



Richland County Council
Special Called
MINUTES
November 12, 2024 – 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, Yvonne McBride, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, Overture Walker, Cheryl English (via Zoom), and Chakisse Newton.

OTHERS PRESENT: Leonardo Brown, Anette Kirylo, Patrick Wright, Callison Richardson, Jennifer Wladischkin, Ashiya Myers, Aric Jensen, Kyle Holsclaw, Michael Maloney, Tamar Black, Synithia Williams, Sandra Haynes, Ashley Fullerton, Michelle Onley, Angela Weathersby, John Thompson, Venyke Harley, Phil Harris, Stacey Hamm, Lori Thomas, Sarah Harris, and Jeff Ruble.

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Cheryl English.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Cheryl English.
4. **APPROVAL OF MINUTES**
 - a. Special Called Meeting: October 15, 2024 – Mr. Livingston moved to approve the minutes as distributed, seconded by Ms. Barron.
In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton
The vote in favor was unanimous.
 - b. Regular Session: October 15, 2024 – Ms. Barron moved to approve the minutes as distributed, seconded by Ms. Newton.
In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton
The vote in favor was unanimous.
 - c. Zoning Public Hearing: October 22, 2024 – Ms. Newton moved to approve the minutes as distributed, seconded by Ms. Barron.
In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton
The vote in favor was unanimous.
5. **ADOPTION OF AGENDA** – Ms. Barron moved to adopt the agenda as published, seconded by Ms. Newton.
In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton
The vote in favor was unanimous.
6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – County Attorney Patrick Wright noted the following item was eligible for Executive Session:

- a. Legal Advice: Clerk of Court/Judicial Center – CASA & Legislative Delegation [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- b. Contractual Matter: Alvin S. Glenn Detention Center & Department of Mental Health – Columbia Area Mental Health Center [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- c. Fire Services Agreement between the City of Columbia and Richland County [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- d. Personnel Matter: Clerk to Council Contract [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]

7. **CITIZENS' INPUT**

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

8. **CITIZENS' INPUT**

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time) – No one signed up to speak.

9. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Updates for Consideration:

- 1. *Comprehensive Plan* – Ms. Synithia Williams, Community Planning and Development Director, stated that all the stakeholder meetings have been switched to virtual and split up between two days: November 20th and 21st. They have also begun reaching out to the advisory committee members. Most have confirmed they can meet for a tentatively scheduled meeting on November 26th. Their goal is to have the website live in the next couple of weeks.

Ms. Mackey requested that when the website goes live, Councilmembers be notified.

- 2. *Operation Green Light* – The County Administrator, Leonardo Brown, pointed out that Richland County participated in "Operation Green Light," signifying its support for the veteran community.
- 3. *Employee Climate Survey* – Mr. Brown indicated the County took the temperature of its employees. One of the things we focused on was understanding our current and future resource needs. One of the ways to do that is to seek input; therefore, we sought the employees' input. Councilmembers should have received a packet of information representing the feedback. At a future committee meeting, we can do a deeper dive into the data provided by the employee climate survey.

- 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. *Grants & Community Outreach – Contract Approval for FY2024 – CDBG Projects* – Mr. Brown stated, "The U.S. Department of Housing and Urban Development approved the Richland County 2024 Annual Action Plan in August 2024 for the period of October 1, 2024 through September 30, 2025. This plan identifies specific projects and obligates funds to these projects."

All proposed projects have been verified by Community Development staff to meet HUD eligibility criteria, including:

- 1. Meeting a HUD National Objective
- 2. Managed by an eligible subrecipient
- 3. Aligned with the County's PY22-26 Five-Year Consolidated Plan and PY23 Annual Action Plan
- 4. Take place in an LMI area of unincorporated Richland County and or directly serve LMI-qualified residents of unincorporated Richland County.

Community Development staff request that the Council authorize the County Administrator to execute funding contracts with the previously approved sub-recipients of CDBG funds for the purposes of Public Facility and Transitional Housing rehabilitation projects serving Low to Moderate Income (LMI) individuals and areas of the County.

These projects and partner agencies allow for the efficient and impactful use of CDBG funds, positions the County to meet the annual CDBG Timeliness Test, and provide critical services and community improvements for LMI households throughout the County.

Delay in contracting will hinder the County's ability to ensure sufficient funds are expended by the annual CDBG Timeliness Test deadline in July 2025.

Mr. Branham stated, for clarification, that the grant is federal funds, and the project requires a 25% match by the sub-recipient, non-profit organizations: Homeless No More, Midlands Housing Alliance, and Vital Connections of the Midlands. Therefore, the County is a pass-through of the funds.

Mr. Brown responded to a certain extent because the funding received will be utilized to address what was identified in the overall plan. These are the individual local components that will receive the funding.

Mr. Livingston moved to approve the request to authorize the County Administrator to execute Subrecipient Agreements (funding contracts) with previously approved nonprofits for three (3) CDBG-funded projects included in the 2024 Annual Action Plan, pending certification of successful Environmental Review Records, seconded by Ms. Newton.

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

The vote in favor was unanimous.

2. *Department of Public Works – Roads & Drainage Maintenance – Dump Truck Purchase* – Mr. Brown noted, “The Roads & Drainage Maintenance Division was recently made aware of the availability of a tri-axle dump truck previously ordered by another entity that could not complete the purchase. Typically, acquiring a dump truck takes six (6) months to a year, including the build time. This truck is built and ready for delivery. The vendor will hold it for a short period while the County completes its approval process. The trade-in equipment is a 2008 Freightliner with 215,456 miles. The typical service life for heavy trucks is about 8 years. The current trade-in vehicle has been in service for 16 years and is valued at \$15,000. This equipment hauls materials including dirt, stone, and asphalt for the replacement of storm sewer, the replacement of stone base on the roads, and hot mixed asphalt for patching and road paving.”

Ms. Barron inquired where the funds would come from to purchase the dump truck.

Mr. Brown indicated the funds are available in the Public Works Department’s budgeted funds.

Ms. Terracio moved to approve the Roads and Drainage Maintenance staff’s recommendation to purchase a Tri-Axle dump truck from Worldwide Trucks, Inc. for \$218,181, including the trade-in of an existing dump truck, seconded by Ms. Barron.

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

The vote in favor was unanimous.

3. *Utilities – SC Rural Water Association Voting Delegate Renewal* – Mr. Brown stated, “Richland County is an active voting member of the South Carolina Rural Water Association (SCRWA). The SCRWA, with the help of the Legislative Advocacy and Communication Initiative (LACI), monitors, communicates, and intervenes, when necessary, in regulatory and legislative matters that affect utilities statewide. The County has two (2) employees, and Council previously allowed to act as voting delegates. The request is to authorize the County Administrator to execute the Voting Delegate form to allow the Utilities Deputy Director Jani Husan and Utilities Director Bill Davis to serve as voting delegates again.”

Ms. Mackey inquired if the voting delegates would commit to the county's resources or legislative initiatives.

Mr. Brown maintained that Mr. Hussain and Mr. Davis would not commit the County to any resources or represent any legislative action on behalf of the County.

Ms. McBride moved to authorize the County Administrator to execute the voting delegate form to appoint Utilities Deputy Director Jani Hussain and Director Bill Davis as the voting delegate and alternate voting delegate, respectively, to represent and participate in the South Carolina Rural Water Association (SCRWA) initiatives, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

4. *Department of Public Works – Jim Hamilton-LB Owens Airport SC Aeronautics Commission Grant – Beacon Project* – Mr. Brown stated this item relates to the Jim Hamilton-LB Owens Airport. The airport has a beacon designed to allow airplanes to readily see where it is. Over time, trees have grown up in the area and partially blocked the view of the beacon. As a result, the beacon was out of compliance for visibility purposes. The County needed to raise the beacon to allow proper visibility for airplanes coming into the Jim Hamilton-LB Owens Airport. The SC Aeronautics Commission indicated that was in the well-being of those flying in, so they want to provide the County with funding to do what needs to be done for visibility. The request is to allow the Administrator to execute the documents and ratify the receipt of funding for the installation of the beacon.

Ms. Barron moved to allow the Administrator to execute the documents and ratify the receipt of funding for the installation of the beacon, seconded by Mr. Weaver.

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

The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Ms. Terracio recognized pointed out that we have some students who are in the audience this evening and thank them for their attendance.

Ms. Barron moved to reconsider Items 9(b)(1)- 9(b)(4), seconded by Ms. Newton.

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

The motion for reconsideration failed.

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

11. **REPORT OF THE CHAIR**

- a. 2024 Transportation Referendum – Ms. Mackey stated that a big undertaking took place in the county to inform Richland County constituents about the works of the Penny in the county which aligns with the Strategic Planning initiative to foster community engagement, good governance and transparency. She thanked her colleagues, the Transportation Penny Advisory Committee, Administration, the Clerk of Council's Office, the Public Information Office, the Information Technology Department, the Public Works Department, specifically the Public Works Director, Michael Maloney.

Mr. Pugh thanked Ms. Mackey for her leadership during this process.

12. **OPEN/CLOSE PUBLIC HEARINGS**

- b. An Ordinance Authorizing a deed to the City of Columbia to waterlines running under and along the dirt road paving project as Summer Haven Drive from Haven Circle to Dead End; Richland County TMS #01312-02-02 & 03, 01312-03-03 & 04, & 01315-01-07 (portion); CF #354-47 – No one signed up to speak.
- 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 a public infrastructure credit agreement to provide for public infrastructure credits to Richland Owner LLC, a company previously identified as Project Flare; and other related matters

1. Anna Herron, 21 Oak Lake Court, Blythewood, SC 29016 – Spoke in opposition.

At this point Ms. McBride stepped away from the meeting.

13. **APPROVAL OF CONSENT ITEMS**

- a. Case #24-013MA, Krut Patel, HI to R3 (33.33 Acres), 2336 Hard Scrabble Road, TMS #R17211-01-02 {District 7} [SECOND READING]
- b. Case #24-018MA, Bonnie Joshi, HM to RT (4.39 Acres), 140 Richland Farms Road, TMS #R30953-01-06 {District 11} [SECOND READING]
- c. Case #24-034MA, Willie Simmons, INS to R3 (0.52 Acres), N/S Innsbrook Drive, TMS #R07401-07-22 {District 5} [SECOND READING]
- d. Case #24-039MA, Joy C. McMillion, HM to RT (4.08 Acres), 1140 Congaree Road, TMS #R24700-10-30 {District 11} [SECOND READING]
- e. Case #24-041MA, Norman Gross, AG to HM (40.08 Acres), 1463 Ridge Road, TMS #R24900-07-24 {District 11} [SECOND READING]
- f. Community Planning & Development – Heritage Tourism Marketing Plan

Ms. Newton moved to approve Items 13(a)-13(f), seconded by Mr. Pugh.

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

Not Present: McBride

The vote in favor was unanimous.

Ms. Barron moved to reconsider Item 19(f), seconded by Ms. Newton.

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

Not Present: McBride

The motion for reconsideration failed.

14. **THIRD 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 a public infrastructure credit agreement to provide for public infrastructure credits to Richland Owner LLC; a company previously identified as Project Flare; and other related matters – Ms. Terracio moved to approve this item, seconded by Ms. Barron.

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

Not Present: McBride

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

The vote in favor was unanimous.

Mr. Walker moved to reconsider this item, seconded by Mr. Livingston.

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

Not Present: McBride

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

The motion for reconsideration failed.

- b. An Ordinance authorizing a deed to the City of Columbia to waterlines running under and along the dirt road paving project at Summer Haven Drive from Haven Circle to Dead End; Richland County TMS #01312-02-02 & 03, 01312-03-03 & 04, & 01315-01-07 (portion); CF #354-47 – Mr. Walker moved to approve this item, seconded by Ms. Barron.

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

Not Present: McBride

The vote in favor was unanimous.

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

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

Not Present: McBride

The motion for reconsideration failed.

15. **REPORT OF THE STRATEGIC PLANNING AD HOC COMMITTEE**

- a. A Resolution authorizing the formation of a public-private partnership for economic development; approving the bylaws governing the business and activities of the public-private partnership; and other related matters – Ms. Mackey stated the committee recommended approval of the resolution and bylaws. She noted there were proposed amendments by the County Attorney to Article VI – Section 6 and Article VII – Section 5. The amendments provide additional language to assist County Council in having more oversight over the President/CEO of the Public-Private Partnership. The amendments are as follows:

Article VI. Section 6. Removal. *The Directors appointed pursuant to Section 2(b) of this Article VI may be removed by a majority vote of the Richland County Council.*

Section 5. President/CEO. *The President/CEO is selected by the Board of Directors[, following receipt of approval by County Council.] The President/CEO shall serve pursuant to the terms of a contract negotiated with the Board of Directors. County Council shall be given the opportunity to affirm the President/CEO's continued service on the earlier to occur of (i) every fifth anniversary of the President/CEO's employment date, or (ii) on any extension or renewal date of the President/CEO's contract.*

The *President/CEO* may sign any deeds, mortgages, bonds, contracts or other instruments which the Executive Committee has authorized to be executed except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of *President/CEO* and such other duties as may be prescribed by the Board of Directors from time to time, *which duties shall include the preparation and submission of an annual report to the County Council. The Board of Directors shall conduct an annual performance evaluation of the President/CEO and shall solicit input and feedback from the County Council.*

Mr. Livingston moved to approve the resolution and bylaws with the County Attorney's proposed amendments to Articles VI and VII, seconded by Ms. Mackey.

Mr. Weaver stated, for clarification, that we are not utilizing any County tax dollars.

Ms. Mackey replied that when we refer to County tax dollars, we mean the funding already allocated to the Economic Development Department.

Ms. Barron inquired if Section VI, which refers to the removal of Directors, specifically refers to the Board of Directors and if Councilmembers are considered to be Directors.

Mr. Wright responded Section VI does refer to the Board of Directors. The Councilmembers appointed to the Public-Private Partnership would be a part of the Board of Directors.

Ms. Barron noted the Councilmembers on the Board of Directors could be removed by a two-thirds vote.

Mr. Wright indicated Section VI only applies to the three (3) members in Section II(b) appointed by County Council.

Ms. Barron expressed that she would be more comfortable with additional language.

Mr. Branham noted Section X states, "These Bylaws may be amended or repealed and new Bylaws may be adopted by the vote of two-thirds of all members of the Board of Directors." He inquired if there are provisions where the Board of Directors is not allowed to touch certain parts of the Bylaws.

Mr. Wright replied that the Board of Directors can amend the organization's bylaws because it is a separate organization. If the Board of Directors makes any substantive changes (e.g., how members are appointed), Council does not have to fund the organization, and the organization would die.

Mr. Branham pointed out that four (4) Board members must be present for a meeting, but it does not require that any of the four (4) have a connection to County Council.

Mr. Wright responded that we could amend the language if the body desired it.

Ms. Terracio requested some clarity and transparency around how the members are appointed.

Ms. Newton noted that she would like to discuss establishing our metrics for success further. In addition, she would like to see a "kill switch" or "trigger" if the Public-Private Partnership is not working and to pull it back in-house.

Ms. Barron inquired if Council will have an opportunity to revisit the Bylaws and changes related to Councilmembers.

Mr. Livingston maintained one of the weak points in economic development is not including the private sector.

Mr. Walker moved to call for the question, seconded by Ms. Newton.

