

**RICHLAND COUNTY**

**AMENDED**

**REGULAR SESSION**

**AGENDA**



**TUESDAY MAY 6, 2025**

**6:00 PM**

**COUNCIL CHAMBERS**

# Richland County Council 2024-2025



Derrek Pugh  
District 2  
Vice Chair



Jason Branham  
District 1



Gretchen D. Barron  
District 7



Tyra Little  
District 3



Allison Terracio  
District 5



Paul Livingston  
District 4



Don Weaver  
District 6



Tish Dozier Alleyne  
District 8



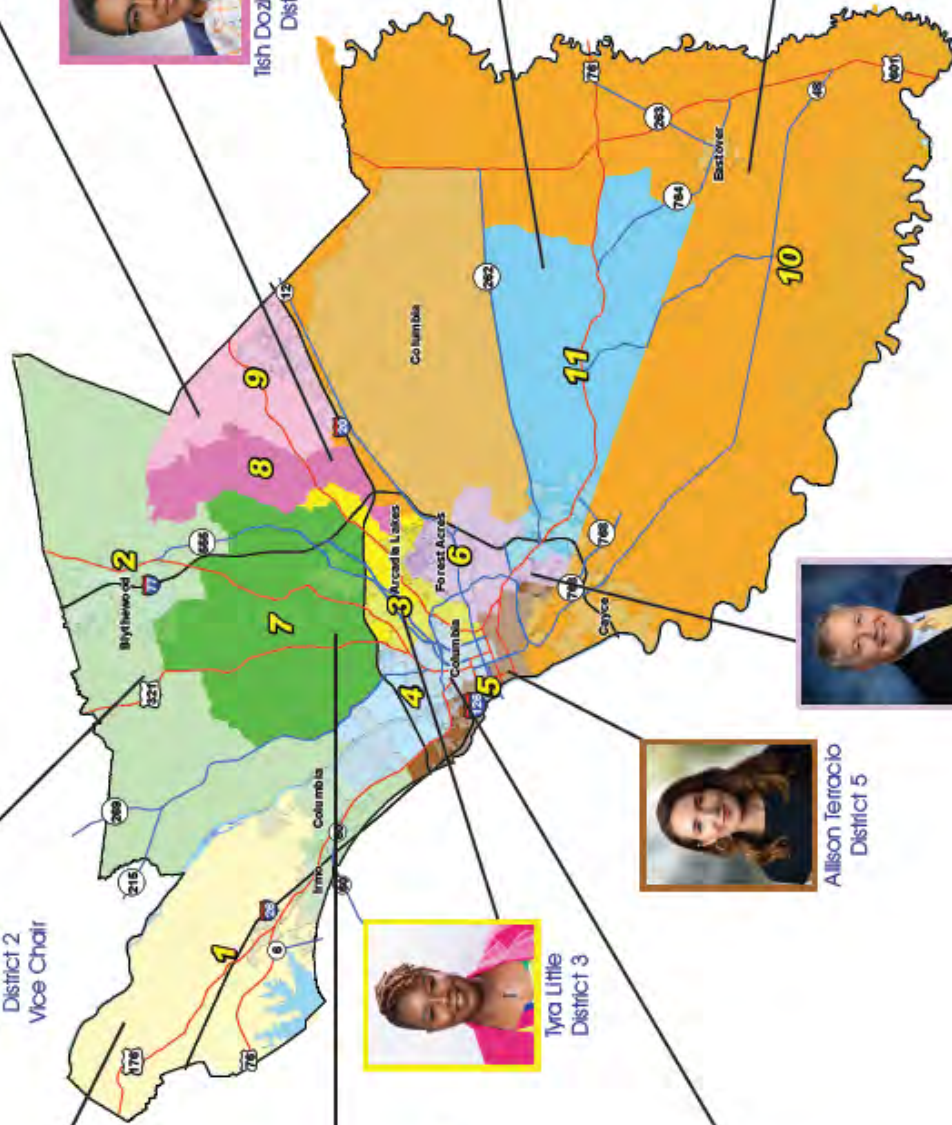
Chakisse Newton  
District 11



Cheryl D. English  
District 10



Jessica Mackley  
District 9  
Chair





**Richland County  
Regular Session**

**AMENDED**

**AGENDA**

May 6, 2025 - 6:00 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER**

The Honorable Jesica Mackey, Chair  
Richland County Council

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

The Honorable Tyra K. Little
3. **PLEDGE OF ALLEGIANCE**

The Honorable Tyra K. Little
4. **PRESENTATION OF RESOLUTIONS**
  - a. A Resolution Recognizing the Office of Small Business Opportunity

The Honorable Jesica Mackey
  - b. A Resolution Honoring May 4-10, 2025 as National Correctional Officers Week

The Honorable Jesica Mackey
5. **PRESENTATION OF PROCLAMATIONS**
  - a. A Proclamation Recognizing Blythewood High School Girls' Basketball Team as 2025 State Champions

The Honorable Derrek Pugh
  - b. A Proclamation Recognizing W. J. Keenan High School Boys' Basketball Team as 2025 5A Division 1 AAA State Champions

The Honorable Gretchen Barron  
The Honorable Tyra K. Little
  - c. A Proclamation Designating May as National Tennis Month

The Honorable Chakisse Newton  
The Honorable Gretchen Barron  
The Honorable Jason Branham  
The Honorable Jesica Mackey  
The Honorable Tyra K. Little  
The Honorable Paul Livingston  
The Honorable Tish Dozier Alleyne
6. **APPROVAL OF MINUTES**

The Honorable Jesica Mackey

- a. Regular Session: April 15, 2025 [\[PAGES 12-16\]](#)
- b. Zoning Public Hearing: April 22, 2025 [\[PAGES 17-19\]](#)

**7. ADOPTION OF AGENDA**

The Honorable Jesica Mackey

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

Patrick Wright,  
County Attorney

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

- a. Discussion and legal advice concerning the Contract for Private/Public Pet Services [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- b. Personnel Matter - Grievance Reviews and Recommendations [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]
- c. Property Inquiry 120 Clemson Road, Columbia, SC 29229, TMS #R25608-01-38 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2) and Sec. 30-4-70(a)(5)]
- d. Property Inquiry - NE/S Lykes Lane, TMS #R06400-01-01 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- e. Property Inquiry - B/S Clemson Rd. Ext., TMS #R25800-04-01 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- f. Property Inquiry - Capital Projects: Columbia Place Mall [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- g. Duerr v. Richland County Update [Pursuant to S.C. Code, Sec. 30-4-70(a)(2)]
- h. 2025 Administrator Evaluation and Contract Renewal [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]

**9. CITIZEN'S INPUT**

The Honorable Jesica Mackey

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

**10. CITIZEN'S INPUT**

The Honorable Jesica Mackey

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

**11. REPORT OF THE COUNTY ADMINISTRATOR**  
**[PAGES 20-31]**

Leonardo Brown,  
County Administrator

- a. Updates for Consideration
  - 1. General Updates
  - 2. Introduction of New Department Directors **[PAGE 22]**
  - 3. Leadership South Carolina 2025 Graduate Acknowledgment
  - 4. Comprehensive Plan Meeting Dates **[PAGE 20]**
- 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. Request for Letter of Support - Brookdale Place - Workforce Housing **[PAGES 23-27]**
  - 2. Community Planning & Development -Comprehensive Plan – Nealon Planning Change Order Scope Amendment 1 **[PAGES 28-31]**

**12. REPORT OF THE CLERK OF COUNCIL**

Anette Kirylo,  
Clerk of Council

- a. Budget Work Sessions: (All Meetings will be held in Council Chambers)
  - May 8, 2025 - Enterprise Fund and Millage Agencies (3:00-5:00 PM)
  - May 13, 2025 - General Fund (3:00-5:00 PM)
  - May 15, 2025 - Grants and Special Revenue (3:00-5:00 PM)
  - May 22, 2025 - Budget Public Hearing (6:00 PM)
  - June 5, 2025 - 2nd Reading of Budget (6:00 PM)
  - June 17, 2025 - 3rd Reading of Budget (6:00 PM)

**13. REPORT OF THE CHAIR**

The Honorable Jesica Mackey

**14. OPEN / CLOSE PUBLIC HEARINGS**

The Honorable Jesica Mackey

- a. An Ordinance establishing a temporary moratorium on application acceptance, permit issuance, approvals, and other authorizations for demolition, new construction, rezoning, and rehabilitation in the Olympia Mill Village area of unincorporated Richland County; and invoking application of the pending ordinance doctrine
- b. An Ordinance to raise revenue, make appropriations, and adopt FY 2025 Annual Budget for Richland County, South Carolina; authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2024 will provide sufficient revenues for the operations of Richland County Government from July 1, 2024 through June 30, 2025 (Fiscal Year 2025)
- 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 Foundry at Blythewood SC LLC, a company previously identified as Project Mockingbird; and other related matters

**15. APPROVAL OF CONSENT ITEMS**

The Honorable Jesica Mackey

- a. Case #24-061MA  
Brad Shell  
HM/RT to GC (14.03 Acres)  
10205 Wilson Blvd. and W/S Wilson Blvd.  
TMS #R14900-01-04 and R14900-01-17 {District 2} [SECOND READING] [\[PAGES 32-33\]](#)
- b. Case #25-014MA  
Gale B. Grayson  
HM to RT (4.89 Acres)  
11321 Monticello Road  
TMS #R05600-02-59 {District 2} [SECOND READING] [\[PAGES 34-35\]](#)



- c. Case #25-016MA  
Helen Bryson  
HM to RT (1.82 Acres)  
1036 Langford Road  
TMS #R23400-05-07 {District 2} [SECOND READING] [\[PAGES 36-37\]](#)
- d. I move to direct the County Administrator to research and present the options for Richland County to enact a Hate Crimes Ordinance [LITTLE and TERRACIO -February 4, 2025] [\[PAGES 38-60\]](#)  
Proposed Ordinance: *"AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 18, OFFENSES, TO ADD A NEW SUBSECTION, HATE INTIMIDATION, TO ESTABLISH THE OFFENSE AND TO PROVIDE A PENALTY FOR EACH VIOLATION".*
- e. Grants & Community Outreach - HOME Project with Columbia Housing Authority [\[PAGES 61-117\]](#)

## 16. THIRD READING ITEMS

The Honorable Jesica Mackey

- 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 Foundry at Blythewood SC LLC, a company previously identified as Project Mockingbird; and other related matters [\[PAGES 118-143\]](#)
- b. An Ordinance establishing a temporary moratorium on application acceptance, permit issuance, approvals, or other authorizations for demolition, new construction, rezoning, and rehabilitation in the Olympia Mill Village area of unincorporated Richland County [\[PAGES 144-148\]](#)
- c. An Ordinance to raise revenue, make appropriations, and adopt FY 2025 Annual Budget for Richland County, South Carolina; authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2024 will provide sufficient revenues for the operations of Richland County Government from July 1, 2024 through June 30, 2025 (Fiscal Year 2025) [\[PAGES 149-154\]](#)

## 17. SECOND READING ITEMS

The Honorable Jesica Mackey

- a. An Ordinance Authorizing the East Richland County Public Service District, South Carolina to issue not

exceeding \$10,000,000 of General Obligation Bonds; and providing for other matters related thereto [\[PAGES 155-175\]](#)

- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an amended and restated public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Huger; and other related matters [\[PAGES 176-203\]](#)

## **18. FIRST READING ITEMS**

The Honorable Jesica Mackey

- a. An Ordinance authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2025 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2025 through June 30, 2026. So as to raise revenue, make appropriations and amend the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2025 and ending June 30, 2026 [BY TITLE ONLY] [\[PAGE 204\]](#)
- b. An Ordinance authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2025 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2025 through June 30, 2026 [BY TITLE ONLY] [\[PAGE 205\]](#)

## **19. REPORT OF ADMINISTRATION & FINANCE COMMITTEE**

The Honorable Derrek Pugh

- a. Community Planning & Development - Conservation - Conservation Fund Easement - Cabin Creek Properties [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] [EXECUTIVE SESSION]

## **20. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

The Honorable Paul Livingston

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly



developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Project Sparrow; and other related matters [FIRST READING] [\[PAGES 206-227\]](#)

- b. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Sam; identifying the project; and other matters related thereto [\[PAGES 228-229\]](#)
- c. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Sam to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] [\[PAGES 230-265\]](#)
- d. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Whitewater; identifying the project; and other matters related thereto [\[PAGES 266-267\]](#)

## **21. REPORT OF RULES & APPOINTMENTS COMMITTEE**

The Honorable Gretchen Barron

### **a. NOTIFICATION OF APPOINTMENTS**

- 1. Building Codes Board of Appeals - Six (6) Vacancies (ONE applicant must be from the Architecture Industry, ONE applicant must be from the Gas Industry, ONE applicant must be from the Plumbing Industry, ONE applicant must be from the Electrical Industry, and TWO applicants must be from the Fire Industry as alternates) [\[PAGE 268\]](#)
  - a. Andrei Blackman
  - b. Arthur Tansy
- 2. Employee Grievance - Three (3) Vacancies ( TWO applicants will serve as alternates) [\[PAGE 269\]](#)
  - a. Anna Browder
  - b. Velveeta Morris
  - c. Laronda Blocker
  - d. John Dunn (Incumbent)

## **22. REPORT OF THE COMMUNITY IMPACT GRANTS COMMITTEE**

The Honorable Jesica Mackey

- a. Allocation Set-Aside Request
- b. FY 2026 Grant Requests [\[PAGES 270-280\]](#)

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

The Honorable Paul Livingston

- a. Award of Construction - Resurfacing Bid Package U [\[PAGES 281-288\]](#)
- b. Transportation Updates [\[PAGES 289-295\]](#)

**24. OTHER ITEMS**

The Honorable Jesica Mackey

- a. FY25 - District 3 Hospitality Tax Allocations [\[PAGES 296-297\]](#)
  - 1. SC Juneteenth Freedom Festival - \$5,000
- b. FY25 - District 6 Hospitality Tax Allocations [\[PAGES 298-299\]](#)
  - 1. South Carolina Ballet - \$3,000
- c. FY25 - District 9 Hospitality Tax Allocations [\[PAGES 300-301\]](#)
  - 1. Columbia Music Festival Association - \$5,000

**25. EXECUTIVE SESSION**

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

Patrick Wright,  
County Attorney

**26. MOTION PERIOD**

**27. ADJOURNMENT**

The Honorable Jesica Mackey



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



Richland County Council  
Regular Session  
**MINUTES**  
April 15, 2025 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Anette Kirylo, Patrick Wright, Ashiya Myers, Aric Jensen, Kyle Holsclaw, Sandra Haynes, Angela Weathersby, Kenny Bowen, Lori Thomas, Stacey Hamm, Andy Haworth, Michelle Onley, Quinton Epps, Maddison Wilkerson, Judy Carter, Tamar Black, Jennifer Wladischkin, Michael Byrd, Jeff Ruble, Jackie Hancock, Callison Richardson, Sarah Harris, Venyke Harley, Leroy Leroy Cain, Thomas Gilbert, Dante Roberts, and Synithia Williams.

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Honorable Cheryl English led the Invocation.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Jason Branham.
4. **PRESENTATION OF RESOLUTIONS**
  - a. **A Resolution Recognizing the Richland County Animal Care Employees and Declaring April 13-19, 2025, as Animal Care and Control Appreciation Week** – Mr. Livingston moved to adopt the resolution recognizing Richland County Animal Care Employees and declaring April 13-19, 2025, as Animal Care and Control Appreciation Week, seconded by Mr. Pugh.  
  
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton  
  
The vote in favor was unanimous.  
  
Ms. Newton read the resolution into the record. She thanked the staff for the work they do and thank the staff for their response when she was accosted by a neighbor's dog while she was out walking her dog.
  - b. **A Resolution Recognizing April 21-25, 2025, as Community Development Week** – Mr. Pugh moved to adopt the resolution recognizing April 21-25, 2025, as Community Development Week, seconded by Ms. English.  
  
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton  
  
The vote in favor was unanimous.  
  
Ms. English read the resolution into the record.
5. **APPROVAL OF MINUTES**
  - a. **Regular Session: April 1, 2025** – Mr. Weaver moved to approve the minutes as distributed, seconded by Ms. Little.  
  
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton  
  
The vote in favor was unanimous.
6. **ADOPTION OF AGENDA** – Ms. English moved to adopt the agenda as published, seconded by Mr. Livingston.

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

The vote in favor was unanimous.

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

- a. Mid-Year Employee Performance Review [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]
- b. Consultant Contract [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]
- c. 2025 Administrator Evaluation and Contract Renewal [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]

8. **CITIZENS' INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing – No one spoke during Citizens' Input.

9. **CITIZENS' INPUT**

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time)
  1. Sue Kanipe, 72 Hamptonwood Way, Columbia, SC 29209 – MORE Justice
  2. Fred Ange, 201 Jessie Derrick Road, Irmo, SC 29063 – Violation of County Code by Developer
  3. George Salimbo, 1800 Senate Street, Columbia, SC 29201 – Bailey Bill
  4. Joseph Phillips, 2214 Gadsden Street, Columbia, SC 29201 – Columbia Classical Ballet

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Updates for Consideration
  1. *General Updates* – There were no updates.
  2. *Conservation Commission – South Carolina Department of Environmental Services Watershed Plan Development Grant* – Mr. Quinton Epps, Community Planning & Development – Conservation Division Manager, indicated the Conservation Commission will apply for a grant from the South Carolina Department of Environmental Services. The grant will update an existing watershed management plan for the Crane Creek Watershed. He noted there is no match required for the grant.
  3. *Comprehensive Plan Update* – Ms. Synithia Williams, Community Planning & Development Director, reminded Council and the public about the series of public meetings regarding next steps for the Comprehensive Plan. They will present potential future land use scenarios. They are considering an add-on to the original contract to include Nealon Planning's "Community Viz Analysis Tool." This will allow them to generate complex, custom analytics, including scenarios, suitability analysis, build out potential, and impact analysis.

Ms. Newton inquired if the add-on would require Council action.

Ms. Williams responded because the current contract is not to exceed; therefore, it would require Council action in the future.

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

- a. Districts 8 and 9 Town Hall, April 21, 2025, North Springs Park, 1320 Clemson Road, 6:00-7:30 PM – Ms. Anette Kyrlo, Clerk to Council, announced there will be a town hall meeting for Districts 8 and 9 on April 21, 2025, at North Springs Park, 1320 Clemson Road from 6:00-7:30 PM.

12. **REPORT OF THE CHAIR** – No report was given.

13. **APPROVAL OF CONSENT ITEMS**

- a. Case #25-006MA, Denise M. Cannarella, RT to GC (1.65 Acres), 1620 Dutch Fork Road, TMS #R02411-02-03 [THIRD READING] {District 1}
- b. Case #25-007MA, Susan Clements, HM to RT (3.00 Acres), 1531 Wash Lever Road, TMS #R01900-01-22 [THIRD READING] {District 1}
- c. Case #25-009MA, Luella Martin Bolton, HI to RT (3.00 Acres) E/S McCords Ferry Road, TMS #R38900-03-10 [THIRD READING] {District 10}

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

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

The vote in favor was unanimous.

14. **THIRD READING ITEMS**

- a. Case #24-044MAS, Gene Pierce, AG to HM to R3 (51.52 Acres), 1519 and 1525 Hardscrabble Road, TMS #R14600-03-63 and R14600-03-25 {District 7} – Ms. Barron acknowledged there are many Lake Elizabeth residents in attendance tonight. As she has in the past, she has worked with the applicant to ensure the information is provided to the residents and the residents have an opportunity to share their concerns. The developers have been gracious in making changes upon recommendations from community members. We understand that Lake Elizabeth is a very sensitive community regarding water and development due to the 2015 flood and flooding from heavy rainfall. She noted the community was looking for a reduction in density, but the applicant is unwilling to do that.

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

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

The vote in favor was unanimous.

- b. Case #25-010MA, Jared Munneke, HI to R6 (22.35 Acres), 1401 Shop Road, TMS #R11209-02-12 {District 10} – Ms. English moved to approve this item, seconded by Ms. Newton.

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

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

The vote in favor was unanimous.

Ms. English moved to reconsider Items 13(a)-(c) and 14(a) and (b), seconded by Ms. Newton.

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

The motion for reconsideration failed.

15. **SECOND READING ITEMS**

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

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

Opposed: Branham

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

The vote was in favor.

- b. An Ordinance establishing a temporary moratorium on application acceptance, permit issuance, approvals, or other authorizations for demolition, new construction, rezoning, and rehabilitation in the Olympia Mill Village area of unincorporated Richland County; and invoking application of the pending ordinance doctrine – Ms. Terracio moved to approve this item, seconded by Ms. English.

Mr. Weaver inquired when the moratorium would go into effect.

Mr. Wright replied that the moratorium would go into effect after Third Reading. If you invoke the pending ordinance doctrine, applications would be cut off from the date of First Reading.

Mr. Weaver indicated that, at the First Reading, he understood that any application in the pipeline would not be affected until the Third Reading of the ordinance.

Ms. Mackey responded that it was discussed, but was not a part of the motion.

Mr. Weaver asked about the current status of applications.

Assistant County Administrator Aric Jensen indicated that the Council's action on invoking the pending ordinance doctrine will determine how staff proceeds with the applications received.

Mr. Livingston pointed out that he voted against this item on First Reading because of the decision to invoke the pending ordinance doctrine. He believes that it is unfair to the public.

Ms. Terracio stated she would be open to amending her motion not to invoke the pending ordinance doctrine.

Mr. Livingston requested a friendly amendment not to invoke the pending ordinance doctrine.

Ms. Terracio accepted the friendly amendment.



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

Opposed: Branham, Weaver, and Newton

The vote was in favor.

- c. An Ordinance to raise revenue, make appropriations, and adopt FY 2025 Annual Budget for Richland County, South Carolina; authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2024 will provide sufficient revenues for the operations of Richland County Government from July 1, 2024 through June 30, 2025 (Fiscal Year 2025) – Mr. Pugh moved to approve this item, seconded by Mr. Weaver.

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

The vote in favor was unanimous.

16. **FIRST READING ITEM**

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

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

The vote in favor was unanimous.

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

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an amended and restated public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Huger; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

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

Opposed: Branham

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

The vote was in favor.

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

- a. Mid-Year Employee Performance Review [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]  
b. Consultant Contract [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]  
c. 2025 Administrator Evaluation and Contract Renewal [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]

19. **OTHER ITEMS**

- a. FY25 District 4 Hospitality Tax Allocations (SC Juneteenth Festival - \$5,000, SC Philharmonic Orchestra - \$5,000)  
b. FY25 District 6 Hospitality Tax Allocations (Carolina Therapeutic Riding - \$5,000)  
c. FY25 District 8 Hospitality Tax Allocations (SC Juneteenth Festival - \$5,000)  
d. FY25 – District 9 Hospitality Tax Allocations (SC Juneteenth Festival - \$15,000, Post & Courier Foundation - \$7,500)  
e. A Resolution to appoint and commission James Hix Hopp, Jr. as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County  
f. A Resolution Ordering a Public Hearing to be held on the issuance of not exceeding \$10,000,000 general obligation bonds of the East Richland Public Service District and other matters relating thereto

Ms. Newton moved to approve Items 19(a)-(f), seconded by Mr. Pugh.

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

The vote in favor was unanimous.

Mr. Pugh moved to reconsider Items 19(a)-(f), seconded by Ms. Newton.

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

The motion for reconsideration failed.

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

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

The vote in favor was unanimous.

***Council went into Executive Session at approximately 7:02 PM  
and came out at approximately 8:17 PM***

Mr. Livingston moved to come out of Executive Session, seconded by Mr. Pugh.

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

Not Present: Barron

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. **Mid-Year Employee Performance Review [Pursuant to SC Code of Laws, 30-4-70(a)(1)]** – Ms. Newton stated the committee recommended proceeding with the mid-year employee performance review, as discussed in Executive Session.

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

Not Present: Barron

The vote in favor was unanimous.

- b. **Consultant Contract [Pursuant to SC Code of Laws, 30-4-70(a)(1)]** – Ms. Newton stated the committee recommended authorizing the Employee Evaluation and Oversight Ad Hoc Committee Chair to work with Procurement to finalize a consultant contract.

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

Not Present: Barron

The vote in favor was unanimous.

- c. **2025 Administrator Evaluation and Contract Renewal [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]** – Ms. Newton moved to authorize the Council Chair and the Employee Evaluation and Oversight Ad Hoc Committee Chair to proceed with the 2025 Administrator Evaluation and Contract Renewal, as discussed in Executive Session, seconded by Mr. Livingston.

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

Not Present: Barron

The vote in favor was unanimous.

