
- d. Unclogging and repair of pipe systems (labor and equipment only) on normally dry drainage easements.

2. Conditions:

The drainage assistance described above may only be performed under the following conditions:

- a. All requests for off right-of-way drainage assistance must be approved by the Public Works Director.
- b. All affected property owners must execute drainage assistance agreements which shall include an easement with permanent encroachment provisions and a hold harmless agreement. These agreements shall be filed with the public works department.
- c. Drainage assistance may be provided for circumstances involving water which originates from public lands or public rights-of-ways to natural stream beds or drainage systems.
- d. No materials will be furnished by the City for any of the above types of work.
- e. No assistance shall be provided to any development prior to its completion.
- f. No off-right-of-way drainage assistance shall be performed more than once in a 12-month period except under extraordinary circumstances and with the concurrence of the City Administrator.

V. Greenville County Storm Water Program

In 2002, as a federal mandate, the County of Greenville established a storm water program in order to comply with the U.S. Environmental Protection Agency (EPA) Clean Water Act. Programs were created to address water quality issues related to the storm water runoff and to help correct some of the County's worst flooding problems. Greenville County has jurisdiction within the City of Mauldin to enforce this Act.

A. Responsibilities of Property Owners within the City of Mauldin Limits

1. Property owners continue to be responsible and accountable for actions that could lead to water quality degradation and flooding issues.
2. Property owners are prohibited from attempting to block the natural path of water on their property in any way.
3. Property owners should consider the natural drainage path when installing fences and sheds.
4. Property owners are prohibited from attempting to divert water from your property onto another property. It is important to keep drainage ditches in your yard free of debris so that water can drain properly. Yard debris also causes algae blooms which affect water quality.
5. Pursuant to state law, it is the responsibility of property owners with streams on or adjacent to their properties to keep the streams free of debris and fallen trees.
6. Property owners are prohibited from dumping any substances such as dog waste, yard waste, motor oil, antifreeze, or paint into creeks or streams on their property or storm drains in your neighborhood. Streams and storm drains are part of the stormwater system. Dumping items will directly affect the water quality and can result in fines and enforcement actions.
7. Water from a neighboring property should be settled between the property owners.
8. If the water is coming from an entire subdivision, contact Greenville County's Land Development Division (864-467-4610).
9. If you plan on making modifications to your property that may disturb the topsoil or alter drainage patterns, please check with Greenville County Land Development.

City Administrator

Date

Date Adopted

CITY COUNCIL AGENDA ITEM

MEETING DATE: August 17, 2020

AGENDA ITEM: 8c

TO: City Council
FROM: Recreation Director Bart Cumalander
SUBJECT: City Center Shelter Price

REQUEST

Council direction is requested regarding the price for the rental of the shelter at City Center.

HISTORY/BACKGROUND

Per its current policy, the City charges \$50 per three-hour block for rental of the park shelters.

ANALYSIS or STAFF FINDINGS

Given that the shelter along City Center Dr. has a restroom attached to it. Increasing the cost of renting the shelter is prudent. For example, Greenville Parks and Recreation on average charges \$100 for a half day rental of shelters with bathrooms attached to it. Greenville Parks and Recreation also states that any facility permit does not give exclusive use of the entire park/facility.

RECOMMENDATION

Mauldin Recreation recommends a rental fee of \$100 for the rental of the shelter along City Center Dr., which is attached to a restroom. The shelter has two playground areas within six feet. Reserving the City Center Shelter does not give the renter(s) exclusive rights to the playground during their rental period.

ATTACHMENTS

Greenville Parks and Recreation prices for shelter rentals

Mauldin

	PRICE	ALLOW	PROHIBIT
City Park	\$50 per 3 hour block		Pets and alcohol
Sunset Park	\$50 per 3 hour block		Pets and alcohol
Springfield Park	\$50 per 3 hour block		Pets and alcohol
City Center			

Fountain Inn

	PRICE	ALLOW	PROHIBIT
2 Shelters for rent (20-30 People)	\$25 for 2 hours		Pets

Greer

	PRICE	ALLOW	PROHIBIT
Greer City Park	In city limits: \$60 for 4 hours. Outside city limits: \$75 for 4 hours. Damage refund of \$50 if nothing is damaged	Pets if they are on a leash. Grilling as long as it is with gas or propane	Alcohol, thumbtacks into surfaces, grilling with charcoal

Simpsonville

	PRICE	ALLOW	PROHIBIT
Alder Park	First come first serve. No Price	Pets	Alcohol
City Park	Small Shelter: \$35 half a day. \$50 full day. Large Shelter: \$35 half a day. \$60 full day.		Alcohol and pets
Heritage Park	Corporate Shelter: \$80 half day. \$110 Full day. Gazebo: \$55 half day. \$85 full day		Alcohol and pets

Spartanburg City

	PRICE	ALLOW	PROHIBIT
Traditional Parks	\$50 for a 4 hour block. Blocks are 9am-1pm or 3pm-7pm		Smoking and alcohol
Big Park Shelter Rental	\$75-\$100		Smoking and alcohol

Greenville County

	PRICE	ALLOW	PROHIBIT
David Jackson Park (30 People)	\$50 for half day: 9am-2pm or 4pm-9pm. \$80 for full day: 9am-9pm	Pets if they are on a leash no longer than 6 feet and under control of owner. Service dogs are allowed in all park areas with owner.	Smoking, fireworks, glass bottles, alcohol, and illegal drugs. Dogs are prohibited from playgrounds and athletic fields.
Poinsett Park (24 people)	\$50 for half day: 9am-2pm or 4pm-9pm. \$80 for full day: 9am-9pm	Pets if they are on a leash no longer than 6 feet and under control of owner. Service dogs are allowed in all park areas with owner.	Smoking, fireworks, glass bottles, alcohol, and illegal drugs. Dogs are prohibited from playgrounds and athletic fields.
Herdklotz Park (80 People)	\$100 for half day: 9am-2pm or 4pm-9pm. \$170 for full day: 9am-9pm	Pets if they are on a leash no longer than 6 feet and under control of owner. Service dogs are allowed in all park areas with owner.	Smoking, fireworks, glass bottles, alcohol, and illegal drugs. Dogs are prohibited from playgrounds and athletic fields.
Butler Springs Park (75 people)	\$100 for half day: 9am-2pm or 4pm-9pm. \$170 for full day: 9am-9pm	Pets if they are on a leash no longer than 6 feet and under control of owner. Service dogs are allowed in all park areas with owner.	Smoking, fireworks, glass bottles, alcohol, and illegal drugs. Dogs are prohibited from playgrounds and athletic fields.

MAULDIN (Recommended)			
SHELTERS	PRICE	ALLOW	PROHIBIT
City Park	\$50 for half day: 9am-2pm or 4pm-9pm. \$80 for full day: 9am-9pm	Pets if they are on a lease no longer than 6 feet and under control of owner. Service dogs are allowed in all park areas with owner.	Smoking, fireworks, alcohol, and illegal drugs. Dogs are prohibited form playgrounds and athletic fields.
Sunset Park	\$50 for half day: 9am-2pm or 4pm-9pm. \$80 for full day: 9am-9pm	Pets if they are on a lease no longer than 6 feet and under control of owner. Service dogs are allowed in all park areas with owner.	Smoking, fireworks, alcohol, and illegal drugs. Dogs are prohibited form playgrounds and athletic fields.
Springfield Park	\$50 for half day: 9am-2pm or 4pm-9pm. \$80 for full day: 9am-9pm	Pets if they are on a lease no longer than 6 feet and under control of owner. Service dogs are allowed in all park areas with owner.	Smoking, fireworks, alcohol, and illegal drugs. Dogs are prohibited form playgrounds and athletic fields.
City Center Shelter 1 (Bomar)	\$50 for half day: 9am-2pm or 4pm-9pm. \$80 for full day: 9am-9pm	Service dogs are allowed in this park area with an owner.	Smoking, fireworks, alcohol, and illegal drugs. No dogs are allowed
City Center Shelter 2	\$100 for half day: 9am-2pm or 4pm-ppm. \$170 for full day: 9am-9pm. Bathroom is attached to this shelter.	Service dogs are allowed in this park area with an owner.	Smoking, fireworks, alcohol, and illegal drugs. No dogs are allowed



Can shelters be rented online?