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

Not Present: McBride

Opposed: Branham and Newton

The vote was in favor of calling for the question.

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

Not Present: McBride

Opposed: Branham and Newton

The vote was in favor of approving the resolution and bylaws.

16. **REPORT OF THE COMMUNITY IMPACT GRANTS COMMITTEE**

- a. Current Grantee Status Update – Ms. Mackey noted that an update on the grantees' status is included in the agenda packet. One organization is not in compliance, and staff is working with them.
- b. Community Partner Determination – Ms. Mackey stated the committee agreed that moving forward, we would re-evaluate the list of Community Partners at least every three years. The current Community Partners will be in their third year and eligible for re-evaluation next year. The current Community Partners are: Senior Resources, MIRCI, Community Relations Council, Palmetto AIDS Life Support, Columbia Chamber of Commerce (BRAC), Transitions, Columbia Urban League, Oliver Gospel Mission, and Pathways to Healing.

Ms. Terracio requested that Council be sensitive to organizations that provide an essential service to the community (e.g., Transitions). She noted we hold a seat on their Board and have a voice in how their funding is utilized.

- c. Areas of Impact – The committee did not take action on this item.

- d. Application – The committee recommended approving the application as submitted, with the exception of the areas of impact.

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

Not Present: McBride

The vote in favor was unanimous.

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

- a. Consultant Contract – This item was taken up in Executive Session.
- b. Annual Evaluation – This item was taken up in Executive Session.
2. County Administrator
 3. County Attorney
 4. Clerk to Council
- c. Employee Contract Review – This item was taken up in Executive Session.

18. **OTHER ITEMS**

- a. FY25 – District 2 Hospitality Tax Allocations (The Big Red Barn Retreat - \$5,000; Omega Men of Columbia - \$7,500; Women’s SC Golf Association - \$5,000)
- b. FY25 – District 3 Hospitality Tax Allocations (Auntie Karen Foundation - \$33,000; Township Auditorium - \$20,000; Kemetec Institute – 2024 Kwanzaa - \$10,000; Columbia (SC) Chapter of the Link, Inc. - \$10,000; South Carolina Ballet - \$10,000; Jack & Jill of America – Columbia SC - \$7,000; Greater Columbia CRC - \$10,000; Dapper & Distinguished Gentlemen - \$5,000; Columbia World Affairs Council - \$7,000; Wiley Kennedy Foundation - \$20,000)
- c. FY25 – District 4 Hospitality Tax Allocations (SC Restaurant & Lodging Association - \$5,000; The Big Red Barn Retreat - \$5,000; Columbia World Affairs Council - \$10,000)
- d. FY25 – District 5 Hospitality Tax Allocations (Dapper & Distinguished Gentlemen - \$5,000)
- e. FY 25 – District 6 Hospitality Tax Allocation (Camp Cole Foundation - \$10,000; SC Philharmonic - \$10,000; Columbia Music Fest Association - \$5,000)
- f. FY25 – District 7 Hospitality Tax Allocations (ColaJazz Foundation - \$5,000; Black Pages International - \$5,000; The Big Red Barn Retreat - \$10,000; Kappa Foundation of Columbia - \$7,500; Share a Smile PHP - \$5,000; Junior League of Columbia - \$15,000)
- g. FY25 – District 8 Hospitality Tax Allocations (Columbia (SC) Chapter of the Links, Inc. - \$7,500; Kappa Foundation of Columbia - \$7,500)
- h. FY25 – District 9 Hospitality Tax Allocations (Kappa Foundation of Columbia - \$5,000; Columbia (SC) Chapter of the Links, Inc. - \$7,500)
- i. FY25 – District 10 Hospitality Tax Allocations (SC Gospel Quartet Awards - \$10,000; Town of Eastover - \$10,000; LR Sweet Potato Festival - \$25,000; Kingsville Historical Foundation - \$25,000)
- j. FY25 – District 11 Hospitality Tax Allocations (SC Gospel Quartet Awards - \$10,000)
- k. A Resolution to appoint and commission Ashley Bush as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County
- l. A Resolution to appoint and commission Kendrick Hammond as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County
- m. A Resolution to appoint and commission William Dodge as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County
- n. A Resolution declaring the results of the 2024 Special Sales and Use Tax Referendum; and other related matters

Ms. Newton moved to approve Items 18(a) – 18(n), seconded by Mr. Branham.

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

Not Present: McBride

The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 18(a) – 18(n), seconded by Ms. Terracio.

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

Not Present: McBride

The motion for reconsideration failed.

19. **EXECUTIVE SESSION** – Ms. Newton moved to go into Executive Session, seconded by Mr. Livingston.

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

Not Present: McBride

The vote in favor was unanimous.

***Council went into Executive Session at approximately 7:08 PM
and came out at approximately 8:15 PM***

At this point Ms. McBride returned to the meeting while Council was in Executive Session.

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

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

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. Legal Advice: Clerk of Court/Judicial Center – CASA & Legislative Delegation [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – Ms. Terracio moved to authorize the Administrator to execute the lease agreement to house CASA, the Legislative Delegation, and additional services, seconded by Mr. Walker.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- b. Contractual Matter – Alvin S. Glenn Detention Center & Department of Mental Health – Columbia Area Mental Health Center [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – Mr. Weaver moved to authorize the Administrator to enter into an annual agreement with Columbia Area Mental Health Center and Richland County for Alvin S. Glenn Detention Center, seconded by Mr. Walker.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- c. Fire Services Agreement between the City of Columbia and Richland County [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.

- d. Personnel Matter: Clerk to Council Contract [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)] – Ms. Newton moved to authorize the Chair to negotiate the Clerk to Council's contract as discussed in Executive Session, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

20. **MOTION PERIOD** – There were no motions submitted.

21. **ADJOURNMENT** – Mr. Walker moved to adjourn the meeting, seconded by Ms. Mackey.

In Favor: Pugh and McBride

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

The motion to adjourn the meeting failed.

Ms. Newton moved to adjourn the meeting, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

The meeting was adjourned at approximately 8:20 PM.



Richland County Council

STATEMENT OF RECUSAL

In accordance with Section 8-13-700(B) [provides in part that no public official, public member or public employee may make, participate in making, or in any way attempt to use their official office, membership or employment to influence a governmental decision in which they, a member of their immediate family, an individual with whom they are associated, or a business with which they are associated has an economic interest.], I hereby recuse myself from all votes, deliberations and other action on the following matter(s):

(Please add agenda Item number and description): Council Meeting 11.12.2024

14a - Authorizing the expansion of the
boundaries of the I-77 (Project Flare)

REASONS FOR DISQUALIFICATION:

My parent company represents the
applicant.

Jessica Mackey / Jessica Mackey
Print and sign your name

11-12-24
Date

Anette A. Kirylo
Print and sign your name

11.12.24
Date received by Clerk Dept.



Agenda Briefing

Prepared by:	Callison Richardson	Title:	Division Manager
Department:	Grants and Community Outreach	Division:	Community Development
Date Prepared:	October 2, 2024	Meeting Date:	November 12, 2024
Legal Review	Elizabeth McLean via email	Date:	October 8, 2024
Budget Review	Maddison Wilkerson via email	Date:	October 8, 2024
Finance Review	Stacey Hamm via email	Date:	October 15, 2024
Approved for consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Meeting/Committee	Regular Session		
Subject	Contract Approval for PY 2024 CDBG Projects		

RECOMMENDED/REQUESTED ACTION:

Community Development staff request that Council authorize the County Administrator to execute Subrecipient Agreements (funding contracts) with previously approved nonprofits for three (3) CDBG-funded projects included in the 2024 Annual Action Plan, pending certification of successful Environmental Review Records.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The following projects were included in the approved 2024 Annual Action Plan and will complete all HUD compliance steps prior to contract execution:

Midlands Housing Alliance	Transitional Housing Rehab for Specialized Programs	\$135,000
Homeless No More	St. Lawrence Place Transitional Housing Rehab	\$167,380
Vital Connections of the Midlands	Tender Years and Arthurtown Center Upgrades	\$205,000

\$10,000 was set aside in the 2024 Annual Action Plan from available CDBG funds for contingency needs for these Transitional Housing projects should unexpected costs arise.

Applicable fund, cost center, and spend category: Fund: 1202
Cost Center: 9921
GR-00000449
Spend Category: Public Facilities/Transitional Housing Rehabilitation

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

The County Attorney’s Office will work with the Department, using the attached template, to create the actual contracts.

REGULATORY COMPLIANCE:

The U.S. Department of Housing and Urban Development approved the Richland County 2024 Annual Action Plan in August 2024 by for the period of October 1, 2024 through September 30, 2025. This plan identifies specific projects and obligates funds to these projects.

All proposed projects have been verified by Community Development staff to meet HUD eligibility criteria, including:

1. Meeting a HUD National Objective
2. Managed by an eligible subrecipient
3. Aligned with the County's PY22-26 Five Year Consolidated Plan and PY23 Annual Action Plan
4. Take place in an LMI area of unincorporated Richland County and or directly serve LMI qualified residents of unincorporated Richland County.

Environmental Reviews:

Environmental Review Records (ERR's) will be conducted by a NEPA-Certified Environmental Consultant for each project to ensure compliance with HUD. No contract will be executed until ERR's are approved by the County's Certifying Officer Aric Jensen.

Labor Laws & Procurement Requirements:

All Subrecipients must comply with the Davis-Bacon Act requirements for prevailing wages in the procuring of construction or maintenance services. Subrecipients must follow the County's Procurement Standards and are encouraged to work with the County's Office of Small Business Opportunity to provide bid opportunities to Richland County small businesses.

Drawing funds from HUD:

All funds will be disbursed as reimbursements. As funds are expended, Community Development staff will enter the activities into the IDIS system and initiate a draw for the full eligible amount.

MOTION OF ORIGIN:

“...to approve the two changes to the draft 2024 Annual Action Plan following the 30-Day Public Comment Period ending July 15, 2024. “

Council Member	The Honorable Chakisse Newton, District 11
Meeting	Regular Session
Date	July 16, 2024

STRATEGIC & GENERATIVE DISCUSSION:

Community Development staff request that the Council authorize the County Administrator to execute funding contracts with the previously approved subrecipients of CDBG funds for the purposes of Public Facility and Transitional Housing rehabilitation projects serving Low to Moderate Income (LMI) individuals and areas of the County.

These projects and partner agencies allow for the efficient and impactful use of CDBG funds, positions the County to meet the annual CDBG Timeliness Test, and provide critical services and community improvements for LMI households throughout the County.

Delay in contracting will hinder County's ability to ensure sufficient funds are expended by the annual CDBG Timeliness Test deadline in July 2025.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

Goal: Foster Good Governance

Objectives:

- Develop realistic and achievable goals

- Collaborate with other governments

Goal: Commit to fiscal responsibility.

Objectives:

- Align budget to priorities and seek alternative revenue sources.

- Establish process to prioritize initiatives to align with available resources.

Goal: Plan for growth through inclusive and equitable infrastructure

Objectives:

- Create excellent facilities.

- Provide equitable living and housing options

Goal: Achieve positive public engagement

Objectives:

- Champion the organization through public engagement and communication on County wins

- Foster positive public engagement with constituents and create opportunities to allow us to “tell our own story”

- Complete and celebrate projects to create excitement in the community

- Develop a community engagement plan

ADDITIONAL COMMENTS FOR CONSIDERATION:

The Annual Action Plan makes strategic investments in affordable housing development, minor home repair, transitional housing and affordable childcare access, and services to low and moderate-income families Countywide. It will provide significant opportunities for positive public engagement and communication about County wins. These plans are developed with several periods of public comment and input, so the execution of these plans is an example of citizen voices being heard and making a difference. All projects required a 25% match by the Subrecipient nonprofit organization to ensure successful leveraging of the County's Federal funds.

ATTACHMENTS:

1. Overview of 2024 CDBG Projects
2. Contract template for CDBG Public Facility projects approved by the County Legal Department

Funding for October 1, 2024 – September 30, 2025

Organization/Agency	Project Name	Location	Estimated # and type of families to benefit	CDBG Award
Homeless No More	Saint Lawrence Place Rehabilitation	2400 Waites Rd., Columbia, SC 29204	17 transitional housing units for homeless families serving 60 individuals annually.	\$167,380.00
Midlands Housing Alliance	Transitional Housing for Specialized Programs	2025 Main Street, Columbia, SC 29201	16 transitional housing units serving 400 homeless Veterans, Seniors, and working adults annually.	\$135,000.00
Vital Connections of the Midlands	Tender Year & Arthurtown Centers Upgrades	Tender Years Center: 6862 Lower Richland Blvd., Hopkins, SC 29061 Arthurtown Center: 223 Riley Street, Columbia, SC 29201	2 public facility improvements - 105 extremely low households served annually	\$205,000.00
Contingency Funding for 2024 Transitional Housing Projects				\$10,000.00
<i>All funds allocated in the 2024 Annual Action Plan TOTAL</i>				\$517,380.00

PROJECT DESCRIPTIONS:

Homeless No More | Saint Lawrence Place Rehabilitation - Rehabilitation of seventeen (17) Transitional Housing units to include replacement of 17 HVAC units and repair of exterior stucco on all buildings.

Midlands Housing Alliance | Transitional Housing for Specialized Programs - Four ADA Bathroom upgrades plus interior and exterior rehab on sixteen (16) transitional housing units for Specialized Program for Veterans, Seniors, and those with an active job moving out of homelessness.

Vital Connections of the Midlands | Tender Years & Arthurtown Childcare Centers - Funds will assist Vital Connections of the Midlands, a non-profit childcare provider serving LMI households to 1) Acquire the Tender Years Childcare property in Hopkins, SC where the organization has served for 20 years, and 2) provide rehabilitation to both the Tender Years and Arthurtown Childcare Centers including resurfaced parking lots and outdoor play space upgrades. Activity Delivery Costs are included in the allocation.

RICHLAND COUNTY GOVERNMENT

CDBG SUBRECIPIENT AGREEMENT -

Subrecipient Name

Project Title

THIS AGREEMENT made and entered into this ___ day of ___, **2023** by and between **Richland County**, South Carolina (hereinafter referred to as "the County" or "Grantee"), and _____ (hereinafter referred to as "the Subrecipient").

WHEREAS, Richland County has received Community Development Block Grant (CDBG) Program funds from the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Community Development Division of Richland County has the responsibility of administering CDBG Program funds to maximize benefits to low- and moderate-income persons through the provision of certain programs and projects; and

WHEREAS, **_Subrecipient Name_** intends to use CDBG funding for **_description of project_**.

NOW THEREFORE, in consideration of the mutual promises hereafter set forth between the parties hereto, the legal sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

I. SCOPE OF PROJECT

- A. Statement of Work** – **_Subrecipient Name_**, will use CDBG funding to **_description of project_**. This project will include a HUD environmental review, a Request for Release of Funds, architectural drawings and specifications, and adherence to Davis-Bacon Act requirements, etc. The County is providing up to **_funding amount \$_** in CDBG funds to be used for activities identified in the application budget (Attachment A) with **_Subrecipient Name_** providing a 25% cash match of the amount of funds awarded by the County. All other costs of the project are the responsibility of the Subrecipient. The Subrecipient is to enter into all contracts solely in its name and not on behalf of the County.
- B. Specific Tasks** – The Subrecipient shall undertake the preliminary activities and provide all necessary monitoring. This shall include selecting the contractor(s) through a competitive bid process that meets Federal, state, and county standards; and ensuring the work moves forward in a timely manner. The Subrecipient shall also submit requests for payment of CDBG funds to the County for processing, with all necessary documentation to support said requests, in a timely manner.
- C. Quantifiable Level of Service** – By the end of the project, activities will have been carried out and completed as described above.