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

22. **ADJOURNMENT** – Ms. Newton moved to adjourn the meeting, seconded by Ms. Terracio.

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

Not Present: Barron

The vote in favor was unanimous.

The meeting adjourned at approximately 8:21 PM.



Richland County Council  
Zoning Public Hearing  
**MINUTES**  
April 22, 2025 – 7:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Anette Kirylo, Patrick Wright, Aric Jensen, Kyle Holsclaw, Michelle Onley, Angela Weathersby, Kenny Bowen, Jackie Hancock, Geo Price, Tommy DeLage, Matthew Smith, Marc Ridlehoover, and Tina Davis-Gooden

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 7:00 PM.
2. **ADDITIONS/DELETIONS TO THE AGENDA** – Mr. Geo Price, Deputy CP&D Director/Zoning Administrator, pointed out there were corrections. The recommendations should be as follows:
  - Case #24-061MA – Planning Commission: Approval; Comprehensive Plan: Compliant
  - Case #25-014MA – Planning Commission: Approval
  - Case #25-016MA – Planning Commission: Approval
3. **WITHDRAWALS/DEFERRALS** – Ms. Barron requested to defer Case #25-005MA to the May 20, 2025, Zoning Public Hearing and Case #25-002MA and Case #25-003MA to the June 24, 2025, Zoning Public Hearing.
4. **ADOPTION OF THE AGENDA** – Mr. Pugh moved to adopt the agenda as amended, seconded by Ms. Barron.

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

The vote in favor was unanimous.

**POINT OF PERSONAL PRIVILEGE**—Ms. Newton stated there is a re-zoning request for a property on Garners Ferry Road and Chain Gang Road that was originally deferred until the May 20, 2025, Zoning Public Hearing. A request has been made to defer the item until the June 24, 2025, Zoning Public Hearing.

5. **OPEN PUBLIC HEARING**

a. **MAP AMENDMENTS**

1. Case #24-055MA,  
Stephanie Daniel  
R3 to GC (1.00 Acres)  
101 and 105 Wynette Way, TMS #R229-14-04-21 and R22914-04-20  
[District 9 – MACKEY] [FIRST READING]

Ms. Mackey opened the floor to the public hearing.

- a. Stephanie Daniel, 101 Wynette Way, Columbia, SC 29229 – Applicant
- b. Juliet Hernandez, 619 Wynette Way, Columbia, SC 29229 – In Favor
- c. Rebecca Nelson, 205 Wynette Way, Columbia, SC 29229 – Opposed
- d. Michael Nieto, 309 Wynette Way, Columbia, SC 29229 – In Favor

The floor for the public hearing was closed.

Ms. Mackey moved to disapprove the re-zoning request, seconded by Ms. English.

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

The vote in favor was unanimous.

2. Case #24-061MA  
Brad Shell  
HM/RT to GC (14.03 Acres)  
10205 Wilson Blvd. and W/S Wilson Blvd.  
TMS #R14900-01-04 and R14900-01-17  
[District 2 – PUGH] [FIRST READING]

Ms. Mackey opened the floor to the public hearing.

No one signed up to speak.

The floor for the public hearing was closed.

Mr. Pugh moved to approve the re-zoning request, seconded by Ms. Barron.

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

The vote in favor was unanimous.

3. The vote in favor was unanimous.  
Case #25-002MA  
Brandon Pridemore  
AG to R3 (198.84 Acres)  
800 Mount Valley Road  
TMS #R12400-02-22  
[District 7 – BARRON] [ FIRST READING]

This item was deferred to the June 24, 2025, Zoning Public Hearing.

4. Case #25-003MA  
Brandon Pridemore  
AG to R3 (111.41 Acres)  
700 Mount Valley Road  
TMS #R12400-02-23  
[District 7 – BARRON] [FIRST READING]

This item was deferred to the June 24, 2025, Zoning Public Hearing.

5. Case #25-005MA  
Michael Schroeder  
R3 to R4 (3.8 Acres)  
520 Todd Branch Drive  
TMS #R17115-01-18  
[District 7 – BARRON] [FIRST READING]

This item was deferred to the May 20, 2025, Zoning Public Hearing.

6. Case #25-014MA  
Gale B. Grayson  
HM to RT (4.89 Acres)  
11321 Monticello Road  
TMS #R05600-02-59  
[District 2 PUGH] [FIRST READING]

Ms. Mackey opened the floor to the public hearing.

Gale Grayson, 11321 Monticello Road, Winnsboro, SC 29180 – Applicant  
Matthew Bright, 295 Lilton Road, Winnsboro, SC 29180 – In Favor

The floor for the public hearing was closed.

Mr. Pugh moved to approve the re-zoning request, seconded by Ms. Barron.

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

The vote in favor was unanimous.

7. Case #25-016MA  
Helen Bryson  
HM to RT (1.82 Acres)  
1036 Langford Road  
TMS #R23400-05-07  
[District 2 – PUGH] [FIRST READING]

Ms. Mackey opened the floor to the public hearing.

No one signed up to speak.

The floor for the public hearing was closed.

Mr. Pugh moved to approve the re-zoning request, seconded by Ms. Barron.

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

The vote in favor was unanimous.

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

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

The vote in favor was unanimous.

The meeting adjourned at approximately 7:20 PM.



## Report of the County Administrator

**REGULAR SESSION** Tuesday, May 6, 2025

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### ITEMS FOR EXECUTIVE SESSION:

PERSONNEL MATTER - GRIEVANCE REVIEWS AND RECOMMENDATIONS [PURSUANT TO S.C. CODE OF LAWS, SEC. 30-4-70(A)(1)]

PROPERTY INQUIRY - 120 CLEMSON ROAD, COLUMBIA, SC 29229, TMS #R25608-01-38 [PURSUANT TO S.C. CODE OF LAWS, SEC. 30-4-70(A)(2) AND 30-4-70(A)(5)]

PROPERTY INQUIRY – NE/S LYKES LN, TMS#R06400- 01-01 [PURSUANT TO S.C. CODE OF LAWS, SEC. 30-4- 070(A)(2)]

PROPERTY INQUIRY – B/S CLEMSON RD EXT, TMS#R25800- 04-01 [PURSUANT TO S.C. CODE OF LAWS, SEC. 30-4-070(A)(2)]

PROPERTY INQUIRY - CAPITAL PROJECTS: COLUMBIA PLACE MALL [PURSUANT TO SC CODE OF LAWS, SEC. 30-4-70(A)(2)]

### UPDATES FOR CONSIDERATION:

GENERAL UPDATES

INTRODUCTION OF NEW DEPARTMENT DIRECTORS

- Brittany Hammond, Director of Budget & Strategic Performance
- Eric Williams, Director of Operational Services

LEADERSHIP SOUTH CAROLINA 2025 GRADUATE ACKNOWLEDGMENT

County Administrator Leonardo Brown is a recent graduate of Leadership South Carolina Class of 2025. Leadership South Carolina, established in 1979 by the Governor's Office and the South Carolina business community, is the oldest and most respected of the state's leadership programs. The nine-month program provides its candidates the opportunity to enhance their leadership qualities while broadening their understanding of issues facing the state.

COMPREHENSIVE PLAN MEETING DATES: (All meetings listed will be held from 5 pm to 7 pm.)

Monday, May 1	Edventure Children's Museum	211 Gervais St, Columbia, SC
Wednesday, May 7	Ballentine Community Center	1009 Bickley Rd, Irmo, SC
Monday, May 12	North Springs Community Center	1320 Clemson Rd, Columbia, SC
Wednesday, May 14	Doko Manor	100 Alvina Hagood Cir, Blythewood, SC
Wednesday, May 21	Garners Ferry Adult Activity Center	8620 Garners Ferry Rd, Hopkins, SC



## ADMINISTRATOR'S NOMINATION:

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

REQUEST FOR LETTER OF SUPPORT – BROOKDALE PLACE – WORKFORCE HOUSING: The developer has requested a letter of support from the County in its efforts to secure state funding. The proposed Brookdale Place 11.34 acres site is located at 9850 Two Notch Road in Columbia, Richland County, SC.

COMMUNITY PLANNING & DEVELOPMENT - COMPREHENSIVE PLAN – NEALON PLANNING CHANGE ORDER SCOPE AMENDMENT 1: Staff recommends increasing the contractual amount of the Nealon Planning agreement by \$13,100 to approve additional work for data accuracy and the Optional CommunityViz Model for the Comprehensive Plan Update.

## ATTACHMENTS:

1. Department Director Biographies
2. Brookdale Place Development Information
3. Agenda Briefing: Community Planning & Development - Comprehensive Plan – Nealon Planning Change Order Scope Amendment 1

## Welcome to the Team

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Brittany N. Hammond, MBA

*Director of the Office Budget & Strategic Performance,*

Brittany N. Hammond is a financial management executive with over a decade of experience in strategic budgeting, grants administration, and fiscal operations across state government, higher education, and nonprofits.

She has served as Chief Financial Officer at the South Carolina Department of Labor, Licensing and Regulation, and Chief of Finance and Administration at the South Carolina Emergency Management Division, where she managed multimillion-dollar budgets, improved compliance, secured new revenue, and enhanced operational efficiency. Brittany also led staff development initiatives that boosted morale and productivity.

Previously, as Director of Grants and Contracts at the University of South Carolina, she improved grant management, recovered indirect costs, and fostered a collaborative, solutions-oriented environment. She has represented agencies at legislative hearings, building strong cross-agency partnerships. Brittany holds a Master of Business Administration from Walden University, a Bachelor of Science in Criminal Justice from USC Upstate, and an Associate's Degree in Criminal Justice from Midlands Technical College.

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### Eric Williams

*Director of Operational Services*

Eric Williams is a seasoned government executive with over 20 years of public sector experience, previously serving as the Deputy Director of Operational Services for Richland County. In this role, he managed the planning, development, and maintenance of County facilities and infrastructure, providing critical leadership in project management, capital improvements, emergency response, and inter-agency coordination.



Eric brings a comprehensive background in building inspection, project management, code enforcement, floodplain management, and ADA coordination, having held progressively responsible leadership positions across multiple municipalities. His expertise spans from interpreting complex codes and overseeing construction compliance to managing large multidisciplinary teams and facility operations.

As the Building Official for the Town of Fort Mill, he played a pivotal role in the development and construction of Kingsley, a \$500 million mixed-use development that houses the headquarters of Fortune 500 companies LPL Financial and Lash Group, along with retail spaces, apartments, offices, and hotels.

Eric holds a Master of Business Administration from Limestone College and is a certified Master Code Professional through the International Code Council (ICC). He also holds multiple South Carolina licenses including Building Official, Home Builder, and Home Inspector. Additionally, Eric is a certified ICC and SC LLR Building Codes Instructor who has successfully taught multiple courses that have led to the certification of numerous Building and Code Officials throughout the state. Known for his operational insight, collaborative leadership, and commitment to excellence, Eric continues to drive improvements that enhance public safety, accessibility, and community resilience.

## Report of the County Administrator Attachment 2

**From:** [Patrick Palmer](#)  
**To:** [LEONARDO BROWN](#)  
**Subject:** Support Letter Request for Brookdale Place Workforce Housing Development  
**Date:** Wednesday, April 23, 2025 2:11:54 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[25-03\\_SL-1\\_Site Layout-11X17.pdf](#)  
[Brookdale Place- Narrative.pdf](#)  
[Brookdale Place- Sample State Credit Support Letter.docx](#)

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**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Brown,

We are currently working to bring much-needed workforce housing to the County through a proposed development at 9850 Two Notch Road, known as Brookdale Place. As you know, securing state funding is a key component of making this project a reality. One of the critical requirements for the funding application is a letter of support from the local municipality confirming that the County is in favor of adding this housing.

While it may seem like a formality, the letter carries significant weight with the state in demonstrating local alignment and support. To help streamline the process, I've attached background information on the project as well as a draft letter of support for your review and consideration. Please feel free to make any changes you see fit.

If you are comfortable with the contents, I would be grateful if you could print the letter on Richland County letterhead, sign it, and send it back to me at your earliest convenience so we can include it in our submittal package to the state.

Of course, I'm happy to answer any questions or discuss any specifics of the site or project in more detail if helpful.

Thank you so much for your time and consideration.

**Patrick Palmer, CCIM**

Principal | Director of Retail Services | [Bio](#) | [Website](#)

Cell 803.556.3340



[Sign-Up](#) to receive our market reports

**NAI**Columbia

807 Gervais Street, Suite 200 | Columbia, SC 29201

IMPORTANT NOTICE: Never trust wiring instructions sent via email. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without verifying that the instructions are correct. NAI Columbia is an affiliate of NAI Global and works in partnership with [NAI Earle Furman](#) in Greenville, SC, and [NAI Piedmont Triad](#) in Greensboro, NC.

### **Brookdale Place, Columbia, SC**

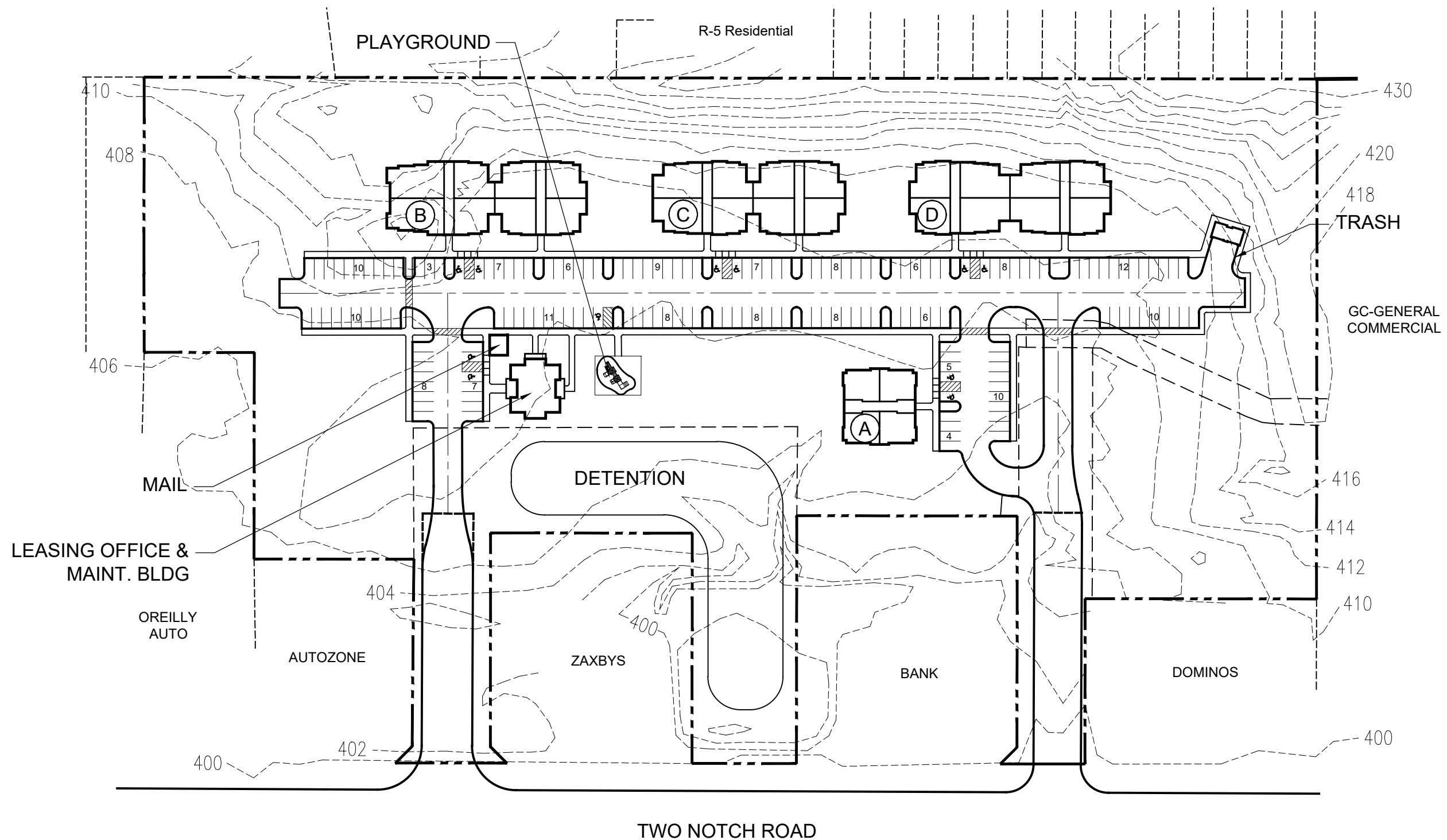
The proposed Brookdale Place development site is located at 9850 Two Notch Road in Columbia, Richland County, SC. The site is 11.34 acres and zoned GC which allows multifamily development.

The proposed development will consist of 80 apartment units targeting families with incomes ranging from 20% to 70% AMI. The unit mix will consist of (8) one bedroom/one bath units, (48) two bedroom/one bath units, (18) three bedroom/two bath units and (6) four bedroom/two bath units. Unit square footages and proposed rents are as follows:

	Units	Gross Rent	Utility Allowance	Tenant Rent	Unit Sq Footage
<b>LIHTC Rents (20%)</b>					
<b>1 BR</b>	4	323	150	173	840
2 BR	4	387	202	185	1030
<b>LIHTC Rents (50%) PBV UNITS</b>					
1 BR	3	808	150	658	840
2 BR	6	952	202	750	1030
3 BR	9	1103	263	840	1245
4 BR	2	1251	322	929	1350
<b>LIHTC Rents (60%)</b>					
1 BR	1	958	150	808	840
2 BR	36	1142	202	940	1,030
3 BR	9	1333	263	1070	1,245
4 BR	4	1471	322	1149	1,350
<b>LIHTC Rents (70%)</b>					
2 BR	2	1292	202	1090	1,030

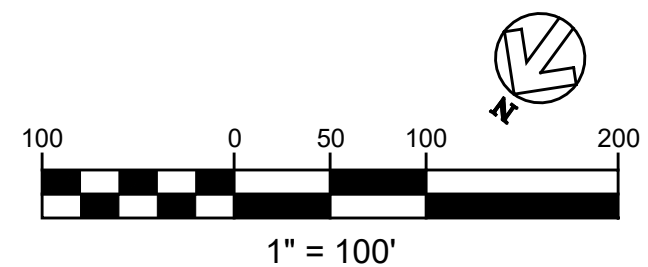
There will be a total of four (4) residential buildings and an office/community building. The community building will feature a computer center, an exercise room, the on-site laundry and offices for the on-site property manager and maintenance personnel. Exterior amenities include a playground, a gazebo and outdoor sitting. Unit amenities include ceiling fans, Energy Star appliances such as a dishwasher, refrigerators and garbage disposal, above the range microwaves, mini-blinds throughout, and washer dryer hook-ups. The development will be built to meet the 3.0 Energy Star Certification.

The total development cost is estimated at \$22.7 million dollars. The sources of funds will consist of conventional debt, federal tax credits, SC state tax credits and other soft funds.



BUILDING BREAKDOWN					
BUILDING TYPE	1 BR	2 BR	3 BR	4 BR	TOTAL
A	8				8
B		18		6	24
C		18	6		24
D		12	12		24
TOTALS	8	48	18	6	80

171 PARKING SPACES





**RICHLAND COUNTY GOVERNMENT  
ADMINISTRATION**

2020 Hampton Street, Suite 4069, Columbia, SC 29204  
P 803-576-2050 | F 803-576-2137 | TDD 803-576-2045  
richlandcountysc.gov



May 1, 2025

Connelly Development, LLC  
T. Kevin Connelly  
125 Old Chapin Road  
Lexington, SC 29072

RE: Brookdale Place  
9850 Two Notch Road  
Columbia, SC 29223  
Tax Map #R22803-03-20 and a portion of #R22802-01-11

Dear Mr. Connelly:

Thank you for sharing information on the proposed Brookdale Place housing development to be located at 9850 Two Notch Road in Columbia. It is my opinion that affordable housing is an important and valuable asset to our area and will help attract quality businesses to the surrounding community. The proposed development will help provide much needed safe and affordable housing to Richland County.

It is my understanding that you are applying to SC State Housing Finance and Development Authority for state and federal tax credits as part of the financing for the development. It is my sincere hope that you are successful in obtaining the funding needed in order to see this proposal through to fruition.

Please feel free to contact me at 803-576-2060 if I can be of further assistance as you move forward with the development.

Sincerely,

Leonardo Brown  
Richland County Administrator

**Agenda Briefing**

Prepared by:	Synithia Williams	Title:	Director
Department:	Community Planning & Development	Division:	
Date Prepared:	April 8, 2025	Meeting Date:	May 6, 2025
Legal Review	Patrick Wright via email	Date:	April 29, 2025
Budget Review	Maddison Wilkerson via email	Date:	April 16, 2025
Finance Review	Stacey Hamm via email	Date:	April 16, 2025
Approved for consideration:		Assistant County Administrator	Aric A Jensen, AICP
Meeting/Committee	Regular Session		
Subject	Nealon Planning Change Order #1: Comprehensive Plan Update		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends increasing the contractual amount of the Nealon Planning agreement by \$13,100 to approve additional work for data accuracy and the Optional CommunityViz Model for the Comprehensive Plan Update.

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 enough funding in the Professional Service line item of the Neighborhood Redevelopment budget to cover the additional cost.

*Applicable fund, cost center, and spend category:*

**Fund:** 1210

**Cost Center:** 6500

**Spend Category:** Professional Service

**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:

Consent Item 13. O: *Community Planning & Development – Planning Services – 2025 Comprehensive Plan Update*

“...to approve Items 13(m) – 13(o)...”

Council Member	The Honorable Chakisse Newton, District 11
Meeting	Regular Session
Date	July 2, 2024

#### STRATEGIC & GENERATIVE DISCUSSION:

CommunityViz is an analysis tool that allows planners to generate complex, custom analytics, including scenarios, suitability analysis, build out potential, and impact analysis. The process generates quantitative data on the potential impacts that future land use scenarios could have on the County’s resources. This data can also serve as a benchmark and as a resource to guide future projects. Staff recommends including this addition for \$13,100. The original project award was less than the budgeted amount approved by Council, so there is already funding in the Community Planning and Development budget to cover this addition.

The future land use scenarios are an important part of determining how the County will grow. Nealon Planning included an option in their original Cost Proposal to run the various scenarios through the CommunityViz Model, but staff recommended not including it in the bid award because it was not known at that time if it would be beneficial. As the project passes the one third point, Staff has determined that the CommunityViz modeling would enhance the process and improve outcomes.

The additional work for data accuracy includes time associated with verifying if County's parcels listed as unimproved or vacant truly are. In some instances, parcel data does not include building information, but upon further inspection a building or facility is located on the property. This updated information will be provided to the County for future use and can be incorporated into the County's parcel data.

#### ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

*Objective:* Evaluate the community specific capacity for additional shopping and amenity recruitment: The CommunityViz model will create a suitability analysis related to locations chosen for shopping and amenity development.

*Objective:* Establish process to prioritize initiatives to align with available resources: Modeling preferred development patterns in designated areas across Richland County will facilitate the allocation of resources in a prioritized manner.

*Objective:* Establish plans and success metrics that allow for smart growth: The CommunityViz Model will provide metrics and data analysis associated with various growth patterns which help determine the most suitable locations for implementing smart growth initiatives.

*Objective:* Coordinate departments to prepare for anticipated growth in areas by providing water, sewer, and roads in necessary locations: Aligning with other departments to assess potential

infrastructure requirements will enable the strategic development of short and long-term funding measures as needed.

**SUMMATIVE OVERALL COUNTY IMPACT:**

- Utilizing this model improves County operations by providing staff with the quantitative data needed to make decisions about growth and development.
- The model shows citizens different ways the County can grow and provides data to help the public make informed decisions about how they'd like to see the County grow.
- The final land use scenario will go into the model and provide a benchmark on anticipated growth and development which can be used to measure progress toward achieving the goals in the Comprehensive Plan.
- The data provided in the model for the final land use scenario can be used by other County departments to anticipate the needs for future infrastructure related to development.
- The data provided in the model will provide County Council with information they can use to identify areas for further study, prioritization and reinvestment.

