

RICHLAND COUNTY

REGULAR SESSION

AGENDA



TUESDAY MARCH 19, 2024

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2024-2025



Derrek Pugh
District 2
Vice Chair



Jason Branham
District 1



Gretchen Barron
District 7



Yvonne McBride
District 3



Paul Livingston
District 4



Allison Terracio
District 5



Don Weaver
District 6



Overture Walker
District 8



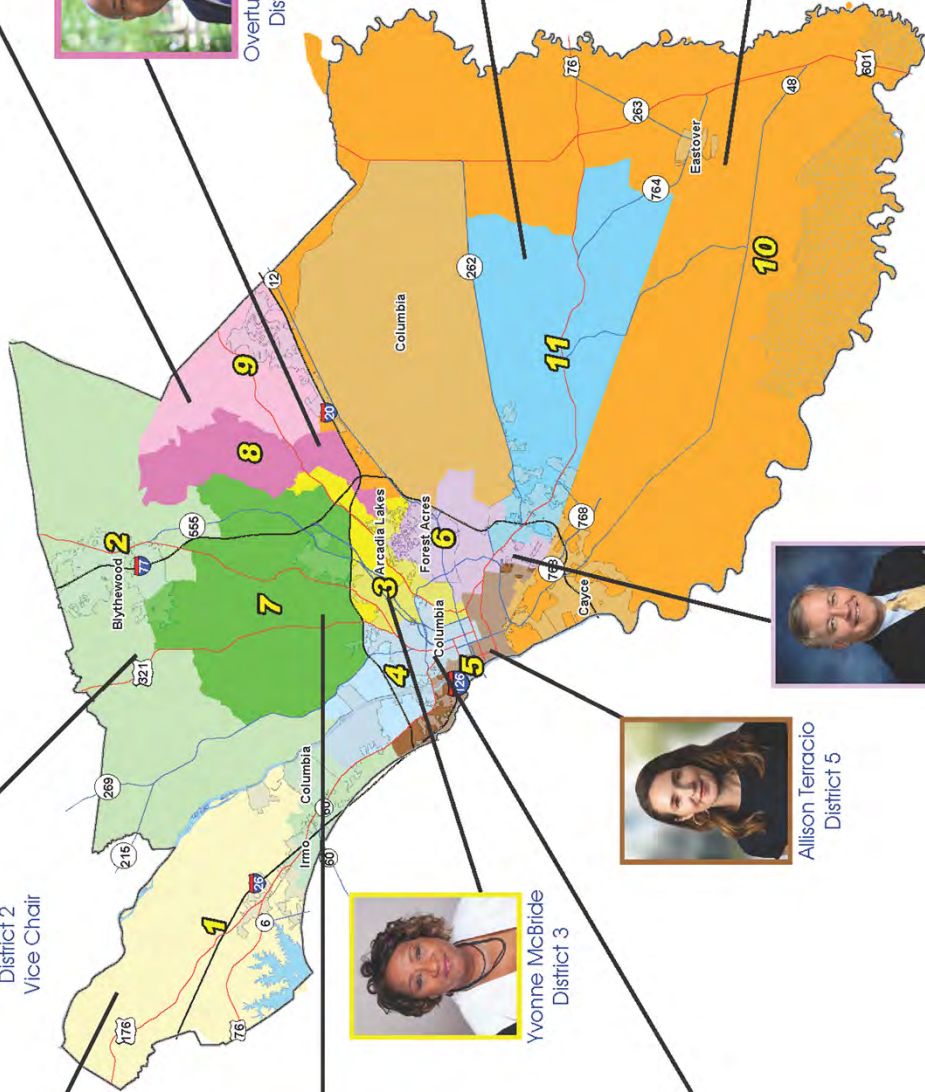
Chakisse Newton
District 11



Cheryl English
District 10



Jessica Mackey
District 9
Chair





**Richland County
Regular Session**

AGENDA

March 19, 2024 06:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER**

The Honorable Jesica Mackey, Chair
Richland County Council

 - a. ROLL CALL
2. **INVOCATION**

The Honorable Derrek Pugh
3. **PLEDGE OF ALLEGIANCE**

The Honorable Derrek Pugh
4. **APPROVAL OF MINUTES**

The Honorable Jesica Mackey

 - a. Regular Session: March 5, 2024 **[PAGES 9-14]**
5. **ADOPTION OF AGENDA**

The Honorable Jesica Mackey
6. **REPORT OF THE ATTORNEY [NON-EXECUTIVE SESSION ITEMS]**

Patrick Wright,
County Attorney

 - a. A Resolution Expanding the functions, duties and powers of the Transportation Penny Advisory Committee **[PAGES 15-17]**
7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS**

Patrick Wright,
County Attorney

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

 - a. Disability Rights vs. Richland County [Pursuant to S.C. Code 30-4-70(a)(2)]
 - b. Butler vs. Richland County [Pursuant to S.C. Code 301-4-70(a)(2)]
8. **CITIZEN'S INPUT**

The Honorable Jesica Mackey

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

9. CITIZEN'S INPUT

The Honorable Jesica Mackey

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

10. REPORT OF THE COUNTY ADMINISTRATOR [PAGES 18-121]

Leonardo Brown,
County Administrator

- a. Updates for Consideration:
 - 1. 2024 Annual Comprehensive Financial Report
 - 2. Richland County Conservation Commission (RCCC) FY24-25 Annual Plan [PAGES 19-36]
 - 3. Family Service Center Exterior Elevation [PAGES 37-40]
- b. Administrator's Nomination: (Items in this section require action that may prejudice the County's interest in a discernible way (i.e., time-sensitive, exigent, or of immediate importance)
 - 1. Animal Services - Vector Control - Center for Disease Control/ Department of Health and Environmental Control Grant [PAGES 41-49]
 - 2. Grants & Community Outreach - Contract Approval for CDBG Rental Acquisition & Rehab Projects [PAGES 50-121]

11. REPORT OF THE CLERK OF COUNCIL

Anette Kyrlo,
Clerk of Council

12. REPORT OF THE CHAIR

The Honorable Jesica Mackey

13. APPROVAL OF CONSENT ITEMS

The Honorable Jesica Mackey

- a. Case # 23-026MA
Tony Lawton
RU to GC
113 Sease Road (1.14 Acres)
TMS # R04003-02-17 [THIRD READING] [PAGES 122-123]

- b. An Ordinance amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; by adding Article VII entitled "Short-Term Rentals" so as to establish certain requirements for properties being used as short-term rentals, to define necessary terms, and to provide penalties [SECOND READING] [\[PAGES 124-151\]](#)

14. SECOND READING ITEMS

The Honorable Jesica Mackey

- a. An Ordinance authorizing a quitclaim deed to Bobby J. and Nancy Y. Spivey for unused and unopened right-of-way on Lake Dogwood Circle South [\[PAGES 152-155\]](#)
- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Colite Technologies, LLC; and other related matters [\[PAGES 156-177\]](#)

15. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. Approval of Selecting an Engineering Firm and of Grants for Rawl/SE Richland Industrial Park [\[PAGES 178-190\]](#)

16. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Gretchen Barron

a. Notification of Appointments:

1. Richland Memorial Hospital Board – Four (4) Vacancies [\[PAGE 191\]](#)
 - a. Charles Mills
 - b. Lochlan Wooten
 - c. William Stec
 - d. Andrea Darden
 - e. Edwin Garrison (Incumbent)
2. Lexington Richland Alcohol and Drug Abuse Council - Two (2) Vacancies [\[PAGE 192\]](#)
 - a. Crystal Marks
 - b. Harold Ward (Incumbent)

3. Building Codes Board of Appeals – Eight (8) Vacancies (ONE applicant must be from the Architecture Industry, ONE applicant must be from the Gas Industry, ONE applicant must be from the Building Industry, ONE applicant must be from the Contracting Industry, ONE applicant must be from the Plumbing Industry, ONE applicant must be from the Electrical Industry, and TWO applicants must be from Fire Industry as alternates)

- a. Shaun Jackson (Building Industry) [\[PAGE 193\]](#)

4. Central Midlands Regional Transit Authority – One (1) Vacancy [\[PAGE 194\]](#)

- a. Roosevelt Barnwell

b. Notification of Vacancies: [\[PAGE 195\]](#)

1.
 - a. Accommodations Tax Committee – Four (4) Vacancies (ONE applicant must have a background in the lodging industry, TWO applicants must have a background in the hospitality industry, and ONE applicant must have a cultural background)

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

- c. Board of Zoning Appeals – Two (2) Vacancies

- d. Building Codes Board of Appeals – Seven (8) Vacancies (ONE applicant must be from the Architecture Industry, ONE applicant must be from the Gas Industry, ONE applicant must be from the Contracting Industry, ONE applicant must be from the Plumbing Industry, ONE applicant must be from the Electrical Industry, and TWO applicants must be from Fire Industry as alternates)

- e. Business Service Center Appeals Board – Three (3) Vacancies (ONE applicant must be from the Business Industry, and TWO applicants must be CPAs)

- f. Central Midlands Council of Governments – Three (3) Vacancies

- g. Community Relations Council – Six (6) Vacancies

- h. Historic Columbia – One (1) Vacancy

- i. Hospitality Tax Committee – Four (4) Vacancies (TWO applicants must be from the Restaurant Industry)

- k. Planning Commission – Two (2) Vacancies

17. REPORT OF THE STRATEGIC PLANNING AD HOC COMMITTEE

The Honorable Jesica Mackey

- a. Envisio Update [\[PAGE 196\]](#)

- b. Website Update [\[PAGE 197\]](#)
- c. Public Private Partnership [\[PAGES 198-200\]](#)

18. OTHER ITEMS

The Honorable Jesica Mackey

- a. FY24 - District 1 Hospitality Tax Allocations [\[PAGES 201-202\]](#)
 - 1. SC Philharmonic - \$8,000
- b. FY24 - District 5 Hospitality Tax Allocations [\[PAGES 203-204\]](#)
 - 1. Historic Columbia - \$15,000
- c. FY24 - District 7 Hospitality Tax Allocations [\[PAGES 205-206\]](#)
 - 1. American Heart Association - \$15,000
 - 2. Historic Columbia - \$15,000
- d. FY24 - District 8 Hospitality Tax Allocations [\[PAGES 207-208\]](#)
 - 1. Phi Beta Sigma- Beta Chi Sigma - \$5,000
 - 2. Serve & Connect - \$2,500
- e. FY24 - District 10 Hospitality Tax Allocations [\[PAGES 209-210\]](#)
 - 1. LR Sweet Potato Festival - \$20,000
 - 2. Columbia City Ballet (SC Ballet) - \$5,000

19. EXECUTIVE SESSION

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

Patrick Wright,
County Attorney

20. MOTION PERIOD

21. ADJOURNMENT

The Honorable Jesica Mackey



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



Richland County Council
Regular Session
MINUTES
March 5, 2024 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Jessica Mackey, Chair; Derrek Pugh, Vice-Chair; Jason Branham, Yvonne McBride, Allison Terracio, Don Weaver, Gretchen Barron (via Zoom), Overture Walker, Cheryl English, and Chakisse Newton

NOT PRESENT: Paul Livingston

OTHERS PRESENT: Michelle Onley, Aric Jensen, Leonardo Brown, Anette Kirylo, Lori Thomas, Stacey Hamm, Susan O'Cain, Dale Welch, Ashiya Myers, Kyle Holsclaw, Angela Weathersby, Andrew Haworth, Tamar Black, Patrick Wright, Michael Maloney, Ashley Fullerton, Jeff Ruble, Thomas Gilbert, Judy Carter, Geo Price, Shirani Fuller, Dante Roberts, Jackie Hancock, Quinton Epps, Jennifer Wladischkin, Wayne Thornley, and Zach Cavanaugh

1. **CALL TO ORDER** – Chairwoman Jessica Mackey called the meeting to order at approximately 6:00 PM.

Ms. Mackey noted that Ms. Barron would participate virtually at tonight's meeting.

2. **INVOCATION** – The Invocation was led by the Honorable Cheryl English.

3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Derrek Pugh.

POINT OF PERSONAL PRIVILEGE – Ms. Mackey recognized that Judge Joseph Strickland was in the audience.

4. **PRESENTATION OF RESOLUTION**

- a. A Resolution recognizing and declaring Harriette "Hettie" Eugenia Anderson as America's First African-American Artists' Model – Mr. Walker moved to adopt a resolution recognizing and declaring Harriette Eugenia Anderson as America's First African-American Artists' Model, seconded by Mr. Weaver.

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

Not Present: Livingston

The vote in favor was unanimous.

Mr. Walker read the resolution into the record.

5. **PRESENTATION OF PROCLAMATIONS**

- a. A Proclamation Recognizing Stephen Duerr as the 2023 Elementary Physical Education Teacher of the Year – Ms. Terracio read the proclamation recognizing Stephen Duerr as the 2023 Elementary Physical Education Teacher of the Year into the record.
- b. A Proclamation Recognizing Columbia-Richland Fire Chief Aubrey Jenkins – Ms. Newton moved to adopt a resolution recognizing Columbia-Richland Fire Chief Aubrey Jenkins, seconded by Mr. Pugh.

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

Not Present: Livingston

The vote in favor was unanimous.

Ms. Newton read the resolution into the record.

Mr. Pugh, Ms. English, Ms. Barron, and Ms. Mackey expressed their appreciation of Chief Jenkins.

6. **APPROVAL OF MINUTES**

- a. Special Called Meeting: February 13, 2024 – Mr. Walker moved to approve the minutes as distributed, seconded by Ms. Newton

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

Not Present: Livingston and Terracio (left the meeting @ 6:31 PM)

The vote in favor was unanimous.

- b. Zoning Public Hearing: February 27, 2024 – Mr. Walker moved to adopt the minutes as distributed, seconded by Mr. Branham.

Mr. Branham requested the minutes related to Item 4(a)(3) be corrected to include a reference to the existence and location of the gravesites that were discussed. In addition, note the Chicora report is part of the county records.

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

Not Present: Livingston and Terracio

The vote to approve the minutes as corrected was unanimous.

7. **ADOPTION OF AGENDA** – Mr. Pugh moved to adopt the agenda as published, seconded by Ms. Newton.

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

Not Present: Livingston and Terracio

The vote in favor was unanimous.

8. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – Mr. Patrick Wright, County Attorney, indicated the following items qualify for Executive Session under South Carolina Code section 30-4-70: (a)(2)

- a. Legal Update: Transportation Road Map [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]

Mr. Walker moved to go into Executive Session, seconded by Mr. Weaver.

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

Not Present: Livingston and Terracio

The vote in favor was unanimous.

***Council went into Executive Session at approximately 6:34 PM
and came out at approximately 7:18 PM***

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

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

Not Present: Livingston and Terracio

The vote in favor was unanimous.

Ms. Mackey indicated no action was taken in Executive Session.

Mr. Pugh moved to approve the Transportation Road Map, as discussed in Executive Session, seconded by Mr. Walker.

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

Abstain: Barron (due to not participating in Executive Session)

Not Present: Livingston and Terracio

The vote in favor was unanimous.

9. **CITIZENS' INPUT**

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

10. **CITIZENS' INPUT**

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time.)
 1. Abigail Rogers, 21 Black Gum Road, Columbia, SC 29209 – Township Auditorium
 2. Sue Kanipe, 72 Hamptonwood Way, Columbia, SC 29209 – Affordable Housing
 3. Allen Browning, 809 Setter Lane, Hopkins, SC 29051 – Rogue Locksmith Company

11. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Updates for Consideration
 1. *General Updates* – No updates were given.
- b. Administrator's Nomination: Items in this section require action that may prejudice the County's interest in a discernable way (i.e., time-sensitive, exigent, or of immediate importance)
 1. *County Utilities – Northeast Sewer Service Area Minor 208 Plan Amendment* – The County Administrator, Mr. Leonardo Brown, stated the Clean Water Act established an areawide approach to mitigating water pollution; the 208 Plan was created in South Carolina to assist local decision-makers regarding land use and its influence on water quality. The 208 Plan created nine municipal decision-makers, one of which is Richland County and another is the City of Columbia. Within the 208 Plan, there are individuals who have a service area. In that service area, they meet those individuals' needs if they can provide the service. They can also manage the area; if they cannot provide the service, they can allow another service provider to do that. What we have tonight is the ability to address the planned growth we expect to see from Scout Motors and to make a strategic decision based on our desires to be both the collaborative of the government and to accommodate future growth. We have three entities (Richland County, Southwest Water, and the City of Columbia) within this agreement that would allow us to serve residents and industry in the area identified in the maps in the agenda packet. This keeps us from having more issues of "fighting over services." Once approved by Council, this item will go to the Central Midlands Council of Governments (CMCOG). We feel confident this plan will be modified and amended to serve both the unincorporated and incorporated areas managed by Richland County and the City of Columbia. The agreement does not cost the County. We do not lose any ability we already retain in service, and it allows us to mitigate any disruptions because of entities fighting over "disputed" territory.

Mr. Weaver moved to approve the amendment to the 208 Plan, seconded by Ms. McBride.

Ms. Mackey inquired if there is an expiration date on this.

Mr. Brown responded that once it was approved, it would be done. The only thing that would change is if there were future amendments needed.

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

Not Present: Livingston and Terracio

The vote in favor was unanimous.

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

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

Not Present: Livingston and Terracio

The motion for reconsideration failed.

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

13. **REPORT OF THE CHAIR**

- a. County Council Calendar: Reschedule Council meetings scheduled on April 2, 2024, to April 9, 2024 – Ms. Mackey noted that when we adopted the 2024 meeting calendar, we listed April 2nd as the first meeting for April. It has come to her attention that this date falls during Spring Break for many. She is requesting we consider moving the meeting date from April 2nd to April 9th.

Ms. Barron moved to change the meeting date from April 2nd to April 9th, seconded by Ms. English.

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

Not Present: Livingston and Terracio

The vote in favor was unanimous.

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

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

Not Present: Livingston and Terracio

The motion for reconsideration failed.

14. **OPEN/CLOSE PUBLIC HEARINGS**

- a. Authorizing the execution and delivery of one or more fee-in-lieu of ad valorem taxes and incentive agreement by and among Richland County, South Carolina, McEntire Produce, Inc.; R. C. McEntire Trucking, Inc.; and McEntire Limited Partnership to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – No one signed up to speak.

15. **APPROVAL OF CONSENT ITEMS**

- a. Case # 23-026MA, Tony Lawton, RU to GC, 113 Sease Road (1.14 Acres), TMS # R040032-02-17 [SECOND READING]
- b. An Ordinance amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; by adding Article VII entitled "Short-Term Rentals" so as to establish certain requirements for properties being used as short-term rentals, to define necessary terms, and to provide penalties [FIRST READING]
- c. Community Planning & Development/Department of Public Works – Professional Services – Town of Blythewood Intergovernmental Agreement
- d. Department of Public Works – Engineering Division – Summit Ridge Sidewalk Construction
- e. County Utilities – Quail Creek Sewer Extension
- f. Community Planning & Development – Conservation Division – Mill Creek Bridge Replacement

Mr. Walker moved to approve Items 15(a) – 15(f), seconded by Ms. English.

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

Not Present: Livingston and Terracio

The vote in favor was unanimous.

Mr. Walker moved to reconsider Items 15(c) – 15(f), seconded by Mr. Pugh.

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

Not Present: Livingston and Terracio

The motion for reconsideration failed.

16. **THIRD READING ITEM**

- a. Authorizing the execution and delivery of one or more fee-in-lieu of ad valorem taxes and incentive agreement by and among Richland County, South Carolina, McEntire Produce, Inc.; R. C. McEntire Trucking, Inc.; and McEntire Limited Partnership to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Mr. Walker moved to approve this item, seconded by Mr. Pugh.

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

Not Present: Livingston and Terracio

The vote in favor was unanimous.

17. **FIRST READING ITEMS**

- a. An Ordinance authorizing a quitclaim deed to Bobby J. and Nancy Y. Spivey for unused and unopened right-of-way on Lake Dogwood Circle South – Mr. Walker moved to approve this item, seconded by Ms. English.

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

Not Present: Livingston and Terracio

The vote in favor was unanimous.

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

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Colite Technologies, LLC; and other related matters [FIRST READING] – Mr. Walker stated the committee recommended approval of this item.

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

Not Present: Livingston and Terracio

The vote in favor was unanimous.

19. **OTHER ITEMS**

- a. A Resolution to appoint and commission Connor Cox as Code a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County
- b. FY24 – District 5 Hospitality Tax Allocations (Congaree Vista Guild - \$5,000)
- c. FY24 – District 7 Hospitality Tax Allocations (Wiley Kennedy Foundation - \$2,000 and Columbia Museum of Art - \$15,000)
- d. FY24 – District 11 Hospitality Tax Allocations (Lower Richland Sweet Potato Festival - \$15,000)
- e. FY24 – District 3 Hospitality Tax Allocations (Wiley Kennedy Foundation - \$15,000)

Mr. Walker moved to approve Items 19(a) – 19(e), seconded by Ms. Newton.

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

Not Present: Livingston and Terracio

The vote in favor was unanimous.

Mr. Pugh moved to reconsider Items 19(b) – 19(e), seconded by Ms. English,

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

Not Present: Livingston and Terracio

The motion for reconsideration failed.

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

21. **MOTION PERIOD**

- a. Authorize the Administrator to add Good Friday to the Holiday Calendar for all Richland County employees, effective 2024. [MACKEY]

Ms. Mackey moved for unanimous consent to take up the motion to authorize the Administrator to add Good Friday to the Holiday Calendar and be effective in 2024 Holiday Calendar for all Richland County employees, seconded by Mr. Walker.

Mr. Weaver inquired if this would be a permanent addition to the Richland County Holiday Schedule.

Ms. Mackey responded this would be a permanent addition.

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

Not Present: Livingston and Terracio

The vote in favor was unanimous to take up the motion.

Ms. Mackey moved to authorize the County Administrator to add Good Friday to the Richland County Holiday Schedule for all Richland County employees, effective 2024, seconded by Mr. Walker.

Mr. Branham inquired if the Administrator was consulted about the motion and its impact on County operations.

Mr. Brown replied that in terms of impact operations, the only thing would be procedural matters (i.e., payroll and check runs).

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

Not Present: Livingston and Terracio

The vote in favor was unanimous.

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

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

Not Present: Livingston and Terracio

The motion for reconsideration failed.

22. **ADJOURNMENT** – Mr. Walker moved to adjourn the meeting, seconded by Ms. English.

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

Not Present: Livingston and Terracio

The vote in favor was unanimous.

The meeting adjourned at approximately 7:48 PM.

SOUTH CAROLINA

)

A RESOLUTION

RICHLAND COUNTY

)

)

**EXPANDING THE FUNCTIONS, DUTIES AND POWERS OF THE
TRANSPORTATION PENNY ADVISORY COMMITTEE**

WHEREAS, pursuant to Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended (“Act”), Richland County, South Carolina (“County”), previously imposed a sales and use tax in the amount of one percent in the County (“Existing Sales and Use Tax”);

WHEREAS, the County established the 15-member Transportation Penny Advisory Committee (“TPAC”), which is comprised of citizens of the County representing the County and the several municipalities in the County (i.e. Town of Arcadia Lakes, Town of Blythewood, City of Columbia, Town of Eastover, City of Forest Acres and Town of Irmo), to advise the County in connection with the execution of the transportation-related projects funded with the Existing Sales and Use Tax;

WHEREAS, the County is authorized to proscribe and expand the functions, duties and powers of the TPAC from time to time;

WHEREAS, the County desires to continue to improve and expand the accessibility, reliability, sustainability, quality and resiliency of the County’s transportation-related infrastructure and systems and is undertaking an assessment of the ongoing transportation infrastructure needs of the County (“Transportation Needs”);

WHEREAS, the County is considering the imposition of a one percent sales and use tax (the “Proposed Sales and Use Tax”) pursuant to the provisions of the Act, subject to approval of the qualified electors of the County in a referendum, to be levied and imposed immediately following the expiration of the Existing Sales and Use Tax, to provide funding for the Transportation Needs;

WHEREAS, because of the experience of the TPAC in connection with the Existing Sales and Use Tax, the County desires to expand the functions, duties and powers of the TPAC to include assisting the County in reviewing the Transportation Needs and developing principles by which the County would undertake the Transportation Needs;

WHEREAS, the County anticipates that the TPAC would serve as the body through which the several municipalities of the County would provide input for the County’s consideration on the Transportation Needs and the principles by which the County would undertake the Transportation Needs; and

WHEREAS, the County would consider the recommendation from the TPAC with respect to the Transportation Needs in determining to submit a referendum question to the qualified electors of the County regarding the Proposed Sales and Use Tax.

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

Section 1. The County directs the TPAC to review and advise the County on the Transportation Needs, the projects necessary to address the Transportation Needs (“Projects”), the principles to be applied to determine and execute the Projects (“Principles”) and the categorization of the Projects for purposes of the referendum ballot question for the Proposed Sales and Use Tax (“Ballot Categories”). The County shall provide to the TPAC the reports, assessments, documents and such other information relating to the Transportation Needs, Projects and Principles as the TPAC may request in order to enable its review and recommendation.

Section 2. The County directs that the TPAC shall meet more frequently, as may be necessary, to fully review and develop a recommendation on the Transportation Needs, Projects, Principles and the percentage of the Proposed Sales and Use Tax to be assigned to each of the Ballot Categories.

Section 3. The County directs that the TPAC shall make regular, interim reports from its meetings to the Chairman of the Transportation Penny *Ad Hoc* Committee of County Council (“Committee”). The County further directs that the TPAC shall determine a final report by no later than June 17, 2024, and provide its final report, in such form as the TPAC may determine, to the Committee by no later than June 18, 2024.

Section 4. The County directs the TPAC to solicit from the City of Columba and the Town of Arcadia Lakes (and any other municipality which may have a vacancy in its representation in the membership of the TPAC) appointees to fill their representative vacancies on the TPAC membership. If no appointment is made by April 5, 2024 to fill the current representative vacancies as of the date of this Resolution, the County Council Chair and Chair of the Committee are authorized to recommend appointments to fill any vacancy on the TPAC., which shall be confirmed by a vote of County Council.

Section 5. As the creator of the TPAC, County Council confirms its authority to ensure the membership of the TPAC is filled so that it may meet and fulfill its proscribed duties. If there are other vacancies that occur and the applicable municipality has not made an appointment within 30 days of such vacancy, County Council confirms the County’s authority to make an appointment to fill such representative vacancy. The County shall use its best efforts in all cases to appoint an individual that lives in the geographic jurisdiction of the applicable municipality.

Section 6. This Resolution is effective after its approval by the County Council.

RESOLVED: March 19, 2024

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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



Report of the County Administrator

Regular Session - March 19, 2024

UPDATES FOR CONSIDERATION:

2024 ANNUAL COMPREHENSIVE FINANCIAL REPORT

RICHLAND COUNTY CONSERVATION COMMISSION (RCCC) FY24-25 ANNUAL PLAN

FAMILY SERVICE CENTER EXTERIOR ELEVATION

ADMINISTRATOR'S NOMINATION:

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

Animal Services - Vector Control - Center for Disease Control/Department of Health and Environmental Control Grant: Staff requests approval to utilize a funding opportunity from the Center of Disease Control (CDC) to increase efficiency and effectiveness of the Vector Control division.

Grants & Community Outreach - Contract Approval for CDBG Rental Acquisition & Rehab Projects: Community Development staff requests that Council approve the contracts for two (2) CDBG Affordable Rental Housing Acquisition and Rehab projects with SC Uplift and Reconciliation Ministries for the development of four apartments and one single-family home for low-to-moderate income (LMI) families in unincorporated areas of the County. The contracts will include a CDBG Subrecipient Agreement and a CDBG Developer's Agreement.

ATTACHMENTS:

1. 2024 Annual Comprehensive Financial Report (to be distributed)
2. Richland County Conservation Commission FY24-25 Annual Plan
3. Informational Briefing: Family Service Center Exterior Elevation
4. Agenda Briefing: Animal Services - Vector Control - Center for Disease Control/Department of Health and Environmental Control Grant
5. Agenda Briefing: Grants & Community Outreach - Contract Approval for CDBG Rental Acquisition & Rehab Projects

**Richland County Conservation Commission (RCCC) FY24-25 Annual Plan
(March 19, 2024)**

Introduction

Richland County Council created the RCCC by ordinance in 1998. The RCCC is charged with promoting the protection of the county's natural, historic, and cultural resources and promoting nature-based recreation and eco- and heritage tourism. The commission does this by negotiating voluntary protection strategies with landowners through conservation easements and land acquisition, and through grant programs and special projects. Each of the eleven members of County Council appoints a representative to the RCCC ([RCCC Members](#)). The members have backgrounds in land conservation, historic preservation, and other related fields. Members meet monthly and serve without pay. The Conservation Division in the Community Planning & Development Department provides staff support to the RCCC.

Richland County ordinance Chapter 2: Administration; Article VII. Boards, Commissions and Committees; Section 2-332 Boards, commissions and committees created states the RCCC shall prepare and submit to County Council an Annual Plan.

Financial Summary for Fiscal Year 2024 (FY23-24)

As of February 27, 2024, the RCCC has spent \$1,785,773.03 in FY23-24 from its \$3,854,987.20 budget for salaries and benefits, professional services, property management, and normal operating expenses. Large projects completed include the Heritage Tourism Marketing Plan (HTMP), selection of a vendor to replace a flood damaged bridge on the Mill Creek property, application for grant funding to cover funding overrides for this project, and the continued management of the Mill Creek Mitigation Bank credit sales.

Ongoing projects include the following:

- a) financial support of \$5,000.00 to the Richland County Ag & Art Tour, an agritourism event which uniquely combines eco- and heritage tourism by pairing artisans with farmers who can educate visitors about agricultural methods, conservation practices, and natural resource use.
- b) the selection of a vendor to implement the HTMP which provided recommendations on how our existing heritage resources and marketing platforms can be enhanced and improved to attract more historic and cultural visitors to the Columbia area who may be visiting the new International African American Museum in Charleston.
- c) the development of a Historic Preservation Plan for the County to help direct our efforts to promote and protect our historic and cultural resources
- d) the purchase of several large tracts of conservation land in conjunction with the South Carolina Conservation Bank
- e) development of a proposed cemetery ordinance to improve and enhance the County's abilities to protect historic cemeteries as recommended during discussions with the Community Planning and Development staff

The RCCC's grant program also awarded \$178,490.00 in Community Conservation Grants for FY23-24 and has distributed \$19,126.08 to grantees for their projects as of February 27, 2024.

Staff vacancies have contributed to low spending in FY21-22, FY22-23 and FY23-24. We have hired an Administrative Assistant who starts in early February and are still working on hiring a Land Program

Planner as we have had issues with available qualified applicants and applicants accepting the offered position.

Any funds not expended from the ½ mill appropriated to the RCCC during the year are collected in the Conservation Fund Balance for later use for large projects or property purchases.

Significant Resources

The RCCC has produced or sponsored numerous plans and studies documenting the significant natural, cultural, and historical resources in the county. These plans and studies outline potential actions the RCCC may undertake to protect these resources. These documents include the attached Lower Richland Tourism Plan (LRTP, Attachment A), Feasibility of Stream and Wetland Restoration Alternatives for Walden Pond (Attachment B), Final Report – Richland County Cemetery Survey (Attachment C), Richland County Historical Resources (Attachment D), the Richland County Green Infrastructure GIS Analysis (Attachment E), as well as other supporting documents for property management (Attachment F), strategic planning (Attachment H), and the Heritage Tourism Management Plan (HTMP) (Attachment I).

Recommendations for Acquisition

RCCC acquires property for conservation purposes through donation and purchase. It also acquires property rights through conservation easements. Areas of Richland County which are prioritized for protection are detailed in the Richland County Green Infrastructure GIS Analysis (Attachment E). Utilizing Geographical Information System (GIS) layers and analysis, six watersheds were identified within the county for priority protection:

- Priority Area 1 – Myers Creek/Cabin Branch Watershed
- Priority Area 2 – Sandy Run Watershed
- Priority Area 3 – Mussel Creek Watershed
- Priority Area 4 – Big Cedar Creek Watershed
- Priority Area 5 – Wateree Creek Watershed
- Priority Area 6 – COWASSE Basin

Although these six watersheds have been selected for prioritization, other areas in the county will be considered for acquisition if they are presented to the RCCC. The RCCC's Conservation Easement Strategic Plan (Appendix G) identifies additional criteria for evaluating properties for protection. Specific properties identified for acquisition potential are not provided in this report due to ongoing or potential contract negotiations.

Financing strategy: These acquisitions will be financed through RCCC's ½ mill, individual donations of property or property rights through conservation easements, grants and other funds where available.

Recommendations for Lease

RCCC recommended working with the Columbia Rowing Club to lease the boat shed and a portion of the County-owned Broad River Road property. This lease was approved by County Council at its December 5, 2023 Regular Session meeting.

Recommendations for Development

RCCC recommends and is working towards the issuance of \$250,000 in Conservation Grants (Appendix I) to organizations and constituents to protect existing natural, cultural and historical resources. Managing existing conservation resources, beginning the LRTP through HTMP implementation,

purchasing additional conservation properties, and improving the roads on the Mill Creek property are the largest of RCCC's proposed FY24-25 objectives. These projects would be financed through grants (if available), partnerships with other entities and constituents, and the use of the RCCC ½ mill special revenue funds.

Funding Source	Project
½ mill special revenue fund	Grants <ul style="list-style-type: none"> • FY23-24 Conservation Commission Grants (\$250K) (Appendix I) <ul style="list-style-type: none"> ○ Review, approve, and pay grant reimbursement requests ○ Participate in grant tours, open houses, and other events ○ Publicize grant accomplishments through Richland County's Office of Communications (OOC) when appropriate • FY24-25 Conservation Commission Grants (\$250K) <ul style="list-style-type: none"> ○ Advertise application period in partnership with OOC (completed) ○ Review and rank applications (completed) ○ Recommend applications for award (completed) ○ Notify applicants of awards ○ Conduct grantee information session ○ Publicize grant recipients through OOC
½ mill special revenue fund and donations	<ul style="list-style-type: none"> • Conservation Easements (over 1,200 acres) <ul style="list-style-type: none"> ○ Monitor existing easements ○ Evaluate potential easements (specific properties not disclosed due to ongoing negotiations with land owners) in accordance with the Conservation Easement Strategic Plan (Attachment G) and the Richland County Green Infrastructure GIS Analysis (Attachment E). Although these areas have been prioritized, proposed easements which meet the easement criteria but exist in other areas of the County will also be considered by the RCCC for acquisition. ○ Troubleshoot issues/provide customer service to existing easement donors
General Fund Transfer In (*except where otherwise noted)	<ul style="list-style-type: none"> • Land Management (approximately 3,800 acres) <ul style="list-style-type: none"> ○ Manage Cabin Branch ○ Manage Mill Creek <ul style="list-style-type: none"> ▪ Construct new bridge on entrance road based on design plans *(working towards utilizing CDBG and ½ mill funds) ▪ Manage Mitigation Bank *(Transportation Penny, General Fund and ½ mill) ○ Manage Pinewood Lake Park <ul style="list-style-type: none"> ▪ Support regular volunteer workdays ▪ Support Pollinator Garden (grants and volunteers) ▪ Enhance conservation education programs ▪ Add additional signage on history and nature ○ Manage Broad River Road property * (RCCC Funds)
½ mill special revenue fund	<ul style="list-style-type: none"> • Historic Markers <ul style="list-style-type: none"> ○ Provide funding for historic markers ○ Publicize marker unveilings through OOC

<p>½ mill special revenue fund, grants, H-Tax*, and donations where available</p>	<ul style="list-style-type: none"> • Special Projects <ul style="list-style-type: none"> ○ Begin implementation of LRTP <ul style="list-style-type: none"> ▪ Hire specialized contractor to find local interested individuals to develop identified and unidentified tourism experiences in Lower Richland ▪ Provide access to small business training and other resources to aid in small business start-ups ▪ Improve road on Mill Creek property ○ Begin implementation of the Forest Stewardship Plan <ul style="list-style-type: none"> ▪ Begin timber harvesting based on the Forestry Stewardship Plan ▪ Utilize funds to maintain and enhance property (installation of fire breaks, road improvements, replanting, short- and long-term property master plans, and other items) ○ Heritage Tourism Marketing Plan* <ul style="list-style-type: none"> ▪ Implement recommendations from the plan ○ Richland County Historic Preservation Plan <ul style="list-style-type: none"> ▪ Work with the contractor to develop plan for the preservation and promotion of County historic and cultural resources ○ Conservation Property Purchases – To be announced
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Attachments (Links provided below - documents not printed for brevity and can be printed on request):

- A) [Lower Richland Tourism Plan](#)
- B) [Feasibility of Stream and Wetland Restoration Alternatives for Walden Pond](#)
- C) [Final Report - Richland County Cemetery Survey and other cemetery information](#)
- D) [Richland County Historical Resources – May 2017](#)
- E) [Richland County Green Infrastructure GIS Analysis](#)
- F) [Conservation Land Management Manual](#)
- G) [Conservation Easement Program Strategic Plan](#)
- H) [RCCC Strategic Plan – Amended in 2022](#)
- I) [Approved FY22-23 Community Conservation Grants](#)
- J) [Heritage Tourism Marketing Plan \(HTMP\)](#)



Richland County Conservation Commission

FY2024-2025 Annual Work Plan

County Council
March 19, 2024

About RCCC

- Created by ordinance in 1998
- 11 appointed commissioners
- Promotes the protection of the county's natural historical, and cultural resources and promotes nature-based recreation and eco- and heritage tourism.



Conservation Easements



Historic Preservation Grants



Conservation Grants



Special Projects

What are Richland County's significant resources?

