



Richland County Council
Regular Session
MINUTES
June 3, 2025 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Jesica Mackey, Chair; Derrek Pugh, Vice-Chair; Jason Branham, Derrek Pugh, Tyra Little, Paul Livingston, Allison Terracio (via Zoom), Don Weaver, Gretchen Barron, Tish Dozier-Alleyne, Jesica Mackey, Cheryl English, and Chakisse Newton.

OTHERS PRESENT: Anette Kirylo, Patrick Wright, Ashiya Myers, Aric Jensen, Kyle Holsclaw, Angela Weathersby, Kenny Bowen, Lori Thomas, Stacey Hamm, Andy Haworth, Michelle Onley, Judy Carter, Tamar Black, Jennifer Wladischkin, Michael Byrd, Jeff Ruble, Jackie Hancock, Leonardo Brown, Michael Maloney, Brittany Hammond, Oscar Rosales, Quinton Epps, Wayne Thornley, and Jani Hussain.

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Honorable Allison Terracio led the Invocation.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Jesica Mackey.
4. **PRESENTATION OF RESOLUTIONS**
 - a. **A Resolution Honoring the Life and Legacy of Dr. Matilda A. Evans** – Ms. Barron moved to defer this item until the June 17th Council meeting, second by Mr. Livingston.
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The vote in favor was unanimous.
 - b. **A Resolution Recognizing June as Fatherhood Month {Resolution #2025-0603-001}** – Ms. Barron moved to adopt the resolution recognizing June as Fatherhood Month, seconded by Mr. Pugh.
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The vote in favor was unanimous.
The County Administrator, Leonardo Brown, read the resolution into the record.
5. **APPROVAL OF MINUTES**
 - a. **Special Called Meeting: May 13, 2025**
 - b. **Zoning Public Hearing: May 20, 2025**
 - c. **Budget Public Hearing: May 22, 2025**
Ms. Newton moved to approve the May 13th Special Called, May 20th Zoning Public Hearing, and May 22nd Budget Public Hearing minutes as distributed, seconded by Ms. Barron.
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The vote in favor was unanimous.
6. **ADOPTION OF AGENDA** – Mr. Livingston moved to adopt the agenda as published, seconded by Ms. Newton.
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

The vote in favor was unanimous.

7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – County Attorney Patrick Wright noted the items eligible for Executive Session:

- a. Property Inquiry – Capital Projects: Columbia Place Mall – TMS # R16904-01-02 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- b. Legal Advice regarding Budget Items [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- c. Legal Advice: Tourism Development Fee [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]

8. **CITIZENS' INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing
 1. Darrin Thomas, 22 Sunturf Circle, Columbia, SC 29223 – Columbia Black Expo.

9. **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) – No one signed up to speak.

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Updates for Consideration – No updates were given.
- 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. *County Administration - \$70M General Obligation Bonds – Emergency Operations Center & Safe Housing Unit: Staff requests approval of a bond ordinance and reimbursement resolution for the issuance of \$70,000,000 in general obligation bonds to construct a new Emergency Operations Center and a Safe Housing Unit at Alvin S. Glenn Detention Center* – Mr. Brown stated staff is requesting Council to approve a reimbursement resolution, which will allow the County to utilize funds on hand. Once the bonds are received, those funds will be used to pay the County back.

Ms. English moved to approve the reimbursement resolution, seconded by Ms. Alleyne.

Mr. Weaver inquired about the breakdown of the \$70 million.

Mr. Brown indicated that approximately \$40 million would be utilized for the Detention Center, and the Emergency Operations Center would be roughly \$36 million.

Ms. Barron asked how long it would take for the funds to be reimbursed to the General Fund.

Mr. Brown stated that any monies spent would be reimbursed soon after receiving the bond funds.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The vote in favor was unanimous.

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

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

The motion for reconsideration failed.

11. **REPORT OF THE CLERK OF COUNCIL**

- a. FY 2025-2026 Budget Meetings – Ms. Anette Kyrlo, Clerk to Council, indicated that the following budget readings will be held in Council Chambers.
 - June 5, 2025 – 2nd Reading of Budget (6:00 PM)
 - June 17, 2025 – 3rd Reading of Budget (6:00 PM)
- b. Upcoming Council District Events – Ms. Kyrlo noted the following upcoming Council District Events:
 - Sunday, June 8th – District 7 – Safety Sunday, Meadowlake Park, 600 Beckman Road, 3:00-5:00 PM
 - Monday, June 9th – District 7 – Rezoning Town Hall, Parklane Adult Activity Center, 7494 Parklane Road, 6:00-7:30 PM
 - Wednesday, June 16th – District 11 – Rezoning Town Hall, Garners Ferry Adult Activity Center, 8620 Garners Ferry Road, 6:00-7:30 PM

- Thursday, June 26th – District 10 – Comprehensive Plan Update, Eastover Park, 1031 Main Street, Eastover, 6:00-7:30 PM

- c. State of the Penny, Thursday, June 12th, Council Chambers, 6:00 PM – Ms. Kirylo noted the State of the Penny will be held on June 12th at 6:00 PM in Council Chambers.

12. **REPORT OF THE CHAIR**

- a. 2026 Strategic Planning Forum – Ms. Mackey requested Councilmembers to provide proposed dates and locations to the Clerk to Council and Chair within the next two weeks.

13. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance Authorizing the East Richland County Public Service District, South Carolina, to issue not exceeding \$10,000,000 of General Obligation Bonds and providing for other matters relating thereto
 - 1. Lisa Stewart, 5526 Lakeshore Drive, Columbia, SC 29206 – Spoke in favor.
- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 18, Offenses, to add a new subsection, Hate Intimidation, to establish the offense and to provide a penalty for each violation
 - 1. Anna Herron, 21 Oak Lake Court, Blythewood, SC 29016 – Spoke in opposition.
 - 2. West Russell, 13 Shadow Creek Court, Columbia, SC 29209 – Spoke in favor.
 - 3. J. C. Baylor, 1310 Lady Street, Columbia, SC 29201 – Spoke in opposition.
 - 4. Jason Brenkus, 212 Aderly Oak Loop, Irmo, SC 29063 – Spoke in opposition.
 - 5. Jessica Thomas, 209 Canal Place Drive, Columbia, SC 29201 – Spoke in favor.
 - 6. Justice Hills, 7030 Frandall Avenue, Columbia, SC 29223 – Spoke in favor.
 - 7. Alexis Dowling, 4500 Hardscrabble Road, Columbia, SC 29229 – Spoke in favor.
- c. 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 Palmetto Federal Credit Union; and other related matters – No one signed up to speak.
- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Pontiac LLC 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.

14. **APPROVAL OF CONSENT ITEMS**

- a. Case #25-018MA, Joyce S. Burgess, INC to GC (0.83 Acres), 7600 Wilson Boulevard, TMS # R143003-02-25 {District 7} [SECOND READING]
- b. Utilities – Metron-Farnier, LLC
- c. Utilities – Equipment Purchase from Pete Duty Associates, Carolina Lift Station, P&S Construction
- d. Risk Management – Fleet – One-Year First Vehicle Services extension
- e. Public Works – Solid Waste & Recycling – Municipal Solid Waste Host Agreement
- f. Public Works – Stormwater Management – Hickory Ridge Conveyance System Upgrades

Ms. Newton moved to approve Items 14(a)-14(f), seconded by Mr. Pugh.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

The vote in favor was unanimous.

Ms. Newton moved to reconsider Items 14(b)-14(f), seconded by Ms. Barron.

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

The motion for reconsideration failed.

15. **THIRD READING ITEMS**

- a. An Ordinance Authorizing the East Richland County Public Service District, South Carolina to issue not exceeding \$10,000,000 of General Obligation Bonds; and providing for other matters related thereto {Ordinance 032-25HR} – Mr. Weaver moved to approve this item, seconded by Ms. Barron.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

The vote in favor was unanimous.

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

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

The motion for reconsideration failed.

- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 18, Offenses, to add a new subsection, Hate Intimidation, to establish the offense and to provide a penalty for each violation {Ordinance 033-25HR} – Mr. Livingston moved to approve this item, seconded by Ms. Little.

Mr. Branham inquired if the ordinance violates any protection of speech at the State or Federal level.

Mr. Wright maintained that the ordinance does not violate protected speech and has been implemented in several South Carolina municipalities.

Mr. Branham requested a friendly amendment to Sec. C(1)(a) as follows: "Upon conviction, a person charged with a violation of this section shall be deemed guilty of a misdemeanor..."

Mr. Livingston and Ms. Little accepted the friendly amendment.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

The vote in favor was unanimous.

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

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The motion for reconsideration failed.

- c. 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 Palmetto Citizens Federal Credit Union; and other related matters {Ordinance 034-25HR} – Mr. Weaver moved to approve this item, seconded by Ms. Alleyne.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The vote in favor was unanimous.

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

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The motion for reconsideration failed.

16. **SECOND READING ITEMS**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to a company identified for the time being as Project Catalyst; and other related matters – Ms. English moved to approve this item, seconded by Ms. Barron.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, English, and Newton.

Recuse: Mackey (due to her parent company representing the applicant)

The vote in favor was unanimous.

17. **FIRST READING ITEMS**

- a. An Ordinance Authorizing a deed to NE/S Lykes Lane, Columbia, South Carolina, County TMS #R06400-01-01 [BY TITLE ONLY] – Mr. Livingston moved to approve this item, seconded by Ms. Barron.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

The vote in favor was unanimous.

- b. An Ordinance Authorizing the termination of a conservation easement on certain land currently owned by the Ball Family Revocable Trust – Ms. English moved to approve this item, seconded by Ms. Barron.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The vote in favor was unanimous.

- c. An Ordinance Authorizing a deed to 120 Clemson Road, Columbia, South Carolina; County TMS #R25608-01-38 [BY TITLE ONLY] – Ms. English moved to approve this item, seconded by Ms. Barron.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Barron, Alleyne, Mackey, English, and Newton.

Recuse: Weaver (due to his owning land adjacent to the property)

The vote in favor was unanimous.

18. **REPORT OF THE RULES AND APPOINTMENTS COMMITTEE**

a. **NOTIFICATION OF APPOINTMENTS**

1. Procurement Review Panel – Five (5) Vacancies (ONE applicant must represent the Construction Industry, ONE applicant must represent the Professional Services Industry, ONE applicant must represent the Service Industry, ONE applicant must represent the Public Procurement Industry, and ONE applicant must represent the Consumer Industry)

Ms. Barron stated that the committee recommended appointing Mr. Eric Pinckney to the Procurement Review Panel to fill the Public Procurement vacancy and to readvertise the remaining vacancies.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

The vote in favor was unanimous.

Ms. Barron noted that the current board, commission, and committee application submission deadline is June 13th 2025.

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

a. Alvin S. Glenn Detention Center – Status Updates

1. Personnel Updates [EXECUTIVE SESSION] [Pursuant to SC Code of Laws, Sec.30-4-70(a)(1) and (a)(2)] – The County is receiving applications from multiple states regarding the Detention Center Director position.
2. Infrastructure Updates—Mr. Brown indicated that the information in the agenda packet represents what was shared with the Detention Center Ad Hoc Committee.
3. Columbia Area Mental Health—The County Council approved the County entering into an agreement with Columbia Area Mental Health to have an on-site individual stationed at Alvin S. Glenn Detention Center to allow for better access to detainees who have mental health issues. The County did enter into a Memorandum of Understanding. Since then, the Department of Mental Health has made the MOU a contractual agreement. The execution of that contract will come back before this body because the contractual amount exceeds the Administrator's spending threshold.

20. **REPORT OF THE AFFORDABLE HOUSING AD HOC COMMITTEE**

- a. Government & Community Outreach – Community Development Division Updates – Ms. Terracio noted the committee received a report from Ms. Callison Richardson, Grants and Community Outreach Division Manager regarding the reopening of our Richland County Homeownership Assistance Program, the \$3M Notice of Funding Availability for Affordable Housing Projects, and the Operation One Touch Program.

The committee is working with the Clerk to Council's Office to schedule their next meeting.

1. Richland County Homeownership Assistance (RCHAP)
2. \$3M Notice of Funding Availability for Affordable Housing Projects
3. Operation One Touch (OOT) Update

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

- a. Award of Construction for Dirt Road Package P – Mr. Livingston stated the committee recommended award of construction to McClam & Associates, Inc. in the amount of \$3,272,038.22 with a 15% contingency for a total approved amount of \$3,762,843.95.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

The vote in favor was unanimous.

- b. Easement to Dominion Energy at American Italian Way—Mr. Livingston stated that the committee recommended approving the granting of an easement in support of the affected businesses.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

The vote in favor was unanimous.

Ms. Newton moved to reconsider Items 21(a) and (b), seconded by Ms. Barron.

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

The motion for reconsideration failed.

22. **OTHER ITEMS**

- a. FY25 District 3 Hospitality Tax Allocations (New Capernaum Life Service – UniverSoul Circus - \$5,000)
- b. FY25 – District 4 Hospitality Tax Allocations – (Black Pages International - \$5,000, New Capernaum Life Services – UniverSoul Circus - \$5,000)
- c. FY25 District 8 Hospitality Tax Allocations (Black Pages International - \$5,000, New Capernaum Life Services – UniverSoul Circus - \$5,000)
- d. FY25 – District 9 Hospitality Tax Allocations (New Capernaum Life Services – UniverSoul Circus - \$5,000)
- e. FY25 – District 10 Hospitality Tax Allocations (Black Pages International - \$8,000)
- f. A Resolution to appoint and commission Ralph Guyton as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County
- g. A Resolution to appoint and commission Rodney Howell as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County
- h. A Resolution to appoint and commission Almon Brown as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County
- i. A Resolution to appoint and commission Christopher Griffith as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County
- j. A Resolution to appoint and commission James O. Ballentine as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County

Ms. Newton moved to approve Items 22(a)-22(j), seconded by Ms. Mackey.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

The vote in favor was unanimous.

Ms. Newton moved to reconsider Items 22(a)-22(j), seconded by Ms. Barron.

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

The motion for reconsideration failed.

23. **EXECUTIVE SESSION** – Ms. Barron moved to go into Executive Session, seconded by Ms. English.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The vote in favor was unanimous.

***Council went into Executive Session at approximately 7:08 PM
and came out at approximately 7:41 PM***

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

In Favor: Branham, Pugh, Little, Livingston, Weaver, Barron, Alleyne, Mackey, English, and Newton.

Not Present: Terracio

The vote in favor was unanimous.

Ms. Mackey indicated Council entered into Executive Session to receive legal advice. No action was taken in Executive Session.

- a. Property Inquiry – Capital Projects: Columbia Place Mall – TMS # R16904-01-02 [Pursant to SC Code of Laws, Sec. 30-4-70(a)(2)] – Ms. Little moved to authorize the Administrator to sign the agreement to purchase TMS #R16904-01-02, seconded by Ms. Barron.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

The vote in favor was unanimous.

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

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

The motion for reconsideration failed.

- b. Legal Advice regarding Budget Items [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.

Legal Advice: Tourism Development Fee [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.

24. **MOTION PERIOD** – No motions were submitted.

POINT OF PERSONAL PRIVILEGE: Mr. Weaver reminded his colleagues to attend the Richland County Art & Ag Tour, which is scheduled for the weekend of June 7th and 8th, 2025.

25. **ADJOURNMENT** – Ms. Barron moved to adjourn the meeting, seconded by Ms. English.

In Favor: Branham, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.

Not Present: Pugh

The vote in favor was unanimous.

The meeting adjourned at approximately 7:44 PM.



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

RECOGNIZING JUNE AS FATHERHOOD MONTH

WHEREAS, fathers represent an important and crucial foundational element of resilient families, providing love, guidance, and support to their children and when fathers take an active role in leading and engaging with their children, these young individuals thrive in social, emotional and academic domains; and

WHEREAS, the significant influence of fathers on their children's development is profound, as they impart values, encourage personal growth, and nurture resilience; and

WHEREAS, the South Carolina Center for Fathers and Families, established in 2002, has emerged as a pivotal source of support, equipping tens of thousands of fathers throughout our state with essential resources and knowledge to fulfill their responsibilities in fatherhood; and

WHEREAS, the longstanding collaboration between the Center and the South Carolina Department of Social Services, alongside other state, local, and private entities, has facilitated the Center's expansion into all forty -six counties and the enhancement of innovative programs designed to better serve a greater number of fathers; and

WHEREAS, the Center has successfully supported, developed, and broadened its Father365 statewide network of regional fatherhood organizations that directly impact thousands of fathers and families every year and continues to exemplify a model for fatherhood initiatives on a national level; and

WHEREAS, the month of June presents an opportunity for all citizens of our county to celebrate and honor the essence of fatherhood, acknowledging the unwavering efforts of fathers in shaping the future of our communities; and

NOW, THEREFORE BE IT RESOLVED, that Richland County Councilmembers, Jason Branham, Derrek Pugh, Tyra K. Little, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, Tish Dozier Alleyne, Jesica Mackey, Cheryl English and Chakisse Newton elevate Fatherhood Month throughout the county and encourage all citizens in Richland County, South Carolina to express their gratitude for the fathers in their lives. This initiative aims to celebrate the significant contributions of fathers and to promote their active involvement in the lives of their children. Such involvement is essential for enhancing the well-being of young individuals, cultivating responsible citizens, and strengthening families and communities across our country. and promote the active involvement of fathers in children's lives to enhance the lives of our children, build better citizens, and strengthen South Carolina families and communities.

Derrek Pugh, Vice Chair
Richland County District 2

Jesica Mackey, Chair
Richland County Council District 9

ATTEST this 3rd day of June 2025

Anette Aquino Kirylo
Richland County Clerk of Council

**RICHLAND COUNTY
ADMINISTRATION**

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



Report of the County Administrator

REGULAR SESSION Tuesday, June 3, 2025

ITEMS FOR EXECUTIVE SESSION:

PROPERTY INQUIRY - CAPITAL PROJECTS: COLUMBIA PLACE MALL - TMS No. R16904-01-02 [PURSUANT TO SC CODE OF LAWS, SEC. 30-4- 70(A)(2)]

UPDATES FOR CONSIDERATION:

GENERAL UPDATES

ADMINISTRATOR'S NOMINATION:

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

COUNTY ADMINISTRATION - \$70M GENERAL OBLIGATION BONDS – EMERGENCY OPERATIONS CENTER & SAFE HOUSING UNIT: Staff requests approval of a bond ordinance and reimbursement resolution for the issuance of \$70,000,000 in general obligation bonds to construct a new Emergency Operations Center and a Safe Housing Unit at Alvin S. Glenn Detention Center.

ATTACHMENTS:

1. Agenda Briefing: County Administration - \$70m General Obligation Bonds – Emergency Operations Center & Safe Housing Unit

**RICHLAND COUNTY
ADMINISTRATION**

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

Report of the County Administrator Attachment 1**Agenda Briefing**

Prepared by:	Lori Thomas	Title:	Assistant County Administrator	
Department:	Administration	Division:		
Date Prepared:	May 22, 2025	Meeting Date:	June 3, 2025	
Legal Review	Patrick Wright via email		Date:	May 27, 2025
Budget Review	Brittany Hammond via email		Date:	May 27, 2025
Finance Review	Stacey Hamm via email		Date:	May 23, 2025
Approved for consideration:		County Administrator		Leonardo Brown, MBA, CPM
Meeting/Committee	Regular Session			
Subject	\$70M General Obligation Bonds – Emergency Operations Center & Safe Housing Unit			

RECOMMENDED/REQUESTED ACTION:

Staff requests approval of a bond ordinance and reimbursement resolution for the issuance of \$70,000,000 in general obligation bonds to construct a new Emergency Operations Center and a Safe Housing Unit at Alvin S. Glenn Detention Center.