**ATTACHMENTS:**

1. Richland County 2025 Comprehensive Plan Change Order No. 1



PO Box 2552  
Hickory, NC 28603  
P: (704) 904-0219

## CHANGE ORDER

PROJECT NAME: Richland County 2025 Comprehensive Plan

CHANGE ORDER #: 1\_rev

TO: Mr. Leonardo Brown, County Administrator  
Richland County, South Carolina

CHANGE ORDER DATE: 04/15/25

CC: Mr. Aric Jensen, Assistant County Administrator

PROJECT #: 24305

Ms. Synithia Williams, Director, Community Planning & Development DATE OF CONTRACT: 08/13/24

Mr. Geo Price, Zoning Administrator

The above reference contract is changed as follows:

Description	Amount
Additional Services - Task 2.1.1 O - Addition of the CommunityViz Model	\$ 9,500.00
Additional Services - Task 1.4 - Additional work for data accuracy (refer to Scope of Work)	\$ 3,600.00
<hr/>	
The original contract amount ..... (Excluding any hourly and expense phases)	\$ 245,462.50
Net change by previous change orders..... (Excluding any hourly and expense phases)	\$ -
Net change by this change order..... (This is a not-to-exceed, or "NTE," amount.)	\$ 13,100.00
Revised contract amount..... (Excluding any hourly and expense phases)	<u>\$ 258,562.50</u>

***All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract.***

NOT VALID UNLESS SIGNED BY ALL PARTIES

**NEALON PLANNING, PLLC**  
CONSULTANT

**RICHLAND COUNTY**  
CLIENT NAME ("CONSULTANT")

Signature

Signature

Margaret Nealon for Nealon Planning, PLLC

Mr. Leonardo Brown, County Administrator  
for Richland County, South Carolina

Date

Date

## Richland County Council Request for Action

**Subject:**

Case #24-061MA  
Brad Shell  
HM/RT to GC (14.03 Acres)  
10205 Wilson Blvd. and W/S Wilson Blvd.  
TMS #R14900-01-04 and R14900-01-17

**Notes:**

First Reading: April 22, 2025  
Second Reading: May 6, 2025  
Third Reading: May 13, 2025  
Public Hearing: April 22, 2025



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-25HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # R14900-01-04 AND R14900-01-17 FROM HOMESTEAD DISTRICT (HM) AND RESIDENTIAL TRANSITION DISTRICT (RT) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R14900-01-04 and R14900-01-17 from Homestead District (HM) and Residential Transition District (RT) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2025.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Jesica Mackey, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025

\_\_\_\_\_  
Anette A. Kirylo  
Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

Public Hearing:        April 22, 2025  
First Reading:        April 22, 2025  
Second Reading:      May 6, 2025  
Third Reading:        May 13, 2025

## Richland County Council Request for Action

**Subject:**

Case #25-014MA  
Gale B. Grayson  
HM to RT (4.89 Acres)  
11321 Monticello Road  
TMS #R05600-02-59

**Notes:**

First Reading: April 22, 2025  
Second Reading: May 6, 2025  
Third Reading: May 13, 2025  
Public Hearing: April 22, 2025

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-25HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R05600-02-59 FROM HOMESTEAD DISTRICT (HM) TO RESIDENTIAL TRANSITION DISTRICT (RT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R05600-02-59 from Homestead District (HM) to Residential Transition District (RT).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2025.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Jesica Mackey, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025

\_\_\_\_\_  
Anette A. Kirylo  
Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

Public Hearing:	April 22, 2025
First Reading:	April 22, 2025
Second Reading:	May 6, 2025
Third Reading:	May 13, 2025

## Richland County Council Request for Action

**Subject:**

Case #25-016MA  
Helen Bryson  
HM to RT (1.82 Acres)  
1036 Langford Road  
TMS #R23400-05-07

**Notes:**

First Reading: April 22, 2025  
Second Reading: May 6, 2025  
Third Reading: May 13, 2025  
Public Hearing: April 22, 2025

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-25HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R23400-05-07 FROM HOMESTEAD DISTRICT (HM) TO RESIDENTIAL TRANSITION DISTRICT (RT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R23400-05-07 from Homestead District (HM) to Residential Transition District (RT).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2025.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Jesica Mackey, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025

\_\_\_\_\_  
Anette A. Kirylo  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing:	April 22, 2025
First Reading:	April 22, 2025
Second Reading:	May 6, 2025
Third Reading:	May 13, 2025

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Dr. John M. Thompson	<b>Title:</b>	Assistant County Administrator
<b>Department:</b>	Administration	<b>Division:</b>	
<b>Date Prepared:</b>	March 7, 2025	<b>Meeting Date:</b>	April 22, 2025
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	April 15, 2025
<b>Budget Review</b>	Maddison Wilkerson via email	<b>Date:</b>	April 7, 2025
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 4, 2025
<b>Approved for consideration:</b>			
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	"I move to direct the County Administrator to research and present the options for Richland County to enact a Hate Crimes Ordinance."		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends approval of the Hate Crimes Ordinance.

Request for Council Reconsideration: ☐ Yes

**FIDUCIARY:**

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

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

There are costs associated with training individuals to positively identify a hate crime as defined in the proposed ordinance. These costs may be associated with training existing staff or utilizing a third party consultant (trainer). Staff anticipates stakeholders in the Sheriff's Department, the Solicitor's Office, the Public Defender's Office, and the judicial center will receive training on this ordinance should County Council pass it. The cost is unknown at this time.

The Office of Community Oriented Policing Services (COPS Office), a component of the U.S. Department of Justice, offers the Collaborative Reform Initiative Technical Assistance Center (CRI-TAC) program. This program provides "critical and tailored technical assistance resources to state, local, territorial, and tribal law enforcement agencies on a wide variety of topics" – to include "Addressing Hate Crimes." CRI-TAC is a public service and is offered at no-cost.

The Bureau of Justice Assistance (BJA) also provides resources, including training and technical assistance. Some of the BJA programs focus on investigating and prosecuting hate crime offenses, such as the Hate Crimes Training & Technical Assistance Program.

Both the DOJ and BJA offer grant programs that support hate crimes programs of law enforcement agencies, researchers, community organizations, and service providers. Many of grants are offered annually. These grants may be used to offset the impact to the County's budget.

*Applicable fund, cost center, and spend category:* to be determined

#### 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:

Presently, there is no South Carolina state law related to hate crimes; however, there are numerous federal laws.

- The Public Health and Welfare (Violations; Penalties), 42 U.S.C. § 3631.
- Federally Protected Activities, 18 U.S.C. § 245.
- That Matthew Shepard and James Byrd, Jr. Hate Crimes Prevention Act of 2009, 18 U.S.C. § 249.
- Criminal Interference with Right to Fair Housing, 42 U.S.C. § 3631.
- Damage to Religious Property, Church Arson Prevention Act, 18 U.S.C. § 247.
- The COVID-19 Hate Crimes Act, 34 U.S.C. § 30501.
- The Khalid Jabara and Heather Heyer National Opposition to Hate, Assault, and Threats to Equality Act of 2021, 34 U.S.C. § 30507.
- Violent Interference with Federally Protected Rights, 18 U.S.C. § 245.
- Conspiracy Against Rights, 18 U.S.C. § 241.

#### MOTION OF ORIGIN:

"I move to direct the County Administrator to research and present the options for Richland County to enact a Hate Crimes Ordinance."

Council Member	The Honorable Tyra Little, District 3 & the Honorable Allison Terracio, District 5
Meeting	Regular Session
Date	February 4, 2025

#### STRATEGIC & GENERATIVE DISCUSSION:

In preparing this draft Hate Crimes Ordinance, staff reviewed hate crimes ordinances from the Town of Arcadia Lakes, City of Columbia, City of Wellford, City of Charleston, and the City of Myrtle Beach as well as a general hate crimes bill introduced to the South Carolina Senate on January 14, 2025. Similar to the ordinances adopted by the aforementioned municipalities and language in the proposed Senate bill, the draft Hate Crimes Ordinance for Richland County establishes the purpose of the proposed ordinance, defines a hate crime and hate material, and provides the penalties for violators of the ordinance.

#### ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

**Goal:** Establish Operational Excellence

*Objective:* Define and develop a plan to ensure equitable services for all citizens that promotes diversity and inclusion.

**ATTACHMENTS:**

1. 2023 Hate Crime Statistics
2. Town of Arcadia Lakes Hate Crimes Ordinance
3. City of Columbia Hate Crimes Ordinance
4. City of Charleston Hate Crimes Ordinance
5. City of Wellford Hate Crimes Ordinance
6. City of Myrtle Beach Hate Crimes Ordinance
7. Proposed Senate Bill S. 57
8. Proposed Ordinance



# Hate Crimes | United States Department of Justice | Hate Crimes

 [justice.gov/hatecrimes/state-data/south-carolina](https://justice.gov/hatecrimes/state-data/south-carolina)

September 27, 2022

[Hate Crime Statistics](#)[Case Examples](#)[News](#)

[Resources](#) [DOJ Offices](#)

## 2023 Hate Crime Statistics for South Carolina\*

### Bias Motivation Categories by Year

Bias Motivation Category	2021	2022	2023
Race/Ethnicity/Ancestry	49	40	70
Religion	32	13	26
Sexual Orientation	21	10	9
Disability	2	0	3
Gender	0	0	2
Gender Identity	3	2	5
<b>Total:</b>	107	65	115

### Types of Crime

Crimes Against Persons	64	49.2%
Crimes Against Property	48	36.9%
Crimes Against Society	18	13.8%

### Bias Motivation Categories

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<b>Race/Ethnicity/Ancestry</b>	70	60.9%
<b>Religion</b>	26	22.6%
<b>Sexual Orientation</b>	9	7.8%
<b>Disability</b>	3	2.6%
<b>Gender</b>	2	1.7%
<b>Gender Identity</b>	5	4.3%

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\*2021 was the first year that the annual hate crimes statistics were reported entirely through the National Incident-Based Reporting System (NIBRS). As a result of the shift to NIBRS-only data collection, law enforcement agency participation in submitting all crime statistics, including hate crimes, fell significantly from 2020 to 2021.

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## Resources

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The resources below include specific examples, experiences, or information related to South Carolina.

Go to the [Resources page](#) to access all resources.

### Publication | National Institute of Justice (OJP) | Law Enforcement, Prosecutors

[Notes from the Field: Maintaining Vigilance to Combat Terrorism](#)

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## DOJ Offices

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**Columbia**  
151 Westpark Boulevard  
Columbia, SC 29210

T: 803.551.4200  
[columbia.fbi.gov](http://columbia.fbi.gov)

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### FBI Field Office



**South Carolina (Columbia)**  
[www.justice.gov/usao-sc/contact-us](http://www.justice.gov/usao-sc/contact-us)

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### U.S. Attorney's Office



**Southeastern Regional Office**  
61 Forsyth Street SW  
Suite 7B65  
Atlanta, GA 30303

T: 404.331.6883  
F: 404.331.4471  
[askcrs@usdoj.gov](mailto:askcrs@usdoj.gov)

**Southeastern Field Office**  
51 SW First Avenue  
Suite 624  
Miami, FL 33130

T: 305.536.5206  
F: 305.536.6778  
[askcrs@usdoj.gov](mailto:askcrs@usdoj.gov)

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### CRS Regional Offices

Updated February 3, 2025

STATE OF SOUTH CAROLINA )

)

**Ordinance No. 2024-002**

TOWN OF ARCADIA LAKES )

WHEREAS, the residents and visitors of the Town of Arcadia Lakes are a diverse collection of individuals representing diverse races, colors, creeds, religions, ancestries, sexual orientations, genders, gender identities, physical and mental disabilities, and national origins; and

WHEREAS, the Town of Arcadia Lakes values and wishes to protect its residents and visitors irrespective of their race, color, creed, religion, ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin; and

WHEREAS, crimes that are motivated by bias or hate towards any person or persons, in whole or in part, because of the actual or perceived race, color, creed, religion, ancestry, sexual orientation, gender, gender identity, physical or mental disability, or national origin of any person are an affront to the values held by the Town; and

WHEREAS, the State of South Carolina has yet to adopt a statewide Hate Crime Legislation, and is only one of two states in the United States who have yet to adopt such protections for its citizens and visitors; and

WHEREAS, the Town of Arcadia Lakes desires to enact a new section of its Code of Ordinances in order to protect its residents and visitors and deter crimes motivated by bias or hate towards any person or persons, in whole or in part, because of the actual or perceived race, color, creed, religion, ancestry, sexual orientation, gender, gender identity, physical or mental disability, or national origin of any person, and provide separate appropriate penalties in addition to the punishment for the underlying violation of the ordinances of the Town; and

WHEREAS, Arcadia Lakes Town Council has the authority to enact new sections of its Code of Ordinances when deemed to be in the best interest of the town's citizens, and it now desires to do so, as displayed below.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Councilmembers of the Municipality of Arcadia Lakes, in Council assembled, Section 3-318 of the Arcadia Lakes Code of Ordinances titled *Hate Intimidation* is hereby enacted to specifically read as follows:

### **Section 3-318 HATE INTIMIDATION.**

(A) A person who violates an offense as prohibited by Chapter 3, Article III of the Town of Arcadia Lakes Code of Ordinances, any act or omission which is prohibited or declared unlawful under this Code of Ordinances, or any provision of State law within the municipal limits of the Town of Arcadia Lakes, with the intent to intimidate a person or persons, in whole or in part, because of the actual or perceived race, color, creed, religion, ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin of any person is guilty of the separate offense of hate intimidation and shall be punished as provided in section (B) here within. Sentences

shall run consecutive to one another unless the Court specifies on the record good cause why they should run concurrently.

(B) Fines imposed under this section for contemporaneous or concurrent violations of this section shall be assessed for each violation,

(1) A violation of this section shall be a misdemeanor and punishable by a fine of not more than \$500.00 and/or by imprisonment for not more than 30 days. The sentence imposed must be consecutive to the sentence for the underlying criminal offense unless the Court articulates on the record the reasons why the sentences should run concurrently.

(2) The Court may impose community service or participation in an educational program for violation of this Section.

(3) Any sentence may be suspended upon the defendant's completion of appropriate education, counseling, or community service employment as ordered by the Court.

(4) The Court may also designate that all or part of the fine be directed to support programs designed to combat bias based on ethnicity, national origin, color, religion, sexual orientation, gender and gender identity, or physical or mental disability.

(C) Restitution authorized. In addition to the penalties provided for above, the Court may order restitution up to the limits of the Court's jurisdiction for damages sustained by the victim of this offense directly related to the commission of the crime, which may include compensation for medical bills, counseling or therapy or damage to property sustained by the victim as a result of the underlying criminal offense.

**ENACTED IN REGULAR MEETING**, this 2<sup>nd</sup> day of May, 2024.

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**Mark W. Huguley, Mayor**

**ATTEST:**

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**Elizabeth Krajewski, Clerk/Treasurer**

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**Scott Elliott, Town Attorney**

First reading: April 4, 2024

Final reading: May 2, 2024

**ORDINANCE NUMBER NO.: 2019-062**

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,  
Chapter 14, Offenses and Miscellaneous Provisions, Article I, In General, to add  
Sec. 14-8 Hate intimidation*

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this 17th day of December, 2019, that the 1998 Code of Ordinance of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article I, In General, is amended to add Sec. 14-8 Hate intimidation, to read as follows:

**Sec. 14-8. Hate intimidation.**

(a) A person who violates Sec. 10-34, 12-8, 14-5, 14-31, 14-91, 14-92, 14-93, 14-94, 14-97, 14-101, 14-102, 14-104, 14-263, 15-1 or 22-72 with the intent to intimidate a person in whole or in part because of the actual or perceived race, color, creed, religion, ancestry, gender, sexual orientation (as defined in Sec. 11-503), disability (as defined in Sec. 11-503) **gender identity, expression** or national origin of any person is guilty of the separate offense of hate intimidation and shall be punished as provided by Sec. 1-5. The sentences shall run consecutive to one another unless the court specifies on the record good cause why they should run concurrently.

(b) Fines imposed under this section for contemporaneous or concurrent violations of this section shall be assessed for each violation.

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

(d) All fines paid and collected pursuant to this section shall be used to support educational programs. (e) As used in this section "educational program" shall mean an educational program approved by the city that is conducted by a public or not-for-profit entity within the city limits and that provides training relating to the harm or damage to individuals or society caused by bigotry on the basis of race, color, creed, religion, ancestry, gender, sexual orientation, disability or national origin.

Requested by:

Mayor Benjamin \_\_\_\_\_

\_\_\_\_\_  
Mayor

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

Introduced: 8/20/2019

Final Reading: 9/17/2019



Ratification  
Number 2023-237

## A N O R D I N A N C E

TO AMEND CHAPTER 21-OFFENSES; ARTICLE I-IN GENERAL; SECTION 21-1-HATE INTIMIDATION.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That Chapter 21-Offenses; Article I-In General; Section 21-1-Hate Intimidation will be amended by adding the text shown below with a double-underline and deleting text shown below with a ~~strike-through~~:

A person who violates another section of this chapter with the intent to intimidate another person or persons in whole or in part because of the actual or perceived race, color, creed, religion, ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin of the other person or persons, including any act of antisemitism, is guilty of the separate offense of hate intimidation and shall be punished as provided by section 1-16. The sentences shall run consecutive to one another unless the court specifies on the record reason why they should run concurrent. For purposes of this section, 'antisemitism' refers to the definition set forth by the International Holocaust Remembrance Alliance (IHRA).

Section 2. That this Ordinance shall become effective upon ratification.

Ratified in City Council this 28<sup>th</sup> day of November in the year of Our Lord, 2023, in the 248<sup>th</sup> Year of the Independence of the United States of America.

By: [Signature]  
John J. Tecklenburg, Mayor

ATTEST: By: [Signature]  
Jennifer Cook  
Clerk of Council



STATE OF SOUTH CAROLINA )

COUNTY OF SPARTANBURG )

ORDINANCE NO:2024-0806-01

CITY OF WELLFORD )

.....

**AN ORDINANCE ESTABLISHING PENALTIES FOR HATE CRIMES**

**WHEREAS**, the State of South Carolina has yet to adopt a statewide Hate Crime statute; and the City of Wellford is responsible with protecting the health, safety, and welfare of our community and to enact ordinances of any nature that are not prohibited by law, or the Constitution of the United States as stated in 5-13-30 (9-10) of the South Carolina Code of Laws. The City of Wellford values the diversity of our community.

**WHEREAS**, the City of Wellford acknowledges it must protect its residents and visitors from intimidation, threats, crimes, hate, and towards a person because of their actual or perceived ethnicity, national origin, color, religion, sexual orientation, gender, gender identity, social identity and/or physical or mental disabilities. This ordinance is to help deter crimes motivated by bias or hate towards any person or persons.

(a) Any person(s) who violate(s) this ordinance with the intent to intimidate or harass a person(s) because of the actual or perceived race, ethnicity, national origin, color, religion, sexual orientation, gender, gender identity, social identity and/or physical or mental disabilities is guilty of a separate offense of hate crimes and shall be punished as provided in item (b) here within.

(b) Penalties. A violation of this section shall be a misdemeanor punishable by a fine of not more than \$500.00, and/or imprisonment for not more than thirty (30) days. The sentence imposed must be consecutive to the sentence for the underlying criminal offense unless the court articulates on the record the reasons why the sentences should run concurrently. Any sentence may be suspended on completion of appropriate education, counseling, or community service by the defendant as ordered by the court.



(c) Restitution. In addition to the penalties provided above, the Court may order restitution for any damages sustained by the victim of offenses directly related to the commission of the crime. This restitution may include but not limited to, medical bills, counseling or therapy, or any property damage that was sustained by the victim as a result of the criminal offense.


(d) In addition, no person(s) shall disseminate hate material on any public property or on any commercial property, or residential property without the permission of the owner of the residential property within the city limits of Wellford. "Hate material" is defined as content which advocates or promotes genocide or hatred against a group of people based on religion, race, gender, ethnicity, gender identity, sexual orientation, national origin, and/or any type of disability.

It is further ordained by the City Council of the City of Wellford that all Ordinances in conflict with this Ordinance are hereby repealed.


**DONE AND RATIFIED** in Council assembled on this 3rd day of September 2024.

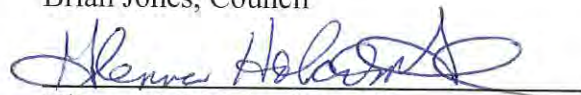
First Reading: August 6, 2024

Second and Final Reading: September 3, 2024

  
Patricia Watson, Mayor

**ATTEST:**

  
Ladeana Mabe, Municipal Clerk  
City of Wellford, South Carolina

Brian Jones, Council  
  
Glenna Holcombe, Council

  
Wymond Wilkins, Council  
  
Paige Bain, Council

## ORDINANCE 2024-21

CITY OF MYRTLE BEACH )  
 COUNTY OF HORRY )  
 STATE OF SOUTH CAROLINA )  
 TO ENACT SECTION 14-200 OF THE  
 CITY OF MYRTLE BEACH CODE OF  
 ORDINANCES ENTITLED *HATE  
 INTIMIDATION*

**WHEREAS**, the residents and visitors of the City of Myrtle Beach are a diverse collection of individuals representing a multitude of races, colors, creeds, religions, ancestries, sexual orientation, genders, gender identities, physical and mental disabilities, and national origins; and

**WHEREAS**, the City of Myrtle Beach values and wishes to protect its residents and visitors irrespective of their race, color, creed, religion, ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin; and

**WHEREAS**, crimes that are motivated by bias or hate towards any person or persons, in whole or in part, because of the actual or perceived race, color, creed, religion, ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin of the person are an affront to the values held by the City; and

**WHEREAS**, the City of Myrtle Beach desires to protect residents and visitors from crimes motivated by bias or hate but also recognizes that some incidents involving bias or hate – while contrary to the values held by the City - do not rise to the level of a criminal act and, likewise, that not all criminal acts towards a member or members of a protected class are motivated by bias or hate; and

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

**WHEREAS**, the City of Myrtle Beach desires to enact a new section of its Code of Ordinances to protect its residents and visitors and deter crimes motivated by bias or hate towards any person or persons, in whole or in part, because of the actual or perceived race, color, creed, religion, ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin of the person, and provide separate appropriate penalties in addition to the punishment for the underlying violation of the ordinances of the City or the laws of the State; and

**NOW, THEREFORE, IT IS HEREBY ORDAINED** by the Mayor and Councilmembers of the City of Myrtle Beach that Section 14-200 of the Myrtle Beach Code of Ordinances titled *Hate Intimidation* is hereby enacted to specifically read as follows:

**§ 14-200 HATE INTIMIDATION.**

(a) A person who commits a crime in violation of Chapter 14 of the City of Myrtle Beach Code of Ordinances or any other City Ordinance or in violation of State law within the municipal limits of the City of Myrtle Beach, with the intent to intimidate or harass a person or persons, or to cause harm, injury or damage to the person or property of the victim(s), in whole or in part, because of the actual or perceived race, color, creed, religion,

ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin of the other person or persons, is guilty of the separate offense of hate intimidation and shall be punished as provided in item (b) below.

- (b) (1) A violation of this section shall be a misdemeanor and punishable by a fine of not more than \$500.00 and/or by imprisonment for not more than 30 days. The sentence imposed must be consecutive to the sentence for the underlying criminal offense unless the court articulates on the record the reasons why the sentences should run concurrently.
- (2) Separate fines and/or sentences shall be imposed for contemporaneous or concurrent violations.
- (3) The court may impose community service or participation in an educational or counseling program for violation of this section.
- (4) The court may suspend the sentence and/or fine in whole or in part, and require completion of an educational program, a course of counseling, or appropriate community service. This provision does not constitute creation of a diversion program, nor does it provide for dismissal of any conviction or guilty plea, but instead allows the court flexibility in selecting effective penalties in appropriate cases.
- (5) The court may also designate all or part of the imposed fine be directed to the support of programs designed to combat bias based on race, color, creed, religion, ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin.

(c) Restitution authorized. In addition to the penalties provided for above, the court may order restitution up to the limits of the court's jurisdiction for damages sustained by the victim of this offense directly related to the commission of the crime which may include compensation for medical bills, counseling or therapy or damage to property sustained by the victim as a result of the underlying criminal offense.

THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON FINAL READING.

SIGNED, SEALED AND DELIVERED THIS 24<sup>th</sup> DAY OF MARCH, 2024.