Significant natural, cultural and historic resources documented in:

- Lower Richland Tourism Plan
- Feasibility of Stream and Wetland Restoration Alternatives for Walden Pond
- Richland County Cemetery Survey
- Richland County Historical Resources
- Richland County Green Infrastructure GIS Survey
- Additional property management and strategic planning documents



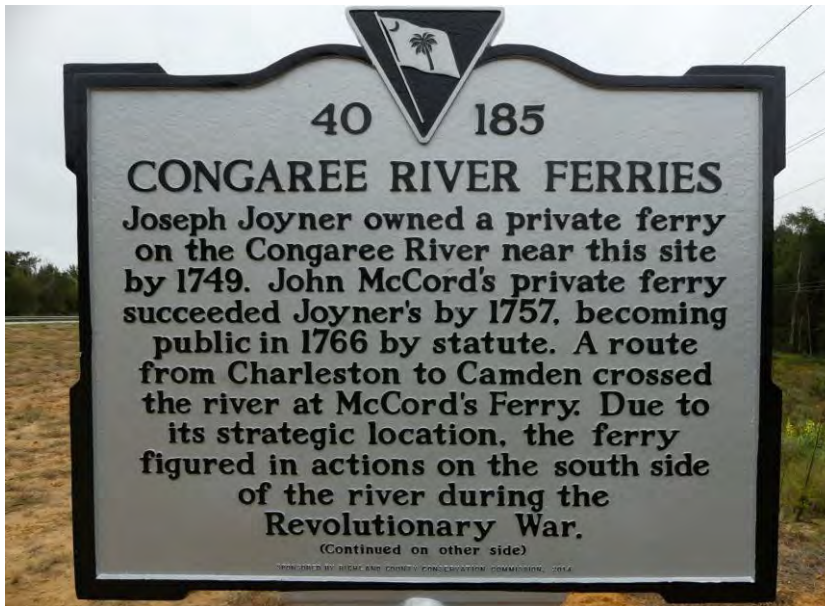
FY24-25 Recommendations for Development

- Funding Source: ½ mil Special Revenue Fund
- Conservation Commission grants (\$250K)
 - Historic Preservation
 - Natural Resources



FY24-25 Recommendations for Development

- Funding Source: ½ mil Special Revenue Fund
- Historic Markers



FY24-25 Recommendations for Development

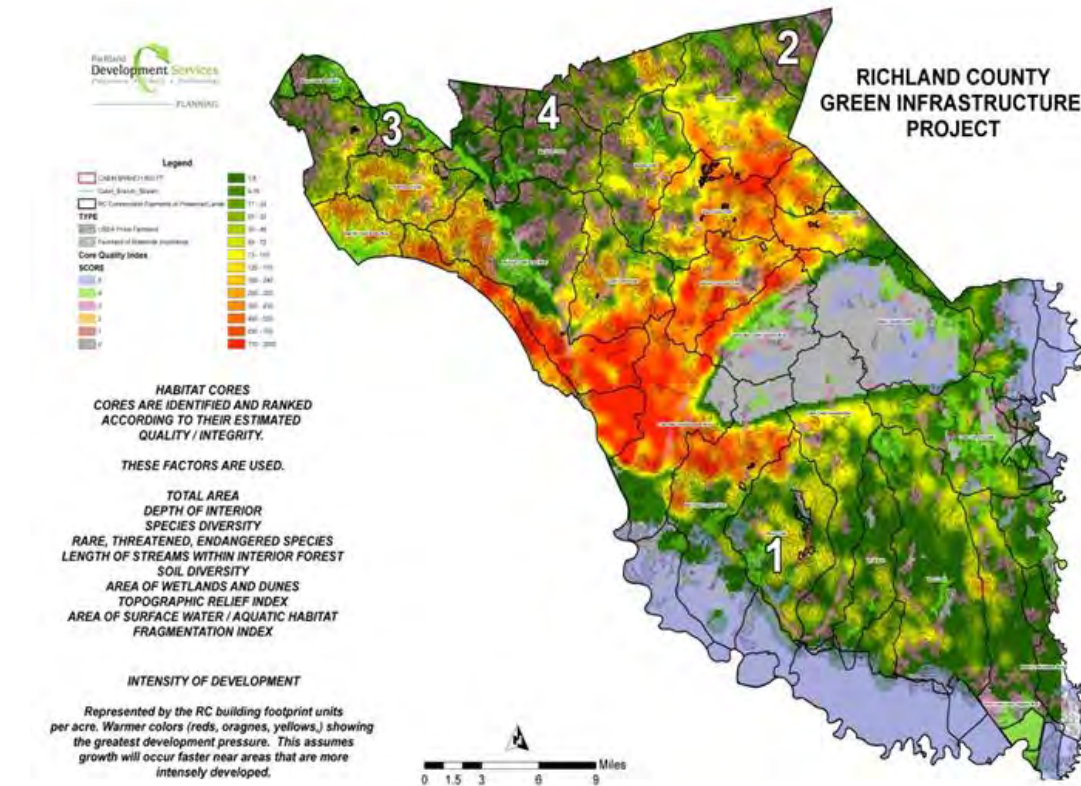
- Funding Source: ½ mil Special Revenue Fund
- Conservation easement monitoring, evaluation and acquisition



Recommendations for Acquisition

Richland County Green Infrastructure Analysis identifies properties to protect either through conservation easements or acquisition. Priority watersheds are:

- Myers Creek/Cabin Branch
- Sandy Run
- Mussel Creek
- Big Cedar Creek
- Wateree Creek
- COWASEE Basin



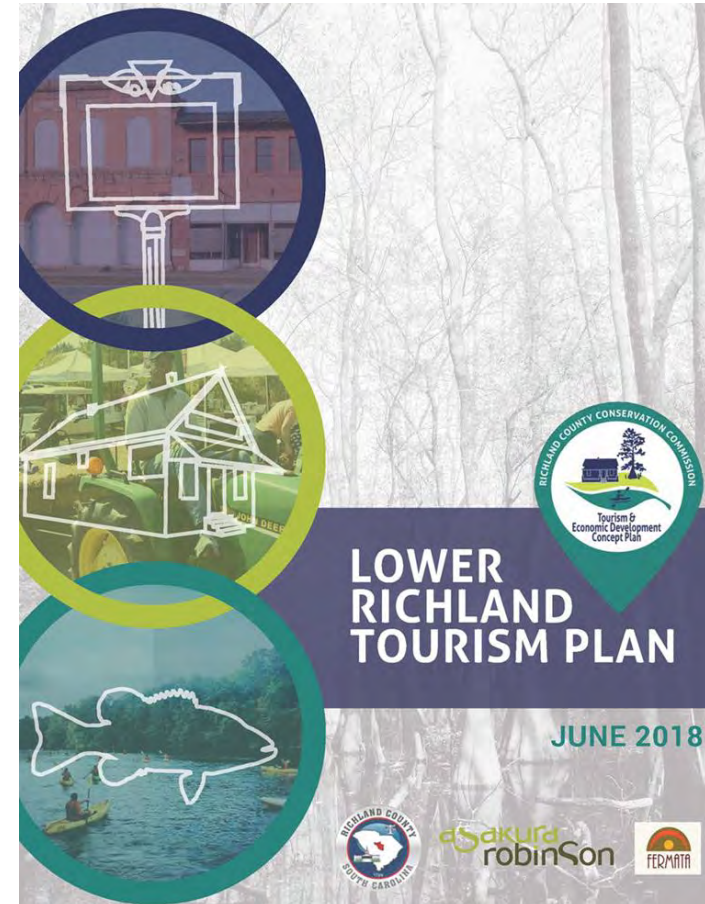
FY24-25 Recommendations for Development

- Funding Source: ½ mil Special Revenue Fund and the General Fund Transfer In (\$143,988)
- Land management of approx. 3800 acres, including Mill Creek, Cabin Branch, Pinewood Lake Park, Broad River property
 - Mill Creek bridge replacement
 - Broad River Road dock replacement and addition of fishing docks



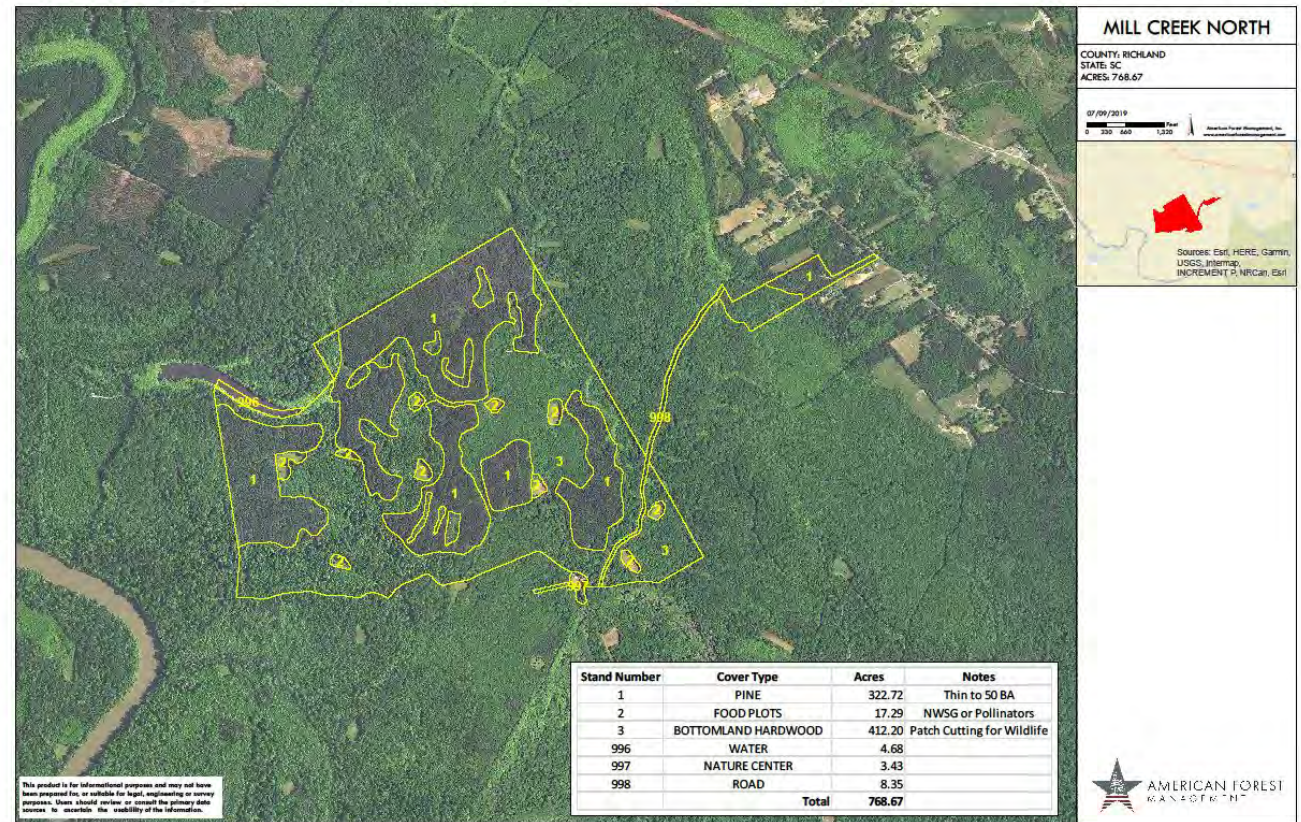
FY24-25 Recommendations for Development

- Funding Source: ½ mil Special Revenue Fund, other county funding, grants, and donations
- LRTP added as an amendment to county Comprehensive plan (FY23)
 - All land purchases and any projects \$100K and over require Council approval



FY24-25 Recommendations for Development

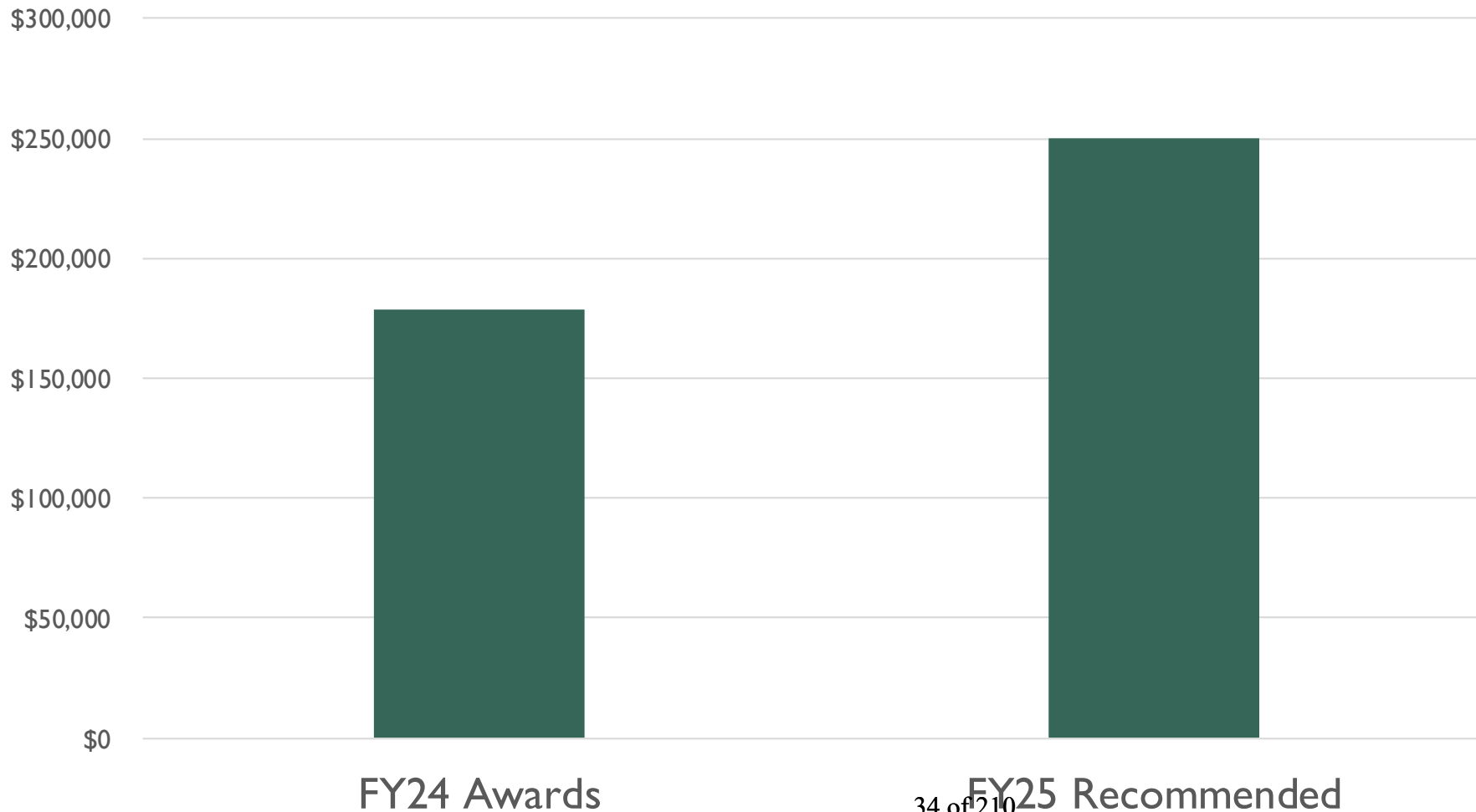
- Funding Source: ½ mil Special Revenue Fund, grants, and donations
- Begin LRTP projects (FY24), pending Council approval and funding availability
- Forest Stewardship Plan (FY24)
- Heritage Tourism Marketing Plan (FY24 and implementation in FY24 H-Tax & ½ mil)



Ongoing Projects

- financial support of \$5,000 to the Richland County Ag & Art Tour, which uniquely combines eco- and heritage tourism by pairing artisans with farmers to educate visitors about agricultural methods, conservation practices, and natural resource use.
- the selection of a vendor to implement the HTMP which provided recommendations on how our existing heritage resources and marketing platforms can be enhanced and improved to attract more historic and cultural visitors to the area.
- the development of a Historic Preservation Plan for the County to help direct our efforts to promote and protect our historic and cultural resources
- the purchase of several large tracts of conservation land in conjunction with the South Carolina Conservation Bank
- development of a proposed cemetery ordinance to improve and enhance the County's abilities to protect historic cemeteries
- Replacement of the flood-damaged Mill Creek Bridge that provides crucial access to the property

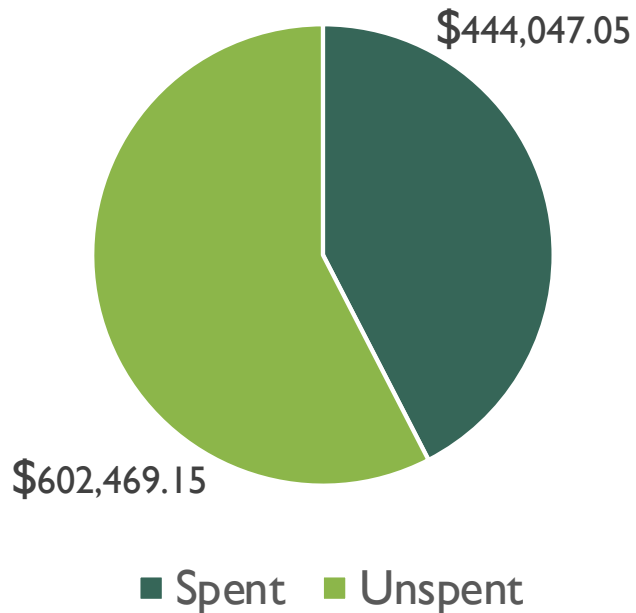
Financial Summaries – Conservation Grants



Historically \$250,000 is awarded annually to Natural Resource and Historic Preservation Grants. RCCC received fewer applications for FY24 funding. \$416,836 was requested for grants for FY25.

FY23 & FY24 Financial Summaries

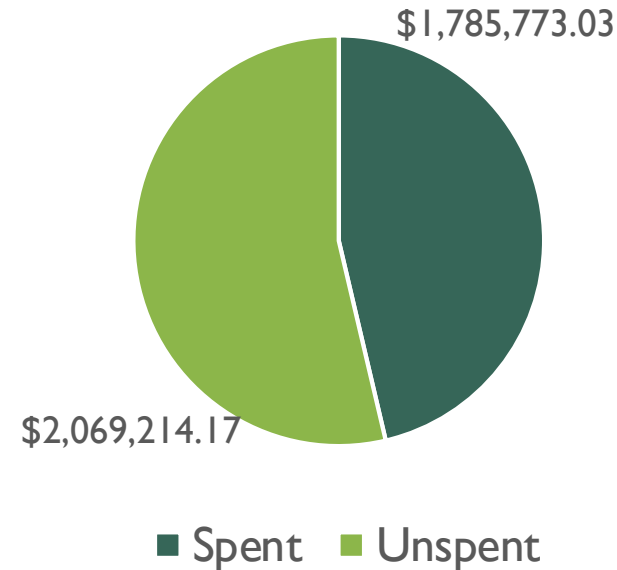
FY23 RCCC Budget



42% of FY23 total budget was spent for salaries and benefits, professional services, property management, and normal operating expenses.

- Underspending due to staff vacancies. Unspent funds from 1/2 mil collected in Special Revenue Fund balance

FY24 RCCC Budget
(January 8, 2024)



46% of FY24 total budget has been spent to date (February 27, 2024) for salaries and benefits, professional services, property management, and normal operating expenses. Underspending due to staff vacancies. Large projects include:

- Mill Creek bridge project
- Heritage Tourism Marketing Plan (HTMP)
- Historic Preservation Plan (HPP)

Thank you for your time!

Questions?

John Grego, Chairman
Richland County Conservation Commission

803-331-3366

jimgrego2003@gmail.com





Informational Agenda Briefing

Prepared by:	Lori Thomas	Title:	Assistant County Administrator	
Department:	Administration	Division:		
Date Prepared:	March 10, 2024	Meeting Date:	March 19, 2024	
Approved for consideration:		County Administrator		Leonardo Brown, MBA, CPM
Meeting/Committee	Regular Session			
Subject:	Options for Exterior Elevations for Family Services Center			

On December 5, 2023, Council approved the contract with MB Kahn for the design build project proposed in the conceptual design and cost estimate of the Family Services Center. These designs were prepared with the input of stakeholders including the Department of Social Services, Department of Health and Human Services, Department of Health and Environmental Control, and WellPartners to ensure the space meets the mission and needs of each. Along with these designs, three exterior elevations were proposed.

Staff requests that Council provide input to determine which of the three options, labeled Option 1, Option 2, and Option 3, should be used as the exterior for the building.

Please provide your input to the Clerk of Council by March 26, 2024.

ATTACHMENTS:

1. Richland County Family Services Center Exterior Elevation Options

RICHLAND COUNTY FAMILY SERVICES



EXTERIOR FAÇADE IMPROVEMENTS – OPTION 1

- Strong, identifiable main public entrance
- Separate TB entrance with signage

Before Image



RICHLAND COUNTY FAMILY SERVICES CENTER – PROGRAM AND CONCEPT REVIEW

RICHLAND COUNTY FAMILY SERVICES



EXTERIOR FAÇADE IMPROVEMENTS – OPTION 2

- Strong, identifiable main public entrance
- Separate TB entrance with signage

Before Image



RICHLAND COUNTY FAMILY SERVICES CENTER – PROGRAM AND CONCEPT REVIEW

RICHLAND COUNTY FAMILY SERVICES



EXTERIOR FAÇADE IMPROVEMENTS – OPTION 3

- Identifiable main public entrance
- Separate TB entrance with signage



RICHLAND COUNTY FAMILY SERVICES CENTER – COST ESTIMATOR DESIGN UPDATE



**Agenda Briefing**

Prepared by:	Olin Towery	Title:	Division Manager
Department:	Animal Services	Division:	Vector Control
Date Prepared:	March 3, 2024	Meeting Date:	March 5, 2024
Legal Review	Patrick Wright via email	Date:	March 6, 2024
Budget Review	Maddison Wilkerson via email	Date:	March 6, 2024
Finance Review	Stacey Hamm via email	Date:	March 7, 2024
Approved for consideration:		Assistant County Administrator	Aric A Jensen, AICP
Meeting/Committee	Regular Session		
Subject	Vector Control – Center for Disease Control One-Time Grant Funding Opportunity		

RECOMMENDED/REQUESTED ACTION:

Staff requests approval to utilize a funding opportunity from the Center of Disease Control (CDC) to increase efficiency and effectiveness of the Vector Control division.

Request for Council Reconsideration: ☒ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This is a one-time, reimbursable grant from the Center for Disease Control through the South Carolina Department of Health and Environmental Control, in the amount of \$68,301.22.

Applicable department/grant key and object codes: 1100412000

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

It is anticipated that all items purchased will be through existing vendors that have been pre-approved by Richland County or the State of South Carolina.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Richland County Chapter 8: Vector Control

MOTION OF ORIGIN:

There is no associated motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Staff requests to receive a one-time funding opportunity (grant) from the Center of Disease Control (CDC) for the Vector Control Division of Animal Services. This funding opportunity in the amount of \$68,301.22 would significantly increase the Division's ability to monitor and respond to natural disasters, mosquito-borne diseases such as West Nile Virus, and mosquito nuisances.

Per the grant regulations, Vector Control must purchase items using county funds and protocols, and then request reimbursement from the SC Department of Health and Environmental Control (DHEC).

If Council chooses to not accept this funding opportunity, the Division will not be able to acquire additional supplies and equipment.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

- Goal 3 Commit to Fiscal Responsibility
 - Object 3.1: Align budget to priorities and seek alternative revenue sources.

ATTACHMENTS:

1. Letter - SC DHEC
2. Letter - SC DHEC
3. Potential Vendor List

20 February 2024

Chris Evans, MS, PhD
State Public Health Entomologist
SC DHEC Public Health Laboratory
8231 Parklane Rd BLDG 5 RM 509
Columbia, SC 29223-4903

Olin Towery
Richland County Vector Control
400 Powell Rd
Columbia, SC 29150

Dear Olin Towery,

South Carolina received funding through the Consolidated Appropriations Act of 2023 (p. 1855; Division N – [Disaster Relief Supplemental Appropriations Act, 2023](#)) to support storm-affected jurisdictions in which significant rainfall could cause a greater risk of mosquito and vector proliferation and subsequent vector-borne diseases. Funds were competitively offered from the Centers for Disease Control and Prevention (CDC) via the Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) Grant.

As a pass-through agency, the South Carolina Department of Health and Environmental Control (SC DHEC) will assist local municipalities in funding and obtaining proper equipment and insecticides to respond effectively to public health threats caused by post-hurricane mosquito population surges. We expect to strengthen the capacity of mosquito control programs by building a stronger infrastructure with equipment and pesticides necessary to effectively reduce post-hurricane mosquito population surges.

Hurricane Recovery Funds are a one-time funding opportunity and must be spent by July 31, 2024, the end of the 2024 federal fiscal year. Because these funds are being made available as a one-time funding opportunity to enhance the long-term infrastructure and hurricane recovery response of mosquito control programs, funds cannot be used for: (1) personnel; (2) municipalities that do not currently have a mosquito control program already in place; or (3) as “seed money” to start a new mosquito control program.

You do not need to apply for funding. You will be receiving a pre-determined dollar amount. However, you will need to sign a contract agreement, which basically states that you will spend the awarded funds on mosquito control equipment and products and that you will submit receipts to us for reimbursement.

SC DHEC is prioritizing funding for municipalities that are most affected by significant rainfall to adequately respond to a hurricane-influenced mosquito population surge. Funding in the amount of **\$68301.22** has been allocated for your use in purchasing mosquito control equipment and products.

We have prepared an attached list of potential vendors and available mosquito control equipment and products. Prior approval is required from SC DHEC Vector-Borne Diseases lab staff members before committing to purchase any items. You will be responsible for obtaining quotes and making purchases. You must share all receipts with SC DHEC for full reimbursement. All purchases must be made on or before July 31, 2024, to qualify for reimbursement.

Please send the following documents and information to receive payments from South Carolina state government:

- **W-9 form**
- **FFATA form**
 - The intent of the Federal Funding Accountability and Transparency Act (FFATA) is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) to be made available to the public via a single, searchable website, which is www.USASpending.gov.
 - The Unique Entity ID (UEI #) is a 12-character alphanumeric ID assigned to your entity by SAM.gov. The UEI # replaces the formerly used 9-digit Dun & Bradstreet D-U-N-S® Number.
- **South Carolina Vendor Number**
 - Registration with the Division of Procurement Services at <https://procurement.sc.gov/> is necessary to place bids and receive payment for business with SC State Government. Please let us know once you have registered and are waiting on a number. Send us your vendor number as soon as you receive it. This process may take some time, so please register as soon as possible. This must be completed immediately to allow sufficient time to purchase products and/or equipment with your awarded funds.
 - On the <https://procurement.sc.gov/> website, click on the tile "Doing Business With Us".
 - **Vendor Search:** If you are already registered as a vendor with the state of SC, that number can be found here "<https://webprod.cio.sc.gov/SCVendorSearch/vendorSearch.do>".
 - **Vendor Registration:** If your program does not have a South Carolina Vendor Number, please register as a vendor with this link "<https://procurement.sc.gov/doing-biz/registration>".
- **Program Contact Name and Title**
- **Signatory Name and Title (if not you, the person who will sign the contract on your behalf)**

Please respond with your Notice of Intent to receive these funds within 10 business days. If you refuse to receive the funds or do not reply within 10 business days, your funds will be re-distributed among remaining mosquito control agencies who wish to receive those funds. You will be notified if your funding increases due to unresponsiveness or negative responses of others.

We are excited about this opportunity to support mosquito control in South Carolina. Please reach out to us regarding any questions or concerns. We look forward to hearing from you by **COB March 6, 2024**.

Sincerely,



Chris L. Evans, MS PhD
State Public Health Entomologist
EVANSCL@dhec.sc.gov
803-896-3802

Lauren Rustin, MS
VBD Lab Technician
RUSTINLP@dhec.sc.gov
803-896-0940

Gabe Begley, BS
VBD Lab Technician
BEGLEYGD@dhec.sc.gov
803-896-0579

E-Mail for all Vector-Borne Diseases Lab Staff: VECTOR@dhec.sc.gov



21 February 2024

Vector-Borne Diseases Laboratory
 (📞) 8231 Parklane Rd | Bldg 5 Rm 509 | Columbia SC 29223-4903
 (📍) 8500 Farrow Rd | Bldg 5 Rm 509 | Columbia SC 29203-9109

Olin Towery
 Richland County Vector Control
 400 Powell Rd
 Columbia, SC, 29150

Dear Olin Towery,

As of July 1st, 2024, the South Carolina Department of Health and Environmental Control (SC DHEC) will become two independently operating agencies, the South Carolina Departments of Environmental Services (DES) and Public Health (DPH). The Vector-Borne Diseases Laboratory, formerly Medical Entomology, will be a part of the newly formed SC Department of Public Health. With this transition, we have lost all personnel who assisted with statewide mosquito and tick collections as part of our vector-borne disease surveillance system.

We ask that you consider assisting in the continued effort to surveil our state for vector-borne diseases. For our lab to continue operating with federal grant funding, we are mandated to provide statewide surveillance for the purpose of mosquito- and tick-borne disease prevention. This work cannot be accomplished without staffing support from city/town and county mosquito control agencies. In the past, SC DHEC personnel assisted with this effort, but we no longer have this option. Assistance with mosquito and tick collections will not affect your program's eligibility to receive hurricane recovery funds.

If interested in collecting mosquitoes or ticks or if you have any questions, please email us at Vector@dhec.sc.gov or call 803-896-0940. We provide in-person training and training videos that you can watch on our state YouTube channel. To eliminate expenses to your program, we supply surveillance participants with all necessary materials to collect and ship specimens to our lab. We strive to provide identification results within 1 week and pathogen test results within 2-4 weeks of receiving samples.

For those mosquito control agencies* in South Carolina that currently assist us with surveillance, we truly appreciate your continued support. For all other agencies, thank you for your consideration and dedication to protecting and promoting health in the state of South Carolina.

Sincerely,

Chris Evans PhD; Lauren Rustin MS, and Gabe Begley BS

*Berkeley County Mosquito Abatement, Charleston County Mosquito Control, City of Conway Mosquito Control, City of Hartsville Mosquito Control, City of Myrtle Beach Mosquito Control, City of North Myrtle Beach, Georgetown County Mosquito Control Division, Horry County Mosquito Control, Richland County Vector Control, and Santee Cooper Vector Management.

S.C. Department of Health and Environmental Control

2600 Bull Street, Columbia, SC 29201 (803) 898-3432 www.scdhec.gov

Potential Vendors and Available Mosquito Control Equipment and Products

Attachment 3

Category	Type	Vendor	Item	Serial/item #	Description	Quote Price	Quote Date
Adulticide	Adulticide	Azelis	Fyfanon EW (40.9% malathion), 50-gal in 55-gal drum	EPA Reg. No. 279-3622 EPA Est. No. 4787-DNK-001	<ul style="list-style-type: none"> • Use in standard ULV sprayer • Odor-reducing technology (first low-odor malathion adulticide) • Water-based emulsion • Apply undiluted or diluted with water 	\$3,516.00	11/15/2023
Adulticide	Adulticide	Verseris	Fyfanon ULV Mosquito Adulticide - ULV, 55 gal	845024	<ul style="list-style-type: none"> • Undiluted aerial or ground applications 		
Adulticide	Adulticide, Water-Based	Target	Aqua-Reslin (permethrin + PBO), 30-gal drum	4196162 or I511661	<ul style="list-style-type: none"> • Apply with standard ULV ground or aerial spray equipment • Cost-effective because no oil purchase or storage is required • Nonflammable • Quick knockdown (15 min) • No biting frenzy following application • Low visibility, low odor • Synergized permethrin 	\$140.00	11/09/2023
Adulticide, Aerial	Adulticide	Azelis	Trumpet EC (Naled 78%), 30 gal	10318	<ul style="list-style-type: none"> • Labeled for use as a thermal fog diluted and non-diluted ULV applications by ground in addition to aerial ULV • IRAC Group 1-B Insecticide • MODE OF ACTION: Naled, an organophosphate: acetylcholinesterase inhibitor • Packaged in returnable 30-gal drums with Micromatic fittings for added handler safety 	\$7,795.20	11/15/2023
Air Blast Sprayer	A1 Mister + Water pump	Azelis	A1 Super Duty Mister + PREDATOR® 1 in. 79 cc gasoline engine water pump - 35 GPM		<ul style="list-style-type: none"> • 100-gal Polyethylene Tank • 20-hp Twin Cylinder Electric Start Honda GX 630 Engine • Belt-Driven 6 Roller Cast Iron Pump • Electric 19.5" Industrial Grade Fan with 210° Right to Left Rotation • Heavy Duty 10-gauge Steel Frame • 4-nozzle Canon Volute • Forklift-Compatible Frame • Wireless Remote (Fan Rotation, Throttle, Liquid & Kill Switch) • Atomizer Volute Attachment 	\$18,875.32	11/19/2023
Backpack	Backpack Blower	Azelis	Maruyama MD-300 Duster	352826	<ul style="list-style-type: none"> • 27 flow settings, 5-year commercial warranty 	\$897.42	11/15/2023
Backpack	Backpack Blower	Clarke	Maruyama MD-300 Duster	31697	<ul style="list-style-type: none"> • 27 flow settings, 5-year commercial warranty 	\$737.55	01/05/2024
Backpack	Backpack Blower	Veseris	Maruyama MD-300 Duster	829879	<ul style="list-style-type: none"> • 28 flow settings, 5-year commercial warranty 	\$695.51	11/30/2023

<i>Category</i>	<i>Type</i>	<i>Vendor</i>	<i>Item</i>	<i>Serial/item #</i>	<i>Description</i>	<i>Quote Price</i>	<i>Quote Date</i>
<i>Backpack</i>	Backpack Sprayer	Birchmeier	4-gal Birchmeier 15k Iris Backpack Sprayer	Birch 15K Iris	<ul style="list-style-type: none"> • Externally mounted pump with brass cylinder • Heavy-duty brass spray valve • 20-inch brass wand & adjustable spray tip • Adjustable piston seals • Heavy-duty stainless steel base for rugged use • Quality parts and craftsmanship to eliminate leaking • Comfortable shoulder straps • Pressure level of up to 87 psi 	\$359.99	
<i>Backpack</i>	Backpack Sprayer	Grainger	4-gal Chapin Backpack Sprayer	56EA61	<ul style="list-style-type: none"> • Manual pump, brass nozzle, 90 PSI, 20-in wand length, 42-in hose length, in-tank filter, polyethylene tank, polypropylene wand, MOE system mixes on exit 	\$303.75	
<i>Backpack</i>	Backpack ULV	Azelis	Maruyama MM-300		<ul style="list-style-type: none"> • 3.9-gal chemical tank, assisted start system, 15.65 dry weight • 5-year commercial warranty 	\$988.40	12/12/2023
<i>Backpack</i>	Backpack ULV	Azelis	MM181-V ULV-FOGGER	844030	<ul style="list-style-type: none"> • 3.4-gal chemical tank, assisted start system, 24.7 dry weight • 52' horizontal, 42' vertical reach • 5 year commercial warranty 	\$988.10	12/08/2023
<i>Backpack</i>	Backpack ULV	Clarke	Guardsman ULV Backpack	4017040	<ul style="list-style-type: none"> • 1.5-gal chemical tank • Easy portability, reliable performance, rugged dependability and operator comfort • Air-cooled 2-Cycle Kawasaki engine delivering high performance and low fuel consumption • 6 metering tips for adjustable flow rate settings • Corrosion- and UV-ray resistant formulation tank • Fingertip operator control functions • Open/Close valve for easy filter cleaning even with a full tank • 5-min setup • Manufactured by Guarany • Distributed exclusively by Clarke for public health mosquito control 	\$1,006.98	01/05/2024
<i>Backpack</i>	Backpack ULV	Veseris	MM91-V ULV-FOGGER		<ul style="list-style-type: none"> • 3.4 gallon chemical tank, assisted start system, 24.7 dry weight • 52' horizontal, 42' vertical reach • 5-year commercial warranty 	\$770.11	11/30/2023
<i>Larvicide</i>	Larvicidal Oil	Clarke	Coco bear mineral oil, 30-gal drum	11348	<ul style="list-style-type: none"> • Use in pressurized sprayer 	\$1,320.00	01/05/2024

Category	Type	Vendor	Item	Serial/item #	Description	Quote Price	Quote Date
Larvicide	Larvicide - Aqueous suspension	Azelis - Valent BioSciences	VectoBac 12 Aqueous Suspension , 2 x 2.5 gal case - \$240.70 - 30 gal	EPA Reg. No. 73049-56 EPA Est. No. 33762-IA-001 List No. 60215	<ul style="list-style-type: none"> • Use in backpack or truck mounted sprayer, hand pump backpack sprayers, compressed air sprayers, air blast units, mist blower sprayers, power backpack sprayers or hydraulic sprayers • Aqueous suspension formulation of Bacillus thuringiensis subsp. israelensis strain AM65-52 for control of mosquito and black fly larvae • Potency of 1,200 International Toxin Units (ITU) per milligram • Viscosity is less than 500 CPS at 25°C (77°F) • Production directly from fermentation slurry ensures an average particle size of 2 to 9 microns • Small particles stay suspended for a longer period of time in the target larval feeding zone • Protection of predator and parasitoid population can provide additional pest control effect • Mosquito and black fly larvae are less likely to become resistant 	\$1,444.50	11/15/2023
Larvicide	Larvicide - granule	Azelis	VectoLex FG (Bacillus sphaericus), 40 lb bags	EPAREg.No. 73049-20 EPAEst.No. 33762-IA-001 ListNo.05722	<ul style="list-style-type: none"> • Aerial or ground applications • Dry formulation • Highly specific activity on select mosquito species • Works extremely well in polluted waters • Target-specific biorational for residual control of West Nile virus vectors. • Fermentation consistency and pharmaceutical-grade standards significantly reduce lot-to-lot variation relative to other manufacturers • Increased storage shelf life • Not harmful to non-target organisms • Results assessed quickly in field 	\$288.00	11/15/2023
Larvicide	Larvicide - granule	Azelis	VectoPrime FG (bacillus thuringiensis israelensis and (s)-methoprene) - 40 lb bags	EPAREg.No. 73049-501 EPAEst.No. 33762-IA-001 ListNo.05725	<ul style="list-style-type: none"> • Bti and (S)-methoprene in a single formulation controls all 4 instars in multiple mosquito species • BioFuse™ technology ensures that each microparticle contains both AIs and that they are delivered in appropriate and consistent ratios. • Microparticles are quickly released on contact with water • Quick kills deliver visible proof that larvae are dead • Low application rates due to high potency and dual action • Dual action provides complete control of asynchronous broods • Optimized for existing equipment and application strategies 	\$166.40	11/15/2023
Larvicide	Larvicide - granule	Azelis - Valent BioSciences	MetaLarv Spherical Pellet , 40 lb bags	EPAREg.No. 73049-475 EPAEst.No. 33762-IA-001 ListNo. 05765	<ul style="list-style-type: none"> • Manually & Mechanically driven applicators (seeders, air blast applicators, & Maruyama® or Stihl® power backpacks) • Provides up to 42 days residual control • Can be applied up to 28 days prior to flood • Remains effective after flood/dry-down/ re-flood event • Improved coverage at low rates • Wider aerial swath in tests conducted • Less respirable and particulate dust • Easily flowable for greater application flexibility • Low hazard to non-target organisms • Packaging allows for easy handling and material loading 	\$1,187.60	11/15/2023

<i>Category</i>	<i>Type</i>	<i>Vendor</i>	<i>Item</i>	<i>Serial/item #</i>	<i>Description</i>	<i>Quote Price</i>	<i>Quote Date</i>
Larvicide	Larvicide - granule	Azelis - Valent BioSciences	VectoBAC Water Dispersible Granule (WDG) , 25lb	EPAREg.No.73049-56 EPA Est.No. 33762-IA-001 ListNo.60215	<ul style="list-style-type: none"> • ULV vehicle mounted sprayers, backpack blowers, hand pump sprayers, aerial - designed for aqueous spray mixes & direct application to water containers • Dry formulation • Mixes easily in water • First and only bacterial larvicide to be certified by the WHO Pesticide Evaluation Scheme • Ground and aerial spray application as aerosol or mist droplets • Wide-area residual control of container mosquitoes • Quickly kills mosquito larvae (2-24 hours) • Increased storage shelf life • Decreased weight to transport • Aqueous spray or direct application • Sprays easily through many equipment types • Not harmful to non-target organisms • Results assessed quickly in field 	\$1,074.25	12/12/2023
Larvicide	Larvicide - Liquid	Target - Central Life	Altosid Liquid SR-20 (s) - methoprene; Altosid S20 : 2 x 2.5 gal case	37230F	<ul style="list-style-type: none"> • ULV and air blast sprayer applications 	\$5,241.00	11/09/2023
ULV Sprayer	ULV Sprayer	Azelis	Guardian 190 G4		<ul style="list-style-type: none"> • 3-year limited warranty • 12-gal fuel tank • Remote engine start, stop, flush, spray (On/Off) • VAAT 3 nozzle • 490 lbs, 47" x 40" x 31.5" 	\$16,400.00	11/15/2023
ULV Sprayer	ULV Sprayer	Clarke	Grizzly ULV Sprayer	323543	<ul style="list-style-type: none"> • Engine: 18 HP (694cc) • Blower: 350 CFM @ 10 P.S.I. • Weight: 475 lbs • Nozzle: Laminar air flow design • Dimensions: 54"L x 42"W x 42"H • Flow Rate ULV: 18 oz/min • Formulation Tank: 15 gal • Flush Tank: 1 gal • Fuel Tank: 10.25 gal 	\$18,736.16	01/05/2024

**Agenda Briefing**

Prepared by:	Callison Richardson	Title:	Division Manager
Department:	Grants and Community Outreach	Division:	Community Development
Date Prepared:	March 7, 2024	Meeting Date:	March 19, 2024
Legal Review	Elizabeth McLean via email	Date:	March 13, 2024
Budget Review	Maddison Wilkerson via email	Date:	March 12, 2024
Finance Review	Stacey Hamm via email	Date:	March 11, 2024
Approved for consideration:		Assistant County Administrator	Aric A Jensen, AICP
Meeting/Committee	Regular Session		
Subject	Contract Approval for CDBG Rental Acquisition & Rehab Projects		

RECOMMENDED/REQUESTED ACTION:

Community Development staff requests that Council approve the contracts for two (2) CDBG Affordable Rental Housing Acquisition and Rehab projects with SC Uplift and Reconciliation Ministries for the development of four apartments and one single-family home for low-to-moderate income (LMI) families in unincorporated areas of the County. The contracts will include a CDBG Subrecipient Agreement and a CDBG Developer's Agreement.

Request for Council Reconsideration: ☒ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The CDBG funds for these projects are part of the reallocations included in the Substantial Amendments to the 2020 and 2021 Annual Action Plans approved by Council on December 5, 2023. These two projects are updates/adjustments to affordable housing projects previously approved by Council.