The documents attached are draft documents that will be updated with current information as it becomes available prior to third reading.

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:

This issuance will have no impact on property taxes as payments can be made within the current debt millage collections.

Applicable fund, cost center, and spend category:

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

The County Attorney's Office has provided corrections/revisions to the draft bond ordinance to Bond Counsel.

REGULATORY COMPLIANCE:

Pursuant to State law, the issuance of general obligation bonds within 8% of the assessed value of property within the County must be approved by the County Council.

MOTION OF ORIGIN:

"...the committee recommended the issuance of \$70,000,000 in General Obligation Bonds to fund the Emergency Management Operations Center and Safe Housing Unit at the Alvin S. Glenn Detention Center."

Council Member	Recommendation of the Strategic Planning Ad Hoc Committee
Meeting	Regular Session
Date	April 1, 2025

STRATEGIC & GENERATIVE DISCUSSION:

The approval of the issuance of the general obligation bonds will allow the County to address two pressing needs.

The County's current Emergency Operations Center is aged, does not have a physical footprint to provide for effective management in the event of a disaster., and has been cited by state and federal agencies as inadequate.

Secondly, the Alvin S. Glenn Detention Center is often at capacity for detainees and sometimes lacks adequate bed space to allow special attention to be given to those in physical, mental, or emotional crisis. The construction of a new housing unit to address these situations will provide additional capacity at the center while also providing an additional level of service to care for those detainees with needs that exceed those of the general population.

The request requires the approval of a bond ordinance and a reimbursement resolution.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Plan for growth through inclusive and equitable infrastructure

Objective: Create excellent facilities

Goal: Establish operational excellence

Objective: Address current and future resource needs

SUMMATIVE OVERALL COUNTY IMPACT:

- The new Emergency Operations Center will provide better emergency services and response times as well as response and support for disaster recovery efforts.
- The Safe Housing Unit is an effort to reduce recidivism and improve the welfare of detainees in Richland County's care.

ATTACHMENTS:

1. Draft General Obligation Bond Ordinance
2. Draft Reimbursement Resolution

RICHLAND COUNTY, SOUTH CAROLINA

ORDINANCE NO. _____ - 25HR

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED SEVENTY MILLION DOLLARS (\$70,000,000), TO FUND THE COSTS OF CERTAIN CAPITAL PROJECTS; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE DETAILS OF THE ISSUANCE AND SALE OF THE BONDS AND THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS AND THE PAYMENT OF THE BONDS; AND OTHER RELATED MATTERS.

ADOPTED: [JULY 15], 2025

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ORDINANCE NO. _____ - 25HR

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED SEVENTY MILLION DOLLARS (\$70,000,000), TO FUND THE COSTS OF CERTAIN CAPITAL PROJECTS; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE DETAILS OF THE ISSUANCE AND SALE OF THE BONDS AND THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS AND THE PAYMENT OF THE BONDS; AND OTHER RELATED MATTERS.

THE RICHLAND COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:

SECTION 1. Findings. The County Council (“Council”) of Richland County, South Carolina (“County”), finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, (“Constitution”) and Title 4, Chapter 15, and Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended (collectively, the foregoing is the “County Bond Act”), provides that each county may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county (“Bonded Debt Limit”).

(b) The County Bond Act further provides that if general obligation debt is authorized by a majority vote of the qualified electors of a county voting in a referendum, then there are no conditions or restrictions with respect to the amount of general obligation debt incurred except those restrictions and limitations imposed in the authorization to incur such indebtedness;

(c) County Council has determined that it is in the best interest of the County to undertake the capital projects as more particularly described on Schedule I, or to undertake such other projects as are approved by Council in the County’s capital improvement program (collectively, “Capital Projects”);

(d) The assessed valuation of all property in the County as of [], 2025 (unaudited), for purposes of determining the Bonded Debt Limit of the County is not less than \$[]. Eight percent (8%) of this assessed value is \$[] (“County’s Bonded Debt Limit”). As of the date of this Ordinance, the County has outstanding no more than \$106,240,000 of general obligation indebtedness which counts against the County’s Bonded Debt Limit (“Outstanding Eight Percent Debt”). As of the date of this Ordinance, the difference between the County’s Bonded Debt Limit and its Outstanding Eight Percent Debt is \$[], which amount is the not exceeding amount of general obligation indebtedness that the County may incur without a referendum; and

(e) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more series of general obligation bonds of the County, taxable or tax-exempt, pursuant to the provisions of the Constitution and laws of the State of South Carolina, in an amount not to exceed

Seventy Million Dollars (\$70,000,000) for the purposes of: (i) funding the costs of the Capital Projects and (ii) paying the costs of issuance related to the Bonds (defined below).

SECTION 2. Authorization and Details of the Bonds. Pursuant to the Act, the County is authorized to issue not exceeding Seventy Million Dollars (\$70,000,000) in general obligation bonds of the County to be designated as “General Obligation Bonds” (the “Bonds”), for the purposes set forth in Section 1(e) above. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully registered bonds; dated the date of their delivery or such other date as may be selected by the County Administrator or his lawful designee (collectively, “County Administrator”); may be in any whole dollar denomination or denominations of \$5,000 or any whole multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest from their date of issuance as may be determined by the County Administrator; and shall mature in such amounts and at such times as determined by the County Administrator.

SECTION 3. Delegation of Certain Details of the Bonds to the County Administrator. The Council delegates to the County Administrator all determinations regarding the sale and issuance of the Bonds and the form and details of the Bonds. The County Administrator is directed to consult with the County’s bond counsel and financial advisor in making any such determinations. The County Administrator shall keep Council advised of the status of the sale and issuance of the Bonds.

SECTION 4. Registrar/Paying Agent. Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. As determined by the County Administrator, the County Treasurer or a qualified financial institution shall serve as the registrar/paying agent for the Bonds (“Registrar/Paying Agent”) and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

SECTION 5. Registration and Transfer. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bonds shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of the Bonds, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee new fully registered Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bonds. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name the Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums

so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

SECTION 6. Record Date. The County establishes a record date ("Record Date") for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

SECTION 7. Lost, Stolen, Destroyed or Defaced Bonds. In case any Bond, at any time, is mutilated in whole or in part, or lost, stolen or destroyed, or defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such substitute bond is issued.

All expenses necessary for the providing of any substitute bond shall be borne by the applicant therefor.

SECTION 8. Book-Entry System.

(a) Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be affected pursuant to rules and procedures established by such securities depository. The initial securities depository for the Bonds will be The Depository Trust Company ("DTC"). DTC and any successor securities depositories are hereinafter referred to as the "Securities Depository." The Bonds shall be registered in the name of Cede & Co., as the initial Securities Depository nominee for the Bond. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the "Securities Depository Nominee."

(b) As long as the Bonds are being held under a book-entry system, the Securities Depository Nominee will be recognized as the holder of the Bonds for the purposes of (i) paying the principal, interest and premium, if any, on such Bonds, (ii) selecting the portions of the Bonds to be redeemed if the Bonds are to be redeemed in part, (iii) giving any notice permitted or required to be given to bondholders under this Ordinance, (iv) registering the transfer of the Bonds, and (v) requesting any consent or other action to be taken by the holder of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, beneficial owner or other person claiming a beneficial ownership in the Bonds which is registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bonds.

(d) The County shall pay all principal, interest and premium, if any, on the Bonds issued under a book-entry system only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal, interest and premium, if any, on such Bonds.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall execute and the Registrar/Paying Agent shall authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with the Registrar/Paying Agent for the authentication, registration and delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bonds by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bonds, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

SECTION 9. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual, facsimile, or electronic signature of the Chairman of Council ("Chair") and attested by the manual, facsimile, or electronic signature of the Clerk to Council under the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication in substantially the form set forth in Exhibit A executed by the manual, facsimile or electronic signature of an authorized representative of the Registrar/Paying Agent.

SECTION 10. Form of Bonds. The Bonds shall be in substantially the form set forth in Exhibit A, with such variations as may be determined by the County Administrator under Section 3.

SECTION 11. Security for Bonds. The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as they mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the County an *ad valorem* tax, without limitation as to rate or amount, sufficient for such purposes.

SECTION 12. Exemption from State Taxation. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all South Carolina, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general

revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

SECTION 13. Sale of Bonds, Form of Notice of Sale. The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code of Laws of South Carolina, 1976, as amended, as the County Administrator may determine, using a notice of sale or other similar method to solicit offers for the purchase of the Bonds, as the County Administrator may determine.

SECTION 14. Deposit and Application of Bond Proceeds. The proceeds derived from the sale of the Bonds are to be used for the purposes set forth herein and shall be applied by the County solely to the purposes for which the Bonds have been issued.

SECTION 15. Preliminary and Final Official Statement. If required to sell the Bonds, the County authorizes and directs the County Administrator to prepare, or cause to be prepared, and use, or cause to be used, a preliminary Official Statement and a final Official Statement according to Rule 15c2-12 promulgated by the Securities Exchange Commission ("Rule 15c2-12"), and further authorizes and directs such other appropriate County staff to prepare and provide such information as may be necessary for the County Administrator to so prepare and use such preliminary Official Statement and final Official Statement in connection with the sale of the Bonds. The County Administrator is further authorized to "deem final" the preliminary Official Statement on behalf of the County in accordance with Rule 15c-12.

SECTION 16. Defeasance.

(a) If any Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such Bonds. A Bond shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If a bank or other institution serving in a fiduciary capacity, which may be the Registrar/Paying Agent ("Escrow Agent"), shall hold, at the stated maturities of the Bond, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such Bond or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium, if any, due and to become due on such Bonds and prior to the maturity date or dates of such Bonds, or, if the County shall elect to redeem such series Bond prior to its stated maturity, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the Bond, on and prior to the redemption date of such Bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the

principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such Bond on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to any Bond, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a Bond, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such Bond, to pay to the owners of such Bond the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such Bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any Bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 16(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the Bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 16 has been made with the Escrow Agent, (ii) the Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, premium, if any, and interest on, the Bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the Bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

SECTION 17. Authority to Issue Bond Anticipation Notes. If the County Administrator or Chair, after consultation with the County's financial advisor or bond counsel, should determine that issuance of bond anticipation notes ("BANs") pursuant to Chapter 17 of Title 11 of the Code of Laws of South Carolina, 1976, as amended (the "BAN Act") rather than Bonds would result in a substantial savings in interest under prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator or Chair is hereby further requested and authorized to effect the issuance of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof the County Administrator and Chair should determine that further issuance of BANs rather than Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in

the best interest of the County, the County Administrator and Chair are requested to continue the issuance of BANs until the County Administrator and Chair determine to issue the Bonds on the basis as aforesaid, and the Bonds are issued.

SECTION 18. Details of Bond Anticipation Notes. Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest either from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate determined or accepted by the County Administrator and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the County Administrator.

(b) The BANs shall be numbered from one upwards for each issue and shall be in any whole dollar denomination or in the denomination of \$5,000 or any integral multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of the Registrar/Paying Agent or, at the option of the County, by the purchaser thereof.

(c) The County Administrator and Chair are authorized to carry out the sale of the BANs and to fix the rate of interest to be borne thereby.

(d) The BANs shall be in substantially the form attached hereto as Exhibit B.

(e) The BANs shall be issued in fully registered or bearer form or a book-entry-eligible form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new note of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a substitute note, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully-registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new note or notes of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully-registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of

any BAN in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of notes in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully registered form is exercised, the County shall execute and deliver notes in accordance with the provisions of this Ordinance. All BANs in fully registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully-registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

SECTION 19. Security for Bond Anticipation Notes. For the payment of the principal of and interest on the BANs as the same shall fall due, the full faith, credit and taxing power of the County shall be pledged. In addition thereto, so much of the principal proceeds of the Bonds when issued shall and is hereby directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or Bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

SECTION 20. Tax and Securities Laws Covenants.

(a) The following covenants shall be applicable to any series of Bonds or BANs that are sold on a tax-exempt basis:

(i) The County covenants that no use of the proceeds of the sale of the Bonds or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bonds or BANs would have caused the Bonds or BANs to be "arbitrage bonds," as defined in the Internal Revenue Code of 1986, as amended ("Code"), and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under the Code so long as the Bond is outstanding.

(ii) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(iii) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(b) The County covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure agreement, dated the date of delivery of the Bonds, which will meet the requirements of (i) Rule 15c2-12 and (ii) Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

SECTION 21. Authorization for County Officials to Execute Documents; Ratification of Prior Acts. The Council authorizes the Chair, County Administrator, Clerk to Council and other county officials or their designees (collectively, “Authorized Representatives”), each acting within their respective official capacity, to execute and consent to such documents and instruments as may be necessary to effect the intent of this Ordinance. Except as otherwise specifically stated in this Ordinance, any actions taken by any Authorized Representatives prior to the date of this Ordinance in furtherance of the issuance and sale of the Bonds or the financing of the costs of Capital Projects, including the expenditure of funds and the execution of documents, are hereby approved, ratified and confirmed in all respects.

SECTION 22. Publication of Notice of Adoption of Ordinance. Pursuant to the provisions of Section 11-27-40 of the Code, the County Administrator, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

SECTION 23. Retention of Bond Counsel and Other Professionals. The Council authorizes the County Attorney to retain the law firm of Parker Poe Adams & Bernstein LLP as its bond counsel, and authorizes the County Administrator to retain the firm of First Tryon Advisors, as its financial advisor, in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter into such other contractual arrangements and hire such other professionals as may be necessary to effect the issuance, sale, execution and delivery of the Bonds, and the other transactions contemplated by this Ordinance.

SECTION 24. Reserved.

SECTION 25. General Repealer. All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

SECTION 26. No Personal Liability. No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained herein or in the Bonds or BANs, and any other incorporated or referenced documents against any elected official of the County or any officer or employee of the County, as such, in his or her individual or personal capacity, past, present or future, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance, the Bonds and BANs are solely governmental obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any director, officer or employee, as such, past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the owners of the Bonds or BANs or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such elected official, officer and employee is, by the enactment of this Ordinance and the execution of the Bonds and BANs, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds and BANs, expressly waived and released. The immunity of elected officials, officers and employees of the County and waiver and release of personal liability under the provisions contained in this Section shall survive the termination of this Ordinance and maturity of the Bonds or BANs issued hereunder.

[Signature Page Follows]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council
Richland County, South Carolina

[SEAL]

ATTEST:

Clerk to County Council
Richland County, South Carolina

RICHLAND COUNTY ATTORNEY'S OFFICE

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

READINGS:

First Reading: June 3, 2025

Second Reading: [], 2025

Public Hearing: [], 2025

Third Reading: [Ord Date], 2025

SCHEDULE I
CAPITAL PROJECTS

Constructing additions to, expanding, rehabilitating, improving and equipping the Alvin S. Glenn Detention Center.

Acquiring, constructing, expanding, renovating, improving and equipping an Emergency Operations Center.

EXHIBIT A
FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (“SECURITIES DEPOSITORY”), TO RICHLAND COUNTY, SOUTH CAROLINA, OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE SECURITIES DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA

RICHLAND COUNTY
GENERAL OBLIGATION BONDS
[TAXABLE] SERIES 2025

No. R-[]

Interest Rate	Maturity Date	Issue Date	Original CUSIP
[]%	[]	[Closing Date], 2025	[]

REGISTERED OWNER: []

PRINCIPAL AMOUNT: [] DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the “County”), is justly indebted and, for value received, hereby promises to pay to the Registered Owner named above, its successors or registered assigns, the principal amount shown above on the maturity date shown above, and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until the County’s obligation with respect to the payment of such principal sum shall be discharged.

[Principal and interest on this bond are payable at maturity on [], and will be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the [], as registrar/paying agent (the “Registrar/Paying Agent”). The principal of and interest on this bond is payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that the interest on this fully registered bond will be paid by check or draft as set forth above.]

[Interest on this bond is payable semiannually on _____ 1 and _____ 1 of each year commencing _____ 1, 20[], until this bond matures, and shall be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the Registrar/Paying Agent, at the close of business on the 15th day of the calendar month next preceding each semiannual interest payment date. The principal and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and

private debts, provided, however, that interest on this fully registered bond shall be paid by check or draft as set forth above.]

This bond is [one of an issue of bonds (the “Bonds”) of like date, of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \$_____,] issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15 and Title 11, Chapter 27 Code of Laws of South Carolina, 1976, as amended; and an Ordinance duly adopted by the Richland County Council on [July 15], 2025 (the “Ordinance”). All capitalized terms used but not defined in this bond will have the meanings given in the Ordinance.

This bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar/Paying Agent.

For the payment of the principal of and interest on this bond as it matures and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, resources and taxing power of the County are hereby irrevocably pledged, and there shall be levied annually by the County Auditor and collected by the County Treasurer in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this bond as it matures and to create such sinking fund as may be necessary therefor.

[The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by participants in the Securities Depository (“Participants”), with beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County and the Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by Participants will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the Securities Depository.]

[The Bonds maturing on or prior to _____ 1, _____, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after _____ 1, _____, shall be subject to redemption at the option of the County on or after _____ 1, _____, as a whole or in part at any time, and if in part in such order of maturities as shall be determined by the County, at the redemption prices with respect to each

Bond, expressed as a percentage of the principal amount of the Bonds to be redeemed, set forth below, together with the interest accrued thereon to the date fixed for redemption:

Period During Which Redeemed
(both dates inclusive)

Redemption Price

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar/Paying Agent or by the Securities Depository in accordance with its procedures. In the event this bond is redeemable as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this bond and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar/Paying Agent by first-class mail, postage prepaid, to the registered owner hereof not less than 30 days and not more than 60 days prior to the redemption date at such owner's address as it appears upon the registration books of the County. If this bond is redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.]

This bond is transferable only upon the books of the County kept for that purpose at the principal office of the Registrar/Paying Agent by the Registered Owner hereof in person or by his duly authorized attorney upon surrender of this bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. Thereupon a new fully registered bond or bonds of the same series, aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Ordinance. The County and the Registrar/Paying Agent may deem and treat the person in whose name the bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included for certain franchise fees or taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this bond, together with all other general obligation and bonded indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this bond as they respectively become due and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this bond to be signed with the manual, facsimile or electronic signature of the Chair, attested by the manual, facsimile or electronic signature of the Clerk to County Council and the seal of the County impressed, imprinted or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

[SEAL]

Chair, County Council

ATTEST:

Clerk to County Council

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____, 2025

This bond is one of the Bonds described in the within-defined Ordinance of Richland County, South Carolina.

as Registrar/Paying Agent

By: _____
Authorized Officer

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants in entireties
JT TEN - as joint tenants with right of survivorship
and not as tenants in common

UNIF GIFT MIN ACT - _____
(Cust)

Custodian _____
(Minor)

under Uniform Gifts to Minors Act _____
(State)

Additional abbreviations may also be used, though not in the above list.