  
JENNIFER ADKINS, CITY CLERK

  
BRENDA BETHUNE, MAYOR

1<sup>st</sup> Reading: 3-26-2024

2<sup>nd</sup> Reading: 4-9-2024

South Carolina General Assembly  
126th Session, 2025-2026

S. 57

STATUS INFORMATION

General Bill  
Sponsors: Senator Allen  
Document Path: SMIN-0026MW25.docx

Introduced in the Senate on January 14, 2025  
Currently residing in the Senate Committee on **Judiciary**

Summary: Provide Penalties for Hate Crimes

HISTORY OF LEGISLATIVE ACTIONS

Date	Body	Action Description with journal page number
12/11/2024	Senate	Prefiled
12/11/2024	Senate	Referred to Committee on <b>Judiciary</b>
1/14/2025	Senate	Introduced and read first time (Senate Journal-page 53)
1/14/2025	Senate	Referred to Committee on <b>Judiciary</b> (Senate Journal-page 53)

View the latest [legislative information](#) at the website

VERSIONS OF THIS BILL

12/11/2024



1  
2  
3  
4  
5  
6  
7  
8  
9 **A BILL**  
10

11 TO AMEND THE SOUTH CAROLINA CODE OF LAWS BY ADDING SECTION 16-3-2410; BY  
12 AMENDING SECTION 16-11-510, RELATING TO MALICIOUS INJURY TO ANIMALS AND  
13 OTHER PERSONAL PROPERTY, SO AS TO REVISE THE PENALTIES FOR MALICIOUS  
14 INJURY TO PERSONAL PROPERTY; AND BY AMENDING SECTION 16-11-520, RELATING  
15 TO MALICIOUS INJURY TO A TREE, HOUSE, OUTSIDE FENCE, OR FIXTURE AND  
16 TRESPASS UPON REAL PROPERTY, SO AS TO REVISE THE PENALTIES FOR MALICIOUS  
17 INJURY TO REAL PROPERTY AND TO PROVIDE ADDITIONAL PENALTIES FOR PERSONS  
18 WHO MALICIOUSLY INJURE PERSONAL OR REAL PROPERTY OF ANOTHER PERSON  
19 WITH THE INTENT TO ASSAULT, INTIMIDATE, OR THREATEN THAT PERSON.  
20

21 Be it enacted by the General Assembly of the State of South Carolina:  
22

23 SECTION 1. Chapter 3, Title 16 of the S.C. Code is amended by adding:  
24

25 Article 22  
26

27 Hate Crimes  
28

29 Section 16-3-2410. A person who commits an offense contained in this chapter with the intent to  
30 assault, intimidate, or threaten a person because of his race, religion, color, sex, age, national origin, or  
31 sexual orientation is guilty of a felony and, upon conviction, must be fined not less than two thousand  
32 dollars nor more than ten thousand dollars, or imprisoned not less than two years nor more than fifteen  
33 years, or both. Two thousand dollars of a fine and two years of a sentence imposed pursuant to the  
34 provisions of this article may not be suspended.  
35

36 SECTION 2. Section 16-11-510 of the S.C. Code is amended to read:  
37

38 Section 16-11-510. (A) It is unlawful for a person to wilfully and maliciously cut, shoot, maim,  
39 wound, or otherwise injure or destroy any horse, mule, cattle, hog, sheep, goat, or any other kind, class,  
40 article, or description of personal property, or the goods and chattels of another.

41 (B) A person who violates the provisions of this section is guilty of a:

42 (1) felony and, upon conviction, must be fined in the discretion of the court or imprisoned not

1 more than ten years, or both, if the injury to the property or the property loss is worth ten thousand  
2 dollars or more;

3 (2) felony and, upon conviction, must be fined in the discretion of the court or imprisoned not  
4 more than five years, or both, if the injury to the property or the property loss is worth more than two  
5 thousand dollars but less than ten thousand dollars;

6 (3) misdemeanor triable in magistrates court or municipal court, notwithstanding the provisions  
7 of Sections 22-3-540, 22-3-545, 22-3-550, and 14-25-65, if the injury to the property or the property  
8 loss is worth two thousand dollars or less. Upon conviction, the person must be fined not more than  
9 one thousand dollars, or imprisoned, not more than thirty days, or both.

10 (C) A person who violates the provisions of subsection (A) with the intent to assault, intimidate, or  
11 threaten a person because of his race, religion, color, sex, age, national origin, or sexual orientation is  
12 guilty of a felony and, upon conviction, must be fined not less than two thousand dollars nor more than  
13 ten thousand dollars, or imprisoned not less than two years nor more than fifteen years, or both. Two  
14 thousand dollars of a fine and two years of a sentence imposed pursuant to the provisions of this  
15 subsection may not be suspended. For purposes of this section, "sexual orientation" means a person's  
16 actual or perceived heterosexuality, bisexuality, homosexuality, or gender identity or expression.

17  
18 SECTION 3. Section 16-11-520 of the S.C. Code is amended to read:

19  
20 Section 16-11-520. (A) It is unlawful for a person to wilfully and maliciously cut, mutilate, deface,  
21 or otherwise injure a tree, house, outside fence, or fixture of another or commit any other trespass upon  
22 real property of another.

23 (B) A person who violates the provisions of this section is guilty of a:

24 (1) felony and, upon conviction, must be fined in the discretion of the court or imprisoned not  
25 more than ten years, or both, if the injury to the property or the property loss is worth ten thousand  
26 dollars or more;

27 (2) felony and, upon conviction, must be fined in the discretion of the court or imprisoned not  
28 more than five years, or both, if the injury to the property or the property loss is worth more than two  
29 thousand dollars but less than ten thousand dollars;

30 (3) misdemeanor triable in magistrates court or municipal court, notwithstanding the provisions  
31 of Sections 22-3-540, 22-3-545, 22-3-550, and 14-25-65, if the injury to the property or the property  
32 loss is worth two thousand dollars or less. Upon conviction, the person must be fined not more than  
33 one thousand dollars, or imprisoned not more than thirty days, or both.

34 (C) A person who violates the provisions of subsection (A) with the intent to assault, intimidate, or  
35 threaten a person because of his race, religion, color, sex, age, national origin, or sexual orientation is  
36 guilty of a felony and, upon conviction, must be fined not less than two thousand dollars nor more than

1 ten thousand dollars, or imprisoned not less than two years nor more than fifteen years, or both. Two  
2 thousand dollars of a fine and two years of a sentence imposed pursuant to the provisions of this  
3 subsection may not be suspended. For purposes of this section, "sexual orientation" means a person's  
4 actual or perceived heterosexuality, bisexuality, homosexuality, or gender identity or expression.

5  
6 SECTION 4. This act takes effect upon approval by the Governor.

7 ----XX----

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

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

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

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

~~WHEREAS, the Federal Bureau of Investigation defines a hate crime, “as a criminal offense against a person or property motivated in whole or in part by an offender’s bias against race, religion, disability, sexual orientation, ethnicity, gender, or gender identity.”; and~~

~~WHEREAS, a hate crime can be classified into three main types: physical assault of any kind, verbal abuse, and incitement to hatred (i.e., words, pictures, and videos describing violence against anyone due to their perceived differences; chat forums in which people ask other people to commit hate crimes against a specific person or group; music and information on websites calling for violence against a specific person or group).~~

WHEREAS, the County of Richland is responsible ~~for~~ with protecting the health, safety, and welfare of those in its community and ~~to for~~ enacting ordinances not inconsistent with the Constitution and general law of this State of any nature that are not prohibited by law, or the Constitution of the United States as stated in 5-13-30 (9-10) of the South Carolina Code of Laws; and

WHEREAS, the State of South Carolina has yet to adopt ~~a~~-statewide ~~H~~hate ~~C~~crime ~~L~~legislation, and is only one of two states in the United States ~~that to~~ have yet ~~to~~-adopt such protections for its citizens and visitors; and

~~WHEREAS, Richland County Council has the authority to enact new sections of its Code of Ordinances when deemed to be in the best interest of the county’s citizens, and it now desires to do so, as displayed below.~~

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



ordinance. BE IT ORDAINED by the County Council Chair and Councilmembers of the County of Richland, in Council assembled, Section \_\_\_\_\_ of the Richland County Code of Ordinances titled Establishing Penalties for Hate Crimes is hereby enacted to specifically read as follows:

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

Sec. 18- \_\_\_\_ . Hate Intimidation.

(a) Definitions.

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

*Hate Material.* Content which advocates or promotes genocide or hatred against a group of people based on religion, race, ethnicity, gender, gender identity, sexual orientation, national origin, or disability.

*Minor Child.* A person under the age of eighteen years and residing with the person's parent(s) or legal guardian(s).

*Ordinance Offense.* An offense defined in Sec. 18 of the Richland County Code of Ordinances.

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

(b) Offenses defined.

(a) (1) A person who is charged with committing an Ordinance Offense or State Crime within the unincorporated area of Richland County with the intent, in whole or in part, to cause or cause the fear of harm, injury, or damage to the victim's person or property because of the victim's actual or perceived race, ethnicity, national origin, color, religion, sexual orientation, gender, gender identity, social identity, or disability, whether or not the perception is correct, is guilty of the separate hate crime offense of hate intimidation. Any person(s) committing a violent crime as defined in Section 16-1-60 of the South Carolina Code of Laws (SCCL), a harassment or stalking offense pursuant to Article 17 of SCCL, cross burning pursuant to Section 16-7-120 of the SCCL, or a malicious injury offense as provided in Section 16-11-510 or 16-11-520 of the SCCL, and the offense was committed against a victim who was intentionally selected, or the property of the victim was intentionally selected because of the actual or perceived race, ethnicity, national origin, color, religion, sexual orientation, gender, gender identity, social identity, and/or physical or mental disabilities, whether or not the perception is correct, the person is guilty of a separate offense of hate crimes and shall be punished as provided in item (b) here within.

(2) A person who disseminates, within the unincorporated area of Richland County, hate material on any public, commercial, or residential property without the permission of the property owner is guilty of the separate hate crime offense of hate intimidation.

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**(bc) Criminal enforcement. Penalties.**

~~Fines imposed under this section for contemporaneous or concurrent violations of this section shall be assessed for each violation,~~

(1) A person who violates any provision of this section, and is charged by a law enforcement officer with committing a State Crime or a Richland County code enforcement officer with committing an ordinance offense, ~~violation of this section shall also be charged by that officer with a violation of this section and be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding five hundred dollars (\$500.00) or imprisonment not exceeding thirty (30) days, or both, and may be required by the court to make restitution, a misdemeanor punishable by a fine of not more than \$500.00, and/or imprisonment for not more than thirty (30) days. The sentence imposed must be consecutive to the sentence for the underlying criminal offense (such as an assault or a threat) unless the court articulates on the record the reasons why the sentences should run concurrently.~~

(2) The parent(s) or legal guardian(s) ~~parent~~ of a minor child charged with violating any provision of this section shall be liable for any damages ~~that caused by the minor child and is shall be required to pay under subsection (b)(1) of this section~~ any restitution ordered pursuant to this section, if any action or omission of the parent(s) or legal guardian(s) contributed to the action(s) of the minor child.

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

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~~(4) Any sentence may be suspended on completion of appropriate education, counseling, or community service by the defendants ordered by the court. This provision does not constitute creation of a diversion program, nor does it provide for dismissal of any conviction or guilty plea, but instead allows court flexibility in selecting effective penalties in appropriate cases.~~

~~(5) All fines paid and collected pursuant to this section shall be used to support educational programs designed to combat bias based on ethnicity, national origin, color, religion, sexual orientation, gender and gender identity, or physical or mental disability.~~

~~(6) As used in this section "educational program" shall mean an educational program approved by the county that is conducted by a public or not for profit entity within the~~

county limits and that provides training relating to the harm or damage to individuals or society caused by bigotry on the basis of race, color, creed, religion, ancestry, gender, sexual orientation, disability or national origin.

~~(d) Restitution authorized. In addition to the penalties provided above, the Court may order restitution for any damages sustained by the victim of offenses directly related to the commission of the crime. This restitution may include but not limited to, medical bills, counseling or therapy, or any property damage that was sustained by the victim as a result of the criminal offense.~~

~~(d) In addition, no person(s) shall disseminate hate material on any public property or on any commercial property, or residential property without the permission of the owner of the residential property within the county limits of Richland. "Hate material" is defined as content which advocates or promotes genocide or hatred against a group of people based on religion, race, gender, ethnicity, gender identity, sexual orientation, national origin, and/or any type of disability. Remedies not exclusive.~~

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

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2025.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Jesica Mackey, Chair

ATTEST THIS THE \_\_\_\_ DAY

OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Anette Kirylo  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

DRAFT

# **RICHLAND COUNTY ADMINISTRATION**

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



## **Agenda Briefing**

Prepared by:	Callison Richardson	Title:	Division Manager
Department:	Grants and Community Outreach	Division:	Community Development
Date Prepared:	April 8, 2025	Meeting Date:	April 22, 2025
Legal Review	Patrick Wright via email	Date:	April 11, 2025
Budget Review	Maddison Wilkerson via email	Date:	April 9, 2025
Finance Review	Stacey Hamm via email	Date:	April 14, 2025
Approved for consideration:		Assistant County Administrator	Lori J. Thomas, MBA, CGFO
Meeting/Committee	Administration & Finance		
Subject	Project and Contract Approval for HUD Grants to Columbia Housing Authority		

### **RECOMMENDED/REQUESTED ACTION:**

Community Development staff request project approval and authority for the County Administrator to execute a contract with Columbia Housing (CH) contingent on successful underwriting and certification of the Environmental Review Record for a \$334,269.00 HUD-funded affordable housing activity resulting in the rehabilitation of three (3) single-family rental homes that will convert to lease-to-own opportunities for eligible residents. Contracting includes a Subrecipient Agreement and Developer's Agreement for each property.

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:**

Full scopes of work and budgets have been provided by Columbia Housing in the Application for Funding (Attachment I). HUD Consultants are working with County Staff to perform necessary underwriting to ensure projects stay within subsidy guidelines for the HOME Investment Partnership Program. Attachments for the Application for Funding including a detailed scope of work and financial statements are available for Council upon request. These items were excluded out of privacy concerns for existing residents of the properties.

*Applicable fund, cost center, and spend category:*

2017 HOME Funds (GR-00000088) Housing Revitalization	\$137,145.00
2018 HOME Funds (GR-00000091) Housing Revitalization	\$36,289.50
2024 CDBG (GR-00000449) Rental Rehabilitation	\$77,267.25
HOME Match Funds (1100/1820) Housing Revitalization	\$83,567.25
Grand Total	\$334,269.00

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

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

There are no legal issues regarding this matter.

**REGULATORY COMPLIANCE:**

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

This project has been verified by Community Development staff to meet HUD eligibility criteria, including:

1. Meets a HUD National Objective.
2. Brings housing units up to HOME Standards and provides affordable homeownership opportunity for households below 80% AMI.
3. Managed, maintained, and occupancy monitored by an eligible and capable subrecipient.
4. Aligns with the County's 22-26 Five Year Consolidated Plan and 2024 Annual Action Plan.
5. Takes place in LMI area of unincorporated Richland County and directly serve LMI-qualified residents.
6. Land Covenants used to establish Affordability Periods of 15-20 years for each property as required by HUD based on investment level.

*Environmental Reviews:*

Environmental Review Records (ERR's) have been conducted for each project to ensure compliance with HUD. ERR's will be certified by the County's Certifying Officer prior to contracting.

#### *Expiration of HOME Funds & CDBG Timeliness Test:*

The County must invest \$137,000.00 in remaining 2017 HOME Investment Partnership Funds on a project that can close out prior to expiration in September 2025. \$122k of these funds were originally invested in a new construction homeownership project in 2020 by a County Subrecipient; however, the funds were repaid to the County in 2023 after the HUD-assisted homeowner foreclosed on the house. After repayment, the funds are returned to the HOME Line of Credit and must be reinvested in a similar project. This project will expend and close out by the expiration deadline of September 30, 2025. The County will also invest some CDBG funds into the project, assisting with the goal of meeting the 2025 CDBG Timeliness Test (24 CFR 570.02) on August 2, 2025.

#### *Repayment & Reinvestment of HUD Funds:*

Any grant funds repaid to the U.S. Department of Housing and Urban Development by the County (Grantee) or a local nonprofit (Subrecipient) are returned to the related grant's Line of Credit. Any funds repaid must be reinvested into an eligible project prior to expiration of the grant funds. Reinvestment that deviates substantially from the original allocation in the Annual Action Plan must go through a Substantial Amendment process. The \$137k of expiring 2017 HOME funds related to this project do not trigger a substantial amendment and may be reinvested as outlined in this Briefing.

#### *Drawing funds from HUD:*

Funds for rehabilitation costs will be disbursed as reimbursements. As funds are expended, Community Development staff will enter the activities into the IDIS system and initiate a reimbursement for full amount.

#### *2024 HOME Rent Limits established by HUD:*

Below is a table of the 2024 HOME Rent Limits, the most recent limits released for Columbia, SC MSA (Richland County) in relation to the current Area Median Income (AMI). These limits are to be used as rent limits while the homes are in the Lease-to-Purchase stage of the project.

Program	Efficiency	1BR	2BR	3BR	4BR	5BR	6 BR
Low HOME Rent Limits	\$761	\$815	\$978	\$1130	\$1261	\$1391	\$1520
High HOME Rents	\$969	\$1039	\$1246	\$1435	\$1581	\$1727	\$1872
Fair Market Rent	\$1036	\$1100	\$1246	\$1595	\$1917	\$2205	\$2492

*2025 HOME Income Limits established by HUD:*

Below is a table of the 2025 HOME Income Limits released for Columbia, SC MSA (Richland County) in relation to the current Area Median Income (AMI). These limits are to be used as eligibility for occupants and eventual homeowners of the units included in this project. Households up to the 80% limit for the AMI are eligible for these homeownership opportunities. These numbers are updated each year.

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

**MOTION OF ORIGIN:**

Funds invested in this project were included in the 2017, 2018, and 2024 Annual Action Plans (AAP's). The expiring funds were allocated for affordable housing revitalization in the 2017 Annual Action Plan (AAP) which was recommended by the A&F Committee and approved by unanimous vote. The supplemental funds were allocated for Housing Revitalization in the 2018 AAP and Rental Rehabilitation in the 2024 AAP.

*Item 13a. Approval of the 5 Year Consolidated Plan [FY17-21] and the FY17-18 Annual Action Plan for Community Development Federal Funds*

“Mr. Pearce stated the committee recommended approval of this item.”

Council Member	Recommendation of the Administration & Finance Committee
Meeting	Special Called
Date	July 27, 2017

*Item 16b. FY18-19 Annual Action Plan budgets for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds*

“Mr. Livingston stated the committee recommended approval of this item.”

Council Member	Recommendation of the Administration & Finance Committee
Meeting	Special Called
Date	July 10, 2018



Item 9b.2 *Agenda Briefing Addendum: Grants & Community Development – 2024 Annual Action Plan*

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

The changes are as follows:

- 1) Maximize the Public Service cap of 15% of the CDBG Award by reallocating \$2,088 from Rental Housing Acquisition to Public Services;
- 2) Allocate the \$63,047 in unallocated CDBG Public Service funds to Mental Illness Recovery Center, Inc. (MIRCI).”

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

**STRATEGIC & GENERATIVE DISCUSSION:**

*Project Overview:*

This request seeks approval for the County to invest HOME, CDBG, and set-aside County Match Funds with Columbia Housing (CH) to preserve affordable housing and provide homeownership opportunities for households below 80% of AMI. The project will result in the rehabilitation of three (3) single family rental homes that will convert to lease-to-own opportunities for CH residents with the help of the County's Down Payment Assistance Program (RCHAP). These 3 houses are located in Districts 2, 7 and 9 and require a range of \$90k-\$130k in rehabilitation to reach required HUD housing standards. County staff have specific house addresses along with detailed Scopes of Work and design plans for each house in this project which will be included in the contracts (and are available to Council for review); however, this has been left out of the Agenda Briefing due to privacy concerns for the current residents.

The conversion of these rentals into homeownership opportunities is part of a larger initiative Columbia Housing is undertaking with their Vision 2030 Plan. Columbia Housing (CH) currently owns 273 single family homes under the traditional public housing program. 150 of these homes are located in unincorporated Richland County (see Attachment I for map). The homes are in varying conditions and detailed assessments have indicated that approximately 100 of the homes are not viable for rehabilitation and will be demolished. As part of a HUD Program called Section 32, Columbia Housing will rehab the remaining homes and convert them to a lease purchase program upon final approval from HUD. This project will preserve current affordable housing and provide homeownership opportunities for households below 80% of AMI. .

*Positive Impacts:*

The Community Development Office seeks to partner with CH on this initiative in phases. Phase I consists of this first set of three houses. Phase II would consist of an additional 8 houses and is being prepared for Council consideration in May 2025. This would allow for the renovation and sale of 11 homes built from 1951-1993 with an investment of \$1.13 Million. The project can continue from there as HUD funds are made available through future applications for funding. CH will need support from other funders to rehabilitate the full 150 houses in the County, but the CD Office believes this project

presents a significant opportunity to leverage HUD funds to preserve affordable housing and provide homeownership opportunities countywide.

This project also has the potential to help CH address outstanding issues with units that have fallen into disrepair and become a nuisance to neighborhoods across the County. Community Development staff have received requests for assistance from both Greenlakes and Woodfield Neighborhoods regarding these properties. After an extended Environmental Review process for these 150 units, CH is ready to begin tackling these homes in phases as they secure the funding needed to conduct rehabs or demolitions depending on the state of the house.

#### *Best Practices & Compliance:*

These projects have been vetted by County staff and HUD Consultants to ensure compliance with HOME and CDBG Regulations, along with right-fit with the Action Plans and Consolidated Plans. The required Environmental Reviews have been conducted with Finding of No Significant Impact. The Scopes of Work and budgets for each rehabilitation are undergoing underwriting with County staff and HUD Consultants, and will be ready for contracting in May 2025. CH is also equipped as a Subrecipient with extensive experience in property management, maintenance, tenant supportive services, and compliance with federal grants management and construction-involved HUD projects.

#### *Steps, Deliverables, & Timeline:*

1. Application for Funding submitted by Columbia Housing and recommended for funding by staff.
2. Final HUD Eligibility Check by CD Staff including Environmental Reviews & Underwriting.
3. Contract execution by County and Columbia Housing including a Subrecipient Agreement and Developer's Agreement with CH.
4. Pre-project inspection by Community Development Housing Inspector.
5. Subrecipient (CH) conducts Procurement Process, engages rehabilitation contractors, follows applicable Davis-Bacon Act requirements for labor.
6. Residents of rental units notified of rehabilitation work, Uniform Relocation Assistance protocol followed if rehabilitation requires temporary relocation of current residents.
7. Rehabilitation begins in May 2025 with all funds drawn by September 15, 2025.
8. Once completed, final inspection by County Housing Inspector. The Housing Inspector will conduct progress inspections throughout the duration of the project and provide a final inspection report upon completion.
9. Home is reoccupied by original tenants under lease-to-purchase agreement. If original tenants are not prepared, another eligible family will be given the opportunity for a lease-to-purchase arrangement to occur within three (3) years. CH will continue providing homeownership education, housing counseling, and financial literacy counseling to ensure the family is prepared to purchase. The homeowner must complete the purchase of the home before the end of the three-year period; otherwise, the property will automatically revert to rental status.
10. Accomplishments reported in IDIS, activities closed by September 20, 2025.
11. Staff conduct grant closeout on 2017 HOME Investment Partnership Grant by September 30, 2025. Property will be monitored on an annual basis by County.
12. When the tenants are ready to purchase the home, the County's HUD-funded Down Payment Assistance Program (RCHAP) may provide up to \$24,000 towards the purchase provided income

requirements are met. The tenant's Housing Choice Voucher will convert to a mortgage voucher at closing to continue assisting with the purchase of the home.

13. Restrictive Covenant will be utilized to keep the home affordable for a 15-20-year Affordability Period as it aligns with HUD requirements.

#### *Alternatives & Risks:*

This shovel-ready project with Columbia Housing allows the County to preserve affordable housing, provide homeownership opportunities for Low/Moderate Income households, and ensures the County meets upcoming HUD expenditure deadlines. The County has \$137,000.00 in remaining 2017 HOME Investment Partnership Funds that will expire on September 30, 2025. These funds must not only be expended by September 2025, but also be attached to a project that can close (i.e. meet required occupancy standards) by September 30, 2025. This narrow set of criteria creates limited opportunities for successful investment, but this CH project is well positioned given the already completed Environmental Reviews which take a minimum 45 days. The County will also invest some CDBG funds into the project which assists with the goal of meeting the 2025 CDBG Timeliness Test (24 CFR 570.02) on August 2, 2025.

It is unlikely that the County could identify another project already through the Environmental Review stage in time to expend funds by the September deadline. Any expiring HOME funds not utilized will be returned to the U.S. Department of Housing and Urban Development. Given the shifting landscape of Federal grants, it is imperative the County avoid the return of funds whenever possible.

#### **ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:**

**Goal:** Foster Good Governance

*Objective:* Collaborate with other governments

**Goal:** Commit to fiscal responsibility.

**Goal:** Plan for growth through inclusive and equitable infrastructure

*Objective:* Provide equitable living and housing options

**Goal :** Achieve positive public engagement

*Objective:* Champion the organization through public engagement and communication on County wins.