PROJECT #1: SC Uplift | Acquisition and Rehab of Single-Family Home

7308 Pinedale Drive, 29223 (District 3)

Award = \$255,636.55 (\$140,000 of Award for acquisition, remainder for rehab)

PROJECT #2: Reconciliation Ministries | Acquisition and Rehab of Quadraplex

17 Stoopwood Court, 29210 (District 2)

Award = \$400,000 (\$341,431.40 of Award for acquisition, remainder for rehab)

Applicable department/grant key and object codes: GL/JL Key: 1202992010 / 4891700 - CDBG FY20
Object Code: 526702 (Rental Rehabilitation).

GL/JL Key: 1202992010 / 4892100 - CDBG FY21
Object Code: 526702 (Rental Rehabilitation).

****Budget Transfers are underway as of 3/7/24 to fulfill the reallocations resulting from the Substantial Amendments.**

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

CDBG Project Eligibility and Alignment with County's HUD Plans:

Both of the CDBG Rental Acquisition/Rehab projects have been verified by Community Development staff as complying with HUD eligibility criteria, including:

- 1) Meeting a HUD National Objective.
- 2) Managed, maintained, and occupancy monitored by an eligible and capable subrecipient.
- 2) Alignment with the County's 22-26 Five Year Consolidated Plan and 23 Annual Action Plan.
- 3) Will take place in an LMI area of unincorporated Richland County and directly serve LMI-qualified residents of unincorporated Richland County.

Environmental Reviews:

Environmental Reviews have been conducted for each project by a NEPA-Certified Consultant to ensure compliance with HUD.

Drawing funds from HUD:

Funds for acquisition will be disbursed as wire transfers for real estate closings. Funds for rehabilitation costs will be disbursed as reimbursements. As funds are expended, Community Development staff will enter the activities into the IDIS system and initiate a draw for the full amount.

CDBG Timeliness Test:

Richland County is facing a CDBG Timeliness Test defined below by July 30, 2024 --

-- A CDBG Entitlement grantee, in accordance with the CDBG regulations at 24 CFR 570.02, must have a balance no greater than one and one-half (1.5) times its annual grant remaining in the Line of Credit, 60 days prior to the end of the program year.

As CDBG funds have built up due to COVID-19, program closures and staff turnover, the County must expend and draw from IDIS a total of \$2.3 M in CDBG funds by July 31, 2024. Community Development staff have developed a plan and are working diligently to successfully expend these funds through HUD compliant activities in line with the County's Annual Action Plans. The total expenditures associated with these Rental Acquisition and Rehab projects are a key part of the plan.

The proposed projects and partner agencies allow for the efficient and impactful use of CDBG funds, positions the County meet the Timeliness Test, and invest in a critical-need area of the County -- affordable house.

MOTION OF ORIGIN:

"Ms. Mackey moved to approve the disbursement of CDBG and HOME funds, seconded by Ms. Terracio."

Council Member	The Honorable Jesica Mackey, District 9
Meeting	Regular Session
Date	February 7, 2023

STRATEGIC & GENERATIVE DISCUSSION:

The CDBG Rental Housing Acquisition and Rehab Program was initiated by Community Development following the Substantial Amendments approved by Council in December 2023 to the 2020 and 2021 Annual Action Plans. Following recommendation by County staff, Council approved the reallocation of \$600,000 in CDBG funds to support the program.

These two projects are the first to initiate under this new program. They are both continuations/adjustments to HOME projects previously approved by Council for both SC Uplift and Reconciliation Ministries. Due to staffing challenges with the County's HOME program during 2023, the original projects as approved could not proceed. Community Development staff sought updated projects from the applicants for funding with unused CDBG funds. While the County's HOME Program is undergoing a refresh and is not expected to reopen until Fall 2024, the use of CDBG funds to support these two projects allows for Subrecipients to secure these right-fit properties and for the County to meet expenditure deadlines for the CDBG program.

Both projects have been vetted by County staff to ensure compliance with CDBG/HUD Regulations and compliance with the Action Plans and Consolidated Plan. Project budgets with complete Scopes of Work for the rehabilitation component of each project have all been approved by County staff. Both organizations are in Option to Purchase agreements with Environmental Reviews completed or underway by NEPA-Certified Consultants.

Both partner organizations are equipped to meet the criteria required by the U.S. Department of Housing and Urban Development (HUD) to ensure the properties are maintained at affordable rental housing for LMI families for an affordability period of twenty (20) years. Both organizations are equipped to provide occupancy monitoring, maintenance and landlord services for the units, and annual reporting to the County as required. Occupancy will be handled by each subrecipient.

The two CDBG Rental Acquisition & Rehab Projects are as follows:

PROJECT #1:

Subrecipient: SC Uplift

Award Total: \$255,636.55

Project Description: Acquisition and rehabilitation of single-family detached home built in 1967, 3BR/2BA, 1,200 sf heated and a total 1,604 sf (1967).

Property Address: 7308 Pinedale Drive, Columbia, SC 29223 (District 3)

Occupancy Marketing Plan: Will market the rental opportunity to LMI families already on lists with the Columbia Housing Authority (CHA) and a Special Veterans Program.

PROJECT #2:

Subrecipient: Reconciliation Ministries

Award Total: \$400,000

Project Description: Acquisition and rehabilitation of a Quadraplex resulting in four 2BR/2BA units for rental with three required to be for LMI households; LMI rental as part of his recovery program

Property Address Project #2: 17 Stoopwood Court, Columbia, SC 29210 (District 2 - Pugh)

Occupancy Marketing Plan: Subrecipient will market the rental opportunity as part of their portfolio of rental housing for participants in their already existing recovery program.

**Reconciliation Ministries initially proposed a quadraplex at 121 Beatty Downs Rd. Due to environmental concerns, the applicants selected a different property.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

- Goal 3: Commit to fiscal responsibility.
- Goal 4: Plan for growth through inclusive and equitable infrastructure
 - Objective 4.4: Provide equitable living and housing options
- Goal 5: Achieve positive public engagement
 - Objective 5.1: Champion the organization through public engagement and communication on County wins
 - Objective 5.2: Foster positive public engagement with constituents and create opportunities to allow us to “tell our own story”
 - Objective 5.3: Complete and celebrate projects to create excitement in the community
 - Objective 5.4: Develop a community engagement plan

ADDITIONAL COMMENTS FOR CONSIDERATION:

The projects are part of executing the Substantial Amendment plans that allow for the strategic use of valuable CDBG funds and put them to work helping provide affordable, safe home for LMI renters. These projects as presented help the County to use CDBG funds to meet the #1 Urgent Need identified in the 2022-2026 Five-Year Consolidated Plan, the production of safe, affordable, decent housing. Additionally, these projects allow County staff to expend CDBG funds efficiently and meet a critical HUD Timeliness Test. Further, these plans were developed with a period of public comment and input, so the execution of these plans is an example of citizen voices being heard and making a difference.

ATTACHMENTS:

1. CDBG Subrecipient Agreement Template as approved by the County Attorney's Office
2. CDBG Developer's Agreement Template as approved by the County Attorney's Office
3. SC Uplift Option to Purchase Agreement
4. Reconciliation Ministries Option to Purchase Agreement

**CDBG SUBRECIPIENT AGREEMENT
(In Conjunction with Developers Contract)**

BY AND BETWEEN

RICHLAND COUNTY GOVERNMENT

AND

[SUBRECIPIENT]

THIS SUBRECIPIENT AGREEMENT (hereinafter referred to as the “AGREEMENT”) entered this [] day of [] 2024 by and between the **Richland County Government** (hereinafter referred to as the “GRANTEE”), and **[SUBRECIPIENT]** (hereinafter referred to as the “SUBRECIPIENT”), collectively (the “Parties.”).

WHEREAS, the GRANTEE has applied for and received Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the GRANTEE desires to assist with the development of affordable housing for low- and moderate-income individuals and families in the unincorporated areas of Richland County; and

WHEREAS, the SUBRECIPIENT has a robust affordable rental housing program for low-and moderate-income individuals and families ready for expansion, and the SUBRECIPIENT submitted a proposal and request for CDBG funding for a CDBG eligible PROJECT, which includes acquisition of a property (the “Property”) and rehabilitation of such Property; and

WHEREAS, the SUBRECIPIENT has the experience and capacity to serve as both the SUBRECIPIENT of CDBG funds and the Developer for an affordable housing rehabilitation activity; and

WHEREAS, the GRANTEE wishes to support the expansion of the SUBRECIPIENTS rental housing program with the investment of CDBG funds for property acquisition and housing rehabilitation; and

WHEREAS, this Agreement is being executed in conjunction with a Developers Contract between the Parties;

NOW, THEREFORE, it is agreed between the Parties hereto that;

I) PURPOSE: It is the purpose and intent of this AGREEMENT to enable the GRANTEE to provide CDBG funds to the SUBRECIPIENT for their use to carry out the project described in the Application (Attachment A), hereinafter referred to as the “PROJECT,” which was approved by and will be funded by the Community Development Division of the Grants Department pursuant to the CDBG Grant requirements.

It is understood that the SUBRECIPIENT will use the assistance provided through this AGREEMENT to also fulfill the terms and conditions of the attached Developer’s Contract (Attachment B – hereinafter referred to as the “CONTRACT”)

Under this Agreement, the GRANTEE is still responsible for the overall administration and monitoring of the use of CDBG funds in accordance with program requirements.

II) GENERAL RESPONSIBILITIES OF THE PARTIES:

- A. The SUBRECIPIENT will serve as the Developer of the PROJECT in both acquiring the Property title and developing the Property to meet a CDBG eligible end use. The GRANTEE is responsible for furnishing the SUBRECIPIENT with all necessary information on CDBG and its requirements, including a Restrictive Land Covenant to be filed with the title at the property closing.
- B. The SUBRECIPIENT will develop the Property, in accordance with the Development Budget and Scope of Work as outlined in the CONTRACT, resulting in four (4) rental units for households whose income is at or below 120% of area median income pursuant to the purposes described in 42 U.S.C. 5301(c).
- C. The GRANTEE will conduct a final inspection of the Property to evaluate overall compliance with the general requirements of the CONTRACT.
- D. The SUBRECIPIENT will maintain and monitor the rental properties for an affordability period of fifteen (15) years.
- E. The GRANTEE and/or HUD may monitor all activities of the SUBRECIPIENT to assure compliance with the terms of this Agreement.

III) AWARD

The COUNTY reserved a total of [DOLLAR AMOUNT] (\$) for the SUBRECIPIENT to perform the scope of work described throughout this Agreement and the aforementioned CONTRACT. See Paragraph VIII, Section C.3 below for details regarding disbursement of funds.

IV) DESCRIPTION OF WORK:

The SUBRECIPIENT will be responsible for administering the following activities in a manner satisfactory to the GRANTEE and consistent with any standards and CDBG requirements as a condition of providing these funds.

A) Activity Description

SUBRECIPIENT is requesting a grant of \$_____ to purchase and rehabilitate the quadraplex located at [ADDRESS]. The resulting property will consist of four (4) CDBG-assisted affordable rental units (as defined by HUD) to be incorporated into SUBRECIPIENT'S existing rental support program [PROGRAM NAME] for Low-to-Moderate-Income (LMI) qualified individuals. SUBRECIPIENT will carry out these activities under the terms of the attached CONTRACT. See Addendum "A" for Project Description and Budget Summary which contains a description of the project and the use of the CDBG funds.

B) National Objective

SUBRECIPIENT certifies that the activity is carried out under this Agreement will meet the *L/M Income Housing National Objective* as defined in 24 CFR 570.208 and will provide supportive documentation to verify a selection and monitoring process is in place for occupancy to meet

eligibility requirements for the full fifteen (15) year affordability period. A CDBG-assisted structure containing more than two units must have at least 51% of the units occupied by L/M income households. Low-to-Moderate Income (LMI) LMI thresholds for CDBG projects are set by HUD for Richland County and updated each year. Each project must align with the most recent data available through HUD Exchange.

C) Project Term

This Agreement is made and entered [DATE], and termination of this Agreement will occur automatically upon the expiration of the contract period, which is December 31, 2024. The units must be rented and all CDBG funds must be dispersed and drawn down within this timeframe. The term of this Agreement and the provisions contained herein may be extended to cover any additional time period during which the SUBRECIPIENT remains in control of CDBG funds or other CDBG-assisted assets.

D) Milestones and Performance Measures

SUBRECIPIENT, in close coordination with the COUNTY, shall perform all professional services (WORK) in full compliance with the terms of this AGREEMENT and those of the CONTRACT. The PROJECT is subject to the Federal requirements found in the HOME Investment Partnership Program Final Rule 24 CFR Part 92 Subparts F, G, H.

The SUBRECIPIENT agrees to follow the Project Scope of Work/Requirements and Conditions found in *SECTION V of the CONTRACT*, including the PROJECT milestones and performance measures.

The outcome of this CDBG-assisted PROJECT shall be the creation of four affordable rental units to be added to the SUBRECIPIENT's current rental program with a twenty (20) year Affordability Period established by a Restricted Land Covenant following the guidelines of HOME Investment Partnership Program 92.254 (a)(5)(i) HOME resale provisions.

The SUBRECIPIENT agrees to provide the required accomplishment data and financial reporting information on Program Income for CDBG funding through the annual reporting requirements outlined in Section E below, as well as in *Section VI – General Administration, Part K and Section XI – General Conditions Part 21 in the CONTRACT*.

E) Staffing

The SUBRECIPIENT affirms that their organization has the staffing experience and capacity to meeting *Section XI – General Conditions Part 16 of the CONTRACT* whereas the SUBRECIPIENT is established in the business called for in executing this Agreement, is financially sound, capable, able, and experienced to complete this Agreement and the CONTRACT. SUBRECIPIENT agrees to inform GRANTEE of changes in staffing that might affect their ability to render prompt and satisfactory service in the volume called for under the CONTRACT.

F) Performance Monitoring and Resale Provisions

A fifteen (15) year affordability period will be established using a Restrictive Covenant following the guidelines of HOME Investment Partnership Program 92.254 (a)(5)(i) HOME resale

provisions. SUBRECIPIENT will provide an annual report to GRANTEE for the full affordability period. The SUBRECIPIENT will submit annual performance reports of a form and content prescribed by the GRANTEE. Substandard performance or failure to maintain affordability period as determined by the GRANTEE will constitute non-compliance with this Agreement. If action to correct such non-compliance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the GRANTEE, contract suspension or termination procedures will be initiated. The Repayment/Recapture process established by the guidelines of HOME Investment Partnership Program 92.254 (a)(5)(i) HOME resale provisions will be utilized.

V) BUDGET

The approved budget amount for the project is \$ [REDACTED] from the GRANTEE's 2020 and 2021 CDBG Entitlement allocation. *Section III – Budget Summary of the CONTRACT* contains detailed development costs for the CDBG-assisted PROJECT. SUBRECIPIENT agrees to comply with financial, budget, and budgetary reporting requirements included in *Sections V and XI of the CONTRACT*

BUDGET SUMMARY

	Owner Equity	Other Source of Funds	RC Grant	Total Cost
Acquisition				
Construction				
Professional Fees				
Interim Costs				
Soft Cost				
Operating/Dev Fee				

Detailed Development Cost presented Appendix B of the CONTRACT

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement.

In addition, the GRANTEE may require a more detailed budget breakdown than the one contained herein, and the SUBRECIPIENT shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the GRANTEE. Any amendments to the budget must be approved in writing by both the GRANTEE and the SUBRECIPIENT. Amendments must be requested and executed as outlined below in Paragraph XII and in *Section XI: Paragraph 11* of the CONTRACT.

VI) NOTICES –

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, personal delivery, or sent by email or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this agreement shall be directed to the following representatives:

GRANTEE

Adrienne Jackson, Manager of Housing
Community Development
Richland County Government
Address: 2020 Hampton Street
Columbia, SC 29204
Telephone: (803) 576-2089

SUBRECIPIENT

[name]

[Organization]

Address:

Columbia, SC, 2920?

Telephone #

VII) GENERAL CONDITIONS**A) General Compliance**

The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including the uniform requirements in 570.502 and Subpart K of these regulations, except that (1) the SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Failure to comply with the terms of this Agreement can result in the GRANTEE termination of the AGREEMENT without giving a 30 day notice.

B) Standard and Special Provisions:

The Subrecipient Agreement Standard Provisions (Attachment C) attached to this AGREEMENT are considered to be an integral part of this AGREEMENT and are hereby incorporated by reference herein. These provisions are subject to change from time to time as Federal laws and regulations are promulgated. The Subrecipient will be notified in writing if any changes occur.

C) Independent Contractor

Nothing contained in this AGREEMENT is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the two parties. The SUBRECIPIENT shall at all times remain as an independent contractor with respect to the services to be performed under this AGREEMENT. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the SUBRECIPIENT is an independent contractor.

D) Hold Harmless

The SUBRECIPIENT shall hold harmless, defend and indemnify the GRANTEE from any and all claims, actions, suits, charges and judgments, whatsoever that may arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this AGREEMENT and/or the CONTRACT.

VIII) ADMINISTRATIVE REQUIREMENTS –

A) Financial Management

1. Accounting Standards

The SUBRECIPIENT agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. Payments may be contingent upon verification of the SUBRECIPIENT's financial management system.

2. Cost Principles

The SUBRECIPIENT shall administer its program in conformance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

3. Disbursement of Funds

See Paragraph VIII, Section C.3 below for details regarding disbursement of funds.

B) Documentation and Record-Keeping

1. Recordkeeping and Retention

The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 2 CFR Part 200. In accordance with *Section XI Paragraph 26 of the CONTRACT*, SUBRECIPIENT will maintain sufficient records to enable the COUNTY to determine whether the SUBCRECIPIENT has met the requirements of the AGREEMENT, the CONTRACT, and the requirements set forth in CFR 92.508 Record Keeping. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records determining the eligibility of activities;
- d. Records documenting the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the HOME and CDBG programs;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The SUBRECIPIENT agrees to comply with *Section XI: Paragraph 26 - Recordkeeping of the CONTRACT* including the established retention period described therein.

3. Client Data

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for the SUBRECIPIENT'S rental housing program. Such data shall include, but not be limited to, client name, address, income level, demographics, or other basis for determining eligibility. Such information shall be made available to the GRANTEE's monitors or its designees for review upon request.

4. Disclosure

The SUBRECIPIENT understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the GRANTEE's or SUBRECIPIENT's responsibilities with respect to services provided under this contract, is prohibited by State privacy laws, unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian.

5. Close-Outs

The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. See *Section XI: Paragraph 22 – Documentation and Project Completion of the CONTRACT* for requirements on PROJECT closeout and completion.

6. Audits & Inspections

All SUBRECIPIENT records with respect to any matters covered by this AGREEMENT shall be made available to the GRANTEE, Grantor Agency, their designees or the Federal Government, at any time during normal business hours, as often as the GRANTEE or Grantor Agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt of such report by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this AGREEMENT and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current GRANTEE policy concerning SUBRECIPIENT audits and as applicable, 2 CFR 200.

C) Reporting and Payment Procedures

1. Program Income and CDBG-Assets:

In accordance with *Section XI Paragraphs 21 and 44 of the CONTRACT*, SUBRECIPIENT shall report annually throughout the 15-year affordability period all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this AGREEMENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504.

The SUBRECIPIENT will retain all Program Income for property related expenses including capital improvements, insurance and maintenance, or to further the expansion of SUBRECIPIENT'S affordable housing program.

SUBRECIPIENT agrees with requirements regarding any intent to sell or dispose of property during the affordability period as outlined in *Section IX: Paragraph 21 – Program Income and CDBG Assets of the CONTRACT*.

2. Indirect Costs

If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate share of administrative costs and shall submit such plan to the GRANTEE for approval.

- 3. Disbursement of Funds:** The COUNTY will reimburse the SUBRECIPIENT for PROJECT related expenditures with CDBG funds up to [AWARD]. This amount is based on PROJECT budget submitted with PROJECT proposal. Request for reimbursement must occur every (90) ninety days or less from the start date of this AGREEMENT. Pay requests must include a cover letter detailing services rendered supported by documentation such as inspection reports, invoices, receipts and itemized bills.

In accordance with the aforementioned CONTRACT, SUBRECIPIENT shall be reimbursed actual, necessary, reasonable, and verifiable costs incurred 6 months prior to and after the execution of this AGREEMENT. At no time shall such costs include unabsorbed overhead or anticipatory profit, nor shall such costs exceed the total price of any individual supplement without written approval by the COUNTY.

See *Section XI: Part 42 – Reimbursable Expenses of the CONTRACT* for additional details and requirements for reimbursement of expenses.

4. Progress Reports

The SUBRECIPIENT will provide monthly progress reports to the GRANTEE during the construction and thru the occupancy phase as outlined in *Section V of the CONTRACT*. Thereafter, the SUBRECIPIENT will provide annual reports to the COUNTY throughout the 15-year affordability period as outlined in *Section XI: Parts 21 and 42 of the CONTRACT*.

D) Procurement

1. Section VIII – Procurement Standards

The SUBRECIPIENT shall comply with *Section VIII – Procurement Standards of the CONTRACT*.

2. 2 CFR Part 200

The SUBRECIPIENT shall procure materials in accordance with the requirements of 2 CFR Part 200, Procurement Standards, and shall subsequently follow Property Management Standards, covering utilization and disposal of property.

E) Use And Reversion Of Assets:

The use and disposition of real property and equipment under this AGREEMENT shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. Transfer of Funds -

The SUBRECIPIENT shall transfer to the GRANTEE any CDBG funds on hand and any accounts receivable attributable to the use of funds under this AGREEMENT at the time of expiration, cancellation, or termination.

2. Real Property –

Real property under the SUBRECIPIENT's control that was acquired or improved, in whole or in part, with funds under this AGREEMENT in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 for the full 15-year Affordability Period. If the SUBRECIPIENT fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the SUBRECIPIENT shall pay the GRANTEE an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the GRANTEE. The SUBRECIPIENT may retain real property acquired or improved under this AGREEMENT after the expiration of the fifteen-year Affordability Period.

3. Equipment –

In all cases in which equipment acquired, in whole or in part, with funds under this AGREEMENT is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this AGREEMENT were used to acquire the equipment). Equipment not needed by the SUBRECIPIENT for activities under this AGREEMENT shall be (a) transferred to the GRANTEE for the CDBG program or (b) retained after compensating the GRANTEE an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

4. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part I. In regard to the sale, lease, or transfer of land acquired, cleared, or improved with assistance provided under this AGREEMENT, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the GRANTEE and the United States of America are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

IX) RELOCATION, DISPLACEMENT & ONE-FOR-ONE HOUSING REPLACEMENT –

The SUBRECIPIENT agrees to comply with *Section VI, Paragraph G of the CONTRACT* regarding properties occupied at time of acquisition.

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations

at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The GRANTEE may preempt the optional policies.] The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable GRANTEE ordinances, resolutions, and policies concerning the displacement of persons from their residences.

X) PERSONNEL & PARTICIPANT CONDITIONS –

For all personnel and participant conditions regarding employees, volunteers, subrecipients, and subcontractors of the SUBRECIPIENT, including all current or future beneficiaries or program participants of the CDBG-assisted Activity, SUBRECIPIENT agrees to the following terms and conditions further detailed in the CONTRACT:

1. Civil Rights

a. Compliance - The SUBRECIPIENT agrees to comply with local, state, and federal civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

b. Nondiscrimination The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable. In the selection of occupants for PROJECT units, OWNER shall comply with all non-discrimination requirements of 24 CFR 92.350

c. Land Covenants – See Section VIII, Par. E, part 4 above regarding Covenants.

d. Section 504 - The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this AGREEMENT.

2. Employment Restrictions

a. Prohibited Activity - The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

b. Labor Standards and Davis-Bacon Act - See Part 33 – Labor Standards of the attached *CDBG Agreement Standard Provisions* (Attachment C).

c. “Section 3” Clause - For Housing and Community Development (HCD) financial assistance including CDBG, Section 3 only applies for projects including housing rehabilitation, housing construction, or other public construction. For these triggering activities, Section 3 will only apply if the total amount of HCD assistance exceeds \$200,000. See Part 32 – Section 3 of the attached *CDBG Agreement Standard Provisions* for additional requirements.

3. Subcontracts – In addition to terms and conditions outlined in *Section XI, Paragraphs 37 and 49 of the CONTRACT*, SUBRECIPIENT agrees to the following:

- a. Assignability-** The SUBRECIPIENT shall not assign or transfer any interest in this AGREEMENT without the prior written consent of the GRANTEE thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this AGREEMENT may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE.
- b.Approvals** - The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this AGREEMENT without the written consent of the GRANTEE prior to the execution of such agreement.
- c. Monitoring** - The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- d. Content** –The SUBRECIPIENT shall cause all of the provisions of this AGREEMENT in its entirety to be included in and made a part of any subcontract executed in the performance of this AGREEMENT.
- e. Selection Process -**
The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this AGREEMENT shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

XI) GRANTOR RECOGNITION

The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing funding for this PROJECT. The SUBRECIPIENT will include a reference to the support provided herein in all publications made possible, by funds provided under this AGREEMENT.

XII) AMENDMENTS

The GRANTEE and SUBRECIPIENT may amend this AGREEMENT at any time provided that such amendments make specific reference to this AGREEMENT, and must be executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this AGREEMENT, nor relieve or release the GRANTEE or SUBRECIPIENT from its obligations under this AGREEMENT.

The GRANTEE may, in its discretion, amend this AGREEMENT to conform to Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of activities to be undertaken as part of this AGREEMENT, such modifications will be incorporated only by written amendment signed by both the GRANTEE and SUBRECIPIENT.

XIII) SUSPENSION OR TERMINATION

In addition to terms and conditions outlined in *Section XI, Paragraph 40 – Termination of the CONTRACT*, SUBRECIPIENT agrees to the following:

In accordance with 2 CFR Part 200, the GRANTEE may suspend or terminate this AGREEMENT, in whole or in part, if the SUBRECIPIENT materially fails to comply with any terms of this AGREEMENT, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this AGREEMENT;
3. Ineffective or improper use of funds provided under this AGREEMENT; or
4. Submission by the SUBRECIPIENT to the GRANTEE reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200, this AGREEMENT may also be terminated for convenience by either the GRANTEE or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the GRANTEE determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the GRANTEE may terminate the award in its entirety.

In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by SUBRECIPIENT under this AGREEMENT shall, at the option of the GRANTEE, become the property of the GRANTEE and SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

In the event SUBRECIPIENT fails to comply with the terms of the AGREEMENT, repayment by GRANTEE is required by HUD with a non-federal funding source. If such action is taken by HUD, SUBRECIPIENT will be required to return funds awarded by the AGREEMENT to GRANTEE.

XIV) ENVIRONMENTAL CONDITIONS –

Subrecipient agrees to review and implement the attached Standard Provisions (#'s 34-39) regarding compliance with Air and Water Acts, Historic Properties, Flood Disaster Protection, and Lead-Based Paint to ensure compliance with HUD Environmental Review Procedures (24 CFR, Part 58).

The Community Development Block Grant (CDBG) program requires full compliance with the National Environmental Policy Act (NEPA) of 1969 and related regulations in 24 CFR Part 58. These federal laws mandate that an Environmental Review be completed before any CDBG funds are officially committed or utilized. Further, since CDBG funds have now been requested for your PROJECT, it is advised that any physical work on the project not advance until CDBG funds are secured and the Environmental Review is complete. Continuing work of a physical or constructive nature (i.e. breaking ground, demo prep work, etc.) can be considered a "Choice Limiting Action" by HUD and make the project ineligible for funding with CDBG.

XV) SEVERABILITY –

If any provision of this AGREEMENT is held invalid, the remainder of the AGREEMENT shall not be affected thereby, and all other parts of this AGREEMENT shall nevertheless be in full force and effect.

XVI) SECTION HEADINGS AND SUBHEADINGS –

The section headings and subheadings contained in this AGREEMENT are included for convenience only and shall not limit or otherwise affect the terms of this AGREEMENT.

XVII) WAIVER –

The GRANTEE's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the GRANTEE to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XVIII) ENTIRE AGREEMENT –

This AGREEMENT and the CONTRACT constitute the entire agreement and understanding between the GRANTEE and the SUBRECIPIENT for the use of funds received under this AGREEMENT and the CONTRACT and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the GRANTEE and the SUBRECIPIENT with respect to this AGREEMENT and CONTRACT.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

Richland County, South Carolina

SUBRECIPIENT

By _____
County Administrator

By _____
Title

Date _____

Date _____

Attest _____

DEVELOPERS CONTRACT
BY AND BETWEEN
RICHLAND COUNTY GOVERNMENT
AND
SUBRECIPIENT

THIS AGREEMENT is made and entered into **DATE**, by and between **RICHLAND COUNTY, SC** hereinafter referred to as the **COUNTY**, and **SUBRECIPIENT**, hereinafter referred to as **OWNER**.

WITNESSETH

WHEREAS, the COUNTY is the recipient of Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the COUNTY desires to assist with the development of affordable housing for low- and moderate-income individuals and families in the unincorporated areas of Richland County; and

WHEREAS, the SUBRECIPIENT is a registered 501 (c)(3) with a robust affordable rental housing program for low-and moderate-income individuals and families ready for expansion, and the OWNER submitted a proposal and request for CDBG funding for a CDBG eligible PROJECT;

WHEREAS, the OWNER is awarded CDBG funds to develop decent, safe and affordable housing that is qualified under the provisions of Section 212 of the Cranston-Gonzales Act (42 U.S.C. 12742) as amended by the Housing and Community Development Act of 1992;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms hereinafter stated, the parties hereto understand and agree as follows:

SECTION I– SCOPE OF WORK/CONDITIONS

1. Eligible Use of Funds: CDBG funds provided by the COUNTY to the OWNER are for the development of affordable rental housing. The scope of work includes the acquisition and rehabilitation of a four (4) – unit multifamily housing dwelling (Attachment A). The household income for all occupants of these unit must be 60% (very low) or below the area median income as indicated in the income eligibility table. The OWNER will adhere to the timeline and PROJECT budget submitted with the proposal that details the use of CDBG funds (Attachment B).
2. Location for Use of Funds: CDBG funds provided by the COUNTY to the OWNER are earmarked for a site located at [address] in the [subdivision] neighborhood of [area of county] Richland County, unincorporated Richland County, Council District 10. The OWNER must receive prior written approval from the COUNTY to change the site for development.
3. Project Term: This AGREEMENT is made and entered DATE, and termination of this AGREEMENT will

____/____ Initials

occur automatically upon the expiration of the contract period, which is **December 31, 2024**. The units must be rented and all CDBG funds must be dispersed and drawn down within this timeframe.

4. **Disbursement of Funds:** The COUNTY will reimburse the OWNER for project related expenditures with CDBG funds up to **AMOUNT (\$)**. This amount is based on project budget submitted with project proposal. Request for reimbursement must occur every (90) ninety days or less from the start date of this AGREEMENT. Pay requests must include a cover letter detailing services rendered supported by documentation such as inspection reports, invoices, receipts and itemized bills.

5. **Funding Goals:** The OWNER shall adhere to the scope of work presented to the COUNTY and all costs shall be as stated in the budget (Attachment B – Budget). The CDBG funds should be expended by September 1, 2024. Otherwise the OWNER shall notify the COUNTY in writing of any need for extension, any revisions to scope of work and/or changes to the budget.

The Agreement can be terminated by either party, in writing, within (14) day notice to the other party. At the time of termination the unit must be rented and all CDBG funds awarded must be dispersed and drawn down.

SECTION II -AWARD

The COUNTY reserved a total of **AMOUNT (\$)** for the OWNER to perform the scope of work described throughout this Agreement. By executing this Agreement, the COUNTY agrees to award said amount as a grant to the OWNER. The award is subject to the terms and conditions of this Agreement, applicable laws, regulations and all other Federal and County requirements now or hereafter in effect.

SECTION III - BUDGET SUMMARY

	Owner Equity	Other Source of Funds	RC Grant	Total Cost
Acquisition				
Construction				
Professional Fees				
Interim Costs				
Soft Cost				
Operating/Dev Fee				

Detailed Development Cost presented in Attachment B.

SECTION IV - AFFORDABILITY

OWNER will ensure that CDBG assisted unit complies with HOME Rule 24 CFR 92.252 and 254(a)(5)(i). Each unit must remain affordable for rental occupancy for an affordability period of twenty (15) years. Affordability period will begin at time of initial occupancy.

Affordability Period for Rental Projects		
ACTIVITY	AVERAGE PER-UNIT HOME	MINIMUM AFFORDABILITY PERIOD
Rehabilitation or Acquisition of Existing Housing	<\$15,000	5 years
	\$15,000- \$40,000	10 years
	>\$40,000	15 years
Refinance of Rehabilitation Project	Any dollar amount	15 years
New Construction or Acquisition New Housing	Any dollar amount	20 years

SECTION V-PROJECT SCOPE OF WORK/REQUIREMENTS AND CONDITIONS:

OWNER, in close coordination with the COUNTY, shall perform all professional services (WORK) in full compliance with the terms of this AGREEMENT. The PROJECT is subject to the Federal requirements found in the HOME Investment Partnership Program Final Rule 24 CFR Part 92 Subparts F, G, H.

OWNER of the PROJECT will carry out the WORK necessary to provide decent, safe and sanitary rental housing. The housing units will meet county residential building codes, ordinances and zoning requirements applicable to rehabilitations construction. OWNER will also comply with established mandatory design criteria specified in Attachment J - Special Provisions to guarantee that all major systems meet minimal requirements through the duration of the affordability period.

As a condition of this AGREEMENT the OWNER, to the maximum extent feasible, at least five percent of the CDBG-assisted units must meet the accessibility and usability requirements to accommodate a disabled person that depends on a wheelchair as defined at 24 CFR part 8 in compliance with Section 504 of the Rehabilitation Act of 1973 (implemented at 24 CFR Part 8).

OWNER must complete and receive approval of a site-specific environmental assessment. The owner will identify environmental impacts and adhere to historic preservation as needed and lead based paint requirements found at 24 CFR part 35.

OWNER will obtain all necessary permits, licenses and inspections required by county, state and federal regulations.

OWNER will implement the strategies outlined in the OWNER Marketing Plan submitted with the proposal (ATTACHMENT A) and perform the WORK necessary to affirmatively market each unit for the purpose of attracting persons that meet HUD income eligibility requirements without regard to race, color, national origin, sex, religion, familial status or disability. See Section VI Part F for more details.

OWNER will obtain a copy of the area neighborhood association's By-Laws and the OWNER will adhere to the rules and regulations set forth, including but not limited to, the payment of regime, annual dues or assessment fees.

OWNER will provide monthly progress reports due the 30th of each month as found in Attachment H - Progress Report Form to the COUNTY including budget amendments and narrative during the construction and thru the occupancy phase. Thereafter, the OWNER will provide annual reports to the COUNTY throughout the affordability period.

The aforementioned WORK tasks will be performed in the manner described in the OWNER'S proposal, received by the COUNTY on or before **December 2024** and is incorporated herein by reference (Attachment A). This AGREEMENT will expire on or before **December 31, 2024**, unless a change of date has been approved in writing and signed by both the COUNTY and the OWNER.

The following is a table of expectations by the COUNTY to be completed between **January 1, 2024 and September 30, 2024**. Additional affordability monitoring is also required (see below).

MILESTONES	TARGET DATES
Site Specific Environmental Review & Approval	March 1, 2024
AGREEMENT execution target date	March 25, 2024
Bidding Process	April – May 2024
Contractor selection and construction start.	June 2024
Monthly Progress Reports Begin	April 1, 2024
Complete Rehabilitation	July 31, 2024
Tenant occupancy #1 for each unit	September 30, 2024
Annual Progress Reporting during Affordability Period	January 2025- thru 2045

SECTION VI - GENERAL ADMINISTRATION

OWNER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following: CDBG PROJECT funds will not be advanced, and no costs can be expended until the OWNER completes a site specific environmental assessment and review for each site as required under 24 CFR Part 58. The OWNER will adhere to the conditions of the Environmental Assessment to be provided to the COUNTY prior to The Work. and the OWNER will submit a report to include mitigation actions taken and/ or details of PROJECT modifications if so required.

- A. OWNER must comply with 24 CFR Part 92.206 and ensure that all expenditures are spent in compliance with the requirements at 24 CFR 92.206 Eligible PROJECT Cost, associated with the rehabilitation of the multi-family unit at [address].
- B. OWNER shall be reimbursed actual, necessary, reasonable, and verifiable costs incurred 6 months prior to and after the execution of this AGREEMENT. At no time shall such costs include unabsorbed overhead or anticipatory profit, nor shall such costs exceed the total price of any individual supplement without written approval by the COUNTY.
- C. OWNER must adhere to Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35. The OWNER will procure a Lead Based Paint (LBP) assessment of units constructed prior to 1978 to determine the presence of LBP. Where LBP is found, the OWNER must abate before repair work begins.
- D. This PROJECT is subject to HOME rental regulations found at 24 CFR Part 92 Subpart F - PROJECT Requirements. The OWNER will target families whose income is 60% (very low) or below area median income. Monthly rents and utilities should not exceed 30% of annual gross household income.

Public Housing Authority utility allowance calculations must be used for tenants with Section 8 Rental Assistance and OWNER must verify average utility cost before rent amount is determined.

OWNER will take steps to maintain compliance with HOME rent and occupancy requirements should a tenant's income increase above 80% of the area median income. Terms of rent adjustments must be clearly stated within the lease AGREEMENT.

2023 HOME PROGRAM RENT LIMITS Columbia, SC HUD Metro FMR Area

Program	Efficiency	1BR	2BR	3BR	4BR	5BR	6 BR
Low HOME Rent Limits	\$735	\$787	\$945	\$1091	\$1217	\$1343	\$1468
High HOME Rents	\$935	\$996	\$1125	\$1385	\$1525	\$1664	\$1803
Fair Market Rent	\$944	\$996	\$1125	\$1442	\$1724	\$1983	\$2241

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- E. The OWNER will ensure that the occupant of the CDBG-assisted unit is CDBG and HOME income eligible. OWNER will certify family size and annual household income by examining at least 3 months income sources (e.g., written wage statements, interest statements and unemployment compensation statements, child support statements) for the household. The OWNER will maintain a record of beneficiary information pertaining to size, racial characteristics, and the presence of female head of household in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD Income Guideline Under the HOME Program specified in Attachment C and Attachment F - HOME Final Rule.

2023 HOME INCOME LIMITS

Columbia, SC MSA (Richland County)

Income Threshold by Household Size	1	2	3	4	5	6	7	8
30% Limits	\$17,650	\$20,150	\$22,650	\$25,150	\$27,200	\$29,200	\$31,200	\$33,200
50% Limits	\$29,400	\$33,600	\$37,800	\$41,950	\$45,350	\$48,700	\$52,050	\$55,400
60% Limits	\$35,280	\$40,320	\$45,360	\$50,340	\$54,420	\$58,440	\$62,460	\$66,480
80% Limit	\$47,000	\$53,700	\$60,400	\$67,100	\$72,500	\$77,850	\$83,250	\$88,600

- F. In the selection of occupants for PROJECT units, OWNER shall comply with all non-discrimination requirements of 24 CFR 92.350. As this project does not create five or more CDBG-assisted units, the Affirmative Marketing requirements of 24 CFR 92.351 do not apply. Instead, the occupants of the CDBG-assisted units will be limited to income-eligible participants in OWNER's recovery program as detailed in Proposal. OWNER will incorporate Affirmative Marketing measures to provide equal access to the affordable rental housing to the fullest extent possible.
- G. Properties that are occupied at time of acquisition or leading up to the acquisition are eligible for purchase under this AGREEMENT only when:
- OWNER has an established plan for compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act or URA), 49 CFR Part 24, and HUD's Handbook 1378.
 - OWNER notifies tenant in writing 30 days before closing of ownership change.
 - OWNER will verify that the occupants of all CDBG-assisted units are HOME income eligible.
 - OWNER will ensure at least 51% of CDBG-assisted units are occupied by HOME income eligible households at all times.
 - If at the time of acquisition, less than 51% of units are able to be occupied by income eligible households after rehabilitation, then OWNER will provide relocation advisory services to any income ineligible displaced tenants, provide a minimum of 90 days written notice to vacate, reimburse for moving expenses, and provide payments for the added cost of renting comparable replacement housing.
 - Should the rehabilitation or minor repairs of an occupied unit require the temporary displacement of the income eligible household, OWNER will provide comparable temporary housing and reimburse for any storage expenses incurred during displacement.
- H. OWNER will execute a written lease with all tenants for a period not less than one year unless by mutual AGREEMENT between the tenant and the OWNER for a shorter period. The lease may not contain any provision that release the OWNER of responsibility for the unit or cause a burden to the tenant including but not limited to:
- AGREEMENT by the tenant to be sued, to admit guilt or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
 - AGREEMENT by the tenant that the OWNER may take, hold, or sell personal property of household

____/____ Initials

members without notice to the tenant;

- AGREEMENT by the tenant not to hold the OWNER responsible for any action or failure to act, whether intentional or negligent;
- AGREEMENT by the tenant to pay legal costs; and
- An OWNER may not terminate the tenancy or refuse to renew the lease except for serious or repeat violation of the terms and conditions of the lease.