FORM OF ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Social Security No. or other Identifying Number of Assignee _____) the within Bond of Richland County, South Carolina, and does hereby irrevocably constitute and appoint _____ to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: _____

Signature Guaranteed: _____

NOTICE: Signature must be guaranteed by an institution who is a participant in the Securities Transfer Agents Medallion Program (STAMP) or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B
FORM OF BAN

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
RICHLAND COUNTY
GENERAL OBLIGATION BOND ANTICIPATION NOTE
[TAXABLE] SERIES 2025

KNOW ALL MEN BY THESE PRESENTS that Richland County, South Carolina (the "County") hereby acknowledges itself indebted, and for value received promises to pay to the [bearer] [registered owner] hereof, the principal sum of

at the principal office of _____, in the City [], State of [], on the _____ day of _____, _____, and to pay interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) on said principal sum from the date hereof [from the date of each advance], at the rate of __%, payable upon the maturity of this note. This note is [is not] subject to prepayment prior to its maturity.

Both the principal of and interest on this note are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts.

This note is one of an issue of Bond Anticipation Notes, of like date, tenor and effect, except as to numbering and denomination, aggregating \$ _____ (the "Notes"), issued by the County, pursuant to the authorization of Title 11, Chapter 17, Code of Laws of South Carolina, 1976, as amended, in anticipation of the receipt of the proceeds to be derived from the general obligation bonds of the County ("Bonds") to be issued pursuant to and in accordance with the provisions of the Constitution and Laws of the State of South Carolina including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended and Title 4, Chapter 15, and Title 11, Chapter 27 of the Code of Laws of South Carolina, 1976, as amended, and Ordinance No. [] duly adopted by the County Council of the County on [July 15], 2025. The full faith, credit and taxing power of the County and the proceeds to be derived from the sale of the Bonds are pledged for the payment of the principal of and interest on the Notes.

This note and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included in certain franchise fees or taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this note, do exist, have happened, and have been performed in regular and due time,

form and manner, and the amount of this note, and the issue of which this note is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this note to be signed by the manual, facsimile or electronic signature of the Chair of the County, attested by the manual, facsimile or electronic signature of the Clerk to County Council, the seal of the County impressed, imprinted or reproduced thereon and this note to be dated the ____ day of _____, 2025.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council

[SEAL]

ATTEST:

Clerk to County Council

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

A RESOLUTION

RESOLUTION REGARDING THE INTENT OF RICHLAND COUNTY, SOUTH CAROLINA TO REIMBURSE ITSELF FOR EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS

WHEREAS, the Internal Revenue Service and U.S. Treasury Department have promulgated Section 1.150-2 of the Treasury Regulations (“Regulations”) which authorizes an issuer to reimburse itself for expenditures made with respect to projects prior to the issuance of tax-exempt obligations for the projects;

WHEREAS, in order to be eligible for reimbursement, the Regulations require that the governing body of the issuer declare an official intent to reimburse an expenditure prior to or not later than 60 days following the payment of the expenditure;

WHEREAS, the County Council of Richland County, South Carolina (“County”), has determined that it is in the best interest of the County to (i) construct additions to, expand, rehabilitate, improve and equip the Alvin S. Glenn Detention Center and (ii) undertake such other capital improvements as are approved by County Council (collectively, “Project”);

WHEREAS, the County expects that it will issue tax-exempt obligations (“Obligations”) and utilize the proceeds therefrom to finance all or a portion of the costs of the Project; and

WHEREAS, the County has incurred, or expects to incur, expenditures (“Expenditures”) in connection with the Project from funds currently available to the County prior to the execution and delivery of the Obligations and intends, and reasonably expects, to reimburse itself for the Expenditures from the proceeds of the sale of the Obligations.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA:

Section 1. Official Declaration of Intent. The County presently intends, and reasonably expects, to reimburse itself for Expenditures incurred and paid by the County on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Obligations. The County reasonably expects to issue the Obligations to finance the costs of the Project and the maximum principal amount that the County expects to reimburse itself from the proceeds of the Obligations for the costs of the Projects is not exceeding \$70,000,000.

Section 2. Compliance with Regulations. This Resolution is a declaration of the County’s official intent under Regulation §1.150-2 to evidence the County’s intent to reimburse itself for Expenditures from the Obligations. The County understands that Expenditures which may be reimbursed are limited to Expenditures which are (a) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of “placed in service” under Regulation §1-150-2) under general federal income tax principles; or (b) certain *de minimis* or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f).

Section 3. Effective Date. This Resolution is effective immediately on the date of its adoption.

AND IT IS SO RESOLVED this 3rd day of June 2025.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council
Richland County, South Carolina

[SEAL]

ATTEST:

Clerk to County Council
Richland County, South Carolina

RICHLAND COUNTY ATTORNEY'S OFFICE

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

**RICHLAND COUNTY
ADMINISTRATION**

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

**Agenda Briefing**

Prepared by:	Jani Tariq Hussain	Title:	Deputy Director
Department:	Utilities	Division:	Administration
Date Prepared:	April 15, 2025	Meeting Date:	May 6, 2025
Legal Review	Patrick Wright via email	Date:	May 8, 2025
Budget Review	Maddison Wilkerson via email	Date:	May 8, 2025
Finance Review	Stacey Hamm via email	Date:	May 8, 2025
Approved for consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM
Meeting/Committee	Administration & Finance		
Subject	Water Meters Purchase Order		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval to purchase smart water meters from Metron-Farnier, LLC.

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 funding is available in the Utilities the water system annual budget. Each meter costs \$375.00 plus shipping and tax; staff anticipates replacing 420 remaining water meters. The total quoted cost is \$170,550.00 [\$157,500 (meters) + \$450 (shipping) + \$12,600 (tax)].

Applicable fund, cost center, and spend category:

Fund:2110

Cost Center: 3671

Spend Category: Repairs-Equipment

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

A request for bids was issued in 2022 for the purchase of 560 meters in nine phases. There was one submission from Metron-Farnier that was deemed responsive and responsible. The Utilities department anticipated ordering 70 meters per year, and at that volume the award would not have required council approval. However the volume of purchases has been significantly less and this purchase will exceed the threshold for council approval.

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:

There was no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Some of the existing Richland County Utilities (RCU) meters are outdated as the manufacturer has stopped supporting the hardware and no longer provides software upgrades, causing the meters to report “zero” use or to be non-responsive. The sub-standard performance has led to inaccurate billing.

Replacing the meters will require an update to a new meter platform via the County’s current meter manufacturer, Metron-Farnier, LLC. The platform requires an annual fee which includes:

- network set-up;
- data collection tools;
- a third-party to analyze collected data to generate customer billing information.

RCU will replace meters as they become unrepairable. Water meters are necessary to serve the customers connected to the water system and to accurately bill them each month.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Commit to Fiscal Responsibility.

Goal: Establish Operational Excellence

SUMMATIVE OVERALL COUNTY IMPACT:

- Smart meters allow staff to run daily and monthly reports remotely
- Realized cost-savings via reduced vehicle use from physical meter readings
- Instant system alerts for leaks, which reduce water-waste, resulting in expedient repairs

ADDITIONAL COMMENTS FOR CONSIDERATION:

Richland County Utilities has used the 130 Metron-Farnier, LLC smart meters since 2022. The meters follow the American Water Works Association (AWWA) C710 standards with superior grade materials. High-quality manufacturing standards allow for years of high performance with no maintenance. The meter interface has the option for multiple cellular device access, Automated Meter Reading (AMR), Advanced Metering Infrastructure (AMI), and supervisory control and data acquisition (SCADA) outputs. Smart meters, software, training, and cellular network cost are included with the meter for up to ten years.

ATTACHMENTS:

1. Bid tabulation

RC-488-B-2022 Water Meters
 Due: January 20, 2022 @ 3:00PM

Total Cost

Metron Farnier

\$ 205,000.0

#	Items	Quantity Required	Unit Price	Total Cost
#0-1	3/4" AMI watermeter	560	\$365	\$204,400.00
#0-2	delivery	1	\$600	\$600
#0-3	set up	1	\$0	\$0
#0-4	training	1	\$0	\$0
#0-5	software	1	\$0	\$0

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Jani Tariq Hussain	Title:	Deputy Director
Department:	Utilities	Division:	
Date Prepared:	April 10, 2025	Meeting Date:	May 20, 2025
Legal Review	Patrick Wright via email	Date:	May 6, 2025
Budget Review	Maddison Wilkerson via email	Date:	May 8, 2025
Finance Review	Stacey Hamm via email	Date:	May 8, 2025
Approved for consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM
Meeting/Committee	Administration & Finance		
Subject	Equipment Purchase from Pete Duty Associates, Carolina Lift Station, P&S Construction		

RECOMMENDED/REQUESTED ACTION:

Staff recommends County Council's approval to increase purchase order by \$200,000 for the equipment and services outlined below for the next five years.

- Replacement pumps and equipment from Pete Duty Associates, and
- Repair and maintenance services from Carolina Lift Stations and P&S Construction.

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 cost of replacement pumps, equipment, and repair services has increased. Staff estimates the cost throughout the current and next five fiscal years for these items will be \$200,000 per vendor.

Applicable fund, cost center, and spend category:

Fund: 2110

Cost Center: 3670

Spend Category: Repairs – Equipment

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Carolina Lift and P&S Constructions were responsive to RC-551-Q-23 Pump Station Maintenance & Repair Services request for qualification solicitation; other vendors do not have full range services and expertise. Pete Duty Associates is the sole source vendor for Richland County Utilities' pumps.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Richland County utilizes Pete Duty Associates to supply sole-source equipment replacements for repairs to existing equipment for pump stations and the wastewater plants. Pete Duty Associates is the regional supplier of many of the County's pumps and process equipment.

Carolina Lift Station and P&S Construction are often utilized for repairs to piping or equipment. County operations and maintenance staff frequently need to utilize an entity with specialized equipment experience or with specific skills to expedite the repairs or replacement of certain equipment or assets. The County uses these contractors for grease removal, wetwell cleaning, and annual pump station assessments.

Failure to repair and/or replacement equipment in a timely fashion could result in regulatory violations or sanitary sewer overflows.

MOTION OF ORIGIN:

Item 13e. Utilities – Exceeding Purchase Order Limits

“... to approve the Consent Items.”

Council Member	The Honorable Jesica Mackey, District 6
Meeting	Regular Session
Date	June 6, 2023

STRATEGIC & GENERATIVE DISCUSSION:

The Utilities Department requests approval to increase the purchase order limit for Pete Duty Associates, Carolina Lift Station, and P&S Construction.

The current pumps at the County's lift stations are reaching the end of their life expectancy. The existing pumps are becoming unrepairable and/or the repair cost has increased to a level close to replacement value.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Commit to Fiscal Responsibility.

Goal: Establish Operational Excellence

SUMMATIVE OVERALL COUNTY IMPACT:

- Pete Duty supplies essential specialized equipment, including pumps and mixers, critical to the operation of the County's water and wastewater systems.
- Carolina Lift Stations provides vital repair services for pumps, mixers, and lift station components, ensuring the reliability of these systems.
- P&S handles emergency repairs to force mains and gravity lines in situations where County staff cannot safely operate due to excessive trench depth or other risk factors.
- Delaying necessary maintenance increases the likelihood of regulatory violations and the potential for sanitary sewer overflows.

- Postponed maintenance and repairs reduce system reliability and diminish the level of service provided to County residents.

ADDITIONAL COMMENTS FOR CONSIDERATION:

There is currently a \$200,000 limit for these vendors which requires renewal for next five years. If the limit is not increased, the County will have to defer maintenance or replacement of needed equipment until the next fiscal year. By deferring maintenance, staff has found that the budget for these vendors is exhausted immediately at the beginning of the fiscal year, causing the same shortages year after year.

ATTACHMENTS:

1. Council Minutes

10. REPORT OF THE COUNTY ADMINISTRATOR

- a. Harvest Hope Food Drive – Mr. Leonardo Brown, County Administrator, mentioned the County is working with Harvest Hope Food Bank on a food drive. Between June 1-28, 2023, individuals can drop off non-perishable items at the following locations:
1. 2500 Decker Boulevard
 2. 2020 Hampton Street
 3. 400 Powell Road
 4. 7525 Broad River Road
 5. 1700 Main Street

At the end of the food drive, Harvest Hope will host their mobile food market to distribute fresh produce to the community on June 28th at the Columbia Place Mall – Sears Parking Lot from 9:00 – 11:00 AM. The County will be partnering with Harvest Hope on this endeavor.

- b. Elections and Voter Registration Office – Mr. Brown indicated the County has been working with the Elections and Voter Registration Office for a couple of years to address their concerns regarding their services, warehouse, and equipment. The new director has reached out and would like to continue addressing the concerns. He noted individuals sometimes believe County Council has jurisdiction over the office and are unaware that you do not. The Richland County Delegation appoints members to the board, and the board employs a director that oversees the local office.

Mr. Walker inquired where we are with assisting Elections and Voter Registration concerning the storage of the voting machines.

Mr. Brown replied one of the things we committed to was providing a long-term solution. We consistently communicated the Columbia Place Mall could offer a solution and are addressing the facility for that purpose. In the meantime, there was a communication and request for the office to let us know what they needed and provide us with a budgetary consideration, which would be presented to Council during the budget process.

Mr. Walker inquired if the staff had received a budget request.

Mr. Brown responded they did not receive anything through the budget process. They did receive a follow-up indicating they would like to move forward.

Mr. Walker inquired if we take action on the budget tonight, and we do not have an official ask for dollars to store these machines; where does that leave us on July 1, 2023?

Mr. Brown stated this means we have to find ways to be flexible. There was some information proposed recently that may be doable. He noted they have a meeting scheduled for later this week. He acknowledged it might not affect a budgetary decision for FY23-24.

Ms. Mackey moved to direct the County Administrator to work with the Elections and Voter Registration Office to resolve this issue as soon as possible, seconded by Mr. Pugh.

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

The vote in favor was unanimous.

11. REPORT OF THE CLERK OF COUNCIL

- a. June 13, 2023: Special Called Meeting – Ms. Anette Kirylo, Clerk to Council, reminded Council and the public that the next Council meeting would be June 13, 2023.

12. REPORT OF THE CHAIR – No report was given.**13. APPROVAL OF CONSENT ITEMS**

- a. Department of Public Work – Engineering Division – Carolina Crossroads – Center Point Rd. Right-of-Way
- b. Department of Public Works – Engineering Division – Lake Dogwood Circle S. Right-of-Way
- c. Office of Procurement & Contracting – County-wide Contract Award for RC-568-P-23; Printing, Mailing and Post Services
- d. Utilities – Transfer of Deeds – Arthurtown/Little Camden/Taylors Sanitary Sewer [FIRST READING]
- e. Utilities – Exceeding Purchase Order Limits
- f. Department of Public Works – Solid Waste & Recycling Division – Collection Area 5B Contract Renewal

g. Department of Public Works – Solid Waste & Recycling Division – Collection Area 7 Contract Renewal

Ms. Mackey moved to approve the Consent Items, seconded by Ms. Barron.

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

The vote in favor was unanimous.

Ms. Barron moved to reconsider the Consent Items, seconded by Ms. Mackey.

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

The motion for reconsideration failed.

14. **THIRD READING ITEM**

- a. An Ordinance to raise revenue, make appropriations, and adopt an Annual Budget (FY2024) for Richland County, South Carolina for Fiscal Year beginning July 1, 2023 and ending June 30, 2024. So as to raise revenue, make appropriations and Amend the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2023 and ending June 30, 2024 – Mr. Weaver moved to approve this item, Ms. Terracio.

Mr. Livingston inquired if a Councilmember wished to address a specific item on the motions list and if this would be the time to do so.

Mr. Walker inquired how we address items on the motions list without them coming across as disjointed.

Mr. Wright responded a Councilmember would have to make a specific motion regarding the issue they would like to address on the motions list.

Ms. Lori Thomas, Assistant County Administrator, suggested approving groups of items on the motions list. If there is one, in particular, a Councilmember would like to discuss; they could pull that item out.

Mr. Weaver withdrew his motion.

MILLAGE AGENCIES

1. ***Richland County Recreation Commission (Recommended: \$16,455,543)***
2. ***Columbia Area Mental Health (Recommended: \$2,714,000)***
3. ***Public Library (Recommended: \$32,311,229)***
4. ***Riverbanks Zoo and Gardens (Recommended: \$2,706,000)***
5. ***Midlands Technical College – Operating (Recommended: \$7,228,763)***

Mr. Livingston moved to approve Midlands Technical College – Operating at the requested amount of \$7,503,630, seconded by Ms. McBride.

Mr. Paul Brawley, County Auditor, stated the anticipated tax increase would be \$0.80 on a \$100,000 owner-occupied home, \$1.20 on a non-owner-occupied home, and \$0.24 on a \$20,000 vehicle.

Ms. Barron stated for the record she fully supports Midlands Technical College, but she does not support raising taxes. She inquired about the total impact on a household with regard to the budget.

Mr. Brawley responded, based on what was approved at 2nd Reading, there would be a \$4.40 tax increase on a \$100,000 owner-occupied home, a \$6.60 tax increase on a \$100,000 non-owner-occupied home, and a \$1.32 increase on a \$20,000 vehicle.

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

Opposed: Branham and Barron

Absent: Newton (technical issues)

The vote was in favor.

***Ms. Newton became disconnected at 7:07 PM.*

6. ***Midlands Technical College – Capital (Recommended: \$3,926,731)***
7. ***School District One (Recommended: \$254,990,675)***

Ms. McBride noted that School District One is \$6.6M short if not funded at the cap.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	James Boone	Title:	General Manager
Department:	Risk Management	Division:	Fleet
Date Prepared:	April 17, 2025	Meeting Date:	May 20, 2025
Legal Review	Patrick Wright via email	Date:	May 8, 2025
Budget Review	Maddison Wilkerson via email	Date:	May 8, 2025
Finance Review	Stacey Hamm via email	Date:	May 9, 2025
Approved for consideration:		Assistant County Administrator	Lori J. Thomas, MBA, CGFO
Meeting/Committee	Administration & Finance		
Subject	Extension of Fleet Maintenance Contract		

RECOMMENDED/REQUESTED ACTION:

Fleet requests Council approval to extend the existing automotive maintenance contract by a one-year cycle for Transdev Fleet Services Inc, formerly known as First Vehicle Services (FVS).

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:

Funds are not yet approved for the requested extension, but staff will include the recommendation in next year's budget. The proposed contract amount is \$3,508,598 including:

- \$2,341,234 contract maintenance,
- \$420,000 equipment installers - *367,500 billed through Transdev*
- \$799,864 Fire Apparatus maintenance
- These totals reflect a 5% contract increase next year

Applicable fund, cost center, and spend category:

Fund: 2200

Cost Center: 3071

Spend Category: Repairs-Vehicles

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

No comments.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

All previous compliance agreements will continue with the extension of the contract agreement.

MOTION OF ORIGIN:

There is no associated Council motion of origin

STRATEGIC & GENERATIVE DISCUSSION:

Fleet wishes to extend the existing maintenance contracts for fleet for an additional one-year period. Staff believes doing so is in the best interest of Richland County for multiple reasons.