- Yes, the shelters can be rented online. As of now, the protocol for renting a shelter is to go online to mauldinrecreation.com and click on rental inquires. There will be a form for potential renters to fill out, which includes a spot for which shelter is wanted.

Requirements or documentation for service dogs.

- Attached and highlighted is the South Carolina law on service/emotional support animals. It states that we cannot ask for proof of your service/emotional animal and to ask about your disability.

Are service allowed at the shelter even though it is not designated as a park?

- Yes, service dogs would be allowed at the shelter. According to the South Carolina law, the only place not required to allow service/emotional support animals are churches or religious building.

Emotional Support Animals In South Carolina

The federal ADA law states that service animals are to be allowed into all public accommodation. A service animal is defined as a dog that is trained and certificated to perform a task related to an individual's disability. South Carolina has extended its state law to include all assistive animals.

The definition for assistive animals as defined by South Carolina law is very vague but states that any animal that helps an individual with a physical or mental disability that prevents them from performing one or more normal daily tasks is an assistive animal.



This means that your emotional support animal is protected under South Carolina law if you have a disability that has been documented and prevents you from doing normal day to day task. This can be anxiety, depression, or anything else. South Carolina is one of the few states that offers protection for emotional support animals.

The only public accommodation that is not required by law to allow all service animals or emotional support animals in South Carolina is any church or religious building. This includes any daycares or anything else that is run out of the building or property.

Restrictions on Emotional Support Animals

Since South Carolina does not exclude emotional support animals from its protection law against all service and assistive animals, there are no restrictions as to where you can bring your emotional support animal except churches or religious buildings. This means you can take them shopping with you or to do any other normal day to day activities you might need them to accompany you.

Having your emotional support animal with you can make the entire process go a lot smoother if you are someone who suffers for anxiety or any other mental illness that might require you to have an animal to comfort you in the situation. This can make your day go by a lot easier and relieve a lot of stress you might normally experience.

Even though your animal is protected under the same law as service animals, it is still illegal to imply that your emotional support animal is a service animal. They are considered two different types of animals in the eyes of the law and should be known as such. You should never put a vest on your emotional support animal that states it is a service animal unless it has been trained to be such.

Different Types of Laws for Emotional Support Animals

Since emotional support animals are considered assistive animals and protected under the law, they are allowed to enter all public accommodations that service animals are allowed to enter. It is illegal for a business to ask for proof of your service or assistive animal and to ask about your disability.

This is not the case for flying or housing. Under the Fair Housing Act, no one is allowed to deny individual housing because of their an assistive animal. This also includes places that state no pets. This does not apply to assistive animals. They are also not allowed to charge any deposits or fees for your assistive animals. This does not include any damages they do to the place. It is important to make sure your animal does not damage the location in any way.



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City of Mauldin Parks and Recreation
Facility Rental Fees and Guidelines

FEES

Shelters – Shelters are rented for half days or full days. Half days are from 9am-2pm or 4pm-9pm. Full days are from 9am-9pm.

Springfield Park Shelter 35-45 people

Half day - \$50

Full day - \$80

City Park Shelter 60-70 people

Half day - \$50

Full day - \$80

Sunset Park Shelter Front 60 people

Half day - \$50

Full day - \$80

Sunset Shelter Back 80-90 people

Half day - \$50

Full day - \$80

City Center Shelter 1 (Bomar) 35 people

Half day - \$50

Full day \$80

City Center Shelter 2 60-80 people

Half day - \$100

Full Day - \$170

Guidelines

1. Activities sponsored by the Mauldin Parks and Recreation Department will have priority in all cases.
2. Payment must be made in full seven (7) days prior to date of rental.
3. If the reservation must be canceled, it must be done seven (7) days in advance in order to get a partial refund or to reschedule the rental. A \$10.00 administrative fee will be charged for any cancellation.
4. The rental of the shelter only applies to the shelter itself and not any surround playground or equipment.
5. Admission charges, sales and other profit-making activities will not be allowed.
6. Alcoholic beverages and/or other intoxicants or persons under the influence of intoxicants will not be allowed.
7. Smoking is not allowed in any City Buildings.
8. The renter is responsible for any damages to property.
9. The renter is responsible for setting up and cleaning the facility. This includes taking the trash outside, sweeping and mopping the floor when necessary. As well as stacking tables and chairs in the appropriate storage areas when advised.
10. Groups must vacate the facility by 10:00pm.
11. Groups will abide by all laws governing the City of Mauldin and the State of South Carolina.
12. Scheduling of groups will be at the discretion of the Recreation Director and the interest of the City of Mauldin.
13. Security to be provided by the renter may be required by the City of Mauldin at the discretion of the Recreation Director.

I have read and understand the above guidelines.

Deposit paid_____

CITY COUNCIL

AGENDA ITEM

MEETING DATE: August 17, 2020

AGENDA ITEM: 8d

TO: City Council
FROM: City Administrator Brandon Madden
SUBJECT: Resolution for a Lease/Purchase Agreement

REQUEST

City Council approval of a Resolution authorizing a lease/purchase agreement, series 2020 in the principal amount of not exceeding \$707,000 relating to the financing of vehicles and equipment to be used for municipal purposes.

HISTORY/BACKGROUND

The City Council approved FY2021 budget included a number of capital purchases for vehicles and equipment to executed via a capital lease.

ANALYSIS or STAFF FINDINGS

One of the City's financing mechanisms for the capital purchase of vehicles and equipment is a capital lease. A Request for Proposals (RFP) is issued to receive bids from financial institutions for a master lease. for the purpose of financing vehicles, machinery and equipment approved in the City's FY2021 budget.

Council's adoption of the attached lease authorizes the soliciting of proposals from various financial institutions via an RFP. Once the bids are received, the City Administrator will negotiate with and accept the proposal to finance the lease from the financial institution which presents the best proposal.