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

*Objective:* Complete and celebrate projects to create excitement in the community

### **SUMMATIVE OVERALL COUNTY IMPACT:**

- This project prevents the expiration of \$137k in HOME Investment Partnership funds in September 2025 and positions the County to meet the CDBG Timelines test for the second year in a row.
- This project uses the County's HUD resources to preserve existing affordable housing units with rehabilitation funding and provides homeownership opportunities to families making up to 80% of the Area Median Income (AMI) through down payment assistance.
- This project provides an opportunity to foster good governance by identifying a unique intersection between the funding gaps facing Columbia Housing's Vision 2030 Plan with the resources available through the County's Annual Action Plan, while positioning the County to meet a critical community need -- affordable housing development.
- This project has the potential to help CH address outstanding issues with single family homes in their portfolio that have fallen into disrepair and become a nuisance to neighborhoods across the County, especially Greenlakes and Woodfield Neighborhoods where many of these homes are located.
- If the Community Development Office can lead on Phase I and II of this project with available HUD funding, it may be that the Affordable Housing Ad-Hoc Committee would consider other sources of funding to participate in future phases of this project to help renovate and convert these 150 single family homes for homeownership throughout the County.

### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

This first set of rehabilitation and homeownership projects with Columbia Housing can serve as the Phase I of a multi-phase partnership with the potential to provide equitable housing options to countless families in the County. This collaboration aligns Columbia Housing's Vision 2030 plans with the County's Annual Action Plan to maximize the use of HUD funds for providing solutions to the affordable housing shortage facing the County. This project preserves existing affordable housing, provides homeownership opportunities, and establishes an affordability period to maintain future affordability. These projects allow County staff to expend HUD funds efficiently, meet a critical HUD Timeliness Test, and prevent the expiration of HOME funds. It also fits within the Annual Action Plans which are developed with public input each year.

During the current 2025 Annual Action Plan process, the predominant theme in the Public Comments received was the need to develop affordable rental and homeownership opportunities for working families. County staff also heard from residents of Greenlakes and Woodfield neighborhoods which are home to some of the 150 houses that need rehabilitation or demolition. Partnering on this project allows us to be part of the solution.

Finally, if the County continues working with CH to convert all 150 single family homes (as identified in Attachment I) through phases, it provides opportunities for other funders to join as partner investors in the project, allowing for impact in all areas of the County. The County's partnership can serve as a model in the region as CH will also need partners to assist with the other 133 single family homes located in local municipalities.

**ATTACHMENTS:**

1. Application for Funding - CHA, April 2024.
2. Map - CHA Section 32 - 150 houses in Richland County
3. Applicable Council Meeting Minutes
4. Subrecipient Agreement Template
5. Developer's Agreement Template



# Application for Funding

## -- Affordable Housing Development --

The Richland County Community Development Office is accepting applications for funding to support Affordable Housing development projects. This includes, but is not limited to property acquisition, rehabilitation, and new construction in relation to both rental and homeownership projects. The Office seeks proposals from for-profit and non-profit organizations with experience developing and managing rental and homeownership-focused programs primarily benefitting low income families of *unincorporated* Richland County. *Projects must be shovel-ready.* Applying organizations must have a demonstrated track record of managing and monitoring affordable housing programs. Community Development staff will review all proposals for eligibility and alignment with the priorities outlined in the 2022-2026 Five-Year Consolidated Plan.

Applications will be accepted on a rolling basis for funding from the U.S. Department of Housing and Urban Development and managed by Richland County. The following funding sources may be considered for investment in right-fit housing proposals: Community Development Block Grant (CDBG), HOME Investment Partnerships, HOME-ARP, and CDBG-CV).

### APPLICANT INFORMATION

**Company or Organization Name:** The Housing Authority of the City of Columbia, SC

**Street address:** 1917 Harden Street

**City:** Columbia

**State:** SC

**Zip:** 29204

**Phone:** 803-254-3886

**Fax:** N/A

**Email:**  
[cherrera@columbiahousing.org](mailto:cherrera@columbiahousing.org)

**Federal Tax ID number:** 57-6000610

**Unique Entity ID (UEI) from SAM.Gov Registration:**  
RGM6KYZKE1V6

**Contact Name & Title:** LuCinda J. Herrera, Chief Development Officer

**Phone:** 843-810-5073

**Contact Name & Title:** Robin Hudson, Development Compliance Manager

**Phone:** 803-394-0067

**Organization type:** ☐ Non-profit ☒ Government ☐ Entity ☐ For-Pro-fit ☐ CHDO ☐ Other

If other, explain: Housing Authority

Are you an established CHDO with another HUD Participating Jurisdiction (PJ)? ☐ Yes ☒ No

**Organization Background and Details:** Please provide a general overview of your Agency's history, the programs and services currently provided, as well as the target population served by your work. Please see attached Corporate Resume with agency overview.

## PROJECT INFORMATION

**1. Project Name:** Single Family Homes

**Project Type:** ☒ Single Family ☐ Multi –Family ☐ Mixed-Use

Other (Please Describe): None

**Project Elements:** Check all that apply to the Scope of Work being proposed

☐ Acquisition ☐ Demolition ☒ Rehabilitation of units built before 1978  
☒ Rehabilitation of units built after 1978 ☐ Construction of New Units ☐ Relocation of residents  
☐ Creation of Affordable Rental Units ☐ Creation of Homeownership Opportunity

**Project street address in *unincorporated Richland County*:** See attached list.

**City:** Columbia

**State:** SC

**ZIP:** Multiple

**County:** Richland

**Census-tract number (11-digit):** Multiple

**2. Brief Description of Project and Needs Statement:** Please provide an overview of the proposed project in regards to the needs of the current housing market and the anticipated impact on the County. Be sure to identify the target population (i.e. beneficiaries of the project) and demonstrate the need for the investment by explaining how the project improves the quality of life, opportunities, or accessibility for the LMI population in unincorporated Richland County.

NOTE: A copy of the *Market Study Needs Assessment* must be submitted with your application.

Columbia Housing currently owns 273 single family homes under the traditional public housing program. The homes are in varying conditions and detailed assessments have indicated that approximately 100 of the homes are not viable for rehabilitation and will be demolished. Columbia Housing will rehab the remaining homes and convert them to a lease purchase program upon final approval from HUD. This project will preserve current affordable housing and provide homeownership opportunities for households below 80% of AMI. .

**3. Anticipated Project Start Date?** 6/1/2025

**4. Anticipated Project Completion Date?** 6/30/2026

**5. Project Scope of Work:** Describe the scope of the full project, provide specifics on the intended use of HUD funds. Include cost estimates, current status of work underway, if property acquisition is involved, and any other relevant details to the scope of work.

*\*\*Please include with your application all documents related to the scope of work (architectural drawings/renderings, quotes from contractors, quotes/estimates of improvements proposed (i.e. HVAC replace costs, etc.), Option to Purchase agreements for acquisition projects, etc.).*

See attached detailed rehabilaition specifications for each of the 11 houses submitted under this application.

**6. Proposed Affordable Housing Units Count:**

New units: 0

Rehabilitation of existing units: 11

% of Units Reserved for 30-50% LMI Residents: 100

# of Units with ADA Accessibility: 0

Current zoning: See attached

Is current zoning consistent with proposed use? yes

(ALL APPLICATIONS MUST INCLUDE A ZONING VERIFICATION LETTER)

**7. Site Work Compliance:** Have any of the following already occurred or been conducted for this project or site at any time (check all that apply and use box below to explain any details):

☐ Environmental Review Record (ERR)

☐ Radon

☒ Phase I Study

☐ Broken Ground on Project

☐ Survey for Asbestos Containing Materials

☐ Lead-Based Paint Assessment

Additional Details: Click or tap to enter a date.

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



## ORGANIZATIONAL CAPACITY & GRANT COMPLIANCE EXPERIENCE

**Project Capacity:** Explain the organization's administrative and project management capacity to carry out the project successfully (e.g., prior HOME Investment Partner, CDBG, Federal grant, or construction-based project experience). Who will serve as the Organization's "point person" when it comes to managing this proposed project and what level of experience do they have in managing construction-involved projects, especially when Federal funds are involved?

[See attached](#)

Does your organization have a track record in executing projects similar to the proposed project?

☒ Yes

☐ No

If not, what resources (training, external expertise, etc.) have you secured to ensure your success in this new endeavor? [N/A](#)

**Past Projects:** Please provide a brief narrative outlining your experience in executing projects similar to the proposed project. Include the names of previous projects, completion dates, and the impact they generated. If you lack experience in the proposed project area, describe the specific efforts you have undertaken, such as training or securing external expertise to build capacity in this area. [See attached](#)

**Financial & Administrative Capacity:** Briefly describe the systems and procedures your organization has in place for financial management, such as accounting methods with sources and uses of funds, budget controls, chart of accounts, auditing, maintenance of records, software programs used, and other internal controls:

[Columbia Housing manages over \\$56 million dollars of federal, state and local funding on an annual basis.](#)

**Procurement Practices:** Provide details on the Procurement process your organization has in place for getting quotes on purchases above \$500 and with awarding bids or contracts above the \$15,000 price point.

[See attached, executive summary of procurement policy](#)

Does your Agency have any outstanding litigation or other legal issues?

☒ Yes

☐ No

Does your Agency have an established commitment to advance Fair Housing Laws with an established policy upholding Fair Housing? This is required by HUD regulations and must be made available to the County, HUD or other federal entity for review, upon request.

☒ Yes

☐ No

Are there any outstanding financial audit findings which remain unresolved?

☐ Yes

☒ No

Did the agency expend \$750,000 or more in combined federal funds in its last fiscal year?

☒ Yes

☐ No

**Faith-Based Entities:** How does your organization ensure compliance with HUD regulations regarding the separation of inherently religious activities from the programs or services funded directly by HUD?

[N/A](#)

RELOCATION
Will relocation of tenants be involved? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, complete the questions below.
What funds do you plan to use for relocation costs? N/A
Do you have experience with relocation? N/A
Will you or another agency handle the relocation? N/A
Explain your relocation process. N/A

It is a priority of the Richland County Council that County investments be leveraged with other sources of funding in Community Development projects. HOME-invested projects require a 25% match. The match may be provided by the applicant organization or by another non-Federal source (i.e. local business, private foundation, state funding, local government, etc.). The use of donated property or professional services (i.e. architectural or engineering services) will be considered towards the match requirement.

FUNDING REQUEST:	
County HUD Funds Requested:	Click or tap here to enter text.
Total Project Cost: <i>Please include the 25% match and any other cost funded by other, non-County sources.</i>	Click or tap here to enter text.
<b>Yes/No:</b> We are interested in financing through a forgivable loan.	No
<b>Yes/No:</b> We are interested in receiving financing as a grant.	Yes
<b>Yes/No:</b> To increase funds awarded, we would be interested in low-cost financing options for some or all of the project.	No

PROJECT BUDGET (SOURCES & USES)			
Project Expenditures & Funding Plan	HUD Funds requested from County	Other Funds	Total Project Cost
Hard construction costs	\$853714.50	\$284,571.50	\$1,138,286.00
Architect and Engineering fees	\$31,680.00	\$31,680.00	\$31,680.00
Project Management	\$60,000.00	\$60,000.00	\$60,000.00
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Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

**MATCH** - Has your organization secured the twenty-five percent (25%) required in matching funds for your proposed project? If not, please provide justification. Click or tap here to enter text.

Please use the space below to provide details regarding the other funding sources for the proposed project.

<b>OTHER FUNDING SOURCE:</b>	
Source of commitment: Columbia Housing Capital Funds	
Amount of commitment: \$ 477,463.00	Anticipated award date: 4/1/2025
Contact Name at Committing Agency: LuCinda J. Herrera	
Phone number: 843-810-5073	
<b>OTHER FUNDING SOURCE:</b>	
Source of commitment: Click or tap here to enter text.	
Amount of commitment: \$ Click or tap here to enter text.	Anticipated award date: Click or tap to enter a date.
Contact Name at Committing Agency: Click or tap here to enter text.	
Phone number: Click or tap here to enter text.	
<b>OTHER FUNDING SOURCE:</b>	
Source of commitment: Click or tap here to enter text.	
Amount of commitment: \$ Click or tap here to enter text.	Anticipated award date: Click or tap to enter a date.
Contact Name at Committing Agency: Click or tap here to enter text.	
Phone number: Click or tap here to enter text.	

*LuCinda J. Herrera*  
Authorized Signatory

April 4, 2025  
Date

By signing above, you acknowledge that this is not a contract between your organization and Richland County. This document serves as an application for HUD funds under the administration of Richland County Community Development. If your application is approved and funding is available, you will be required to sign an agreement outlining the terms and conditions of your award with Richland County

## APPLICATION CHECKLIST

Please attach the following information:

### APPLICANT INFORMATION

- Mission Statement: Include brochures, annual reports, newsletters, and other marketing materials.
- Year-to-Date Financial Statement.
- Provide the budget for the current fiscal year and, if available, the next fiscal year.
- Income Tax Returns: Submit Form 990 for the last two fiscal years.
- Financial Audits: Provide copies of financial audits for the last three fiscal years.
- 501(c)(3) Tax Status Determination Letter.
- Submit details on your organization's current board makeup.
- Copy of Current By-Laws.

### SOURCES OF OTHER FUNDS

Executed Contract/Grant Award/Commitment Letter: Provide a copy for each additional funding source, clearly outlining the awarded amount, reimbursement process, and funding award date.

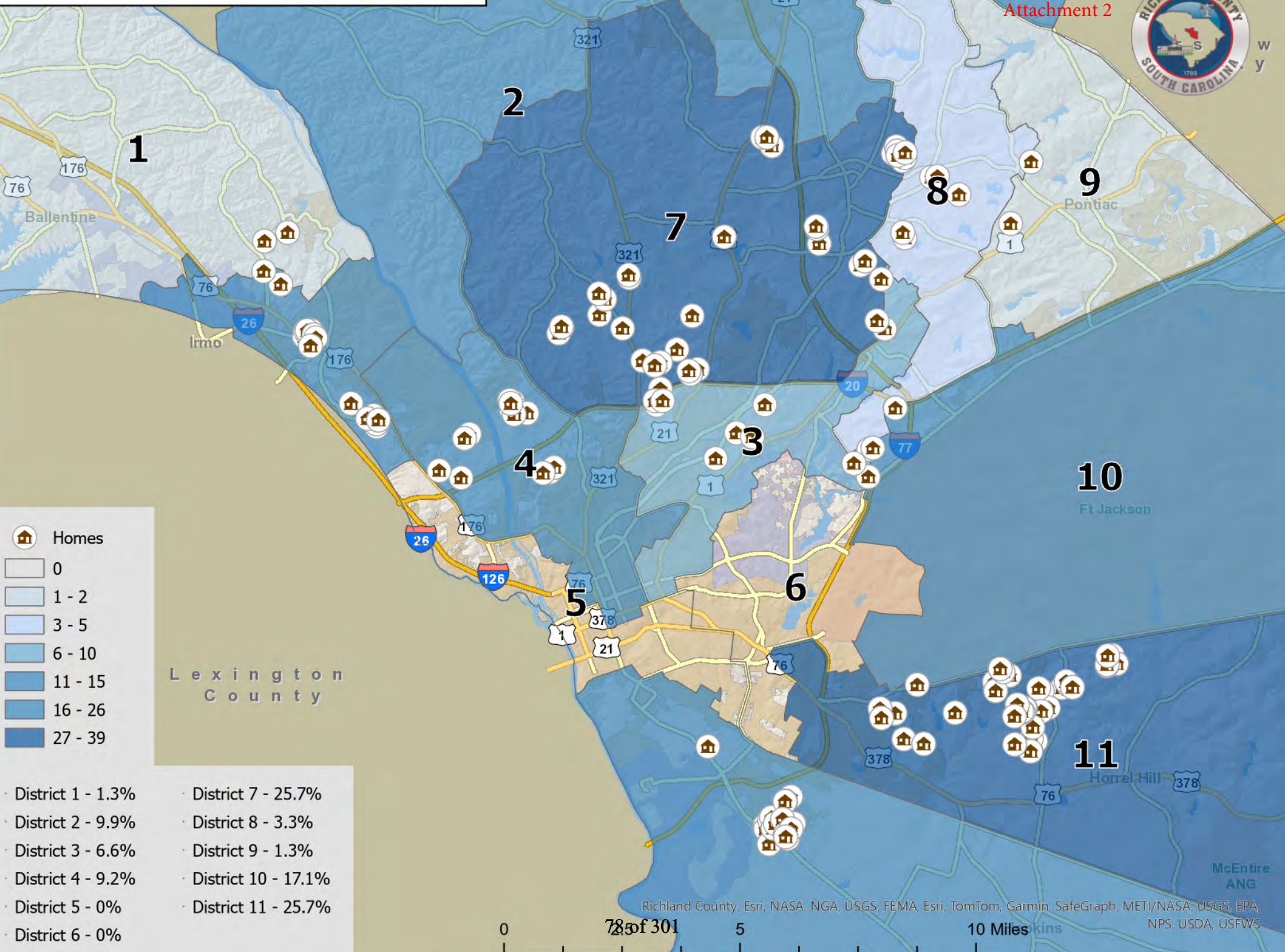
### PROJECT INFORMATION AND IMPACT SUMMARY

- Provide a copy of the Project Development Plan, Proforma, and the Sources and Uses Budget.
- Include pictures or other visual materials that illustrate your project.
- Submit documentation proving control over the project site.
- Provide a copy of the most recent appraisal of the project site (if requested funds will be used for acquisition).
- Submit a copy of the Phase 1 Environmental Assessment for the project site.
- Provide a copy of the preliminary plan for managing and marketing the project.
- Include a letter verifying the zoning status of the project site.
- Submit a copy of the market feasibility study for the project.



# CHA Rehabilitation Project

Attachment 2



- Homes
- 0
- 1 - 2
- 3 - 5
- 6 - 10
- 11 - 15
- 16 - 26
- 27 - 39

- District 1 - 1.3%
- District 2 - 9.9%
- District 3 - 6.6%
- District 4 - 9.2%
- District 5 - 0%
- District 6 - 0%
- District 7 - 25.7%
- District 8 - 3.3%
- District 9 - 1.3%
- District 10 - 17.1%
- District 11 - 25.7%

Mr. Malinowski requested a friendly amendment to add a statement that the company is responsible for any environmental damage and/or clean-up.

Ms. Myers stated this is in her district and the contract will last approximately 3 weeks. The contract is just to get the trucks off private roads and through the County's property for about 10 days to cut the lumber. It would seem we could tell them to oil their trucks before they enter the property.

Mr. Malinowski stated the contract is in effect until December 30, 2017.

Ms. Myers stated that is in the event that it rains and they cannot get in.

Mr. Rose stated he does not feel comfortable speaking for the committee and accepting Mr. Malinowski's friendly amendment.

**In favor:** Pearce, Rose, C. Jackson, Dickerson, Livingston, Kennedy, Myers, McBride

**Opposed:** Malinowski, Manning

The vote was in favor.

- b. Landfill Storage Shed Project – Mr. Rose stated the committee recommended denial of this item.

**In favor:** Pearce, Rose, C. Jackson, Malinowski, Dickerson, Livingston, Kennedy, Myers, Manning, McBride

The vote in favor was unanimous.

#### **REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE**

- a. Approval of the 5 Year Consolidated Plan [FY17-21] and the FY17-18 Annual Action Plan for Community Development Federal Funds – Mr. Pearce stated the committee recommended approval of this item.

**In favor:** Pearce, Rose, C. Jackson, Malinowski, Dickerson, Livingston, Kennedy, Myers, Manning, McBride

The vote in favor was unanimous.

#### **REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

- a. Southeast Richland Neighborhood Project: Right-of-Way – This item was taken in Executive Session.

#### **OTHER ITEMS**

- a. FY18 District 9 Hospitality Tax Allocations
- b. FY18 – District 1 Hospitality Tax Allocations
- c. FY18 – District 10 Hospitality Tax Allocations
- d. FY18 – District 5 Hospitality Tax Allocations

Special Called Meeting

July 25, 2017

-6-

problem relates to the manner in which the City is annexing these properties. The County would be willing to meet to discuss a better method of annexation where possibly some of these areas could be addressed, prior to the annexation.

In Favor: Malinowski, C. Jackson, Pearce, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

16. **REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE**

- a. Council Motion: Guidelines for dedications at the Decker Center – Mr. Manning stated this item is a Council motion. The motion is “Guidelines for dedications at the Decker Center”. He was unclear as to what an “aye” or “nay” vote on that would be. The briefing document gave a good deal of information, which included “move to establish guidelines for dedications at Decker Center, to include how they will be funded.” The alternatives, in the agenda packet on p. 147, was to consider the motion and proceed accordingly or to consider the motion and not proceed. The staff recommendation, on p. 148, was that Council may consider forming a small committee with representation from Council.

Mr. Rose moved, seconded by Mr. Malinowski, to follow staff’s recommendation to form a committee to present guidelines to full Council.

Mr. Manning made a friendly amendment to include dedications at any Richland County building.

Mr. C. Jackson stated, for clarification, if this means we will not do any future dedications until those guidelines have been approved by Council.

Mr. Rose stated, in his opinion, until guidelines are in place, if a majority of Council wanted to do something, they would have the ability to do so. Guidelines would be helpful in guiding us, going forward.

Ms. Dickerson stated we need some guidelines on this this because we are getting requests to do dedications, and we have not set any guidelines, as to how we would do them (i.e. expenses).

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose, and McBride

The vote in favor was unanimous.

- b. FY18-19 Annual Action Plan budgets for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds – Mr. Livingston stated the committee recommended approval of this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.



- e. Personnel Matter – Grievance Reviews and Recommendations [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. *General Updates* – Mr. Leonardo Brown, County Administrator, notified Council he would be participating in a professional development program, Leadership South Carolina.

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

1. *County Treasurer – Award Palmetto Posting Inc. for Richland County's Delinquent Tax Notices* – Mr. Brown stated, "This posting contract is necessary to post properties as required by the SC Code of Laws 12-51. If this contract is not approved, the County will not have the capacity to perform these posting duties before a property could be sold at tax sale." The Treasurer has recommended awarding Palmetto Posting, Inc. the contract to post delinquent tax notices as state law requires.

Ms. Newton moved to award Palmetto Posting, Inc. the contract to post delinquent tax notices as required by state law, 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.

2. *Agenda Briefing Addendum: Grants & Community Development – 2024 Annual Action Plan* – Mr. Brown noted that as a part of this process, Grants & Community Development has to perform a public comment period. The public comment period was performed, and some information emerged from it.

The recommendation is to approve the addition of the following amendments:

- Maximize the Public Services cap of 15% of the CDBG Award by reallocating \$2,977 from Rental Housing Acquisition to Public Services.
- Allocate the \$63,047 in unallocated CDBG Public Service funds to Mental Illness Recovery Center, Inc. (MIRCI).

Ms. Newton moved to approve the two changes to the draft 2024 Annual Action Plan following the 30-Day Public Comment Period ending July 15, 2024. Ms. Terracio seconded the motion. The changes are as follows:

1. Maximize the Public Service cap of 15% of the CDBG Award by reallocating \$2,088 from Rental Housing Acquisition to Public Services;
2. Allocate the \$63,047 in unallocated CDBG Public Service funds to Mental Illness Recovery Center, Inc. (MIRCI).

Mr. Weaver inquired how this change impacts the budget.

Mr. Brown responded that it would not impact the budget. It is within the structure of the HUD funds we are awarded.

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 9(b)(1) and 9(b)(2), seconded by Ms. Newton.

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

Not Present: McBride

The motion for reconsideration failed.

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

11. **REPORT OF THE CHAIR:** Ms. Mackey thanked Mr. Brown and the staff members who assisted with the RAM Foundation's Summer Enrichment Program. The RAM Foundation received Community Grant funding and provided a free summer camp for kids in North Columbia.

12. **OPEN/CLOSE PUBLIC HEARINGS**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and US Brick, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – No one signed up to speak.

13. **APPROVAL OF CONSENT ITEMS**

- a. Case #24-009MA, Aaron Breeden, HM to GC (9.18 Acres), E/S Hard Scrabble Road, TMS # R20300-03-02 [THIRD READING] {Ordinance 021-24HR}
- b. Case #24-011MA, Denise Lawson, RT to GC (0.69 Acres), 1710 Dutch Fork Road, TMS # R02408-02-03 [THIRD READING] {Ordinance 022-24HR}
- c. Case #24-015MA, Megan Newbold, GC to MU3 (1.53 Acres), 3003 Two Notch Road, TMS # R11613-02-02 [THIRD READING] {Ordinance 023-24HR}
- d. Case #24-016MA, Phillip Bradley, R3 to R5 (21.24 Acres), S/E Rabon Road, TMS #R17112-01-01 (portion of) [THIRD READING] {Ordinance 024-24HR}

Ms. English moved to approve Items 13(a) – 13(d), 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.