- It allows current staff to refine its focus on best-practice procedures and reporting over the next year. Rebidding the contract without updated policies and procedures may result in a loss of efficiency.
- It allows for an “apples to apples” comparison over the next year while examining areas to improve Fleet performance. Changing vendors now may disrupt some of the reporting and data flows Fleet is currently of implementing to become more data driven.
- It will save money. The average national cost of vehicle parts and repairs has increased by almost 40% according to the Bureau of Labor Statistics since the last significant pricing update for the maintenance contract. The current contract agreement is based on pricing from 2019, which was originally based on pricing from 2013. Maintaining a nearly flat average increase in maintenance cost over that timeframe is unusual. As a comparison, the local government contract in Sumter County increased 22% over the last 5 years.

☆ Consumer Price Index for All Urban Consumers: Motor Vehicle Maintenance and Repair in U.S. City Average (CUSR0000SETD)

Observations

Feb 2025: **420.480**
Updated: Mar 12, 2025 7:45 AM CDT
Next Release Date: Apr 10, 2025

Units:
Index 1982-1984=100,
Seasonally Adjusted

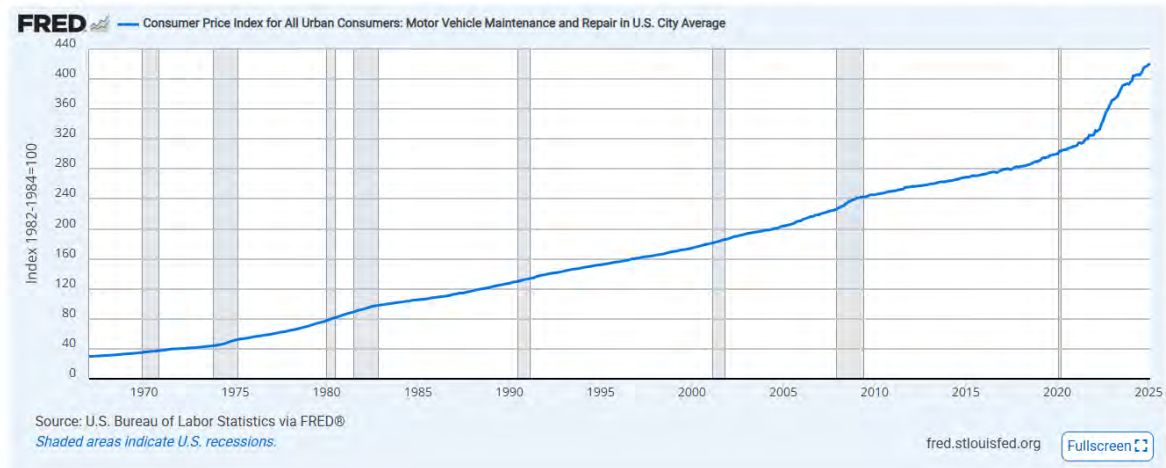
Frequency:
Monthly

1Y | 5Y | 10Y | Max

1967-01-01 to 2025-02-01

Edit Graph

Download



Alternative solutions are limited due to the size of the fleet. While there are several companies that may be able to provide service of this magnitude, the procurement process for this contract requires a significant time investment. Renewing for a one-year term gives the County the ability to conduct a that comprehensive process without the additional challenges presented by time constraints.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Establish Operational Excellence

Goal: Commit to Fiscal Responsibility

SUMMATIVE OVERALL COUNTY IMPACT:

- The current funding for Fleet Service totals 3,411,520.92. Transdev (FVS) has requested a 5% increase, adding approximately \$167,076 (total increase confirmed by signed letter from Transdev). The new total would become \$3,508,598.
- Failure to extend the current contract may result in a disruption of service to fleet operations. This would affect all departments and divisions with county-owned assets including to include Roads & Drainage, Fire Services, EMS, and the Sheriff's Department.
- Fleet is working on new reporting metrics to better analyze current fleet performance, both fiscally and operationally. A 12-month extension will add valuable data to better prepare Standard Operating Procedures (SOP) and best practices information for a full FY27 bid proposal.
- FVS has been a vendor for Richland County for over 10 years. They have won the contract through the bid process at least twice so it is unlikely a one-year extension would have a negative affect for Richland County.

**RICHLAND COUNTY
ADMINISTRATION**

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

**Agenda Briefing**

Prepared by:	Syndi Castelluccio	Title:	General Manager		
Department:	Public Works	Division:	Solid Waste & Recycling		
Date Prepared:	April 29, 2025	Meeting Date:	May 20, 2025		
Legal Review	Patrick Wright via email		Date:	May 8, 2025	
Budget Review	Maddison Wilkerson via email		Date:	May 8, 2025	
Finance Review	Stacey Hamm via email		Date:	May 8, 2025	
Approved for consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM		
Meeting/Committee	Administration & Finance				
Subject	Host Community Municipal Solid Waste Agreement				

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval to extend the current Host Community Municipal Solid Waste Agreement with Waste Management, Inc. for five years at the negotiated rate of \$32.82 per ton beginning fiscal year 2026(FY2026). This service is for the disposal of municipal solid waste (household garbage).

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 current Host Community Municipal Solid Waste Agreement with Waste Management expires June 30, 2025 with an option to extend the terms thereof through June 2030 . The proposed FY26 budget includes an allocation of \$3,998,800.00 to cover the annual cost of the recommended contract extension. Under the new terms outlined in the fourth addendum, the disposal rate will increase from \$31.96 to \$32.82 per ton—a negotiated increase of 2.7%, which is below the originally anticipated 4% increase.

The addendum also includes a negotiated cap on future annual rate increases. The cap has been reduced from 5% in the original contract to the lower of either 3% or the U.S. Department of Labor's Consumer Price Index (CPI) for Water, Sewer, and Trash Collection Services in the Southern Urban region. This change helps keep costs stable and predictable for the County. Funds are not yet approved for the requested extension, but staff will include the recommendation in next year's budget.

Applicable fund, cost center, and spend category:

Fund: 2101

Cost Center: Solid Waste Collections 3656

Spend Category: Special Contracts 527200
(\$2,998,800.00)

Fund: 2101

Cost Center: Solid Waste Landfill 3650

Spend Category: Special Contracts 527200
(\$1,000,000.00)

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

No comments.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Waste Management continues to meet all local, state, and federal regulations governing the disposal of municipal solid waste (MSW). In South Carolina, MSW landfills are regulated under Regulation 61-107.19 and the South Carolina Solid Waste Policy and Management Act (S.C. Code Title 44, Chapter 96).

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Waste Management has served as the host location for the landfill to Richland County. They continue to invest in its operation with project improvements that facilitate the continual future use of the landfill.

The requested agreement extension adds five years of service until June 30, 2030 and is critical to maintain uninterrupted municipal solid waste disposal services for the County. The proposed terms include a negotiated 2.7% rate increase (\$0.86 per ton), which is below the initially anticipated increase of 4%. The agreement also reduces the cap on annual rate increases to 3.0% and shifts the index to the Consumer Price Index for Water, Sewer, and Trash Services, offering a more accurate reflection of industry-specific cost trends and predictable budget planning. The hosting fee is set at \$1.75 per ton. These updates support the County's commitment to fiscal responsibility, regulatory compliance, and providing excellent service to the citizens of Richland County.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Foster Good Governance

Goal: Commit to Fiscal Responsibility

SUMMATIVE OVERALL COUNTY IMPACT:

The proposed contract extension with Waste Management is a critical component of the County's Solid Waste Management operations. Approval of this extension will:

- Ensure uninterrupted solid waste disposal services for the County's collections program;
- Maintain predictable disposal costs for the County;
- Ensure the County's continued compliance with all local, state, and federal regulations;
- Help protect public health and keep communities clean.

ATTACHMENTS:

1. Original 1995 MSW Host Agreement

2. MSW Host Agreement Fourth Addendum Draft (Under Legal Review)

19044785

HOST COMMUNITY AGREEMENT FOR DISPOSAL OF
MUNICIPAL SOLID WASTE IN A "SUBTITLE D" LANDFILL FACILITY
BETWEEN RICHLAND COUNTY, SOUTH CAROLINA
AND
CHAMBERS WASTE SYSTEMS OF SOUTH CAROLINA, INC.

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Richland County Office of Procurement

TIM GIFFEL
DIRECTOR

P.O. Box 192
Columbia, South Carolina 29202
2020 Hampton Street, Suite 3064
Columbia, South Carolina 29204
Phone: (803) 748-4730

September 25, 1995

Tyler Fitzgerald
General Manager
Chambers Waste Systems of South Carolina, Inc.
1047 Highway Church Road
Elgin, SC 29045


NOTICE TO PROCEED

Re: Solid Waste Disposal Services
Request for Proposals No. 062-P-95
Contract No. RC-PS-96-034

Dear Mr. Fitzgerald:

Richland County hereby accepts your offer to perform the above-referenced solid waste disposal services.

This *formal notification to proceed* with the requirements of the contract shall become effective on **October 2, 1995**. The terms of the contract are enumerated in the executed agreement between Richland County and Chambers Waste Systems of South Carolina, Inc.

The contract number shall be **RC-PS-96-034**. Please use this number on all relative correspondence. The Contracting Officer's Representative shall be Liston "Sack" Edge, Director of Solid Waste Management. He can be reached at 803/ 735-7313. 

**DUPLICATE
ORIGINAL**

Please provide to this office within ten (10) calendar days all necessary performance and/or payment bonds and insurance certificates. Please sign one original of this letter to signify acknowledgement, and return it to my attention. The other original is for your records. If you have any questions or require additional information, please do not hesitate to contact me at 803/748-4736.

Very truly yours,

Tim Giffel
Tim Giffel
CPCM, CPPB

ACKNOWLEDGEMENT:

[Signature]
Signature
Charles Miller
Title
25 September 1995
Date

cc: RC-PS-96-034

T. Cary McSwain, County Administrator
Debbie Shurr, Finance Director
Sack Edge, Director of Solid Waste Management

DUPLICATE
ORIGINAL

STATE OF SOUTH CAROLINA)
)
 RICHLAND COUNTY)

HOST COMMUNITY AGREEMENT FOR
 DISPOSAL OF MUNICIPAL SOLID WASTE
 IN A "SUBTITLE D" LANDFILL FACILITY

THIS Agreement, made as of the 25th day of September, 1995, by and between RICHLAND COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina, acting through its County Council (hereinafter referred to as the "County" as the owner of Municipal Solid Waste), and CHAMBERS WASTE SYSTEMS OF SOUTH CAROLINA, INC., a corporation duly organized and existing under the laws of South Carolina (the "Contractor").

1. **Scope of Agreement:** Contractor shall provide all of the work and services required by this Request for Proposal #062-P-95 (hereinafter referred to as the "RFP") for the disposal of the County's municipal solid waste from within the boundaries of the County and for the benefit of the County and the political subdivisions located within the County (hereinafter referred to as "MSW") at Contractor's MSW disposal facility, said work and services more particularly described in the RFP at Section II, Description of Services. All such work and services shall be performed in accordance with the terms and conditions of this Agreement.

2. **Term of Agreement:** The term of this Agreement shall commence on or before October 2, 1995 and shall continue through June 30, 2000. County shall have the right, but not the obligation to renew this Agreement for up to four additional five year periods under the same terms and conditions, and the County shall provide written notice of its desire to not renew not less than twelve months prior to the expiration of initial term or any extension hereof.

3. **Compensation:** County agrees to pay Contractor \$18.00 per ton of MSW and, except for the maximum annual inflation adjustment provided for herein, there shall be no deviation from these charges without a written change order as provided for herein. The maximum annual inflation adjustment during the first five years shall be based upon United States Department Labor Southern Urban Wage Earners Index, or 5%, whichever is less. The charges shall include all tariffs, taxes, fees and other assessments imposed by federal, state or local governments in effect as of the date hereon and through June 30, 2000. In the event of any extension, as provided for in paragraph 2 above, and in addition to the maximum annual inflation adjustment based upon the United States Department of Labor Southern Urban Wage Earners Index, or 5%, whichever is less and upon prior County approval as hereinafter described, the Contractor will pass through without markup, and the County will pay, any new costs not in place at the time of the commencement of this Agreement in 1995 including, taxes, regulatory requirements, or unanticipated increases in costs of items included in the composition of pricing in the original proposal submitted to the County in 1995. The burden will be upon the Contractor to demonstrate that the new costs proposed to be passed through to the County are appropriate as herein specified and will provide documentation to the County.

in such form as the County requires to reiterate the costs at the time of the original proposal and the new costs which are proposed to be passed through. It is further agreed that in the event that the County and Contractor are unable to resolve any matters concerning these new proposed costs, the County will pay all new proposed costs not disputed, and any new costs disputed will be submitted to the appropriate resolution processes provided for in Richland County Ordinance § 2-621.3, subject to Contractor's right to appeal from the Procurement Review Panel to the County Administrator which shall be the final administrative review.

4. **Host Community Assessments:** The County shall be entitled to receive a host fee of one dollar (\$1.00) per ton based on the total amount of non-County (i.e., all MSW other than that generated inside Richland County) MSW disposed of at Contractor's Facility. The host fees shall be earned and paid on a quarterly basis. The host assessment tonnage calculations shall be based upon the billing format and detail as herein elsewhere provided.

5. **Billing:** Contractor will invoice the County for recurring monthly services for the preceding month in which services were rendered. The billing cycle will begin on the first day of each month and end on the last day of each month. The County will pay for services provided by Contractor within forty-five (45) days of receipt of an invoice, which will be submitted to the County not later than the 10th business day of the next succeeding month. If Contractor is late in rendering an invoice or portion of an invoice, there is no penalty for being late other than the fact that payment from the County will not be due until forty-five (45) days after receipt of the invoice. These invoices shall contain the amount of MSW, by tons, received by the Contractor at the facility during the preceding calendar month, and subdivided by MSW received from the County, and MSW received from sources other than the County. The invoice shall be in the format set forth in Exhibit A and attached hereto and incorporated herein by reference. County agrees to pay the invoice not later than the 45th day following receipt, and any failure to pay the invoice in accordance herewith shall result in the County paying to Contractor 1.5% per month on all unpaid and due balances beyond the due date as herein set forth. In the event of any dispute between the parties regarding the amount owed, the County agrees to pay all undisputed amounts and, if the Contractor prevails in its position regarding any such disputes, the amount provided for herein to be applied to any unpaid balance beyond its original due date would be applicable to that disputed amount from the time it should have been paid until the time actually paid following said dispute. Contractor will provide additional information, if available, on the invoice as requested from time to time by the County at no extra cost to the County.

6. **Acceptable Waste:** Contractor shall accept for disposal at the facility any material allowed for disposal by its permits, state or federal laws, rules and regulations; however, acceptable waste expressly excludes yard wastes, whole tires, lead-acid batteries, white goods and any of the following "unacceptable wastes":

- a) any material which is toxic, infectious, pathological, highly flammable, explosive, radioactive or otherwise reasonably determined to be dangerous.
- b) any material the disposal of which would violate federal or state laws, rules, regulations and permits.
- c) any material classified by state or federal authority as "hazardous waste."
- d) any non-hazardous waste which nevertheless poses a substantial present or potential hazard to human health, the facility or the environment unless special handling and disposal procedures are employed.
- e) any non-hazardous domestic irrigation return flows or industrial wastewater sludges not approved for disposal by DHEC regulations, or industrial discharges which are point sources subject to permits.
- f) any nuclear or by-product material, as defined by the Atomic Energy Act of 1964, as amended.

7. **Rejection of Unacceptable Waste:**

- a) The Contractor, per rules, regulations and laws, shall inspect all waste which is delivered to the Contractor's facility for disposal. The Contractor shall reject unacceptable waste as listed in paragraph 6 entitled Unacceptable Waste.
- b) In the event of any such rejection of unacceptable waste delivered by the County to Contractor's facility for disposal pursuant to this Contract, the County shall be responsible for the immediate removal of the rejected waste from the Contractor's facility and for its subsequent disposal elsewhere. The Contractor will cooperate with the County by assisting in the location of suitable alternative disposal facilities or disposal procedures for rejected, unacceptable waste.

* 8. **Insurance:** Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work hereunder performed by Contractor, its agents, representatives, employees or subcontractors. Coverage shall be at least as broad as:

- a) Commercial general liability occurrence, not "claims made", based insurance with limits not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate for bodily injury, personal injury and property damage.

such limits shall apply separately to this facility.

b) Automobile Liability insurance with limits not less than \$1,000,000 per accident/\$2,000,000 annual aggregate for bodily injury and property damage.

c) Worker's Compensation insurance as required by the State of South Carolina and Employer's Liability Insurance with limits not less than \$500,000 per accident for bodily injury or disease.

d) Pollution Legal Liability insurance with limits not less than \$4,000,000 per loss/\$4,000,000 annual aggregate for:

- 1) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

For losses that arise from the facility, coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other hazardous substances, irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.

Any deductibles or self-insurance retentions must be declared to and approved by the County. At the option of the County, either: a) the insurer shall reduce to a maximum of \$50,000 or eliminate such deductibles or self-insurance retentions as respect County, its officials and/or employees, or b) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention amount. Any self-insured retention or deductible amount on the policy shall not reduce the amount of collectible limits of liability.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

e) County is to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operation of Contractor; premises owned, occupied or used by Contractor, or automobiles owned, leased hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to County, its officials and/or employees. Contractor also agrees to notify County sixty (60) days in advance of any cancellation or changes to insurance coverages shown on the certificate.

f) For any claims related to the project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officials and/or employees. Any insurance or self-insurance or self-insurance maintained by the County, its officials and/or employees shall be excess of the Contractor's insurance and shall not contribute with it.

g) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

h) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after sixty days' prior written notice by certified mail, return receipt requested, has been given to the County.

i) If any of the aforementioned insurance policies are written on a claims made basis, Contractor warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time the work under this contract is completed.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than an A unless otherwise approved by County. County prefers not less than an A A.M. Best rating on all insurance. Contractor agrees to achieve this rating for all insurance as soon as practicable but not later than June 30, 1996, unless extended by the County upon request of the Contractor. Contractor shall furnish County with the opportunity, upon request, to inspect and review the original and any subsequent endorsements and/or policies effecting the coverage required by this specification upon demand. A completed certificate of insurance is also required. The certificates of insurance are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates of insurance are to be received and approved by County before work commences. Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. Contractor shall include all subcontractors as insured under its policies or shall furnish

separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

All County transporters, haulers, or others presenting MSW to the Contractor's facility pursuant to this Contract will be required to present to the Contractor evidence that it is covered for Worker's Compensation and against losses occurring during that hauler, transporter, or other's presence on site at Contractor's facility covering general commercial liability losses, including automobile losses, with limits not less than \$1,000,000 per occurrence/\$1,000,000 annual aggregate for bodily injury, personal injury, and property damage. At Contractor's request, the County will also provide current certificates of insurance pursuant hereto.

9. **Modification/Change Orders:** Any change orders, alterations, amendments or other modification hereunder shall not be effective unless reduced to writing, signed by County and Contractor, and executed with the same formality as this Agreement.