FISCAL IMPACT

The amount of the lease will not exceed \$707,000, which includes the cost of issuance. The table below outlines the FY2021 capital purchases included in the FY2021 budget:

Dept	Infrastructure Improvements			FY21
	Capital Equipment			
PW	Hot Box Trailer	Capital Project Fund	Capital Lease	\$35,000
PW	Hot Pour Crack Sealant Trailer	Capital Project Fund	Capital Lease	\$55,000
Police	Police Radio Communications	Capital Project Fund	Capital Lease	\$45,989
	Vehicle Replacement/Additions			
PW	Public Works Truck (Parks)	Capital Project Fund	Capital Lease	\$50,000
Fire	Fire Department Pickup Trucks	Capital Project Fund	Capital Lease	\$37,500
PW	Public Works Leaf Truck (Sanitation)	Capital Project Fund	Capital Lease	\$175,000
PW	Public Works Grapple Truck (Sanitation)	Capital Project Fund	Capital Lease	\$150,000
Police	Police Vehicles	Capital Project Fund	Capital Lease	\$148,500
Totals				\$696,989

RECOMMENDATION

Approval of the Resolution

ATTACHMENT

Resolution

A RESOLUTION

AUTHORIZING A LEASE/PURCHASE AGREEMENT, SERIES 2020 IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$707,000 RELATING TO THE FINANCING OF VEHICLES AND EQUIPMENT TO BE USED FOR MUNICIPAL PURPOSES; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS INCLUDING THE LEASE AGREEMENT; AND OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAULDIN, SOUTH CAROLINA, AS FOLLOWS:

Section 1. The City Council (the “*Council*”) of the City of Mauldin, South Carolina (the “*City*”), as lessee, hereby finds and determines that:

- (a) the City is a body politic and corporate and a municipal corporation and, as such, possesses all powers granted to municipal corporations by the Constitution and general laws of the State of South Carolina; and
- (b) the City desires to enter into a lease/purchase agreement (the “*Lease*”) with a financial institution for the purpose of financing vehicles, machinery and equipment (collectively, the “*Equipment*”) which have been approved in the City’s fiscal year 2020-2021 budget; and
- (c) the payments by the City under the Lease will be subject to annual appropriation by the Council.

Section 2. The Council hereby ratifies the actions of the City Administrator soliciting proposals from various financial institutions by distributing a request for proposals. The Council hereby authorizes the City Administrator to negotiate with and accept the proposal to finance the Lease from the financial institution which presents the best proposal to the City when considering all of the terms and conditions; provided, however that the principal amount does not exceed \$707,000, the interest rate does not exceed 4.0% per annum and the term does not exceed 5 years from the date of execution and delivery of the Lease, without further action required of the Council.

Section 3. The Council hereby authorizes the Mayor, the City Administrator, the Finance Director and the City Clerk, acting jointly or individually, to execute and deliver the Lease and such other documents and instruments as necessary to effect the execution and delivery of the Lease.

Section 4. The Lease will be designated as a “qualified tax-exempt obligation” within the meaning of and for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended, provided the Lease is executed and delivered in calendar year 2020.

Done in meeting duly assembled this 17th day of August, 2020.

CITY OF MAULDIN, SOUTH CAROLINA

Mayor

ATTEST:

City Clerk

CERTIFICATE OF RESOLUTION

Attached hereto is a full, true and correct copy of a resolution duly adopted by the City Council of the City at a meeting thereof duly held on August 17, 2020, which resolution has not been amended, altered or repealed but the same and each and every part thereof is in full force and effect at the date hereof.

CITY OF MAULDIN, SOUTH CAROLINA

103

CITY COUNCIL AGENDA ITEM

MEETING DATE: August 17, 2020
AGENDA ITEM: 8e

TO: City Council
FROM: City Administrator Brandon Madden
SUBJECT: Audio-Visual System Upgrades for Council Chambers

REQUEST

To provide direction to staff as it relates to proposals received for updating the audio/visual (AV) accoutrements in the Council Chambers.

HISTORY/BACKGROUND

In September 2019, members of Council presented to concerns to staff regarding the audio/visual equipment in the Council Chambers. In an effort to address those concerns, staff published a design/build RFP (i.e., Request for Proposals) to solicit proposals from qualified AV systems integration firms for AV improvements in the Council Chambers. The intent is to install an updated system that is fully functional and accessible for all Council Chamber users (e.g., City Council, City staff, the public).

ANALYSIS or STAFF FINDINGS

Staff issued a solicitation for RFPs for audio/visual improvements to the Council Chambers on September 30, 2019. The solicitation was open for 30 days. However, upon closing, no proposals were received. Staff re-issued the solicitation for RFPs for audio/visual improvement to the Council Chambers on December 3, 2019. The solicitation is slated to close on January 3, 2020. However, no proposals were received.

Subsequently, staff contacted multiple audio/visual integration firms and requested proposals for upgrades to the City's Council Chambers and received proposals from two firms: A1 Audio, LLC & FUSION Commercial AV.

Both proposals were presented to the Finance & Policy Committee meeting during its February 10, 2020. Subsequently, the item was held in Committee and placed as a capital item in the FY2021.

An RFP was issued for audio/visual improvements on July 15, 2020 and closed on July 29, 2020. The City received proposals from 4 firms: WH Platt, FUSION Commercial AV, Eastern AV & Sharp. All of the proposals were reviewed by an Evaluation Committee and based on the ranking of the proposals, WH Platt was the lowest most responsive bidder.

FISCAL IMPACT

The final price will not be finalized until negotiations with the bidder is completed should Council award the bid to WH Platt.

RECOMMENDATION

City Council is requested to recommend awarding the bid to WH Platt.

CITY COUNCIL AGENDA ITEM

MEETING DATE: August 17, 2020
AGENDA ITEM: 8f

TO: City Council
FROM: Police Chief M. Bryan Turner
SUBJECT: Mutual Aid Agreement & Contract For Law Enforcement Services

REQUEST

The Public Safety Committee is requested to recommend full Council approval of the Clemson University Police Contract for Law Enforcement Services and Mutual Aid for Clemson University Police Department.

HISTORY / BACKGROUND

Over the past few years, the City Police Department has assisted Clemson University with the provision of law enforcement services.

The Police Department was initially asked to assist Clemson University due mainly in part to the Department's reputation within the law enforcement community. The Department has continued to assist over the past decade, due to the quality of officers the City provides for the event, and the level of professionalism displayed during the games.

The Department was contacted by the University's Police Department in mid-July, and a proposed contract was provided soon thereafter.

In addition to this contract which was last approved by City Council in August 2019, the Clemson University Police Department is requesting the current Mutual Aid be renewed as the Clemson University Police Department has moved under another department during the recent reorganization of the University.

ANALYSIS or STAFF FINDINGS

SC State Code requires the governing body to provide approval to all mutual aid documents. These documents provided by the Clemson University Police Department have been provided to the City Attorney for review.

TIMELINE

If approved by City Council, the agreement would be executed following the August 17, 2020 Council meeting.

RECOMMENDATION

It is recommended that the Public Safety Committee recommend approval of the contract to full City Council. The City Attorney has looked over the mutual aid agreement and contract and approved both.

ATTACHMENTS

City of Mauldin/Clemson University Mutual Aid agreement
Contract for Law Enforcement Services at Clemson University

STATE OF SOUTH CAROLINA

MUTUAL AID AGREEMENT

CITY OF MAULDIN

THIS AGREEMENT made and entered into this ____ day of _____ 2020 by and between the Police Department of Mauldin and the Clemson University Police Department, Clemson, South Carolina.

WITNESSETH:

WHEREAS, Section 23-20-30 of the Code of Laws of South Carolina (hereinafter treated as South Carolina Code”) provides:

- A. Any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions. All agreements must adhere to the requirements contained in Section 23-20-40.
- B. Nothing in this chapter may be construed to alter, amend or affect any rights, duties, or responsibilities of law enforcement authorities established by South Carolina’s constitutional or statutory laws or established by the ordinances of South Carolina’s political subdivisions, except as expressly provided for in this chapter.