II. TIME OF PERFORMANCE – PUBLIC FACILITIES AND INFRASTRUCTURE

Services of the Subrecipient shall start on the ___ day of ___, **2024** and end on the ___ day of ___, **2025**. Per the discretion of the County, the Subrecipient may request an extension to the time of performance. Should an extension be granted, the Subrecipient must continue to adhere to all provisions of the Agreement.

III. ENVIRONMENTAL REVIEW

Where applicable, the commitment of funds is conditioned on the satisfactory completion of an environmental review and receipt of the Request for Release of Funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58, if required. In accordance with 24 CFR

Part 58, recipients, owners, developers, sponsors, or any third-party partners cannot undertake any physical actions on a site, or commit, expend, or enter into any legally binding agreements for this project that constitute choice-limiting actions for any CDBG or non-CDBG funds before the environmental review process has been completed and the County has received a Release of Funds from HUD. Choice-limiting actions are defined by HUD as property acquisition, demolition, movement, rehabilitation, conversion, repair, or construction prior to the environmental clearance. If you have any need to expend funds prior to the execution of the subrecipient agreement (costs to conduct environmental review, administration, etc.), please submit a written request to us. All requests for pre-award costs are subject to the provisions of 24 CFR 570.200(h) (1) and OMB Circular A-87. **Any violation of this provision will result in the automatic denial of this funding request (or de-obligation of the CDBG funds, if already awarded).**

IV. USE OF FUNDS/REVERSION OF ASSETS

- A. Funds received pursuant to this agreement shall be used in accordance with the requirements under Title I of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the CDBG Program. **Any unused funds remaining at the expiration of this Agreement shall revert to the County.**
- B. In accordance with 24 CFR Part 570, upon expiration of this Agreement the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the **Subrecipient's control that was acquired or improved in whole or in part with CDBG funds** (including CDBG funds provided to the subrecipient in the form of a loan) in excess of \$125,000 is either:
 - 1. Used to meet one of the national objectives in 24 CFR 570.208 (formerly 570.901) until five years after expiration of this Agreement (as amended); or
 - 2. Not used in accordance with (1), in which event the Subrecipient shall pay to the County an amount equal to the market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The County shall consider the payment program income.
- C. The [Build America, Buy America Act](#) (the Act), enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. Agencies may waive the domestic content procurement preference if (1) a waiver is in the public interest, (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or satisfactory quality, or (3) the application of the domestic content preference would increase the cost of the overall project by more than 25 percent.

V. PAYMENT

- A. It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **funded amount \$___**. The County will reimburse the Subrecipient funds based upon information submitted by the Subrecipient and consistent with the approved budget.

- B.** Payment for services will be made within approximately thirty (30) days of receipt of an acceptable detailed invoice, supporting documentation, and Request for Payment form. If any items therein are questioned, payment will be withheld pending verification of the amount claimed and the validity of the claim. The Subrecipient shall provide complete cooperation during any such investigation.
- C.** Funds for payment under this Agreement are contingent upon the appropriation of funds by the Federal Grantor and approval of those funds by Richland County Council. If for any reason funds are not received from the federal government or are not approved by Richland County Council, the County has no financial responsibility to provide funding.
- D.** The Subrecipient agrees that it will commit and provide monies from its own resources for cost overruns that are required to complete the project. It is the responsibility of the Subrecipient to supplement the grant amount to the extent necessary to complete the project.

VI. REIMBURSEMENT OF FUNDS

- A.** The Subrecipient shall be responsible for reimbursement to the County for any disbursed funds, which are determined by HUD to have been misused or misappropriated. In the case of Agreement violations by the Subrecipient, the County may request that some or all of the grant funds be returned even if the Subrecipient has expended the funds. Any reimbursement of funds which is required by the County shall be due within thirty (30) days after giving written notice to the Subrecipient.
- B.** The Subrecipient shall return to the County any funds paid to the Subrecipient in excess of the allowable costs of services provided under this Agreement. If the Subrecipient fails to return excess funds, the County may deduct the appropriate amount from subsequent payments due to the Subrecipient from the County. The County also reserves the right to recover such funds by any other legal means including litigation if necessary.

VII. MONITORING

- A.** The County shall review the performance of the Subrecipient on an ongoing basis to ensure compliance with this Agreement, the provisions of the Community Development Block Grant (CDBG) Program, and other applicable Federal, state, and local laws, regulations, and policies. Any identified instances of non-compliance will be communicated to the Subrecipient in writing along with a plan of correction. No payments shall be made until the Subrecipient is in compliance with the plan of correction.
- B.** The Subrecipient shall submit a monthly progress report in the format provided by the County.
- C.** The Subrecipient shall submit a completed audit certification form provided by the County at the end of its fiscal year. If the Subrecipient exceeded \$750,000 in federal expenditures, it will submit the required audit to the County within nine (9) months of the end of the audited fiscal year.

VIII. GENERAL ADMINISTRATIVE CONDITIONS

A. General Compliance

When applicable, the Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the United States Department of Housing and Urban Development (HUD) regulations concerning Community Development Block Grants

(CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend, and indemnify the County from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipients performance and nonperformance of the services or subject matter called for in this Agreement. If HUD determines that funds were not spent properly and pursues collection from the County, the Subrecipient will indemnify the County for the funds allocated and all costs (attorney fees etc.) associated with the collection from the Subrecipient.

D. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage in accordance with South Carolina law for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient and all Subcontractors shall carry sufficient insurance coverage to protect assets associated with this Agreement from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall have a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The subrecipient shall maintain liability insurance with an approved insurance company in a minimum amount of \$1,000,000.

For projects over \$100,000.00, the Subrecipient is required to include a bid bond as part of the Request for Proposal (RFP) and bidding process from all contractors bidding on the Project (see Attachment 1 – Scope of Work). The Awarded contractor chosen by the Subrecipient would be required to provide payment and performance bonds during the Contract Agreement period.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

F. Richland County Recognition

The Subrecipient shall ensure recognition of the role of Richland County in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this contact shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The parties hereto may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Subrecipient from its obligations under this Agreement.

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

H. Suspension and Termination

In the event of material breach of this Agreement by the Subrecipient, including failure to adequately complete the scope of work within the designated timeframe, the County shall give written notice specifying the material breach. The County deems any deviation from the requirements of this Agreement that was neither trivial nor innocent as being material. Such deviations are evaluated on an instance-by-instance basis.

If such notice of material breach is given and the Subrecipient has not begun correction of the material breach within two (2) days or has not substantially corrected the material breach within ten (10) days of receipt of the written notice, the County shall have the right to terminate unilaterally and immediately services hereunder without further notice.

The County reserves the right to purchase any and all services or other items thereafter in the open market, charging the Subrecipient with any additional costs. Should such charge be assessed, no subsequent bids or proposals of the defaulting Subrecipient will be considered until the assessed charge has been satisfied.

Additionally, the County shall have a similar right of rescission in any instance where the Subrecipient provides or seeks to provide any services for a price higher than that specified in this Agreement, without regard to cause, including governmental regulatory intervention and insistence. In the event of rescission, revocation, or termination, all documents and other materials in possession of the County or scheduled for delivery to the County relating to performance hereunder shall become the property of the County.

The County’s failure to exercise their rights or 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.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standard

The Subrecipient agrees to comply with 2 CFR Part 200, which is hereby incorporated into this Agreement, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation of all costs incurred.

2. Cost Principles

24 CFR 85, “Uniform Administrative Requirements for Grants and cooperation Agreements to State and Local Governments” is still enforced. The issuance of

the omnibus OMB circular (2 CFR Part 200), "Overview of 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards Supersedes the following:

- A-21: Cost Principles for Educational Institutions
- A-87: Cost Principles for State, Local and Indian Tribal Governments
- A-89: Catalog of Federal Domestic Assistance
- A-102: Grants and Cooperative Agreements with State and Local Governments
- A-110: Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations
- A-122: Cost Principles for Non-Profit Organizations
- A-133: Audits of States, Local Governments, and Non-Profit Organizations
- The guidance in OMB Circular A-50, Audit Follow-up, on Single Audit Act follow-up

B. Records and Reports

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

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

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the Richland County Grants Department Community Development Division or their designees for review upon request.

4. Disclosure

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

5. Property Records

The Subrecipient shall maintain inventory records of all real property associated with this Agreement. Records should clearly identify all properties that are purchased, improved, or sold.

6. Close-Outs

The Subrecipients obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records.

7. Access to Records

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, the United States Department of Housing and Urban Development (HUD) or their representatives, at any time during normal business hours, as often as the County or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

C. Program Income/Payment Procedures/Progress Reports

1. Program Income - (relevant to CDBG funded activities)

The Subrecipient shall report quarterly (with the financial reports) any program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the County at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the County.

2. Payment Procedures

The County will pay to the Subrecipient funds available under this Agreement based upon information and documentation submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments.

3. Progress Report

The Subrecipient shall submit monthly progress reports to the County in the form and content as required by the County.

D. Procurement

The Subrecipient shall procure all goods and services in conformance with the terms and conditions of this Agreement according to the Procurement Standards as stated in 2 CFR Part 200. Also, procurement of services shall be in conformance with all other Federal, State, and County laws and Procurement policies, and good purchasing practices. All goods and services will be competitively procured and conform below Section X, Part B: Affirmative Action. Goods and services under \$15,000 require the Subrecipient to seek three (3) written quotes before purchasing. Good and services above \$15,000 require a competitive procurement process involving public advertisement for a period of 15 days on the SC Office of Business Opportunity (SCBO) website. Each procurement action will be fully documented and will be subject to review by the Richland County Community Development Office. Procurement records will be made available to HUD Representatives upon request. All procurement records will be kept for a minimum of four (4) years after completion of the contract.

X. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with South Carolina Human Affairs Law and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such

transfer, prohibiting discrimination as herein defined, in the sale, lease, or rental, or in the use of or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706). The Subrecipient agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, or in any program or activity that receives benefits from federal financial assistance.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. Women and Minority Owned Business Enterprises

The Subrecipient will use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subcontractors or sub-subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Labor Unions

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs IV-A, Civil Rights, and IV-B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors or sub-subcontractors.

C. Employment Restriction

1. Prohibited Restrictions

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 327 and 40 276c) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Subrecipients engaged under contracts in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with CDBG assistance provided under this Agreement, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701 u)

The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The Subrecipient agrees to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this Agreement, the Subrecipient certifies that they are under no contractual or other impediment that would prevent them from complying with 24 CFR 75 regulations.

The Subrecipient agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The Subrecipient will certify that any vacant employment positions including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75. The Subrecipient agrees to submit such reports as required to document compliance with Part 75.

Noncompliance with the regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without prior written consent of the County; provided, however, that claims for money due or to become due to the Subrecipient from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County prior to the execution of such subcontracts.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the County along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Title 5 U.S.C., Chapter 15.

4. Conflict of Interest

The following provisions regarding "conflicts of interest" apply to the use and expenditure of CDBG funds by the Subrecipient.

In the procurement of supplies, equipment, construction and services, the more restrictive conflict of interest provisions of the State of South Carolina Ethics, Government Accountability and Campaign Reform Act of 1991 or of the Subrecipient shall apply:

In cases not governed by the above, such as acquisition and disposition of real property and the provision of CDBG assistance to individuals, businesses, and other private entities, the following provisions shall apply.

Except for eligible administrative or personnel costs, generally no person who is an employee, agent, consultant, officer, or elected or appointed official of the County or Subrecipient receiving CDBG funds who exercise or have exercised any function or responsibilities with respect to CDBG activities assisted herein or are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. Exceptions may be considered by the County on a case by case basis as requested upon full disclosure in writing.

5. Lobbying

The Subrecipient hereby certifies that:

- a.** No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of

any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

c. It will require that the language of Section 5, paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C.. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.

7. Religious Organizations

a. Construction or Rehabilitation of Facilities

The Subrecipient shall not use any CDBG funds to construct, rehabilitate, maintain, or restore religious structures (including those which may be historic properties) currently used for religious purposes. CDBG funds shall not be used to construct, rehabilitate, maintain, or restore structures or other real property owned by "pervasively sectarian" organizations. CDBG funds shall not be used to assist a religious organization in acquiring property for religious activities. These prohibitions apply whether or not the property is used for religious services or instruction or is used in any other way for religious activities.

b. Public Services

CDBG funds may be used for the provision of public services under the following conditions:

- (1) The public services provided are exclusively non-religious in nature and scope.

- (2) There are no religious services, proselytizing, instruction, or any other religious influences in connection with the public services;
- (3) There is no religious discrimination in terms of employment or benefits under the public services;
- (4) CDBG funds may be used only for the provision of public services and not for construction, rehabilitation or restoration of any facility owned by a religious organization where the services are to be provided.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42, U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included in a Federal, state, or local historic property list.

XII. SEVERABILITY

If any term or provision of this contract 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.

XIII. NOTICES

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

Recipient

Callison Richardson
Community Development Manager
Richland County
2020 Hampton Street, Suite 3058
Columbia, SC 29204
(803) 576-2055

Subrecipient

Authorized Official Name
Title
Organization Name
Address
Phone Number

XIV. ATTACHMENTS

Attached hereto and hereby incorporated by reference and made a part of this Agreement as fully as if set forth herein:

Attachment A: Proposal
Attachment B: Budget

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals on the day and year above written.

RICHLAND COUNTY GOVERNMENT

Mr. Leonardo Brown, County Administrator

SUBRECIPIENT NAME

Authorized Official Name/Title



Agenda Briefing

Prepared by:	Wesley Clark	Title:	General Manager
Department:	Public Works	Division:	Roads & Drainage
Date Prepared:	October 24, 2024	Meeting Date:	November 12, 2024
Legal Review	Patrick Wright via email	Date:	October 31, 2024
Budget Review	Maddison Wilkerson via email	Date:	November 4, 2024
Finance Review	Stacey Hamm via email	Date:	November 1, 2024
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Special Called		
Subject	Purchase of Replacement Dump Truck		

RECOMMENDED/REQUESTED ACTION:

Roads and Drainage Maintenance staff recommend the purchase of a Tri-Axle dump truck from Worldwide Trucks, Inc. in the amount of \$218,181.00 to include the trade-in of an existing dump truck.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The purchase cost is \$218,181.00 for the replacement of an existing dump truck from Worldwide Trucks, Inc. The amount is available in the current budget and is a part of the FY25 plan.

Applicable fund, cost center, and spend category: Fund: 1216
Cost Center: 3020
Spend Category: Heavy Equipment

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

The quote was received via Sourcewell cooperative with a 34.5% discount off the base price of the MSRP.

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 is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

The Roads & Drainage Maintenance Division was recently made aware of the availability of a tri-axle dump truck previously ordered by another entity that could not complete the purchase. Typically, the acquisition of a dump truck takes six (6) months to a year including the build time. This truck is built and ready for delivery. The vendor is willing to hold it for a short period of time while the County completes its approval process.