10. **Cooperation:** The County hereby agrees to cooperate with the Contractor as follows:

a) to allow Contractor to dispose of non-County MSW, provided that such MSW complies with all applicable laws, rules, regulations and permit conditions. The County agrees to take no action limiting Contractor's legally permitted acceptance and disposal of MSW which originates outside of the County. The County agrees to issue a letter of consistency for the annual acceptance and disposal of 655,000 tons of MSW. In the event the Contractor seeks to enhance this amount, and without waiving or affecting the Contractor's rights, agrees to follow the laws, rules and regulations of the County and DHEC and seek a letter of consistency from the County for any such increase. In the event the County issues a letter of consistency to the Contractor, such issuance shall not waive or affect any rights of the County. In the event there are any changes in the current laws, rules or regulations governing this matter, the parties agree to act in good faith to amend the Contract to reflect such changes. It is agreed between the parties that the South Carolina Department of Health and Environmental Control and the United States Environmental Protection Agency shall be the recognized regulatory authorities for permitting, siting, design, construction, operation, closure and post-closure activities. Contractor shall be subject to compliance with all other applicable laws, regulations, rules and ordinances which govern the operation of all businesses similar to or the same as Contractor and of all businesses generally in Richland County.

b) to take no action inconsistent with the obligation of the Contractor hereunder including maintaining appropriate permitted capacities and regulatory approval for the on-going operation of its business. The County

will support Contractor's ability to satisfy the requirements hereunder, so long as the Contractor does satisfy the requirements.

c) The County agrees that from time to time special or unforeseen circumstances beyond the control of the Contractor may require special consideration of permitted tonnages at the Contractor's facility. The County agrees to cooperate with the Contractor in such circumstances and to assist the Contractor to enable acceptance of such disposal in those instances where such circumstances are established.

d) All County transporters, haulers, or others presenting MSW to the Contractor's facility pursuant to this Contract will be responsible for complying with this Contract, all site rules and regulations, and all applicable laws and regulations and will follow and abide by the reasonable instructions of the Contractor while on site.

11. Termination: This Agreement may be terminated pursuant to the following:

a) **Nonappropriations** -- If the Richland County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order, issued in or for any fiscal year, during the term of this contract reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the contract shall terminate on the date said funds are not longer available without any termination charges or other liability therefore incurring to the County. The County specifically recognizes and understands that the utilization of this provision will be confined to those circumstances where genuine financial exigencies exist. The County further agrees to consider in good faith other alternatives given the public safety, health, and importance of the functions herein provided for and will exercise this provision only upon genuine, authentic, and appropriate circumstances. In such event, the County shall provide Contractor with notice not less than thirty days prior to the date of cancellation, if such time is available. Otherwise, prompt notice will suffice. In the event of the occurrence of this circumstance described immediately above, the Contractor shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies as deemed necessary by the County for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend the contract.

b) **For Cause** -- In the event of material breach by Contractor, County shall give written notice specifying the material breach. County would regard any deviation from the requirements of this contract that are neither trivial nor innocent as being material. Such deviations are evaluated on an instance-by-instance basis, but any deviation which impairs the utilization or value of the facility to the County will be regarded as a material breach. If such notice of material breach is given

and Contractor has not begun correction of the material breach within two days or has not substantially corrected the material breach within ten days of receipt of the written notice, County shall have the right to terminate unilaterally and immediately services hereunder without further notice. County reserves the right, at its option, to purchase any and all services or other items thereafter in the open market, charging Contractor with any additional costs, or to exercise the provisions herein elsewhere provided concerning the performance bond. Contractor specifically acknowledges and agrees the purpose hereof is to make the County whole, and specifically pledges that is the purpose of these alternative remedies available to the County hereunder, and the County specifically recognizes that the remedies are not designed to yield anything in excess of a make whole outcome for the County. Should a charge for services procured in the open market following breach be assessed, no subsequent bids or proposals of the Contractor will be considered until the assessed charge has been satisfied. Additionally, the County shall have a similar right of rescission in any instance where Contractor provides, or seeks to provide, any services for a price higher than specified herein, without regard to cause, including governmental regulatory intervention and insistence. In the event of rescission, revocation or termination, all documents and other material in the possession of the County or scheduled for delivery to the County relating to performance hereunder shall become the property of the County. County's failure to exercise their rights to terminate under this provision shall not be construed as a waiver of their rights to terminate, rescind or revoke the services herein in the event of any subsequent breach.

c) **For Convenience** -- County shall have the right to cancel this contract in whole or in part upon 12 month's written notice following the initial five year term hereof, for convenience.

12. Warranty:

a) Contractor's services are warranted to be performed in a timely and workmanlike manner. Contractor warrants that it is aware of and understands the potential hazards which are presented to persons, property, and the environment in the performing of the services as described in this contract. It will operate the facility and store and dispose of such MSW, all in full compliance with all applicable governmental laws, regulations and orders. The facility is to be appropriately licensed and permitted to store and dispose of the MSW. In the event the facility loses its permitted status hereafter during the terms of this contract, Contractor shall promptly notify County of such loss.

b) Contractor warrants and represents that the facility will be available upon the commencement date hereof. In the event that the facility is not available to receive County's MSW on that date, or at any time thereafter,

during the term or extension of the Agreement, Contractor shall receive and dispose of the MSW at another permitted facility. In the event an alternate facility receives MSW, it shall be subject to all of the terms and conditions of this Agreement.

13. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the County, its officials and/or employees from and against any and all claims, damages, losses and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of, or resulting from the willful misconduct, or willful or negligent omissions, or negligent performance of services provided by Contractor. Without limiting the generality of the foregoing, the above indemnification provision extends to Environmental Impact Claims, defined as claims, suits, judgments, costs, losses, expenses (including attorney's fees) which arise out of, are related to, or are based on the actual or threatened dispersal, discharge, escape, release or saturation of chemicals, liquids, gasses or any hazardous substance, material, irritant, contaminant or pollutant in or into the atmosphere, or on or onto, in or into the surface or subsurface of soils, water or water course, objects or any tangible or intangible matter, whether sudden or not. Neither Contractor, nor its employees, assignees, or subcontractors shall be deemed employees of County while performing hereunder and shall otherwise be an independent Contractor. Nothing herein contained shall be deemed as an express or implied waiver of the sovereign immunity of the County or a pledge of the full faith and credit of the County.

14. Force Majeure/Unavoidable Delay: The Contractor shall not be liable for any failure to perform hereunder if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. The County shall not be liable for any failure to pay for the services hereunder for any breach of contract if the failure or breach arises out of causes beyond the control and without the fault or negligence of the County. In either case, such causes may include, but are not restricted to, acts of God or the public enemy, acts of the government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor or County. The foregoing shall be regarded as an "unavoidable delay" as that term is used in this Agreement.

15. Employment Opportunity: The Contractor agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based upon race, sex, national origin, age, disability, or in any way violative of Title VII of the 1964 Civil Rights Act and amendments or the South Carolina Human Affairs Law, except as permitted by such laws.

16. Advertising Use and Representation: The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the service provided is endorsed or preferred by the County and is considered by the County as

[Handwritten signature]
[Handwritten initials]

superior to other services. The County reserves the right to review and approve any commercial advertising wherein the County's use of the Contractor's services under this contract is referenced. Such review shall be timely and approval shall not be unreasonably withheld.

17. Assignment: This Agreement shall be binding upon the Contractor, its successors, and assigns, in accordance with the terms and conditions of this Agreement. This Agreement shall not be assigned by the Contractor without the express written consent of the County, such consent to be within the sole discretion of the County, provided that the Agreement may be assigned by the Contractor to a parent, subsidiary or affiliated corporation with notice to the County in writing. In the event of any such assignment as provided in the immediately preceding sentence, Contractor agrees to submit to the County, prior to such assignment, such financial information as reasonable and appropriate to determine that the assignment to any parent, subsidiary, or affiliated corporation in no way dilutes or diminishes the County's remedies or decreases financial stability of the entity that is required to provide performance hereunder. Except as stated in the foregoing, any change in the majority ownership or operation control of the Contractor shall be deemed an assignment by operation of law and shall not be permitted except as provided for herein.

18. Breach/Waiver: No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied shall constitute a consent to, or waiver of, or excuse for, any different or subsequent breach.

19. Governing Law: Contractor hereby agrees to subject itself to the jurisdiction and process of the courts and to the law of the State of South Carolina on all matters and disputes arising, or to arise, under this Agreement and the performance thereof, including all matters pertaining to the validity, construction, interpretation, and effect of this Agreement. In the event of any dispute between the parties hereunder, all such disputes shall be pursued in Circuit Court for the State of South Carolina, Richland County, except as herein provided in this Agreement.

20. Notice and Agents: Any and all notices permitted or required to be given hereunder shall be deemed duly given:

- a) upon actual delivery, if delivery is by hand; or
- b) upon receipt by the transmitting party of confirmation or answer back if delivery is by telecopier or telegram; or
- c) upon deposit into the United States mail if delivery is by posted prepaid registered or certified return receipt requested mail.

Each such notice shall be sent to the respective party at their regular business address or to any other address as the respective party may designate by notice delivered pursuant hereto.

21. Severability: If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding any such illegality or unenforceability, 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 therefrom.

22. Attorney's Fees: In the event that the County brings suit or other actions for any reason against the Contractor hereunder, the County may seek attorney's fees from the Contractor and the Contractor will pay the County such attorney's fees as the Court may award if the County prevails in its action. Otherwise, attorney's fees in connection with any suit or action hereunder will be borne by the parties experiencing said expenses except as elsewhere herein provided pursuant to paragraph 13, Indemnification.

23. Entire Agreement and Priority of Documents: This document, and the September 1, 1995 Letter of Agreement, together with all subordinate and other documents incorporated by reference herein will constitute the entire Agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. The Contractor hereby agrees, except where this Agreement specifically indicates otherwise, all written bids, specifications, brochures and sales materials presented by the Contractor to the County leading to this Agreement, and all other Contractor representations, commitments, and warranties, including the September 1, 1995 Letter of Agreement prior to and in connection with this Agreement, shall be deemed to be, and are, incorporated by references into and made part of this Agreement. The RFP and the Contractor's response to the RFP (hereinafter referred to as the "Response") are specifically incorporated into and made a part of this Agreement. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the Agreement, the order of priority in descending order is i) this document, and the Letter of Agreement, ii) the RFP, and then iii) the Response.

24. Contract Administration:

a) The Contracting Officer for Richland County is the person occupying the position of the Director of Procurement. Questions or problems arising after award of this Agreement shall be directed to the Contracting Officer, as well as all correspondence, change order requests, amendments, etc., P.O. Box 192, 2020 Hampton Street, Suite 3064, Columbia, SC 29204, telephone (803) 748-4736.

b) The Contracting Officer shall appoint a Contracting Officer's Representative (COR) to monitor contract compliance. Such appointment shall be made in writing and the Contractor shall be notified. The authority of the COR is limited and the

limitations shall be addressed in the appointment letter. All correspondence, complaints, invoices, etc. shall be routed through the COR and submitted for final approval of the Contracting Officer.

25. **Examination of Records:** The Administrator of the County or his duly authorized representative(s) shall until three (3) years after final payment under this contract, have access to and the right to all records involving all transactions related to this Agreement.

26. **Drug Free Workplace Act:** It is the intent of Richland County to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and shall apply to this Agreement. Contractors shall be required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply shall constitute a material breach.

27. **Performance Bond:** The Contractor shall furnish a Performance Bond within ten (10) calendar days after a written notice is issued by the County indicating execution of this Agreement by Richland County Council. Contractor shall provide and bear the burden of the cost of the Performance Bond. The bond shall be, for the period from the execution of this contract through and including June 30, 1996, in an amount equal to the revenues engendered by disposal of 97,000 tons on an annualized basis. Thereafter, and for each fiscal year following, not later than sixty (60) days prior to the expiration of said fiscal year, the bond shall be adjusted to reflect the annualized rate of the tonnage for that preceding fiscal year to cover the succeeding fiscal year and shall continue in like manner each year the contract is in effect, including any renewal.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement as of the date and year first above written.

RICHLAND COUNTY,
SOUTH CAROLINA

By: [Signature]

Title: Chairperson

CHAMBERS WASTE SYSTEMS OF
SOUTH CAROLINA, INC.

By: [Signature]

Title: Assistant Vice President

WITNESS

By: [Signature]

Title: Asst. County Clerk

WITNESS

By: [Signature]

Title: At-Large - South Carolina



CHAMBERS

Screaming Eagle Road Landfill

1047 HIGHWAY CHURCH ROAD ■ ELGIN, SOUTH CAROLINA 29045 803/736-3054
Administrative Office: 10700 Frankstown Road, Pittsburgh, PA 15215 412/242-0237

September 1, 1995

Mr. Cary McSwain
County Administrator
2020 Hampton Street
Room 4058
Columbia, SC 29202

Re: Letter of Agreement/Additions as to Contractor's Representations,
Commitments and Warranties

Dear Mr. McSwain:

In accordance with our discussions concerning the contract for disposal of municipal solid waste at our Screaming Eagle sanitary landfill facility, you requested a number of additional items which were felt to be most appropriately made the subject of a separate letter. In accordance with these understandings, this is to provide to Richland County Chambers' assurances of the following items:

1. Chambers will install an entrance way which consists of a greater staging area for in-bound traffic;
2. Chambers will complete all site perimeter fencing along any paved roadways that border the facility;
3. Chambers will install and maintain a vegetative screen along the facility's perimeter which is visible to vehicular traffic; and
4. Chambers will install a truck wheel wash

FOIA EXEMPT S.C. CODE SECTION 30-4-40(a)(5)

Mr. Cary McSwain
September 1, 1995
Page -2-

The above items will be completed not later than twelve (12) months after the effective date of our agreement.

5. Chambers will provide a community relations program as described in Richland County's Request for Proposal and in Chambers' Reply;
6. Chambers will provide a waste inspection system for screening unacceptable waste. This inspection system will incorporate video camera technology and methods;
7. Chambers will install and maintain a telephone "hotline" for community input and provide a means for the public to access the facility and its management for the presentation of concerns and suggestions;
8. Chambers will continue to police the immediate surrounding areas for blown, loose, litter; and
9. Chambers, as per current regulations, will adequately cover the working face daily to prevent any offensive odor and control any vermin or any other vectors.

These last four items will be completed within ninety (90) days from the effective date of our agreement.

Finally, as we have generally discussed, upon a contract being entered into, the County agrees to support and assist Chambers in its efforts with the S.C. Department of Health and Environmental Control to achieve tonnage capacity authorization sufficient to meet its current business demands, including the MSW that would be generated by the County pursuant to our agreement. This will, specifically, include support by the County in the form of the issuance of a letter of consistency to DHEC in the amount of not less than 655,000 tons annually. As a result, and as we have indicated to you, the matters which are the subject of a separate dispute between us pending in court would become moot and would be dismissed by Chambers.

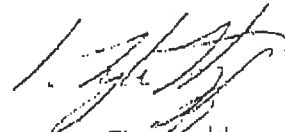
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(63)

FOIA EXEMPT S.C. CODE SECTION 30-4-40(a)(5)

Mr. Cary McSwain
September 1, 1995
Page -3-

Should you have any questions regarding these commitments which we are making in this letter, please let me know.

Sincerely,



J. Tyler Fitzgerald
General Manager

James H. ... Co. ...
9/25/95

JTF/dcs

cc: Mr. Greg Rosser, Asst. Vice President, Chambers
Mr. Butch Spires, Area Marketing Manager

Greg Rosser
Asst. Vice President
9/25/95

FOIA EXEMPT S.C. CODE SECTION 30-4-40(a)(5)

STATE OF SOUTH CAROLINA)	FOURTH ADDENDUM TO HOST
)	COMMUNITY AGREEMENT FOR
)	DISPOSAL OF MUNICIPAL SOLID
)	WASTE IN A "SUBTITLE D" LANDFILL
RICHLAND COUNTY)	FACILITY

WHEREAS, the COUNTY OF RICHLAND, SOUTH CAROLINA, a political subdivision of the State of South Carolina, acting through its County Council (hereinafter referred to as the "County"), and WASTE MANAGEMENT OF SOUTH CAROLINA, INC. (formerly, Chambers Waste Systems of South Carolina, Inc.), a corporation duly organized and existing under the laws of South Carolina (hereinafter referred to as the "Contractor") entered into a certain Host Community Agreement for Disposal of Municipal Solid Waste in a "Subtitle D" Landfill Facility dated September 25, 1995, as amended effective January 1, 2009, July 1, 2014 and July 1, 2020 which provides for the disposal of municipal solid waste from within the boundaries of the County in the landfill facility operated by Contractor in Richland County, South Carolina ("Landfill Facility") (hereinafter referred to as the "Agreement"); and

WHEREAS, the Agreement provided options for the County to extend the term of the Agreement through June 30, 2030; and

WHEREAS, the County has determined that it is in the best interests of the County to modify the Agreement and exercise the County's option to extend the term of the Agreement through June 30, 2030;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound do agree to the terms and conditions below which shall be an addendum to the Agreement:

1. All defined terms not otherwise defined herein shall have the same meaning herein as ascribed to them in the Agreement.
2. Paragraph 2, Term of Agreement, is amended to read as follows:

The term of this Agreement shall commence on or before October 2, 1995 and shall continue through June 30, 2030. Upon mutual agreement of the parties to terms acceptable to both, this Agreement may be renewed for one additional five-year period under the same terms and conditions.

3. Paragraph 3, Compensation is amended as follows:

Effective July 1, 2025, the County's disposal rate at the Landfill Facility shall increase from \$31.96 to \$32.82 per ton. This rate shall be subject to a maximum annual inflation adjustment based upon the United States Dept. of Labor Southern Urban Wage Earners Index to the Urban Consumer: Water and Sewer and Trash Collection Services CPI Index, or 3%, whichever is less.

4. Paragraph 4, Host Community Assessments is as follows:

The County shall be entitled to receive a host fee of one dollar and seventy-five cents (\$1.75) per ton based on the total amount of non-County (i.e., all MSW other than that generated inside Richland County) MSW disposed of at Contractor's Facility. The host fees shall be earned and paid on a quarterly basis. The host assessment tonnage calculations shall be based upon the billing format and detail provided in the agreement.

5. All volumes of municipal solid waste generated within Richland County and collected by County waste collection vehicles or the waste collection service(s) operating under contract or licenses with the County shall be disposed of at the Landfill facility except for construction and demolition waste.

All other terms and conditions of the Contract not inconsistent with this Addendum shall remain in effect.

This Addendum may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement to be effective as of July 1, 2025.

RICHLAND COUNTY

WASTE MANAGEMENT
OF SOUTH CAROLINA, INC.

By: _____

By: _____

Title: _____

Title: _____

WITNESS:

WITNESS:

By: _____

By: _____

Title: _____

Title: _____

**RICHLAND COUNTY
ADMINISTRATION**

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

**Agenda Briefing**

Prepared by:	David Pitts, Jr	Title:	Division Manager
Department:	Public Works	Division:	Stormwater Management
Date Prepared:	May 5, 2025	Meeting Date:	May 20, 2025
Legal Review	Patrick Wright via email	Date:	May 8, 2025
Budget Review	Maddison Wilkerson via email	Date:	May 8, 2025
Finance Review	Stacey Hamm via email	Date:	May 9, 2025
Approved for consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM
Meeting/Committee	Administration & Finance		
Subject	Contract Award for Construction: Hickory Ridge Stormwater Conveyance System Upgrades		

RECOMMENDED/REQUESTED ACTION:

Staff recommends the award of construction to the lowest responsive, responsible bidder, Williams Infrastructure LLC in the amount of \$4,806,210, plus a 20% contingency for a total award amount of \$5,767,452. This project also requires South Carolina Rural Infrastructure Authority (RIA) approval to proceed to construction.