WHEREAS, South Carolina Code §23-20-40 provides:

- A. All mutual aid agreements for law enforcement services must be in writing and include, but may not be limited to, the following:
 - (1) a statement of the specific services to be provided;
 - (2) specific language dealing with financial agreements between the parties;
 - (3) specification of the records to be maintained concerning the performance of services to be provided to the agency;
 - (4) language dealing with the duration, modification, and termination of the agreement;
 - (5) specific language dealing with the legal contingencies for any lawsuits or the payment of damages that arise from the provided services;
 - (6) a stipulation as to which law enforcement authority maintains control over the law enforcement provider's personnel;

- (7) specific arrangements for the use of equipment and facilities; and
 - (8) specific language dealing with the processing of requests for information pursuant to the Freedom of Information Act for public safety functions performed or arising under these agreements.
- B. Except as provided in subsection (C), a mutual aid agreement entered into on behalf of a law enforcement authority must be approved by the appropriate governing bodies of each concerned county, incorporated municipality, or other political subdivision of this State. Agreements entered into are executed between governing bodies, and, therefore, may last until the agreement is terminated by a participating party of the agreement.
 - C. An elected official whose office was created by the Constitution or by general law of this State is not required to seek approval from the elected official's governing body in order to participate in mutual aid agreements.
 - D. Provided the conditions and terms of the mutual aid agreements are followed, the chief executive officers of the law enforcement agencies in the concerned counties, incorporated municipalities, or other political subdivisions have the authority to send and receive such resources, including personnel, as may be needed to maintain the public peace and welfare.
 - E. The officers of the law enforcement provider have the same legal rights, powers, and duties to enforce the laws of this State as the law enforcement agency requesting the services.

WHEREAS, the Clemson University Police Department (CUPD”) exists and operates as a local law enforcement authority and political subdivision as defined by and within the meaning of South Carolina Code §§23-20-20 and 23-20-30;

WHEREAS, the Mauldin Police Department (MPD”) exists and operates as a local law enforcement authority and political subdivision as defined by and within the meaning of South Carolina Code §§23-20-20 and 23-20-30;

WHEREAS, CUPD and MPD (treated individually as Party” and collectively as Parties”) desire to enter into the instant Mutual Aid Agreement (Agreement”) for the purpose of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, or other emergency situations;

WHEREAS, the purpose of this Agreement is to set forth the scope of such mutual aid and the responsibilities of the Parties as may be necessary for the proper and prudent exercise of public safety functions in conformity with South Carolina Code §§23-30-30 and 23-30-40 as set forth above.

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

(1) **Specific Services Provided & Procedure.**

Upon receiving a request for assistance from the other Party (“Requesting Party”), CUPD and MPD agree to transfer law enforcement officers from their jurisdiction to the Requesting Party’s jurisdiction on a temporary basis to assist the Requesting Party in administering the proper and prudent exercise of public safety functions.

a. **Authority Upon Transfer:**

When so transferred, such law enforcement officers shall possess all of the powers and authority of a law enforcement officer employed by the jurisdiction of the Requesting Party as provided by South Carolina Code §23-20-40(E).

b. **Bases for Requests for Assistance:**

CUPD and MPD may request from one another assistance by way of the transfer of law enforcement officers on a temporary basis in response to any law enforcement related need to assist the Requesting Party in administering the proper and prudent exercise of safety functions in their respective jurisdictions.

Examples: Illustrative but non-exhaustive examples of such situations contemplated by the Parties as potentially necessitating assistance include but are not limited to:

- i. Emergency situations;
- ii. Events involving or presenting the threat of imminent riot and disorder;
- iii. Occurrences involving or threatening imminent natural disaster;

- iv. Mass processing of arrests;
- v. Transporting of prisoners;
- vi. Operating temporary detention facilities;
- vii. Events of a terroristic nature, whether domestic or foreign;
- viii. Events involving or presenting the risk of large-scale public safety concerns, injuries or death;
- ix. Such other events or occurrences as the Requesting Party deems necessary and prudent to ensure the maintenance of public safety.

c. **Procedure for Requesting Mutual Aid:**

i. **Initiating Request for Assistance:**

A request for assistance shall only be made by the senior duty officer of the Requesting Party (*i.e.*, the law enforcement agency requiring such assistance). The request shall include a description of the situation creating the need for assistance, the number of law enforcement officers requested, the location to which the requested personnel are to be dispatched (“Dispatch Site”), and the name of the officer-in-charge at such location.

ii. **Reply to Request for Assistance:**

A reply to any request for assistance shall only be made by the senior duty officer of the law enforcement agency (“Responding Party”) whose assistance is requested. If the request is granted, the Requesting Party shall be immediately informed of the number of law enforcement officers to be furnished by Responding Party s senior duty officer. By granting the request, the Responding Party s senior duty officer is deemed to have ordered any transferred law enforcement personnel to follow and be subject to the orders and commands of the officer-in-charge of the Requesting Party until released by such officer-in-charge or until such provisional order is recalled as provided by Paragraph 1(c)(iv) below.

iii. **Officer in Charge:**

Pursuant to the order of the senior duty officer of the Responding Party, the personnel temporarily transferred by the Responding Party shall report to the

officer-in-charge of the Requesting Party at the Dispatch Site or by way of radio contact and shall be subject to the orders and commands of that official until a Release Order or Recall Order is issued, as provided by Paragraph 1(c)(iv) below. The assisting law enforcement officers of the Responding Party shall exert their best efforts to cooperate with and aid the Requesting Party.

iv. Release:

The law enforcement officers temporarily transferred by the Responding Party shall be released by the Requesting Party's officer-in-charge when their services are no longer required ("Release Order"), unless, prior to such release, the senior duty officer of the Responding Party orders such law enforcement officers to be recalled in order to respond to a situation within the geographical boundaries of the Responding Party's jurisdiction ("Recall Order"). In such latter event, the Responding Party and those law enforcement officers who were temporarily transferred shall use their best efforts to complete the requested service prior to being released.

v. Radio Communication:

Radio communication between law enforcement officers of the Requesting Party and the law enforcement officers of the Responding Party shall be maintained by use of the State regional radio channel system, unless a radio channel that is mutually shared by the Parties is otherwise available.

vi. Primary Responsibility:

It is agreed and understood that the primary responsibility of the Parties is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the Responding Party shall be the sole judge as to whether it can respond and to what extent it can assist with the Requesting Party's request for assistance.

(2) Payment for Assistance Requested by Requesting Party.

In the event law enforcement officers of a Responding Party are temporarily transferred to the Requesting Party's jurisdiction to assist the Requesting Party, CUPD and MPD agree the compensation of such law enforcement officers shall be treated as follows:

a. Compensation of Transferred Law Enforcement Personnel Unchanged:

A Responding Party's temporary transfer of law enforcement personnel pursuant to a Requesting Party's request for assistance under this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of such transferred law enforcement officers. Law enforcement officers temporarily transferred to a

Requesting Party under this Agreement shall continue to be paid by the Responding Party where they are permanently employed.

b. **Records of Services & Reimbursement:**

Pursuant to South Carolina Code §23-20-40(A)(3), in the event a Responding Party temporarily transfers law enforcement officers to a Requesting Party, the Responding Party shall send an invoice to the Requesting Party identifying the date, time, Dispatch Site, the senior duty officer of the Requesting Party who made the assistance request, the names of the personnel dispatched by the Responding Party, the time of their release, and an itemization of the compensation paid by the Responding Party to such law enforcement officers during the time period of their temporary transfer.