- I. OWNER shall assure compliance with 24 CFR 92.251 as it relates to Property Standards, Housing Quality Standards (HQS) and Fair Housing standards under 24 CFR 92.251(a)(3) as applicable. To the maximum extent feasible, at least five percent of the CDBG-assisted units must meet handicap livability requirement serving at least one or more disabilities (24 CFR Part 8 which implements Section 504 of the Rehabilitation Act of 1973).
- J. The OWNER agrees to establish restrictions that safeguard the appearance of the structure and parcel of land associated with the unit. Annual onsite inspections are required by the OWNER. The COUNTY will also perform periodic onsite inspections throughout construction and during the affordability period.
- K. The COUNTY will monitor OWNER for compliance with 24 CFR 92 HOME Investment Partnership Program and all of its parts for the duration of the 15-year affordability period. OWNER will maintain records, provide reports annually and shall provide access to PROJECT files as requested by the COUNTY for a minimum of 10 years.

SECTION VII – NON-PROFIT PROVISIONS

OWNER will maintain 501 (c)(3) Non-Profit status in good standing for the term of this PROJECT AGREEMENT and through the affordability period. OWNER agrees to provide information annually as requested by the COUNTY to document its continued compliance including but not limited to an annual board roster and certification of income for each member of the board.

SECTION VIII - PROCUREMENT STANDARDS

- A. OWNER will establish procurement procedures that ensure to the greatest extent possible fair and equitable employment and economic development opportunities generated by this AGREEMENT are directed toward low and very low-income persons. Advertisements and bid documents must include a HUD Section 3 clause specified in Attachment E - Section 3) as these requirements transfer to subcontractors.
- B. OWNER'S procurement procedure must include procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this AGREEMENT, OWNER shall comply at a minimum with the non-profit procurement standards at OMB Circular A-110 as implemented through 24 CFR 84.40 - 48.
- C. OWNER will seek competitive bids, use written AGREEMENTs clearly detailing the WORK to be completed; keep records of all transactions and maintain a quality assurance system for goods and services expected.
- D. OWNER will make and document every attempt to contract where feasible with small and minority firms and eligible Minority Business Enterprise and Labor Surplus areas. Section 3 Business list can be found under Attachment E

SECTION IX - CONFLICT OF INTEREST

OWNER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. OWNER further warrants

and covenants that in the performance of this contract, no person having such interest shall be employed.

CDBG conflict of interest provisions, as stated in 24 CFR 92.356, apply to the award of any contracts under the AGREEMENT and the selection of tenant households to occupy CDBG-assisted units. No employee, agent, consultant, elected official, or appointed official of OWNER may obtain a financial interest or unit benefits from a CDBG-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes any interest in any contract, subcontract or AGREEMENT with respect to this CDBG- assisted PROJECT or program administered by OWNER or the proceeds herein.

This prohibition does not apply to an employee or agent of OWNER who occupies a CDBG-assisted unit as the on-site PROJECT manager or maintenance worker. In addition, no member of the COUNTY, the United States Congress, official or employee of HUD shall be permitted to receive or share any financial or unit benefits arising from the CDBG-assisted PROJECT or program. Prior to the implementation of the CDBG-assisted activity, OWNER may request exceptions to stated provisions in writing. OWNER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the CDBG assistance. The COUNTY may grant exceptions by request as permitted by 24 CFR Part 92.356, 24 CFR Part 85.36, and as applicable.

SECTION X - LABOR, TRAINING & BUSINESS OPPORTUNITY

OWNER agrees to comply with the federal regulations that govern training, employment and business opportunities as follows:

- A. It is agreed that the WORK performed under this AGREEMENT is a PROJECT assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 U, as well as any and all applicable amendments thereto. HUD Section 3 specified in Attachment E - Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low-to moderate-income residents of the PROJECT area and those contracts for WORK in connection with the PROJECT be awarded to business concerns which are located in, or owned in substantial part by persons residing in the PROJECT area.
- B. OWNER shall voluntarily comply with the provisions of HUD Section 3 regulations issued by the Secretary of Housing and Urban Development and stated in 24 Code of Federal Regulations including all applicable rules, orders and amendments prior to the execution of this AGREEMENT and during the term of this contract, when and where possible during the construction phase. OWNER certifies and agrees that it is under no contractual or other obligation, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.
- C. OWNER will include HUD Section 3 and Minority Business Enterprise provisions in all advertisements and written bid requests and in every subcontract for work in connection with the PROJECT and will, at the direction of the COUNTY, take appropriate action upon a finding that a subcontractor has misrepresented itself in violation of Federal regulations. OWNER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 Code of Federal Regulations and will not contract with a subcontractor without receipt of a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.
- D. Compliance with the provisions of HUD Section 3 specified in Attachment E - Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the COUNTY and HUD issued prior to the execution of the AGREEMENT, shall be a condition precedent to federal financial assistance being provided to the PROJECT, as well as a continuing condition, binding upon the applicant or recipient for such assistance, it

successors, and assigns. Failure to fulfill these requirements shall subject OWNER and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

SECTION XI - GENERAL CONDITIONS

1. All notices or other communication which shall or may be given pursuant to this AGREEMENT shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

Richland County Government
Community Development
2020 Hampton Street, Suite 3063
Columbia, SC 29204
Contact: Adrienne Jackson, Housing Manager
(803) 576-2089X

ORGANIZATION ADDRESS

Contact: XXXXX

(803) XXXXX

2. Title and paragraph headings are convenient reference and are not a part of this AGREEMENT.
3. In the event of conflict between the terms of this AGREEMENT and any terms or conditions contained in any attached documents, the terms in this AGREEMENT shall rule. No waiver or breach of any provision of this AGREEMENT shall constitute a waiver of a subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing.
4. OWNER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the agency of Labor Regulations (29 CFR Part 3) as amended.
5. OWNER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as well as the Labor Regulations found at 29 CFR, Part 5 as amended.
6. OWNER further warrants and agrees to include or cause to be included, the criteria and requirements of paragraphs (D) and (E) of sections 103 and 107 of the Contract Work Hours and Safety Standard Act in every nonexempt subcontract. OWNER also agrees to take such action as the federal, state, or local government may direct to enforce aforesaid provisions.
7. The AGREEMENT shall be binding upon the parties hereto, their heirs, and executors, legal representative, successors and assigns.
8. OWNER and its employees and agents shall be deemed as independent contractors, and not agents or employees of the COUNTY, and shall not attain any rights or benefits under the civil service or pension ordinances of the COUNTY, or any rights generally afforded classified or unclassified employees. Further, they shall not be deemed entitled to compensation benefits as an employee of the COUNTY.
9. Funding for this AGREEMENT is contingent on the availability of funds and continued authorization for program

activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations, proposed PROJECT and/or budget commitments.

10. No official or employee of the COUNTY shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative AGREEMENT, claim, controversy, or other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which she/he is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/ she is negotiating or has any arrangement concerning prospective employment, has a financial interest.
11. AMENDMENTS: All amendments to and interpretations of this AGREEMENT shall be in writing. Any amendment or interpretations that are not in writing shall not legally bind the COUNTY and or its agents. The OWNER is responsible for acknowledgement of receipt of amendments either by signing and returning one (1) copy of the amendment or by letter.
12. ASSIGNMENT OF AGREEMENT: The OWNER is not authorized to assign, sublet, or transfer any portion of this AGREEMENT without prior written consent of the COUNTY.
13. CHANGES: OWNER is not authorized to make PROJECT changes without prior written permission from the COUNTY. The COUNTY will not compensate OWNER for any work or service provided that has not been approved in writing.

The OWNER has the option to convert a rental unit to a homeownership unit by selling a unit to the existing tenant in accordance with the requirements of 24 CFR 92.255 - Converting rental units to homeownership units for existing tenants. However, the OWNER cannot make ownership a condition of the lease AGREEMENT.

If no additional CDBG funds are used to enable a tenant to become a homeowner, the homeownership unit is subject to the remaining affordability period as if the units continued as rental units. If additional HOME or CDBG funds are used to directly assist a tenant to become a homeowner, the period is based on the amount of direct assistance as stated under §24 CFR 92.255. OWNER must use CDBG proceeds from a sale to pay any outstanding loan balance associated with this AGREEMENT. Any remaining proceeds from the sale of unit should be kept by the OWNER and must be used for CDBG or HOME eligible activities.

OWNER guarantees tenants interested in homeownership will receive homebuyer counsel related to livability, credit repair, asset management, and property maintenance. The OWNER must document the buyer's receipt of homebuyer services.

The OWNER will document the homebuyer's knowledge of the HOME affordability and resale requirements prior to purchase/ occupancy. An income eligible homebuyer must be made aware and agree to the Federal requirements.

- a) Occupancy: The home will be occupied as the principle residence of the homebuyer and the buyer/occupant annual gross household income will not exceed 80% of the median income for the area at time of occupancy.
 - b) Purchase Price: The OWNER will ensure that the purchase price not exceed 95% of the median purchase price for the area (CFR 92.254 (a)(2))
 - c) Resale: If during the affordability period the homebuyer decides to move or sell the unit, the homebuyer must agree to sell the unit to an income eligible buyer who plans to occupy the unit as their principle residence (92.254 (a)(5)).
14. COMPLETE DOCUMENTS: Plans, specifications, and all supplementary documents are essential parts of this AGREEMENT and requirements occurring in one are as binding as though occurring in all.

15. **CONTRACT ADMINISTRATION:** The Contracting Officer shall have the authority to act on behalf of the COUNTY to make binding decisions with respect to this AGREEMENT. Questions or problems arising after award of this contract shall be directed to the Director of the Community Development Department, 2020 Hampton Street, Suite 3063, Columbia, South Carolina 29204. The initial term of this contract shall be twelve months (12). In addition, this PROJECT is subject to ongoing compliance requirements of CDBG and HOME through the affordability period of 15 years. OWNER will assure continued compliance with CDBG requirements. Timely completion of the WORK specified in this AGREEMENT is an integral and essential part of performance. The expenditure of CDBG funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this AGREEMENT, it is understood and agreed by OWNER that the PROJECT will be completed as expeditiously as possible and that the OWNER will make every effort to ensure that the PROJECT will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the revocation of CDBG funds.

OWNER shall cause appropriate provisions to be inserted in all contracts relative to the WORK tasks required by this AGREEMENT, in order to ensure that the PROJECT will be completed according to the timetable set forth. It is intended that such provisions inserted in all subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the COUNTY and enforceable by the COUNTY against OWNER and its successors and assigns to the PROJECT or any part thereof or any interest therein.

In the event OWNER is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the COUNTY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by OWNER, the COUNTY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the OWNER to notify the COUNTY within five business days of knowing that a delay is anticipated or experienced, and to inform the COUNTY of all facts and details related to the delay.

16. **OWNER'S QUALIFICATIONS:** OWNER must be regularly established in the business called for, and executing this AGREEMENT certifies that the OWNER is physically and financially sound, capable and responsible having the ability and experience through supervised personnel to complete this contract. OWNER certifies that they are able to render prompt and satisfactory service in the volume called for under this AGREEMENT.

COUNTY can make such investigation, as necessary to determine the ability of the OWNER to perform the WORK. The OWNER shall furnish to the COUNTY all such information and data as the COUNTY may request, including, if requested, a detailed list of the equipment which the OWNER proposes to use, and a detailed description of the method and program of the WORK he proposes to follow. The COUNTY reserves the right to terminate, if at any time throughout the term of this AGREEMENT the OWNER fails to meet all requirements or fails to carry out the obligations of the AGREEMENT and to complete the WORK agreed on therein.

17. **OWNER'S RESPONSIBILITY:** The OWNER certifies that it has fully acquainted himself/herself with conditions relating to the scope, and restrictions attending the execution of the WORK under the conditions of this AGREEMENT. Failure or omission of OWNER to acquaint himself /herself with existing conditions shall in no way relieve the OWNER of any obligation with respect to this AGREEMENT.

18. **COUNTY'S RESPONSIBILITY:** The COUNTY shall furnish OWNER with the following services and information from existing COUNTY records and COUNTY files:

- The COUNTY will provide information regarding its requirements for the PROJECT.
- The COUNTY will provide any changes in CDBG or HOME regulations or program limits that affect the PROJECT,

including but not limited to income limits, property value limits and rent limits.

- The COUNTY will conduct progress site inspections of WORK completed to protect its interests as funder/lender and regulatory authority for the PROJECT, and will provide information regarding any progress inspections or monitoring to assist it in ensuring compliance.
- The COUNTY will review and approve the WORK that will relate only to overall compliance with the general requirements of this AGREEMENT, CDBG and HOME regulations, and all COUNTY regulations and ordinances.
- The COUNTY will make available the most current County wide environmental, Annual Action Plan and Consolidated Plan.
- The County **will** execute a Loan Agreement /Restrictive Covenants at the close of this AGREEMENT as the means of enforcing affordable housing requirements and compliance with the terms of this AGREEMENT.
- Nothing contained herein shall relieve the OWNER of any responsibility as provided under this AGREEMENT.

19. COVENANTS AGAINST CONTINGENT FEES: The OWNER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an AGREEMENT or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the OWNER for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
20. NONCOMPLIANCE AND RECAPTURE: In case of non-compliance with this AGREEMENT or dissolution of business, the COUNTY reserves the right to recapture its investment by taking ownership of properties and collection of all rent payments made during the affordability period charging OWNER with any excessive costs. Should such charges be assessed, no subsequent proposals of the defaulting OWNER shall be considered until the assessed charges have been satisfied.
21. PROGRAM INCOME and CDBG-ASSETS: Proceeds generated from rents will be recorded and use of funds documented. A financial report will be provided to the COUNTY annually throughout the affordability period. **The OWNER must notify the COUNTY of intent to sell or dispose of property during the affordability period. The OWNER must assure that the price at resale provides a fair return on investment (including capital improvements). If the property is sold during the affordability period, the OWNER will work with the COUNTY to ensure CDBG proceeds are used for CDBG-eligible affordable housing development. If this is not possible, sale proceeds will be returned to the COUNTY as CDBG Program Income.**
22. DOCUMENTATION AND PROJECT COMPLETION: Upon completion of the PROJECT, OWNER shall furnish, at no extra charge all closeout documentation including:

Occupancy Completion Report approved, in writing, by COUNTY'S Contracting Officer and Contracting Officer's Representative specified in Attachment G, Occupancy Completion Form;
Copies of warranties, insurance, building permits, inspection reports and/or guarantees;
Final affidavit or release and waiver of all liens from subcontractors;
Consent of Surety for final payment;
Minority Reports;
Project-related designs, materials and/or training plan specified in Attachment J - Special Provisions);
Documentation of technical support received or scheduled, when appropriate;
Statement of Project final completion and acceptance;

Copies of restrictive covenants, lease AGREEMENTs and change of occupancy process and procedures
Notice of Occupancy; and
All required deliverables

The COUNTY will recognize each PROJECT as complete only upon written confirmation.

COUNTY will assess PROJECT completeness using contemporary best (practical) professional practices and evaluation criteria.

23. DRUG FREE WORKPLACE ACT: It is the intent of The COUNTY to comply with the requirements set forth in Title 44, Code of laws of South Carolina, 1976, Chapter 107, which shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. OWNER shall be required to execute a statement in all solicitations certifying that it understands and is in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in rejection of an offer.
24. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this contract, OWNER agrees as follows:
- OWNER will not discriminate against any employee or applicant for employment based on race, color, religion, sex, disability or national origin(s). Employees will receive fair and equal treatment and will be given equal opportunity for promotions, transfers, training opportunities, rates of pay or other forms of compensation. OWNER agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the contracting officer of the COUNTY setting forth the provisions of this nondiscrimination clause.
 - OWNER will, in all solicitation or advertisements for employees placed by or on behalf of OWNER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin(s).
 - OWNER will send to each labor union or representative of workers with which he has a collective bargaining AGREEMENT or other contract or understanding, a notice to be provided by the director of Community Development, advising the labor union or workers' representative of OWNER commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 specified in Attachment D - Section 202 of Executive Order No. 11246), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - OWNER will comply with all provisions of Executive Order 11246 of September 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.
 - OWNER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereof, and will permit access to its books, records, and accounts by the COUNTY and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations, and order.
25. EXAMINATION OF RECORDS: The Administrator of the COUNTY or his duly authorized representative(s), and/or duly authorized representative from Community Development Office during the affordability period of 15 years, shall have access to records involving the rental, sale and all transactions related to this AGREEMENT.

If required, OWNER will provide the COUNTY with a certified audit of its records representing the Fiscal Year during which the PROJECT becomes complete whenever the amount listed in SECTION VII is at or exceeds \$300,000, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the COUNTY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, or records of OWNER or its subcontractors which are directly related as a result of this AGREEMENT for the purpose of making audit, examination, excerpts, and transcriptions.

26. **RECORDKEEPING:** OWNER will maintain sufficient records to enable the COUNTY to determine whether the OWNER has met the requirement of this contract and the requirements set forth in CFR 92.508 Record Keeping. At a minimum the following records should be retained for the most recent five-year period until five years after the affordability period.
- a. Records concerning 501 (c)(3) designation, qualifications, board membership information.
 - b. Buyer files/beneficiary information including documentation of household size, income eligibility documentation, rent and utility allowance calculations, affordability including leases for assisted units, property inspections, deed restrictions, re-examination of tenant income through a statement and certification, PROJECT rents and HOME recapture/resale restriction.
 - c. PROJECT information such as plans, specifications, location, # of units, property standards, purchase price and documentation of fair market value.
 - d. Financial records related to CDBG proceeds budget control and evidence of periodic account reconciliations (deposits, disbursements, balances), income and expenditures, repayments and recapture.
 - e. Equal opportunity, fair housing and affirmative marketing procedures or documentation thereof.
 - f. Contracts, sub-contracts, licenses, permits, variances, certificates, insurance and bonds
 - g. Records showing that housing meets Section 504 criteria, the affordability requirements for not less than the applicable affordability period.
 - h. Records concerning property inspections, maintenance schedules and capital improvements.
27. **FORCE MAJEURE:** The OWNER shall not be liable for any excess costs if failure to perform arises from cause beyond the control and without the fault or negligence of the OWNER. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of the OWNER and without fault or negligence of neither of them. The OWNER shall not be liable for any excess costs for failure to perform, unless supplies or services to be furnished by the sub Owner were obtainable from other sources in sufficient time to permit the OWNER to meet the required delivery schedule.
28. **GOVERNING LAWS/DISPUTES:** Notwithstanding any other provision of this AGREEMENT, any dispute concerning any question of fact or law arising under this AGREEMENT that is not disposed of by AGREEMENT between OWNER and the COUNTY shall be decided by a court of competent jurisdiction of the County of Richland in the State of South Carolina, in accordance with the laws of South Carolina.
29. **GUARANTEE:** OWNER shall guarantee all workmanship and materials utilized in the construction through the period of affordability. When defects of craftsmanship and faulty material are discovered during the guaranteed period, the OWNER shall, immediately, upon notification by the COUNTY, proceed at his own expense, to repair or replace the same, together with any damage to all the finished equipment, furnishings and property that may have been damaged as a result of the defective equipment or workmanship.
30. **IMPROPER INFLUENCE:** Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the Contracting Officer is hereby prohibited. Violation of this provision may result in suspension or debarment.

Aggrieved OWNER is encouraged to use the COUNTY policy on any matter related to this contract.

31. **HOLD HARMLESS:** The OWNER shall hold harmless, defend and indemnify the County from and against any and all claims, actions, damages, fees, fines, penalties, costs, suits or liability of any kind, including, without limitation, reasonable attorneys' fees and court costs resulting, directly or indirectly, in whole or in part, from any act, error, omission or default of OWNER's or its subcontractor's performance or failure to perform under the terms of this AGREEMENT.
32. **INSURANCE.** During the term of the contract the builder shall be required to purchase and maintain at its sole expense as a minimum the limits and types of insurance listed below, together with the coverage provisions and endorsements as indicated.
- **Worker's Compensation and Employer's Liability.** OWNER shall maintain worker's compensation and employer's liability insurance in accordance with the laws of the State of South Carolina. "Other States" coverage is not sufficient. Employer's Liability limits shall not be less than \$500,000 each accident /\$500,000 each disease /\$500,000 policy limit. The policy shall contain a waiver of subrogation in favor of Richland County, its officials, employees, agents, temporary, and leased workers and volunteers.
 - **Commercial General Liability.** OWNER or Subcontractor shall maintain a commercial general liability insurance policy on an occurrence basis with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, property damage and personal injury. Richland County, its officials, employees, agents, temporary and leased employees and volunteers shall be endorsed as additional insureds with no special limitations on their additional insured coverage.
 - **Professional Liability Insurance.** Prior to commencing work and at all times, any party having design responsibility shall be covered under a professional liability insurance policy, which may be on a claims-made basis. It shall clearly state any retroactive coverage date, have a \$1,000,000 limit for each act, error or omission, have a \$1,000,000 aggregate, and have a \$1,000,000 limit for completed operations extending at least two years beyond completion of the project as minimum coverage.
 - **Auto Liability.** OWNER or Subcontractor shall maintain business auto coverage for bodily injury and property damage for owned/leased, non-owned, and hired vehicles with a combined single minimum limit of \$1,000,000 per occurrence. Physical damage is at the option of OWNER.
 - **Builder's Risk.** The builder shall maintain a builder's "all risk" or equivalent policy insuring the project on the initial AGREEMENT price plus the value of subsequent contract modifications and cost of materials supplied or installed by others, insuring the total value for the entire project at the site on a replacement cost basis.
 - **Other Policy Terms.** The following requirements apply to all the insurance policies:
 - A. Each policy shall be written by insurers admitted to do business in South Carolina.
 - B. Each insurer shall have a Best rating of A, VII or higher.
 - C. All deductibles and retentions for the policies are to be paid by the builder.
 - D. OWNER shall provide the COUNTY thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage, or any other material policy change
 - **Cancellation, Non-renewal, Reduction in Coverage and Nonpayment of Premium.** Any party required to provide insurance under this contract shall provide and shall request each insurer to provide the Community Development with a minimum of 30 (thirty) days prior written notice of any cancellation, non-

renewal, reduction in coverage or any other material change in the required policies, except that a notice of 10 (ten) days is acceptable for cancelation by an insurer due nonpayment of premium.

- Certificates of Insurance. OWNER shall furnish the COUNTY at the below address with certified copies of certificates of insurance within five (5) calendar days of date of the notice to proceed. Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202. Richland County Government shall be named on the policies as certificate holder.

Certificates shall state the insurance applies to work performed by or behalf of CONTRACTOR. Certificates shall state any retention and identify insurers.

- Subcontractors: OWNER must require these same insurance provisions of its Subcontractors, if any, or insure its Subcontractors under its own policies. Failure of OWNER or its subcontractors to maintain insurance coverage shall not relieve OWNER of its contractual obligation or responsibility hereunder.

The OWNER shall have insurance with the limits and conditions provided for in Attachment D, which is incorporated by reference into the AGREEMENT.

In addition to the insurance coverages required in Attachment D, the OWNER may be required to present evidence of Environmental Insurance for the removal, handling and disposition of asbestos, lead-based paints, and other hazardous material, whenever containment is required for their removal, handling and disposition in a Rehabilitation project.

33. LICENSES, PERMITS AND CERTIFICATES: The OWNER at their own expense, shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the WORK to be performed under the provisions of this AGREEMENT.
34. NON-APPROPRIATIONS: Any contract entered into by the OWNER resulting from this AGREEMENT shall be subject to cancellation by the COUNTY without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
35. COUNTY FURNISHED DATA: All data and materials, negatives, adiposities, aero triangulation data, terrain and elevation models, control photographs, engineering data, maps, plans, specifications, drawings, or other COUNTY furnished property shall remain the exclusive property of COUNTY. OWNER agrees by executing this AGREEMENT that such COUNTY property will be used for no purpose other than for work for COUNTY under this AGREEMENT. OWNER shall sign and deliver written itemized receipts for all such property and shall be responsible for its safekeeping. Upon conclusion of the WORK/services rendered hereunder, all such property shall be returned to the COUNTY in the condition it was received, taking into consideration normal wear and tare that is to be expected with the material in use as appropriate.
36. COUNTY'S RIGHTS OF OWNERSHIP: Except for OWNER'S proprietary software and materials and the proprietary Operating System Software, all original data, spatial data, spatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the COUNTY pursuant to any AGREEMENT shall belong to the COUNTY. OWNER shall not sell, give, loan nor in any other way provide such data, material or software as described herein to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the COUNTY under this AGREEMENT, without the written consent of the Contracting Officer. Any external requests to procure these data or materials must be forwarded to the COUNTY.

37. SUBCONTRACTS: OWNER hereto, without the expressed written consent of the Contracting Officer, shall not assign any obligation under this AGREEMENT to another party. If any part of the WORK covered by the AGREEMENT is to be subcontracted, the OWNER shall submit the qualifications of the subcontracting organization and the proposed contractual arrangements to the COUNTY for approval prior to execution of the contract. The approved OWNER contractual AGREEMENT, excluding financial information, shall be provided to the COUNTY. Approval by the COUNTY of such subcontract shall not in any way relieve the OWNER of any of their obligations, responsibilities,
- or liabilities, under this AGREEMENT, regardless of the nature and conditions of such subcontractor services and actions on OWNER'S behalf.
38. PROHIBITION OF GRATUITIES: Amended Section 8-13-720 of the 1976 Code of Laws of South Carolina states:
- "WHOEVER gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion, or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grandparent or relative from making a gift to a child, grandchild or other close relative for love and affection except as hereinafter provided."
39. PROJECT ORGANIZATION: It is expected that OWNER will be dealing with various members of the COUNTY'S staff during the course of this AGREEMENT. To establish a clear line of communications, the Community Development Coordinator shall be the PROJECT Manager, and shall be appointed to oversee and coordinate all aspects of the WORK. He/ she shall be the focal point of contact with the OWNER.
40. PROPRIETARY INFORMATION: The OWNER shall visibly mark as "Confidential" each part of their proposals which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designate!1 as "Confidential," there must be attached to that part an explanation of how the information fits within one or more categories listed in Section 30-4-40.
41. PUBLICITY RELEASES: OWNER agrees not to refer to award of this contract in commercial advertising in such manner as to state or to imply that the products or services provided are endorsed or preferred by the COUNTY.
42. REIMBURSABLE EXPENSES: PROJECT expenses shall be paid based on original invoices for actual expenses incurred or paid. OWNER must submit request for payment using form provided specified in Attachment **H** - Project Reimbursement Form. Documentation of eligible expenses is required in compliance with 24 CFR 92.206 Eligible PROJECT Costs, necessary for **HUD** - IDIS disbursement requirements. All PROJECT expenses shall be in conformance with the approved PROJECT budget (Attachment B) and summarized within this AGREEMENT. Budget revisions and approval shall be required prior to payment of any expenses not conforming to the approved PROJECT budget. The OWNER must allow thirty business days to complete each reimbursement transaction.

The COUNTY reserves the right to inspect records and PROJECT sites to determine that reimbursement and compensation requests are reasonable. The COUNTY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

Before the PROJECT can be closed the OWNER must submit the Occupancy Completion Form specified in (Attachment

G - Occupancy Completion Form) at a time when the WORK has been completed and 100% occupancy is reached. The COUNTY must determine that all services have been rendered, files and documentation delivered, and units have been placed in full service in compliance with HOME regulations, including submission of documentation of eligible occupant.

The COUNTY shall have the right to review and audit all records of OWNER pertaining to any payment made by the COUNTY. Said records shall be maintained for a period of five years from completion.

43. REPAYMENT OF FUNDS: All CDBG funds are subject to repayment. It is understood that upon completion of the PROJECT, any CDBG funds reserved but not expended under this AGREEMENT will revert to the COUNTY through the COUNTY.

Funds must be repaid to the COUNTY if the housing does not meet the affordability requirements for the specified time period.

44. CDBG proceeds: The OWNER will retain CDBG rent proceeds for property related expenses including capital improvements, insurance and maintenance. (Attachment K)

45. REPORTING RESPONSIBILITIES: OWNER agrees to submit annual reports (inspection, proceeds, occupancy) no later than December 15th each year during the 15-year affordability period.

46. SEVERABILITY: If any term of provision of any contract resulting from this solicitation shall be found to be illegal or enforceable, notwithstanding any such legality or enforceability, the remainder of said contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

47. STATEMENT OF COMPLIANCES AND ASSURANCES: OWNER(s) to be eligible for consideration shall be required to certify in writing, that the firm or agency represented in the proposal submitted, complies with all applicable federal and state laws/regulations and COUNTY ordinances.

a. OWNER shall provide a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.

b. A statement of Compliance and Assurance, along with other statements and certification shall be provided to OWNER and be part of each solicitation.

48. SOUTH CAROLINA, RICHLAND COUNTY, AND FEDERAL LAW CLAUSE: Upon award of a contract the OWNER must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. The OWNER agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State and County.

The OWNER covenants and warrants that it will further comply with all applicable laws, ordinances, codes, rules and regulations of the state, local, and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 1968; Housing and Urban Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. OWNER covenants and warrants that it will indemnify and hold the COUNTY forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this

contract.

OWNER agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C.1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15).

OWNER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of \$100,000. OWNER also agrees to take such action as the federal, state, or local government may direct to enforce aforesaid provisions.

49. SUBCONTRACTS and HOLD HARMLESS: With prior written COUNTY approval, the OWNER can subcontract all or portions of the required WORK required under this AGREEMENT and must maintain detailed records for all suitable subcontractor, with the proposed scope of WORK, which its subcontractor is to undertake.

Notwithstanding any consent by the COUNTY to a proposed subcontract, OWNER shall remain responsible for all subcontracted WORK and services. OWNER agrees it shall be as fully responsible to the COUNTY for the acts and omission of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Owner.

Neither this provision, this contract, the COUNTY'S authorization of OWNER'S AGREEMENT with subcontractor, COUNTY'S inspection of a subcontractor's facilities, equipment or work, or any other action taken by the COUNTY in relation to a subcontractor shall create any contractual relationship between any subcontractor and the COUNTY. OWNER shall include in each of its subcontracts a provision embodying the substance of this article and shall exhibit a copy thereof to the COUNTY before commencement of any work by a subcontractor. Owner's violation of this provision shall be grounds for the COUNTY'S termination of this contract for default, without notice or opportunity for cure. In addition, OWNER indemnifies and holds the COUNTY harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the COUNTY to investigate, defend, or settle any such claim.

50. TERMINATION: COUNTY shall have the right to terminate this AGREEMENT in whole or in part for its convenience at any time during the course of performance by giving thirty (30) days written or electronic notice. Upon receipt of any termination notice, OWNER shall immediately discontinue services on the date and to the extent specified in the notice.

In accordance with 24 CFR 85.43, suspension or termination may occur if OWNER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

COUNTY may also cancel or terminate this AGREEMENT for default in whole or in part by thirty (30) days written, electronic or telegraphic notice to OWNER:

if OWNER shall become insolvent or make a general assignment for the benefit of creditors; or

if a petition under the Bankruptcy Act is filed by OWNER; or

if OWNER becomes involved in some legal proceedings that in the opinion of COUNTY interfere with the diligent, efficient performance and satisfactory completion of the services; or

if OWNER fails to make delivery of the supplies or to perform the services within the time specified or any COUNTY-authorized extension thereof.

SECTION XII. OTHER FEDERAL REQUIREMENTS (Subpart H: 24 CFR 92.350 through 92.357)

OWNER must comply with the following federal laws and regulations, as applicable:

- a) **Age Discrimination:** The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR, Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8.
- b) **Aquifers:** The Safe Drinking Water Act of 1974, (42 U.S.C. Sec. 201, 300(f) et seq.), and (21 U.S.C. Sec. 349) as amended, particularly Section 1424 (e) (42 U.S.C. Sec. 300h-303 (e)).
- c) **Archeological:** The Reservoir Salvage Act of 1960 (16 U.S.C. Sec. 469 et seq.), particularly Section 3 (16 U.S.C. Sec. 469a-1), as amended by the Archeological and Historic Preservation Act of 1974.
- d) **Clean Air:** The Clean Air Act (41 U.S.C. Sec. 7401 et seq.) as amended, particularly Section 176(c) and (d) (42 U.S.C. Sec. 7506(c) and (d)).
- e) **Coastal Zone Management:** The Coastal Zone Management Act of 1972, (16 U.S.C. Sec. 1451 et seq.) as amended, particularly Section 307(c) and (d) (16 U.S.C. Sec. 1456(c) and (d)).
- f) **Endangered Species:** The Endangered Species Act of 1973, (16 U.S.C. Sec. 1531 et seq.) as amended, particularly Section 7 (16 U.S.C. Sec. 1536)).
- g) **Environmental Review Procedures** for Title I Community Development Block Grant Programs, 24 CFR Part 58, as amended in 47 Fed. Reg. 15750 (April 12, 1982).
- h) **Equal Employment Opportunity:** The requirements of Executive Orders 1246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR, Chapter 60.
- i) **Equal Opportunity in Housing:** Executive Order 11063, as amended by Executive Order 12259, and 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing under Executive order 11063 or 24 CFR, Part 107 shall be a proper basis for the imposition of sanctions specified in 24 CFR 107.60.
- j) **Fair Housing Act:** The Fair Housing Act (42U.S.C. 3601-20) and implementing regulations at 24 CFR part 10; Executive Order 11063, as amended by Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., 652 and 3CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing and implementing regulations at 24 CFR, Part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination on Federally Assisted Programs) and implementing regulations issued at 24 CFR, Part 1.
- k) **Farmlands:** Farmlands Protection and Policy Act of 1981, (7 U.S.C. Sec. 4201 et. seq.) 24 CFR Part 51, Environmental Criteria and Standards.
- l) **Flood Plain:** Flood Disaster Protection Act of 1973, (42 U.S.C. Sec. 4001 et. seq.) as amended, particularly Sections 102(a) and 202(a) (42 U.S.C. Sec. 4012a (a) and Sec. 4106(a); and Executive Order 11988, Floodplain Management, May 24, 1977 (42 Fed. Reg. 26951), particularly Section 2.
- m) **Historic Preservation:** National Historic Preservation Act of 1966 (16 U.S.C. Sec. 470 et seq.) and 40 CFR Parts 1500-1508; Section 106 (16 U.S.C. Sec. 470(f); and 36 CFR 800
- n) **Immigration Status:** Requirement that all members of a household must be either US citizens, resident aliens (have a green card), or one of several exempt classes to occupy a CDBG- assisted unit.
- o) **Lead Based Paint:** Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831).
- p) **Minority and Women's Business Enterprise:** The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, each applicant must make efforts to encourage the use of minority and women's business enterprises in connection with HOME or CDBG-funded activities. Each Owner must prescribe procedures acceptable to the State to establish activities to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women. The Owner/Subrecipient will be required to identify contracts which have been bid by minority owned, women owned, and/or small

disadvantaged businesses.

- q) **Noise Abatement and Control:** 24 CFR 51 B.
- r) **Protection and Enhancement of the Cultural Environment,** May 13, 1971 Executive Order 11593, (36 Fed. Reg. 8921), particularly Section 2(c).
- s) **Environmental Justice in Minority Populations and Low-Income Populations:** [Executive Order 12898]
- t) **Relocation:** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C., Sec. 4601 et. seq.), 49 CFR Part 24, and 24 CFR Section 570.49a (55 Fed. Reg. 29309 (July 18, 1990)).
- u) **Section 3: Employment Opportunities:** The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with PROJECTs and activities in their neighborhoods.
- v) **Siting of HUD-Assisted PROJECTs near Hazardous Operations:** Establishes acceptable separation distance for the siting of residential buildings, mobile home parks or other HUD-assisted PROJECTs near stationary hazardous operations which store, handle or process chemicals or petrochemicals of an explosive or flammable nature. 24 CFR 51 C.
- w) **Toxic or Hazardous Substances and Radioactive Materials:** Particular attention should be given to any site proposed for HUD assistance that is located on, or in the general proximity of, such areas as dumps, landfills, industrial sites or other locations that contain hazardous wastes. It is HUD policy that all property proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property.
- x) **Wetlands:** Prohibits the degradation or destruction of wetlands; Executive Order 11990 Protection of Wetlands, May 24, 1977 (42 Fed. Reg. 26961), particularly Section 2 and 5.
- y) **Wild & Scenic Rivers:** Applicable to PROJECTs within one mile of a designated wild and scenic river. The Wild and Scenic Rivers Act of 1968, (16 U.S.C. Sec. 1271 et seq.) as amended, particularly Section 7(b) and (c) (16 U.S.C. Sec. 1278(b) and (c)).

SECTION XIII - CONTRACT DOCUMENTS

This AGREEMENT (Twenty-two pages)

ATTACHMENT "A" - PROPOSAL

ATTACHMENT "B" - BUDGET

ATTACHMENT "C" - HUD FY 2023 INCOME & RENT LIMITS

ATTACHMENT "D" - SECTION 202 OF EXECUTIVE ORDER# 11246 OF SEPTEMBER 24, 1965"

ATTACHMENT "E" - SECTION 3 OF HOUSING AND URBAN DEVELOPMENT ACT 1968" and
supporting documents

ATTACHMENT "F" - HOME INVESTMENT PARTNERSHIP PROGRAM FINAL RULE 24 CFR PART 92

ATTACHMENT "G" - RICHLAND COUNTY OCCUPANCY COMPLETION FORM

ATTACHMENT "H" - PROJECT REIMBURSEMENT FORM AND PROGRESS REPORT FORM

ATTACHMENT "I", - HOUSING CONTRACT SPECIAL PROVISIONS-SECTION 504 REQUIRE.

ATTACHMENT "J" - ANNUAL PROCEEDS/RENTAL REPORT FORM

This AGREEMENT (including any attachments, exhibits, and amendments hereto) represents the entire understanding and constitutes the entire AGREEMENT between COUNTY and OWNER. It supersedes all prior contemporaneous communications, representations, or AGREEMENTs, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or AGREEMENTs other than those herein expressed. No AGREEMENT hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

OWNER AND COUNTY ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING SIGNED BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized and empowered officers or agents as of the date set forth above.

This **AGREEMENT** will be effective on:

OWNER:
[ORGANIZATION]

COUNTY:
RICHLAND COUNTY, SOUTH CAROLINA

Authorized Signature

Authorized Signature

Print/Type Name

Print/Type Name

Title

Title

Date

Date

Notary/Witness:

Signature Attest for Company

Signature Attest for County

Print or Typed Name and Title SEAL

Print or Typed Name and Title SEAL

Richland County Legal Approval as to form:

Signature

Date



CONTRACT OF SALE RESIDENTIAL

THE BUYER ☐ SELLER ☐ IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

BUYER (Initials KEW ^{DS}) Date 12/21/2023 | 3:28:19 PM PST acknowledges receipt of the South Carolina Disclosure of Brokerage Relationships form, and
☒ Client ☐ Customer ^{DS} service in this transaction.
 SELLER (Initials DA ^{DS}) Date 12/28/2023 acknowledges receipt of the South Carolina Disclosure of Brokerage Relationships form, and
☐ Client ☐ Customer service in this transaction.

I. TERMS OF THE OFFER

1. PARTIES: This Contract of Sale is entered into on December 21, 2023,
 between Buyer(s) SC Uplift Community Outreach (hereinafter called "Buyer"),
 and Seller(s) Estate of Albert C Hammonds (hereinafter called "Seller").