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 Hickory Ridge Stormwater Conveyance System Upgrades project is budgeted in Public Work Grants GR-00000197 and the Stormwater Management Fund. The current bid is less than the grant award of \$9,984,882. The South Carolina Infrastructure Investment Program(SCIIP) grant fund contributes \$4,325,589; the Stormwater Management fund provides the 25% local match of \$1,441,863.

Applicable fund, cost center, and spend category:

Grant Fund: 1200 Grant GR-00000197
Cost Center: 9923

Matching fund, cost center, and spend category:

Fund: 1208
Cost Center: 3022
Spend Category: Construction
50% of the amount is funded in the current fiscal year, while the remaining 50% is proposed for the next fiscal year.

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Request for Bids RC-711-B-25 for Hickory Ridge Stormwater Drainage Improvements was issued on March 27, 2025. A non-mandatory pre-bid meeting was held for interested parties to gain more insight on the project. There were two bid submissions. Bids were evaluated and Williams Infrastructure LLC was the lowest, responsive, responsible bidder.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Structural control components, maintenance, and discharges from the County's storm drainage network is covered by a NPDES MS4 Permit issued by the SC Department of Environmental Services (SCDES) on behalf of the Environmental Protection Agency (EPA).

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Richland County Stormwater Management Division successfully requested a grant from Rural Infrastructure Authority (RIA) funds to upgrade the existing stormwater conveyances to improve water quality in the Hickory Ridge development. These services will use the design by procured engineer Woolpert Inc.

The project was identified in the 2021 Watershed and Flood Mitigation study which assessed sources of water quality impairments, causes of erosion and sedimentation, and localized flooding in the Hickory Ridge drainage area as well as proposed solutions that consider engineering methods, low impact development solutions, green infrastructure, and other best management practices. The proposed improvements include replacing the existing system with larger diameters, adding additional drainage pipe networks, excavating wider channels with shallow slopes, and the addition of oil/grit separators to improve water quality.

The Hickory Ridge Development is located in the southeast portion of Richland County and is split between the Mill Creek and Cabin Branch watersheds. Both watersheds are on the state's 303d list with impairments for E. coli. The community faces many of the stormwater problems typically associated with older residential developments, including undersized pipes, frequent flooding, erosion and pollutants such as sediment, nitrogen, phosphorus, oils, bacteria, and metals. In high enough concentrations, these pollutants are harmful to humans, fish, amphibians, and aquatic insects.

The Department of Public Works has responded to numerous complaints related to localized flooding in the area and frequently provides maintenance to the drainage system to remove excess sediment deposits. The existing system of pipes and channels collects runoff from residential areas and roadways and conveys the water west to four outfalls under Hickory Ridge Road to a wooded area and Lake Rebecca. Following design and construction, this project area will be maintained by Richland County Public Works; on-call assistance will be provided by the Stormwater Management division procured consultant.

Should the contract be awarded and William Infrastructure, LLC begins work, the estimate project completion date is April 1, 2026. The deliverables will be an upsized and newly installed drainage network, wider channels with shallow slopes, the addition of oil/grit separators to address flooding issues and improve water quality in the existing area.

The project will help existing Richland County residents with flooding issues and improve water quality to provide a positive impact on the health and well-being of local ecosystems and communities.

If denied, the residents/area will continue to flood, outdated infrastructure may become unfunctional, and the Mill Creek and Cabin Creek watersheds will not meet state standards to the maximum extent practicable.

This community was developed in the 1970's with limited right of way. Upgrading current pipes, installing BMPs for water quality and addressing localized flooding, will make the best use of the current right-of-way.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Plan for Growth Through Inclusive and Equitable Infrastructure

Goal: Achieve Positive Public Engagement

SUMMATIVE OVERALL COUNTY IMPACT:

- Reduce flooding risk enhancing the capacity of stormwater infrastructure to manage heavy rainfall, reducing localized flooding and property damage.
- Improves public safety by minimizing roadway and pedestrian hazards caused by stormwater overflows during storm events
- Protects Water Quality by decreasing pollutant runoff entering natural waterways, improving flow control and reducing erosion
- Supports infrastructure resilience by upgrading aging systems to better withstand climate change impact and extreme weather conditions
- Promote economic stability by safeguarding public and private assets, reducing costly emergency repairs and enhancing community investment confidence

ATTACHMENTS:

1. Bid Tabulation

RC-711-B-25 Hickory Ridge Stormwater Drainage Improvements

Due: 4/29/2025 @ 2:00PM

Cherokee, Inc.

Williams Infrastructure, LLC

Total Cost

\$ 6,010,354.0

\$ 4,806,210.0

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 032-25HR

AN ORDINANCE AUTHORIZING THE EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT, SOUTH CAROLINA TO ISSUE NOT EXCEEDING \$10,000,000 OF GENERAL OBLIGATION BONDS; AND PROVIDING FOR OTHER MATTERS RELATED THERETO

AUTHORIZING ORDINANCE

June 3, 2025

**BE IT ORDAINED BY THE COUNTY COUNCIL OF RICHLAND COUNTY,
SOUTH CAROLINA, AS FOLLOWS:**

ARTICLE I – FINDINGS

Section 1.01 Findings of Fact.

The County Council of Richland County (the “**County Council**”), the governing body of Richland County, South Carolina (the “**County**”), hereby finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “**Constitution**”), provides that special purpose districts may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law, subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding 8% of the assessed value of all taxable property of such special purpose district (the “**Bonded Debt Limit**”).

(b) Pursuant to Title 6, Chapter 11, Article 5 of the Code of Laws of South Carolina 1976, as amended (the “**Enabling Act**”), the governing body of any county in the State of South Carolina (the “**State**”) may authorize the issuance of general obligation bonds by special purpose districts located within its bounds to defray the cost of any authorized purpose and for any amount not exceeding such special purpose district’s applicable Bonded Debt Limit..

(c) East Richland County Public Service District, South Carolina (the “**District**”) was created and established as a special purpose district, a body politic and corporate, pursuant to the provisions of Act No. 1114 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1960, as amended. The District is located wholly within the County and is authorized, *inter alia*, (i) to provide and perform sewage collection, disposal and treatment, (ii) to acquire, purchase, hold, use, lease, mortgage, sell, transfer and dispose of any property, real, personal, or mixed, or any interest therein, and (iii) to do all other acts and things necessary or convenient to carry out any function or power committed or granted to the District.

(d) Pursuant to Section 6-11-830 of the Enabling Act, the County Council, upon petition of the governing body of any special purpose district, may determine that it is in the interest of such special purpose district to raise moneys for the furtherance of any power or function of the special purpose district and order a public hearing to be held upon the question of the issuance of general obligation bonds of the District.

(e) The County is in receipt of a petition from the East Richland County Public Service District Commission (the “**Commission**”), the governing body of District, requesting authorization to issue not exceeding \$10,000,000 of general obligation bonds (the “**Bonds**”) in order to (1) defray the costs of (1) defray the costs (i) improvements and/or repairs to its wastewater system, including (A) Basin 16 rehabilitation of sewer lines, including 22 sub-basins therein; (B) Basin 16 pump station and force main; (C) I-20 and I-277 sewer line extensions; (D) replacements of pumps at Quail Lane and Decker Boulevard pump stations; (E) rehabilitation of 18-inch sewer lines along

Jackson Creek and 8-Mile Branch; (F) rehabilitation of 18-inch sewer lines along Forest Lake and Rockford Lake; (G) Whitehouse Road improvements; (H) improvements to the Fort Jackson pump station; and (ii) other general improvements, repairs and expansions to the District's sewage collection, treatment, and disposal system (collectively, to the extent financed with proceeds of the Bonds, the "**Project**"), and (2) pay the costs of issuance of the Bonds.

(f) By action previously taken, the County Council ordered that a public hearing (the "**Public Hearing**") on the question of the issuance of the Bonds be held on June 3, 2025, at 6:00 p.m., and the notice of the Public Hearing was duly published once a week for three successive weeks in *The State*, a newspaper of general circulation in the County.

(g) The Public Hearing has been duly held at the time and date and in the manner set forth above and was conducted publicly. Both proponents and opponents of the proposed action were given full opportunity to be heard and it is now in order for the County Council to proceed, after due deliberation, in accordance with the provisions of the Enabling Act to make a finding as to whether or not the Bonds should be issued.

(h) The County Council finds that it is in the interest of the District to authorize and provide for the issuance and sale of the Bonds of the District pursuant to the aforesaid provisions of the Constitution and laws of the State for the purposes of providing funds for the Project and providing for the costs of issuance of the Bonds.

ARTICLE II – AUTHORIZATIONS

Section 2.01 Authorizations.

(a) It is found and determined that each statement of fact set forth in the preamble of this ordinance (this "**Ordinance**") is in all respects true and correct.

(b) On the basis of the facts adduced at the Public Hearing, it is found and determined that the Commission is authorized to issue the Bonds.

(c) The County Council finds that the Commission should issue the Bonds in the amount of not exceeding \$10,000,000 as a single issue or from time to time as several separate issues, as the Commission, in its sole discretion, shall determine. The issuance of the Bonds is not conditioned upon the holding of a special election and no further action or authorization of the County shall be required as a condition for the issuance of the Bonds.

(d) Notice of the enactment of this Ordinance, as required by Section 6-11-870 of the Enabling Act and in substantially similar form to that attached hereto as Exhibit A, shall be published in *The State* for three successive weeks. Such notice, upon the first publication thereof, shall also constitute proper notice of action as authorized by Section 11-27-40(8) of the Code of Law of South Carolina 1976, as amended.

Section 2.02 Ordinance to be Provided to District.

A certified copy of this Ordinance shall forthwith be transmitted to the Commission to advise it of the action taken by the County Council, whereby the Commission has been authorized to issue, pursuant to the provisions of the Enabling Act, the Bonds in the aggregate principal amount of not exceeding \$10,000,000.

Section 2.03 Further Action.

The Chairman and other County officers are herewith authorized and empowered to take such further action as may be necessary to fully implement the action contemplated by this Ordinance.

[Remainder of Page Intentionally Blank]

DONE AND ENACTED, this 3rd day of June 2025.

COUNTY COUNCIL OF RICHLAND COUNTY

(SEAL)

Jesica Mackey, Chair

Attest:

Anette Kirylo, Clerk
County Council of Richland County

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:	April 15, 2025
Second Reading:	May 6, 2025
Public Hearing:	June 3, 2025
Third Reading:	June 3, 2025

EXHIBIT A

NOTICE OF ACTION

Notice is hereby given pursuant to the provisions of Sections 6-11-870 and 11-27-40(8) of the Code of Laws of South Carolina 1976, as amended (together, the “Authorizing Acts”), as follows:

Following a public hearing held June 3, 2025, the County Council of Richland County (the “County Council”), the governing body of Richland County, South Carolina, enacted that certain ordinance, entitled “AN ORDINANCE AUTHORIZING THE EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT, SOUTH CAROLINA TO ISSUE NOT EXCEEDING \$10,000,000 OF GENERAL OBLIGATION BONDS; AND PROVIDING FOR OTHER MATTERS RELATED THERETO” on June 3, 2025 (the “Ordinance”).

East Richland County Public Service District, South Carolina (the “District”), a special purpose district established in Richland County, as a body politic and corporate pursuant to the provisions of Act No. 1114 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1960, as amended, has been authorized by the provisions of the Ordinance to issue not exceeding \$10,00,000 in aggregate principal amount of general obligation bonds of the District (the “Bonds”) as a single issue or from time to time as several separate issues, in order to (1) defray the costs of (i) improvements and/or repairs to its wastewater system, including (A) Basin 16 rehabilitation of sewer lines, including 22 sub-basins therein; (B) Basin 16 pump station and force main; (C) I-20 and I-277 sewer line extensions; (D) replacements of pumps at Quail Lane and Decker Boulevard pump stations; (E) rehabilitation of 18-inch sewer lines along Jackson Creek and 8-Mile Branch; (F) rehabilitation of 18-inch sewer lines along Forest Lake and Rockford Lake; (G) Whitehouse Road improvements; (H) improvements to the Fort Jackson pump station; and (ii) other general improvements, repairs and expansions to the District’s sewage collection, treatment, and disposal system, and (2) pay the costs of issuance of the Bonds.

For the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District will be irrevocably pledged, and there will be levied annually a tax without limit on all taxable property within the area of the District sufficient to pay the principal of and interest on the Bonds as they respectively mature, and to create such sinking fund therefor.

No election has been ordered in the District upon the question of the issuance of the Bonds.

Any persons affected by the action aforesaid of the County Council may object to the Ordinance and challenge the action of the County Council by following the procedures provided in the Authorizing Acts.

COUNTY COUNCIL OF RICHLAND COUNTY

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 033-25HR**

**AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF
ORDINANCES, CHAPTER 18, OFFENSES; TO ADD A NEW
SUBSECTION, HATE INTIMIDATION, TO ESTABLISH THE
OFFENSE AND TO PROVIDE A PENALTY FOR VIOLATION.**

WHEREAS, the residents and visitors of the County of Richland represent a diverse group of citizens of different races, colors, creeds, religions, ancestries, sexual orientations, genders, gender identities, national origins, and physical and/or mental disabilities; and

WHEREAS, the County of Richland values the diversity of its community and must protect its residents and visitors from intimidation, threats, crimes, and hate towards a person because of their actual or perceived ethnicity, national origin, religion, sexual orientation, gender, gender identity, and/or physical or mental disability. The intent of this ordinance is to help deter crimes motivated by bias or hate towards any person or persons; and

WHEREAS, the County of Richland is responsible for protecting the health, safety, and welfare of those in its community and for enacting ordinances not inconsistent with the Constitution and general law of this State to ensure such protection; and

WHEREAS, the State of South Carolina has yet to adopt statewide hate crime legislation and is only one of two states in the United States to have yet adopt such protections for its citizens and visitors.

NOW, THEREFORE, pursuant to S.C. Code, Ann. Section 4-9-30(14), which authorizes a county governing body to enact ordinances for the implementation and enforcement of the powers granted under Home Rule, Title 4 of the South Carolina Code of Laws, County Council adopts this ordinance.

SECTION I. The Richland County Code of Ordinances; Chapter 18, Offenses, is hereby amended by adding:

Sec. 18-__ . Hate Intimidation.

(a) Definitions.

Whenever used in this section, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined.

Minor Child. A person under the age of eighteen.

Ordinance Offense. An offense set forth in Sec. 18 of the Richland County Code of Ordinances.

State Crime. An offense or crime set forth in Title 16 of the South Carolina Code of Laws, as amended.

(b) Offense defined.

It shall be unlawful for any person to, within the unincorporated area of Richland County, commit a State Crime or Ordinance Offense with the intent, in whole or in part, to cause, or cause the fear of, harm, injury, or damage to the victim's person or property because of the victim's actual or perceived race, ethnicity, national origin, color, religion, sexual orientation, gender, gender identity, or physical or mental disability, whether or not the perception is correct. A person found in violation of this section is guilty of the separate hate crime offense of hate intimidation.

(c) Criminal enforcement. Penalty.

(1) A person who violates any provision of this section during the commission of a State Crime or Ordinance Offense and is charged by a law enforcement officer with committing such crime or offense shall also be charged by that officer with a violation of this section. Upon conviction, a person charged with a violation of this section shall be deemed guilty of a misdemeanor and shall be subject to a fine not exceeding five hundred dollars (\$500.00) or imprisonment not exceeding thirty (30) days, or both, and may be required by the court to make restitution.

(2) The parent(s) or legal guardian(s) of a minor child convicted of violating any provision of this section shall be liable for any damages, pursuant to Title 63 of the South Carolina Code of Laws, as amended, caused by the minor child and shall be required to pay any restitution ordered if any act or omission of the parent(s) or legal guardian(s) contributed to the action(s) of the minor child.

(3) A court may impose community service or participation in an educational or counseling program for the violation of this section.

(d) Remedies not exclusive.

The provisions of this ordinance are in addition to, and not in lieu of, any other enforcement provision or process permitted by law. Nothing in this ordinance supplants, alters, or limits a statutory or common law right of a person to bring an action in court or the right of the lawful jurisdiction to prosecute a person for the commission of hate intimidation or any other hate crime.

SECTION II. 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. 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 June 3, 2025.

RICHLAND COUNTY COUNCIL

BY: _____
Jesica Mackey, Chair

ATTEST THIS THE 3rd DAY

OF June, 2025.

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:	May 6, 2025
Second Reading:	May 13, 2025
Public Hearing:	June 3, 2025
Third Reading:	June 3, 2025

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 034-25HR

**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 PALMETTO CITIZENS
FEDERAL CREDIT UNION (PREVIOUSLY IDENTIFIED AS
PROJECT SPARROW); 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 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, Palmetto Citizens Federal Credit Union, previously identified as Project Sparrow (“Company”), desires to develop a corporate headquarters facility in the City of Columbia and within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$65,000,000 and the creation of approximately 138 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 substantially 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 and promote the welfare of its citizens.

Section 2. *Expansion of the Park Boundaries, Inclusion of Property.* The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is 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

(SEAL)
ATTEST:

Jeisca Mackey, Chair
Richland County Council

Anette Kirylo, 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: May 6, 2025
Second Reading: May 13, 2025
Public Hearing: June 3, 2025
Third Reading: June 3, 2025

EXHIBIT A
FORM OF AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PALMETTO CITIZENS FEDERAL CREDIT UNION

Effective as of: June 3, 2025

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of June 3, 2025 (“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 PALMETTO CITIZENS FEDERAL CREDIT UNION, a federally chartered credit union (“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 previously developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial (“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 establish a new headquarters facility at the intersection of Sumter and Lady Streets in the Downtown Columbia area (the “Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$65,000,000, and which is anticipated to result in the creation of not less than 138 new, full-time jobs;

WHEREAS, by an ordinance enacted on June 3, 2025 (“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 (collectively and together with the Land, “Property”) in the Park and the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on June 10, 2025 in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide 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 a federally chartered credit union, 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; Jobs Commitment.* (a) The Company shall invest not less than \$65,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below.

(b) The Company shall create 138 new, full-time jobs in the County in connection with the Project ("Jobs Commitment") by the Certification Date.

(c) The date on which the Company certifies achievement of the Investment Commitment and Jobs Commitment shall be the "Certification Date," which date shall be no later than the fifth anniversary of the last day of the property tax year in which Project assets are initially placed in service, which is

anticipated to be December 31, 2031. The Company shall certify achievement of the Investment Commitment and Jobs Commitment by providing documentation to the County sufficient to reflect achievement of the Investment Commitment and Jobs Commitment, in form and substance reasonably acceptable to the County.