Upon receipt of the invoice, the Requesting Party shall reimburse the Responding Party for the expenses and services actually incurred in providing the services requested by the Requesting Party. In the event such invoices reflect an error, the Requesting Party shall bring such error to the attention of the Responding Party to discuss the need for a mutually agreed upon adjustment but, in the interim, shall reimburse all other invoiced amounts.

c. **Employment Status:**

Nothing herein shall be construed or interpreted to imply that the law enforcement officers temporarily transferred in accordance with this agreement shall be employees of the Requesting Party. All law enforcement officers temporarily transferred in accordance with this Agreement shall exclusively remain the employees of the Responding Party.

(3) **Records to be Maintained.**

The Parties agree the following records shall be maintained in connection with any request for assistance made under this Agreement:

a. **By Requesting Party:**

Pursuant to South Carolina Code §23-20-40(A)(3) and in connection with any requests for assistance under this Agreement, the senior duty officer from the Requesting Party initiating such request shall, to the extent not otherwise maintained in the ordinary course or as required by applicable law, shall document all requests for assistance made under this Agreement including: the time and date of the request, a description of the situation creating the need for assistance, the number of law enforcement officers requested, the number of law enforcement officers dispatched if different than requested, the Dispatch Site, and the time when such requested personnel were released or recalled.

b. By Responding Party:

In addition to any other records kept in the ordinary and normal course or otherwise required by applicable law, the Responding Party shall maintain the documentation set forth in Paragraph 2(b) for purposes of ensuring full and fair reimbursement from the Requesting Party.

(4) Duration, Modification, and Termination of Agreement.

The Parties agree the following terms shall govern the duration, modification and termination of this Agreement:

a. Duration:

As provided by South Carolina Code §23-20-40(B), this Agreement shall continuously remain in effect until terminated by CUPD or MPD.

b. Modification:

The terms and conditions of this Agreement, as set forth herein, shall constitute the entirety of the terms and conditions agreed upon between the Parties regarding the subject matter hereof. No modification, amendment, or change of this Agreement shall occur absent the express written consent of the Parties hereto. The Parties cannot waive this requirement orally or through the course of dealing.

c. Termination:

This Agreement may be terminated, at any time, upon sixty (60) days written notice to the other Party.

(5) Legal Contingencies, Lawsuits, or Payment of Damages.

Pursuant to South Carolina Code §23-20-40(A)(5), the Parties agree any legal contingencies, lawsuits, or payment of damages arising out of the performance of this Agreement shall be governed by the following terms and conditions:

a. Employees of Parties Shall Remain Financial Responsibility of Their Employer:

As set forth in Paragraph 2(c) above, all law enforcement officers temporarily transferred in accordance with this Agreement shall exclusively remain the

employees of the Responding Party. Regardless of any term or condition of this Agreement or any course of performance hereunder, the Parties agree that they shall remain exclusively responsible and liable for all law enforcement personnel in their employment.

All legal contingencies, lawsuits, or payment of damages, arising out of the performance of this Agreement, shall remain the financial responsibility, to the extent any exists, of the Party whose employee's act or omission gave rise to the liability, legal contingency, lawsuit or claim for damages, to the exclusion of the other Party.

b. Insurance:

It is agreed and understood that the Parties shall remain solely responsible for maintaining adequate insurance protection and worker's compensation coverage on their employees at all times, regardless of any term of this Agreement.

(6) Stipulation As to Authority of Officer-in-Charge of Requesting Party.

As provided by Paragraph 1(c)(iii), above, the senior duty officer of any Responding Party who orders the temporary transfer of law enforcement personnel to a Requesting Party shall be deemed to have ordered such law enforcement personnel to report to and be subject to the orders and commands of the officer-in-charge of the Requesting Party upon arrival at the Dispatch Site or otherwise by way of radio contact and shall temporarily remain subject to the orders and commands of that official until issuance of either a Release Order or a Recall Order, as described in Paragraph 1(c)(iv), above. The assisting law enforcement officers of the Responding Party shall exert their best efforts to cooperate with and aid the Requesting Party.

(7) Use of Equipment and Facilities.

The Parties intend to use their own equipment and facilities in furtherance of their performance under this Agreement. However, the Parties acknowledge and recognize, from time to time, circumstances may arise where they may possess equipment or facilities that could assist the other Party in connection with assistance provided under this Agreement. If such circumstances arise, the Parties agree, to the extent practicable and consistent with their obligations to the constituents in their own jurisdictions, to cooperate with one another and to make use of any needed equipment and facilities to one another if possible. However, at all times, the decision to make any such facilities or equipment available shall remain in the sole discretion of the Responding Party.

(8) **Freedom of Information Act Requests.**

As recognized by South Carolina Code §23-20-40(A)(8) and in conformity with that provision, the Parties acknowledge and recognize they may come into possession of materials or information of a sensitive or confidential nature as related to the other Party when, or in connection with, providing mutual aid to one another under this Agreement. The Parties further recognize and acknowledge such information and materials may prove exempt from public disclosure pursuant to South Carolina Code §30-4-40 generally, and in particular, subsections (a)(3)(A)-(G) of that statute. As a result, the Parties agree to the process set forth herein to avoid the inadvertent disclosure of exempt materials and information of the other Party:

a. **Good Faith and Reasonable Assessment:**

If either Party receives a Freedom of Information Act (“FOIA”) request for information or materials relating to a request for assistance under this Agreement, the Party receiving such request (“Recipient Party”) shall make an initial, good faith and reasonable assessment to ascertain whether such request could potentially embrace materials exempted by South Carolina Code §30-4-40. Such evaluation must take into account not only whether the requested materials are exempt from disclosure from the standpoint of the Recipient Party but also the other Party to this Agreement (“Non-recipient Party”).

If, after conducting an initial assessment in good faith, the Recipient Party determines a reasonable possibility exists the requested materials or information may embrace matters over which the Non-recipient Party may consider as exempt from disclosure under South Carolina Code §30-4-40, the Recipient Party shall transmit the FOIA request to the Non-recipient Party requesting a determination of whether the materials should be treated as exempt from disclosure and withheld.

b. **Non-Recipient Review and Written Determination:**

As soon as practicable after receiving such a request from a Recipient Party, the Non-recipient Party shall review the FOIA request and make a good faith determination of what, if any, materials embraced by the request should be withheld from public disclosure as exempted by South Carolina Code §30-4-40. After

making such determination, the Non-recipient Party shall communicate its determination in writing to the Recipient Party identifying what, if any, materials should be withheld, specifying what exemptions apply, and provide a general explanation of the facts supporting the exemption(s)' application.

Prior to receiving such response, the Recipient Party shall not disclose any materials or information which it has, in good faith, reasonably concluded might constitute materials the Non-recipient Party may deem as exempt from disclosure. The Recipient Party shall invoke any potentially applicable exemptions excusing disclosure of materials to which those exemptions may apply until it receives written confirmation from the Non-recipient Party to the contrary. Written confirmation of an exemption's application shall constitute a certification by the Non-recipient Party that a reasonable, good faith basis exists such that the Recipient Party may lawfully withhold the materials identified by the Non-recipient Party pursuant to the corresponding exemption(s) specified.

c. Need for Expeditious Action:

Both Parties acknowledge and recognize FOIA constitutes a remedial statute and, therefore, agree to act as quickly as practicable to make the determinations set forth in this paragraph to ensure the disclosure of non-exempt, public information and records is not unreasonably delayed and such materials unduly withheld from the public.

(9) Narcotics Investigators.

This Agreement shall not rescind, supersede, or modify any existing agreements between the Parties concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning on-going criminal investigations.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the date first above written.