The trade-in equipment is a 2008 Freightliner with 215,456 miles. The typical service life for heavy trucks is about 8 years. The current trade-in vehicle has been in service for 16 years and a value of \$15,000. This equipment hauls materials including dirt, stone, and asphalt for the replacement of storm sewer, the replacement of stone base on the roads, and hot mixed asphalt for patching and road paving.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Commit to fiscal responsibility

Establish operational excellence

Initiative: Address current and future resource needs

ATTACHMENTS:

1. Quote and specifications

WORLDWIDE EQUIPMENT ENTERPRISES, INC.
COLUMBIA DIVISION

Attachment 1



October 10, 2024

Richland County
James Boone
400 Powell Road
Columbia, SC 29203

**Quote for 2025 T880 Kenworth Tri Axle Dump
Kenworth Sourcewell #060920-KTC**

MSRP List Price	\$309,284
Sourcewell Contract Discount (34.5%)	-\$106,703

	\$202,581
Add body install fee & Transport	\$ 2,404

Sub-Total Chassis \$204,985

Add Ox Body / TBEI Dump Body \$ 27,696

Sub-total chassis & dump body \$232,681
Add SC Tax (IMF) \$ 500

Sub Total \$233,181

Less 2008 Freightliner M2 -\$ 15,000

Grand Total \$218,181

*****Truck is on ground and ready to deliver!*****

Thank you,

707 CHEROKEE LANE • WEST COLUMBIA, SOUTH CAROLINA 29169
(803) 926-2900

WWW.THETRUCKPEOPLE.COM

KENTUCKY

Lexington
Middlesboro
Prestonsburg
Somerset

WEST VIRGINIA

Charleston
Huntington
Jane Lew
Princeton

VIRGINIA

Abingdon

TENNESSEE

Chattanooga
Knoxville

OHIO

Cincinnati
Dayton

SOUTH CAROLINA

Charleston
Columbia
Greenville

**WORLDWIDE
EQUIPMENT
LEASING, INC.**

**WORLDWIDE
FABRICATING
&
MANUFACTURING**



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	
Date Prepared:	November 1, 2024	Meeting Date:	November 12, 2024
Legal Review	Patrick Wright via email	Date:	November 4, 2024
Budget Review	Maddison Wilkerson via email	Date:	November 4, 2024
Finance Review	Stacey Hamm via email	Date:	November 1, 2024
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Special Called		
Subject	South Carolina Rural Water Association (SCRWA) Voting Delegate Approval		

RECOMMENDED/REQUESTED ACTION:

Staff recommends the Council authorize the County Administrator to execute the Voting Delegate form to appoint Utilities Deputy Director Jani Hussain and Director Bill Davis as the voting delegate and alternate voting delegate, respectively, to represent and participate in the South Carolina Rural Water Association (SCRWA) initiatives.

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:

There is no funding associated with this request.

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

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

Item 20i. South Carolina Rural Water Association (SCRWA) Voting Delegate Approval.

“Ms. Newton moved, seconded by Ms. Mackey, to approve Items 20(b) – 20(i).”

Council Member	The Honorable Chakisse Newton, District 11
Meeting	Special Called
Date	November 9, 2021

STRATEGIC & GENERATIVE DISCUSSION:

Richland County is an active voting member of the South Carolina Rural Water Association (SCRWA). The SCRWA, with the help of Legislative Advocacy and Communication Initiative (LACI), monitors, communicates, and intervenes, when necessary, in regulatory and legislative matters that affect utilities statewide.

The County supports the Association’s District 2 for a three-year term. As a member, the County assists with SCRWA Bylaws, and partners with the National Rural Water Association (NRWA), the South Carolina Department of Environmental Services (SCDES), the Environmental Protection Agency (EPA), and the USDA Rural Development to improve water and wastewater service regulations.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

Goal: Achieve Positive Public Engagement

Objective: Develop community engagement plan.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The South Carolina Rural Water Association (SCRWA) office is located at 128 Stonemark Lane, Columbia, SC, 29210. Established in 1976, SCRWA is a 501 (c)3 trade association that assists public and private water and wastewater systems statewide to ensure that the residents of South Carolina have access to clean water. SCRWA is an affiliate of the National Rural Water Association.

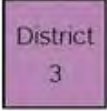
The SCRWA mission is to provide technical assistance, training, public education and outreach, publications, members services, and legislative monitoring. The SCRWA vision is to be South Carolina’s premier resource in meeting the dynamic needs of the water and wastewater industry.

ATTACHMENTS:

1. SCRWA District Map
2. SCRWA Voting Delegate Form

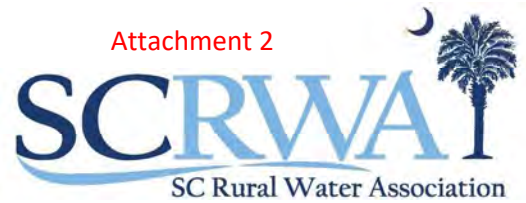


SC Voting Districts



State of SOUTH CAROLINA

County of Richland



VOTING DELEGATE

Richland County Utilities, a member of the South Carolina Rural Water Association
System Name

pursuant to Article VI, Section Six of the Association Bylaws, does hereby constitute and

appoint Jani Tariq Hussain as the voting delegate and Bill Davis
Delegate's Name *Alternate Delegate's Name*

as the alternate voting delegate. The authority granted herein shall begin on 12/01/2024
Date

and expire on 12/01/2027.
Date or "Upon Written Notice"

President of and for, on behalf of the Corporation

OR

Chief Administrative Official of County

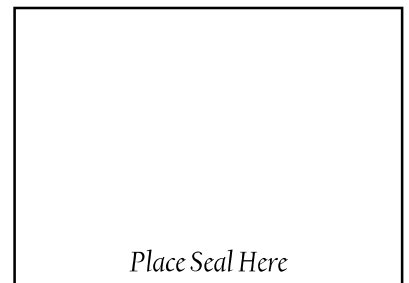
I, Leonardo Brown representing the system of Richland County Utilities,
Official's Name *System Name*

do herein attest and confirm that the above named delegate and alternate delegate have been

appointed in accordance with a resolution duly adopted by Richland County Council,
Governing Body for System

the governing body for the Corporation on this 30th day of August, 20 24.

Secretary's Signature





GRANT AGREEMENT (MAINTENANCE) PART I - OFFER

Date of Offer: **August 28, 2024**

Project / Grant No.: **24-045**

To: **Richland County**
(referred to as the "Sponsor")

FROM: The State of South Carolina (acting through the South Carolina Aeronautics Commission, herein referred to as "SCAC").

WHEREAS, The Sponsor has submitted to SCAC a Project Application dated **July 25, 2024** for the grant of State Funds for a project for development of the **Jim Hamilton LB Owens Airport (CUB)** together with plans and specifications for such a project, as approved by SCAC, is hereby incorporated herein and made a part hereof:
and

WHEREAS, SCAC has approved a project for development of the Airport (herein called "the Project") consisting of the following described improvements and/or tasks:

Replace Rotating Beacon Tower (Maintenance)

All as more particularly described in the Airport Layout Plan and / or plans, and specifications incorporated in the said Project Application:

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of this grant and in consideration of (a) the Sponsor's adoption and ratification of the acceptance of this Offer and Agreement, as hereinafter provided, and (b) the benefits to accrue to the State of South Carolina and the public from the accomplishment of the project and the operation and maintenance of the Airport, as herein provided.

THE STATE OF SOUTH CAROLINA ACTING THROUGH SCAC, HEREBY OFFERS AND AGREES to pay, as South Carolina's matching share of the allowable cost incurred in accomplishing the project as per the following schedule:

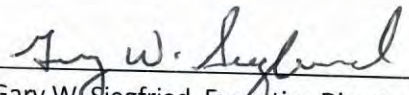
<u>Funding Source</u>	<u>Amount</u>
Federal	\$ <u>00,000</u>
State	\$ <u>110,728</u>
Sponsor	\$ <u>27,682</u>
Other	\$ <u>00,000</u>

for a total cost of **\$138,410** subject to the following:

1. The maximum obligation of the State of South Carolina payable under this Offer and Agreement shall not exceed **\$110,728** which all parties to this Agreement understand may be subject to the prior and continuing approval of the State Fiscal Accountability Authority and the General Assembly and its component review committees.
2. SCAC reserves the right to amend or withdraw this Offer at any time prior to its binding acceptance by the Sponsor.
3. This Offer shall expire and the State of South Carolina shall not be obligated to pay any of the allowable costs of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above Date of Offer or such longer time as may be prescribed by SCAC in writing.
4. The funds allocated by this Agreement shall be held in escrow for a period of one (1) year after the Date of Offer. If progress on the described project has not begun at that time, the funds will revert to SCAC for reallocation to other worthwhile projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application shall be evidenced by execution of Part II of this Agreement by the Sponsor. The respective obligations under this Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of said acceptance.

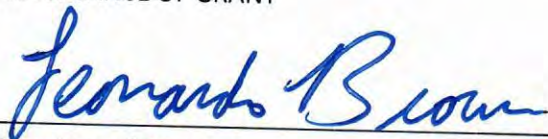
STATE OF SOUTH CAROLINA
SOUTH CAROLINA AERONAUTICS COMMISSION



Gary W. Siegfried, Executive Director
South Carolina Aeronautics Commission

09/03/2024
Date

ACCEPTANCE OF GRANT



Signature of Sponsor
Legal Authority to Execute this Grant
Leonardo Brown, MBA, CPM
Richland County Administrator

Printed Name and Title of Authorized Official

11/4/2024
Date

PART II - SPONSOR ASSURANCES

In order to furnish SCAC with the Sponsor's assurances required by the applicable statutes, regulations, policies, and proposed grant agreement, the Sponsor hereby covenants, and agrees with SCAC as follows:

1. Covenants shall become effective upon acceptance by the Sponsor of State Aid for the Project or any portion thereof, through SCAC, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty (20) years from the date of acceptance of State Aid for the Project. In the event that the Airport and the facilities covered by the Project are not maintained as such for public use for the full twenty (20) years, the Sponsor agrees upon demand to promptly reimburse SCAC the amount of the grant.
2. In the event that the grant is conditioned upon a repayment schedule of any or all of the awarded funds, notwithstanding the other obligations herein that may require repayment in the event of default or non-compliance with these grant assurances, the Sponsor agrees to be bound by such additional grant assurances as may be required by SCAC as incorporated hereto and set forth in a separate schedule to these assurances.
3. Sponsor shall:
 - a. Begin accomplishment of the Project within a reasonable time after acceptance of this Offer, but no later than one (1) year from award of this Offer;
 - b. Carry out and complete the project in accordance with the terms of this agreement, applicable policies and procedures required by SCAC, and applicable statutes, regulations and fiscal policies of the State of South Carolina, and any applicable local ordinances;
 - c. Carry out and complete the project in accordance with the plans and specifications incorporated herein, including any revisions or modifications approved in writing by SCAC. Sponsor further agrees to copy SCAC as to all construction progress reports, payment applications, and completion documents and related correspondence;
 - d. Submit all planning and construction documents to SCAC for review and approval; and
 - e. Notify SCAC, in writing, in a timely manner, and with appropriate support documentation and/or electronic files, of any significant changes to the airport so that same may be incorporated into SCAC's records and/or databases, including the South Carolina Airport System Plan. Significant changes include, but are not limited to:
 - new, upgraded, deactivated, or repurposed airfield pavement and lighting;
 - land acquisition or releases, including easements;
 - major obstruction clearing;
 - new, upgraded, or downgraded instrument procedures; and
 - new, revised, or expanded airport-related zoning ordinances.
4. Sponsor agrees that it will safely and efficiently operate the Airport for the use and benefit of the public on fair and reasonable terms without discrimination.

5. Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes, and will not permit any activity which could interfere with its use for aeronautical purposes other than temporary periods of snow, flood, or other climatic conditions which could interfere detrimentally with such operation and maintenance. Essential facilities, including airfield lighting systems, when installed, will be operated in such manner as to assure their availability to all users of the Airport.
 6. Sponsor will not enter into any transactions which could operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the applicable statutes, ordinances, regulations and policies to assume such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with the applicable statutes, ordinances, regulations, policies and covenants of this agreement.
 7. Any misrepresentations or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the State of South Carolina and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, SCAC on behalf of the State of South Carolina, may demand and recover from Sponsor all grant payments made, plus interest at the legal rate prevailing at date of demand.
 8. Sponsor shall maintain insurance in force at all times covering property damage on the project to cover any and all losses. The amount of the coverage, per claim, shall, at a minimum, be equal to the total cost of the project.
 9. Sponsor shall maintain clear, safe, and economically viable approaches to the airport in compliance with appropriate criteria set forth in one or more of the following airspace standards:
 - FAR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
 - Advisory Circular 150/5300-13A, Airport Design, or successor guidance; or other guidelines approved in writing or amended by SCAC.
- Failure on the part of the Sponsor to take appropriate action to remove any and all obstructions in the approaches, in a manner that ensures safety and protects public investment in the airport, may result in withholding of any payment of the funds established by this agreement for the herein described project until such time as the necessary actions are taken.
10. Sponsor shall enact a zoning ordinance on all land surrounding the airport under its jurisdiction so as to conform, at a minimum, to the pertinent regulations and/or criteria of:

- 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
- Advisory Circular 150/5300-13A, Airport Design, or successor guidance;
- Advisory Circular 150/5190-4A, A Model Zoning Ordinance to Limit Height of Objects Around Airports, or successor guidance; and
- 14 CFR Part 150, Airport Noise Compatibility Planning, as amended.

The criteria in the ordinances shall limit the following items:

- the height of objects around airports,
- communication, visibility, and bird strike hazards,
- incompatible land uses in the Runway Protection Zone (RPZ); and
- if applicable, incompatible land uses within the 65 DNL noise contour.

Airport-related zoning ordinances shall have at least one attached scaled map that clearly illustrates the relevant airspace and land use zones. Sponsors shall submit to SCAC the current zoning ordinance(s) and attached map(s) related to the airport, that have been approved by the local government(s) having jurisdiction on lands surrounding the airport, including pertinent signatures, seals, and dates of ordinances readings.

The Sponsor further agrees to develop procedures necessary to comply with Section 55-13-5 of the South Carolina Code of Laws, as amended regarding land use in the vicinity of the Sponsor's airports.

11. Sponsor will maintain a current Airport Layout Plan, having the current approval of SCAC, showing existing and future landing areas and associated taxiways, pertinent approach surface dimensions and slopes, Runway Protection Zones, and building areas. The Sponsor will conform to the current Airport Layout Plan in any future improvements or changes at the Airport. The Sponsor shall furnish SCAC a current Airport Layout Plan (ALP) and property plats in all of the following formats:
 - Paper of at least 24 inch by 36-inch size sheet(s);
 - Portable Document Format (PDF) electronic file(s).
 - GIS shapefile(s) or geodatabase in South Carolina State Plane coordinates; or
 - CAD DWG file(s) in South Carolina State Plane coordinates (International feet).

Sponsor shall be responsible for furnishing to SCAC such documents, data, and / or electronic files as may be necessary to keep the Airport Layout Plan, State Airport System Plan, and related SCAC records and databases up to date.