(d) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Date") to verify the Company's achievement of the Investment Commitment and Jobs Commitment. The County has the right to exclude from (i) the investment certified by the Company any costs the County determines, in its sole discretion, are ineligible costs and (ii) the jobs certified by the Company any jobs the County determines, in its sole discretion, are not new, full-time jobs. The County's Economic Development Department shall, on a date no later than the Verification Date, provide to the Company, by written notice, the County's determination of the verified amount of investment made by the Company in taxable property and the verified number of new, full-time jobs created in connection with the Project in the County. Failure to provide a written verification by the Verification Date shall be deemed to be a determination by the County that all investment certified by the Company are verified as eligible costs for purposes of satisfying the Investment Commitment and that all jobs certified by the Company are verified as eligible jobs for purposes of satisfying the Jobs Commitment.

Section 2.2 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 commencing with the first Fee Payment following the Verification Date. 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 Fee Payment bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.2(a), subject to provisions of Section 2.3 ("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 SOURCE OF THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS GENERATED BY THE PROJECT 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. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

Section 2.3. Reduction of Infrastructure Credits. If the Company fails to meet the Investment Commitment and the Jobs Commitment by the Certification Date, then the Infrastructure Credit provided pursuant to Section 2.2(a) shall be subject to reduction. The percentage by which the Infrastructure Credit shall be reduced is calculated as follows:

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

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

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, as applicable, will be counted. Further, all numbers shall be rounded to the nearest whole number.

For example, and by way of example only, if the Company had only invested \$52,000,000 and created 110 new, full-time jobs by the Certification Date, the Reduction Percentage would be calculated as follows and the Infrastructure Credit shall be reduced by the Reduction Percentage.

Investment Achievement Percentage = \$52,000,000 / \$65,000,000 = 80%

Jobs Achievement Percentage = 110/138 = 80%

Overall Achievement Percentage = (80% + 80%)/2 = 80%

Reduction Percentage = 100% - 80% = 20%

Section 2.4. 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.

Section 2.5. Filings. The Company shall, on or before January 31 of each year during the Credit Term, 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.

ARTICLE III DEFAULTS AND REMEDIES

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

(a) Failure by the Company to 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 failure to complete the Project by the Certification Date. For purposes of this Agreement, "failure to complete" shall mean a failure to receive a certificate of occupancy for the

(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 Section 2.1 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 and 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 shall 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 covenants, stipulations, promises, agreements and obligations of the County and 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 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 or (ii) sent by United States first-class registered mail, postage prepaid, 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
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with a copy to (does not constitute notice):	Parker Poe Adams & Bernstein LLP Attn: Ray E. Jones and Emily Luther 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202 Phone: 803.255.8000
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if to the Company:	Palmetto Citizens Federal Credit Union
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Attn: CEO
1320 Washington Street
Columbia, SC 29201

with a copy to
(does not constitute notice):

Haynsworth Sinkler Boyd, PA
Attn: Will Johnson
1201 Main Street, 22nd Floor (29201)
Post Office Box 11889 (29211)
Columbia South Carolina
Phone: 803.779.3080

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 \$6,000. 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 attorney's fees. Administration Expenses do not include any costs, expenses, including attorney's 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 hereto.

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 day which is a 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

Jesica Mackey, Chair
Richland County Council

(SEAL)
ATTEST:

Anette Kyrlo, 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, Project Sparrow has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

**PALMETTO CITIZENS FEDERAL
CREDIT UNION**

Signature: _____

Name: _____

Title: _____

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A
LAND DESCRIPTION

RICHLAND COUNTY TAX MAP NUMBERS:

Parcel 1: R11402-16-01

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, at the southwestern corner of the intersection of Washington and Marion Streets, as shown on a plat prepared for First Carolina Savings and Loan Association by William Wingfield, Registered Surveyor, dated November 30, 1977, and recorded in Plat Book Y, page 485 in the office of the Register of Deeds for Richland County being more recently shown and described on that certain Nat prepared for Palmetto Citizens Federal Credit Union by Cox and Dinkins, Inc., dated March 6, 2002, revised April 23, 2002, recorded in Book 662, page 1268, in the office of the Register of Deeds for Richland County, having the following metes and bounds, to wit:

Beginning at a 1" Pinch Top (o) at the intersection of the southern right-of-way of Washington Street and the western right-of-way of Marion Street, said point being the POINT OF BEGINNING (POB); thence turning and running along the western right-of-way of Marion Street S19°55'07"E, a distance of 209.11 feet to a 1" Pinch Top (o); thence turning and running along property now or formerly CBP, LLC S69°59'55"W, a distance of 209.95 feet to a 3/4" Pinch Top (o); thence turning and running along property now or formerly Jessamine Properties, Inc. S69°57'08"W, a distance of 208.80 feet to a 5/8" Rod (o); thence turning and running along the eastern right-of-way of Sumter Street N20°02'52"W, a distance of 52.60 feet to a R/R Spike (n); thence turning and running along property now or formerly PPC, Inc. N69°53'11"E, a distance of 168.80 feet to a 3/4" Pipe (o); thence turning and running along property now or formerly PPC, Inc. N19°55'12"W, a distance of 156.36 feet to a 1" Pinch Top (o); thence turning and running along the southern right-of-way of Washington Street N70°00'00"E, a distance of 250.06 feet to a 1" Pinch Top (o); the POINT OF BEGINNING. (POB) Containing 61,185 square feet or 1.40 acres, more or less.

This being the same property conveyed to Palmetto Citizens Federal Credit Union by deed of Finger Lake Properties, Inc., dated May 22, 2002 and recorded on May 23, 2002, in the Office of the Register of Deeds for Richland County Book R0665, Page 1164, and in Book R0665, Page 1168.

Parcel 2: R11401-01-14

All that certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being on the northwest side of Sumter Street, in the City of Columbia, in the County of Richland, State of South Carolina, containing 0.28 acre, all as more particularly shown and

designated on that certain Plat prepared by Cox and Dinkins, Inc., for Palmetto Citizens Federal Credit Union, dated October 4, 2023, and recorded November 15 , 2023, in Book 2819, page 2935 in the ROD Office for Richland County.

This being the same property conveyed to Palmetto Citizens Federal Credit Union by deed of Nicholas J. Pournaras and Kalliope K. Pournaras dated November 16, 2023, recorded on November 20, 2023, in the Office of the Register of Deeds in Book 2880 at Page 2452, and in Book 2880, Page 2458.

Parcel 3: R11401-01-08

ALL THAT CERTAIN PIECE, PARCEL OR LOT of land, together with improvements thereon, if any, situate, lying and being located in the City of Columbia, County of Richland, State of South Carolina, consisting of approximately 24,733 Sq. Ft., and designated as Parcel "C" as shown on that ALTA/ACSM Land Title Survey prepared for Palmetto Citizens Federal Credit Union, by Chao & Associates, Inc., dated August 30, 2016, and recorded in the office of the Richland County ROD in Book 2153, page 3851 (the "Survey"), reference being craved thereto for a complete description of the metes, bounds, courses, and distances of said parcel; be all measurements a little more or less. The above-referenced Survey is hereby incorporated herein by reference.

Parcel 4: R11401-01-09

ALL THAT CERTAIN PIECE, PARCEL OR LOT of land, together with improvements thereon, if any, situate, lying and being located in the City of Columbia, County of Richland, State of South Carolina, consisting of approximately 11,195 Sq. ft., and designated as Parcel "B" as shown on that ALTA/ACSM Land Title Survey prepared for Palmetto Citizens Federal Credit Union, by Chao & Associates, Inc., dated August 30, 2016, and recorded in the office of the Richland County ROD in Book 2153, page 3851 (the "Survey"), reference being craved thereto for a complete description of the metes, bounds, courses, and distances of said parcel; be all measurements a little more or less. The above-referenced Survey is hereby incorporated herein by reference.

Parcel 5: R11401-01-10

ALL THAT CERTAIN PIECE, PARCEL OR LOT of land, together with improvements thereon, if any, situate, lying and being located in the City of Columbia, County of Richland, State of South Carolina, consisting of approximately 8,165 Sq. ft., and designated as Parcel "A" as shown on that ALTA/ACSM Land Title Survey prepared for Palmetto Citizens Federal Credit Union, by Chao & Associates, Inc., dated August 30, 2016, and recorded in the office of the Richland County ROD in Book 2153, page 3851 (the "Survey"), reference being craved thereto for a complete description of the metes, bounds, courses, and distances of said parcel; be all measurements a little more or less. The above-referenced Survey is hereby incorporated herein by reference.

(Parcels 3, 4, 5) These being the same properties conveyed to Palmetto Citizens Federal Credit Union by Jessamine Properties, Inc., dated October 11, 2016, recorded October 16, 2016 in the

Office of the Register of Deeds for Richland County in Book 2154, Page 3566, and in Book 2154, Page 3572.

EXHIBIT B
DESCRIPTION OF INFRASTRUCTURE CREDIT

Subject to Section 2.3 and the other terms and conditions of this Agreement, the Company is entitled to an Infrastructure Credit in an amount equal to 50% of the annual Fee Payment due and owing from the Company with respect to the Project. The Company shall receive the Infrastructure Credit for a period of ten (10) consecutive years, commencing with the first Fee Payment due with respect to the Project following the Verification Date.

EXHIBIT C

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.

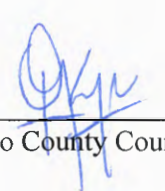
RICHLAND COUNTY, SOUTH CAROLINA



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

**Project Update**

Prepared by:	Eric Williams	Title:	Director
Department:	Operational Services	Division:	
Date Prepared:	May 14, 2025	Meeting Date:	May 20, 2025
Approved for Consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee/Meeting:	Detention Center Ad Hoc		
Council Initiative/Project:	Alvin S. Glen Detention Center Facilities Projects		

PROJECT	VISITATION AREA (ATTORNEY/CLIENT)
PERCENT COMPLETE	95%
STATUS	All construction is complete and interior finishes completed. Awaiting delivery and installation of backordered communication call boxes.
ESTIMATED COMPLETION DATE	June 15, 2025
BUDGET	\$4,204,000.00
CONTRACTOR	JM Cope
SCOPE	The project turns half of the Tango Facility into an Attorney Visitation area with 7 indirect contact units and 3 direct contact units. The Attorneys will access the area via covered walkway from the main lobby, just past security. The project also has a security hallway to the area to allow for detainee movement. This project was fully designed and specified by an architectural design team and was solicited through a public bid process.

PROJECT	FACILITY WIDE SECURITY SYSTEM
PERCENT COMPLETE	20%
STATUS	Design phase completed. Construction drawings have been submitted and approved. Awaiting selection of contractor and permitting.
ESTIMATED COMPLETION DATE	July 2026
BUDGET	estimated \$6,500,000.00
CONTRACTOR	Moseley (design); Construction (TBD)
SCOPE	Design and install a new camera and security control system throughout the facility.

PROJECT	PHASE 5 FIRE ALARM SYSTEM REPLACEMENT
PERCENT COMPLETE	95%
STATUS	Replacement of fire alarm panel and 90% of devices installed.
ESTIMATED COMPLETION DATE	June 1, 2025
BUDGET	\$396,686.37
CONTRACTOR	Honeywell Inc.
SCOPE	Remove and replace Fire Alarm system for all Phase 5 housing units.

PROJECT	HOTEL HOUSING UNIT
PERCENT COMPLETE	100%
STATUS	Completed and turned over to Detention Center for occupation.
COMPLETION DATE	April 20, 2025
BUDGET	\$1,190,122.00
CONTRACTOR	CNC Construction
SCOPE	Complete interior renovation of housing unit

PROJECT	JULIET HOUSING UNIT
PERCENT COMPLETE	90%
STATUS	Interior finishes and MEP (mechanical, electrical, plumbing) devices/fixtures being installed.
ESTIMATED COMPLETION DATE	May 30, 2025
BUDGET	\$1,309,360.00
CONTRACTOR	CNC Construction
SCOPE	Complete interior renovation of housing unit.

PROJECT	LIMA HOUSING UNIT
PERCENT COMPLETE	65%
STATUS	Construction is in progress. Guardhouse construction completed. Interior finishes and MEP (mechanical, electrical, plumbing) devices/fixture being installed.
ESTIMATED COMPLETION DATE	June 30, 2025
BUDGET	\$691,617.00
CONTRACTOR	Carbra Construction
SCOPE	Complete interior renovation of housing unit.

PROJECT	KILO HOUSING UNIT
PERCENT COMPLETE	53%
STATUS	Construction is in progress. Guardhouse construction in progress. Interior finishes and MEP (mechanical, electrical, plumbing) devices/fixture being installed.
ESTIMATED COMPLETION DATE	June 30, 2025
BUDGET	\$691,617.00
CONTRACTOR	Carbra Construction
SCOPE	Complete interior renovation of housing unit.

PROJECT	UNIFORM HOUSING UNIT
PERCENT COMPLETE	59%
STATUS	Construction is in progress. Guardhouse construction completed. Interior finishes and MEP (mechanical, electrical, plumbing) devices/fixture being installed
ESTIMATED COMPLETION DATE	May 30, 2025
BUDGET	\$691,617.00
CONTRACTOR	Carbra Construction
SCOPE	Complete interior renovation of housing unit.

PROJECT	MIKE HOUSING UNIT		
PERCENT COMPLETE	0%		
STATUS	Proposals received from contractors on May 5, 2025. Proposals being evaluated for scope of work and contractor qualifications.		
ESTIMATED START DATE	July 1, 2025	ESTIMATED COMPLETION DATE	October 1, 2025
BUDGET	\$1,400,000.000		
CONTRACTOR	TBD		
SCOPE	Complete interior renovation of housing unit.		

PROJECT	NEW HOUSING UNIT BUILDING- 3 STORIES – 288 BEDS- 6, 48 BED HOUSING UNITS		
PERCENT COMPLETE	2%		
STATUS	Cost Proposal received from Mosely Architects. Pre-construction meetings to discuss scope completed. Richland County staff to conduct site visits to neighboring Detention facilities in June to help with Scope Development. Full scope and design criteria development to be completed in July, 2025.		
ESTIMATED START DATE	July 1, 2025 (design)	ESTIMATED COMPLETION DATE	July 1, 2028 (design & construction)
BUDGET	\$40,233,119.06		
CONTRACTOR	TBD		
SCOPE	Construction of 3 story, 288 bed, 6 Housing Unit Building.		



Informational Agenda Briefing

Prepared by:	Callison Rawl Richardson	Title:	Division Manager
Department:	Grants and Community Outreach	Division:	Community Development
Date Prepared:	May 12, 2025	Meeting Date:	May 20, 2025
Approved for consideration:		County Administrator	Leonardo Brown, MBA, CPM
Meeting/Committee	Affordable Housing Ad Hoc		
Subject:	Community Development Office: Existing Housing Program Updates		

The Richland County Community Development Office is responsible for the management and distribution of Federal grants from the U.S. Department of Housing and Urban Development (HUD). County staff request the opportunity to provide updates on three key Affordable Housing Programs run by the Office:

1. Richland County Homeownership Assistance Program (RCHAP) - Reopening in June!
2. HOME Investment Partnerships - \$3.5 Million NOFA for Affordable Housing Development
3. Operation One Touch (OOT) Minor Home Repair - Repairs underway.

2025 HOME Income Limits Established by HUD:

Eligibility for all three programs is guided by the 2025 HUD Income Limits for Columbia, SC MSA (Richland County) in relation to the current Area Median Income (AMI). Households up to the 80% limit for the AMI are eligible for these affordable housing opportunities.

Income Threshold by Household Size	1	2	3	4	5	6	7	8
30% Limits	\$19,500	\$22,250	\$26,650	\$32,150	\$37,650	\$43,150	\$48,650	\$54,150
50% Limits	\$32,450	\$37,100	\$41,750	\$46,350	\$50,100	\$53,800	\$57,500	\$61,200
80% Limit	\$51,950	\$59,350	\$66,750	\$74,150	\$80,100	\$86,050	\$91,950	\$97,900

PROGRAM UPDATES:

Richland County Homeownership Assistance Program (RCHAP)

The County's HUD-funded Down Payment Assistance program will reopen in June 2025 with \$615,000.00 in HOME Investment Partnership funding set aside to support first-time homeowners. This is a signature program of the Community Development Office, operating since at least 2002 and has been updated to ensure compliance and maximum impact. Funds will be disbursed on a first-come, first-served basis for eligible LMI families purchasing a primary residence in unincorporated areas County, helping families achieve long-term housing stability. County employees meeting the LMI criteria are eligible to apply.

All information regarding RCHAP is available on the County website:

<https://richlandcountysc.gov/Government/Departments/Community-Development/Community-Development-Programs/-Homeownership>

High Level Details

Up to \$24,500 per household in assistance available through a 5-10-year forgivable loan to support closing costs and/or down payments for purchasing a single-family home.

ELIGIBLE HOUSEHOLDS: Must be a resident of South Carolina. Must be qualified as a LMI household under the 80% threshold. Must be a first-time homebuyer or have not owned property for the last 3 years. Cannot have a contract on a house until after completing program requirements.

ELIGIBLE PROPERTIES: Must be a single-family detached dwelling built after 1978 located in the unincorporated areas of Richland County. Each property must be able to pass a rigid inspection that will guarantee the home is livable, safe, and does not require immediate repair.

***MAX PURCHASE PRICE (set by HUD):** Existing home price: \$228,000 & New Construction: \$273,000*

PROGRAM REQUIREMENTS: Applicants must attend RCHAP Orientation, complete a HUD-Certified housing counseling program, and secure a pre-qualified letter from a lender before participating in the program. Applications go through an underwriting process by County staff to ensure the loan meets the Debt-to-Income Ratio affordability requirements.

HOME Investment Partnerships - \$3M Notice of Funding Availability for Affordable Housing Projects

In June 2025, the Community Development Office will release a Notice of Funding Availability (NOFA) for \$3.5M in CDBG, HOME, and County Match funds for investment into the creation of affordable housing. Funds can be utilized for acquisition of land or existing units, rehabilitation, and new construction of affordable housing units in unincorporated areas of the County.

A draft of the NOFA is included as an attachment. This document and dates are still being finalized.

High Level Overview:

County staff will run a rolling, competitive application process complete with information sessions, a "one-stop shop" information webpage on the County's site for accessing all required documents, advertising of the opportunity through public notice and social media posts, and

FUNDS MAY BE DISTRIBUTED AS GRANTS OR LOW-INTEREST FINANCING (or a combination) to eligible developers. County staff and HUD Consultants will conduct required underwriting and evaluation process for projects. Recommended projects will be brought to Council for approval.

PROJECT MUST DEVELOP AFFORDABLE UNITS according to HUD livability, occupancy, and affordability standards, with an emphasis on families in the 30-50% LMI thresholds.

UNITS MAY BE FOR HOMEOWNERSHIP OR RENTALS and can include single-family homes, apartments, and multifamily (duplex, triplex, and quadraplex) properties.

ELIGIBLE ENTITIES: Nonprofit and for-profit affordable housing developers with a demonstrated track record of property management, monitoring occupancy standards, federal grants administration, and the capacity for long-term monitoring of 15-40-year affordability periods. Rentals and homeownership projects must adhere to rates set by the HOME Program.

A 20% MATCH IS REQUIRED FOR EACH HOME DOLLAR INVESTED IN A PROJECT. The County has funds set aside to assist with the match for eligible non-profits. For-profit applicants are required to provide their own match.