<p>WITNESS</p> <p>By:_____</p> <p>_____</p> <p>Date</p>	<p>CITY OF MAULDIN, SOUTH CAROLINA</p> <p>POLICE DEPARTMENT</p> <p>By:_____</p> <p>Bryan Turner, Chief</p> <p>_____</p> <p>Date</p>
<p>WITNESS</p> <p>By:_____</p> <p>_____</p> <p>Date</p>	<p>CITY OF MAULDIN</p> <p>By:_____</p> <p>_____</p> <p>Date_____</p>

<p>WITNESS</p> <p>By: _____</p> <p>_____</p> <p>Date</p>	<p>CLEMSON UNIVERSITY POLICE DEPARTMENT</p> <p>By: _____</p> <p>Greg Mullen, Chief of Police</p> <p>_____</p> <p>Date</p>
<p>WITNESS</p> <p>By: _____</p> <p>_____</p> <p>Date</p>	<p>CLEMSON UNIVERSITY</p> <p>By: _____</p> <p>Tony Wagner, Executive Vice President</p> <p>VP Finance & Operations</p> <p>_____</p> <p>Date</p>

CONTRACT FOR LAW ENFORCEMENT SERVICES AT CLEMSON UNIVERSITY SPECIAL EVENTS

This Agreement is entered into as of July 1, 2020 between CLEMSON UNIVERSITY (“University”) and the MAULDIN POLICE DEPARTMENT LAW ENFORCEMENT JURISDICTION (“Jurisdiction”).

RECITALS: The purpose of this Agreement is to describe the terms and conditions pursuant to which police officers from Jurisdiction will provide law enforcement services for Clemson University at Clemson University special events in accordance with South Carolina Code section 23-20-10 *et seq.*

1. Term.

The term of this Agreement will be one year, beginning on July 1, 2020, and ending on July 1, 2021. This Agreement may be terminated earlier by either party upon sixty (60) days’ prior written notice to the other party. Any modification of this agreement must be made in writing and signed by all parties.

2. Jurisdiction’s Rights and Obligations.

- a) Subject to availability and upon at least two weeks advance notice, Jurisdiction agrees to assign one or more police officers to provide law enforcement services at Clemson University special events, including but not limited to athletic events, concerts, graduation and livestock shows/events.
- b) At all times relative to this Agreement, Jurisdiction’s police officers shall remain employees of Jurisdiction and will have full arrest powers while performing services at Clemson University.
- c) All police officers assigned to any special event at Clemson University pursuant to this Agreement shall comply with those policies, procedures and instructions provided by University, provided no such duties shall be contrary to their oath or obligation as a sworn officer of the law under the laws of the State of South Carolina.
- d) Neither Jurisdiction nor any personnel of Jurisdiction will for any purpose be considered employees or independent contractors of University. Jurisdiction is solely responsible for the payment of salary to any police officers assigned to any special event under the terms of this Agreement, including withholding income taxes and social security, health insurance, worker’s compensation and disability benefits.

3. University's Rights and Obligations.

- a) University will pay the Jurisdiction \$40.00 per hour for each officer assigned to work at a Clemson University special event.
- b) Jurisdiction shall determine those officers it shall assign to any special event at Clemson University, provided that Clemson University reserves the right to reject the Jurisdiction's assignment of any police officer at any Clemson University special event.
- c) University will maintain records concerning the performance of services provided to University.

4. Legal Contingencies, Lawsuits, or Payment of Damages.

Pursuant to South Carolina Code §23-20-40(A)(5), the Parties agree any legal contingencies, lawsuits, or payment of damages arising out of the performance of this Agreement shall be governed by the following terms and conditions:

a) Employees of Parties Shall Remain Financial Responsibility of Their Employer:

All law enforcement officers assigned in accordance with this Agreement shall exclusively remain the employees of the Jurisdiction. Regardless of any term or condition of this Agreement or any course of performance hereunder, the Parties agree that they shall remain exclusively responsible and liable for all law enforcement personnel in their employment.

All legal contingencies, lawsuits, or payment of damages, arising out of the performance of this Agreement, shall remain the financial responsibility, to the extent any exists, of the Party whose employee's act or omission gave rise to the liability, legal contingency, lawsuit or claim for damages, to the exclusion of the other Party.

b) Insurance:

It is agreed and understood that the Parties shall remain solely responsible for maintaining adequate insurance protection and worker's compensation coverage on their employees at all times, regardless of any term of this Agreement.

5. Freedom of Information Act Requests.

As recognized by South Carolina Code §23-20-40(A)(8) and in conformity with that provision, the Parties acknowledge and recognize they may come into possession of materials or information of a sensitive or confidential nature as related to the other Party when, or in connection with, providing mutual aid to one another under this Agreement. The Parties further recognize and acknowledge such information and materials may prove exempt from public disclosure pursuant to South Carolina Code §30-4-40 generally, and in particular, subsections (a)(3)(A)-(G) of that statute. As a result, the Parties agree to the process set forth herein to avoid the inadvertent disclosure of exempt materials and information of the other Party:

a) Good Faith and Reasonable Assessment:

If either Party receives a Freedom of Information Act (“FOIA”) request for information or materials relating to a request for assistance under this Agreement, the Party receiving such request (“Recipient Party”) shall make an initial, good faith and reasonable assessment to ascertain whether such request could potentially embrace materials exempted by South Carolina Code §30-4-40. Such evaluation must take into account not only whether the requested materials are exempt from disclosure from the standpoint of the Recipient Party but also the other Party to this Agreement (“Non-recipient Party”).

If, after conducting an initial assessment in good faith, the Recipient Party determines a reasonable possibility exists the requested materials or information may embrace matters over which the Non-recipient Party may consider as exempt from disclosure under South Carolina Code §30-4-40, the Recipient Party shall transmit the FOIA request to the Non-recipient Party requesting a determination of whether the materials should be treated as exempt from disclosure and withheld.

b) Non-Recipient Review and Written Determination:

As soon as practicable after receiving such a request from a Recipient Party, the Non-recipient Party shall review the FOIA request and make a good faith determination of what, if any, materials embraced by the request should be withheld from public disclosure as exempted by South Carolina Code §30-4-40. After making such determination, the Non-recipient Party shall communicate its determination in writing to the Recipient Party identifying what, if any, materials should be withheld, specifying what exemptions apply, and provide a general explanation of the facts supporting the exemption(s)’ application.

Prior to receiving such response, the Recipient Party shall not disclose any materials or information which it has, in good faith, reasonably concluded might constitute materials the Non-recipient Party may deem as exempt from disclosure. The Recipient Party shall invoke any potentially applicable

exemptions excusing disclosure of materials to which those exemptions may apply until it receives written confirmation from the Non-recipient Party to the contrary. Written confirmation of an exemption's application shall constitute a certification by the Non-recipient Party that a reasonable, good faith basis exists such that the Recipient Party may lawfully withhold the materials identified by the Non-recipient Party pursuant to the corresponding exemption(s) specified.

c) Need for Expeditious Action:

Both Parties acknowledge and recognize FOIA constitutes a remedial statute and, therefore, agree to act as quickly as practicable to make the determinations set forth in this paragraph to ensure the disclosure of non-exempt, public information and records is not unreasonably delayed and such materials unduly withheld from the public.

6. Miscellaneous.

- a) This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of South Carolina, the courts of which state shall have jurisdiction over its subject matter.
- b) The individuals signing below on behalf of Jurisdiction and University, respectively, hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of Jurisdiction and University, respectively and that this Agreement is binding upon both parties in accordance with its terms.