- e. An Ordinance Authorizing an easement to the City of Columbia for a sanitary sewer main located at 1871 Omarest Drive, Richland County TMS # R07415-01-01(p) [SECOND READING]

Mr. Livingston 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.

- f. An Ordinance Authorizing an easement to the City of Columbia for a storm drainage line located at 1403 Jim Hamilton Boulevard; Richland County TMS #13702-01-30(p) [SECOND READING]

- g. An Ordinance Authorizing an easement to the City of Columbia for sanitary sewer main located at the South Side of Plowden Road; Richland County #TMS #13608-01-13(p) [SECOND READING]

Ms. Newton moved to approve Items 13(f) and 13(g), seconded by Ms. English.

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 13(a) – 13(d), seconded by Ms. English.

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. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl {Ordinance 025-24HR} – Mr. Branham moved to approve this item, seconded by Ms. Newton.

**SUBRECIPIENT AGREEMENT for  
HOME & CDBG FUNDING  
(In Conjunction with Developers Contract)**

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BY AND BETWEEN

RICHLAND COUNTY GOVERNMENT

AND

**SUBRECIPIENT**

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

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

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

**WHEREAS**, the SUBRECIPIENT has a Insert background, and the SUBRECIPIENT submitted a proposal and request for HUD funding for a CDBG and HOME-eligible PROJECT, which includes acquisition of a property (the "Property") and rehabilitation of such Property; and

Deleted: robust affordable rental housing program for low-and moderate-income individuals and families ready for expansion

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

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

Deleted: CDBG

Deleted: property acquisition and

Deleted: .

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

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

Deleted: parties

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

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

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

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## II) GENERAL RESPONSIBILITIES OF THE PARTIES:

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

Deleted: property

Deleted: Developers Agreement

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Deleted: in four (4) rental units for households whose income is at or below 120% of area median income

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## III) AWARD

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

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## IV) DESCRIPTION OF WORK:

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

### A) Activity Description

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

### B) National Objective

SUBRECIPIENT certifies that the activity is carried out under this Agreement will meet the **L/M Income Housing National Objective** as defined in 24 CFR 570.208 and will provide supportive documentation to verify a selection and monitoring process is in place for occupancy to meet eligibility requirements for the full fifteen (15) year affordability period. A CDBG-assisted

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

### C) Project Term

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

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### D) Milestones and Performance Measures

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

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

The outcome of this CDBG-assisted PROJECT shall be the creation of [insert goal] to be added to the SUBRECIPIENT's current rental program with a fifteen (15) year Affordability Period established by a Restricted Land Covenant following the guidelines of HOME Investment Partnership Program 92.254 (a)(5)(i) HOME resale provisions.

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

### E) Staffing

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

### F) Performance Monitoring and Resale Provisions

A fifteen (15) year affordability period will be established using a Restrictive Covenant following the guidelines of HOME Investment Partnership Program 92.254 (a)(5)(i) HOME resale provisions. SUBRECIPIENT will provide an annual report to GRANTEE for the full

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

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## V) BUDGET

The approved budget amount for the project is \$ [REDACTED] from the GRANTEE's 2017, 2018, and 2014 CDBG and HOME Entitlement allocation. *Section III – Budget Summary of the CONTRACT* contains detailed development costs for the CDBG-assisted PROJECT. SUBRECIPIENT agrees to comply with financial, budget, and budgetary reporting requirements included in *Sections V and XI of the CONTRACT*

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### BUDGET SUMMARY

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

*Detailed Development Cost presented Appendix B of the CONTRACT*

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

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

## VI) NOTICES –

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

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

## GRANTEE

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

## SUBRECIPIENT

[name]

[Organization]

Address:

Columbia, SC, 2920?

Telephone #

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## VII) GENERAL CONDITIONS

### A) General Compliance

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

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### B) Standard and Special Provisions:

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

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### C) Independent Contractor

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

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### D) Hold Harmless

The SUBRECIPIENT shall hold harmless, defend and indemnify the GRANTEE from any and all claims, actions, suits, charges and judgments, whatsoever that may arise out of the



SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this AGREEMENT and/or the CONTRACT.

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## VIII) ADMINISTRATIVE REQUIREMENTS –

### A) Financial Management

#### 1. Accounting Standards

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

#### 2. Cost Principles

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

#### 3. Disbursement of Funds

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

### B) Documentation and Record-Keeping

#### 1. Recordkeeping and Retention

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

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

#### 2. Retention

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

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### 3. Client Data

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

### 4. Disclosure

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

### 5. Close-Outs

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

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### 6. Audits & Inspections

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

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## C) Reporting and Payment Procedures

### 1. Program Income and CDBG-Assets:

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

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

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

2. **Indirect Costs**

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

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

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

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

4. **Progress Reports**

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

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**D) Procurement**

1. **Section VIII – Procurement Standards**

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

2. **2 CFR Part 200**

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

**E) Use And Reversion Of Assets:**

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

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1. **Transfer of Funds -**

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

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## 2. Real Property –

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

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## 3. Equipment –

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

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## 4. Land Covenants

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

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

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

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section

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

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#### X) PERSONNEL & PARTICIPANT CONDITIONS –

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

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##### 1. Civil Rights

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

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

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

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

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##### 2. Employment Restrictions

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

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

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

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

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

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b. **Approvals** - The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this AGREEMENT without the written consent of the GRANTEE prior to the execution of such agreement.

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

d. **Content** -The SUBRECIPIENT shall cause all of the provisions of this AGREEMENT in its entirety to be included in and made a part of any subcontract executed in the performance of this AGREEMENT.

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e. **Selection Process** -

The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this AGREEMENT shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

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#### XI) **GRANTOR RECOGNITION**

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

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#### XII) **AMENDMENTS**

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

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

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#### XIII) **SUSPENSION OR TERMINATION**

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

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

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1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may

become applicable at any time;

2. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this AGREEMENT;

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3. Ineffective or improper use of funds provided under this AGREEMENT; or

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4. Submission by the SUBRECIPIENT to the GRANTEE reports that are incorrect or incomplete in any material respect.

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

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

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

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#### XIV) ENVIRONMENTAL CONDITIONS –

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

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

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XV) SEVERABILITY –

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

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XVI) SECTION HEADINGS AND SUBHEADINGS –

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

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XVII) WAIVER –

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

XVIII) ENTIRE AGREEMENT –

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

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

Richland County, South Carolina

SUBRECIPIENT

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By \_\_\_\_\_  
County Administrator

By \_\_\_\_\_  
Title

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest \_\_\_\_\_



**DEVELOPERS CONTRACT**  
**BY AND BETWEEN**  
**RICHLAND COUNTY GOVERNMENT**  
**AND**  
**SUBRECIPIENT**

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

WITNESSETH

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

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

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

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

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

**SECTION I– SCOPE OF WORK/CONDITIONS**

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

\_\_\_\_/\_\_\_\_ Initials



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

4. **Disbursement of Funds:** The COUNTY will reimburse the OWNER for project related expenditures with CDBG funds up to **AMOUNT (\$ )**. This amount is based on project budget submitted with project proposal. Request for reimbursement must occur every (90) ninety days or less from the start date of this AGREEMENT. Pay requests must include a cover letter detailing services rendered supported by documentation such as inspection reports, invoices, receipts and itemized bills.
5. **Funding Goals:** The OWNER shall adhere to the scope of work presented to the COUNTY and all costs shall be as stated in the budget (Attachment B – Budget). The CDBG funds should be expended by September 1, 2024. Otherwise the OWNER shall notify the COUNTY in writing of any need for extension, any revisions to scope of work and/or changes to the budget.

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

## SECTION II -AWARD

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

## SECTION III - BUDGET SUMMARY

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

*Detailed Development Cost presented in Attachment B.*

## SECTION IV - AFFORDABILITY

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

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

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

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

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

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

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

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

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

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

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

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

The following is a table of expectations by the COUNTY to be completed between [DATE] and [DATE]. Additional affordability monitoring is also required (see below).

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

## SECTION VI - GENERAL ADMINISTRATION

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

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

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

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

### 2025 HOME PROGRAM RENT LIMITS Columbia, SC HUD Metro FMR Area

Program	Efficiency	1BR	2BR	3BR	4BR	5BR	6 BR
Low HOME Rent Limits	\$761	\$815	\$978	\$1130	\$1261	\$1391	\$1520
High HOME Rents	\$969	\$1039	\$1246	\$1435	\$1581	\$1727	\$1872
Fair Market Rent	\$1036	\$1100	\$1246	\$1595	\$1917	\$2205	\$2492

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

#### 2025 HOME INCOME LIMITS

Columbia, SC MSA (Richland County)

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

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

members without notice to the tenant;

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

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

## **SECTION VII – NON-PROFIT PROVISIONS**

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

## **SECTION VIII - PROCUREMENT STANDARDS**

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

## **SECTION IX - CONFLICT OF INTEREST**

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

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

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

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

## **SECTION X - LABOR, TRAINING & BUSINESS OPPORTUNITY**

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

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

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

#### **SECTION XI - GENERAL CONDITIONS**

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

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

#### **ORGANIZATION ADDRESS**

**Contact: XXXXX**

**(803) XXXXX**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

19. COVENANTS AGAINST CONTINGENT FEES: The OWNER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an AGREEMENT or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the OWNER for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
20. NONCOMPLIANCE AND RECAPTURE: In case of non-compliance with this AGREEMENT or dissolution of business, the COUNTY reserves the right to recapture its investment by taking ownership of properties and collection of all rent payments made during the affordability period charging OWNER with any excessive costs. Should such charges be assessed, no subsequent proposals of the defaulting OWNER shall be considered until the assessed charges have been satisfied.
21. PROGRAM INCOME and CDBG-ASSETS: Proceeds generated from rents will be recorded and use of funds documented. A financial report will be provided to the COUNTY annually throughout the affordability period. **The OWNER must notify the COUNTY of intent to sell or dispose of property during the affordability period. The OWNER must assure that the price at resale provides a fair return on investment (including capital improvements). If the property is sold during the affordability period, the OWNER will work with the COUNTY to ensure CDBG proceeds are used for CDBG-eligible affordable housing development. If this is not possible, sale proceeds will be returned to the COUNTY as CDBG Program Income.**
22. DOCUMENTATION AND PROJECT COMPLETION: Upon completion of the PROJECT, OWNER shall furnish, at no extra charge all closeout documentation including:
- Occupancy Completion Report approved, in writing, by COUNTY'S Contracting Officer and Contracting Officer's Representative specified in Attachment G, Occupancy Completion Form;
  - Copies of warranties, insurance, building permits, inspection reports and/or guarantees;
  - Final affidavit or release and waiver of all liens from subcontractors;
  - Consent of Surety for final payment;
  - Minority Reports;
  - Project-related designs, materials and/or training plan specified in Attachment J - Special Provisions);
  - Documentation of technical support received or scheduled, when appropriate;
  - Statement of Project final completion and acceptance;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

disadvantaged businesses.

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

SECTION XIII - CONTRACT DOCUMENTS

*This AGREEMENT (Twenty-two pages)*

ATTACHMENT "A" - PROPOSAL

ATTACHMENT "B" - BUDGET

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

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

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

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

ATTACHMENT "G" - RICHLAND COUNTY OCCUPANCY COMPLETION FORM

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

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

ATTACHMENT "J" - ANNUAL PROCEEDS/RENTAL REPORT FORM

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

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

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

This **AGREEMENT** will be effective on:

**OWNER:**  
[ORGANIZATION]

**COUNTY:**  
RICHLAND COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Notary/Witness:

\_\_\_\_\_  
Signature Attest for Company

\_\_\_\_\_  
Signature Attest for County

\_\_\_\_\_  
Print or Typed Name and Title SEAL

\_\_\_\_\_  
Print or Typed Name and Title SEAL

Richland County Legal Approval as to form:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Richland County Council Request for Action

**Subject:**

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Mockingbird; and other related matters

**Notes:**

First Reading: April 1, 2025

Second Reading: April 15, 2025

Third Reading:

Public Hearing:

**STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_**

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF  
THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK  
JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO  
INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND  
COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC  
INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR  
PUBLIC INFRASTRUCTURE CREDITS TO FOUNDRY AT  
BLYTHEWOOD SC LLC, A COMPANY PREVIOUSLY  
IDENTIFIED AS PROJECT MOCKINGBIRD; 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, Foundry at Blythewood SC LLC, a South Carolina limited liability company previously identified as Project Mockingbird (the "Company"), has committed to establish a multi-family housing project in the County consisting of approximately 300 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-Four Million Six Hundred Thousand and 00/100 Dollars (\$44,600,000), 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

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: April 1, 2025  
Second Reading: April 15, 2025  
Public Hearing: May 6, 2025  
Third Reading: May 6, 2025

**EXHIBIT A**

**FORM OF AGREEMENT**

See attached.

**PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**FOUNDRY AT BLYTHEWOOD SC LLC**

**Effective as of: May 6, 2025**

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## PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of May 6, 2025 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and FOUNDRY AT BLYTHEWOOD SC LLC, a South Carolina limited liability company previously identified as Project Mockingbird (as hereinafter defined “Company”, and together with the County, collectively, the “Parties,” and 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 300 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-Four Million Six Hundred Thousand and 00/100 Dollars (\$44,600,000), and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on May 6, 2025 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property 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 South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, 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-Four Million Six Hundred Thousand and 00/100 Dollars (\$44,600,000) in taxable property in the Project ("Investment Commitment") by May 6, 2030 ("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 just south of the intersection of U.S. Highway 21 and Interstate 77 on Blythewood Crossing Lane, Richland County, South Carolina, as more particularly described on Exhibit A attached hereto.

(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 Public 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, 2026 corresponds to tax year 2027, with a Public Infrastructure Credit certification deadline of April 30, 2027). 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, 2030;

(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 written 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
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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
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Columbia, South Carolina 29202  
Phone: 803.255.8000  
Fax: 803.255.8017

if to the Company:

Foundry at Blythewood SC LLC  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

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 Dollars (\$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**

---

Chair, Richland County Council

(SEAL)  
ATTEST:

---

Clerk to Council, Richland County Council

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

***[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]***

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

**FOUNDRY AT BLYTHEWOOD SC LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]*

**EXHIBIT A**

**LAND DESCRIPTION**

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being just south of the intersection of U.S. Highway 21 and Interstate 77 on Blythewood Crossing Lane, in the County of Richland, State of South Carolina, consisting of 28.36 acres, shown and delineated as Parcel B on a plat prepared for Fitch Irick Partners by Civil Engineering of Columbia dated April 11, 2025, recorded April 11, 2025 in the Office of the Register of Deeds for Richland County in Book 3010, page 1500. Reference is made to said plat for a more accurate and complete description.

TMS No.: R14800-02-27 (p/o)



**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	\$150,000
Water Improvements	\$500,000
Stormwater Improvements	\$750,000
Paving	\$600,000
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 40% 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 40% 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 10<sup>th</sup> 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 May 6, 2025 (the “Agreement”) by and between Foundry at Blythewood SC LLC, a South Carolina limited liability company previously identified as Project Mockingbird (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 \_\_\_\_\_ 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 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 40% 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 40% 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.  $40\% \text{ Public Infrastructure Credit} \times \text{Workforce Housing Shortfall Ratio} = \text{applicable Public Infrastructure Credit percentage}$

By way of example, in the event that the Annual Certified Workforce Housing Unit Level is 120 units and the Certified Workforce Housing Unit Level is 150 units resulting in a Workforce Housing Shortfall Ratio of 80, the applicable Public Infrastructure Credit percentage would be 32% (reduced from 40%).

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\_\_\_\_.

FOUNDRY AT BLYTHEWOOD SC LLC

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.

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF RICHLAND             )

**A RESOLUTION**

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

WHEREAS, Richland County Council adopted a resolution dated as of December 12, 2017 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to reaffirm its desire to have companies submit such annual reports and to update certain information regarding the submission of the annual reports.

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

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by no later January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form shall require, at a minimum, the following information, but may request such other information as the County may deem necessary or prudent:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;
- d. Age, race, gender, and county of residence of each employee at the facility or facilities in the County; and
- e. Average wage of the jobs created as a result of the project.

**Section 3.** A copy of the then-current form of the annual report may be obtained from the Richland County Economic Development Office. The annual report shall likewise be submitted to the following address (or at such other address or in such other format as may be communicated by the Richland County Economic Development Office) by the required date.

Richland County Economic Development Office  
Attention: Existing Industry Manager  
1201 Main Street, Suite 1110  
Columbia, SC 29201

**Section 4.** Subject to Section 5 below, this Resolution amends and restates the Prior Resolution in its entirety and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into any agreement between the County and a company with respect to the incentives granted by the County to such company with an effective date on or after January 1, 2024 (“Effective Date”). For any agreements dated before the Effective Date, the Prior Resolution shall be incorporated into the agreement between the County and a company with respect to the incentives granted by the County to such company.

**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

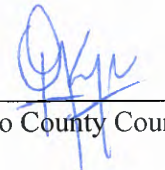
AND IT IS SO RESOLVED this 7<sup>th</sup> day of November 2023.

RICHLAND COUNTY, SOUTH CAROLINA

  
\_\_\_\_\_  
Chair, Richland County Council

(SEAL)

ATTEST:

  
\_\_\_\_\_  
Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

## Richland County Council Request for Action

**Subject:**

An Ordinance establishing a temporary moratorium on application acceptance, permit issuance, approvals, or other authorizations for demolition, new construction, rezoning, and rehabilitation in the Olympia Mill Village area of unincorporated Richland County; and invoking application of the pending ordinance doctrine

**Notes:**

First Reading: April 1, 2025

Second Reading: April 15, 2025

Third Reading: May 6, 2025 {Tentative}

Public Hearing: May 6, 2025



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

AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON  
APPLICATION ACCEPTANCE, PERMIT ISSUANCE, APPROVALS, OR  
OTHER AUTHORIZATIONS FOR DEMOLITION, NEW CONSTRUCTION,  
REZONING, AND REHABILITATION IN THE OLYMPIA MILL VILLAGE  
AREA OF UNINCORPORATED RICHLAND COUNTY

WHEREAS, Richland County Council (“Council”) is empowered to enact ordinances for the implementation and enforcement of powers granted to it pursuant to Sections 4-9-30(9) and (17) of the South Carolina Code of Laws and to exercise other powers as necessary to promote the health, safety, and welfare of Richland County; and

WHEREAS, Council is empowered to establish a neighborhood overlay district to protect and preserve the unique design features and character of an established neighborhood within the unincorporated areas of the County and to promote new construction that is compatible with the character of the existing neighborhood; and

WHEREAS, Council adopted the Capital City Mill District Neighborhood Master Plan on November 14, 2007 which recommended the adoption of a neighborhood character overlay district to preserve historic character and provided a unified framework for design and development in the Mill District; and

WHEREAS, the Olympia Mill Village, located within the Mill District South of Olympia and Granby Mills, served as a mill village surrounding the Olympia Mill that was constructed in 1899; and

WHEREAS, consistent with the recommendation to adopt a neighborhood character overlay the Richland County Planning Commission began developing guidelines for the Olympia Mills Neighborhood Overlay District; and

WHEREAS, Council determines and finds it beneficial for the operations of the County and beneficial for the promotion of the public interest in orderly and prudent development of the County, for the County to review and study the impact of construction, demolition, rezoning, and rehabilitation in the Olympia Mill Village and develop appropriate guidelines; and

WHEREAS, Council further determines and finds the benefits and effectiveness of such a review and study will be aided and facilitated by a temporary moratorium on the acceptance of

applications, issuance of permits, approvals, or other authorizations for new construction, demolition, rezoning, or rehabilitation in the Olympia Mill Village; and

WHEREAS, Council believes and finds it is appropriate to establish, by this Ordinance, a temporary moratorium period of one hundred eighty (180) days on the acceptance of applications, issuance of permits, approvals, or other authorizations for new construction, demolition, rezoning, or rehabilitation in the Olympia Mill Village.

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

SECTION I. Moratorium Imposed. Richland County Council hereby declares a moratorium on the acceptance of applications, issuance of permits, approvals, or other authorizations for new construction, demolition, rezoning, or rehabilitation in the Olympia Mill Village:

- (A) All activities by the County, including County staff and any of the County's agents, boards, committees, or commissions in connection with the acceptance, review, processing, and granting of applications for approvals, permit issuance, or other permissions related to new construction, demolition, rezoning, or rehabilitation in the Olympia Mill Village, located within the unincorporated area of the County, are temporarily suspended.
- (B) A temporary moratorium is established to give the County adequate time and opportunity to review and study, analyze, and make recommendations to Council concerning guidelines for the Neighborhood Character Olympia Mill Village Overlay District.
- (C) This moratorium shall not have any affect upon applications approved or permits issued prior to the effective date of this Ordinance.
- (D) A map, provided by the Richland County Department of Planning and Development Services, delineating the area in which the temporary moratorium is established is hereby incorporated herein and adopted by Council. See Attached Exhibit "A".
- (E) This moratorium shall not have any effect upon a structure that has been substantially damaged by fire, wind, flood, or other natural disaster or act of God so long as the repair does not:
  - (1) increase the dimensions of the structure; or
  - (2) change the location of the structure.

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

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

SECTION IV. This Ordinance is effective after its third reading and public hearing.