2. DEFINITIONS:

A. **BUSINESS DAY:** A single Business Day is defined as a twenty-four (24) hour period beginning at 8AM of any weekday (Monday through Friday). A Business Day may not begin or end on a Saturday, Sunday or Federal legal holiday. For the purposes of this Contract, the first Business Day and all deadlines/timelines set forth in the Contract will begin at 8AM of the Business Day following final Contract Acceptance as defined in 2(B) below, unless otherwise agreed to in writing by Buyer and Seller.

B. **CONTRACT ACCEPTANCE:** Successful negotiation of this offer will have been completed when one of the Parties to the negotiation places the final, required signatures and/or initials on this offer. Contract Acceptance will occur at the date and time when this Party subsequently delivers a copy of this executed document to the other Party. The Party receiving the executed document will be responsible for filling in the final Contract Acceptance date and time on the last page of this Contract. If a Party is unrepresented, they will assume responsibility for filling in the required information.

C. **CLOSING:** In this Contract, closing is defined as the date and time that the Closing Attorney disburses funds.

D. **BROKER:** The term Broker is deemed to also include affiliated Agent(s) of the Buyer's and Seller's Brokers.

E. **NOTICE AND DELIVERY:** Notice means a unilateral communication, including offers, counteroffers and associated Addenda from one Party to this Contract to the other. Notice to a Broker or affiliated Agent representing a Party to this Contract will be deemed to be Notice to that Party. All Notices required under this Contract will be in writing and will be effective as of Delivery. Delivery methods may include hand-carried, sent by professional courier service, by United States mail, or by facsimile (fax) or e-mail transmission. A faxed, e-mailed, or electronic signature of a Party to this Contract will constitute an original signature binding upon that Party. The Parties agree that Delivery will be deemed to have occurred either on the day and at the time Notice is delivered by hand, by a professional courier service, or by United States mail (return receipt requested) or on the day and at the time Notice is sent by facsimile or e-mail transmission provided written confirmation of receipt is received by deliverer. No Party to this Contract will refuse Delivery in order to delay or extend any deadline established in the Contract.

3. PROPERTY: Seller agrees to sell and Buyer agrees to buy the following real property with improvements and fixtures thereon:

Lot 425 Block _____ Phase _____ Subdivision Trenholm Acres
 Address 7308 Pinedale Road Unit # _____ City Columbia Zip 29223
 TMS# 14313-05-08 County of Richland ^{DS} State of South Carolina.

4. PRICE: The purchase price is ~~\$ 125,000.00~~ 132,000.00 ^{DS} DA 12/28/2023 ^{DS} KEW

12/29/2023 | 4:43:55 AM PST

Form CCRA-01
(09/2022)
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BUYER (Initials KEW ^{DS}) Date 12/21/2023 | 3:28:19 PM PST SELLER (Initials DA ^{DS}) Date 12/28/2023

5. **EXPIRATION OF OFFER:** This offer from Buyer will be withdrawn at 5:00 o'clock ☐ AM ☒ PM. (Eastern Time) on December 23, 2023 unless accepted or countered by Seller in written form prior to such time.

6. **EARNEST MONEY:**

A. Earnest money to be held in trust by Hugh Cooper Law Firm (Escrow Agent).
which is a ☐ Brokerage ☒ Attorney ☐ Other _____.

B. \$ 500.00 Earnest money is paid by: ☒ Check ☐ Cash ☐ Wire ☐ Other _____
and ☐ has been delivered to Escrow Agent or ☒ will be delivered to Escrow Agent by within 3 business days of contract acceptance.

Should earnest money not be delivered by deadline, Contract may be voided at Seller's option.

C. \$ _____ Additional earnest money (hereinafter referred to as earnest to be delivered to Escrow Agent on or before _____).

D. Escrow Agent does not guarantee payment of funds accepted as earnest money. If earnest money is determined to be fraudulent or non-sufficient funds, the Escrow Agent holding earnest money will immediately notify all parties and Contract may be voided at the Seller's option. Buyer agrees to and understands that earnest money may be deposited in an interest-bearing escrow account and that Buyer has the right to ownership of any interest accrued. Buyer, through this written agreement, relinquishes ownership of the accrued interest to Escrow Agent as consideration for the expenses incurred in maintaining the account. If a dispute arises between Buyer and Seller concerning entitlement to and disposition of an earnest money deposit, the deposit will be retained in Escrow Agent's escrow account until Escrow Agent has obtained a written release signed by Buyer and Seller consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. If a court action is brought by Escrow Agent or Party to the Contract seeking the release of earnest money, the non-prevailing Party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs. The court may also award the prevailing Party treble damages (defined as three times the amount of Earnest Money).

E. If Escrow Agent in 6(A) is "attorney", all earnest money received will be deposited and released as required by South Carolina law. Buyer and Seller expressly waive any confidentiality rules that would prohibit Escrow Agent from disclosing failure to deposit funds in a timely manner or if funds were non-sufficient.

F. If Escrow Agent in 6(A) is "brokerage", all earnest money received will be deposited and released as required by the South Carolina Real Estate Commission's rules and regulations. See S.C. Code, Section 40-57-136 (E). The earnest money deposited in an escrow account will not be released to either Party until confirmation is received that funds have cleared the bank.

7. **CONVEYANCE DATE OF CLOSING/POSSESSION:** Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and to have prepared a general warranty deed, if applicable, free of encumbrances, except as herein stated. The deed will be prepared in the name(s) of SC Uplift Community Outreach, or as otherwise stipulated by Buyer, and delivered to stipulated place of closing. The deed will be held in trust by the Closing Attorney until sales proceeds have been disbursed to Seller, at which time the Closing Attorney shall be authorized to record the deed. This transaction will be closed on or before February 19, 2024, unless extended pursuant to Paragraph 7(B) or by mutual agreement.

A. **BUYER** (Initials EW | _____) Date 12/21/2023 | **SELLER** (Initials DA | _____) Date 12/28/2023 Seller will be obligated to vacate and give possession of the Property (free of debris and in a clean condition) to Buyer: ☒ at closing as defined in Paragraph 2(C), ☐ 24 hours after closing, ☐ 48 hours after closing, or ☐ in accordance with attached agreement.

B. If Buyer has provided written loan commitment without additional conditions, or in a cash transaction Buyer has met the terms and conditions of Paragraph 12(D) but has not closed within the stipulated time limit of this Contract, both Parties agree to extend this Contract for a period not to exceed five (5) Business Days from the Contract closing date.

8. **FIXTURES AND PERSONAL PROPERTY:** This sale includes all fixtures, equipment and improvements of any kind which now exist and are attached to or planted on the premises such as, but not limited to: shrubbery, trees, fences, shutters, lamp posts, mail boxes, storage sheds, playsets, landscape lighting, lawn irrigation system and all related equipment, pool and spa equipment, window and door screens, storm windows and doors, garage door openers and remotes, satellite dishes, exterior video cameras, video doorbells, Seller-owned security systems, thermostats, smoke detectors, gas logs, central vacuum system and equipment, TV wall mounts and brackets, blinds, curtain/drapery rods, ceiling fans and remotes, attached or hanging bathroom vanity mirrors, light bulbs, switch plates, heating and air system registers, and built-ins such as equipment, cabinets, furniture and shelves, and appliances including stoves, ovens, dishwashers and any built-in appliances, unless otherwise agreed here-in. Items of personal property other than those above may be sold separately by Bill of Sale.

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BUYER (Initials EW | _____) Date 12/21/2023 | **SELLER** (Initials DA | _____) Date 12/28/2023

9. HOME WARRANTY COVERAGE: Buyer and Seller agree that a home warranty providing at least twelve (12) months of coverage for the Buyer ☐ will ☒ will not be provided at closing. If applicable, the warranty premium will be paid by ☐ Buyer ☐ Seller in the amount of \$ _____, provided by _____ (home warranty company) and written by the ☐ Buyer's Agent ☐ Seller's Agent. If the price of the warranty exceeds the dollar amount entered in this paragraph, Buyer shall be responsible for the difference at closing.

II. TRANSACTION COSTS AND FINANCING

10. TRANSACTION COSTS: Buyer's Transaction Costs include but are not limited to all closing costs, pre-paid items, insurance (mortgage, lender/owner title, flood, hazard), discount points, all costs to obtain information from or pertaining to any owners association, interest, title fees, fees and expenses of Buyer's attorney, deed recording costs, previously agreed upon real estate brokerage fees, and the cost of any inspector, appraiser, or surveyor. Seller's Transaction Costs include but are not limited to deed preparation, deed stamps/tax, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens, property taxes pro-rated to the day of closing, previously agreed upon real estate brokerage fees, and expenses of Seller's attorney.

Buyer's and Seller's Transaction Costs will be paid at closing as follows: (Select, initial and date only one of the options below)

A. **BUYER** (Initials LEW | DS) Date 12/21/2023 | **SELLER** (Initials DA | DS) Date 12/28/2023 Buyer will provide or pay for all Buyer's Transaction Costs and Seller will provide or pay for all Seller's Transaction Costs.

OR

B. **BUYER** (Initials _____ | _____) Date _____ **SELLER** (Initials _____ | _____) Date _____ Seller will pay Buyer's Transaction Costs not to exceed \$ _____. Buyer is responsible for any Buyer's Transaction Costs exceeding this amount. If the amount Seller has agreed to pay toward Buyer's Transaction Costs exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all Seller's Transaction Costs.

11. ADJUSTMENTS: Real estate taxes, homeowner association/region fees, and rents when applicable, will be adjusted as of the date of closing. Unless otherwise agreed to in writing by the Parties in this Contract, tax prorations pursuant to this Contract are to be based on the most current tax bill and prorated on that basis. Buyer will be responsible for applying for any applicable tax exemptions. Buyer is also responsible for any tax increases due to change in ownership. Unless otherwise agreed, Seller will pay all regular and special homeowner's association assessments and all governmental assessments levied prior to closing and Buyer will pay for those assessments levied after closing. All prorations are final, including any tax refund due to the change in occupancy status unless otherwise agreed to in writing.

12. FINANCING: Buyer's obligation under this Contract ☒ is ☐ is not contingent on Buyer obtaining financing. Buyer and Seller acknowledge that all financing contingencies, excluding appraisal value contingency, here-in automatically expire five (5) Business Days prior to and not including the closing date set forth in Paragraph 7, and this Contract will become non-contingent on financing unless otherwise agreed to in writing. If Buyer subsequently fails to close due to inability to obtain financing, Buyer will be in default of this Contract and earnest money will be released to Seller. See Paragraph 6(D).

BUYER (Initials LEW | DS) Date 12/21/2023 | **SELLER** (Initials DA | DS) Date 12/28/2023

A. **FINANCING TYPE.** Financing type will be: ☐ Conventional ☐ FHA ☐ VA ☐ USDA ☐ SC Housing FHA

☐ SC Housing Conventional ☐ Seller ☐ Cash (no financing required) ☒ Other Richland County Federal Home Funds

Buyer or Buyer's Agent will immediately notify Seller or Seller's Agent if financing type changes. If the change in financing type modifies the terms of this Contract, then Seller will have the option of agreeing with the change or voiding this Contract. If Seller elects to void the Contract, earnest money will be released to the Buyer. See Paragraph 6(D).

If financing type is either VA or FHA, a lender required FHA/VA Addendum will be signed by Buyer and Seller. All parties agree to execute this document as required.

B. **APPLICATION FOR FINANCING:** If Lender financing is being used, Buyer will have five (5) Business Days from the date of Contract Acceptance to apply for financing from Lender of their choice. Application will include advancement of any funds required by Lender and providing Lender's identity to Seller or Seller's Brokers. Buyer will also furnish Lender all documentation required for the processing of this loan in a diligent and timely manner.

BUYER (Initials LEW | DS) Date 12/21/2023 | **SELLER** (Initials DA | DS) Date 12/28/2023

1. Should Buyer fail to apply for the loan within five (5) Business Days, Buyer will be in default of this Contract and Seller will have the option of voiding this Contract with earnest money being released to Seller. Should the loan be denied while subject to a financing contingency, Contract will be voided, and earnest money will be released to Buyer. See Paragraph 6(D).
2. If the loan is rejected by initial lender or subsequent lenders, Buyer or Buyer's Agent must give written notice of each occurrence to the Seller or Seller's Agent immediately, and Seller will then have the option of continuing with or voiding the Contract. If Seller elects to void the Contract, the earnest money will be released to Buyer, provided it is not within (5) Business Days prior to closing. See Paragraph 6(D).
3. If Buyer elects to make any material change to their financial condition after Contract acceptance that negatively affects their ability to close the transaction, Buyer will be in default and earnest money will be released to Seller. See Paragraph 6(D).
4. Buyer gives permission to Lender to disclose any allowable pertinent information concerning Buyer's loan to any attorney representing Buyer or Seller and to the Buyer's and Seller's Brokers.

C. SELLER FINANCING. If Seller financing is included in the financing of this Property, Buyer's and Seller's Brokers make no representations as to the creditworthiness of Buyer and suggest that Seller determine whether Buyer's credit is satisfactory. The terms of Seller financing should be noted in Paragraph 22 of this Contract or in a separate Addendum to this Contract.

D. CASH TRANSACTION. In a cash transaction Buyer agrees to provide Seller or Seller's Broker, within five (5) Business Days of acceptance of this Contract, written verification of availability of funds from the source(s) of those funds, or the partial availability of funds if remaining funds are being sourced from the sale of another property. If any portion of the funds are being sourced from the sale of another property, Buyer to also complete Paragraph 20 of this Contract and the applicable contingency addendum. If Buyer fails to comply with the above requirement, then Seller will have the option of voiding this Contract and earnest money will be released to Seller. See Paragraph 6(D).

E. APPRAISAL VALUE CONTINGENCY.

BUYER (Initials LEW |) Date 12/21/2023 | 3:28:19 PM PST | Date 12/28/2023

This Contract is ☐ is not ☒ contingent on lot or parcel with building and improvements thereon, if any, appraising according to Lender's appraisal for financed transactions, or according to Buyer's appraisal for non-Lender financed transactions, for the purchase price or more. If contingent, and lot or parcel with building and improvements thereon appraises for less than the purchase price, the Buyer will have three (3) business days after notification of the results of the appraisal to proceed with the consummation of this sale without regard to the appraised value or attempt to renegotiate this Contract. If after the three business day period, the Parties are unable to reach agreement on a renegotiated Contract then either party can terminate this Contract by providing written notification to the other. Upon termination, earnest money will be released to Buyer. See Paragraph 6(D).

F. SELLER'S MORTGAGE PAYOFF. Seller gives permission to Closing Attorney to obtain Seller's mortgage payoff information.

III. DUE DILIGENCE, INSPECTIONS, AND REPAIRS

13. BUYER'S RIGHT TO INSPECT: Buyer, or Inspectors selected by Buyer at Buyer's expense, will have the right to enter Property to inspect, examine and test the Property. For the purposes of this Contract, the term "Inspector" is defined as a person or company, licensed or certified where required by law, with specific, professional expertise or knowledge in property inspections, or in an item, building product or condition contained therein for which the Inspector is inspecting, examining, or testing. Seller will make the Property available for all inspections and will have all utilities operational for the inspections, any re-inspections, appraisals, and final walk-through. Seller agrees to allow Buyer, or Inspectors selected by Buyer, the right to re-inspect the Property at Buyer's expense to determine if agreed upon repairs and/or replacements have been made. Buyer will also be allowed to perform a walk-through prior to closing to confirm that the Property has been maintained in compliance with Paragraph 14, if applicable, and that any personal Property to be transferred or conveyed is on the premises. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages arising out of, or related to, the exercise of these rights and will repair any damages resulting from same.

BUYER (Initials LEW |) Date 12/21/2023 | 3:28:19 PM PST | Date 12/28/2023

SELECT ONLY ONE OF THE FOLLOWING OPTIONS. IF NO OPTION IS SELECTED, THIS CONTRACT WILL DEFAULT TO OPTION C. IF MORE THAN ONE OPTION IS SELECTED AND COMPLETED THEN THE FIRST OF THESE WILL DETERMINE SELECTION.

☐ **A. PROPERTY SOLD SUBJECT TO DUE DILIGENCE PERIOD:**

BUYER (Initials |) Date **SELLER** (Initials |) Date

TIME FRAME AND TYPES OF INSPECTIONS: Buyer will have a ten (10) Business Day Due Diligence Period beginning at time of final Contract acceptance, as defined in Paragraph 2(B), to conduct, at Buyer's sole expense, whatever non-destructive inspections, examinations and testing of the Property that Buyer deems appropriate and necessary. This will include, but is not limited to, conducting a risk assessment/test for lead-based paint and lead-based paint hazards, testing for environmental hazards, inspecting the heating and air (HVAC) system, and inspecting for active infestations of and/or damage from termites, other wood destroying organisms, fungi and for any drainage problems (CL-100 inspection). Any re-inspections that may be required will also be at Buyer's expense.

EXTENSIONS: Notwithstanding other provisions to the contrary, in the event an inspector, in a written report provided to Seller or Seller's Broker prior to the expiration of the Due Diligence Period, recommends any additional study, inspection or evaluation of any product, item or condition in the Property, or the results of any tests conducted cannot be completed or produced prior to the expiration of the Due Diligence Period, then the Due Diligence Period may be extended by mutual agreement of Buyer and Seller through a written Addendum to this Contract. If Buyer and Seller cannot agree on an extension to the Due Diligence Period, then Buyer may proceed with the terms of 13(A) based on available inspection reports.

DUE DILIGENCE PROCEDURE: Buyer will have the following three options to be completed during the Due Diligence Period and any agreed extension.

1. **ACCEPT:** Buyer can accept the Property as inspected and proceed with the transaction in accordance with the terms of this Contract.
2. **TERMINATE:** If Buyer, in their sole discretion or as a result of any inspection, examination or test conducted, determines property to be unsatisfactory, Buyer may terminate this Contract. In order to terminate, if any inspections have been performed, Buyer must provide entire copies of all inspection reports, and written notice of termination to Sellers or Seller's Broker prior to the expiration of the Due Diligence Period or any mutually agreed upon extension to this period, and the earnest money will be released to Buyer. See Paragraph 6(D). If Buyer fails to give such notice prior to the expiration of the Due Diligence Period and any extension, Buyer will be deemed to have accepted the Property "As-Is" with Seller having no obligations to make any repairs or replacements to the Property and Buyer being obligated to proceed with the transaction in accordance with the terms of this Contract.
3. **REQUEST REMEDY:** Buyer may request that Seller make repairs and/or replacements to the Property, and/or provide concessions. Buyer must submit complete copies of any inspection reports and an Addendum signed by Buyer identifying specific defects Buyer wants corrected or conceded to Seller or Seller's Broker prior to the expiration of the Due Diligence Period or any mutually agreed extension to this period. If Buyer fails to submit complete copies of these reports and the Addendum to Seller or Seller's Broker prior to the expiration of the Due Diligence Period and any extension, Buyer will be deemed to have accepted the Property "As-Is" with Seller having no obligation to make any repairs or replacements to the Property, and Buyer will be obligated to proceed with the transaction in accordance with the terms of this Contract.

SELLER RESPONSE AND NEGOTIATION TIMEFRAME: If reports and Addendum are submitted within the Due Diligence Period and any extension, Buyer and Seller will then have five (5) Business Days from expiration of Due Diligence Period to negotiate the defects to be corrected by Seller, at Seller's expense, and sign the Addendum with final agreed terms. Seller's failure to respond to or negotiate the Addendum within the five (5) Business Day period will be deemed to be a refusal to do repairs/replacements.

COMPLETION OF NEGOTIATION TIMEFRAME: If Buyer and Seller have not reached agreement on the Addendum by the end of the 5 Business Day negotiation period, Buyer and Seller may mutually agree to extend the negotiating period through written Addendum to this Contract. Upon the expiration of the negotiation period and any mutually agreed extension:

- a. Buyer will have two (2) Business Days after the end of the negotiation period, or any extension to the period, to accept Property "As-Is" in current state with no repairs or replacements made by Seller by providing written notice to Seller or Seller's Broker, or;
- b. If the negotiating period is not extended and Buyer does not provide written notice to accept Property "As-Is" within the time frame prescribed in the above Paragraph, then either Party can terminate this Contract by providing written notice of termination to the other, and earnest money will be released to Buyer. See Paragraph 6(D).

BUYER (Initials |) Date 12/21/2023 | **SELLER** (Initials |) Date 12/28/2023

FHA/VA APPRAISAL INSPECTIONS: If Buyer uses FHA or VA financing, the Property may be inspected by an Appraiser appointed by Lender. This inspection is not subject to time limitations or other requirements of the Due Diligence Period outlined above. If Appraiser identifies repairs to be made as a condition of loan approval and Seller elects not to make them, Buyer will have the option of paying for and completing the repairs prior to closing or voiding this Contract, with earnest money being released to Buyer. See Paragraph 6(D).

☒ **B. PROPERTY SOLD "AS-IS" WITH RIGHT TO TERMINATE:**

BUYER (Initials EW | DS) Date 12/21/2023 | 3:28:19 PM PST DA SELLER (Initials DA | DS) Date 12/28/2023

All Parties agree that Property is being sold "As-Is" with all defects including, but not limited to, lead-based paint, lead-based paint hazards, environmental hazards, active infestations of and/or damage from termites, other wood destroying organisms or fungi and for any drainage problems (CL-100). Buyer will have a ten (10) Business Day Due Diligence Period, or any mutually agreed extension, to conduct at Buyer's sole expense, whatever non-destructive inspections, examinations and testing of the Property that Buyer deems appropriate and necessary. Seller will have no obligation to make repairs or replacements to the Property or provide concessions as a result of inspections. Buyer may proceed under the terms of this Contract or void this Contract by providing written notice to Seller or Seller's Broker, prior to the expiration of the Due Diligence Period, with the earnest money released to Buyer. See Paragraph 6(D). Failure to provide notice of voiding this Contract prior to the expiration of the Due Diligence Period will be deemed Buyer's acceptance of the Property in "As-Is" condition with no Seller repairs or replacements.

☐ **C. PROPERTY SOLD "AS-IS" WITHOUT RIGHT TO TERMINATE:**

BUYER (Initials _____ | _____) Date _____ SELLER (Initials _____ | _____) Date _____

All Parties agree that Property is being sold "As-Is", Seller will make no repairs or replacements or provide concessions, and Buyer elects not to have a Due Diligence Period. Buyer retains the right to inspect, examine and test the Property but waives both the right to request repairs or replacements and the right to void this Contract based on inspection results.

14. CONDITION OF PROPERTY: Unless otherwise agreed to in writing by both Parties, after any inspections by Buyer and after any repairs or replacements made as a result of any such inspections, Seller agrees to maintain the Property (including but not limited to, lawn, shrubbery, grounds and fixtures, equipment and systems that convey with the Property) and all improvements thereon in similar condition until the day of closing or the day possession is given, whichever occurs first. Seller warrants that to the best of his knowledge, information, and belief there are no conditions in the Property which would adversely affect the value when conditions are hidden by furniture, fixtures or window treatments currently in place in the Property. Seller agrees that upon providing possession of property to Buyer, property will be free of debris and in clean condition.

IV. DISCLOSURES

15. PROPERTY CONDITION DISCLOSURE STATEMENT: (Select, initial and date only one of the options below)

A. BUYER (Initials EW | DS) Date 12/21/2023 | 3:28:19 PM PST DA SELLER (Initials DA | DS) Date 12/28/2023 Buyer and Seller agree that a Residential Property Condition Disclosure Statement, as required by S.C. Code, as amended, Section 27-50-10, et. seq., has been provided to Buyer by Seller prior to the final acceptance of this Contract. If Seller discovers, after his delivery of the Disclosure Statement to Buyer, any material inaccuracy in the Disclosure Statement or the Disclosure Statement is rendered inaccurate, misleading, incomplete or false in a material way by the occurrence of some event or circumstance, Seller will promptly make reasonable repairs needed to eliminate the deficiency and repair the damage caused by the occurrence or correct the inaccuracy by delivering a corrected disclosure statement to Buyer before closing. Buyer understands and agrees that Seller's Property Condition Disclosure Statement is not intended to replace inspections of the Property.

OR

B. BUYER (Initials _____ | _____) Date _____ SELLER (Initials _____ | _____) Date _____ Buyer and Seller agree that Seller will not complete nor provide a Residential Property Condition Disclosure Statement in accordance with S.C. Code, as amended, Section 27-50-30, Paragraphs (1-13).

16. LEAD-BASED PAINT: Buyer is advised that if this Property was built prior to 1978, it may contain lead-based paint and that a "Disclosure of Information and Acknowledgement Lead-Based and/or Lead-Based Paint Hazards" form is hereby made an Addendum to this Contract and will be signed by both Buyer and Seller and their Agents.

BUYER (Initials EW | DS) Date 12/21/2023 | 3:28:19 PM PST DA SELLER (Initials DA | DS) Date 12/28/2023

17. PROPERTY DOCUMENTATION: (Buyer to complete information in Paragraphs 17,18 & 19, and Seller to confirm)

Buyer's and Seller's Brokers strongly recommend Buyer review existing Property documentation to include the most current plat, Covenants and Restrictions, and Seller's Property Condition Disclosure Statement before entering into this Contract. The Buyer's and Seller's Brokers also recommend that prior to closing on this Contract, Buyer have a survey of the subject Property made to verify land size/boundary dimensions, measure existing structures to verify square footage, have an examination as to the title to the Property, obtain owner's title insurance and the Buyer obtain appropriate hazard, flood, earthquake and wind/hail damage insurance coverage effective at the time of closing.

BUYER (Initials ^{DS} KEW | _____) Date 12/21/2023 | 3:28:19 PM PST DA | _____) Date 12/28/2023 Seller (Initials ^{DS} DA | _____) Date _____ Buyer acknowledges and Seller represents the following:

- A. This sale ☐ is ☒ is not subject to approval by a Third Party (i.e. bank in the case of a short sale, corporation, or relocation company.)
- B. The Property is: Connected to: ☒ public/community sewer system ☐ septic tank ☐ Lett system ☐ Other _____
- Connected to: ☒ public/community water system ☐ well system ☐ Other _____

18. FLOOD ZONE: To the best of Seller's knowledge, the Property ☐ is ☒ is not partly or entirely located within a designated Special Flood Hazard Area (flood zone). If Seller's response indicates that it is in a flood zone, Buyer understands that it may be necessary to purchase flood insurance in order to obtain a loan. If Seller's response indicates that the Property is not in a flood zone and, subsequent to Contract acceptance, it is determined that permanent improvements to the Property are within a flood zone causing Lender to require Buyer to purchase flood insurance as a condition of loan approval, then Buyer can terminate this Contract. Buyer will have three (3) Business Days after receipt of Notice from Lender to provide written Notice to Seller of the decision to terminate. Upon termination, earnest money will be released to Buyer. See Paragraph 6(D). Buyer's failure to provide written Notice to Seller within the three (3) Business Day period will be deemed Buyer's agreement to purchase flood insurance to close the transaction.

19. ASSOCIATION FEES: The Property ☐ is ☒ is not subject to a mandatory association fee (i.e. homeowner's association/ regime or otherwise). If the Property is subject to a mandatory association fee, the fee is \$ _____ per _____ and is payable to _____.

The Property ☐ is ☒ is not subject to a special assessment of any governing body, including, but not limited to, a homeowner's association/ regime or otherwise. The special assessment fee is \$ _____.

V. ADDITIONAL CONTINGENCIES, ADDENDA, AND OTHER TERMS IF APPLICABLE

20. ADDITIONAL CONTINGENCIES: (Buyer's failure to disclose the existence of Contingency A or B will constitute a default of this Contract and earnest money will be released to Seller. See paragraph 6(D). Initial and date Paragraph C if other contingencies apply.)

- A. SALE AND CLOSING CONTINGENCY ADDENDUM ☐ is ☒ is not attached to and part of this Contract of Sale.
- B. CLOSING CONTINGENCY ADDENDUM ☐ is ☒ is not attached to and part of this Contract of Sale.
- C. OTHER CONTINGENCIES: BUYER (Initials ^{DS} KEW | _____) Date 12/21/2023 | 3:28:19 PM PST DA | _____) Date 12/28/2023 Seller (Initials ^{DS} DA | _____) Date _____
- This Contract is contingent on: Sales Contract contingency is attached to this contract.

21. ADDENDA: Addenda not otherwise identified ☐ are ☐ are not attached to and part of this Contract of Sale, and if attached include:

22. OTHER TERMS: If conflicting with pre-printed portions of this Contract, the following terms will control:

All appliances will convey with this sale:	Stove, two refrigerators, washer/dryer and gas water heater	^{DS} KEW	12/29/2023 4:43:55 AM PST
		^{DS} DH	12/29/2023

VI. ADDITIONAL CONTINGENCIES, ADDENDA, AND OTHER TERMS IF APPLICABLE

23. FIRE OR CASUALTY: In case the Property herein is damaged wholly or partially by fire or other casualty prior to delivery of deed, Buyer will have the right for ten (10) Business Days after notice of such damage to terminate this Contract. Upon such termination, earnest money will be released to Buyer and neither party will have any further rights hereunder. See Paragraph 6(D). If Buyer elects not to terminate this Contract or fails to provide timely Notice of Termination, the Parties will proceed according to its terms.

24. DEFAULT: If Buyer or Seller fails to perform any of the terms of this Contract, the other may elect to seek any remedy provided by law including, but not limited to, attorney fees and actual costs incurred or terminate this Contract with written notice. Actual costs incurred will include all costs and expenses incurred or obligated for by Buyer, Seller or Brokers in an effort to consummate this sale. Such costs will include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, attorney's fees and real estate brokerage fee for this sale. If Contract is terminated, both Parties will execute a written release of the other from this Contract and both will hold Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or a court of competent jurisdiction dictates legal disposition. If a court action is brought by Escrow Agent or Party to the Contract seeking the release of earnest money, the non-prevailing party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs.

25. MEDIATION: Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relation to this Contract, shall be submitted to mediation in accordance with the rules and procedures of the dispute resolution system of the National Association of Realtors. Disputes will include representations made by Buyer, Seller or any real estate Broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the Property to which this Contract pertains, including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreements signed by the Parties pursuant to the mediation conference will be binding. S.C. Code, Ann. Section 15-48-10 et. seq. shall not apply to this Contract.

26. ENTIRE BINDING CONTRACT: The Parties agree that this written Contract expresses the entire agreement between the Parties, that there is no other agreement, oral or otherwise, modifying the terms hereunder and that this Contract will be binding on both Parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

27. NON-RESIDENT TAX: Seller covenants and agrees to comply with the provisions of S.C. Code, Section 12-8-580 (as amended) regarding tax withholding requirements of Sellers who are not residents of South Carolina as defined in said statute.

28. TIME IS OF THE ESSENCE: Time is of the essence with respect to all provisions of this Contract that stipulate a specific period of time for performance. Failure of Buyer or Seller to complete any provision of this Contract within the stipulated period of time for completion of the provision will constitute, where applicable, a default of this Contract.

29. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after closing, it will survive the closing and remain binding upon and for the Parties hereto until fully observed, kept or performed.

30. SETTLEMENT STATEMENT RELEASE: and Buyer authorize the Closing Attorney to furnish to Buyer's and Seller's Brokers copies of a Settlement Statement for the transaction.

31. SEX OFFENDER/CRIMINAL INFORMATION: Buyer and Seller agree that the Brokers and affiliated Agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry, and that no course of action may be brought against any Brokers or affiliated Agents for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that Buyer and Seller have the sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information which may be obtained from appropriate law enforcement officials and/or other sources.

Form CCRA-01
(09/2022)
8 of 9

BUYER (Initials ^{DS} KEW | _____) Date 12/21/2023 | 3:28:19 PM PST
SELLER (Initials ^{DS} DH | _____) Date 12/28/2023

32. NON-RELIANCE CLAUSE: Both Buyer and Seller execute this Contract freely and voluntarily without reliance upon any statements, representations, promises or agreements by the Buyer's and Seller's Brokers except as set forth in this Contract. Buyer and Seller acknowledge that the Buyer's and Seller's Brokers are being retained solely as Real Estate Agents and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. Buyer and Seller are legally competent to enter into this Contract and to fully accept responsibility for it. **This is a legally binding Contract. Buyer and Seller should seek legal advice prior to entering into this Contract if, after having read it, its contents and provisions are not understood. Both Buyer and Seller acknowledge receipt of a copy of this Contract and acknowledge receiving, reading and understanding South Carolina Disclosure of Real Estate Brokerage Relationships.**

33. DISCLAIMER: Buyer and Seller acknowledge that Buyer's and Seller's Brokers give no warranty of any kind, expressed or implied, as to: (1) physical condition of the Property or as to condition of or existence of improvements, services or systems including but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage/septic, electrical systems or to structure; (2) condition of the Property, any matters which would be reflected by a current survey of the Property or the accuracy of the square footage heated or unheated; (3) title to the Property including the existence or absence of easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like; (4) fitness for a particular purpose of the Property or improvements; (5) Property being purchased being in compliance with necessary zoning ordinances and restrictions; (6) projected income, value, or other possible benefits to Buyer.

DocuSigned by: <u>LEVIN E. WIMBERLY</u> C46735EABFFF402...	(L.S.)	SC Uplift Community Outreach	12/21/2023 3:28:19 PM P
Buyer's Signature		Buyer's Printed or Typed Name	Date
DocuSigned by: <u>Darnell Hammonds</u> A5A4C72DB307482	(L.S.)		
Seller's Signature		Buyer's Printed or Typed Name	Date
	(L.S.)	Estate of Albert C Hammonds	12/28/2023
		Seller's Printed or Typed Name	Date
	(L.S.)		
Seller's Signature		Seller's Printed or Typed Name	Date

Penelope Gardner	Coldwell Banker Realty	57548	199
Buyer's Agent/ Company		Buyer's Agent License#/ LLR Office Code	

pgardner@cbc Carolinas.com	(803)315-0495
Buyer's Agent's Email Address	Buyer's Agent's Telephone Number

Deborah Jackson	Fort Jackson Realty LLC	122046
Seller's Agent/ Company	Seller's Agent License#/ LLR Office Code	

debbyrealtor8118@gmail.com	(803)429-8563
Seller's Agent's Email Address	Seller's Agent's Telephone Number

**This section is not to be completed until the conditions of Paragraph 2B are fulfilled.
Completion is for informational purposes to mark the beginning of Contract deadlines/timelines.
Failure to complete this section does not change the validity of this Contract.**

CONTRACT ACCEPTED BY BOTH PARTIES AT	DocuSigned by: <u>O'CLOCK</u>	12/29/2023	DATE
ACCEPTANCE ENTERED BY	<u>Penelope Gardner</u>		(AGENT)
	DECE9E8053114C9...		

NOTE: Once the above Contract acceptance date and time are filled in a copy of this Contract in its entirety should be promptly forwarded to the other Party.

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SALES CONTRACT CONTINGENCY

Notwithstanding any other provision of this contract, Purchaser shall have no obligation to purchase the Property, and no transfer of title to the Purchaser may occur, unless and until Richland County Community Development has provided Purchaser and/or Seller with a written notification that: (1) it has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other Contingencies in this Contract, (a) the purchase may proceed, or (b) the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property; or (2) it has determined that the purchase is exempt from federal environmental review and a request for release of funds is not required. Richland County Community Development shall use its best efforts to conclude the environmental review of the property expeditiously.

DocuSigned by:
KEVIN E. WIMBERLY
C46735EABFFF402...
Purchaser

12/21/2023 | 3:28:19 PM PST
Date

Purchaser
DocuSigned by:
Darnell Hammonds
A5A4C72DB307482
Seller

12/28/2023
Date

Seller

Date



STATE OF SOUTH CAROLINA RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT



The South Carolina Code of Laws (Title 27, Chapter 50, Article 1) requires that an owner of residential real property (single family dwelling unit or a single transaction involving transfer of four dwelling units or less) shall provide to a purchaser this completed and signed disclosure statement prior to forming a real estate contract. This disclosure must be provided in connection with any sale, exchange, installment land sale, and lease with an option to purchase contract. This disclosure statement is not required in connection with transactions listed and exempted by South Carolina Code § 27-50-30.

Owners should answer the questions fully, honestly, and appropriately by attaching documents, checking a box for each check box question, and writing in the blanks on this disclosure statement.

If a question is answered "Yes" or asks for a description, then owner must explain or describe the issue or attach a descriptive report from an engineer, contractor, pest control operator, expert, or public agency. If owner attaches a report, owner shall not be liable for inaccurate or incomplete information in the report unless owner was grossly negligent in obtaining or transmitting the information. If owner fails to check "Yes" or make a disclosure and owner knows there is a problem, owner may be liable for making an intentional or negligent misrepresentation and may owe the purchaser actual damages, court costs, and attorney fees. If a question is answered "No" for any question, the owner is stating that owner has no actual knowledge of any problem.

By answering "No Representation" on this disclosure statement, the owner is acknowledging that they do not have the current knowledge necessary to answer the questions with either a "Yes" or "No" response. Owner still has a duty to disclose information that is known at the time of the disclosure statement. "No Representation" should not be selected if the owner simply wishes to not disclose information or answer the question. Selecting "No Representation" does not waive liability if owner is aware or subsequently becomes aware.

If a question is answered and subsequently new information is obtained or something changes to render the owner's answer incorrect, inaccurate, or misleading (example: roof begins to leak), owner must promptly correct the disclosure. In some situations, the owner may notify the purchaser of the correction. In some situations, the owner may correct or repair the issue.

The owner shall deliver to the purchaser this disclosure before a real estate contract is signed by the purchaser and owner, or as otherwise agreed in the real estate contract. The real estate licensee must disclose material adverse facts about the property if actually known by the licensee about the issue, regardless of owner responses on this disclosure. Owner is solely responsible to complete this disclosure as truthfully and fully as possible. Owner and purchaser are solely responsible to consult with their attorneys regarding any disclosure issues. By signing below, owners acknowledge their duties and that failure to disclose known material information about the property may result in owner liability.

Owner must provide the completed disclosure statement to the purchaser prior to the time the owner and purchaser sign a real estate contract unless the real estate contract states otherwise. Owner should provide a signed copy to the purchaser and keep a copy signed by the purchaser.

A real estate contract, not this disclosure, controls what property transfers from owner to purchaser.

Owner: DS DA () () Purchaser: DS KEW () () acknowledge receipt of a copy of this page which is Page 1 of 6.
Effective 6/1/2023

Property Address (including unit # or identifier) 7308 Pinedale Drive, Columbia, SC 29223

Apply this question below and the three answer choices to the numbered issues (1-14) on this disclosure.

As owner, do you have any actual knowledge of any problem(s)* concerning?

*Problem(s) include present defects, malfunctions, damages, conditions, or characteristics.