Operation One Touch (OOT) Update

OOT is the County's signature minor home repair program available for primary residences of LMI eligible households in unincorporated Richland County. Homeowners receive a 5-year forgivable loan during which they must remain in the house for 5 years after repairs are completed. All details about OOT are available here:

<https://www.richlandcountysc.gov/Government/Departments/Community-Development/Community-Development-Programs/-Homeowner-Rehabilitation>

County staff have taken another set of homes through the OOT eligibility and compliance process with 10 home repairs expected to be completed by August 1st. This group of home repairs range from \$7,500-\$20,000 per house, primarily replacing of windows, roofs, and HVAC systems.

Another 12 eligible homes will follow those later in the year. The Community Development Office plans to reopen Operation One Touch for another round of applications for minor home repair in late 2025.

ATTACHMENTS:

1. Notice of Funding Availability (NOFA) for HUD Grants for Affordable Housing Development

Notice of Funding Availability (NOFA)
HOME Investment Partnerships Program | Community Development Block Grant

Richland County Community Development is pleased to announce the availability of funding through the U.S. Department of Housing and Urban Development (HUD) under the following programs:

- **HOME Investment Partnerships Program (HOME) - \$3,500,000.00**
- **Community Development Block Grant (CDBG) - \$300,000.00**

These funds are intended to support projects that create affordable housing opportunities, promote neighborhood revitalization, provide supportive services, and improve the quality of life for low- to moderate-income residents throughout the unincorporated Richland County.

Eligible Applicants: Nonprofit organizations, developers, housing authorities, local government agencies, and other community-based partners are encouraged to apply. All applicants must demonstrate capacity, experience, and compliance with federal program guidelines for affordable housing development and management, along with federal grant management.

Eligible Activities May Include:

- **HOME:** Acquisition, new construction, or rehabilitation of affordable housing for both homeownership and rental opportunities, along with transitional housing units.
- **CDBG:** Acquisition and rehabilitation of rental units benefiting low- to moderate-income residents.

Funding Priorities: Projects that address affordable housing needs, reduce homelessness, and align with the County's Consolidated Plan and Annual Action Plan will be prioritized. Special consideration will be given to shovel-ready projects and those with leveraged funding. Projects must meet HUD underwriting standards and comply with regulations. Funds will be awarded to eligible projects on a first-come, first-served basis with recommendation by Community Development Staff and final approval by County Council.

Work Session: Richland County will offer work session to guide applicants through the submission process and program requirements. The workshops will be held on June 16, 2025 from 10am-12pm. A virtual workshop will be held June 18, 2025 from 1pm – 3pm. Interested applicants are encouraged to attend.

Application Period: This is a rolling, competitive grant process. The application opens June 23, 2025 and will remain open until all funds has been awarded. Applications that are faxed, handwritten, or email, or substantially incomplete, will not be accepted, no exceptions.

How to Apply: Interested applicants may receive a copy of the application during the work session training or by visiting the Richland County Community Development webpage for this Affordable Housing NOFA Process.

Please direct all questions to the Richland County Community Development Division at (803) 576-2230 communitydevelopmentinfo@richlandcountysc.gov. Richland County does not discriminate based on disability status in the admission or access to its programs. South Carolina Relay Center - TDD users dial 711.

DRAFT

**RICHLAND COUNTY
ADMINISTRATION**

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



Transportation Agenda Briefing

Prepared by:	Michael J Maloney	Title:	Director
Department:	Transportation	Division:	
Date Prepared:	May 13, 2025	Meeting Date:	June 3, 2025
Legal Review	Patrick Wright via email	Date:	May 20, 2025
Budget Review	Brittany Hammond via email	Date:	May 22, 2025
Finance Review	Stacey Hamm via email	Date:	May 20, 2025
Approved for consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM
Meeting/Committee	Transportation Ad Hoc		
Subject	Award of construction for dirt road package P		

RECOMMENDED/REQUESTED ACTION:

Staff recommends award of construction to McClam & Associates, Inc in the amount of \$3,272,038.22 with a 15% contingency for a total approved amount of \$3,762,843.95.

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 bid price is within the anticipated pricing for dirt road development at \$1.5M per mile. After this commitment of funds, \$15.2M remains in the Transportation Penny dirt road paving program.

Applicable fund, cost center, and spend category:

Applicable Fund: 1332 Transportation Tax Roadways
Cost Center: 9950 Capital Projects
Spend Category: Construction
Project: Dirt Road Package P

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Request for Bid RC-707-B-25 was issued on April 2, 2025; two submissions were received. McClam & Associates is the lowest, responsive, responsible bidder.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable.

TRANSPORTATION PROJECT IMPACT:

Project Referendum:	2012 Transportation Penny		
Project Name:	Dirt Road Package P		
From:	District 7	To:	District 10
Project Category:	Dirt Road		
Project Services:	Construction		
Project Type <small>(2024 Referendum Only)</small>			

Transportation Project Budgetary Impact:

Total Project Budget:	\$19,048,856
Requested Amount:	\$3,762,843
Remaining Project Budget:	\$15,286,013

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

The group of roads in this bid package improve the prorata or distribution of projects where needed.

Street Name	Council District	Length (linear feet)
Adams Scott Road	10	3,485LF
Goodwin Way	10	1,531LF
Smithcreek Road	10	1,257LF
Spring Creek Road	10	3,226LF
Larger Street	7	1,853LF

Total Dirt Road Paving amount: 2.15 miles.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Plan for growth through inclusive and equitable infrastructure

Objective: Create Excellent Facilities

SUMMATIVE OVERALL COUNTY IMPACT:

- This project was included in the 2012 referendum.
- The roads involved help balance the Penny expenses in the Council districts
- The work involved restores the driveability and walkability of the roads involved.
- The program of these projects provides positive results throughout Richland County.
- Residents in each neighborhood will experience the improvements to the roads.

ATTACHMENTS:

1. Procurement Department Letter of Recommendation to Award

**RICHLAND COUNTY GOVERNMENT
PROCUREMENT DEPARTMENT**

2020 Hampton Street, Suite 3064, Columbia, SC 29204
T 803-576-2130 | F 803-576-2135
richlandcountysc.gov



Attachment 1

May 6, 2025

To: Mr. Michael Maloney, Director of Transportation

From: Deramus Forrester, Contract Analyst

CC: Mrs. Jennifer Wladischkin, Director of Procurement, Jeffrey McNesby, Project Manager

Re: RC-707-B-25 Dirt Road Package P

On May 6, 2025, bids were received for solicitation RC-707-B-25 Dirt Road Package P. There were two (2) submittals which were reviewed and found to have no discrepancies. The bids received were as follows:

Dirt Road Package P Project - BID RESULTS SUMMARY	
BIDDER	SUBMITTED BID
McClam and Associates, Inc.	\$3,272,038.22
Cherokee, Inc.	\$3,545,650.71

Further review shows that McClam and Associates, Inc. is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A Non-Mandatory Pre-Bid Conference was held at 10 a.m. on April 16, 2025, during which attendees gained information and bidding directives for the project. See the attached sign-in log.

Attached is a final bid tab sheet for your reference, which indicates McClam and Associates' bid is 8.1% higher than the Engineer's Estimate of \$3,006,698.50 dated February 4, 2025. There was an SLBE goal of 18% established for this project, and McClam committed to the SLBE goal.

It is Procurement's recommendation that a contract be awarded to the lowest responsive and responsible bidder, McClam and Associates, Inc.

**RICHLAND COUNTY
ADMINISTRATION**

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



Transportation Agenda Briefing

Prepared by:	Michael Maloney	Title:	Director
Department:	Transportation	Division:	
Date Prepared:	April 29, 2025	Meeting Date:	June 3, 2025
Legal Review	Patrick Wright via email	Date:	May 20, 2025
Budget Review	Brittany Hammond via email	Date:	May 20, 2025
Finance Review	Stacey Hamm via email	Date:	May 20, 2025
Approved for consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM
Meeting/Committee	Transportation Ad Hoc		
Subject	Easement to Dominion Energy at American Italian Way		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval to grant an easement in support of the affected business.

Request for Council Reconsideration: ☒ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There is no anticipated fiscal impact to Richland County.

Applicable fund, cost center, and spend category: Not applicable.

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

The easement itself is not related to a procurement action; however, the "Pineview Rd at American Way Traffic Signal" project is currently advertised for bidding and would require the easement to add a power source for the signal.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Not applicable.

TRANSPORTATION PROJECT IMPACT:

Project Referendum:	2012 & 2024 Transportation Penny		
Project Name:	Not applicable		
From:	Not applicable	To:	Not applicable
Project Category:	None applicable		
Project Services:	Not applicable		
Project Type (2024 Referendum Only)	Not applicable		

Transportation Project Budgetary Impact:

Total Project Budget:	\$0
Requested Amount:	\$0
Remaining Project Budget:	\$0

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

The request provides a utility easement for Dominion Energy on County property in the American Italian Way Business Park. The easement will cross County property adjacent to the Penny's Pineview Road widening project.

While not directly associated with a specific Transportation Penny project, work associated with the easement is related thereto as the County will obtain power for the new signals at American Italian Way via the extension of power from Dominion Energy.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Foster Good Governance

Objective: Collaborate with other governments

Goal: Plan for Growth through Inclusive and Equitable Infrastructure

SUMMATIVE OVERALL COUNTY IMPACT:

The proposed easement will:

- Provide space for the energy support for business expansion;
- Promote continued economic development;
- Demonstrate transparent and well documented use of County property;
- Help protect public health and prevent accidental injury with documented locations.

ATTACHMENTS:

1. Easement Document #906268

Easement # 906268

INDENTURE, made this _____ day of _____, 2025 by and between **RICHLAND COUNTY, SOUTH CAROLINA**, of the State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the **DOMINION ENERGY SOUTH CAROLINA, INC.**, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of **Richland**, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a tract or lot of land, more or less, and being the same lands conveyed to Grantor by deed of **American Spiral Weld Pipe Company**, dated or recorded **12/21/2000**, and filed in the Register of Deeds office for **Richland County** in Deed book **468** at Page **2537**,

Property is located at 2061 American Italian Way, Richland County, South Carolina.

The right of way granted herein is for the installation, operation, and maintenance of Dominion Energy South Carolina electric facilities. These facilities are more fully shown on Dominion Energy South Carolina drawing D-72875. Said drawing is made a part hereof by reference only. The actual final Right of Way shall be determined by the final location of the facilities as installed in accordance with the easement. A Dominion Energy South Carolina drawing approved and signed by the Grantor, their heirs, executors, administrators, successors or assigns shall provide authorization for future rights.

TMS: R19000-05-08

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

RICHLAND COUNTY SOUTH CAROLINA

By: _____ (SEAL)

LEONARDO BROWN, ADMINISTRATOR

IT'S AUTHORIZED SIGNATORY

1st Witness

2nd Witness

Easement # 906268

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named, **LEONARDO BROWN, ADMINISTRATOR, IT'S AUTHORIZED SIGNOTARY for RICHLAND COUNTY SOUTH CAROLINA**, personally appeared before me this day and that the above named acknowledged the due execution of the Foregoing instrument.

Sworn to before me this _____ day of _____, **2025**

Signature of Notary Public State of SC

My commission expires: _____

Print Name of Notary Public

**RIGHT OF WAY GRANT TO
DOMINION ENERGY SOUTH CAROLINA, INC.**

Line: **American Spiral weld - New Blast and Coat Building**

County: **Richland**

R/W File Number: **27773**

Grantor(s): **RICHLAND COUNTY SOUTH CAROLINA**

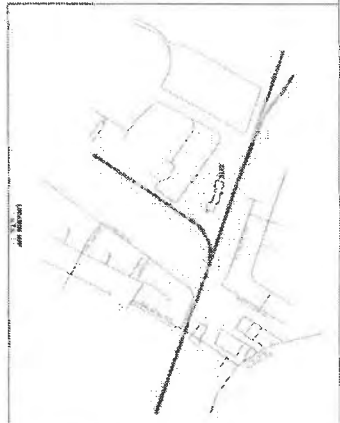
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Customer Responsibilities:

- 1) Installing and sealing 60V Duct, Transformer Rod to Building Space 17-02-01B. Discharge vents to conduct Mitchell Kermel prior to pouring pad.
- 2) Installing 6" SCH40 PVC conduit of a depth of 48" or greater, and use uncoated bars on any angle greater than 90 degrees. Discharge vents to conduct Mitchell Kermel to inspect, repair prior to backfilling.
- 3) Installing removable bollards (if needed) to protect the pad mount transformer from vehicle damage per Dominion spec sheet 17-02-01C.



Year	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
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ASAP 10/20/94

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PLAN SAFETY INTO EVERY JOB

ELECTRONIC DRAWING - DO NOT REVISE MANUALLY



REQUEST OF ACTION

Subject: FY25 - District 3 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** for District 3.

B. Background / Discussion

For the 2024 - 2025 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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 3 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$113,250
New Capernaum Life Services	\$ 5,000
Total Allocation	\$ 5,000
FY25 Approved Allocations YTD	\$181,000
Remaining FY2025 Balance	\$ 9,675

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
- 3rd Reading of the Budget FY25- June 18, 2024

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: FY25 - District 4 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$10,000** for District 4.

B. Background / Discussion

For the 2024 - 2025 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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 4 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$104,750
Black Pages International	\$ 5,000
New Capernaum Life Services	\$ 5,000
Total Allocation	\$ 10,000
FY25 Approved Allocations YTD	\$ 57,000
Remaining FY2025 Balance	\$120,175

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
- 3rd Reading of the Budget FY25- June 18, 2024

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: FY25 - District 8 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** for District 8.

B. Background / Discussion

For the 2024 - 2025 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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 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
FY2024 Remaining	\$142,800
New Capernaum Life Services- UniverSoul Circus	\$ 5,000
Total Allocation	\$ 5,000
FY25 Approved Allocations YTD	\$ 82,000
Remaining FY2025 Balance	\$136,225

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
- 3rd Reading of the Budget FY25- June 18, 2024

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: FY25 - District 8 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** for District 8.

B. Background / Discussion

For the 2024 - 2025 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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 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
FY2024 Remaining	\$142,800
Black Pages International	\$ 5,000
Total Allocation	\$ 5,000
FY25 Approved Allocations YTD	\$ 78,000
Remaining FY2025 Balance	\$141,225

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
- 3rd Reading of the Budget FY25- June 18, 2024

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: FY25 - District 9 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** for District 9.

B. Background / Discussion

For the 2024 - 2025 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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 9 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$232,935
New Capernaum Life Services	\$ 5,000
Total Allocation	\$ 5,000
FY25 Approved Allocations YTD	\$129,000
Remaining FY2025 Balance	\$181,360

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
- 3rd Reading of the Budget FY25- June 18, 2024

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.



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**A RESOLUTION TO APPOINT AND COMMISSION
RALPH GUYTON AS A CODE ENFORCEMENT OFFICER
FOR THE PROPER SECURITY, GENERAL WELFARE,
AND CONVENIENCE OF RICHLAND COUNTY**

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County.

NOW, THEREFORE, BE IT RESOLVED THAT: Ralph Guyton is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon them by the governing body of this County, including the enforcement of the County's hazardous materials and fire prevention regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Ralph Guyton shall not perform any custodial arrests in the exercise of their duties as code enforcement officer. This appointment shall remain in effect only until such time as Ralph Guyton is no longer employed by Richland County to enforce the County's hazardous materials and fire prevention regulations.

ADOPTED THIS 3rd DAY OF June, 2025.

Jesica Mackey - Chair
Richland County Council District 9

ATTEST this 3rd day of June, 2025

Anette A. Kirylo
Richland County Clerk to Council



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**A RESOLUTION TO APPOINT AND COMMISSION
RODNEY HOWELL AS A CODE ENFORCEMENT OFFICER
FOR THE PROPER SECURITY, GENERAL WELFARE,
AND CONVENIENCE OF RICHLAND COUNTY**

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County.

NOW, THEREFORE, BE IT RESOLVED THAT: Rodney Howell is hereby appointed and commissioned as a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon them by the governing body of this County, including the enforcement of the County's hazardous materials and fire prevention regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Rodney Howell shall not perform any custodial arrests in the exercise of their duties as a code enforcement officer. This appointment shall remain in effect only until such time as Rodney Howell is no longer employed by Richland County to enforce the County's hazardous materials and fire prevention regulations.

ADOPTED THIS 3rd DAY OF June, 2025.

Jesica Mackey - Chair
Richland County Council District 9

ATTEST this 3rd day of June, 2025

Anette A. Kirylo
Richland County Clerk to Council



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**A RESOLUTION TO APPOINT AND COMMISSION
ALMON BROWN AS A CODE ENFORCEMENT OFFICER
FOR THE PROPER SECURITY, GENERAL WELFARE,
AND CONVENIENCE OF RICHLAND COUNTY**

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County.

NOW, THEREFORE, BE IT RESOLVED THAT: Almon Brown is hereby appointed and commissioned as a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon them by the governing body of this County, including the enforcement of the County's hazardous materials and fire prevention regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Almon Brown shall not perform any custodial arrests in the exercise of their duties as a code enforcement officer. This appointment shall remain in effect only until such time as Almon Brown is no longer employed by Richland County to enforce the County's hazardous materials and fire prevention regulations.

ADOPTED THIS 3rd DAY OF June, 2025.

Jesica Mackey - Chair
Richland County Council District 9

ATTEST this 3rd day of June, 2025

Anette A. Kirylo
Richland County Clerk to Council



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**A RESOLUTION TO APPOINT AND COMMISSION
CHRISTOPHER GRIFFITH AS A CODE ENFORCEMENT OFFICER
FOR THE PROPER SECURITY, GENERAL WELFARE,
AND CONVENIENCE OF RICHLAND COUNTY**

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County.

NOW, THEREFORE, BE IT RESOLVED THAT: Christopher Griffith is hereby appointed and commissioned as a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon them by the governing body of this County, including the enforcement of the County's hazardous materials and fire prevention regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Christopher Griffith shall not perform any custodial arrests in the exercise of their duties as a code enforcement officer. This appointment shall remain in effect only until such time as Christopher Griffith is no longer employed by Richland County to enforce the County's hazardous materials and fire prevention regulations.

ADOPTED THIS 3rd DAY OF June, 2025.

Jessica Mackey - Chair
Richland County Council District 9

ATTEST this 3rd day of June, 2025

Anette A. Kirylo
Richland County Clerk to Council



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**A RESOLUTION TO APPOINT AND COMMISSION
JAMES O. BALLENTINE AS A CODE ENFORCEMENT OFFICER
FOR THE PROPER SECURITY, GENERAL WELFARE,
AND CONVENIENCE OF RICHLAND COUNTY**

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County.

NOW, THEREFORE, BE IT RESOLVED THAT: James O. Ballentine is hereby appointed and commissioned as a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon them by the governing body of this County, including the enforcement of the County's hazardous materials and fire prevention regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, James O. Ballentine shall not perform any custodial arrests in the exercise of their duties as a code enforcement officer. This appointment shall remain in effect only until such time as James O. Ballentine is no longer employed by Richland County to enforce the County's hazardous materials and fire prevention regulations.

ADOPTED THIS 3rd DAY OF June, 2025.

Jesica Mackey - Chair
Richland County Council District 9

ATTEST this 3rd day of June, 2025

Anette A. Kirylo
Richland County Clerk to Council