12. Sponsor will furnish a set of "As Built Plans" or "Record Drawings" for the current project to SCAC within ninety (90) days after completion of this project. The sponsor shall submit these documents, at a minimum, in both paper and PDF electronic file formats
13. Sponsor shall provide a qualified Resident Inspector who will be responsible for the approval of all materials and workmanship and will maintain a daily project diary, submit weekly progress reports to SCAC, and maintain and provide documentation and certification to SCAC that the work and

materials comply with the plans and specifications. The requirement for a Resident Inspector does not apply to projects under the direct control and supervision of an independent registered professional engineer, architect, or construction manager hired by the Sponsor, in which event the Sponsor agrees to contractually obligate the independent professional engineer, architect, or construction manager to assume responsibilities, including, but not limited to, quality control as to materials and workmanship, and certification to SCAC that work and materials comply with plans and specifications.

14. Affidavit of Non-Collusion - South Carolina Code Section 39-3-10, et seq., 39-5-10, et seq., and Federal Law 15 U. S. Code, Section 1) are designed to ensure that any bids received by Sponsor under this grant shall be competitive and free of collusion. As a condition precedent to the award of any contract for this project there must be filed a sworn statement executed by or on behalf of any person, firm, association, or corporation submitting a bid on any such contract to be awarded; said sworn statement shall certify that such a person, firm, association, or corporation submitting a bid on any such contract to be awarded; has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the bidder before a person who is authorized by the laws of the state to administer oaths. The original of such sworn statement shall also include a provision to the effect that all legal formalities required for the proper execution of affidavits, it shall not be a defense to such charge of perjury that said formalities required for the proper execution of affidavits pursuant to state law have been complied with. Thereafter, in any prosecution against any person, firm, association, or corporation for perjury committed in the submission of said affidavits, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with. The Sponsor, as part of this grant, agrees to require an affidavit of non-collusion of the prospective bidder in the form attached thereto as Exhibit A.
15. Sponsor covenants and agrees to disburse funds derived from SCAC solely in aid of the Project on the terms and conditions stated in this agreement. The Sponsor will obtain an audit to comply with the Single Audit Act of 1984, Public Law 98-502 and the implementing guidelines set forth in Office of Management and Budget Circular A-128 for any fiscal year in which any of the Project Funds are expended. The Sponsor will forward to SCAC a copy of the resulting audit reports along with a plan for corrective action for any findings or questioned costs related to the Project; within thirty (30) days after the audit report is issued.
16. Sponsor agrees that significant activities to accomplish the project shall commence within one (1) year from the date of grant shall be revoked and the funds re-allocated.
17. Sponsor agrees Project work and payment request shall be completed within four (4) years of the execution of the Grant Agreement.
18. Sponsor shall request final reimbursement within ninety (90) calendar days after final project acceptance.

19. Sponsor agrees and covenants that all work performed under this grant will be conducted and completed in compliance with all local, state, and federal laws and regulations that are applicable to any and all phases of the Project.
20. Sponsor agrees that these covenants and grant applications shall be binding on itself, successors and assignees, and further covenants that it has the legal authority to enter into this agreement.

PART III - ACCEPTANCE

_____ (Sponsor) does hereby ratify and adopt all statements, representations, warranties, covenants, sponsor assurances and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby unconditionally accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 20__

(Name of Sponsor)

(Signature By)

(Title)

(Seal)

Attest _____

Title _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Elizabeth McLean, acting as attorney for Richland County do hereby certify: That I have examined the foregoing Grant Agreement and the proceedings taken by said Richland County relating thereto, and find the Acceptance by Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of South Carolina, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated this 4th day of November, 2024

Signature By Elizabeth E. McLean

Title Chief Deputy County Attorney

EXHIBIT A

AFFIDAVIT OF NON-COLLUSION

(To be completed by the Project General Contractor)

STATE OF SOUTH CAROLINA

COUNTY OF _____

Personally, appeared before me _____

being first duly sworn says that he is a member of the firm of _____ and further says that his firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid on the above-named project.

Further, _____ swears and affirms that all legal formalities required for the proper execution of affidavits pursuant to the laws of his state has been complied with and further agrees, on behalf of himself, his firm, association, or corporation, that in any subsequent prosecution for perjury of him, his firm, association, or corporation, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with.

(Legal Signature)

SWORN to me before this _____ day of _____, 20__

Signature By _____

Notary Public for _____

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 043-24HR**

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO RICHLAND OWNER LLC, A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT FLARE; AND OTHER RELATED MATTERS.

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding infrastructure serving the County (collectively, “Public Infrastructure”);

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

WHEREAS, Richland Owner LLC, a company previously identified as Project Flare, a limited liability company organized and existing under the laws of the State of Delaware (the “Company”), has committed to establish a multi-family housing project in the County consisting of approximately 312 units (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than Forty Five Million and 00/100 Dollars (\$45,000,000), and in connection with the Project, anticipates making investment in certain Public Infrastructure;

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

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement with the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

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

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

Section 2. *Expansion of the Park Boundaries; Inclusion of Property.* The 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 to include the Property in the Park. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and delivery of written notice to Fairfield of the inclusion of the Property in the Park, which written notice shall include a copy of this Ordinance and identification of the Property.

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

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

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

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

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

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)
ATTEST:

Jesica 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: July 16, 2024
Second Reading: August 27, 2024
Public Hearing: November 12, 2024
Third Reading: November 12, 2024

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

RICHLAND OWNER LLC

Effective as of: November 12, 2024

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of November, 12 2024 (“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 Richland Owner LLC, a company previously identified as Project Flare, a limited liability company organized and existing under the laws of the State of Delaware, (as hereinafter defined “Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public Infrastructure”);

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

WHEREAS, the Company has committed to establish a multi-family housing project in the County consisting of approximately 312 units (“Project”) including, and to be located on, land more particularly identified on Exhibit A hereto (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than Forty-Five Million and 00/100 Dollars (\$45,000,000), and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on November 12, 2024 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park; and

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

Section 2.1. Investment Commitment. The Company shall invest not less than Forty-Five Million and 00/100 Dollars (\$45,000,000) in taxable property in the Project ("Investment Commitment") by November 12, 2029 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the

Certification Date shall not be later than, and may not be extended past, the Certification Deadline. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Deadline shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, energy production or communications technology infrastructure, and expenditures on the eradication of blight (collectively, the “Non-Workforce Housing Public Infrastructure”), as well as that portion of the overall Project investment attributable to the construction of housing units with rental rates qualifying such units as “workforce housing” (collectively, the “Workforce Housing Public Infrastructure”). For purposes of this Agreement, “workforce housing” shall be defined as housing that is affordable to the occupant or occupants, as applicable, when applying no more than 30% of gross income of the occupant or occupants, as applicable, to housing costs, for those earning between 80% and 120% of the area median income, as published by Fannie Mae, for the Project location of 5324 Hard Scrabble Rd, Blythewood, South Carolina 29016.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in, or cause to be invested in, the Public Infrastructure as described on Exhibit B hereto (“Company Public Infrastructure”). The Company shall certify actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing to the County’s Economic Development Department (i) with respect to the Non-Workforce Housing Public Infrastructure portion of the Company Public Infrastructure, documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, sufficient to reflect the Company’s investment in the Non-Workforce Housing Infrastructure portion of the Company Public Infrastructure, and (ii) with respect to the Workforce Housing Public Infrastructure portion of the Company Public Infrastructure, documentation, which documentation may include, without limitation pay applications, invoices, accounting logs, rent rolls, and related documentation, sufficient to reflect the number of housing units comprising the Project that the Company is submitting as “workforce housing” for the purposes of Workforce Housing Public Infrastructure qualification (the “Certified Workforce Housing Unit Level”) as well as the construction costs attributable to such units, all in form and substance reasonably acceptable to the County; provided, however, the Company hereby acknowledges and agrees that the number of such units shall not be less than 50% of the total number of units comprising the Project. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in at least the cumulative total investment amount set forth on Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County’s Economic Development Department shall have 30 days (“Verification Deadline”) to verify the Company’s investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County’s Economic Development Department shall, on a date no

later than the Verification Deadline (the “Verification Date”), provide to the Company, by written notice, the County’s determination of the verified amount of Company Public Infrastructure investment, including specifically the Certified Workforce Housing Unit Level to be maintained during the Credit Term, as defined on Exhibit C hereto. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs and agreement as to the Certified Workforce Housing Unit Level submitted by the Company, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each of the Company’s Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date or such other subsequent Fee Payment as may be designated by the Company, in writing, to the County together with, or following, the Company’s certification to the County pursuant to **Section 2.2(b)** hereof. The term, amount and calculation of the Public Infrastructure Credit is described on Exhibit C hereto.

(b) On or before each April 30 immediately following the December 31 of each year corresponding to each tax year for which the Company is entitled to a Public Infrastructure Credit, the Company shall submit to the County Auditor, with a copy to the County’s Economic Development Department, an annual Public Infrastructure Credit certification, substantially in the form of Exhibit D hereto, reflecting the calculation of the Public Infrastructure Credit to which the Company is entitled for such tax year (e.g., December 31, 2025 corresponds to tax year 2026, with a Public Infrastructure Credit certification deadline of April 30, 2026). Following receipt of such certification, the County shall prepare and issue the Company’s annual Fee Payment bill with respect to the Project net of the Public Infrastructure Credit set forth in **Section 2.3(a)** of this Agreement, as may be adjusted pursuant to such certification (“Net Fee Payment”). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

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

(d) The County makes no representation or warranty with respect to the Company Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Company Public Infrastructure.

Section 2.4. Filings; Administration. To assist the County in administering the Public Infrastructure Credit, with respect to the Company’s Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project.

Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County’s Resolution dated November 7, 2023, which is attached hereto as Exhibit E, as may be amended by subsequent resolution, with respect to the Company.

Section 2.5 Cumulative Public Infrastructure Credit. The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested, or caused to be invested in, by the Company in Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with **Section 2.3** of this Agreement.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are “Events of Default” under this Agreement:

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

(b) An abandonment or closure of the Project; for purposes of this Agreement, “abandonment or closure of the Project” means failure to place all or a portion of the Project in service by December 31, 2029;

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

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

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

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

Section 3.2. Remedies on Default.

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

(i) terminate this Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Agreement; or

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

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

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

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

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

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

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain

documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. *Assignment.* The Company may assign or otherwise transfer any of its rights and interests in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County’s Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company. For purposes of this Agreement, “affiliated entity” shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

Section 4.3. *Provisions of Agreement for Sole Benefit of County and Company.* Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. *Severability.* If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. *Limitation of Liability.*

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

(c) The County is not responsible for the Company Public Infrastructure and disclaims all liability with respect to the Company Public Infrastructure.

Section 4.6. *Indemnification Covenant.*

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the

County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
-------------------	--

with a copy to (does not constitute notice):	Parker Poe Adams & Bernstein LLP Attn: Ray E. Jones 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202 Phone: 803.255.8000 Fax: 803.255.8017
---	--

if to the Company:

Richland Owner LLC
Attn: Seth Coker
P.O. Box 116
Colfax, North Carolina 27235
Phone: 336.362.3070

with a copy to

Maynard Nexsen PC
Attn: Tushar V. Chikhliker
1230 Main Street, Suite 700 (29201)
Post Office Box 2426
Columbia, South Carolina (29202)
Phone: 803.540.2188
Fax: 803.727.1469

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding Five Thousand and 00/100 Dollars (\$5,000) \$5,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10. *Agreement to Sign Other Documents.* From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. *Agreement's Construction.* Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. *Applicable Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. *Counterparts.* This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. *Amendments.* This Agreement may be amended only by written agreement of the Parties.

Section 4.15. *Waiver.* Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. *Termination.* Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. *Business Day.* If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

[TWO SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Jesica Mackey, Chair
Richland County Council

(SEAL)
ATTEST:

Anette Kirylo, 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 PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, Project Flare, has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

RICHLAND OWNER LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

BEGINNING AT A 5/8" REBAR MARKER SOUTH CAROLINA STATE PLANE COORDINATES OF N: 857,559.26 E: 2,028,365.16 SAID POINT BEING THE POINT ALONG THE EASTERN RIGHT-OF-WAY OF HARD SCRABBLE ROAD. PROCEEDING ALONG PROPERTY OF KATHERINE M. THOMAS THE FOLLOWING COURSES AND DISTANCES S 87°33'09" E FOR A DISTANCE OF 29.77' TO A STONE WITH CHISELED "X" MARKER TURNING AND PROCEEDING N 02°05'44" W FOR A DISTANCE OF 497.36' TO A STONE WITH CHISELED "X" THENCE TURNING AND PROCEEDING ALONG PROPERTY OF SAMSON A MEYER S 57°18'23" E FOR A DISTANCE OF 34.78' TO A 1/2" REBAR MARKER PROCEEDING ALONG PROPERTY OF NANCY CHOE S 57°53'24" E FOR A DISTANCE OF 165.94' TO A 1/2" REBAR MARKER THEN ALONG PROPERTY OF JEFFREY A MILLER S 57°45'34" E FOR A DISTANCE OF 8.79' TO A 1/2" REBAR MARKER THENCE PROCEEDING ALONG PROPERTIES OF ASHLAND AT LAKE CAROLINA THE FOLLOWING COURSES AND DISTANCES S 57°46'35" E FOR A DISTANCE OF 808.82' TO A 1/2" REBAR MARKER AND S 57°46'23" E FOR A DISTANCE OF 855.32' TO A 5/8" REBAR MARKER THEN TURNING AND PROCEEDING S 32°13'59" W FOR A DISTANCE OF 452.34' TO A 5/8" REBAR MARKER THEN TURNING AND PROCEEDING N 64°43'22" W 1,028.95' THENCE S 74°55'01" W FOR A DISTANCE OF 202.83' THENCE N 15°05'25" W FOR A DISTANCE OF 182.80' TO A 5/8" REBAR MARKER S 69°39'35" W FOR A DISTANCE OF 40.00' TO A 5/8" REBAR MARKER N 21°09'10" W FOR A DISTANCE OF 56.15' TO A 5/8" REBAR MARKER AND N 21°57'56" W FOR A DISTANCE OF 316.07' TO A 5/8" REBAR MARKER BEING THE POINT OF BEGINNING (P.O.B.).

TMS#: R20500-03-14 (portion of)

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes Non-Workforce Housing Public Infrastructure and Workforce Housing Public Infrastructure, as listed below;

<u>Description</u>	<u>Budget</u>
Sewer Improvements	\$200,000
Access Road	\$500,000
Construction costs derived from Certified Workforce Housing Unit Level	To be determined in accordance with this Agreement

Notwithstanding anything above or in this Agreement to the contrary, the Company and the County acknowledge and agree that: (i) the Company Public Infrastructure shall, subject to the provisions of **Section 2.2(c)** of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested in, or caused to be invested in, by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the specific line item budget amounts listed above are current estimates and the actual expenditures made by the Company with respect to each such line item may fluctuate as the Project develops.

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure; provided further that such 50% Public Infrastructure Credit shall be subject to reduction for any year of the Credit Term for which the Certified Workforce Housing Unit Level is not maintained, as set forth in greater detail, and to the extent required by, Exhibit D hereto.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date or such other subsequent Fee Payment as may be designated by the Company, in writing, to the County together with, or following, the Company's certification to the County pursuant to Section 2.2(b) hereof, and ending with the earlier of the 10th such year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

EXHIBIT D (See Section 2.3)

PUBLIC INFRASTRUCTURE CREDIT CERTIFICATION

Reference is made to that certain Public Infrastructure Credit Agreement dated as of November 12, 2024, (the “Agreement”) by and between Richland Owner LLC, a company previously identified as Project Flare, a limited liability company organized and existing under the laws of the State of Delaware (the “Company”), and Richland County, South Carolina (the “County”). Each capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

I _____, the _____ of the Company, do hereby certify in connection with Section 2.3 of the Agreement, as follows:

(1) Total investment in verified Company Public Infrastructure as of the Verification Date pursuant to Section 2.2(c) of the Agreement is \$ _____, of which \$ _____ is attributable to Non-Workforce Housing Public Infrastructure and \$ _____ is attributable to Workforce Housing Public Infrastructure.