<u>I. WATER SUPPLY AND SANITARY SEWAGE DISPOSAL SYSTEM</u>	Yes	No	No Representation
1. Water supply	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Water quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Water pressure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Sanitary sewage disposal system for any waste water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

A. Describe water supply:	<input type="checkbox"/> County	<input type="checkbox"/> Private	<input type="checkbox"/> Community	<input type="checkbox"/> Other: _____
	<input checked="" type="checkbox"/> City	<input type="checkbox"/> Corporate	<input type="checkbox"/> Well	
B. Describe water disposal:	<input type="checkbox"/> Septic	<input type="checkbox"/> Private	<input type="checkbox"/> Other: _____	
	<input checked="" type="checkbox"/> Sewer	<input type="checkbox"/> Corporate	<input type="checkbox"/> Government	
C. Describe water pipes:	<input type="checkbox"/> PEX	<input checked="" type="checkbox"/> PVC/CPVC	<input type="checkbox"/> Other/Unknown: _____	
	<input type="checkbox"/> Copper	<input type="checkbox"/> Polybutylene	<input type="checkbox"/> Steel	

<u>II. ROOF, CHIMNEYS, FLOORS, FOUNDATION, BASEMENT, AND OTHER STRUCTURAL COMPONENTS AND MODIFICATIONS OF THESE STRUCTURAL COMPONENTS</u>	Yes	No	No Representation
5. Roof systems A. Approximate year that current roof system was installed: <u>2012</u> . B. During your ownership, describe any known roof system leaks, repairs and/or modifications with date(s): <u>roof leaks, beams damaged</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Gutter systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Foundation, slab, fireplaces, chimneys, wood stoves, floors, basement, windows, driveway, storm windows/screens, doors, ceilings, interior walls, exterior walls, sheds, attached garage, carport, patio, deck, walkways, fencing, or other structural components including modifications A. Approximate year structure was built: <u>1967</u> . B. During your ownership, describe any structural repairs and/or modifications to the items identified in Question 7 with date(s): _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>III. PLUMBING, ELECTRICAL, HEATING, COOLING, AND OTHER MECHANICAL SYSTEMS</u>	Yes	No	No Representation
8. Plumbing system (pipes, fixtures, water heater, disposal, softener, plumbing components)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Owner: (DS) (DA) Purchaser: (DS) (KEW) (KEW) acknowledge receipt of a copy of this page which is Page 2 of 6.
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9. Electrical system (wiring, panel, fixtures, A/V wiring, outlets, switches, electrical components)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer, other appliances)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Heating system(s) (HVAC components)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Cooling system(s) (HVAC components)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A. Describe Cooling System:	<input checked="" type="checkbox"/> Central	<input type="checkbox"/> Ductless	<input type="checkbox"/> Heat Pump
B. Describe Heating System:	<input checked="" type="checkbox"/> Central	<input type="checkbox"/> Ductless	<input type="checkbox"/> Heat Pump
C. Describe HVAC Power:	<input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Gas	<input type="checkbox"/> Electric
D. Describe HVAC system approximate age and any other HVAC system(s): 2014			

IV. PRESENT OR PAST INFESTATION OF WOOD DESTROYING INSECTS OR ORGANISMS OR DRY ROT OR FUNGUS, THE DAMAGE FROM WHICH HAS NOT BEEN REPAIRED, OR OTHER PEST INFESTATIONS

A. Describe any known present wood problems caused by termites, insects, wood destroying organisms, dry rot or fungus:
n/a

B. Describe any termite/pest treatment, coverage to property, name of provider, and termite bond (if any):
n/a

C. Describe any known present pest infestations:
Bats in attic

V. THE ZONING LAWS, RESTRICTIVE COVENANTS, BUILDING CODES, AND OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY, ANY ENCROACHMENTS OF THE REAL PROPERTY FROM OR TO ADJACENT REAL PROPERTY, AND NOTICE FROM A GOVERNMENTAL AGENCY AFFECTING THIS REAL PROPERTY

Apply this question below and the three answer choices to the numbered issues (15-28) on this disclosure.

As owner, do you have any actual knowledge or notice concerning the following:

	Yes	No	No Representation
15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land use restrictions affecting the real property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Designation as a historic building, landmark, site or location within a local historic or other restrictive district, which may limit changes, improvements of demolition of the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Easements (access, conservation, utility, other), party walls, shared private driveway, private roads, released mineral rights, or encroachments from or to adjacent real property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Owner: (DA) () Purchaser: (KEW) () acknowledge receipt of a copy of this page which is Page 3 of 6.
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18. Legal actions, claims, foreclosures, bankruptcies, tenancies, judgments, tax liens, other liens, first rights of refusal, insurance issues, or governmental actions that could affect title to the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Room additions or structural changes to the property during your ownership.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Problems caused by fire, smoke, or water (including whether any structure on the property has flooded from rising water, water intrusion, or otherwise) to the property during your ownership.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21. Drainage, soil stability, atmosphere, or underground problems affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
22. Erosion, erosion control, or erosion control structure, such as a bulkhead, rock revetment, seawall, or buried sandbags, affecting the property. If "Yes" to Question 22, provide a general description including material, location on the property, approximate size, etc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
23. Flood hazards, wetlands, flood hazard designations, flood zones, or flood risk affecting the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
24. Whether the property is currently insured through public (e.g., National Flood Insurance Program) or private flood insurance.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
25. Private or public flood insurance (e.g., Federal Emergency Management Agency (FEMA)) claims filed on the property during your ownership. If "Yes" to Question 25, list the approximate date(s), general description of event(s), nature of any repair(s), and amounts of all claim(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
26. Repairs made to the property as a result of flood events that were <u>NOT</u> filed with private or public insurance during your ownership. If "Yes" to Question 26, list the approximate date(s), general description of event(s), nature of any repair(s), and amounts of all flood-related repairs.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
27. Has federal flood disaster assistance (e.g., from FEMA, Small Business Administration, HUD) been previously received during your ownership? If "Yes" to Question 27, what was the amount received and the purpose of the assistance (elevation, mitigation, restoration, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
28. Whether the property has been assessed for a beach nourishment project during your ownership.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

A. Describe any green energy, recycling, sustainability or disability features for the property:

B. Describe any Department of Motor Vehicles titled manufactured housing on the property:

VI. BURIED, UNBURIED, OR COVERED PRESENCE OF THE FOLLOWING: LEAD BASED PAINT, LEAD HAZARDS, ASBESTOS, RADON GAS, METHANE GAS, STORAGE TANKS, HAZARDOUS MATERIALS, TOXIC MATERIALS, OR ENVIRONMENTAL CONTAMINATION

A. Describe any known property environmental contamination problems from construction, repair, cleaning, furnishing, intrusion, operating, toxic mold, methamphetamine production, lead based paint, lead hazards, asbestos, radon gas, methane gas, formaldehyde, corrosion-causing sheetrock, storage tanks, hazardous materials, toxic materials, environmental contamination, or other:

Owner: (DA) () Purchaser (KEW) () acknowledge receipt of a copy of this page which is Page 4 of 6.
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VII. EXISTENCE OF A RENTAL, RENTAL MANAGEMENT, VACATION RENTAL, OR OTHER LEASE CONTRACT ANTICIPATED TO BE IN PLACE ON THE PROPERTY AT THE TIME OF CLOSING

A. Describe the rental/lease terms, to include any vacation rental periods that reasonably may begin no later than ninety days after the date the purchaser's interest is recorded in the office of the register of deeds, and any rental/leasing problems, if any: n/a

B. State the name and contact information for any property management company involved (if any): n/a

C. Describe known outstanding charges owed by tenant for gas, electric, water, sewer, and garbage: n/a

VIII. EXISTENCE OF A METER CONSERVATION CHARGE, AS PERMITTED BY SECTION 58-37-50 THAT APPLIES TO ELECTRICITY OR NATURAL GAS SERVICE TO THE PROPERTY

A. Describe any utility company financed or leased property on the real property: none

B. Describe known delinquent charges for real property's gas, electric, water, sewer, and garbage: none

IX. WHETHER THE PROPERTY IS SUBJECT TO GOVERNANCE OF A HOMEOWNERS ASSOCIATION WHICH CARRIES CERTAIN RIGHTS AND OBLIGATIONS THAT MAY LIMIT THE USE OF THIS PROPERTY AND INVOLVE FINANCIAL OBLIGATIONS

	Yes*	No	No Representation
If Yes, owner must complete the attached Residential Property Disclosure Statement Addendum.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

X. PLEASE USE THE SPACE BELOW FOR "YES" ANSWER EXPLANATIONS AND ATTACH ANY ADDITIONAL SHEETS OR RELEVANT DOCUMENTS AS NEEDED

Bats currently in attic. Owner has contracted with Clark Pest Control for removal of bats.

Owner: DS DA () Purchaser: DS KEN () acknowledge receipt of a copy of this page which is Page 5 of 6.
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This disclosure does not limit the obligation of the purchaser to inspect the property and improvements which are the subject of the real estate contract. Purchaser is solely responsible for conducting their own offsite condition inspections and psychologically affected property inspections prior to entering into a real estate contract. The real estate licensees (acting as listing or selling agents, or other) have no duty to inspect the onsite or offsite conditions of the property and improvements. Purchaser should review all applicable documents (covenants, conditions, restrictions, bylaws, deeds, and similar documents) prior to entering into any legal agreements including any contract. The South Carolina Code of Laws describes the Residential Property Condition Disclosure Statement requirements and exemptions at § 27-50-10 (and following) which can be read online (www.sccstatehouse.gov or other websites).

Current status of property or factors which may affect the closing:

☐ Owner occupied ☐ Short sale ☐ Bankruptcy ☒ Vacant (How long vacant?) one year
☐ Leased ☐ Foreclosure ☐ Estate ☐ Other: _____
☐ Subject to Vacation/Short Term Rental

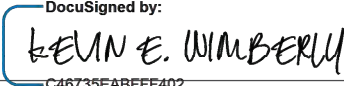
A Residential Property Condition Disclosure Statement Addendum ☐ is ☒ is not completed and attached. This addendum should be attached if the property is subject to covenants, conditions, restrictions, bylaws, rules, or is a condominium.



Owner acknowledges having read, completed, and received a copy of this Residential Property Condition Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature:  Date: 11/15/2023 Time: _____
DocuSigned by: A5A4C72DB307482...
Owner Printed Name: Darnell Hammonds
Owner Signature: _____ Date: _____ Time: _____
Owner Printed Name: _____

Purchaser acknowledges prior to signing this disclosure:

- Receipt of a copy of this disclosure
- Purchaser has examined disclosure
- Purchaser had time and opportunity for legal counsel
- This disclosure is not a warranty by the real estate licensees
- This disclosure is not a substitute for obtaining inspections of onsite and offsite conditions
- This disclosure is not a warranty by the owner
- Representations are made by the owner and not by the owner's agents or subagents
- Purchaser has sole responsibility for obtaining inspection reports from licensed home inspectors, surveyors, engineers, or other qualified professionals
- Purchaser has sole responsibility for investigating offsite conditions of the property including, but not limited to, adjacent properties being used for agricultural purposes

Purchaser Signature:  Date: _____ Time: _____
DocuSigned by: C46735EABFF402...
Purchaser Printed Name: KEVIN E. WIMBERLY
Purchaser Signature: _____ Date: _____ Time: _____
Purchaser Printed Name: _____

Owner: () (_____) Purchaser: () (_____) acknowledge receipt of a copy of this page which is Page 6 of 6.
Effective 6/1/2023



STATE OF SOUTH CAROLINA RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ADDENDUM



Prior to signing contract, owner shall provide this disclosure addendum to the purchaser if the property is subject to a homeowners association, a property owners association, a condominium owners association, a horizontal property regime, or similar organizations subject to covenants, conditions, restrictions, bylaws or rules (**CCRB**). These organizations are referred to herein as an owners association.

Purchaser should review the applicable documents (covenants, conditions, restrictions, bylaws, deeds, condominium master deed, and similar documents), all related association issues, and investigate the owners association prior to entering into any legal agreements including a contract. Owners association charges include any dues, fees, assessments, reserve charges, or any similar charges. Purchaser is solely responsible to determine what items are covered by the owners association charges.

Property Address: **7308 Pinedale Drive, Columbia, SC 29223**

Describe owners association charges: \$ _____ Per _____ (month/year/other)

What is the contact information for the owners association? _____

**As owner do you have any actual knowledge of answers to the following questions?
Please check the appropriate box to answer the questions below.**

	Yes	No	No Representation
1. Are there owners association charges or common area expenses?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Are there any owners association or CCRB resale or rental restrictions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Has the owners association levied any special assessments or similar charges?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Do the CCRB or condominium master deed create guest or visitor restrictions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Do the CCRB or condominium master deed create animal restrictions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Does the property include assigned parking spaces, lockers, garages or carports?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Are keys, key fobs or access codes required to access common or recreational areas?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will any membership other than owner association transfer with the properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Are there any known common area problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Is property or common area structures subject to South Carolina Coastal Zone Management Act?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Is there a transfer fee levied to transfer the property?*	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(*Questions does not include recording costs related to value or deed stamps.)			

Explain any yes answers in the space below and attach any additional sheets or relevant documents as needed: _____

Owner Signature: _____ DocuSigned by: Darnell Hammonds Date: 11/15/2023 Time: _____
A5A4C72DB307482...

Owner Signature: _____ Date: _____ Time: _____

Purchaser Signature: _____ DocuSigned by: KEVIN E. WIMBERLY Date: 12/21/2023 | 3:28:19 PM PST
046735EABFF402...

Purchaser Signature: _____ Date: _____ Time: _____



DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS ADDENDUM FOR AGREEMENT TO BUY AND SELL REAL ESTATE

Property Address: 7308 Pinedale Drive, Columbia, SC 29223

Lead Warning Statement

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

- DS**
DA (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- DS**
DA ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- DS**
DA (b) Records and reports available to the seller (check one below):
- ☐ Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

- _____ (c) Buyer has received copies of all information listed above.
- DS**
KEW (d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.
- KEW** (e) Buyer has (check one below):
- ☒ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- DS**
DA (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

DocuSigned by: <u>Darnell Hammonds</u> Seller	12/11/2023	DocuSigned by: <u>Penelope Gardner</u> Agent	12/21/2023 5:18:02
DocuSigned by: <u>Deborah Jackson</u> Agent	12/12/2023	DocuSigned by: <u>KEVIN E. WIMBERLY</u> Buyer	12/21/2023 3:28:19 PM PST
DocuSigned by: <u>KEVIN E. WIMBERLY</u> Buyer	12/21/2023 3:28:19 PM PST	DocuSigned by: <u>KEVIN E. WIMBERLY</u> Buyer	12/21/2023 3:28:19 PM PST

OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT

THIS **OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT** (the “*Agreement*”) is made and entered into as of the 15th day of February, 2024 (“*Effective Date*”), by and between **McGuinn Homes LLC**, a **South Carolina** limited liability company, (collectively, the “*Optionor*”) and **Reconciliation Ministries SC**, a **South Carolina** corporation (together with its permitted assigns, collectively, “*Optionee*”).

W I T N E S S E T H:

1. Option to Purchase. For and in consideration of the Deposit (as hereinafter defined) and in hand paid by Optionee to Optionor, receipt and legal sufficiency of which is hereby acknowledged by the parties hereto, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionor hereby grants to Optionee and its assigns the irrevocable right and option (“*Option*”) to purchase or lease, at any time through the Term (as hereinafter defined), the Property (as hereinafter defined), on the terms and conditions set forth in this Agreement.

2. Property Subject to Option. The following shall be the property subject to the Option (the “*Property*”):

All those certain pieces, parcels or lots of land with any improvements thereon, situate lying and being in or near 17 Stoopwood Court the City of Columbia, County of Richland, State of South Carolina, consisting of approximately **0.32 total acres**, bearing **Richland** County TMS # R06106-01-43 and more particularly described on **Exhibit A**.

3. Deposit; Option Payments.

(a) Within five (5) days of the Effective Date (as hereinafter defined), Optionee shall deliver to an escrow agent to be selected by Optionee (“*Escrow Agent*”), the sum of **\$2,000.00** (the “*Deposit*”). The Deposit shall constitute Optionee’s consideration for this Agreement. Upon receipt, Escrow Agent shall hold and disburse the Deposit in accordance with the terms of this Agreement. If Optionee exercises the Option, the Deposit shall be credited to Optionee at Closing.

(b) If Optionee has not delivered the Exercise Notice, as hereinafter defined, on or before the Option Expiration Date, then this Option Agreement shall automatically terminate, in which case the Deposit, less the sum of Ten and No/100 Dollars (\$10.00) (the “*Independent Consideration*”) shall refunded by Escrow Agent to Optionee, the Independent Consideration shall be delivered by Escrow Agent to Optionor, and the parties shall have no further rights or obligations under this Agreement, except those which expressly survive by their terms.

(c) In the event of a default by either party, the Deposit shall be paid in accordance with Section 14 below.

4. Option Term/Closing

(a) Term. The term of the Option shall commence on the Effective Date and continue until the date which is **Ninety (90) days** from the Effective Date (the “*Term*”), with the date on which the Term expires being the “*Option Expiration Date*”), unless terminated earlier at the option of Optionee. In no event shall the term of the Option extend more than one (1) year from the Effective Date, unless this Agreement is modified in writing by the parties to provide for such further extended Option term.

(b) Exercise Notice. At any time on or before the Option Expiration Date, Optionee may elect to exercise the Option to either purchase or lease the Property by providing Optionor written notification of its election ("**Exercise Notice**"). The date such notification is mailed, or hand delivered to Optionor shall be the "**Notification Date**." In the event Optionee timely elects to exercise the Option granted herein, the Closing (as hereinafter defined) of the Property shall proceed pursuant to the terms and conditions as set forth herein.

(c) All Portions of Property. In the event that Optionee elects to exercise this Option, it must be exercised as to all parcels of the Property, and Optionee may not exercise the Option with respect to only a portion of the Property.

(d) Closing. Provided that Optionee has timely delivered the Exercise Notice of the Option as set forth in Section 4(b) above, the closing of the purchase and sale or lease, as applicable, of the Property ("**Closing**") will be held at a location to be determined by the Optionee on any date ("**Closing Date**") which is on or before that date which is **Fifteen (15)** days following the expiration of the Term, at Optionee's option. Optionee shall give Optionor written notice of the Closing Date at least ten (10) days in advance thereof.

5. Purchase Price. The purchase price in the event Optionee elects to purchase the Property (the "**Purchase Price**") shall be \$ **341,431.40** plus the Assignment fee reimbursement of **\$10,170.00** for a total of **\$351,601.40**, to be paid in full at Closing.

6. Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Optionee and Optionor at Closing, with respect to the Purchase Price:

(a) All city, state, and county ad valorem taxes (other than rollback taxes) and similar impositions levied or imposed upon or assessed against the Property, if any, (hereinafter called the "**Impositions**") for the year in which Closing occurs shall be prorated as of the Closing Date. Optionor shall pay rollback taxes, if any. In the event the Impositions for such year are not determinable at the time of Closing, said Impositions shall be prorated on the basis of the best available information, and the parties shall re-prorate the Impositions for such year promptly upon the receipt of the imposition bills for such year and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount of the Impositions used as a basis for the proration at Closing and the actual amount of the Impositions for such year. This obligation shall survive Closing and recordation of the Deed, as hereinafter defined. In the event any of the Impositions are due and payable at the time of Closing, the same shall be paid at Closing. If the Impositions are not paid at Closing, Optionee shall be responsible for payment in full of the Impositions within the time fixed for payment thereof and before the same shall become delinquent.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

7. Title.

(a) Optionor covenants to convey to Optionee the Property at Closing, subject only to the following: (i) current city, state and county ad valorem taxes, if any, not yet due and payable; (ii) easements for the installation or maintenance of public utilities serving only the Property; (iii) those specific exceptions described by reference to recorded documents as reflected in the title insurance commitment, and all matters of record as of the Effective Date which are not the subject of a Title Objection; and (iv) matters deemed to be Permitted Exceptions pursuant to the terms of this Agreement (collectively, "**Permitted Exceptions**").

(b) Optionee shall, at Optionee's expense, examine the title to the Property and shall give Optionor written notice by the end of the Term of any objections to matters of title unacceptable to Optionee (each a "**Title Objection**"). Optionor shall have until ten (10) days from the date of receipt of such notice (the "**Optionor's Response Period**") in which to notify Optionee whether or not Optionor will satisfy any or all Title Objections specified in Optionee's initial notice of Title Objections ("**Optionor's Response Notice**"). In the event Optionor fails to deliver the Optionor's Response Notice by the end of the Optionor's Response Period, then Optionor shall be deemed to have elected and delivered an Optionor's Response Notice indicating that Optionor has elected not to cure any of the Title Objections. If Optionor elects not to satisfy any or all Title Objections, then, at the option of Optionee, Optionee may (i) terminate this Agreement by providing written notice within ten (10) days of receipt of Optionor's Response Notice (or deemed receipt thereof) ("**Title Termination Period**"), in which event the Deposit, less the Independent Consideration, shall be refunded to Optionee, with the Independent Consideration being paid to the Optionor and thereafter all obligations of the parties under this Agreement shall expire, and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect, or (ii) waive the Title Objection and in such event those Title Objections which Optionor has elected not to cure shall become Permitted Exceptions for all uses and purposes hereunder. If Optionee fails to terminate timely pursuant to (i), above, then Optionee shall be deemed have elected (ii), above. In the event that Optionor fails to cure any Title Objections that it has elected to cure by the Closing, then Optionee may: (x) extend the period of time in which Optionor has to cure the Title Objections until Optionor has satisfied such Title Objection and Optionor agrees to use its best efforts to satisfy any such Title Objection; (y) waive the Title Objection; or (z) pursue any other remedy available to Optionee under the terms of this Agreement. Subsequent to the Notification Date, Optionee may update title to the Property, and if any matters of title have arisen since the date of the Optionee's initial title examination, Optionee shall give written notice to Optionor of the same, and the same provisions shall apply with respect to the obligations of Optionor and Optionee's rights and remedies in the event that Optionor does not cure the Title Objections. Notwithstanding the foregoing or anything to the contrary, in the event that the Option Expiration Date falls during the Optionor's Response Period or Title Termination Period, then the Term shall be automatically extended until the expiration of the Title Termination Period.

8. Survey.

(a) Optionee may obtain, at Optionee's expense, a survey of the Property ("**Survey**") prepared by a surveyor registered and licensed in the State of South Carolina.

(b) Optionee shall, prior to the end of the Term, give Optionor written notice pursuant to this Agreement if Optionee objects to a specific matter which affects the Property shown on the said Survey (each a "**Survey Objection**"), and Optionor shall, within ten (10) days after Optionor has received notice (the "**Survey Response Period**"), elect by written notice to Optionee (the "**Survey Response Notice**") to either (i) at Optionor's sole cost and expense, take such actions as may be necessary to correct such of said objections as Optionee specifies in said notice, or (ii) decline to correct such objections. In the event Optionor fails to deliver the Survey Response Notice by the end of the Survey Response Period, then Optionor shall be deemed to have elected and delivered a Survey Response Notice indicating that Optionor has elected not to cure any of the Survey Objections. If Optionor elects not to satisfy any or all Survey Objections, then, at the option of Optionee, Optionee may (i) terminate this Agreement by providing written notice within ten (10) days of receipt of Optionor's Survey Response Notice (or deemed receipt thereof) ("**Survey Termination Period**"), in which event the Deposit, less the Independent Consideration, shall be refunded to Optionee, with the Independent Consideration being paid to the Optionor and thereafter all obligations of the parties under this Agreement shall expire, and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect, or (ii) proceed with this Agreement and waive the Survey Objection which Optionor has elected not to correct. If

Optionee fails to terminate timely pursuant to (i), above, then Optionee shall be deemed have elected (ii), above. In the event that Optionor fails to cure any Survey Objections that it has elected to cure by the Closing, then Optionee may: (x) extend the period of time in which Optionor has to cure the Survey Objections until Optionor has satisfied such Survey Objection and Optionor agrees to use its best efforts to satisfy any such Title Objection; (y) waive the Title Objection; or (z) pursue any other remedy available to Optionee under the terms of this Agreement. Notwithstanding the foregoing or anything to the contrary, in the event that the Option Expiration Date falls during the Survey Response Period or Survey Termination Period, then the Term shall be automatically extended until the expiration of the Survey Termination Period.

9. Investigation of the Property.

(a) Between the Effective Date hereof and the earlier of (i) Closing and (ii) the Option Expiration Date, Optionee and Optionee's agents and designees shall have the right to enter the Property, upon provision of not less than twenty-four (24) hours' notice to Optionor, for the purposes of inspecting the Property and making surveys, mechanical and structural engineering studies, and any other investigations and inspections as Optionee may reasonably require to assess the condition of the Property, including, without limitation, environmental reviews and assessments conducted under 24 CFR 58 as required by the Department of Housing and Urban Development prior to the commitment of any HUD funds; provided, however, that such activities by or on behalf of Optionee shall not damage the Property and shall not materially interfere with Optionor's normal ownership activities conducted on or from the Property.

(b) If Optionee is not satisfied with the Property for any reason determined by Optionee, in Optionee's sole discretion, then Optionee may terminate this Agreement by providing written notice (a "**Termination Notice**") to the Optionor and the parties shall have no further obligation to one another except those which expressly survive the termination of this Agreement. Upon delivery of a Termination Notice, (A) the Deposit, less the Independent Consideration, shall be refunded to the Optionee, (B) the Independent Consideration shall be released to Optionor, and (C) all obligations of the parties under this Agreement shall expire, and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect.

(c) Optionee hereby agrees to indemnify Optionor for all claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property) actually incurred by Optionor by reason of the Optionee's exercise of the rights, duties and privileges granted to Optionee in this Section 9. The obligations of Optionee contained in the immediately preceding sentence shall expressly survive the Closing or any termination of this Agreement, in each case for a period of six (6) months and shall not be subject to the liquidated damage provisions of Section 14(a) hereof.

10. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Optionor shall deliver to Optionee the following documents and instruments, duly executed by or on behalf of Optionor: (i) limited warranty deed, in recordable form (the "**Deed**"); (ii) an Owner's Affidavit, in form and substance reasonably acceptable to Optionee's title insurer, with respect to the Property; (iii) if reasonably required by Optionee's title insurer, a certificate of Optionor stating that Optionor is not a "foreign person" under §1445 of the Internal Revenue Code, as amended, and applicable regulations; (iv) such other documents as may be reasonably required by Optionee's title insurer as a condition to insuring Optionee's title to the Property free of exceptions other than the Permitted Exceptions; (v) if reasonably required by Optionee's title company, any seller's affidavits related to withholding taxes that are required by federal or state law, including without limitation an affidavit confirming that Optionor is not a "Nonresident" of South Carolina and is therefore exempt from the withholding requirements of Section 12-9-310 of the

Code of Laws of South Carolina. (If Optionor cannot give such affidavit, then Optionee will withhold the amount required by such statute and remit same to the South Carolina Department of Revenue); (vi) an affidavit in form and content acceptable to Optionee and Optionee's title insurance company that the Property does not constitute a majority of the assets of Optionor; and (vii) evidence in form and substance reasonably satisfactory to Optionee that Optionor has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

(b) Optionee shall deliver to Optionor the following funds, documents and instruments, duly executed on behalf of Optionee: (i) the Purchase Price and any other credits or prorations in accordance with the terms this Agreement; (ii) if applicable, an executed Lease, and (iii) evidence in form and substance reasonably satisfactory to Optionor that Optionee has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

11. Costs of Closing.

(a) Optionor shall pay, as applicable, Optionor's attorneys' fees, the commission of any broker involved in the sale of the Property, the transfer fees associated with the recording of the limited warranty deed, and other fees or charges of any kind or nature customarily paid by sellers in similar transactions in South Carolina.

(b) Optionee shall pay the Escrow Agent fees, its attorney fees, the costs associated with any financing obtained by Optionee, Optionee's inspection costs, all costs and expenses associated with the preparation of the title commitment and the premium for the owner's policy of title insurance to be issued in favor of Optionee insuring Optionee's title to the Property pursuant to Section 7(b) hereof, the cost of the Survey, and the recording costs associated with the recording of the Optionor's deed to Optionee. In addition, Optionee shall pay such other fees or charges of any kind or nature customarily paid by buyers in similar transactions in South Carolina.

(c) All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

12. Possession at Closing. In the event Optionee timely delivers its Exercise Notice, Optionor shall surrender possession of the Property to Optionee on the Closing Date.

13. Warranties, Representations, Additional Covenants of Optionor and Optionee.

(a) In order to induce Optionee to enter into this Agreement, Optionor represents and warrants to Optionee as follows:

(i) That, on the Closing Date, Optionor shall have fee simple title to the Property, subject only to the Permitted Exceptions.

(ii) That this Agreement has been duly authorized and executed on behalf of Optionor and constitutes the valid and binding agreement of Optionor, enforceable against Optionor in accordance with its terms.

(iii) There are no actions, suits or proceedings pending or threatened against, by or affecting Optionor which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Optionor under this Agreement, in any court or before any governmental authority, domestic or foreign; and that there are no pending, threatened or contemplated condemnation actions involving all or any portion of the Property.

(iv) That the execution and delivery of the documents and instruments to be executed and delivered by Optionor on the Closing Date, and the performance by Optionor of Optionor's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, are, to the best of Optionor's knowledge, consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Optionor is a party, or any judicial order or judgment of any nature by which Optionor is bound.

(v) That to the best of Optionor's knowledge, information, and belief, without duty of inquiry, other than any impact from utility lines or structures there are no storage tanks located on the Property, either above or below ground, or any underground pipes or lines on the Property, other than for potable water or sanitary sewer, nor were there any such tanks, pipes, or lines formerly on the Property.

(vi) Optionor has received no written notice that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances or regulations affecting the Property, and Optionor has no actual knowledge of any such violations. In the event Optionor receives notice of any such violations affecting the Property prior to Closing, Optionor promptly shall notify Optionee thereof.

(b) In the event Optionee timely delivers its Exercise Notice, the obligation of Optionee that arise to purchase or lease the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Optionor in this Agreement being true as of the date of this Agreement and as of the Closing Date, and Optionor having performed all covenants and obligations and complied with all conditions required of it by this Agreement in all material respects.

14. Remedies

(a) Provided that Optionee has timely delivered its Exercise Notice and further provided that Optionor is not in default under this Option, if the purchase and sale or lease, as applicable, of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Optionee under this Agreement and such default is not cured within ten (10) days after written notice by Optionor to Optionee specifying the default, the Deposit shall be retained by Optionor as full liquidated damages for such default. The parties acknowledge that Optionor's actual damages in the event of a default by Optionee under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are not intended as a penalty. Such retention of the Deposit shall be the sole and exclusive remedy of Optionor by reason of a default by Optionee under this Agreement, and Optionor hereby waives and releases any right to sue Optionee for specific performance of this Agreement or to prove that Optionor's actual damages for Optionee's failure to purchase or lease the Property exceed the amount which is herein provided to Optionor as full liquidated damages.

(b) Provided that Optionee has timely delivered its Exercise Notice and further provided that Optionee is not in default under this Option, if the purchase and sale or lease, as applicable, of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Optionor under this Agreement, then Optionee shall be entitled to either (i) terminate this Agreement by giving written notice to Optionor whereupon the Deposit shall be returned to Optionee, and Optionee shall be entitled to a reimbursement by Optionee's actual out-of-pocket expenses paid to third parties in connection with Optionee's entry into this Agreement and its proposed acquisition of the Property, including, reasonable attorneys' fees, actually incurred and this

Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder, or (ii) seek specific performance of this Agreement.

15. Condemnation. In the event of the taking of all or any portion of the Property by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Optionee shall have the right at Optionee's option, to terminate this Agreement by giving written notice thereof to Optionor prior to Closing, in which event the Deposit shall be refunded to Optionee promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Optionee does not so terminate this Agreement, Optionor shall assign to Optionee at Closing all rights of Optionor in and to any awards or other proceeds paid or payable thereafter by reason of any taking. Optionor shall notify Optionee of eminent domain proceedings within ten (10) days after Optionor learns thereof.

16. Assignment. This Agreement may be assigned by Optionee, without requirement of the consent of the Optionor, but with prior notice in writing to Optionor, *provided that*, (i) Optionee remains jointly and severally liable for the performance of each and every obligation under this Agreement; (ii) such assignee is an affiliate of Optionee under common ownership and control; and (iii) Optionee has reasonably determined that the assignee has adequate financial position to perform the obligations under this Agreement. Notwithstanding the foregoing, Optionee may assign this Agreement to a developer acceptable to Optionor in its reasonable discretion (a “*Developer*”) for the limit purpose of developing the Property for use by the Optionee or one of Optionee’s affiliates under common ownership and control (collectively, an “*Optionee Entity*”) as long as the Developer either conveys or leases the developed Property to an Optionee Entity following completion of construction. In the event of an assignment to a Developer, Optionee shall be required to deliver such documentation or other agreements as is reasonably required by the Optionor to confirm that the Property will be owned or occupied and operated by an Optionee Entity following the development of the Property.

17. Parties. This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

18. Brokers. Each party represents to the other that, except as set forth in this Section 18, no real estate broker has been or will be involved on its behalf and does hereby agree to be responsible for all claims, demands, actions and judgments of any brokers, agents and other intermediaries acting on its behalf as to alleging a commission, fee or other payment to be owing by reason of its dealings, negotiations, or communications in connection with this Agreement or the purchase and sale of the Property.

The obligations contained in this Section 18 shall expressly survive the Closing or any termination of this Agreement.

19. Survival. All of the representations, covenants and warranties of the parties in this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date for a period of two (2) years.

20. Modification. This Agreement supersedes all prior discussions and agreements between Optionee and Optionor with respect to the matters set forth herein and contains the sole and entire understanding between Optionee and Optionor with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Optionor and Optionee.

21. Applicable Law. This Agreement shall be governed construed under and interpreted and enforced in accordance with the laws of the State of South Carolina and any litigation hereunder shall be conducted in state or federal court in South Carolina.

22. Time. Time is and shall be of the essence of this Agreement.

23. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify, or amplify the terms of this Agreement.

24. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

25. Notices. All notices, elections and communications permitted or required hereunder shall be in writing, signed by the party making the same, and shall be delivered personally, sent by reputable overnight delivery service or by registered or certified mail, return receipt requested, at the addresses set forth below. The date of such notice or communication shall be the date of personal delivery, signed receipt for overnight delivery, or mailing as the case may be, unless otherwise specified herein. In the event any date on which any notice or election is required to be made hereunder falls on Saturday, Sunday or federal, state or county holiday, then, the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day.

Optionor: Reconciliation Ministries SC
P. O. Box 211846
Columbia, SC 29221
ATTN: Ashley Arrington
Phone: 803.727.7813

With a copy to: N/A

ATTN: _____
Phone: _____

Optionee: Mcguinn Homes, LLC
3300 Sunset Blvd Suite 102
West Columbia, SC 29070
ATTN: Wade McGuinn
Phone: 803.513.0114

With a copy to: _____

ATTN: _____
Phone: _____

26. Memorandum. If requested by Optionee, a memorandum of this Agreement shall be executed and duly acknowledged by Optionor and Optionee for the purpose of recording within ten (10) days written notice from Optionee to Optionor.

27. Exclusive Option. The Option granted to Optionee in this Agreement shall be exclusive to the Optionee. From the Effective Date and until the earlier of the Closing Date or earlier termination of this

Agreement pursuant to its terms, Optionee shall not market the Property, engage in negotiations with third-parties for the sale of the Property or otherwise solicit offers from third-parties for the sale of the Property.

28. 1031 Exchange. Optionor may structure this transaction as a like kind exchange pursuant to Section 1031 of the Internal Revenue Code. Optionee shall cooperate in effecting Optionor's exchange. Optionor will make all necessary arrangements for the exchange, pay all costs associated with the exchange and bear all other expenses and risks necessary to accomplish the exchange. Optionor's exchange shall be accomplished through a qualified intermediary, exchange agent or similar third party. Optionor's structuring the conveyance of the Property as an exchange shall not extend or delay the Closing of the Property unless agreed to by both parties.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Optionor has caused this Agreement to be executed by its duly authorized officer this ____ day of _____ 20__.

15/02/2024

OPTIONOR:

Reconciliation Ministries SC. a South Carolina corporation

By: Ashley Arrington
Ashley Arrington (Feb 15, 2024 15:12 EST)
Name: Ashley Arrington
Title: Executive Director

OPTIONEE SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Optionee has caused this Agreement to be executed by its duly authorized officer this ____ day of _____ 20__.

15/02/2024

OPTIONEE:

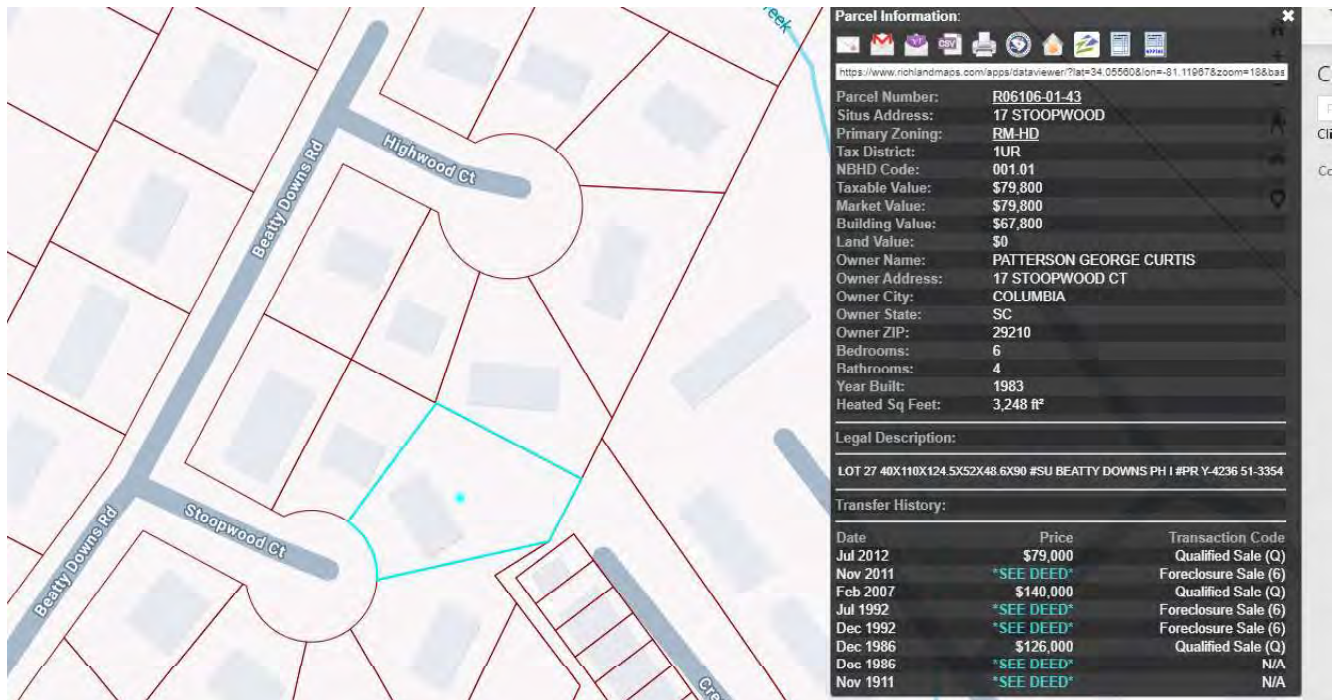
McGuinn Homes. LLC, a South Carolina corporation

By: Wade McGuinn

Name: S. Wade McGuinn

Title: Member Manager

EXHIBIT A **Legal Description of Property**











17 Stoopwood Court RMINC-MHLLC Option Agreement clean R3

Final Audit Report

2024-02-15

Created:	2024-02-15
By:	Kim Pocock (f3pocock@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAWEH_PHHQvGGe8AomiD7M7jPPxS59jP4W

"17 Stoopwood Court RMINC-MHLLC Option Agreement clean R3" History

-  Document created by Kim Pocock (f3pocock@gmail.com)
2024-02-15 - 7:40:14 PM GMT- IP address: 135.84.8.4
-  Document emailed to Ashley Arrington (aarrington@reconciliation-min.org) for signature
2024-02-15 - 7:40:20 PM GMT
-  Document emailed to S. Wade McGuinn (wade@mcguinnhomes.com) for signature
2024-02-15 - 7:40:20 PM GMT
-  Email viewed by S. Wade McGuinn (wade@mcguinnhomes.com)
2024-02-15 - 7:52:25 PM GMT- IP address: 207.144.49.146
-  Document e-signed by S. Wade McGuinn (wade@mcguinnhomes.com)
Signature Date: 2024-02-15 - 7:52:42 PM GMT - Time Source: server- IP address: 207.144.49.146
-  Email viewed by Ashley Arrington (aarrington@reconciliation-min.org)
2024-02-15 - 8:10:57 PM GMT- IP address: 104.47.59.254
-  Document e-signed by Ashley Arrington (aarrington@reconciliation-min.org)
Signature Date: 2024-02-15 - 8:12:42 PM GMT - Time Source: server- IP address: 24.211.50.98
-  Agreement completed.
2024-02-15 - 8:12:42 PM GMT

Richland County Council Request for Action

Subject:

Case # 23-026MA
Tony Lawton
RU to GC
113 Sease Road (1.14 Acres)
TMS # R04003-02-17

Notes:

First Reading: February 27, 2024
Second Reading:
Third Reading:
Public Hearing: February 27, 2024

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-24HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R04003-02-17 FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R04003-02-17 from Rural District (RU) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2024.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this _____ day of
_____, 2024

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing:	February 27, 2024
First Reading:	February 27, 2024
Second Reading:	March 5, 2024
Third Reading:	March 19, 2024

Richland County Council Request for Action

Subject:

An Ordinance amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; by adding Article VII entitled "Short-Term Rentals" so as to establish certain requirements for properties being used as short-term rentals, to define necessary terms, and to provide penalties

Notes:

February 27, 2024 – The D&S Committee recommended Council approve the attached short-term rental (STR) ordinance to ensure proper regulation practices are conducted for this industry type.