SECTION V. This Ordinance shall expire one hundred eighty (180) days following the date of adoption of this Ordinance or until rescinded by Richland County Council, whichever is earlier. The Council, by subsequent Ordinance, may extend the temporary moratorium for a further time period upon appropriate findings.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_

Jesica Mackey, Chair

Richland County Council District 9

ATTEST THIS THE \_\_\_\_ DAY

OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Anette Aquino Kirylo

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

\_\_\_\_\_  
Approved As To LEGAL Form Only

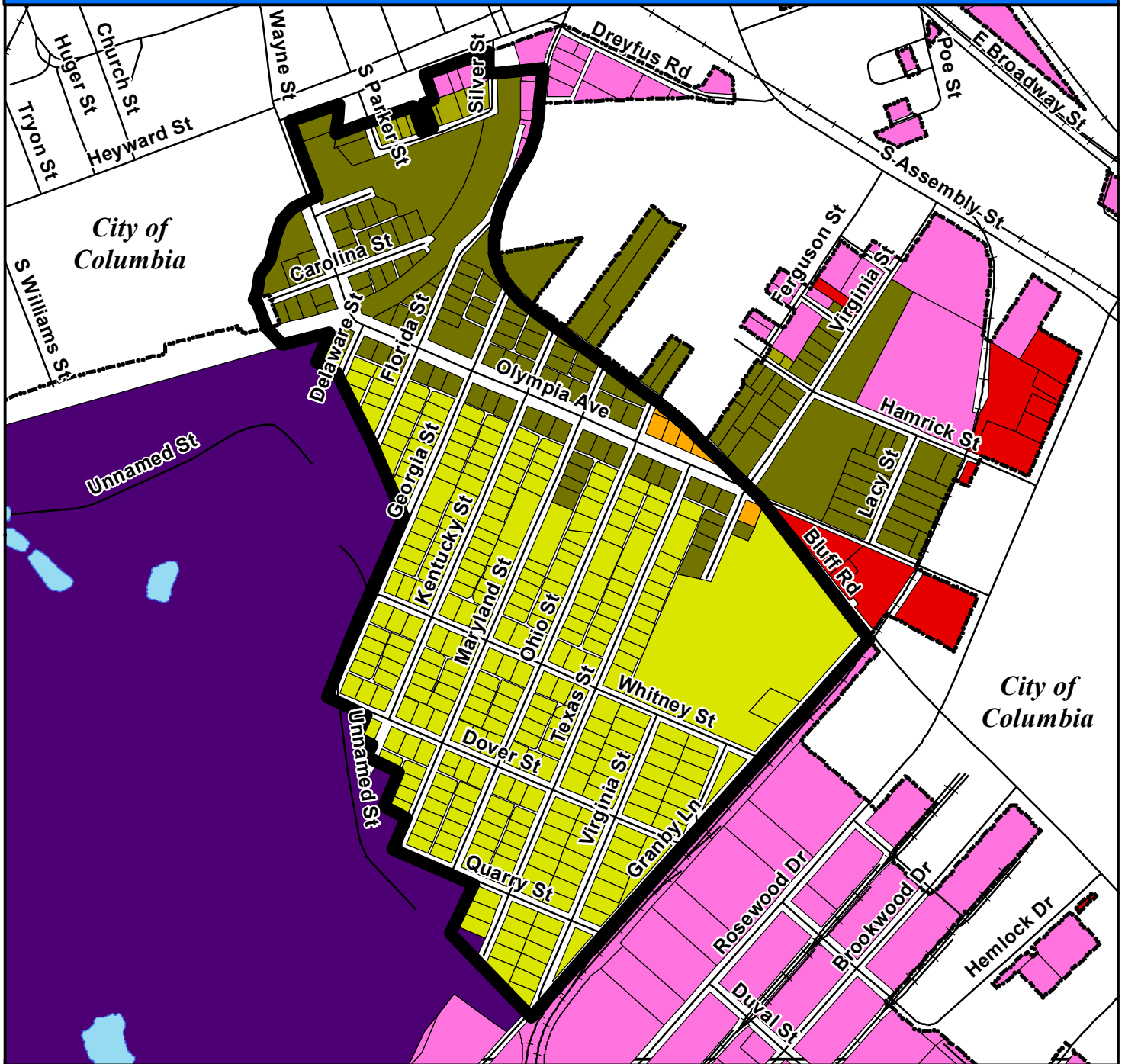
No Opinion Rendered As To Content

First Reading:

Second Reading:

Public Hearing:

# OLYMPIA OVERLAY DISTRICT



## ZONING CLASSIFICATIONS

OS	R1	R5	GC	HI	CC-4
AG	R2	R6	M-1	CC-1	PD
HM	R3	RC	INS	CC-2	Olympia Overlay Boundary
RT	R4	MU1	LI	CC-3	Subject Property

N



## Richland County Council Request for Action

**Subject:**

An Ordinance to raise revenue, make appropriations, and adopt FY 2025 Annual Budget for Richland County, South Carolina; authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2024 will provide sufficient revenues for the operations of Richland County Government from July 1, 2024 through June 30, 2025 (Fiscal Year 2025)

**Notes:**

First Reading: April 1, 2025

Second Reading: April 15, 2025

Third Reading: May 6, 2025 {Tentative}

Public Hearing: May 6, 2025

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_ 24-HR

An Ordinance to raise revenue, make appropriations, and adopt FY 2025 Annual Budget for Richland County, South Carolina; authorizing the levying of Ad Valorem property taxes which together with the prior year’s carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2024 will provide sufficient revenues for the operations of Richland County Government from July 1, 2024 through June 30, 2025 (Fiscal Year 2025)

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

**SECTION 1.** The following appropriations by activity and the estimated revenue to support these appropriations, as well as other supporting documents contained in the adopted Fiscal Year 2024-2025 Annual Budget is hereby adopted, with such supporting documents being made reference to and incorporated herein by reference, as follows:

Fund	Revenue	Transfer In	Fund Balance	Total Sources	Expenditures	Transfer Out	Total Uses
General Fund Operating	\$216,959,183	\$8,286,209	\$8,132,616	\$233,378,008	\$218,258,199	\$15,119,809	\$233,378,008
General Fund Capital		\$0	\$6,225,000	\$6,225,000	\$6,225,000		\$6,225,000
General Fund	\$216,959,183	\$8,286,209	\$14,357,616	\$239,603,008	\$224,483,199	\$15,119,809	\$239,603,008
Special Revenue							
Victim's Rights	\$195,000	\$1,212,504	\$0	\$1,407,504	\$1,407,504	\$0	\$1,407,504
Tourism Development	\$1,332,000	\$0	\$222,121	\$1,554,121	\$1,332,000	\$222,121	\$1,554,121
Temporary Alcohol Permits	\$111,947	\$0	\$115,000	\$226,947	\$226,947	\$0	\$226,947
Emergency Telephone System	\$3,465,057	\$3,556,442	\$762,050	\$7,783,549	\$7,608,473	\$175,076	\$7,783,549
Fire Service	\$32,530,001	\$0	\$4,321,849	\$36,851,850	\$32,509,073	\$4,342,777	\$36,851,850
Stormwater Management	\$4,093,800	\$0	\$183,741	\$4,277,541	\$4,028,800	\$248,741	\$4,277,541
Conservation Commission Fund	\$994,000	\$143,988	\$1,470,564	\$2,608,552	\$2,562,343	\$46,209	\$2,608,552
Neighborhood Redev. Fund	\$994,000	\$0	\$0	\$994,000	\$952,907	\$41,093	\$994,000
Hospitality Tax	\$10,442,422	\$0	\$3,555,182	\$13,997,604	\$9,012,254	\$4,985,350	\$13,997,604
Accommodation Tax	\$640,000	\$0	\$232,148	\$872,148	\$750,000	\$122,148	\$872,148
Title IVD - Sheriff's Fund	\$32,000	\$35,824	\$0	\$67,824	\$67,824	\$0	\$67,824
Title IV - Family Court	\$1,101,701	\$324,015	\$0	\$1,425,716	\$1,425,716	\$0	\$1,425,716
Road Maintenance Fee	\$6,338,862	\$0	\$5,703,215	\$12,042,077	\$11,594,086	\$447,991	\$12,042,077
Public Defender	\$2,309,184	\$4,337,543	\$0	\$6,646,727	\$6,646,727	\$0	\$6,646,727
Transportation Tax	\$96,682,144	\$0	\$0	\$96,682,144	\$2,846,691	\$93,835,453	\$96,682,144
Mass Transit	\$0	\$27,198,375	\$0	\$27,198,375	\$27,198,375	\$0	\$27,198,375
School Resource Officers	\$6,595,773	\$1,964,979	\$0	\$8,560,752	\$7,961,127	\$599,625	\$8,560,752
Economic Development	\$4,360,872	\$1,096,331	\$3,500,000	\$8,957,203	\$7,228,830	\$1,728,373	\$8,957,203
Child Fatality Review	\$35,000	\$0	\$0	\$35,000	\$35,000	\$0	\$35,000
Special Revenue Total	\$172,253,763	\$39,870,001	\$20,065,870	\$232,189,634	\$125,394,677	\$106,794,957	\$232,189,634
Debt Service							
General Debt Service	\$18,721,888	\$0	\$0	\$18,721,888	\$18,721,888	\$0	\$18,721,888
Fire Bonds 2018B 1,500,000	\$555,000	\$0	\$0	\$555,000	\$555,000	\$0	\$555,000
RFC-IP Revenue Bond 2019	\$1,605,577	\$0	\$0	\$1,605,577	\$1,605,577	\$0	\$1,605,577
Hospitality Refund 2013A B/S	\$0	\$1,486,963	\$0	\$1,486,963	\$1,486,963	\$0	\$1,486,963
East Richland Public Svc Dist.	\$1,438,560	\$0	\$0	\$1,438,560	\$1,438,560	\$0	\$1,438,560
Recreation Commission Debt Svc	\$458,016	\$0	\$0	\$458,016	\$458,016	\$0	\$458,016
Riverbanks Zoo Debt Service	\$2,670,190	\$0	\$0	\$2,670,190	\$2,670,190	\$0	\$2,670,190
School District 1 Debt Service	\$69,127,795	\$0	\$0	\$69,127,795	\$69,127,795	\$0	\$69,127,795
School District 2 Debt Service	\$64,845,932	\$0	\$0	\$64,845,932	\$64,845,932	\$0	\$64,845,932
Transportation Debt Service		\$14,434,250	\$0	\$14,434,250	\$14,434,250	\$0	\$14,434,250
Debt Service Total	\$159,422,958	\$15,921,213	\$0	\$175,344,171	\$175,344,171	\$0	\$175,344,171
Enterprise Funds							
Solid Waste Enterprise Fund	\$45,612,681	\$0	\$0	\$45,612,681	\$44,041,800	\$1,570,881	\$45,612,681
Richland County Utilities	\$15,015,898	\$0	\$10,000,000	\$25,015,898	\$23,451,907	\$1,563,991	\$25,015,898
Hamilton-Owens Airport Operating	\$268,000	\$0	\$365,330	\$633,330	\$532,691	\$100,639	\$633,330
Enterprise Funds Total	\$60,896,579	\$0	\$10,365,330	\$71,261,909	\$68,026,398	\$3,235,511	\$71,261,909
Millage Agencies							
Richland Cnty Recreation Commission	\$19,743,400	\$0	\$0	\$19,743,400	\$19,743,400	\$0	\$19,743,400
Columbia Area Mental Health	\$3,017,923	\$0	\$0	\$3,017,923	\$3,017,923	\$0	\$3,017,923
Public Library	\$34,505,365	\$0	\$0	\$34,505,365	\$34,505,365	\$0	\$34,505,365
Riverbanks Zoo	\$1,517,888	\$0	\$0	\$1,517,888	\$1,517,888	\$0	\$1,517,888
Midlands Technical College	\$8,321,255	\$0	\$0	\$8,321,255	\$8,321,255	\$0	\$8,321,255
Midlands Tech Capital/Debt Service	\$4,427,677	\$0	\$0	\$4,427,677	\$4,427,677	\$0	\$4,427,677
School District One	\$270,928,511	\$0	\$0	\$270,928,511	\$270,928,511	\$0	\$270,928,511
School District Two	\$193,918,258	\$0	\$0	\$193,918,258	\$193,918,258	\$0	\$193,918,258
Millage Agencies Total	\$536,380,277	\$0	\$0	\$536,380,277	\$536,380,277	\$0	\$536,380,277
Grand Total	\$1,145,912,760	\$64,077,423	\$44,788,816	\$1,254,778,999	\$1,129,628,722	\$125,150,277	\$1,254,778,999

**SECTION 2.** Mileage rate paid to County employees shall be the same as the U.S. Federal reimbursement rate per mile for the fiscal period stated above.

**SECTION 3.** All fees previously approved by the County Council, either through budget ordinances or ordinances apart from

the budget, will remain in effect unless and until the County Council votes to amend those fees.

**SECTION 4.** No County fees, excluding fees from SECTION 16, SECTION 17, SECTION 18 and SECTION 19, based on CPI shall be adjusted on the current year inflationary adjustment (CPI) due to the small incremental change.

**SECTION 5** At fiscal year-end, any funds encumbered for capital purchases shall reflect as a designation of fund balance in the Annual Comprehensive Financial Report and shall be brought forward in the subsequent fiscal year as budgeted fund balance. This automatic re-budgeting shall not require a supplemental budget ordinance.

**SECTION 6.** Continuation grants and those with no personnel or match requests are considered approved as presented with budget adoption up to available budgeted match dollars. All other grants will require individual Council approval prior to award acceptance.

**SECTION 7.** Commensurate with budget authority, the County Administrator may approve purchases in the amount of one hundred thousand dollars (\$100,000) or less. Purchases in excess of one hundred thousand dollars (\$100,000) shall be reviewed and approved by the County Council prior to acceptance.

**SECTION 8.** All non-exclusive contracts exceeding \$100,000 and existing at the time of budget adoption shall be renewed for the subsequent fiscal year provided the following conditions exist: The services provided under the contract will continue to be required in the subsequent fiscal year; the contract was originally procured through the County's Procurement Division utilizing the competitive procurement method, where appropriate, and following all other procurement ordinances, regulations and guidelines; The contract is within a five-year period during which contracts may be renewed annually upon mutual agreement by both parties not to exceed five years; the performance of the contractor has been confirmed, in writing, by the user department and by the Manager of Procurement to be satisfactory; Budget dollars have been appropriated by the County Council to fund the contract for the subsequent fiscal year. All items included on the State contract greater than \$100,000 are considered as reviewed and approved therefore will not be required to go back to Council for additional approval.

**SECTION 9.** Designated fund balance allocated in prior years for the establishment of an emergency disaster fund, economic development fund, and an insurance reserve fund shall remain as designated, but only to the extent of available fund balance as approved by the County Administrator.

**SECTION 10.** All One-percent funds collected through established Multi-County Industrial Park agreements or the funds from the completed sale of any county-owned property in a multi-county park shall be placed in the Richland County Economic Development Fund and be immediately appropriated for the purpose of continued Economic Development. This appropriation shall not require a supplemental budget ordinance.

**SECTION 11.** Funds awarded to the Sheriff's Department through forfeiture are included as part of this ordinance and Council designates, as the governing body, that the Sheriff shall maintain these funds in accordance with Federal, State and County guidelines. All forfeited funds will be audited along with the General Fund and posted at that time.

**SECTION 12.** The County will be self-funded against tort claim liability and shall no longer carry an excess liability insurance policy. Funding shall be established through the annual automatic re-budgeting of these County funded accounts. The amount to be carried forward shall not exceed the unspent portion of the current year appropriation and shall be used only for the original intended purpose as identified in the year of appropriation. This shall increase the original appropriated budget and shall not require a separate budget amendment.

**SECTION 13.** The Sheriff and Finance Director will assess the status of fees collected through the Special Duty Program prior to the end of fiscal year 2024. All excess funds collected for the administrative cost over cost incurred shall reflect as a designation of fund balance and shall be brought forward in the following fiscal year as budgeted fund balance. This automatic re-budgeting shall not require a supplemental budget ordinance. Continuation of the Special Duty Program and associated fees shall be evaluated each year during the budget process.

**SECTION 14.** The appropriation includes the approval of the Sheriff's Department School Resource Officer Program. Funding shall be contingent upon annual approval and appropriation by County Council. At the end of each fiscal year, the Finance Director and the Sheriff will assess the status of the billing and collections for each school district as of the end of the fiscal year. Any program shortfall of collections for the fiscal year by the School District shall result in additional collection procedures inclusive of charging shortfall to the Sheriff's Department fiscal budget. All excess funds collected beyond cost of the program shall be brought forward in the subsequent budget year as a budgeted use of fund balance and made available to the Sheriff's Department to be used toward the district-specific program cost. The automatic re-budgeting shall not require a supplemental budget ordinance. Continuation of the School Resource Officer program and associated fees shall be evaluated each fiscal year during the budget process.

**SECTION 15.** All funds collected by the Sheriff's Department as a cost reimbursement from employees shall be credited back to the sheriff's budget and allowed to utilize for other operational cost.

**SECTION 16.** During its June 18, 2024 meeting, Richland County Council approved changes in the Land Development Fee Schedule effective July 1, 2024 (FY 2025). New fee schedule is as follows:

Residential Plan Review

Review Type	Description of services	Proposed Cost
Sketch plan	Review of conceptual plan, first resubmittal, and Development	
	Review Team meeting	\$650
Preliminary Plan Review	Initial review & first submittal, initial record drawing review	\$750+\$20/lot
Additional reviews	Each additional review	50% of original fee
Additional record drawing reviews	Each additional review	\$500
Land Disturbance Permit	Disturbance permit and MS4 inspections	2years \$3,000+\$200ac 5years \$4,500+ \$200/ac
	Preconstruction meeting	covered by LDP fee
	Inspection reports	covered by LDP fee
	Final inspection for NOT	covered by LDP fee
	Re-inspection of final inspection	\$750
Permit renewal	Per year after initial permit expires	\$1,000
Modification to approved plans	Major, minor and owner revision	25% of original fee

Infrastructure Fees

Road inspections	Inspection of roadway base, first proof roll, asphalt paving, curb and gutter, and sidewalk	\$1250 +\$1/LF
Storm Drainage Pipe	Visual inspection at install, check of inverts, slope, and camera inspection as needed	\$0.25/LF
Reinspection of sub-standard infrastructure		\$250 every 500LF
Warranty Bond	(submission required to release construction surety) review of bond and release letters	\$250

Non-compliance Fees

Stop Work	A site inspection is required to lift a stop work order	\$1,200
Unauthorized work	Work without a permit or approval; fee is in addition to standard permitting fees	\$1,000



**Commercial Plan Review**

Review Type	Description of services	Proposed Cost
Preliminary Plan Review	Initial review & first submittal, initial record drawing review	\$1,250
Additional reviews	Each additional review	\$250
Additional record drawing reviews	Each additional review	\$250
Land Disturbance Permit	Disturbance permit and MS4 inspections	2years \$1,500+\$100/ac 5years \$3,500+ \$100/ac
	preconstruction meeting	covered by LDP fee
	inspection reports	covered by LDP fee
	final inspection for NOT	covered by LDP fee
Re-inspection of final inspection		\$750
Permit renewal	Per year after initial permit expires	\$1,000
Modification to approved plans	Major, minor and owner revision	25% of original fee
Linear Projects	Initial review & first submittal, initial record drawing review	based on disturbance
	< 1 acre	\$325
	>1 ac- 5 ac	\$500
	>5ac	\$750
	Additional reviews	50% original fee
	LDP linear projects >1ac	\$525
Small commercial	<1ac, no engineered infrastructure	\$325

Miscellaneous		
Encroachments	Work inside County right-of-way	\$300
SWPPPs	Level 1 project working under a SWPPP	\$300
SWPPPs	Level 2 project working under a SWPPP	\$500
Individual Lot Development	IL-NOI aggregating to >1 acre inside a larger common plan	\$300 + \$20/lot
*Fee waiver will apply to residents working on property they own		

**Plat Reviews**

Type	Description of services	Proposed Cost
Bonded Plat	Review of plat- initial review and first resubmittal	\$150 +\$20/lot
	Review of bond estimate and surety, 1 site inspection	\$500
Final Plat	Review of plat- initial review and first resubmittal	\$80 +\$10/lot
Additional reviews for any plat	Each additional review	\$250

**SECTION 17.** During its June 18, 2024 meeting, Richland County Council approved an increase in the Solid Waste rates effective July 1, 2024 (FY2025). The new rates for curbside, as approved, are as follows:

- Solid Waste Rates FY2025:
- Residential Curbside \$385.58
  - Backyard Pickup \$694.04
  - Disability Backyard Service - \$385.58
  - Commercial Curbside Service - \$771.16
  - Rollcart Initial Setup Fee - \$75.00
  - C&D Disposal at Richland County Landfill - \$27.50 per ton (waste must originate in Richland County)
  - Yard/Land Clearing Debris/Dirt - \$27.50 per ton
  - Brown Goods/Bulk Items - \$27.50 per ton
  - Metal and Appliances - \$27.50 per ton
  - Mattress/Box Spring – No Charge for Richland County Residents (Limit 2 per day, Mattress & Box Spring

are 1)

- Mattress/Box Spring Commercial - \$352.00 per ton
- Tires Commercial - \$1.50 each or \$150 per ton
- Residential Tire with proper identification – No Charge (Limit 4 per day)
- Large Commercial Truck Tires (22.5, AG, etc) - \$5.60 each
- Residential Electronic Waste (Up to 5 electronic items per day) – No Charge
- Commercial Electronic Waste, Landfill Only - \$1.10 per lb
- Residential Mulch – County residents receive mulch at no charge. Resident self-load. Landfill only
- Commercial Mulch - \$14.00 per ton, Landfill only
- Residential Latex Paint, No Charge for Richland County residents. (Up to 5 cans of any size per day)
- Commercial Latex Paint - \$1.10 per lb

**SECTION 18.** During its June 18, 2024 meeting, Richland County Council approved an increase in the Utilities’ fees for water effective July 1, 2024 (FY 2025). New fees, as approved, are as follows:

1st 1,000 gallons	\$23.00
Minimum base charge standard Meter	
Next 8,000 gallons	\$5.14/1000 gallons
Next 11,000 gallons	\$4.81/1000 gallons
Next 10,000 gallons	\$4.53/1000 gallons
Next 30,000 gallons	\$4.26/1000 gallons
Next 60,000 gallons	\$3.87/1000 gallons

**SECTION 19.** During its June 18, 2024 meeting, Richland County Council approved an increase in the Utilities’ fees for sewer effective July 1, 2024 (FY 2025). New fees, as approved, are as follows:

Sewer Rates:  
FY2025: \$74.91

**SECTION 20. Conflicting Ordinances Repealed.** All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 21. Severability.** If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

**SECTION 22. Effective Date.** This Ordinance shall become effective March 4, 2025

Richland County Council

By: \_\_\_\_\_

First Reading: FY 2025 – May 7, 2024  
Public Hearing: FY 2025 –May 23, 2024  
Second Reading: FY 2025 – June 4, 2024  
Third Reading: FY 2025 – June 18, 2024  
Budget Amendment: FY 2025 – March 4, 2025

## Richland County Council Request for Action

**Subject:**

An Ordinance Authorizing the East Richland County Public Service District, South Carolina to issue not exceeding \$10,000,000 of General Obligation Bonds; and providing for other matters related thereto

**Notes:**

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

# **RICHLAND COUNTY ADMINISTRATION**

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



## **Agenda Briefing**

Prepared by:	Ashiya Myers	Title:	Assistant to the County Administrator	
Department:	Administration	Division:		
Date Prepared:	March 11, 2025	Meeting Date:	March 25, 2025	
Legal Review	Patrick Wright via email		Date:	March 12, 2025
Budget Review	Maddison Wilkerson via email		Date:	March 12, 2025
Finance Review	Stacey Hamm via email		Date:	March 12, 2025
Approved for consideration:		County Administrator		Leonardo Brown, MBA, CPM
Meeting/Committee	Administration & Finance			
Subject	2025 East Richland Public Service District General Obligation Bond			

### **RECOMMENDED/REQUESTED ACTION:**

The East Richland Public Service District seeks authorization from Richland County Council to issue general obligation bonds to defray the costs of improvements and/or repairs to its wastewater system.

Request for Council Reconsideration: ☒ Yes

### **FIDUCIARY:**

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

### **ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

There is no fiscal impact to nor obligation of the County. The Commission estimates that the costs of the project and the costs of issuance of the Bonds will not exceed \$10,000,000. The District's bonds do not constitute debt of the County and do not count against the County's debt limit. The District also indicates that it will structure the repayment of the bonds so that no millage increase is required.

*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:**

South Carolina Code of Laws

### **MOTION OF ORIGIN:**

There is no associated Council motion of origin.

#### STRATEGIC & GENERATIVE DISCUSSION:

The East Richland Public Service District is planning to issue not to exceed \$10,000,000 of its general obligation bonds to pay for various improvements to its facilities. As a special purpose district, under state law, the District must request and secure approval from Richland County prior to issuing general obligation bonds. The District has provided the attached "Bond Situation Sheet," which provides additional background on the planned bond issue.

#### ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

**Goal:** Foster Good Governance

*Objective:* Collaborate with other governments

**Goal:** Plan for Growth

*Objective:* Create excellent facilities

#### ATTACHMENTS:

1. Bond Situation Sheet
2. An Ordinance Authorizing the East Richland County Public Service District, South Carolina To Issue Not Exceeding \$10,000,000 Of General Obligation Bonds; And Providing for Other Matters Related Thereto
3. A Resolution Ordering A Public Hearing to Be Held on The Issuance of Not Exceeding \$10,000,000 Aggregate Principal Amount of General Obligation Bonds of The East Richland County Public Service District, South Carolina; Providing for The Publication of The Notice of Such Public Hearing; And Other Matters Relating Thereto.
4. A Resolution Approving the Incurring of General Obligation Debt in An Amount Not Exceeding \$10,000,000; Declaring the Intent of The East Richland County Public Service District Commission to Reimburse the East Richland County Public Service District with The Proceeds of Such Obligations; And Authorizing A Petition to The County Council of Richland County Pursuant to Section 6-11-830 Of the Code of Laws Of South Carolina 1976, As Amended

### **BOND SITUATION SHEET**

Issuer:	East Richland County Public Service District, South Carolina (the “District”)
Amount of Bonds:	Not exceeding \$10,000,000
Type of Bonds:	General Obligation (GO)
Purpose:	<p>The District is seeking authorization from Richland County Council, as the governing body of Richland County, South Carolina (“County Council”) to issue general obligation bonds in order to defray the costs of (i) improvements and/or repairs to its wastewater system, including (A) Basin 16 rehabilitation of sewer lines, including 22 sub-basins therein; (B) Basin 16 pump station and force main; (C) I-20 and I-277 sewer line extensions; (D) replacements of pumps at Quail Lane and Decker Boulevard pump stations; (E) rehabilitation of 18-inch sewer lines along Jackson Creek and 8-Mile Branch; (F) rehabilitation of 18-inch sewer lines along Forest Lake and Rockford Lake; (G) Whitehouse Road improvements; (H) improvements to the Fort Jackson pump station; and (ii) other general improvements, repairs and expansions to the District’s sewage collection, treatment, and disposal system (collectively, to the extent financed with proceeds of the Bonds, the “Project”). The Commission estimates that the costs of the Project, together with the costs of issuance of the Bonds, will not exceed \$10,000,000.</p>
Restrictions on Proceeds:	All bond proceeds are restricted to the purposes described above as set forth the proposed authorizing ordinance.
Impact on Millage:	No millage is expected in connection with the bonds. The District anticipates structuring new debt service taking into account existing debt service, which, after taking into account the amortization of existing obligations, will not result in a millage increase.
Procedural Posture:	Upon receipt of the petition from the District, the South Carolina Code requests County Council to hold a public hearing on the question of the issuance of the bonds. Following the hearing, the District requests that County Council enact an ordinance finding whether and to what extent the bonds should be issued and authorizing the governing body of the District to issue the bonds.