UNIVERSITY

By _____
(Signature)

Name Tony Wagner

Title Executive Vice President
VP Finance & Operations
Clemson University

JURISDICTION

By _____
(Signature)

Name Bryan Turner

Title Chief

Address

5 East Butler Road
Mauldin, S.C. 29662

By _____
(Signature)

Name Greg Mullen

Title Chief of Police
Clemson University

CITY COUNCIL AGENDA ITEM

MEETING DATE: August 17, 2020

AGENDA ITEM: 8g

TO: City Council
FROM: Police Chief M. Bryan Turner
SUBJECT: Police Canine Purchase

REQUEST

Approval of purchasing a dual-purpose police service dog from Shallow Creek Kennels

HISTORY / BACKGROUND

In October 2020, Police Canine PACO was scheduled to retire out from the department due to age. PACO is currently 14 years old and worked on patrol for the past 11 years. The original plan was to have a dog purchased during the second quarter of 2020. This dog was scheduled to be trained and fill in the slot left from PACO's retirement; however, due to events with COVID-19, the purchase did not occur.

With the recent promotion of Lt. George Miller, the Department proceeded with the retirement of Police Canine PACO two months early. At this time, it is recommended to purchase a dual-purpose police service dog from Shallow Creek Kennels.

ANALYSIS or STAFF FINDINGS

The cost for obtaining a police canine from the City's previously approved vender is quoted at \$8,500, and will be for a certified breed canine. The extended training for the Canine and officer will be conducted free of charge at the Greenville County Sheriff's Office. Once training is completed, the officer/canine will have certification from the North American Police Work Dog Association (NAPWDA). Funding is available in the Department's Council approved budget for FY2021.

TIMELINE

Should this item proceed, the purchase is anticipated to occur this month (August 2020). The next training class conducted by the GCSO is scheduled to begin early October 2020.

RECOMMENDATION

Approval of the purchase of a Police Canine at the cost of \$8,500, with the funding source identified as the Department's forfeiture line (800-421-970).

There will be no additional impact to the 2020-20201 budget as the approved budget has ample allowance for canine supplies, food, training and health.

ATTACHMENTS :

Quote from Shallow Creek Kennels Inc, Sharpsville PA



Date	Estimate #
7/27/2020	4634

Mauldin Police Department
PO Box 249
5 East Butler Road
Mauldin, SC 29662

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CITY COUNCIL

AGENDA ITEM

MEETING DATE: August 17, 2020

AGENDA ITEM: 8h

TO: City Council

FROM: City Administrator Brandon Madden

SUBJECT: Memorandum of Agreement (MOA) with South Carolina Department of Juvenile Justice's (SCDJJ) Detention Center

REQUEST

City Council approval of a Memorandum of Agreement (MOA) for the provision of secure detention services with the South Carolina Department of Juvenile Justice's (SCDJJ) Detention Center for fiscal year 2020 - 2021.

HISTORY/BACKGROUND

The City of Mauldin does not operate or manage its own detention facility for juveniles, or have such a facility available to it for the detention of juveniles.

Given that the SCDJJ operates a facility for the detention of juveniles, should the City need to detain a juvenile awaiting trial or sentencing, via the attached agreement, the City can use the SCDJJ facility.

ANALYSIS or STAFF FINDINGS

The City has options to detain juveniles, if needed. However, this provides an additional resource if needed. The agreement will not obligate the City in any way unless the City chooses to, or is ordered by a court to, detain a juvenile awaiting trial or sentencing at the SCDJJ facility.

FISCAL IMPACT

The per diem rate is \$50.00 per day for any juvenile housed at the SCDJJ detention facility pursuant to Section 63-19-1610 of the South Carolina Code of Laws. Failure to pay amounts owed for juvenile detention services will result in SCDJJ pursuing any and all available methods of collection.

RECOMMENDATION

Approval of the Memorandum of Agreement with SCDJJ

ATTACHMENT

Memorandum of Agreement and the SCDJJ transmittal letter



Freddie B. Pough
Executive Director

P.O. Box 21069
Columbia, SC 29221-1069

djj.sc.gov

Henry McMaster
Governor



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July 1, 2020

JUL 17 2020

City of Mauldin
Administrator

MAULDIN MUNICIPAL COURT

P. O. Box 249
Mauldin, South Carolina 29662-0249

Dear Administrator:

Enclosed please find a Memorandum of Agreement (MOA) for the provision of secure detention services with the South Carolina Department of Juvenile Justice's (SCDJJ) Detention Center for fiscal year 2020 - 2021. The per diem rate is **\$50.00 per day** for any juvenile housed at our detention facility pursuant to Section 63-19-1610 of the South Carolina Code of Laws. Failure to pay amounts owed for juvenile detention services will result in SCDJJ pursuing any and all available methods of collection.

This agreement will not obligate you in any way unless your agency/department chooses to, or is ordered by a court to, detain a juvenile awaiting trial or sentencing. Should you anticipate the need to use our facility anytime during the 2020 - 2021 fiscal year, please sign the enclosed contract within 30 days of receipt and return to: Department of Juvenile Justice, Attention: Jovan Haynes, Facility Administrator, Juvenile Detention Center, 1725 Shivers Road, Columbia, South Carolina 29210. **This agreement will not be accepted by SCDJJ if altered or amended in any way.**

In lieu of detaining juveniles in SCDJJ's secure detention center, the Department has developed a Short-Term Alternative Placement (STAP) Program by contracting with providers throughout the state to offer residential alternatives to secure detention for non-violent youth. This STAP service is made available to you at no cost, and the number of available STAP providers/locations is scheduled to increase in fall 2020 (see attached). **We would encourage you to make all public safety or local law enforcement in your jurisdiction aware of this alternative to secure detention so that they can utilize this "no cost" option, whenever they determine such to be appropriate.** Additional information about these options can be obtained by contacting your local SCDJJ County Manager or by calling DJJ's Office of Community Alternatives at (803) 896-9117.

In addition, beginning July 1, 2020, local law enforcement will be required to complete the Local Law Enforcement Detention Verification Form (attached) before a juvenile is booked at the SCDJJ Detention Center as confirmation that the youth is eligible for secure detention according to the statutory criteria outlined in S.C. Code of Laws § 63-19-820. Please note that if the transporting officer is not the officer who took the juvenile into custody, it is the transporting officer's duty to contact the case officer to ensure that this Form is completed correctly and in its

Empowering Our Youth for the Future

entirety. Again, the SCDJJ Detention Center will NOT accept a youth until local law enforcement has fully completed and signed the attached form.

Please also note that, per the terms of the attached MOA, SCDJJ's acceptance and retention of detainees in its Juvenile Detention Center will be on a space available basis and will be in accordance with admission and detention criteria established by SCDJJ. With the implementation of Raise the Age legislation on July 1, 2019, SCDJJ's Juvenile Detention Center has experienced a higher volume of juvenile detainees. Please be aware that SCDJJ will be monitoring capacity of the Juvenile Detention Center on a daily basis and may be unable to accept or retain juvenile detainees when doing so would cause the facility to exceed its rated capacity. As stated above, SCDJJ has developed STAP beds for use as an alternative to detention for non-violent youth and encourages the use of STAP beds with appropriate youth. In addition, in order to ensure that your jurisdiction has a long-term solution in place for the detention of juveniles, you may want to consider collaborating with your local government partners in neighboring jurisdictions to explore the establishment of regional juvenile detention centers in your area.

Should you have any questions, please contact Velvet McGowan, Deputy Director of Institutional Services at (803) 896-9797. Your timely response is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'F. B. Pough', written in a cursive style.