First Reading: March 5, 2024

Second Reading:

Third Reading:

Public Hearing:

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Zach Cavanaugh	Title:	Division Manager
Department:	Community Planning & Development	Division:	Business Service Center
Date Prepared:	February 6, 2024	Meeting Date:	February 27, 2024
Legal Review	Christopher Ziegler via email	Date:	February 12, 2024
Budget Review	Maddison Wilkerson via email	Date:	February 9, 2024
Finance Review	Stacey Hamm via email	Date:	February 9, 2024
Approved for consideration:		Assistant County Administrator	Aric A Jensen, AICP
Meeting/Committee	Development & Services		
Subject	Short Term Rental Draft Ordinance		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the attached short-term rental (STR) ordinance to ensure proper regulation practices are conducted for this industry type.

Request for Council Reconsideration: ☐ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Currently, adoption of the proposed licensing regulations can be implemented with existing staffing levels because it is anticipated that a relatively small number of STRs will be permitted once the revised County Land Development Code (LDC) goes into effect on March 01, 2024. If the County LDC were modified to allow STRs in more zoning districts, or if State Legislators were to pass a bill preventing local government land use ordinances from proscribing STRs, then additional staffing would be necessary (see estimated cost below).

There are at least three bills before the South Carolina Legislature that, if adopted, would significantly restrict the County's ability to limit short-term rentals. There is no indication that any will pass in the immediate future; but if they did, it is estimated that the Business Service Center would need two additional staff members to implement and manage the Short-Term Rental Licensing program for Richland County. One staff member would be responsible for the in-office needs of the STR ordinance while the second staff member would handle the field compliance aspect thereof.

Estimated Cost if STRs were allowed County-wide:

Assuming two new positions, the first year would cost approximately \$136,000, and subsequent years would start at approximately \$102,000 (see detailed cost breakout below).

Salaries	\$78,669.30 - \$125,820.88
FICA Employer's Share	\$6,018.20
SC Regular Retirement	\$14,601.02
Vehicle	\$27,475
Computers	\$2,800
Monitors	\$1,000
Mobile Devices	\$1,122.72
Membership & Dues	\$200
Training	\$1,000
Desk Phones	\$400
Desk/Chairs	\$2,000
Uniforms and Equipment	\$500
Office Supplies	\$500
Minimum Start-Up Cost Total	\$136,286.24

Cost Breakdown Annual Cost

Salaries	\$78,669.30 - \$125,820.88
FICA Employer's Share	\$6,018.20
SC Regular Retirement	\$14,601.02
Mobile Devices	\$622.72
Membership & Dues	\$200
Training	\$1,000
Uniforms and Equipment	\$500
Office Supplies	\$500
Minimum Annual Cost Total	\$102,111.24

Applicable department/grant key and object codes:

- 1100174000-511100- Salaries & Wages
- 1100174000-512200 - FICA Employer's Share
- 1100174000-513100 - SC Regular Retirement
- 1100174000-531300- Automotive Equipment
- 1100174000-521000- Office Supplies
- 1100174000-529500- Non-Capital Assets Under \$5,000
- 1100174000-526200- Beepers/Cell Phones/Pagers
- 1100174000-521400- Membership & Dues
- 1100174000-526400- Employee Training
- 1100174000-524100- Uniforms & Equipment

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

The legislation proposed by the House would prohibit the County from enforcing an ordinance, regulation, or resolution that would prohibit the rental of a residential dwelling to a short-term guest. If passed, this would not prohibit the establishment of certain requirements to operate a short-term rental so long as an ordinance would not expressly prohibit short-term rentals.

The legislation proposed by the Senate adopts a broader approach by banning the County from prohibiting or *effectively prohibiting* short-term rentals. The language of the bill would only allow the regulation of a short-term rental under certain circumstances. This bill is currently in committee and currently there is no sign of it being called to the floor in the near future. However, if this changes, it would be in the best interest of the County to reassess the ordinance to ensure that any actions undertaken would not conflict with State statutes.

REGULATORY COMPLIANCE:

The 2021 Richland County Land Development Code (LDC) allows short-term rentals (STR) in certain limited zoning designations. Council previously provided direction to have a business license ordinance in place to assure that STRs met basic safety and operational standards, and so that appropriate licensing fees were collected. This ordinance was previously considered and deferred by the Committee until current bills before the State Legislature were completed or it was determined that they would not conflict with this proposed ordinance. As previously stated, there are three bills introduced at the State Legislature that could affect how STRs are regulated. All three would effectively prevent the County from proscribing STRs, but none of them as drafted would prevent the County from licensing them and assessing a reasonable licensing tax.

The proposed STR ordinance has been prepared in consultation with the County Attorney's Office, the Building Inspections Department, and the Emergency Services Department to assure compliance with applicable State statutes, building codes, and life-safety codes. The Committee may request an opinion from the County Attorney if it has any concerns regarding potential legal conflicts.

MOTIONS OF ORIGIN:

1. "Direct the Administrator to create regulations for the operation of Short-Term Rentals (STRs) in unincorporated Richland County. Those regulations would be listed as an amendment to the current Ordinance relating to residential rental property regulations similar to the Absentee Landlord Ordinance that is currently being considered. Consideration should be given to licensing, safety measures, number of occupants allowed, effects on infrastructure such as sewer and water, EMS and Law Enforcement potential response and not having them create a nuisance in the neighborhood." [The Honorable Bill Malinowski, formerly of District 1, 06 December 2022]
2. "Direct the County Administrator to work with staff to ensure the proposed Short-Term Rental Ordinance requires each homeowner who wishes to provide a short-term rental to obtain a business license and pay accommodation taxes." [The Honorable Bill Malinowski, formerly of District 1, (Terracio), 03 January 2023]

Council Member	The Honorable Bill Malinowski, Formerly of District 1, and the Honorable Allison Terracio, District 5
Meeting	Regular Session
Date	January 3, 2023

STRATEGIC & GENERATIVE DISCUSSION:

The Richland County Short-Term Rental (STR) ordinance draft is a combination of the City of Columbia's newly adopted ordinance and the time-tested Hilton Head Islands ordinance. Sections from both ordinances were used to create Richland County's ordinance which aligns with the current capabilities within the Business Service Center along with the STR business community.

By adopting a STR ordinance, Richland County would gain the ability to collect revenue and oversee the operation of STRs within unincorporated Richland County. This will ensure Richland County is promoting public safety by mitigating, to certain extent, public nuisance complaints and other issues resulting from STR operations. The STR ordinance as drafted would specifically generate business license tax and local accommodation tax revenue.

The proposed STR ordinance would require owners and operators of an STR to obtain a Richland County business license if the STR unit is located within unincorporated Richland County, along with the collection and remittance of Local Accommodation Tax (3%) each month. This is the same requirement already in place for hotel/motels operating in unincorporated Richland County.

The increased business license tax revenue from the STR program is projected to be \$70,800 annually if 500 short term rentals are licensed with an annual gross revenue of \$100,000.

The increased revenue from local accommodation taxes from 500 licensed STRs with an annual gross revenue of \$100,000 is projected to be \$1,500,000.

If Richland County does not pass a STR ordinance, it would forego the annual collection of business license tax revenue and monthly local accommodation tax revenue, and the County's ability to regulate and ameliorate nuisance complaints would be curtailed.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Objective 1.5 - Collaborate with other governments: Richland County collaborated with multiple governmental agencies who already have and operate STR programs to develop the proposed ordinance draft.

Objective 3.1 - Align budget to priorities and seek alternative revenue sources: Adopting a STR ordinance would allow Richland County to collect additional business license and local accommodation tax revenue.

ATTACHMENTS:

1. Richland County Short-Term Rental (STR) Ordinance Draft
2. House Bill 3253
3. House Bill 4573
4. Senate Bill 953

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 16, LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS; BY ADDING ARTICLE VII ENTITLED "SHORT-TERM RENTALS" SO AS TO ESTABLISH CERTAIN REQUIREMENTS FOR PROPERTIES BEING USED AS SHORT-TERM RENTALS, TO DEFINE NECESSARY TERMS, AND TO PROVIDE PENALTIES.

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

SECTION I. The Richland County Code of Ordinances, Chapter 16, is hereby amended by adding:

ARTICLE VII. SHORT-TERM RENTALS

Section 16-80. Unless otherwise specified, the requirements and provisions of this article shall apply to owner-occupied and non-owner-occupied short-term rentals (collectively called "short-term rentals") made available to occupants for periods of less than 30 consecutive days in the unincorporated area of Richland County. This article does not apply to rentals rented for a period of more than thirty (30) days or hotels, motels, bed and breakfast establishments, or inns that are subject to and compliant with the County's business license and other applicable Code requirements.

Section 16-81. (a) Unless otherwise expressly stated, the following terms shall, for the purposes of this article, mean:

- (1) Citation means a charge or formal written accusation of violation of a county, state or federal law, regulation or ordinance.
- (2) Guest means any person who occupies a short-term rental.
- (3) Overnight occupancy means the occupancy of a premises between the hours of 12:00 am and 7:00 am.

- (4) Owner-occupied means a property that is lawfully classified as owner-occupied by the Richland County Assessor's Office and is receiving the four percent special assessment ratio.
- (5) Non-owner occupied means a property that is not classified as owner-occupied by the Richland County Assessor's Office and is primarily used for rent for transient occupancy by guests.
- (6) Responsible local representative means a person having his or her place of residence or business office within 45 miles of the short-term rental property and designated by the property owner as the agent responsible for operating such property or portion of property in compliance with the county's ordinances and having been authorized by appointment to accept service of process on behalf of the owner pursuant to Rule 4(d)(1) of the South Carolina Rules of Civil Procedure.
- (7) Short-term rental means leasing of a short-term rental property or permitting the occupancy of a short-term rental property or other property by a lease or any other form of agreement. Hotels, motels, bed and breakfast establishments, and inns are excluded from this definition.
- (8) Short-term rental property means any residential property, either owner occupied or non-owner occupied, in the unincorporated area of Richland County that, in whole or in part, is offered for lease or occupancy under a lease or any other form of agreement for periods of less than thirty (30) days.
- (9) Transient occupancy means the lease or occupancy of a guest for a period of not more than thirty (30) consecutive days.

Section 16-82. The following regulations apply to all properties being used as a short-term rental in the unincorporated area of Richland County:

- (a) Any advertisement for a short-term rental by the owner or responsible local representative is deemed sufficient to determine that a property or portion of a property is being offered as a short-term rental.
- (b) The owner or responsible local representative offering a property or portion of a property as a short-term rental shall obtain a business license and comply with all

business license and revenue collection laws of the Richland County and State of South Carolina.

- (c) The owner or responsible local representative of a permitted short-term rental shall ensure the short-term rental property complies with all County ordinances at all times
- (d) A safety inspection to ensure compliance with the provisions of this Article may be performed by the County or its designated third-party as deemed necessary by the County. The County must provide the owner or responsible local representative with 24-hour notice unless a serious violation of a county, state or federal law, regulation or ordinance exists and immediate remediation is necessary to protect the health, safety, and welfare of the immediate area.
- (e) The property owner or responsible local representative shall maintain the following which shall be made available to the County upon request:
 - (1) For a period of two years, records demonstrating compliance with these provisions, including but not limited to, information demonstrating residency, if required, and the number of days per calendar year the residential unit has been rented as a short-term rental; and
 - (2) The name and phone number of each short-term guest that booked the short-term rental for the previous two years.
- (f) The property owner or responsible local representative must be willing to take phone calls at all times to address issues with the short-term rental. The responsible local representative must be authorized to accept service of process on behalf of the owner.
- (g) The guest making the booking or reservation for a short-term rental shall be at least 18 years of age.
- (h) The short-term rental shall not be available for occupancy for a period of less than one night.
- (i) At a minimum, the following shall be made available in written form to each short-term guest:
 - (1) Emergency contact numbers

- (2) The name and contact information for the owner or responsible local representative;
 - (3) Instructions or a diagram of the designated parking spaces; and
 - (4) All short-term rental property rules imposed on guests by the owner.
- (j) Two parking spaces per short-term rental property must be made available and designated. Guests must be notified of the parking plan and the maximum number of vehicles allowed.
- (k) The maximum overnight occupancy of a short-term rental shall not exceed two persons, excluding minor children, per bedroom, as defined in the International Building Code, plus two additional people per dwelling unit.
- (l) The owner or responsible local representative shall be responsible for determining that any guest occupying the short-term rental is listed in the booking or reservation for the short-term rental.

Section 16-83. Violations

- (a) It is a violation of this Article to:
 - (1) lease or advertise a property or portion of a property as a short-term rental without first complying with the requirements of this Article; or
 - (2) otherwise fail to comply with a requirement of this Article.
- (b) In addition to appropriate civil and equitable remedies for the enforcement of this Article, an owner or responsible local representative who violates the provisions of this Article is deemed guilty of an infraction. An infraction is subject to punishment under the general penalty provisions of Section 1-8 of this Code of Ordinances. Each day of violation is considered a separate offense.

SECTION II. Effective Date. This ordinance shall be enforced from and after _____.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2023.

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

South Carolina General Assembly
125th Session, 2023-2024

H. 3253**STATUS INFORMATION**

General Bill

Sponsors: Reps. Hewitt, Oremus, Kilmartin, May, Atkinson, Hayes, Connell, Hager, Kirby, Bailey, Schuessler, Haddon and Robbins

Document Path: LC-0082PH23.docx

Introduced in the House on January 10, 2023

Currently residing in the House

Summary: Short-term rentals

HISTORY OF LEGISLATIVE ACTIONS

Date	Body	Action Description with journal page number
12/8/2022	House	Prefiled
12/8/2022	House	Referred to Committee on Medical, Military, Public and Municipal Affairs
1/10/2023	House	Introduced and read first time (House Journal-page 110)
1/10/2023	House	Referred to Committee on Medical, Military, Public and Municipal Affairs (House Journal-page 110)
2/1/2023	House	Member(s) request name added as sponsor: J. Moore
2/16/2023	House	Member(s) request name added as sponsor: May, Atkinson, Hayes, Connell, Hager, Kirby, Bailey, Schuessler
2/21/2023	House	Member(s) request name removed as sponsor: J. Moore
3/1/2023	House	Member(s) request name added as sponsor: Haddon
3/29/2023	House	Member(s) request name added as sponsor: Robbins

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VERSIONS OF THIS BILL

12/08/2022

1
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9 **A BILL**
10

11 TO AMEND THE SOUTH CAROLINA CODE OF LAWS BY ADDING SECTION 6-1-195 SO AS
12 TO PROHIBIT A GOVERNING BODY OF A MUNICIPALITY, COUNTY, OR OTHER
13 POLITICAL SUBDIVISION OF THE STATE FROM ENACTING OR ENFORCING AN
14 ORDINANCE, RESOLUTION, OR REGULATION THAT PROHIBITS THE RENTAL OF A
15 RESIDENTIAL DWELLING TO A SHORT-TERM GUEST, TO PROVIDE PENALTIES, AND TO
16 DEFINE TERMS.
17

18 Be it enacted by the General Assembly of the State of South Carolina:
19

20 SECTION 1. Article 1, Chapter 1, Title 6 of the S.C. Code is amended by adding:
21

22 Section 6-1-195. (A) Notwithstanding another provision of law, a governing body of a
23 municipality, county, or other political subdivision of the State may not enact or enforce an ordinance,
24 resolution, or regulation that prohibits the rental of a residential dwelling to a short-term guest.

25 (B) A municipality, county, or other political subdivision of the State that enacts or enforces an
26 ordinance, resolution, or regulation that violates the provisions of subsection (A) may not:

27 (1) assess or collect the six percent property assessment ratio for qualifying real property pursuant
28 to Section 12-43-220(e); and

29 (2)(a) receive any distributions from the Local Government Fund pursuant to Chapter 27, Title 6;
30 and

31 (b) the Office of the State Treasurer shall withhold the municipality's, county's, or political
32 subdivision's State Aid to Subdivisions Act distribution until the ordinance, resolution, or regulation
33 in violation of subsection (A) is repealed.

34 (C) This section supersedes and preempts any ordinance, resolution, or regulation enacted by a
35 municipality, county, or other political subdivision of the State that purports to prohibit the rental of a
36 residential dwelling to a short-term guest.

37 (D) For purposes of this section:

38 (1) "Residential dwelling" means any building, structure, or part of the building or structure, that
39 is used or intended to be used as a home, residence, or sleeping place by one or more persons to the
40 exclusion of all others.

41 (2) "Short term rental" means a residential dwelling that is offered for rent for a fee and for fewer

1 than twenty-nine consecutive days.

2 (3) “Short term guest” means a person who rents a short-term rental.

3
4 SECTION 2. This act takes effect upon approval by the Governor.

5 ----XX----

South Carolina General Assembly
125th Session, 2023-2024

H. 4573

STATUS INFORMATION

General Bill

Sponsors: Reps. Hewitt and Clyburn

Document Path: LC-0447WAB24.docx

Introduced in the House on January 9, 2024

Currently residing in the House Committee on **Medical, Military, Public and Municipal Affairs**

Summary: The Private Property Protection Act of 2024

HISTORY OF LEGISLATIVE ACTIONS

Date	Body	Action Description with journal page number
11/16/2023	House	Prefiled
11/16/2023	House	Referred to Committee on Medical, Military, Public and Municipal Affairs
1/9/2024	House	Introduced and read first time (House Journal-page 86)
1/9/2024	House	Referred to Committee on Medical, Military, Public and Municipal Affairs (House Journal-page 86)

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VERSIONS OF THIS BILL

11/16/2023

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9 **A BILL**
10

11 TO AMEND THE SOUTH CAROLINA CODE OF LAWS BY ENACTING THE “PRIVATE
12 PROPERTY PROTECTION ACT OF 2024”; AND BY ADDING SECTION 6-1-195 SO AS TO
13 PROHIBIT A GOVERNING BODY OF A MUNICIPALITY, COUNTY, OR OTHER POLITICAL
14 SUBDIVISION OF THE STATE FROM ENACTING OR ENFORCING AN ORDINANCE,
15 RESOLUTION, OR REGULATION THAT PROHIBITS THE RENTAL OF A RESIDENTIAL
16 DWELLING TO A SHORT-TERM GUEST, TO PROVIDE PENALTIES, AND TO DEFINE
17 TERMS.
18

19 Be it enacted by the General Assembly of the State of South Carolina:
20

21 SECTION 1. This act may be cited as the “Private Property Protection Act of 2024”.
22

23 SECTION 2. Article 1, Chapter 1, Title 6 of the S.C. Code is amended by adding:
24

25 Section 6-1-195.(A) Notwithstanding another provision of law, a governing body of a municipality,
26 county, or other political subdivision of the State may not enact or enforce an ordinance, resolution, or
27 regulation that prohibits the rental of a residential dwelling to a short-term guest.

28 (B) A municipality, county, or other political subdivision of the State that enacts or enforces an
29 ordinance, resolution, or regulation that violates the provisions of subsection (A) may not:

30 (1) assess or collect the six percent property assessment ratio for qualifying real property pursuant
31 to Section 12-43-220(e); and

32 (2)(a) receive any distributions from the Local Government Fund pursuant to Chapter 27, Title 6;
33 and

34 (b) the Office of the State Treasurer shall withhold the municipality’s, county’s, or political
35 subdivision’s State Aid to Subdivisions Act distribution until the ordinance, resolution, or regulation
36 in violation of subsection (A) is repealed.

37 (C) This section supersedes and preempts any ordinance, resolution, or regulation enacted by a
38 municipality, county, or other political subdivision of the State that purports to prohibit the rental of a
39 residential dwelling to a short-term guest.

40 (D) For purposes of this section:

41 (1) “Residential dwelling” means any building, structure, or part of the building or structure, that

1 is used or intended to be used as a home, residence, or sleeping place by one or more persons to the
2 exclusion of all others.

3 (2) "Short-term rental" means a residential dwelling that is offered for rent for a fee and for fewer
4 than twenty-nine consecutive days.

5 (3) "Short-term guest" means a person who rents a short-term rental.

6
7 SECTION 3. This act takes effect upon approval by the Governor.

8 -----XX-----

South Carolina General Assembly
125th Session, 2023-2024

S. 953

STATUS INFORMATION

General Bill

Sponsors: Senators Adams, Hutto, Senn, Reichenbach, Kimbrell and Talley

Document Path: SR-0457KM23.docx

Introduced in the Senate on January 11, 2024

Currently residing in the Senate

Summary: Short-Term Rentals

HISTORY OF LEGISLATIVE ACTIONS

Date	Body	Action Description with journal page number
1/11/2024	Senate	Introduced and read first time (Senate Journal-page 4)
1/11/2024	Senate	Referred to Committee on Judiciary (Senate Journal-page 4)
1/16/2024		Scrivener's error corrected

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VERSIONS OF THIS BILL

01/11/2024

01/16/2024

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9 **A BILL**
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11 TO AMEND THE SOUTH CAROLINA CODE OF LAWS BY ADDING SECTION 6-1-2100 SO AS
12 TO PROVIDE DEFINITIONS RELATED TO LODGING MARKETPLACES; BY ADDING
13 SECTION 6-1-2110 SO AS TO PROHIBIT A GOVERNING BODY FROM PROHIBITING
14 SHORT-TERM RENTALS EXCEPT UNDER CERTAIN CIRCUMSTANCES; BY AMENDING
15 SECTION 6-1-510, RELATING TO DEFINITIONS CONCERNING LOCAL
16 ACCOMMODATIONS TAXES, SO AS TO INCLUDE OPERATORS OF LODGING
17 MARKETPLACES IN THE DEFINITION OF LOCAL ACCOMMODATIONS TAX; BY
18 AMENDING SECTION 6-1-520, RELATING TO THE IMPOSITION OF LOCAL
19 ACCOMMODATIONS TAX, SO AS TO PROVIDE THAT LOCAL GOVERNING BODIES
20 IMPOSING A LOCAL ACCOMMODATIONS TAX MUST NOTIFY THE DEPARTMENT OF
21 REVENUE AND THE STATE TREASURER; BY AMENDING SECTION 6-1-570, RELATING TO
22 REMITTING TAX TO A LOCAL GOVERNING BODY, SO AS TO PROVIDE THAT LOCAL
23 ACCOMMODATIONS TAXES MUST BE COLLECTED, REMITTED, AND ADMINISTERED IN
24 THE SAME MANNER AS IN SECTION 12-36-920; BY AMENDING SECTION 6-1-620,
25 RELATING TO DEFINITIONS RELATED TO THE BEACH PRESERVATION ACT, SO AS TO
26 INCLUDE RENTALS FACILITATED BY A LODGING MARKETPLACE IN THE DEFINITION
27 OF BEACH PRESERVATION FEE; BY AMENDING SECTION 6-1-630, RELATING TO BEACH
28 PRESERVATION FEES, SO AS TO PROVIDE THAT THE LOCAL GOVERNING BODY
29 ISSUING A TAX PURSUANT TO THIS SECTION MUST NOTIFY THE DEPARTMENT OF
30 REVENUE AND THE STATE TREASURER; BY AMENDING SECTION 6-1-650, RELATING TO
31 NOTICE OF DROPPED RENTAL PROPERTY, SO AS TO EXEMPT LODGING
32 MARKETPLACES; BY AMENDING SECTION 5-7-30, RELATING TO POWERS CONFERRED
33 UPON MUNICIPALITIES, SO AS TO PROVIDE THAT ANY TAXES IMPOSED UPON
34 LODGING ACCOMMODATIONS BE COLLECTED AND ADMINISTERED BY THE
35 DEPARTMENT OF REVENUE IN THE SAME MANNER AS IN SECTION 12-36-920; BY
36 AMENDING SECTION 12-36-70, RELATING TO THE DEFINITION OF "RETAILER" AND
37 "SELLER", SO AS TO PROVIDE THAT A PERSON OPERATING AS A LODGING
38 MARKETPLACE BE CONSIDERED A "RETAILER" OR "SELLER"; BY ADDING SECTION
39 12-36-72 SO AS TO PROVIDE A DEFINITION FOR A LODGING MARKETPLACE; BY
40 AMENDING SECTION 12-36-920, RELATING TO THE TAX ON ACCOMMODATIONS FOR
41 TRANSIENTS, SO AS TO PROVIDE THAT TRANSACTIONS BY LODGING MARKETPLACES
42 ARE SUBJECT TO THE SEVEN PERCENT SALES TAX; AND BY REPEALING SECTION
43 12-36-922 RELATING TO ACCOMMODATIONS TAX RETURN INFORMATION.
44

45 Be it enacted by the General Assembly of the State of South Carolina:
46

47 SECTION 1. Chapter 1, Title 6 of the S.C. Code is amended by adding:
48

49 Article 10
50

Lodging Marketplaces

Section 6-1-2100. For purposes of this article:

(1) “Effectively prohibit” means the local governing body acts or fails to act in a manner that results in the property owner, lodging operator, or tenant being prevented from using the owner’s property as a short-term rental unit after reasonable compliance with generally applicable laws.

(2) “Local governing body” means the governing body of a city, municipality, county, or other political subdivision of this State that has authority to enact a zoning ordinance, resolution, regulation, rule, or other requirement of any type regarding land use in its jurisdiction.

(3) “Lodging marketplace” means a person or entity that:

(a) provides for consideration, regardless of whether the consideration is deducted as a fee from the transaction, an online application, software, website, system, or other medium, through which short term rentals in this state are advertised or offered to the public as available; and

(b) directly or indirectly provides or maintains a platform for goods or services by providing a payment system that facilitates a transaction between two platform users.

(4) “Lodging accommodations” means any dwelling unit, room, campground space, lodging, or sleeping accommodation furnished to transient guests for consideration.

(5) “Lodging operator” means a person who rents to an occupant any lodging accommodation offered through a lodging marketplace.

(6) “Lodging transaction” means a charge to an occupant by a lodging operator for the occupancy of any lodging accommodation.

(7) “Unaffiliated third party” means a person who is not owned or controlled, directly or indirectly, by the same interests.

(8) “Short-term rental” means any single-family house, dwelling unit, room, or any unit or group of units in a condominium, cooperative or timeshare, or home that is offered for a fee and for less than thirty consecutive days. Short-term rentals do not include a unit that is used for any nonresidential use, including retail, restaurant, banquet space, event center, or another similar use.

Section 6-1-2110. (A) A local governing body shall not prohibit or effectively prohibit short-term rentals within its jurisdictional boundaries.

(B) A local governing body may not:

(1) restrict the use of or regulate short-term rentals based on their classification, use, frequency, or duration; or

(2) enact or enforce a law, ordinance, regulation, or plan that regulates or prohibits short-term rentals unless the law, ordinance, regulation, or plan is enacted to:

(1) protect the public's health and safety, including rules and regulations related to residential fire

1 and building codes, health and sanitation, transportation or traffic control, noise levels, solid or
2 hazardous waste and pollution control, and designation of an emergency point of contact, if the local
3 governing body demonstrates that the rule or regulation is for the primary purpose of protecting the
4 public's health and safety, provided that enforcement would not expressly or effectively prohibit or
5 limit the use of a property as a short-term rental, and provided that the regulation is enforced by the
6 local governing body in the same manner as for similar properties that are not short-term rentals;

7 (2) require the registration of a short-term rental with the local governing body prior to the
8 commencement of operations. Local governing bodies may impose a fine for failure to register under
9 the registration program; or

10 (3) limit or prohibit the use of short-term rentals for the purposes of housing sex offenders,
11 operating or maintaining a structured, sober-living home, selling illegal drugs, liquor control, or
12 pornography, obscenity, nude or topless dancing, and other adult-oriented businesses.

13 (C) The local governing body shall not:

14 (1) regulate the operation of a lodging marketplace; or

15 (2) require a lodging marketplace to provide personally identifiable information of users without
16 an administrative subpoena or court order.

17 (D) This section does not apply to private entities or homeowners' associations.

18
19 SECTION 2. Section 6-1-510 of the S.C. Code is amended to read:

20
21 Section 6-1-510. As used in this article:

22 (1) "Local accommodations tax" means a tax on the gross proceeds derived from the rental or charges
23 for accommodations furnished to transients as provided in Section 12-36-920(A) and which is imposed
24 on every person engaged or continuing within the jurisdiction of the imposing local governmental body
25 in the business of furnishing accommodations to transients for consideration-, including persons
26 operating as a lodging marketplace as defined in Section 12-36-72.

27 (2) "Local governing body" means the governing body of a county or municipality.

28 (3) "Positive majority" means a vote for adoption by the majority of the members of the entire
29 governing body, whether present or not. However, if there is a vacancy in the membership of the
30 governing body, a positive majority vote of the entire governing body as constituted on the date of the
31 final vote on the imposition is required.

32 (4) "Workforce housing" means residential housing for rent or sale that is reasonably and
33 appropriately priced for rent or sale to a person or family whose income falls within thirty percent and
34 one hundred twenty percent of the median income for the local area, with adjustments for household
35 size, according to the latest figures available from the United States Department of Housing and Urban
36 Development (HUD).

1
2 SECTION 3. Section 6-1-520 of the S.C. Code is amended to read:

3
4 Section 6-1-520.(A) A local governing body may impose, by ordinance, a local accommodations
5 tax, not to exceed three percent. However, an ordinance imposing the local accommodations tax must
6 be adopted by a positive majority vote. The governing body of a county may not impose a local
7 accommodations tax in excess of one and one-half percent within the boundaries of a municipality
8 without the consent, by resolution, of the appropriate municipal governing body.

9 (B) A local governing body that imposes a local accommodations tax shall notify the Department of
10 Revenue and the State Treasurer through delivery of a certified copy of the ordinance adopted by the
11 local governing body imposing the tax at least sixty days prior to the effective date of the ordinance.

12 (C) All proceeds from a local accommodations tax must be kept in a separate fund segregated from
13 the imposing entity's general fund. All interest generated by the local accommodations tax fund must
14 be credited to the local accommodations tax fund.

15
16 SECTION 4. Section 6-1-570 of the S.C. Code is amended to read:

17
18 Section 6-1-570. The tax provided for in this article must be collected, remitted, and administered in
19 the same manner as the tax imposed by Section 12-36-920. ~~to the local governing body on a monthly~~
20 ~~basis when the estimated amount of average tax is more than fifty dollars a month, on a quarterly basis~~
21 ~~when the estimated amount of average tax is twenty five dollars to fifty dollars a month, and on an~~
22 ~~annual basis when the estimated amount of average tax is less than twenty five dollars a month.~~

23
24 SECTION 5. Section 6-1-620 of the S.C. Code is amended to read:

25
26 Section 6-1-620. As used in this article:

27 (1) "Beach preservation fee" means a fee imposed on the gross proceeds derived from the rental or
28 charges for accommodations furnished to transients for consideration within the jurisdiction of the
29 governing body which are subject to the tax imposed pursuant to Section 12-36-920(A), including
30 rentals facilitated by a lodging marketplace, as defined in Section 12-36-72.

31 (2) "Governing body" means the governing body of a qualified coastal municipality.

32 (3) "Qualified coastal municipality" means a municipality bordering on the Atlantic Ocean that has
33 a public beach within its corporate limits and which imposes a local accommodations tax pursuant to
34 Section 6-1-520 that does not exceed one and one-half percent pursuant to the limitations imposed
35 pursuant to Section 6-1-540.

1 SECTION 6. Section 6-1-630 of the S.C. Code is amended to read:

2
3 Section 6-1-630.(A) The governing body of a qualified coastal municipality by ordinance, subject
4 to a referendum, may impose a beach preservation fee not to exceed one percent.

5 (B) Upon the adoption of an ordinance calling for a referendum, the county election commission
6 shall conduct a referendum at the time specified in the ordinance on the question of implementing a
7 one percent beach preservation fee. The state election laws apply to the referendum, mutatis mutandis.
8 The county election commission shall publish the results of the referendum to certify them to the
9 governing body. The beach preservation fee must not be imposed unless a majority of the qualified
10 electors residing in the municipality voting in the referendum vote in favor of the referendum.

11 (C)(1) The ballot must read substantially as follows:

12 “Must an additional one percent beach preservation fee be added to the accommodations tax for the
13 purpose of nourishment, renourishment, maintenance, erosion mitigation, and monitoring of beaches,
14 dune restoration and maintenance, including planting of grass, sea oats, or other vegetation useful in
15 preserving the dune system, and maintenance of public beach accesses within the corporate limits of
16 _____.

17 Yes _____

18 No _____

19 (2) If the question is not approved at the initial referendum, the governing body may, by an
20 ordinance meeting the requirements of this section, call for another referendum on the question.
21 However, following the initial referendum, a referendum for this purpose must not be held more often
22 than once in a twenty-four month period on the Tuesday following the first Monday in November in
23 even-numbered years.

24 (3) Once a week for the four weeks immediately preceding the referendum, the governing body
25 of the municipality shall publish notice in a newspaper of general circulation within the jurisdiction a
26 description of and the specific uses for the beach preservation fee. The governing body also must
27 publish notice on its website in the same manner.

28 ~~(D) The fee authorized by this article is in addition to all other local accommodations taxes imposed~~
29 ~~pursuant to Section 6-1-520 and must not be deemed cumulative with the local accommodations tax or~~
30 ~~fee rate for the purposes of Section 6-1-540. The governing body of a qualified coastal municipality that~~
31 imposes a beach preservation fee shall notify the Department of Revenue and the State Treasurer
32 through delivery of a certified copy of the ordinance adopted imposing the fee at least sixty days prior
33 to the effective date of the ordinance.

34 (E) The fee authorized by this article is in addition to all other local accommodations taxes imposed
35 pursuant to Section 6-1-520, shall be collected, remitted, and administered in the same manner as the
36 tax imposed by Section 12-36-920, and must be deemed cumulative with the local accommodations tax

1 or fee rate for the purposes of Section 6-1-540.

2 ~~(E)~~(F) All proceeds from the beach preservation fee must be kept in a separate fund segregated from
3 the governing body's general fund. All interest generated by the beach preservation fee fund must be
4 credited to the beach preservation fee fund.

5
6 SECTION 7. Section 6-1-650 of the S.C. Code is amended to read:
7

8 Section 6-1-650. Real estate agents, brokers, corporations, or listing services required to remit fees
9 under this section must notify the appropriate governing body if rental property, previously listed by
10 them, is dropped from their listings. A lodging marketplace, as defined in Section 12-36-72, shall not
11 be subject to this requirement.
12

13 SECTION 8. Section 5-7-30 of the S.C. Code is amended to read:
14

15 Section 5-7-30. (A) Each municipality of the State, in addition to the powers conferred to its specific
16 form of government, may enact regulations, resolutions, and ordinances, not inconsistent with the
17 Constitution and general law of this State, including the exercise of powers in relation to roads, streets,
18 markets, law enforcement, health, and order in the municipality or respecting any subject which appears
19 to it necessary and proper for the security, general welfare, and convenience of the municipality or for
20 preserving health, peace, order, and good government in it, including the authority to levy and collect
21 taxes on real and personal property and as otherwise authorized in this section, make assessments, and
22 establish uniform service charges relating to them, provided that any taxes or surcharges imposed on
23 the rental of accommodations, including, but not limited to taxes or surcharges imposed on the rental
24 of any rooms, campground spaces, lodgings, or sleeping accommodations shall be collected and
25 administered by the South Carolina Department of Revenue in the same manner as the tax imposed by
26 Section 12-36-920; the authority to abate nuisances; the authority to provide police protection in
27 contiguous municipalities and in unincorporated areas located not more than three miles from the
28 municipal limits upon the request and agreement of the governing body of such contiguous municipality
29 or the county, including agreement as to the boundaries of such police jurisdictional areas, in which
30 case the municipal law enforcement officers shall have the full jurisdiction, authority, rights, privileges,
31 and immunities, including coverage under the workers' compensation law, which they have in the
32 municipality, including the authority to make arrests, and to execute criminal process within the
33 extended jurisdictional area; provided, however, that this shall not extend the effect of the laws of the
34 municipality beyond its corporate boundaries; grant franchises for the use of public streets and make
35 charges for them; grant franchises and make charges for the use of public beaches; engage in the
36 recreation function; levy a business license tax on gross income, but a wholesaler delivering goods to

1 retailers in a municipality is not subject to the business license tax unless he maintains within the
2 corporate limits of the municipality a warehouse or mercantile establishment for the distribution of
3 wholesale goods; and a business engaged in making loans secured by real estate is not subject to the
4 business license tax unless it has premises located within the corporate limits of the municipality and
5 no entity which is exempt from the license tax under another law nor a subsidiary or affiliate of an
6 exempt entity is subject to the business license tax; and a business engaged in operating a professional
7 sports team as defined in Section 12-6-3360(M)(17) is not subject to the business license tax; borrow
8 in anticipation of taxes; and pledge revenues to be collected and the full faith and credit of the
9 municipality against its note and conduct advisory referenda. The municipal governing body may fix
10 fines and penalties for the violation of municipal ordinances and regulations not exceeding five hundred
11 dollars or imprisonment not exceeding thirty days, or both. If the person or business taxed pays a
12 business license tax to a county or to another municipality where the income is earned, the gross income
13 for the purpose of computing the tax must be reduced by the amount of gross income taxed in the other
14 county or municipality.

15 (B) For the purpose of providing and maintaining parking for the benefit of a downtown commercial
16 area, a municipality may levy a surtax upon the business license of a person doing business in a
17 designated area in an amount not to exceed fifty percent of the current yearly business license tax upon
18 terms and conditions fixed by ordinance of the municipal council. The area must be designated by
19 council only after a petition is submitted by not less than two-thirds of the persons paying a business
20 license tax in the area and who paid not less than one-half of the total business license tax collected for
21 the preceding calendar year requesting the designation of the area. The business within the designated
22 area which is providing twenty-five or more parking spaces for customer use is required to pay not
23 more than twenty-five percent of a surtax levied pursuant to the provisions of this paragraph.

24 (C) If a local governing body imposes a tax authorized pursuant to this Section, it must notify the
25 Department of Revenue and the State Treasurer through delivery of a certified copy of the ordinance
26 adopted by the local governing body at least sixty days prior to the effective date of the ordinance.

27
28 SECTION 9. Section 12-36-70 of the S.C. Code is amended to read:
29

30 Section 12-36-70. "Retailer" and "seller" include every person:

- 31 (1)(a) selling or auctioning tangible personal property whether owned by the person or others;
32 (b) furnishing accommodations to transients for a consideration, ~~except an individual furnishing~~
33 ~~accommodations of less than six sleeping rooms on the same premises, which is the individual's place~~
34 ~~of abode;~~
35 (c) renting, leasing, or otherwise furnishing tangible personal property for a consideration;
36 (d) operating a laundry, cleaning, dyeing, or pressing establishment for a consideration;

1 (e) selling electric power or energy;

2 (f) selling or furnishing the ways or means for the transmission of the voice or of messages
3 between persons in this State for a consideration. A person engaged in the business of selling or
4 furnishing the ways or means for the transmission of the voice or messages as used in this subitem (f)
5 is not considered a processor or manufacturer;

6 (2)(a) maintaining a place of business or qualifying to do business in this State; ~~or~~

7 (b) not maintaining an office or location in this State but soliciting business by direct or indirect
8 representatives, manufacturers agents, distribution of catalogs, or other advertising matter or by any
9 other means, and by reason thereof receives orders for tangible personal property or for storage, use,
10 consumption, or distribution in this State;

11 (3) operating as a marketplace facilitator, as defined in Section 12-36-71; or

12 (4) operating as a lodging marketplace, as defined in Section 12-36-72.

13 The department, when necessary for the efficient administration of this chapter, may treat any
14 salesman, representative, trucker, peddler, or canvasser as the agent of the dealer, distributor,
15 supervisor, employer, or other person under whom they operate or from whom they obtain the tangible
16 personal property sold by them, regardless of whether they are making sales on their own behalf or on
17 behalf of the dealer, distributor, supervisor, employer, or other person. The department may also treat
18 the dealer, distributor, supervisor, employer, or other person as a retailer for purposes of this chapter.

19
20 SECTION 10. Chapter 36, Title 12 of the S.C. Code is amended by adding:

21
22 Section 12-36-72. (A) “Lodging marketplace” means a person or entity who:

23 (1) provides for consideration, regardless of whether the consideration is deducted as a fee from
24 the transaction, an online application, software, website, system, or other medium through which
25 short-term rentals a good or service in this State is advertised or offered to the public as available; and

26 (2) directly or indirectly provides or maintains a platform for goods or services by providing a
27 payment system that facilitates a transaction between two platform users.