(2) The total Certified Workforce Housing Unit Level as of the Verification Date is _____ units which is equal to ____% of the total units at the Project.

(3) Current area median income as published by Fannie Mae, for the Project location of 5324 Hard Scrabble Rd, Blythewood, South Carolina 29016 is _____ (the “Current AMI Level”).

(4) The total number of Project housing units qualifying as “workforce housing” pursuant to Section 2.2(a) of the Agreement and the Current AMI Level is _____ units (the “Annual Certified Workforce Housing Unit Level”), as evidenced by the accounting logs, rent rolls, and/or related documentation attached hereto.

(5) The aggregate amount of Public Infrastructure Credits previously received by the Company against Fee Payments due with respect to the Project for tax years through Tax Year ____ (i.e., the immediately preceding tax year) is \$ _____, which leaves \$ _____ in verified Company Public Infrastructure investment eligible to be prospectively paid to the Company through the Public Infrastructure Credits under the Credit Agreement. The Company has received Public Infrastructure Credits against Fee Payments due with respect to the Project for a cumulative total of _____ tax years (exclusive of the tax year for which this certification is being prepared).

(6) (a) The Annual Certified Workforce Housing Unit Level meets or exceeds the Certified Workforce Housing Unit Level and, accordingly, the Company is entitled to the full Public Infrastructure Credit of 50% against the Fee Payment due and owing from the Company to the County with respect to the Project for Tax Year ____ (i.e., the Fee Payment due with respect to the Project for Project property placed in service as of December 31, 20 __, and due to be paid on or about January 15, 20 __).

OR

(b) The Annual Certified Workforce Housing Unit Level is less than the Certified Workforce Housing Unit Level and, accordingly, the Company is entitled to a Public Infrastructure Credit of less than 50% against the Fee Payment due and owing from the Company to the County with respect to the Project for Tax Year ____ (i.e., the Fee Payment due with respect to the Project for Project property placed in service as of December 31, 20 __, and due to be paid on or about January 15, 20 __), as calculated and illustrated in the formula and example set forth below:

Formula:

- A. $(\text{Annual Certified Workforce Housing Unit Level} / \text{Certified Workforce Housing Unit Level}) \times 100 = \text{Workforce Housing Shortfall Ratio}$
- B. $50\% \text{ Public Infrastructure Credit} \times \text{Workforce Housing Shortfall Ratio} = \text{applicable Public Infrastructure Credit percentage}$

By way of example, in the event that the Annual Certified Workforce Housing Unit Level is 128 units and the Certified Workforce Housing Unit Level is 160 units resulting in a Workforce Housing Shortfall Ratio of 80, the applicable Public Infrastructure Credit percentage would be 40% (reduced from 50%).

Accordingly, the Company is entitled to a Public Infrastructure Credit of ___% against the Fee Payment due and owing from the Company to the County with respect to the Project for Tax Year _____ (i.e., the Fee Payment due with respect to the Project for Project property placed in service as of December 31, 20___, and due to be paid on or about January 15, 20___).

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20___.

PROJECT FLARE

By: _____
Name: _____
Its: _____

EXHIBIT E (See Section 2.4)

**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

See attached.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Director
Department:	Transportation	Division:	
Date Prepared:	August 28, 2024	Meeting Date:	September 24, 2024
Legal Review	Elizabeth McLean via email	Date:	September 17, 2024
Budget Review	Maddison Wilkerson via email	Date:	September 11, 2024
Finance Review	Stacey Hamm via email	Date:	September 16, 2024
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Transportation Ad Hoc		
Subject	Summer Haven Drive - Watermain Easement Transfer to City of Columbia		

RECOMMENDED/REQUESTED ACTION:

Staff recommends County Council approve the attached ordinance which acts to convey certain waterlines and related components (as well as a permanent exclusive easement with respect thereto) constructed by Richland County as part of the Summer Haven Drive- Dirt Road Paving Package “N” located within county-owned right-of-way to the City of Columbia for purposes of operating and maintaining said waterlines and related component parts to deliver water utility services to adjacent property owners.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There is no anticipated fiscal/budgetary impact.

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

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Richland County Transportation recommends that County Council approve the attached ordinance which acts to convey certain waterlines and related components (as well as a permanent exclusive easement with respect thereto) constructed by Richland County as part of the Summer Haven Drive Dirt Road Paving Project located within county-owned right-of-way to the City of Columbia for purposes of operating and maintaining said waterlines and related component parts to deliver water utility services to adjacent property owners.

Please note that pursuant to Sections 2-28 and 2-29 of the Richland County Code of Ordinances, the attached ordinance requires three readings and a public hearing for approval and enactment by County Council.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

Goal: Plan for Growth through Inclusive and Equitable Infrastructure

ATTACHMENTS:

1. Attachment to Ordinance (Summer Haven)
2. 2024-02-04 DRAFT County Ord. re City of Cola Waterline Deed 2.0
3. 2024-07-11 Memo. Re Summer Haven Drive-08-19-2024

**ATTACHMENT TO
RICHLAND COUNTY COUNCIL
ORDINANCE NO. ____ - ____**

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

DEED TO WATER LINES FOR DIRT ROAD PAVING ALONG SUMMER HAVEN DRIVE FROM HAVEN CIRCLE TO DEAD END; RICHLAND COUNTY TMS #01312-02-02 & 03, 01312-03-03 & 04, 01316-01-07 (PORTION); CF #354-47

RICHLAND COUNTY, SOUTH CAROLINA

JOSHUA RENNEBAUM

ROYCE WAYNE RICHMOND, JR.

ROBERT M. LEBARON, JR. AND

JENNA MARIE LEBARON

SAMUEL D. MATHIAS AND

LISA C. MATHIAS

to

CITY OF COLUMBIA

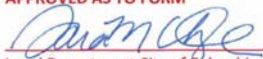
FOR VALUE RECEIVED, Richland County, South Carolina of Columbia, South Carolina, Joshua Rennebaum, of Chapin South Carolina, Royce Wayne Richmond, Jr. of Chapin, South Carolina, Robert M. Lebaron, Jr. of Chapin, South Carolina, Jenna Marie Lebaron of Chapin, South Carolina, Samuel D. Mathias of Chapin, South Carolina and Lisa C. Mathias of Chapin, South Carolina (also hereinafter singularly and collectively referred to as "Grantor") do hereby bargain, sell, transfer and convey unto the City of Columbia (also hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's rights, title and interests in and to the below described water lines:

All those certain water lines, the same being 4" and 6" in diameter including valves, valve boxes, fire hydrants, meter boxes, service lines to meter boxes and easement boundaries, lead lines to fire hydrants (including 6" DIP), and all components to complete the system and more clearly shown on City File #354-47.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and shown on City File #354-47, which is incorporated herein by specific reference thereto.

A 6" water line beginning at a 6" x 6" tee and tie to an existing 6" City of Columbia water line (The Havens at Lake Murray Subdivision; CF #270-23) located in the outer perimeter of the northwestern right-of-way of Haven Circle (County Road; Variable Width R/W), forty-five and two tenths (45.2) feet southwest of the easternmost property corner of TMS #01312-10-06, n/f Smith; thence extending therefrom in a southeasterly direction crossing Haven Circle, TMS #01312-02-03, n/f Rennebaum and along the outer perimeter of the northwestern right-of-way of Summer Haven Drive (County Road, Variable Width R/W), for a distance of forty-five and three tenths (45.3) feet to a 45° bend located in the outer perimeter of the northwestern right-of-way of Summer Haven Drive, twenty-seven and six tenths (27.6) feet northwest of the northernmost property corner of TMS #01312-03-02, n/f Hair; thence turning and extending therefrom in a northeasterly direction

APPROVED AS TO FORM


Legal Department City of Columbia, SC

11/02/2023

crossing the northwestern right-of-way of Summer Haven Drive, TMS #01312-02-02, n/f Richmond and along the outer perimeter of the northwestern right-of-way of Summer Haven Drive, for a distance of four hundred twenty-eight and eight tenths (428.8) feet to a 45° bend located in the outer perimeter of the northwestern right-of-way of Summer Haven Drive, twenty-seven and seven tenths (27.7) feet southwest of the northernmost/northwestern property corner of TMS #01316-01-01, n/f Miller; thence turning and extending therefrom in a southeasterly direction along Summer Haven Drive, for a distance of three and one tenth (3.1) feet to a 45° bend located in the northwestern right-of-way of Summer Haven Drive, twenty-four and nine tenths (24.9) feet southwest of the northernmost/northwestern property corner of said TMS #01316-01-01; thence turning and extending therefrom in a southeasterly direction along Summer Haven Drive, for a distance of seventeen and one tenth (17.1) feet to a fire hydrant located in the outer perimeter of the southeastern right-of-way of Summer Haven Drive, twenty-four (24) feet southwest of the innermost northwestern property corner of said TMS #01316-01-01; thence terminating.

Also, a 4" water line beginning at a 6" x 6" x 4" tee on the aforescribed 6" water line located in the outer perimeter of the southeastern right-of-way of Summer Haven Drive, twenty-four and six tenths (24.6) feet southwest of the innermost northwestern property corner of TMS #01316-01-01; thence extending therefrom in a northeasterly direction along the outer perimeter of the southeastern right-of-way of Summer Haven Drive, for a distance of eighteen and one tenth (18.1) feet to a 4" cap located in the outer perimeter of the southeastern right-of-way of Summer Haven Drive, seven and seven tenths (7.7) feet west of the innermost northwestern property corner of said TMS #01316-01-01; thence terminating.

Be all measurements a little more or less.

The Grantor hereby agrees to be responsible for repairs of all damage to water lines, sanitary sewer lines, curb cocks, meter boxes, all fittings and fire hydrants hereby conveyed which arise out of the operation of any equipment or vehicles under control of the Grantor, Grantor's contractor, agent, or any other party acting on behalf of Grantor in connection with the initial installation of streets, paving, curbs and gutters, storm drainage lines, sanitary sewer lines, utility lines, final grading or improvements in development of property served by said water lines, and the Grantor shall either effect necessary repairs or reimburse the City for the cost of repairs at the option of the City.

This conveyance also includes an exclusive easement on all water lines and appurtenances heretofore described and as shown on the herein-referenced record drawings for the purpose of access, ingress, egress, construction, operation, reconstruction and maintenance of said water lines. The Grantor hereby agrees that no future construction (including, but not limited to, buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without prior approval of the City Engineer. Also, granted herein is an easement for access, ingress and egress along the entrance drives, private alleyways, driveways and common areas for the construction, operation, maintenance, repair, reconstruction and extension of services on the water lines and appurtenances for this development.

This conveyance also includes all water line easements shown on a set of record drawings for Dirt Road Paving along Summer Haven Drive from Haven Circle to Dead End, in Richland County and near the Town of Irmo, SC, dated August 7, 2023, last revised October 5, 2023, prepared for Richland County Transportation Penny Project, prepared by Chao & Associates, Inc., Gerald A. Lee, S.C.P.E. #21629 and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under file reference #354-47.

These water lines are more clearly shown and delineated on a set of record drawings for Dirt Road Paving along Summer Haven Drive from Haven Circle to Dead

End, in Richland County and near the town of Irmo, SC, dated August 7, 2023, last revised October 5, 2023, prepared for Richland County Transportation Penny Project, prepared by Chao & Associates, Inc., Gerald A. Lee, S.C.P.E. #21629 and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under file reference #354-47.

TS

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TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

And Grantor warrants that Grantor is the lawful owner of said property and has the right to convey same; and that the property is free and clear of any and all mortgages, liens and encumbrances of whatsoever kind or nature, except those set-forth hereinabove.

WITNESS the hand and seal of the Grantor by the undersigned this ____ day _____, 20__.

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

(1st Witness Signature)

By: _____

(Signature)

Name: _____

(Print Name)

(2nd Witness Signature)

Title: _____

(Print Title)

STATE OF _____)

ACKNOWLEDGMENT

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____
(Name and Title of Officer)

of _____ on behalf of the within named Grantor.
(City and State)

Notary Public for the State of _____

My Commission Expires: _____

Attorney Certification

I, _____, an attorney licensed to practice in the State of _____ do hereby certify that I supervised the execution of the attached Deed to Water Lines for Dirt Road Paving along Summer Haven Drive from Haven Circle to Dead End with Richland County, South Carolina, as Grantor and the City of Columbia, as Grantee this ____ day of _____, 20__.

State Bar Number: _____

WITNESS the hand and seal of the Grantor this 6 day of March, 2024

WITNESSES:

[Signature]
(1st Witness Signature)

[Signature]
JOSHUA RENNEBAUM

[Signature]
(2nd Witness Signature)

STATE OF) ACKNOWLEDGEMENT
COUNTY OF)



The foregoing instrument was acknowledged before me this 6th day of March, 2024 by the within-named Grantor.

[Signature]
(Notary's Signature)

NOTARY PUBLIC FOR: South Carolina
(State)

MY COMMISSION EXPIRES: 02/04/2029
(Date)

Attorney Certification

I, Andrew J. D'Antoni, an attorney licensed to practice in the State of South Carolina do hereby certify that I supervised the execution of the attached Deed to Water Lines for Dirt Road Paving along Summer Haven Drive from Haven Circle to Dead End, with Joshua Rennebaum as Grantor and the City of Columbia, as Grantee this 6th day of March, 2024

[Signature] State Bar Number: 100919

WITNESS the hand and seal of the Grantor this 15th day of March, 2024

WITNESSES:

[Signature]
(1st Witness Signature)

R. Wayne Richmond
ROYCE WAYNE RICHMOND, JR.

[Signature]
(2nd Witness Signature)

STATE OF _____) ACKNOWLEDGEMENT

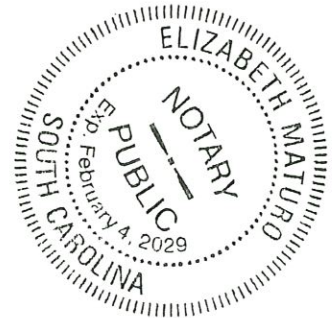
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 15th day of March, 2024 by the within-named Grantor.

Elizabeth Maturro
(Notary's Signature)

NOTARY PUBLIC FOR: South Carolina
(State)

MY COMMISSION EXPIRES: 02/04/2029
(Date)



Attorney Certification

I, Andrew J. D'Antoni, an attorney licensed to practice in the State of South Carolina do hereby certify that I supervised the execution of the attached Deed to Water Lines for Dirt Road Paving along Summer Haven Drive from Haven Circle to Dead End, with Royce Wayne Richmond, Jr. as Grantor and the City of Columbia, as Grantee this 15th day of March, 2024

[Signature] State Bar Number: 100919

WITNESS the hand and seal of the Grantor this 15th day of March, 2024

WITNESSES:

[Signature]
(1st Witness Signature)
[Signature]
(2nd Witness Signature)

[Signature]
ROBERT M. LEBARON, JR.