Freddie B. Pough
Director

Enclosures

cc: Jovan Haynes, Facility Administrator, SCDJJ Detention Center
Velvet McGowan, Deputy Director, Institutional Services Division

**MEMORANDUM
OF
AGREEMENT
FOR THE DETENTION OF JUVENILES**

THIS AGREEMENT is made this 1st day of July, 2020, by and between the South Carolina Department of Juvenile Justice (SCDJJ) by and through its duly authorized employee and the governing body of City of Mauldin, hereinafter referred to as City of Mauldin, by and through its duly authorized official and/or employee;

WHEREAS, the South Carolina Constitution and state and federal law, mandate that juveniles who are held in detention be confined in separate and distinct facilities from adults similarly confined; and

WHEREAS, City of Mauldin does not operate or manage its own detention facility for juveniles, or otherwise have such a facility available to it for the detention of juveniles; and

WHEREAS, SCDJJ operates a facility for the detention of juveniles, along with an array of other residential placements for juveniles, who are awaiting their return to another jurisdiction or state, or awaiting their adjudication and/or dispositional hearings in the Family or General Sessions Courts of this State, which have passed all necessary state inspections or approvals, and are suitable for the detention of juveniles; and

WHEREAS, the General Assembly has mandated that “the governing body of the law enforcement agency having original jurisdiction (over) where the offense occurred” be responsible for paying a portion of the costs of the detention services for juveniles provided by SCDJJ, who are charged with committing crimes within the governing body’s jurisdictional limits;

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

SCDJJ will admit into its Juvenile Detention Center in Columbia, and detain such juveniles in this Center, subject to its design/operational capacity and any limitations set forth in Section 63-19-830 (A), those juveniles who are charged with committing criminal/status offenses within the jurisdictional limits of the above listed entity and who have been/are:

1. qualified to be placed in secure detention (as determined by Section 63-19-820 (B), which the local law enforcement entity wishes to have detained prior to a detention hearing before the Family Court; or
2. ordered to be taken into custody and detained by the Family Court or other lawful authority; or

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3. 16 years old or younger who have been waived to the Court of General Sessions to be tried as adults; or
4. 16 years old and charged as an adult with committing a Category A-D felony or any felony offense which provides for a maximum term of imprisonment of fifteen years or more.

Acceptance and retention of detainees in its Juvenile Detention Center will be on a space available basis and will be in accordance with admission and detention criteria established by SCDJJ. In addition, City of Mauldin agrees to remove any detainees accepted and detained under criteria 3 and 4 above, on or within one week after that detainee's 17th birthday.

City of Mauldin agrees to assign an open Purchase Order Number _____, to be effective from July 1, 2020 to June 30, 2021.

City of Mauldin agrees to comply with Section 63-19-1610 of the South Carolina Code of Laws which provides, "local governments utilizing the juvenile detention services provided by the Department of Juvenile Justice must pay the department a per diem of fifty dollars a day per child." Accordingly, City of Mauldin will pay SCDJJ \$50.00 per 24-hour day per child. (Detention periods of between from 1 to 23 hours shall be charged as a ½ day charge of \$25.00). Payments to SCDJJ will be made on a monthly basis as the costs accrue.

SCDJJ agrees to bill City of Mauldin on a monthly basis; said bills to be sent on or before the 15th day of the month after the month where the costs are incurred, with payment to be made on or before the first (1st) day of the following month. If City of Mauldin fails to make payment within 30 days of receipt of an invoice for detention services, SCDJJ may take any and all available measures to collect on the outstanding debt.

SCDJJ agrees to periodically provide City of Mauldin with a report on City of Mauldin's use of the SCDJJ Detention Facility. This report will reflect the status of juveniles being detained for periods greater than 30 days.

Pursuant to South Carolina Code Section 63-19-360, the "local law enforcement agency having jurisdiction where the offense was committed" shall be responsible for transporting all juveniles to and from DJJ's Juvenile Detention Center. However, a local law enforcement entity may enter into agreements with other local law enforcement agencies or other entities for transporting of a juvenile to and from SCDJJ's Juvenile Detention Center, and the fact that a particular local law enforcement agency or entity transports a juvenile to or from SCDJJ shall not be determinative as to which law enforcement agency has jurisdiction over the offense committed or necessarily obligate the governing board of the transporting entity to pay for the cost of that juvenile's detention.

In accordance with Act #571 of 1990, relating to Juvenile Detention and consistent with the criteria outlined in DJJ Community Services Policies and Procedures (SCDJJ Detention Screening Process; Policy Number F-7.0), no juvenile shall be placed in and/or transported to, a SCDJJ detention facility until law enforcement has notified SCDJJ and SCDJJ has conducted a detention screening, or until a Family Court Judge has determined that placement in secure detention is appropriate.

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MAULDIN MUNICIPAL COURT

City of Mauldin shall provide the SCDJJ Juvenile Detention Center with all relevant information pertaining to the juvenile, including medical history/limitations/pre-existing conditions, known psychological and psychiatric problems, charges pending before the court, and completed screening or detention forms if such records or information are in the possession of, or otherwise known to, the transporting law enforcement agency. Additionally, upon arrival at the SCDJJ Juvenile Detention Center, the transporting officer shall complete and sign SCDJJ's Local Law Enforcement – Detention Verification Form, which certifies the juvenile's eligibility for secure detention pursuant to S.C. Code of Law § 63-19-820.

SCDJJ's Juvenile Detention Center shall have the right to refuse admission when a juvenile is presented for placement without an appropriate detention order signed by the Court or detention referral papers, completed and signed by a SCDJJ employee or screening agent. SCDJJ's Juvenile Detention Center shall also have the right to refuse admission when a juvenile is deemed inappropriate by the Center for placement due to psychological/psychiatric problems, age, history, not meeting referral/admissions criteria, indications of alcohol or other drug intoxication, medical condition which requires emergency or immediate medical care or treatment or for any other reason which puts the Center at risk, should such a juvenile be accepted.

SCDJJ shall not be financially responsible for the cost of medical care provided to a juvenile detained in its juvenile detention center for any injury, illness, condition, or medical need that pre-existed the juvenile's admission to its Detention Center.

Detention services provided by SCDJJ shall commence upon execution of this contract and terminate, unless this contract is reauthorized and renewed, on July 1, 2021. Either party may cancel this agreement upon thirty (30) days' written notice.

Sums paid or payable under this contract shall not exceed \$_____ for fiscal year 2020-2021 as determined by both parties. However, if juveniles continue to be presented for secure detention by City of Mauldin once the above budgeted amount has been reached, City of Mauldin agrees to pay for the cost of any additional detainees as provided for in the paragraph addressing detention rates.

APPROVED:

Administrator/Manager
(or other Authorized Official)



Freddie B. Pough, Director
South Carolina Department of Juvenile Justice

Date

July 1, 2020

Date

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MAULDIN MUNICIPAL COURT
MAULDIN MUNICIPAL COURT

CITY COUNCIL AGENDA ITEM

MEETING DATE: August 17,2020

AGENDA ITEM: 8j

SUBJECT: Mayor Pro Tempore

REQUEST

Council is requested to appoint a Mayor Pro Tempore

HISTORY/BACKGROUND

A Mayor Pro Tempore is appointed in the event the Mayor is unavailable or unable to perform his/her duties.

FINANCIAL IMPACT

None

RECOMMENDATION

This is a Council initiated request. Staff does not have a recommendation.

ATTACHMENTS

None