28 (B) For purposes of this section, a person “facilitates” a rental by brokering, coordinating, or in any
29 other way arranging for the purchase of the right to use accommodations through a transaction directly,
30 including through the use of one or more payment processors, between a customer and an
31 accommodations provider.

32
33 SECTION 11. Section 12-36-920 of the S.C. Code is amended to read:

34
35 Section 12-36-920.(A) A sales tax equal to seven percent is imposed on the gross proceeds derived
36 from the rental or charges for any rooms, campground spaces, lodgings, or sleeping accommodations

1 furnished to transients by any hotel, inn, tourist court, tourist camp, motel, campground, residence, or
2 any place in which rooms, lodgings, or sleeping accommodations are furnished to transients for a
3 consideration~~7~~, or through a lodging marketplace facilitating the rental of an accommodation. This tax
4 does not apply:

5 ~~— (1) where the facilities consist of less than six sleeping rooms, contained on the same premises,~~
6 ~~which is used as the individual's place of abode; or~~

7 ~~— (2) to gross proceeds from rental income wholly excluded from the gross income of the taxpayer~~
8 ~~pursuant to Internal Revenue Code Section 280A(g) as that code is defined in Section 12-6-40(A).~~

9 The gross proceeds derived from the lease or rental of sleeping accommodations supplied to the same
10 person for a period of ninety continuous days are not considered proceeds from transients. The tax
11 imposed by this subsection (A) does not apply to additional guest charges as defined in subsection (B)
12 or separately stated optional charges on a bill to a customer for amenities, entertainment, special items
13 in promotional tourist packages, and other guest services. This tax applies to any charge by a lodging
14 marketplace, as defined in Section 12-36-72, to a transient.

15 (B) A sales tax of five percent is imposed on additional guest charges at any place where rooms,
16 lodgings, or accommodations are furnished to transients for a consideration, unless otherwise taxed
17 under this chapter. For purposes of this subsection, additional guest charges are limited to charges for:

18 (1) room service;

19 (2) laundering and dry cleaning services;

20 (3) in-room movies;

21 (4) telephone service; and

22 (5) rentals of meeting rooms.

23 (C) Real estate agents, brokers, corporations, or listing services required to remit taxes under this
24 section shall notify the department if rental property, previously listed by them, is dropped from their
25 listings. A lodging marketplace, as defined in Section 12-36-72, shall not be subject to this requirement.

26 (D) When any business is subject to the sales tax on accommodations and the business has more than
27 one place of business in the State, the licensee shall report separately in his sales tax return the total
28 gross proceeds derived from business done within and without the corporate limits of municipalities.
29 A taxpayer who owns or manages rental units in more than one county or municipality shall report
30 separately in his sales tax return the total gross proceeds from business done in each county or
31 municipality.

32 (E) The taxes imposed by this section are imposed on every person engaged or continuing within
33 this State in the business of furnishing accommodations to transients for consideration or acting as a
34 lodging marketplace, as defined in Section 12-36-72.

35 (F) The Department of Revenue shall annually publish the applicable tax rate, fees or surcharges
36 imposed on accommodations by any state or local governing body, including, but not limited to, the

1 taxes, fees, or surcharges imposed pursuant to Chapters 10 and 37 of Title 4, Chapter 1 of Title 6, and
2 Chapter 7 of Title 5. If a local governing body enacts a new tax, fee, or surcharge or increases the rate
3 of an existing tax, fee, or surcharge, the Department of Revenue shall notify accommodations
4 intermediaries of the new tax, fee, or surcharge at least sixty days prior to the enforcement of subsection
5 (G).

6 (G) Subject to the restrictions in subsection (F), when a lodging marketplace, as defined in 12-36-72,
7 facilitates the rental of an accommodation subject to the tax imposed by this section, the lodging
8 marketplace shall be solely responsible for collecting and remitting the tax. Subject to applicable laws,
9 the uniform provisions for the collection and enforcement of taxes assessed by the Department of
10 Revenue pursuant to Chapter 54 of Title 12 shall apply to a lodging marketplace.

11
12 SECTION 12. Section 12-36-922 of the S.C. Code is repealed.

13
14 SECTION 13. If any section, subsection, paragraph, subparagraph, sentence, clause, phrase, or word of
15 this act is for any reason held to be unconstitutional or invalid, such holding shall not affect the
16 constitutionality or validity of the remaining portions of this act, the General Assembly hereby
17 declaring that it would have passed this act, and each and every section, subsection, paragraph,
18 subparagraph, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more
19 other sections, subsections, paragraphs, subparagraphs, sentences, clauses, phrases, or words hereof
20 may be declared to be unconstitutional, invalid, or otherwise ineffective.

21
22 SECTION 14. This act takes effect upon approval by the Governor.

23 -----XX-----

Richland County Council Request for Action

Subject:

An Ordinance authorizing a quitclaim deed to Bobby J. and Nancy Y. Spivey for unused and unopened right-of-way on Lake Dogwood Circle South

Notes:

First Reading: March 5, 2024

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-24HR

AN ORDINANCE AUTHORIZING A QUITCLAIM DEED TO BOBBY J. AND
NANCY Y. SPIVEY FOR UNUSED AND UNOPENED RIGHT-OF-WAY ON
LAKE DOGWOOD CIRCLE SOUTH.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a quitclaim deed to BOBBY J. AND NANCY Y. SPIVEY for unused and unopened right-of-way on Lake Dogwood Circle South; as specifically described in the attached Quitclaim Deed.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____.

RICHLAND COUNTY COUNCIL

By: _____
 Jessica Mackey, Chair

Attest this _____ day of
_____, 2024.

Anette Kirylo
Clerk of Council

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

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

QUITCLAIM DEED
(Non-Abstracted Title to Real Estate)

THIS QUITCLAIM DEED, executed this _____ day of _____, 2023 by Richland County, South Carolina ("Grantor"), to Bobby J.& Nancy Y. Spivey, ("Grantee").

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00), in hand paid by the Grantee, the receipt of which is hereby acknowledge, does hereby remise, release, and quitclaim unto the Grantee, their heirs, successors, and assigns, forever, all its right, title, interest, claim and demand which Grantor has in and to the following described lot, piece, or parcel of land, situated, lying and being near the town of Eastover, in the County of Richland, State of South Carolina, to wit:

Legal Description:

See Exhibit A

TO HAVE AND TO HOLD the same together with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise incident or appertaining.

WITNESS the hand and seal of the Grantor this ____ day of _____, 20__.

WITNESSES:

GRANTOR

RICHLAND COUNTY, SOUTH CAROLINA

(Witness #1)

By _____
Its County Administrator

(Witness #2/Notary)

EXHIBIT A

That certain piece parcel or strip of land lying and being North of Eastover, being a portion of Lake Dogwood Circle South, 50' Right of Way, with metes and bounds as described;

Starting in the Southwest region, at a point of beginning then turning N28°17'25"E for a distance of 37.29', then turning N54°52'25"E for a distance of 61.40', then turning N60°30'38"E for a distance of 89.87', then turning S25°46'07"E for a distance of 44.84', then turning S64°13'53"W for a distance of 81.30', then turning to a point of closure S57°15'47"W for a distance of 67.83'. Being more accurately described and designated as, Area "1", on a Boundary Survey prepared for Bobby J. & Nancy Y. Spivey, by Walker Land Surveying, Inc., dated March 7, 2023, revised April 12, 2023, recorded in the Office of Register of Deed for Richland County in plat book 2828, Page 1683.

Also,

Starting in the northwest region, at a point of beginning then turning N57°15'47"E for a distance of 70.84', then turning N64°13'53"E for a distance of 83.62', then turning S33°44'43"E for a distance of 5.21', then turning S60°30'38"W for a distance of 89.87', then turning S54°52'25"W for a distance of 61.40', then turning to a point of closure N45°18'45"W for a distance 13.14'. Being more accurately described and designated as, Area "2", on a Boundary Survey prepared for Bobby J. & Nancy Y. Spivey, by Walker Land Surveying, Inc., dated March 7, 2023, revised April 12, 2023, recorded in the Office of Register of Deed for Richland County in plat book 2828, Page 1683.

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Colite Technologies, LLC; and other related matters

Notes:

First Reading: March 5, 2024

Second Reading:

Third Reading:

Public Hearing:

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

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

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments ("Infrastructure Credit") to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, and (ii) improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise (collectively, "Infrastructure");

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

WHEREAS, Colite Technologies, LLC ("Company") desires to renovate and repurpose a property located at 2405 Millwood Avenue within the County ("Project"), consisting of taxable investments in real and personal property of not less than \$2,500,000, along with the creation of 75 new full-time jobs;

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

WHEREAS, the City of Columbia, South Carolina, the municipality in which the Property is located, must consent to the expansion of the boundaries of the Park to include the Property in the Park in accordance with Section 4-1-170(C) of the Act; and

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: March 5, 2024
Second Reading: March 19, 2024
Public Hearing: ☐
Third Reading: ☐

EXHIBIT A
FORM OF AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

COLITE TECHNOLOGIES, LLC

Effective as of: []

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of [DATE] (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and COLITE TECHNOLOGIES, LLC, a South Carolina limited liability company (“Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”);

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

WHEREAS, the Company has committed to renovate and repurpose a property located at 2405 Millwood Avenue in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$2,500,000 and the creation of 75 new, full-time jobs;

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

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$2,500,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2027 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement and shall repay any Infrastructure Credits received under this Agreement.

Section 2.2. *Jobs Commitment.* The Company shall create 75 new, full-time jobs in the County ("Jobs Commitment") by the Certification Date. The Company shall certify to the County achievement of

the Jobs Commitment by providing documentation to the County sufficient to reflect achievement of the Jobs Commitment on or before the Certification Date. If the Company fails to achieve and certify the Jobs Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement and shall repay any Infrastructure Credits received under this Agreement.

Section 2.3. Infrastructure Credits.

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

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

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

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

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

Repayment Amount = Total Received x Clawback Percentage

Clawback Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Investment Commitment

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Jobs Commitment

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

For example, and by way of example only, if the Company had received \$100,000 in Infrastructure Credits, and had invested \$2,500,000 and created 60 jobs by the Certification Date, the Repayment Amount would be calculated as follows:

$$\text{Jobs Achievement Percentage} = 60/75 = 80\%$$

$$\text{Investment Achievement Percentage} = \$2,500,000/\$2,500,000 = 100\%$$

$$\text{Overall Achievement Percentage} = (80\% + 100\%)/2 = 90\%$$

$$\text{Clawback Percentage} = 100\% - 90\% = 10\%$$

$$\text{Repayment Amount} = \$100,000 \times 10\% = \$10,000$$

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

Section 2.5. Filings. To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedules or returns with respect to the Property. Additionally, the Company shall, on or before January 31 of each year during the Credit Term, commencing on January 31, 2025, deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated November 7, 2023, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, with respect to the Company.

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

ARTICLE III DEFAULTS AND REMEDIES

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

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

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

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

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

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

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

Section 3.2. Remedies on Default.

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

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

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

Section 3.5. Nonwaiver. A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver

or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

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

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. *Assignment.* The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

Section 4.3. *Provisions of Agreement for Sole Benefit of County and Company.* Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. *Severability.* If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. *Limitation of Liability.*

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(f) The obligations under this Section 4.6 shall survive termination of this Agreement.

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:

Richland County, South Carolina
Attn: Director of Economic Development
2020 Hampton Street
Columbia, South Carolina 29204
Phone: 803.576.2043
Fax: 803.576.2137

with a copy to
(does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202
Phone: 803.255.8000
Fax: 803.255.8017

if to the Company: Colite Technologies, LLC
Attention: CEO
2405 Millwood Avenue
Columbia, South Carolina
Phone: 803-935-9052

with a copy to
Bruner Powell Wall & Mullins
Attention: Wesley Pell
PO Box 61110
Columbia, South Carolina 29260
Phone: 803-252-7693
Fax: 803-254-5719

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. Administrative Fees. The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of \$5,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10 Agreement to Sign Other Documents. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. Agreement's Construction. Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. Counterparts. This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. Amendments. This Agreement may be amended only by written agreement of the Parties.

Section 4.15. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, Colite Technologies, LLC, has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

COLITE TECHNOLOGIES, LLC

By: _____

Name: Kevin P. O'Hara

Its: President & CEO

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

All that certain piece, parcel or lot of land together with improvements thereon, situate, lying and being in Richland County, South Carolina, being shown on a plat prepared for H. Gordon Nuttall by Michael T. Arant dated January 7, 1999 and recorded January 11, 1999 in Book R269, at Page 2273 in the Office of the Richland County RMC. Said latter plat is incorporated herein by reference thereof for a more complete and accurate description. All measurements being a little more or less.

TMS Number: R11410-09-07

EXHIBIT B (See Section 2.3)

DESCRIPTION OF INFRASTRUCTURE CREDIT

The Company is entitled to an Infrastructure Credit in the amount of thirty-five percent (35%) of the Fee Payments due with respect to the Project under this Agreement for a six (6) year period commencing with the first Fee Payment due under this Agreement.

EXHIBIT C (See Section 2.5)

**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A RESOLUTION

**REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 12, 2017 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to reaffirm its desire to have companies submit such annual reports and to update certain information regarding the submission of the annual reports.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by no later January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form shall require, at a minimum, the following information, but may request such other information as the County may deem necessary or prudent:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;
- d. Age, race, gender, and county of residence of each employee at the facility or facilities in the County; and
- e. Average wage of the jobs created as a result of the project.

Section 3. A copy of the then-current form of the annual report may be obtained from the Richland County Economic Development Office. The annual report shall likewise be submitted to the following address (or at such other address or in such other format as may be communicated by the Richland County Economic Development Office) by the required date.

Richland County Economic Development Office
Attention: Existing Industry Manager
1201 Main Street, Suite 1110
Columbia, SC 29201

Section 4. Subject to Section 5 below, this Resolution amends and restates the Prior Resolution in its entirety and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into any agreement between the County and a company with respect to the incentives granted by the County to such company with an effective date on or after January 1, 2024 (“Effective Date”). For any agreements dated before the Effective Date, the Prior Resolution shall be incorporated into the agreement between the County and a company with respect to the incentives granted by the County to such company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

AND IT IS SO RESOLVED this 7th day of November 2023.

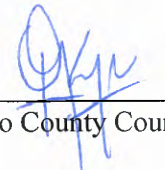
RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)

ATTEST:



Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Kate Bugby	Title:	Existing Industry Manager
Department:	Economic Development	Division:	
Date Prepared:	February 5, 2024	Meeting Date:	March 5, 2024
Legal Review	Patrick Wright via email	Date:	February 14, 2024
Budget Review	Maddison Wilkerson via email	Date:	February 13, 2024
Finance Review	Stacey Hamm via email	Date:	February 12, 2024
Approved for consideration:		County Administrator	Leonardo Brown, MBA, CPM
Meeting/Committee	Regular Session		
Subject	Approval of Selecting an Engineering Firm and Grants for Rawl/SE Richland Industrial Park		

RECOMMENDED/REQUESTED ACTION:

Staff requests approval to proceed with selecting an engineering firm to oversee master planning and due diligence at the Rawl Tract/SE Richland Industrial Park and to accept grant funds related to the development of the Park.

Staff also requests Council to authorize the County Administrator to execute engineering contracts and to accept grants from the SC Department of Commerce and Dominion Energy to proceed with determining the suitability of the site as an industrial park.

Request for Council Reconsideration: ☒ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The County is being awarded a total of \$181,360 in reimbursable grant funding from the South Carolina Department of Commerce (SCDOC) and Dominion Energy for master planning and due diligence at the Rawl Tract/SE Richland Industrial Park. The funding commitments represent a significant portion of the estimated total project cost of \$204,500.

Applicable department/grant key and object codes: 1200992050/ 4859100
1240115000/ 526500

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Request for Proposal RC-639-P-24 was issued November 29th, 2023. Four (4) submittals were received and scored by an evaluation team of three (3) members. The highest ranked offeror was Alliance Consulting Engineers, Inc.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

"An Ordinance authorizing the option and acquisition of certain property located in Richland County; and other matters related thereto

Mr. Livingston moved to approve this item, seconded by Barron"

Council Member	The Honorable Paul Livingston, District 4
Meeting	Regular Session
Date	February 7, 2023

STRATEGIC & GENERATIVE DISCUSSION:

In February 2022, Richland County exercised an option agreement on approximately 1,686 acres located in southeast Richland County and is currently determining its long-term strategic industrial value. The Southeast Richland County Industrial Park (Rawl Tract) is located at the intersections of Bluff Road, Montgomery Road, Old Hopkins Road, Air Base Road and Garners Ferry Road and is a natural extension of the existing industrial corridor. The 1,686 acres consists of parcels R18900-02-05, R19000-04-02, R19013-01-05, R19000-04-05, and R21700-04-01.

Increasing its potential value as an industrial park, the property is bisected by both Norfolk & Southern Railways and CSX Railways. Maximizing the value of the rail main lines as well as maximizing the usable industrial acreage will be a consideration in the planning and development of the property.

The site underwent the first phase of the S.C. Department of Commerce's Palmetto Sites program in the summer of 2022 to determine its suitability as an industrial park. This phase entailed a site and community readiness visit from site selection consultants resulting in a strategic development plan and report. The report concluded that master planning and due diligence would be critical to the park's success.

On November 29, 2023, the County issued a formal Request for Proposals (RFP) for due diligence items, including all necessary environmental studies, wetland assessments, geotechnical studies and master planning aimed at determining the most efficient layouts and best use of the property. Four proposals were received and evaluated. After a competitive process, a firm has been preliminarily selected, and the cost to perform services is estimated to be \$204,500.

During the same time, the South Carolina Department of Commerce (SCDOC) opened another funding round for their Site Enhancement Initiative. On July 29, 2022, the SCDOC review committee recommended approval of a \$106,360 grant. Dominion Energy has also committed \$75,000 to assist with this project. The pledge of these funds is proof of the County's economic development partners' commitment to the success of the Rawl Tract/SE Richland Industrial Park, and is the first step in ensuring that it is developed as a world-class industrial park.

The SC DOC and Dominion Energy grants are reimbursable. Upon completion of the project, the County will be reimbursed for its expenditures. Richland County Economic Development Office (RCEDO) will work with the County's Budget & Grants Department to account for this project. RCEDO will be responsible for managing the project and the grants.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

- Goal 2: Invest in Economic Development
- Goal 4: Plan for Growth through Inclusive and Equitable Infrastructure
 - Objective 4.3: Create excellent facilities

ADDITIONAL COMMENTS FOR CONSIDERATION:

To establish the County as a dynamic hub of economic activity and to attract innovative industries with growth potential, it is necessary to continue to develop world-class industrial product. With the arrival of Scout Motors at the Blythewood Industrial Park, the County needs to develop new industrial product to support recruitment efforts, ultimately enhancing opportunities for its citizens.

ATTACHMENTS:

1. Site location map
2. SC DOC Funding Commitment Letter
3. Dominion Energy Funding Commitment Letter

PFL Holdings, LLC tract, ±1,686 Acres ±1,057 Buildable Acres



**LOCATESC FUND
SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT**

This Grant Agreement dated July 29, 2022 is between the South Carolina Department of Commerce (SCDOC) and Richland County (the Grantee). The acceptance of the Agreement creates a contract between the SCDOC and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the Application and this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Application means the grant application forms submitted by the Grantee to the SCDOC.
- (c) Grant means the dollars committed by the SCDOC to the Grantee for the Project.
- (d) Grantee means the entity designated for the Grant and set forth above.
- (e) Project means the project identified and described in the Application.
- (f) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: The Project consists of completing due diligence studies and other items required by Palmetto Sites Program for the Rawl Tract in Richland County, SC.

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed One Hundred Six Thousand Three Hundred Sixty and no/100 dollars (\$106,360.00) to be used only for the Project and related costs, as described in the Application. Eligible costs that can be paid from the Grant shall include only those costs expressly set forth in the Application.

Section 4: AMENDMENTS: Any changes in the scope of work of the Project, including change orders or cost increases, must be submitted in writing by the Grantee to the SCDOC as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the SCDOC must receive prior approval from SCDOC then adjustments shall be appended to this Agreement as an amendment.

Section 5: PROJECT COMPLETION: By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the Project as described in the Project Description, including any approved amendments appended hereto. The Grantee must complete the Project no later than June 30, 2024 unless the grant is terminated prior to this date by SCDOC. Completion is defined as issuance by the SCDOC of a

notification in writing of the closure of the Grant. The SCDOC may grant extensions to this completion period requirement at its discretion. No Grant funds will be disbursed until completion of the Project.

Section 6: PAYMENT: The Grantee must submit to the SCDOC a reimbursement request for payment for work that is documented by the Grantee. Reimbursement requests will be made on the specified form and must be accompanied by copies of invoices. Upon approval of such request, payments will be submitted to the Finance Department of the SCDOC.

The Grantee will certify, to the best of its knowledge, information and belief, that the work on the Project for which reimbursement is requested has been completed in accordance with the terms and conditions of this Agreement, and that the payment request is due and payable from Grant funds.

All requests for payment must be certified as valid expenditures by an official representative of the Grantee. Invoices and canceled checks supporting the Grantee's request for reimbursement from Grant funds must be kept on file and be available for inspection at any time.

Section 7: GRANT SPECIAL CONDITIONS: Use of the Grant funds shall be subject to the following special conditions:

- a. **Ownership of the Project Site:** Any property that is included in the Project (the "Project Site") is subject to the following restrictions:
 - i. Public Ownership of the Project Site. The Grantee must hold title to the Project Site and may not give away, sell, lease or otherwise transfer ownership of the Project Site or encumber title of the Project Site in any way without the prior approval of the SCDOC. In order to seek an approval, the Grantee agrees to submit, in writing, the nature of the proposed transaction to SCDOC using the form attached herein titled "Exhibit A." In the event of a proposed sale, lease or transfer of the Project Site by any means, the marketing terms for such sale, lease or transfer must be approved by the SCDOC prior to the Grantee taking any action to market the building, negotiate a sale or lease price or enter into any type of contractual agreement relating to the Project Site.
 - ii. Private Ownership of the Project Site. If the Project Site is owned by a third party, prior to undertaking any enhancements to the Project Site, the third party owner must enter into a Site Enhancement and Repayment Agreement with the Grantee (or alternative agreement approved by SCDOC) that includes an exclusive option in favor of the Grantee (or a party approved by SCDOC) to purchase the Project Site at an agreed upon pre-enhancement price.
- b. **Notice to Proceed:** The Grantee must obtain from the SCDOC written notice to proceed prior to incurring costs against the Grant. Unless the Grantee has obtained written approval from the SCDOC to incur costs prior to award, any expenditure made prior to the date of the written notice to proceed is not eligible for payment with Grant funds.

- c. **Repayment of Grant Funds:** The Grantee shall be required to repay the entire amount of the Grant funds to the SCDOC under the following circumstances:
- i. The Grantee fails to comply with all applicable policy and regulatory guidelines of the state government and the SCDOC governing the expenditure of LocateSC funds.
 - ii. The Grantee gives away, sells, leases or otherwise transfers the Project Site or encumbers title to the Project Site in any way without the prior approval of the SCDOC.
 - iii. The Project Site is used for a nonindustrial use.

Section 7: FUNDING OVERRUNS: Except for relief granted under Section 4, the Grantee agrees that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of the SCDOC or the State to provide funds in excess of the grant award.

Section 8: ADMINISTRATIVE FEES PROHIBITED: All Grant funds must be used to offset eligible Project costs. Neither the Grantee nor any other party may retain a percentage of Grant funds as an administrative or other fee in connection with the Grant or the Project.

Section 9: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project, and submit a copy of the audit report to the SCDOC. The Grantee agrees that it will reimburse the SCDOC for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the SCDOC. The SCDOC may monitor the Grantee at least once during the grant period and the Grantee shall make available for audit and inspection by the SCDOC staff and its representatives all the books, records, files and other documents relating to any matters pertaining to the Project or this Agreement. A final monitoring audit will be conducted by the SCDOC after final submission of all reporting requirements.

Section 10: CONFIDENTIAL INFORMATION: Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which the SCDOC shall remain confidential and not made available to any individual or organization by the Grantee without the prior written approval of the SCDOC.

Section 11: DISCRIMINATION: The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 12: MAINTENANCE OF RECORDS: The Grantee shall retain records for Grant funds for a period of three years after its final close out. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the SCDOC of the closure of the Grant. However, if any

litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 13: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the SCDOC may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 14: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 15: APPROPRIATIONS: Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are payable by appropriations from the State. In the event sufficient appropriations, grants, and monies are not made available to the SCDOC to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the SCDOC. In such event, the SCDOC shall certify to the Grantee the fact that sufficient funds have not been made available to the SCDOC to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

Section 16: COPYRIGHT: No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The SCDOC shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Grant.

Section 17: TERMS AND CONDITIONS: The SCDOC reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the SCDOC and any other agency of the State.

Section 18: REPORTING REQUIREMENTS: The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. The progress reports will be submitted to the SCDOC. Progress reports will be due ninety (90) days from the execution date of this Agreement and every ninety (90) days thereafter until completion of the Project. Failure to submit progress reports will be subject to sanctions identified in Section 12 herein. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the SCDOC.

Section 19: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement which have been signed in the space provided below. The agreement must have original signatures and must be returned within fifteen (15) days from the Date.

Date of Award

APPROVAL FOR THE GRANTEE TO RECEIVE AWARD

Chris Huffman
Chief Financial Officer
South Carolina Department of Commerce

Date

ACCEPTANCE FOR THE GRANTEE

Leonardo Brown
County Administrator
Richland County

Date

EXHIBIT A

LOCATESC PROPERTY TRANSACTION APPROVAL

Grant #: _____
Grantee: _____
Grant Amount: _____
State Project Name: _____
State Project Manager: _____
Company Name (if Public): _____

Transaction Type: ☐ Sale
☐ Lease
☐ Transfer of Title
☐ Encumbrance

Description of Transaction: _____

How will Property be utilized by Company: _____

Approved:
South Carolina Department of Commerce
1201 Main Street, Suite 1600
Columbia, SC 29201
By: _____

Title: _____
Date: _____



November 17, 2023

Ms. Morgan Harrell
Economic Development and Local Government Manager
Dominion Energy
400 Otarre Parkway, MC A132
Cayce, SC 29033-3701

Dear Morgan,

Richland County greatly appreciates Dominion Energy's commitment to economic development in South Carolina and your willingness to partner to support increased industrial development in Richland County. We are pleased to be selected by Dominion Energy for a \$75,000 grant to assist with master planning and due diligence at a potential new industrial park in Southeast Richland County.

The Southeast Richland County Industrial Park (Rawl Tract) is located at the intersections of Bluff Road, Montgomery Road, Old Hopkins Rd, Air Base Rd and Garners Ferry Rd. in Richland County. The site is under option and consists of 1,686 acres of which 1,057 acres is estimated to be usable (please see attached Rawl Property Flyer). A large portion of this tract sits between two Class 1 rail carriers, which greatly increases the likelihood of locating an electric-intensive industrial user.

Much like the current Pineview Industrial Park, we are developing ahead of the extension of Shop Road – in this instance Shop will be extended from Longwood Road to Garners Ferry Road along Lykesland Trail. Phase II of this penny tax project has been funded and is currently being engineered.

The entirety of this property is served exclusively by Dominion for both electricity and natural gas.

The South Carolina Palmetto Sites Program has committed to funding up to half of the cost of conducting due diligence. The state's commitment is up to \$106,360, with the estimated total cost at \$212,720. We are grateful for Dominion's commitment to this project and kindly ask that the \$75,000 grant be run through the Central SC Alliance.

Attached is an RFP for master planning and due diligence, Palmetto Site's evaluation of this site, and the state's grant agreement to the county. The RFP is currently in the County's procurement process.

Ms. Morgan Harrell
November 17, 2023
Page Two

Once again, we greatly appreciate Dominion's Energy partnership on this product development project. Please do not hesitate to contact me if you have any questions or need additional information.

Best,

A handwritten signature in blue ink that reads "Jeff Ruble". The signature is written in a cursive style with a large, stylized "J" and "R".

Jeff Ruble
Director

Richland County Council Request for Action

Subject:

Richland Memorial Hospital Board - 4

Notes:

March 5, 2024 – The Rules and Appointments Committee recommended appointing Charles Mills, Lochlan Wooten, and Andrea Darden, and re-appointing Mr. Edwin Garrison.

Richland County Council Request for Action

Subject:

LRADAC - 2

Notes:

March 5, 2024 – The Rules and Appointments Committee recommended appointing Crystal Marks and re-appointing Harold Ward.

Richland County Council Request for Action

Subject:

Building Codes Board of Appeals - 8

Notes:

March 5, 2024 – The Rules and Appointments Committee recommended appointing Shaun Jackson to fill the Building Industry vacancy.

Richland County Council Request for Action

Subject:

Central Midlands Regional Transit Authority (CMRTA) - 1

Notes:

March 5, 2024 – The Rules and Appointments Committee recommended appointing Roosevelt Barnwell.



**Richland County Council
Boards, Commissions and Committees Vacancies**

Richland County Council will accept applications through April 23, 2024 at 5:00 PM for Service on the following Boards, Commissions or Committees:

1. Accommodations Tax Committee – Four (4) Vacancies (**ONE** applicant must have a background in the lodging industry, **TWO** applicants must have a background in the hospitality industry, and **ONE** applicant must have a cultural background)
2. Board of Assessment Appeals – One (1) Vacancy
3. Board of Zoning Appeals – Two (2) Vacancies
4. Building Codes Board of Appeals – Seven (7) Vacancies (**ONE** applicant must be from the Architecture Industry, **ONE** applicant must be from the Gas Industry, **ONE** applicant must be from the Contracting Industry, **ONE** applicant must be from the Plumbing Industry, **ONE** applicant must be from the Electrical Industry, and **TWO** applicants must be from Fire Industry as alternates)
5. Business Service Center Appeals Board – Three (3) Vacancies (**ONE** applicant must be from the Business Industry and **TWO** applicants must be CPAs)
6. Central Midlands Council of Governments – Three (3) Vacancies
7. Community Relations Council – Six (6) Vacancies
8. Historic Columbia – One (1) Vacancy
9. Hospitality Tax Committee – Four (4) Vacancies (**TWO** applicants must be from the Restaurant Industry)
10. Planning Commission – Two (2) Vacancies

The Rules and Appointments committee will tentatively start the interview process in April 2024 with recommendations for appointments following thereafter.

Please visit www.richlandcountysc.gov to submit an online application for the board, commission or committee you are interested in serving on. Please note the dates and times that particular board, commission or committee meets to ensure your availability to attend those meetings prior to submitting your application. Once you have submitted the application and resume, the Clerk of Council's Office will contact you to schedule a brief interview with the Rules and Appointments Committee. Interviews take place on Tuesdays afternoon.

You are **strongly encouraged to speak with your Council District Representative** and to visit www.richlandcountysc.gov to learn more about the board, commission or committee you are interested in serving on prior to applying. If you need additional information, please contact the Richland County Clerk to Council Office at (803) 576-2060 or by e-mail at rccoco@richlandcountysc.gov.



Informational Agenda Briefing

Prepared by:	Maddison Wilkerson	Title:	Director
Department:	Budget and Grants Management	Division:	
Date Prepared:	March 5, 2024	Meeting Date:	March 12, 2024
Approved for consideration:		Assistant County Administrator	Lori J. Thomas, MBA, CGFO
Meeting/Committee	Strategic Planning Ad Hoc		
Subject:	Strategic Planning Public Dashboard		

On April 16, 2024, the County will roll-out the Strategic Planning Public Dashboard, a significant initiative designed to enhance transparency, communication, and accountability in the County's strategic planning efforts.

The Strategic Planning Public Dashboard is a digital platform that will provide monthly, quarterly, and annual updates and insights into the progress of the strategic initiatives, objectives, and goals. This dashboard aims to empower the community by offering accessible and comprehensive information regarding the County's strategic priorities and the actions being taken to achieve them.

Staff will spend the next month ensuring the historical data is accurate and will update the metrics for the current year.

The dashboard will be linked to the Richland County website, and the dashboard will be promoted through the County's Communications team.



Informational Agenda Briefing

Prepared by:	Dale Welch	Title:	Director
Department:	Information Technology	Division:	
Date Prepared:	February 7, 2024	Meeting Date:	March 12, 2024
Approved for consideration:		County Administrator	Leonardo Brown, MBA, CPM
Meeting/Committee	Strategic Planning Ad Hoc		
Subject:	County Website Redesign RFP		

A request for proposals (RFP) is being created to overhaul Richland County's website to better serve its residents. The updated website will create an interactive experience and make information readily accessible.

The draft RFP includes evaluation criteria that will be used by the selection committee to determine the vendor who will create the new and improved County website. Once the final draft of the RFP is complete, the timeline will be as follows:

Compose RFP and release in Bonfire	2 days
Advertising period	30 days
Evaluation period	14 days
Vendor Presentations	14 days
Evaluation of Presentations	3 days
Ranking of offerors	1 day
Notice of Intent to Award	10 days
Committee/Council award process	TBD

Presently, the RFP committee consists of several IT department staff and members representing departments all across the County.

Richland County Economic Development Public-Private Partnership Proposed Menu

Staple Menu Items

- **Prospect recruitment**
 - A P3 could allow the ability to have private sector stakeholders on speed dial to share their experience in Richland County to prospects. Invaluable, honest resource for prospective companies.
- **Workforce development**
 - Pipeline building – increasing partnerships with known stakeholders to build a better workforce pipeline, both for sectors Richland County currently does well (advanced manufacturing) and potential future growth sectors (life sciences, high-tech, etc). This could take the form of Parent’s Night Out at marquee manufacturing facilities, letting them see what manufacturing in 2024 looks like and share this message to their children; industry sponsored lunch and learns in K-12; and developing student apprenticeship programs to expose high school students to the job opportunities present in Richland County.
- **Existing Industry outreach**
 - A P3 could serve as a liaison for industry needs and effectively advocate for industry and advance their priorities– unlike many other entities in the workforce space, P3 wouldn’t be at the mercy of federal grant funding, which often narrows/dictates outcomes. This would allow the P3 to better advocate for advancing industry needs.
 - York County ED conducts a semiannual “Business Pulse” survey, in which it sends out questions to 200+ companies to gauge the county’s business climate and client satisfaction.
- **Targeted industry sectors**
 - Many P3s identify specific industries that economic development efforts should be focused on. For Richland County, given the Scout announcement and the locating of Mark Anthony Brewing in the county, these may include the Automotive sector and Food and Beverage type companies as well as “lifestyle” investments, including grocery retailers, healthcare providers and other retail and commercial businesses that enhance the overall quality of life of county citizens. See further information below.
- **Product development**
 - With arrival of Scout, the need to diversify the County’s economy has been fast-tracked. Injecting 4,000 more manufacturing employees into the market will create a level of saturation the County has not seen previously. This will necessitate RCEDO targeting and recruiting industries beyond advanced manufacturing. RCEDO (or the P3) plans on playing on already occurring development and/or the community’s unique attributes to strategically drive this change. Examples: UofSC’s new medical school arriving in late 2027; SC

Quantum, a statewide initiative housed in Columbia; heavy concentration of fin-tech; youngest county in the state and top 5% of counties for bachelor's degree or higher.

- This change in strategy may require deliberate and planned investment in real estate/product beyond the typical industrial park(s). P3 provides the ability to potentially leverage private sector funds and partnerships to drive these investments. Examples – Main Street Labs (Greenville); WestEdge (Charleston); Charleston TechCenter (Charleston); The Pearl (Charlotte, NC)
- **Marketing**
 - Increased Marketing focus could allow for the build-out of both a more developed, thorough website and an increased presence on social media that highlights all the benefits and advantages to locating in Richland County.
 - E.g., Western SC has an “Infrastructure” section on its webpage, highlighting transportation options, i.e. local and regional airport travel times, and links to all area utility providers, with capacity and average use statistics
- **Advertising and highlighting county/region lifestyle and opportunities-** housing, recreation, education, entertainment, climate, healthcare, cost of living, etc
 - Given South Carolina’s consistent success in recruiting Foreign Direct Investment, especially in the Upstate, Greenville Area Development Corporation has an “International” page on it’s website, where it lists multiple international companies in its region, then provides links to Education Opportunities and Support Organizations for the international community.

Specialty Menu Items

- **Advocacy Efforts**
 - Florence Progress hosts a Florence County Legislative Day at the State House to “raise awareness about Florence County among our state legislators by showcasing prominent businesses, industries, healthcare organizations, and educational institutions.”
 - The Myrtle Beach Regional Economic Development Corporation (*MBREDC*) promotes keeping cost of living low and Affordable Housing through residential areas in the region
- **Community Engagement**
 - Florence Progress also provides members first-come, first-serve tickets to the Florence Little Theatre and the Florence Symphony.
 - MBEDC offers an “Industry Awareness Development Course,” where participants can learn about various industries in Horry County, the importance of diversity in economic development in the county, and the role that the MBREDC plays in recruiting industry to and supporting industry within the county. The class participants meet one day per month in different regions of the county and visit existing industries within that region.
- **Ambassadorship**

- Wake County ED (Raleigh, North Carolina) has “Digital Ambassadors” that volunteer to post curated Wake County news stories to their social networks.
 - The Digital Ambassadors are leading a grassroots movement to show the rest of the world how great it is to call our region home. Digital Ambassadors share news online with their social networks, about everything from the Triangle's thriving economy to its burgeoning craft beer scene and game-changing startups.
 - In Richland County, this could include connecting with existing young professional groups (COR, YLS etc.) to offer behind the scene tours of businesses i.e. plant tours, creating excitement about what’s in our community. These folks then become better ambassadors of where they live.
- **Transportation**
 - Spartanburg has a model they piloted with SPARTA, United Way of the Upstate, and Spartanburg Regional Healthcare System, with the goal of supplementing fixed route bus services, yet allowing employees to cost-share for the work commute, similar to a shared Uber for commuting. Spin-off value is reduced carbon emissions, reduced parking overhead at a facility, and removing reliable transportation as a barrier to entry.
 - The Anderson County Development Corporation has an “Anderson County Rides Program,” which assists with helping individuals who meet certain qualifications and need a ride to work in Anderson County.
 - **Childcare**
 - A Richland County P3 could participate in a pilot program where employers, employees and the P3 all have skin in the game, potentially, to help solve the childcare crisis, addressing a significant barrier to entry for a large portion of the workforce.
 - Similar programs have been established in Michigan and Kentucky and could serve as examples for a similar program in Richland County.
 - **Targeted events**
 - Host receptions for Investors of P3 highlighting success, and helping them become better ambassadors of the org. and the community. Receptions could be around specific announcements (i.e. groundbreakings), initiatives, or strategic goals
 - Host brokers or site consultants on existing industrial and other properties. Shows available properties along with what’s possible in the County, so when projects hit their desks Richland is front of mind for location
 - One Spartanburg hosts events like Caffeinated Conversations, Professional Pours, and a CEO Social to bring the business community together in Spartanburg
 - Industry Council– private sector group that is convened for learning opportunities as well as act as change champions for initiatives that are crucial to continued growth in the County.



REQUEST OF ACTION

Subject: FY24 - District 1 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$8,000** for District 1.

B. Background / Discussion

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 1 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 0
SC Philharmonic	\$ 8,000
Total Allocation	\$ 8,000
Remaining FY2024 Balance	\$ 44,425

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY24 - District 5 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$15,000** for District 5.

B. Background / Discussion

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 5 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 47,625
Historic Columbia	\$ 15,000
Total Allocation	\$ 15,000
Remaining FY2024 Balance	\$ 15,150

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY24 - District 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$30,000** for District 7.

B. Background / Discussion

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 53,025
American Heart Association	\$ 15,000
Historic Columbia	\$ 15,000
Total Allocation	\$ 30,000
Remaining FY2024 Balance	\$ 40,950

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY24 - District 8 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$7,500** for District 8.

B. Background / Discussion

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 8 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$135,125
Phi Beta Sigma- Beta Chi Sigma	\$ 5,000
Serve & Connect	\$ 2,500
Total Allocation	\$ 7,500
Remaining FY2024 Balance	\$175,300

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY24 - District 10 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$25,000** for District 10.

B. Background / Discussion

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 10 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 42,625
LR Sweet Potato Festival	\$ 20,000
Columbia City Ballet (SC Ballet)	\$ 5,000
Total Allocation	\$ 25,000
Remaining FY2024 Balance	\$ 80,050

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.