STATE OF _____) ACKNOWLEDGEMENT
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 15th day of March, 2024 by the within-named Grantor.

[Signature]
(Notary's Signature)
NOTARY PUBLIC FOR: South Carolina
(State)
MY COMMISSION EXPIRES: 02/04/2029
(Date)



Attorney Certification

I, Andrew J. D'Antoni, an attorney licensed to practice in the State of South Carolina do hereby certify that I supervised the execution of the attached Deed to Water Lines for Dirt Road Paving along Summer Haven Drive from Haven Circle to Dead End, with Robert M. Lebaron, Jr. as Grantor and the City of Columbia, as Grantee this 15th day of March, 2024

[Signature] State Bar Number: 100919

WITNESS the hand and seal of the Grantor this 15 day of March, 2024

WITNESSES:

[Signature]
(1st Witness Signature)

Jenna Marie Lebaron
JENNA MARIE LEBARON

[Signature]
(2nd Witness Signature)

STATE OF _____) ACKNOWLEDGEMENT

COUNTY OF _____)

The foregoing instrument was acknowledged before me this 15th day of March, 2024 by the within-named Grantor.

Elizabeth Maturro
(Notary's Signature)

NOTARY PUBLIC FOR: South Carolina
(State)

MY COMMISSION EXPIRES: 02/09/2029
(Date)



Attorney Certification

I, Andrew J. D'Antoni, an attorney licensed to practice in the State of South Carolina do hereby certify that I supervised the execution of the attached Deed to Water Lines for Dirt Road Paving along Summer Haven Drive from Haven Circle to Dead End, with Jenna Marie Lebaron as Grantor and the City of Columbia, as Grantee this 15th day of March, 2024

[Signature] State Bar Number: 100919

WITNESS the hand and seal of the Grantor this 6th day of March, 2024.

WITNESSES:
[Signature]
(1st Witness Signature)

Samuel D Mathias
SAMUEL D. MATHIAS

[Signature]
(2nd Witness Signature)

STATE OF _____) ACKNOWLEDGEMENT
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 6th day of March, 2024 by the within-named Grantor.

Elizabeth Maturro
(Notary's Signature)

NOTARY PUBLIC FOR: South Carolina
(State)

MY COMMISSION EXPIRES: 02/04/2029
(Date)



Attorney Certification

I, Andrea J-D'Antoni, an attorney licensed to practice in the State of South Carolina do hereby certify that I supervised the execution of the attached Deed to Water Lines for Dirt Road Paving along Summer Haven Drive from Haven Circle to Dead End, with Samuel D. Mathias as Grantor and the City of Columbia, as Grantee this 6th day of March, 2024.

[Signature] State Bar Number: 100919

WITNESS the hand and seal of the Grantor this 6th day of March, 2024.

WITNESSES:
[Signature]
(1st Witness Signature)

Lisa C Mathias
LISA C. MATHIAS

[Signature]
(2nd Witness Signature)

STATE OF _____) ACKNOWLEDGEMENT
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 6th day of March, 2024 by the within-named Grantor.

Elizabeth Mattus
(Notary's Signature)

NOTARY PUBLIC FOR: South Carolina
(State)

MY COMMISSION EXPIRES: 02/04/2029
(Date)



Attorney Certification

I, Andrew J. D'Antoni, an attorney licensed to practice in the State of South Carolina do hereby certify that I supervised the execution of the attached Deed to Water Lines for Dirt Road Paving along Summer Haven Drive from Haven Circle to Dead End, with Lisa C. Mathias as Grantor and the City of Columbia, as Grantee this 6th day of March, 2024.

[Signature] State Bar Number: 100919

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-24HR**

AN ORDINANCE AUTHORIZING A DEED TO THE CITY OF COLUMBIA TO WATERLINES RUNNING UNDER AND ALONG THE DIRT ROAD PAVING PROJECT AT SUMMER HAVEN DRIVE FROM HAVEN CIRCLE TO DEAD END; RICHLAND COUNTY TMS # 01312-02-02 & 03, 01312-03-03 & 04, & 01316-01-07 (PORTION); CF #354-47.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to certain water lines to The City of Columbia, as specifically described in the attached DEED TO WATER LINES FOR DIRT ROAD PAVING ALONG SUMMER HAVEN DRIVE FROM HAVEN CIRCLE TO DEAD END; RICHLAND COUNTY TMS #01312-02-02 & 03, 01312-03-03 & 04, 01316-01-07 (PORTION); CF #354-47, which is attached hereto and incorporated herein by this reference.

SECTION II. Severability. If any action, subsection, or clause of this ordinance shall be deemed unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2024.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this ___ Day of _____, 2024

Clerk of Council

First Reading: _____ 2024
Second Reading: _____ 2024
Public Hearing: _____ 2024
Third Reading: _____ 2024

[Transfer of Waterline Easement to City of Columbia for Summer Haven Dr- Dirt Rd Paving Package “N”

The purpose of this memorandum is to advise all reviewing departments about a recommended action proposed by the Transportation Department for submission to County Council for approval. The subject of this proposed recommended action is the enactment of a county ordinance for purposes of authorizing the Transportation Department to execute the waterline deed attached to the proposed ordinances on behalf of Richland County conveying to the City of Columbia certain waterlines and related components and a permanent exclusive easement with respect thereto located on and within county-owned right-of-way at Summer Haven Drive.

This memorandum sets forth the proposed recommended action, the specific motion requested, fiscal impact (if any), and justification for the recommended action. Attached to this memorandum is the City of Columbia waterline deed, as well as a proposed ordinance authorizing Transportation Department to execute said deed on behalf of Richland County. If you have any questions, please direct them to the undersigned.

I. Recommended Action by County Council

Richland County Transportation recommends that County Council approve the attached ordinance which acts to convey certain waterlines and related components (as well as a permanent exclusive easement with respect thereto) constructed by Richland County as part of the Summer Haven Drive Dirt Road Paving Project and located within county-owned right-of-way to the City of Columbia for purposes of operating and maintaining said waterlines and related component parts to deliver water utility services to adjacent property owners.

Please note that pursuant to Sections 2-28 and 2-29 of the Richland County Code of Ordinances, the attached ordinance requires three readings and a public hearing for approval and enactment by County Council.

II. Motion Requested

Move to approve the attached ordinance transferring all right, title, and interest Richland County may have in and to certain waterlines and related components to the City of Columbia and further conveying to the City of Columbia a permanent and exclusive easement on and over county-maintained right-of-way for purposes of operating and maintaining said waterlines and related components.

III. Fiscal Impact:

Executing the attached waterline deed will result in no additional fiscal impact on Richland County.

IV. Discussion/Justification:

As part of the Summer Haven Drive Dirt Road Paving (the “Project”), a Richland County Transportation Penny project, the contractor installed new waterlines and related components

located within the county-maintained Summer Haven Drive right-of-way. These waterlines and related components are more clearly shown and delineated on a set of record drawings for “Dirt Road Paving along Summer Haven Drive from Haven Circle to Dead End, in Richland County, SC,” dated August 7, 2023, last revised October 5, 2023, prepared for Richland County Transportation Penny Project, prepared by Chao & Associates, Inc., Gerald A. Lee, S.C.P.E. #21629 and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under file reference #354-47.

Because Richland County managed the design and construction of the Project, the waterlines and related components installed within the county-maintained right-of-way are considered county-owned property by the City of Columbia. Accordingly, the City of Columbia requires that all right, title, and interest that Richland County may have in and to the waterlines and related components installed as part of the Project be conveyed by deed to the City of Columbia. Further, because portions of the waterlines and related components are located in and upon county-maintained right-of-way, the City of Columbia requires an exclusive easement for access, construction, operation, and maintenance with respect to said waterlines and related components.

The City of Columbia requires the aforesaid conveyances for the purpose of operating and maintaining the aforesaid waterlines and related components to deliver water utility services to adjacent property owners. The City of Columbia’s Legal Department drafted the attached waterline deed with respect to the Project. As of the date of this writing, all adjacent property owners along Summer Haven Drive have executed the attached waterline deed.

Also attached is a proposed county ordinance authorizing Richland County Transportation to execute the attached waterline deed on behalf of the county following approval and enactment of the ordinance by County Council. The approval and enactment by County Council of the attached ordinance will complete the request by the City of Columbia’s Legal Department for the transfer of the property rights to the water lines and the related easement from Richland County to the City of Columbia, once the deed has been executed on behalf of Richland County and delivered to the City of Columbia’s Legal Department.

ATTACHMENT:

1. Draft Ordinance with attachment of a copy of City of Columbia Waterline Deed (executed by all impacted adjacent property owner grantors).

Michael J. Maloney, P.E.
Director of Public Works
Richland County Government
maloney.michael@richlandcountysc.gov
Office 803-576-2401

400 Powell Road
Columbia, SC 29203
richlandcountysc.gov

SOUTH CAROLINA)
)
RICHLAND COUNTY)

A RESOLUTION

AUTHORIZING THE FORMATION OF A PUBLIC PRIVATE PARTNERSHIP FOR ECONOMIC DEVELOPMENT; APPROVING THE BYLAWS GOVERNING THE BUSINESS AND ACTIVITIES OF THE PUBLIC PRIVATE PARTNERSHIP; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) desires to encourage economic development within the County by enhancing the competitiveness of the County; and

WHEREAS, the County desires to form a nonprofit corporation to serve as a public-private economic development partnership (“Partnership”) funded both by the County and by private sector contributions, the purpose of which will be to assist the County with its economic development efforts and undertake certain economic development functions on behalf of the County and the business and affairs of which will be conducted by a board of directors which is comprised of County officials and community leaders in business, industry and higher education; and

WHEREAS, in accordance with the County’s Strategic Plan for Economic Development (“Plan”), the County previously adopted a resolution which authorized the County Administrator and the County’s Economic Development Department to undertake the further exploration of the creation of the Partnership;

WHEREAS, pursuant to such authority, the County Council Chair, County Administration, and the Economic Development Department has engaged the private sector by forming an advisory group (“P3 Focus Group”), consisting of members from the local industry, business, education and healthcare sectors, to meet, consider and make recommendations to the County regarding the Partnership;

WHEREAS, the P3 Focus Group made a recommendation to the County regarding the Partnership, corroborating the findings of the Plan regarding the expected benefits the Partnership would provide to the County’s economic development efforts and goals; and

WHEREAS, the County has determined to form the Partnership.

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

Section 1. The creation of the Partnership is hereby authorized. The Partnership shall be organized as a South Carolina nonprofit corporation not later than December 31, 2024, and shall be governed by the Bylaws, the substantially final form of which are attached hereto as Exhibit A, with such modifications as may be approved by the County Council Chair prior to the final adopted of the Bylaws by the Board of Directors of the Partnership.

Section 2. The County Council authorizes and directs the County Administrator and the Director of Economic Development, or their respective delegees and staff acting at their direction, in consultation with the County Attorney and outside legal counsel, to undertake the transition of the operations of the County Economic Development Department to the Partnership by no later than July 1, 2025. County Administration and the Director of Economic Development are fully-authorized to make such determinations with respect to the day-to-day operations and employees of the Partnership as they deem necessary and desirable for the effective and efficient operations of the Partnership and the fulfillment of its mission as provided in the Bylaws.

Section 3. This Resolution is effective after its approval by the County Council.

RESOLVED: November _____, 2024.

RICHLAND COUNTY, SOUTH CAROLINA

Jesica Mackey, Chair,
Richland County Council

(SEAL)
ATTEST:

Anette A. Kirylo
Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Exhibit A

Form of Bylaws of the Partnership



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Richland County Government
Administration

FY25 C.O.R. Reentry Impact Grant Program

Deadline: 2/2/2025

Additional Contacts

none entered

example@printpreview.com Tel: 888-867-5309

Application Questions [top](#)

1. Incorporation Date

-no answer-

2. Mission Statement

You may also include any long-range plans and goals for your agency as a whole.

-no answer-

Project Information

3. Project Title

-no answer-

4. Which District(s) is the geographic focus of this project?

Please select all that apply, if focus is not countywide. All County wide programs must include documentation of methods for dissemination of information to ensure that citizens in all districts are aware of how they can access services.

Countywide (All)

District 1

District 2

District 3

District 4

District 5

District 6

District 7

District 8

District 9

District 10

District 11

5. Which impact area will your project primarily serve?

Must select one.

- Youth Services & Programs
- Education
- Recreation
- Health & Safety
- Workforce Development
- Food Insecurity
- Veteran's Services

6. Select any additional impact areas your project will serve, if applicable.

Please select all that apply.

- Youth Services & Programs
- Education
- Recreation
- Health & Safety
- Workforce Development
- Food Insecurity
- Veteran's Services

7. Project Start Date

-no answer-

8. Project End Date

-no answer-

9. Total Project Cost

-no answer-

10. Total Amount Requested

-no answer-

11. Percentage of the Project Cost Requested

(Amount Requested / Total Project Cost) x 100

-no answer-

12. Organization Background

Include recent accomplishments and success with similar programs.

-no answer-

13. Project Description

Describe your project in terms of who, when, what, why and where.

-no answer-

Benefit To The Community

14. Describe the benefit of this project to the community. Please include number of persons served, demographics of the audience served and the geographic location of those served.

-no answer-

Sustainability

15. What efforts are being made to increase the sustainability of this project/program and decrease the reliance on County Community Impact Grant funds? Please describe detailed plans to sustain the project after one year of funding.

-no answer-

Partnerships/Community Support

16. Describe your partnership efforts with similar organizations in Richland County for this project that assist in furthering the mission of your organization (List names of partnering organizations if applicable):

Describe how your organization will work with others on this project.

-no answer-

Outcomes

17. Describe specific results of the program that you expect to achieve and evaluation practices that will be used to measure the success of the project/program.

-no answer-

18. Have you applied or plan to apply for any other Richland County grant funding for FY26? If so, please specify which grant program.

Including, but not limited to: Hospitality Tax, Accommodations Tax, CDBG, etc.

-no answer-

19. Community Partners: Please provide details on how your program has expanded from year to year with the use of Community Impact Grant funding.

Please enter N/A if you are not listed as a FY26 Community Partner.

-no answer-

Budget [top](#)

Expense Category	Community Impact Grant Request	Other Funds	In-Kind Donations	In-Kind Services	Total
-none-	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Income Sources	Amount	Pending	Received	Requested
-none-	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Required Attachments [top](#)

Documents Requested *	Required?	Attached Documents *
Current organization operating budget for the last TWO years reflecting sources and amounts of income and expenditures for the organization as a whole, not just the program outlined in the application.	<input checked="" type="checkbox"/>	
IRS determination letter indicating the organization's 501 c 3 charitable status	<input checked="" type="checkbox"/>	
Proof of current registration as a charity with the SC Secretary of State's Office	<input checked="" type="checkbox"/>	
List of organization's current Board Members/Directors	<input checked="" type="checkbox"/>	
Most recent 990 tax return or if you file a 990 post-card attach a financial report showing financial status	<input checked="" type="checkbox"/>	
Current Richland County business license or a business license assessment survey form (Must be obtained from & signed by Richland County's Business Service Center)	<input checked="" type="checkbox"/>	
Proof of Insurance- General Liability or W/C (required if there are 4 or more employees & payroll is greater than \$3,000)	<input checked="" type="checkbox"/>	
Current Organization W-9	<input checked="" type="checkbox"/>	
Letter(s) of support from Community Collaboration Partners	<input checked="" type="checkbox"/>	
Dissemination strategy for County-wide projects		
Pending grant award documents such as grant award letters, emails or correspondence from the grantor		

ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 124545

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Questions@ZoomGrants.com ©2002-2024

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REQUEST OF ACTION

Subject: FY25 - District 2 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$17,500** for District 2.

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 2 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$ 51,625
The Big Red Barn Retreat	\$ 5,000
Omega Men of Columbia	\$ 7,500
Women’s SC Golf Association	\$ 5,000
Total Allocation	\$ 17,500
FY25 Approved Allocations YTD	\$ 18,000
Remaining FY2025 Balance	\$ 98,550

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 3 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$132,000** 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
Auntie Karen Foundation	\$ 33,000
Township Auditorium	\$ 20,000
Kemetic Institute – 2024 Kwanzaa	\$ 10,000
Columbia (SC) Chapter of the Link, Inc.	\$ 10,000
South Carolina Ballet	\$ 10,000
Jack & Jill of America- Columbia SC	\$ 7,000
Greater Columbia CRC	\$ 10,000
Dapper & Distinguished Gentlemen	\$ 5,000
Columbia World Affairs Council	\$ 7,000
Wiley Kennedy Foundation	\$ 20,000
Total Allocation	\$132,000
FY25 Approved Allocations YTD	\$ 19,000
Remaining FY2025 Balance	\$ 44,675

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 **\$20,000** 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
SC Restaurant & Lodging Association	\$ 5,000
The Big Red Barn Retreat	\$ 5,000
Columbia World Affairs Council	\$ 10,000
Total Allocation	\$ 20,000
FY25 Approved Allocations YTD	\$ 13,000
Remaining FY2025 Balance	\$154,175

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 5 Hospitality Tax Allocations

A. Purpose

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

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 5 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding		\$ 82,425
FY2024 Remaining		\$ 7,650
	Dapper & Distinguished Gentlemen	\$ 5,000
Total Allocation		\$ 5,000
FY25 Approved Allocations YTD		\$ 59,800
Remaining FY2025 Balance		\$ 25,275

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 6 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$25,000** for District 6.

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 6 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$300,000
Camp Cole Foundation	\$ 10,000
SC Philharmonic	\$ 10,000
Columbia Music Fest Association	\$ 5,000
Total Allocation	\$ 25,000
FY25 Approved Allocations YTD	\$ 33,000
Remaining FY2025 Balance	\$324,425

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023
- 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 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$47,500** for District 7.

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 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$ 1,950
ColaJazz Foundation	\$ 5,000
Black Pages International	\$ 5,000
The Big Red Barn Retreat	\$ 10,000
Kappa Foundation of Columbia	\$ 7,500
Share a Smile PHP	\$ 5,000
Junior League of Columbia	\$ 15,000
Total Allocation	\$ 47,500
FY25 Approved Allocations YTD	\$ 25,000
Remaining FY2025 Balance	\$ 11,875

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 **\$15,000** 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
Columbia (SC) Chapter of the Links, Inc.	\$ 7,500
Kappa Foundation of Columbia	\$ 7,500
Total Allocation	\$ 15,000
FY25 Approved Allocations YTD	\$ 48,500
Remaining FY2025 Balance	\$161,725

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 **\$12,500** 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
Columbia (SC) Chapter of the Link, Inc.	\$ 7,500
Total Allocation	\$ 7,500
FY25 Approved Allocations YTD	\$ 43,500
Remaining FY2025 Balance	\$259,360

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.



REQUEST OF ACTION

Subject: FY25 - District 10 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$70,000** for District 10.

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 10 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$ 25,050
SC Gospel Quartet Awards	\$ 10,000
Town of Eastover	\$ 10,000
LR Sweet Potato Festival	\$ 25,000
Kingville Historical Foundation	\$ 25,000
Total Allocation	\$ 70,000
FY25 Approved Allocations YTD	\$ 0
Remaining FY2025 Balance	\$ 37,475

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 11 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$10,000** for District 11.

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 11 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$174,552
SC Gospel Quartet Awards	\$ 10,000
Total Allocation	\$ 10,000
FY25 Approved Allocations YTD	\$ 3,000
Remaining FY2025 Balance	\$243,977

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
ASHLEY BUSH 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: Ashley Bush 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 building 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, Ashley Bush 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 Ashley Bush is no longer employed by Richland County to enforce the County's building regulations.

ADOPTED THIS 12th DAY OF November 2024.

Jesica Mackey - Chair
Richland County Council District 9

ATTEST this 12th day of November 2024

Anette A. Kirylo
Richland County Clerk to Council



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**A RESOLUTION TO APPOINT AND COMMISSION
KENDRICK HAMMOND 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: Kendrick Hammond 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 building 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, Kendrick Hammond 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 Kendrick Hammond is no longer employed by Richland County to enforce the County's building regulations.

ADOPTED THIS 12th DAY OF November 2024.

Jesica Mackey - Chair
Richland County Council District 9

ATTEST this 12th day of November 2024

Anette A. Kirylo
Richland County Clerk to Council



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**A RESOLUTION TO APPOINT AND COMMISSION
WILLIAM DODGE 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: William Dodge 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 building 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, William Dodge 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 William Dodge is no longer employed by Richland County to enforce the County's building regulations.

ADOPTED THIS 12th DAY OF November 2024.

Jesica Mackey - Chair
Richland County Council District 9

ATTEST this 12th day of November 2024

Anette A. Kirylo
Richland County Clerk to Council

SOUTH CAROLINA

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A RESOLUTION

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RICHLAND COUNTY

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Resolution #2024-1112-005

DECLARING THE RESULTS OF THE 2024 SPECIAL SALES AND USE TAX REFERENDUM; AND OTHER RELATED MATTERS.

WHEREAS, pursuant to Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended (“*Act*”), and Ordinance No. 027-24HR (“*Ordinance*”), Richland County, South Carolina (“*County*”), acting by and through its County Council, authorized the imposition of a one percent sales and use tax, subject to a referendum approval by a majority of qualified electors (“*Transportation Penny*”), for the purpose of funding the Transportation Needs, as defined in the Ordinance;

WHEREAS, in accordance with the Act and the Ordinance, the Richland County Voter Registration and Elections Commission (“*Commission*”) conducted a referendum on the question of the imposition of the Transportation Penny during the general election on November 5, 2024 (“*Referendum*”), in accordance with the election laws of the State of South Carolina, at which time voters were presented with the ballot questions set forth in **Exhibit A** hereto;

WHEREAS, in accordance with the Act, the Commission certified the results of the Referendum on November 8, 2024; a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference (“*Results*”); and

WHEREAS, the County Council desires to declare the Results of the Referendum.

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

Section 1. The County Council acknowledges the Commission certified the Results to the County on November 8, 2024.

Section 2. As certified by the Commission, the County Council declares the Referendum was approved by a majority of qualified electors. County Council declares that 61.35% of the votes were in favor of Question 1 and 38.65% of the votes were opposed to Question 1. County Council declares that 63.60% of the votes were in favor of Question 2 and 36.40% of the votes were opposed to Question 2.

Section 3. The Transportation Penny authorized by the Referendum will be imposed according to the Act and the Ordinance.

Section 4. This Resolution is effective after its approval by the County Council.

RESOLVED: November 12, 2024

RICHLAND COUNTY, SOUTH CAROLINA

Jesica Mackey, Chair
Richland County Council

[SEAL]

ATTEST:

Anette Kirylo
Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

EXHIBIT A

BALLOT QUESTIONS

Sales and Use Tax Referendum Question 1

I approve a special sales and use tax in the amount of one percent to be imposed in Richland County for not more than twenty-five (25) years to fund certain projects with an aggregate cost of not exceeding \$4.5 billion. Collection of the special sales and use tax will not begin until the current special sales and use tax imposed in Richland County is terminated. The special sales and use tax proceeds will be used to fund the following projects:

Project (1) - Community Investment Projects: These projects address the integrity, safety, reliability and sustainability of the transportation infrastructure in local communities and impact the day-to-day activities of citizens and local businesses. These projects may include viable and unfunded 2012 penny projects as well as road improvements, widening, resurfacing, paving of dirt roads, intersection improvements, bikeways, greenbelts, greenways, sidewalks, and other pedestrian-friendly enhancements.

48% of the revenues generated by the sales and use tax shall be used to pay eligible costs of the Community Investment Projects, which is expected to be \$2.160 billion.

Project (2) - County Advancement Projects: These projects target the expansion of transportation infrastructure to achieve, support and sustain economic growth on a county-wide basis. These projects may include new construction, improvements and widening for major roadways, intersections and commuting corridors.

30% of the revenues generated by the sales and use tax shall be used to pay eligible costs of the County Advancement Projects, which is expected to be \$1.350 billion.

Project (3) - COMET Enhancement Projects: These projects target the continued operation and expansion of the mass transit system operated by the Central Midlands Regional Transit Authority known as the COMET. These projects may include operational sustainability, establishment of new routes, new construction and improvements to enhance rider safety and comfort, and acquisition of new buses and other modes of transportation.

22% of the revenues generated by the sales and use tax shall be used to pay eligible costs of the COMET Enhancement Projects, which is expected to be \$990 million.

Yes, In favor of the Question _____

No, Opposed to the Question _____

Sales and Use Tax Referendum Question 2

I approve the issuance of not exceeding \$950 million of general obligation bonds of Richland County, payable from the special transportation sales and use tax described in Question 1 above, maturing over a period not to exceed twenty-five (25) years, to fund projects from among the categories described in Question 1 above.

Yes, In favor of the Question _____

No, Opposed to the Question _____

EXHIBIT B

RESULTS

Sales and Use Tax Referendum Question 1

Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Absentee Mail	Failsafe Provisional	Failsafe Provisional	
Yes, In favor of the Question	106,998	61.35%	36,154	65,594	5,067	48	90	45
No, Opposed to the Question	67,413	38.65%	22,775	41,262	3,288	20	49	19
Total Votes Cast	174,411	100.00%	58,929	106,856	8,355	68	139	64

Sales and Use Tax Referendum Question 2

Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Absentee Mail	Failsafe Provisional	Failsafe Provisional	
Yes, In favor of the Question	110,118	63.60%	37,787	67,103	5,039	49	96	44
No, Opposed to the Question	63,029	36.40%	20,699	38,986	3,261	20	43	20
Total Votes Cast	173,147	100.00%	58,486	106,089	8,300	69	139	64

SOUTH CAROLINA

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A RESOLUTION

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RICHLAND COUNTY

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Resolution #2024-1112-005

DECLARING THE RESULTS OF THE 2024 SPECIAL SALES AND USE TAX REFERENDUM; AND OTHER RELATED MATTERS.

WHEREAS, pursuant to Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended (“*Act*”), and Ordinance No. 027-24HR (“*Ordinance*”), Richland County, South Carolina (“*County*”), acting by and through its County Council, authorized the imposition of a one percent sales and use tax, subject to a referendum approval by a majority of qualified electors (“*Transportation Penny*”), for the purpose of funding the Transportation Needs, as defined in the Ordinance;

WHEREAS, in accordance with the Act and the Ordinance, the Richland County Voter Registration and Elections Commission (“*Commission*”) conducted a referendum on the question of the imposition of the Transportation Penny during the general election on November 5, 2024 (“*Referendum*”), in accordance with the election laws of the State of South Carolina, at which time voters were presented with the ballot questions set forth in **Exhibit A** hereto;

WHEREAS, in accordance with the Act, the Commission certified the results of the Referendum on November 8, 2024; a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference (“*Results*”); and

WHEREAS, the County Council desires to declare the Results of the Referendum.

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

Section 1. The County Council acknowledges the Commission certified the Results to the County on November 8, 2024.

Section 2. As certified by the Commission, the County Council declares the Referendum was approved by a majority of qualified electors. County Council declares that 61.35% of the votes were in favor of Question 1 and 38.65% of the votes were opposed to Question 1. County Council declares that 63.60% of the votes were in favor of Question 2 and 36.40% of the votes were opposed to Question 2.

Section 3. The Transportation Penny authorized by the Referendum will be imposed according to the Act and the Ordinance.

Section 4. This Resolution is effective after its approval by the County Council.

RESOLVED: November 12, 2024

RICHLAND COUNTY, SOUTH CAROLINA

Jesica Mackey, Chair
Richland County Council

[SEAL]

ATTEST:

Anette Kirylo
Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

EXHIBIT A

BALLOT QUESTIONS

Sales and Use Tax Referendum Question 1

I approve a special sales and use tax in the amount of one percent to be imposed in Richland County for not more than twenty-five (25) years to fund certain projects with an aggregate cost of not exceeding \$4.5 billion. Collection of the special sales and use tax will not begin until the current special sales and use tax imposed in Richland County is terminated. The special sales and use tax proceeds will be used to fund the following projects:

Project (1) - Community Investment Projects: These projects address the integrity, safety, reliability and sustainability of the transportation infrastructure in local communities and impact the day-to-day activities of citizens and local businesses. These projects may include viable and unfunded 2012 penny projects as well as road improvements, widening, resurfacing, paving of dirt roads, intersection improvements, bikeways, greenbelts, greenways, sidewalks, and other pedestrian-friendly enhancements.

48% of the revenues generated by the sales and use tax shall be used to pay eligible costs of the Community Investment Projects, which is expected to be \$2.160 billion.

Project (2) - County Advancement Projects: These projects target the expansion of transportation infrastructure to achieve, support and sustain economic growth on a county-wide basis. These projects may include new construction, improvements and widening for major roadways, intersections and commuting corridors.

30% of the revenues generated by the sales and use tax shall be used to pay eligible costs of the County Advancement Projects, which is expected to be \$1.350 billion.

Project (3) - COMET Enhancement Projects: These projects target the continued operation and expansion of the mass transit system operated by the Central Midlands Regional Transit Authority known as the COMET. These projects may include operational sustainability, establishment of new routes, new construction and improvements to enhance rider safety and comfort, and acquisition of new buses and other modes of transportation.

22% of the revenues generated by the sales and use tax shall be used to pay eligible costs of the COMET Enhancement Projects, which is expected to be \$990 million.

Yes, In favor of the Question _____

No, Opposed to the Question _____

Sales and Use Tax Referendum Question 2

I approve the issuance of not exceeding \$950 million of general obligation bonds of Richland County, payable from the special transportation sales and use tax described in Question 1 above, maturing over a period not to exceed twenty-five (25) years, to fund projects from among the categories described in Question 1 above.

Yes, In favor of the Question _____

No, Opposed to the Question _____

EXHIBIT B

RESULTS

Sales and Use Tax Referendum Question 1

Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Absentee Mail	Failsafe Provisional	Failsafe Provisional	
Yes, In favor of the Question	106,998	61.35%	36,154	65,594	5,067	48	90	45
No, Opposed to the Question	67,413	38.65%	22,775	41,262	3,288	20	49	19
Total Votes Cast	174,411	100.00%	58,929	106,856	8,355	68	139	64

Sales and Use Tax Referendum Question 2

Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Absentee Mail	Failsafe Provisional	Failsafe Provisional	
Yes, In favor of the Question	110,118	63.60%	37,787	67,103	5,039	49	96	44
No, Opposed to the Question	63,029	36.40%	20,699	38,986	3,261	20	43	20
Total Votes Cast	173,147	100.00%	58,486	106,089	8,300	69	139	64