### **ACTIONS REQUESTED OF COUNTY COUNCIL**

1. Adopt a resolution authorizing a public hearing and notice thereof;

2. Hold a public hearing on the proposed bonds; and
3. Enact an ordinance authorizing the District to issue bonds in an amount not to exceed \$10,000,000.

### **RECOMMENDATIONS**

1. Adopt a resolution on April 15, 2025, authorizing a public hearing on June 3, 2025 at 6:00 p.m.
2. Give first reading to the authorizing ordinance on April 15, 2025, second reading on May 6, 2025, and public hearing/third reading on June 3, 2025.

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

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AUTHORIZING ORDINANCE

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June 3, 2025



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

**ARTICLE I – FINDINGS**

**Section 1.01 Findings of Fact.**

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

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

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

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

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

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

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

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

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

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

## ARTICLE II – AUTHORIZATIONS

### Section 2.01 Authorizations.

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

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

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

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

Section 2.02 Ordinance to be Provided to District.

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

Section 2.03 Further Action.

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

[Remainder of Page Intentionally Blank]

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

COUNTY COUNCIL OF RICHLAND COUNTY

(SEAL)

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Jesica Mackey, Chair

Attest:

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Anette Kirylo, Clerk  
County Council of Richland County

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

## **EXHIBIT A**

### **NOTICE OF ACTION**

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

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

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

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

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

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

COUNTY COUNCIL OF RICHLAND COUNTY

## A RESOLUTION

### ORDERING A PUBLIC HEARING TO BE HELD ON THE ISSUANCE OF NOT EXCEEDING \$10,000,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT, SOUTH CAROLINA; PROVIDING FOR THE PUBLICATION OF THE NOTICE OF SUCH PUBLIC HEARING; AND OTHER MATTERS RELATING THERETO.

**BE IT RESOLVED**, by the County Council of Richland County (the “*County Council*”), which is the governing body of Richland County, South Carolina (the “*County*”), in meeting duly assembled:

#### Section 1      Findings of Fact.

Incident to the adoption of this resolution (this “*Resolution*”), the County Council has made the following findings of fact:

(a) The County Council is empowered by Title 6, Chapter 11, Article 5 of the Code of Laws of South Carolina 1976, as amended (the “*Enabling Act*”), to authorize the governing body of any special purpose district created prior to March 7, 1973, and located in whole or in part within the County to issue general obligation bonds of such special purpose district in order to provide funds to be used in the furtherance of any power or function committed to such special purpose district and in effect on March 7, 1973;

(b) The East Richland County Public Service District, South Carolina (hereinafter called the “*District*”), is a special purpose district located within the County and created prior to March 7, 1973, having been created by Act No. 1114 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1960, as amended, and is authorized, *inter alia*, to acquire and operate such facilities, equipment, and apparatus as shall be required for the provision of sewage disposal facilities within the District and to do all things necessary or convenient to carry out such authority;

(c) The East Richland County Public Service District Commission (the “*Commission*”), the governing body of the District, has petitioned the County Council to hold a public hearing and thereafter authorize the issuance of not exceeding \$10,000,000 of general obligation bonds of the District (the “*Bonds*”) in order to (1) defray the costs of (i) improvements and/or repairs to its wastewater system, including (A) Basin 16 rehabilitation of sewer lines, including 22 sub-basins therein; (B) Basin 16 pump station and force main; (C) I-20 and I-277 sewer line extensions; (D) replacements of pumps at Quail Lane and Decker Boulevard pump stations; (E) rehabilitation of 18-inch sewer lines along Jackson Creek and 8-Mile Branch; (F) rehabilitation of 18-inch sewer lines along Forest Lake and Rockford Lake; (G) Whitehouse Road improvements; (H) improvements to the Fort Jackson pump station; and (ii) other general improvements, repairs and expansions to the District’s sewage collection, treatment, and disposal system (collectively, to the extent financed with proceeds of the Bonds, the “*Project*”), and (2) pay the costs of issuance of the Bonds.

(d) The County Council is now minded to proceed in accordance with the provisions of the Enabling Act to call for and establish a date for a public hearing to be held on the issuance of the Bonds.

Section 2      Ordering of Public Hearing.

The County Council finds that it may be in the interest of the District to raise moneys for the purpose of providing for the Project, and in that connection hereby orders a public hearing to be held upon the question of the issuance of the Bonds (the “*Public Hearing*”).

Section 3      Time and Place of Hearing.

(a) The Public Hearing shall be held on the question of the issuance of the Bonds in the Richland County Council Chambers located at 2020 Hampton Street, Columbia, SC 29204, on June 3, 2025 at 6:00 p.m. (or as soon thereafter as the agenda permits), and the notice of the Public Hearing in the form attached hereto as Exhibit A shall be published once a week for three successive weeks in The State, which is a newspaper of general circulation in the County. The first such publication shall not be less than 16 days prior to the hearing date.

(b) The Clerk to County Council is hereby authorized to approve changes to the notice of the Public Hearing attached hereto as Exhibit A to conform the same to reflect changes in County Council practices or its meeting schedule.

Section 4      Hearing Shall be Public.

The Public Hearing shall be conducted publicly at the time and place above stated and both proponents and opponents of the proposed issuance of the Bonds shall be given a full opportunity to be heard in person or by counsel.

Section 5      Subsequent Finding and Determination.

Following the Public Hearing, the County Council shall determine whether and to what extent the Bonds should be issued.

Section 6      Further Action.

The Chairman of the County Council and the proper County officials are hereby authorized and empowered to take all necessary action to provide for the holding of the Public Hearing in accordance with the provisions of the Enabling Act.

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DONE AND ADOPTED, this 15th day of April 2025.

COUNTY COUNCIL OF RICHLAND COUNTY

(SEAL)

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Jesica Mackey, Chair

Attest:

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Anette Kyrlo, Clerk  
County Council of Richland County

RICHLAND COUNTY ATTORNEY'S OFFICE

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



## **EXHIBIT A**

### **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT the County Council of Richland County (the “County Council”), which is the governing body of Richland County, South Carolina (the “County”), is considering whether the East Richland County Public Service District, South Carolina (the “District”) shall be authorized to issue not exceeding \$10,000,000 aggregate principal amount of general obligation bonds of the District in one or more series (the “Bonds”). On April 15, 2025, the County Council adopted a resolution authorizing the holding of a public hearing on such matter. As required by Section 6-11-840 of the Code of Laws of South Carolina 1976, as amended, you are advised of the following:

1. A public hearing will be held in the Richland County Council Chambers located at 2020 Hampton Street, Columbia, SC 29204, on June 3, 2025 at 6:00 p.m., on the question of the issuance of the Bonds.

2. The District has informed the County of its desire to issue the Bonds in an aggregate principal amount not exceeding \$10,000,000 in order to (1) defray the costs (i) improvements and/or repairs to its wastewater system, including (A) Basin 16 rehabilitation of sewer lines, including 22 sub-basins therein; (B) Basin 16 pump station and force main; (C) I-20 and I-277 sewer line extensions; (D) replacements of pumps at Quail Lane and Decker Boulevard pump stations; (E) rehabilitation of 18-inch sewer lines along Jackson Creek and 8-Mile Branch; (F) rehabilitation of 18-inch sewer lines along Forest Lake and Rockford Lake; (G) Whitehouse Road improvements; (H) improvements to the Fort Jackson pump station; and (ii) other general improvements, repairs and expansions to the District’s sewage collection, treatment, and disposal system (collectively, to the extent financed with proceeds of the Bonds, the “Project”), and (2) pay the costs of issuance of the Bonds.

3. The District estimates that the costs of the Project will not exceed \$10,000,000.

4. For the payment of the principal of and interest on the Bonds as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied annually on all taxable property in the District ad valorem taxes in an amount sufficient to pay principal and interest on the Bonds as the same fall due.

5. The aforesaid hearing shall be conducted publicly and both proponents and opponents of the proposed action shall be given full opportunity to be heard in person or by counsel. Following the hearing, the County Council shall, by ordinance, make a finding as to whether and to what extent the Bonds should be issued and may thereupon authorize the governing body of the District to issue the Bonds to the extent it shall be found necessary.

COUNTY COUNCIL OF RICHLAND COUNTY

## A RESOLUTION

**APPROVING THE INCURRING OF GENERAL OBLIGATION DEBT IN AN AMOUNT NOT EXCEEDING \$10,000,000; DECLARING THE INTENT OF THE EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT COMMISSION TO REIMBURSE THE EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT WITH THE PROCEEDS OF SUCH OBLIGATIONS; AND AUTHORIZING A PETITION TO THE COUNTY COUNCIL OF RICHLAND COUNTY PURSUANT TO SECTION 6-11-830 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED**

**BE IT RESOLVED** by the East Richland County Public Service District Commission (the "**Commission**"), the governing body of the East Richland County Public Service District, South Carolina (the "**District**"), in meeting duly assembled:

### ARTICLE I

#### FINDINGS OF FACT

**Section 1.1 Findings.** Incident to the adoption of this resolution (this "**Resolution**"), the Commission has made the following findings of fact:

(a) The District was created as a special purpose district established in Richland County, South Carolina (the "**County**"), as a body politic and corporate pursuant to the provisions of Act No. 1114 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1960, as amended. The District is located wholly within the County.

(b) In carrying out its functions and duties, the Commission has determined that a need exists at the present time to issue general obligation bonds of the District in one or more series (the "**Bonds**") in order to defray the costs of (i) improvements and/or repairs to its wastewater system, including (A) Basin 16 rehabilitation of sewer lines, including 22 sub-basins therein; (B) Basin 16 pump station and force main; (C) I-20 and I-277 sewer line extensions; (D) replacements of pumps at Quail Lane and Decker Boulevard pump stations; (E) rehabilitation of 18-inch sewer lines along Jackson Creek and 8-Mile Branch; (F) rehabilitation of 18-inch sewer lines along Forest Lake and Rockford Lake; (G) Whitehouse Road improvements; (H) improvements to the Fort Jackson pump station; and (ii) other general improvements, repairs and expansions to the District's sewage collection, treatment, and disposal system (collectively, to the extent financed with proceeds of the Bonds, the "**Project**"). The Commission estimates that the costs of the Project, together with the costs of issuance of the Bonds, will not exceed \$10,000,000.

(c) The County Council of Richland County, South Carolina (the "**County Council**"), as the governing body of the County, is empowered by Title 6, Chapter 11, Article 5 of the Code of Laws of South Carolina 1976, as amended (the "**Enabling Act**"), to authorize the

governing body of any special purpose district to issue general obligation bonds, the proceeds of which shall be used in furtherance of any power or function committed to such special purpose district and in effect on March 7, 1973.

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

(e) In order to finance the costs of the Project, the Commission has determined that it is necessary to issue the Bonds, either as a single issue or as several separate issues, and in such amount and at such times as may be determined at the time of issuance thereof by the Commission, not to exceed an aggregate principal amount of \$10,000,000. The Commission adopts this Resolution to evidence the Commission's approval of the issuance of the Bonds to defray the costs of the Project and to authorize a petition to the County Council with regard to the issuance of the Bonds. The maximum principal amount of Bonds requested hereby and to be outstanding at any one time shall be issued within the debt limit of the District, as permitted in Article X, Section 14(7) of the South Carolina Constitution.

## ARTICLE II

### REIMBURSEMENT DECLARATION

**Section 2.1 Reimbursement Declaration.** The Commission hereby declares the intention of the District to reimburse itself for a portion of the original expenditures associated with the Project with the proceeds of the Bonds in a maximum aggregate principal amount reasonably expected not to exceed \$10,000,000.

**Section 2.2 Reimbursement Findings.** To that end, the Commission determines and declares as follows:

(a) No funds from any sources other than the Bonds may be, are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the District pursuant to the budget or financial policies of the District, for the financing of the portion of the costs of acquisition, construction, and equipping of the Project to be funded with the Bonds.

(b) The District reasonably expects that all or a portion of the original expenditures incurred for the Project and the issuance of the Bonds will be paid prior to the date of issuance of the Bonds.

(c) The District intends and reasonably expects to reimburse itself for all or a portion of such expenditures paid by it with respect to a Project prior to the issuance of the Bonds, from the proceeds of the Bonds, and such intention is consistent with the budgetary and financial circumstances of the District.

(d) The District intends and reasonably expects to reimburse itself for all such expenditures that are reimbursed from Bond proceeds no later than 18 months after the later of (i) the date the original expenditure is paid, or (ii) the date the applicable Project is placed in

service or abandoned for federal income tax purposes, but in no event more than three years after the original expenditure is paid.

(e) All of the costs to be paid or reimbursed from the proceeds of the Bonds will be for costs incurred in connection with the issuance of the Bonds or will, at the time of payment thereof, be properly chargeable to the capital account of a Project (or would be so chargeable with a proper election) under general federal income tax principles.

(f) This Resolution shall constitute a declaration of official intent under United States Department of the Treasury Regulation Section 1.150-2.

### ARTICLE III

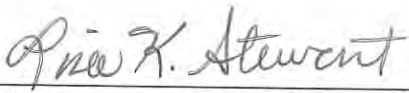
#### SUBMISSION OF PETITION

**Section 3.1 Petition.** The petition attached hereto as Exhibit A, shall be presented to County Council in accordance with and for the purposes set forth in Section 6-11-830 of the Enabling Act. The Chairman (or in his absence the Vice Chairman) of and Secretary to the Commission are hereby authorized and directed to cause said petition to be delivered to County Council.

**DONE IN MEETING DULY ASSEMBLED**, this 28th day of February 2025.

EAST RICHLAND COUNTY PUBLIC SERVICE  
DISTRICT, SOUTH CAROLINA

(SEAL)

By:   
Chairman, East Richland County Public  
Service District Commission

Attest:

  
Secretary, East Richland County Public Service  
District Commission

**PETITION OF THE EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT COMMISSION TO THE GOVERNING BODY OF RICHLAND COUNTY, SOUTH CAROLINA, PURSUANT TO TITLE 6, CHAPTER 11, ARTICLE 5 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.**

1. East Richland County Public Service District, South Carolina (the "**District**"), was created as a special purpose district established in Richland County, South Carolina (the "**County**"), as a body politic and corporate pursuant to the provisions of Act No. 1114 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1960, as amended. The District is located entirely within the County.

2. In carrying out its functions and duties, the East Richland County Public Service District Commission (the "**Commission**"), as the governing body of the District, has determined that a need exists at the present time to issue general obligation bonds (the "**Bonds**") in order to defray the costs of (i) improvements and/or repairs to its wastewater system, including (A) Basin 16 rehabilitation of sewer lines, including 22 sub-basins therein; (B) Basin 16 pump station and force main; (C) I-20 and I-277 sewer line extensions; (D) replacements of pumps at Quail Lane and Decker Boulevard pump stations; (E) rehabilitation of 18-inch sewer lines along Jackson Creek and 8-Mile Branch; (F) rehabilitation of 18-inch sewer lines along Forest Lake and Rockford Lake; (G) Whitehouse Road improvements; (H) improvements to the Fort Jackson pump station; and (ii) other general improvements, repairs and expansions to the District's sewage collection, treatment, and disposal system (collectively, to the extent financed with proceeds of the Bonds, the "**Project**"). The Commission estimates that the costs of the Project, together with the costs of issuance of the Bonds, will not exceed \$10,000,000.

3. In order to defray the costs of the Project, the District proposes to issue the Bonds in a principal amount not exceeding \$10,000,000, which Bonds may be issued as a single issue or from time to time as several separate issues, as the Commission may determine.

4. The County Council of Richland County, South Carolina (the "**County Council**"), the governing body of the County, is empowered by Sections 6-11-810 through 6-11-1050, inclusive, of the Code of Laws of South Carolina 1976, as amended (the "**Enabling Act**"), to authorize the issuance of general obligation bonds by the District pursuant to the provisions of the Enabling Act. Inasmuch as the principal amount of the bonds to be issued by the District at any one time and in one or more series does not exceed the general obligation bond debt limit of the District, as established pursuant to Article X, Section 14(7) of the South Carolina Constitution, it is requested that such bonds may be issued without approval by referendum.

5. Pursuant to Section 6-11-830 of the Enabling Act, if County Council, upon petition of the Commission, determines that it may be in the best interest of the District to raise moneys for the furtherance of any power or function of the District, County Council may order a public hearing to be held upon the question of the issuance of the Bonds of the District.

WHEREFORE, the Commission prays that County Council will (i) order a public hearing to be held on the question of authorizing the issuance of an amount not exceeding \$10,000,000 of general obligation bonds of the District, (ii) approve such issuance by ordinance without the requirement for an approval referendum; and (iii) authorize the general obligation bonds to be issued as a single issue or from time to time as several separate issues as the Commission, in its

discretion and within the constraints of Article X, Section 14(7) of the South Carolina Constitution, may determine.

**EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT COMMISSION**



## Richland County Council Request for Action

**Subject:**

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an amended and restated public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Huger; and other related matters

**Notes:**

First Reading: April 15, 2025

Second Reading:

Third Reading:

Public Hearing:



**STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_**

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF  
THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK  
JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO  
INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND  
COUNTY; THE EXECUTION AND DELIVERY OF AN  
AMENDED AND RESTATED PUBLIC INFRASTRUCTURE  
CREDIT AGREEMENT TO PROVIDE FOR PUBLIC  
INFRASTRUCTURE CREDITS TO A COMPANY IDENTIFIED  
FOR THE TIME BEING AS PROJECT HUGER; 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, pursuant to an ordinance duly enacted by County Council on \_\_\_\_\_, 20\_\_, (i) the County and a company identified for the time being as Project Huger (the “Company”), entered into that certain Public Infrastructure Credit Agreement (the “Original Credit Agreement”), dated as of \_\_\_\_\_, 20\_\_ (the “Effective Date”), in connection with the establishment of a mixed use commercial real estate development in the County by the Company (the “Project”), whereby the County agreed to provide, amongst other things, certain Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project, all as set forth in greater detail in the Original Credit Agreement, and (ii) the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include within the Park the land identified in Exhibit A to the Original Credit Agreement (the “Original Land”) and other real and personal property comprising the Project in the Park, and the City of Columbia, South Carolina (the “City”) consented to such expansion of Park boundaries by an ordinance enacted on \_\_\_\_\_, 20\_\_ in accordance with Section 4-1-170(C) of the Act;

WHEREAS, subsequent to the Effective Date, the Company’s Project development timeline, as well as the scope of the Project, have been impacted by condemnation proceedings initiated by the South Carolina Department of Transportation affecting the Original Land (the “SCDOT Condemnation Proceedings”);

WHEREAS, at the request of the Company, and in light of the SCDOT Condemnation Proceedings, the County desires to amend and restate in its entirety the terms and conditions of the Original Credit Agreement to reflect certain modifications to the terms of the Original Credit Agreement by entering into an Amended and Restated Public Infrastructure Credit Agreement by and among the County and the Company, the substantially final form of which is attached hereto as Exhibit A (the “A&R Credit Agreement”); and

WHEREAS, at the Company’s request, the County further desires to expand the boundaries of the Park and to amend the Park Agreement to include certain real property located in the County, commonly known as “\_\_\_\_\_” and identified as “Parcel \_\_\_” on Exhibit A attached to the A&R Credit Agreement (“Additional Parcel”), in the Park.

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, as described in more detail in the A&R Credit Agreement, will enhance the economic development of the County and promote the welfare of its citizens.

**Section 2. Expansion of the Park Boundaries; Inclusion of Additional Parcel.** The expansion of the Park boundaries and an amendment to the Park Agreement to include the Additional Parcel in the Park is authorized. The Chair of County Council (“Chair”) is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Additional Parcel is complete on the adoption of this Ordinance by County Council, receipt of the consent of the City of Columbia, the municipality in which the Additional Parcel is located, as to the inclusion of Additional parcel in the Park, and delivery of written notice to Fairfield of the inclusion of the Additional Parcel, which written notice shall include a copy of this Ordinance and identification of Additional Parcel.

**Section 3. Approval of Public Infrastructure Credit; Authorization to Execute and Deliver A&R Credit Agreement.** The Public Infrastructure Credits, as more particularly set forth in the A&R Credit Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the A&R Credit Agreement that is before this meeting are approved and all of the A&R Credit Agreement’s terms are incorporated in this Ordinance by reference as if the A&R Credit Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the A&R Credit 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 A&R Credit Agreement and to deliver the A&R Credit 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 A&R Credit Agreement.

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

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

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

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: April 15, 2025  
Second Reading: May 6, 2025  
Public Hearing: \_\_\_\_\_, 2025  
Third Reading: \_\_\_\_\_, 2025

**EXHIBIT A**

**FORM OF A&R CREDIT AGREEMENT**

See attached.

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**AMENDED AND RESTATED  
PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**PROJECT HUGER**

**Effective as of: \_\_\_\_\_, 2025**

## AMENDED AND RESTATED PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This AMENDED AND RESTATED PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of \_\_\_\_\_, 2025 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and a company identified for the time being as PROJECT HUGER, (the “Company”, and together with the County, collectively, the “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, pursuant to an ordinance duly enacted by County Council on \_\_\_\_\_, 20\_\_, (i) the County and the Company entered into that certain Public Infrastructure Credit Agreement (the “Original Credit Agreement”), effective as of \_\_\_\_\_, 20\_\_ (the “Effective Date”), in connection with the establishment of a mixed use commercial real estate development in the County by the Company (the “Project”), whereby the County agreed to provide, amongst other things, certain Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project, all as set forth in greater detail in the Original Credit Agreement, and (ii) the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include within the Park the land identified in Exhibit A to the Original Credit Agreement (the “Original Land”) and other real and personal property comprising the Project in the Park, and the City of Columbia, South Carolina (the “City”) consented to such expansion of Park boundaries by an ordinance enacted on \_\_\_\_\_, 20\_\_ in accordance with Section 4-1-170(C) of the Act;

WHEREAS, subsequent to the Effective Date, the Company’s Project development timeline, as well as the scope of the Project, have been impacted by condemnation proceedings initiated by the South Carolina Department of Transportation affecting the Original Land (the “SCDOT Condemnation Proceedings”);

WHEREAS, at the request of the Company, and in light of the SCDOT Condemnation Proceedings, the County has determined to amend and restate in its entirety the terms and conditions of the Original

Credit Agreement to reflect certain modifications to the terms of the Original Credit Agreement as set forth herein; and

WHEREAS, by an ordinance enacted on \_\_\_\_\_, 2025 (“Ordinance”), the County authorized the modifications to the Original Credit Agreement referenced above and reflected in this Agreement, including, without limitation, the expansion of the boundaries of the Park and an amendment to the Park Agreement to include certain real property located in the County, commonly known as “\_\_\_\_\_” and identified as “Parcel \_\_\_” on Exhibit A attached hereto and made part hereof (“Additional Parcel” and together with the Original Land, collectively, the “Land”; the Land and all other real and personal property comprising the Project are collectively referred to herein as the “Property”), in the Park, and the City consented to such expansion of Park boundaries by an ordinance enacted on \_\_\_\_\_, 2025 in accordance with Section 4-1-170(C) of the Act.

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 hereinafter defined), 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 \_\_\_\_\_, 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, or cause to be achieved, 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, or cause to be completed, 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, or cause to be invested by one or more affiliated entities, not less than \$49,800,000 in taxable property, in the aggregate, in the Project ("Investment Commitment") by \_\_\_\_\_, 2030 ("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 or any affiliated entity 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.

### **Section 2.2. *Public Infrastructure Commitment.***

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make, or cause to be made by one or more affiliated entities, 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, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in, or cause investment 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 documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County's Economic Development Department sufficient to reflect the investment in the Company Public Infrastructure, in form and substance reasonably acceptable to the County. If the Company fails to substantially complete, or cause substantial completion of, the Company Public Infrastructure by the Certification Deadline in at least the cumulative total investment amount set forth in 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 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. 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, 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. The term, amount and calculation of the Public Infrastructure Credit is described in Exhibit C.

(b) For each tax year for which the Company is entitled to a Public Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual Fee Payment bill with respect to the Project net of the Public Infrastructure Credit set forth in **Section 2.3 (a)** ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE 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 D, 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, 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, 2030;

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

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

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

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

**Section 3.2. *Remedies on Default.***

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

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

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

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

## **ARTICLE IV MISCELLANEOUS**

### **Section 4.1. *Examination of Records; Confidentiality.***

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; (iii) verifying the investment in 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 interest in this Agreement on prior written consent of the County, which may be given by resolution, and which such consent will not be unreasonably withheld, conditioned 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, which such notice requirement may be satisfied by the delivery of a written joinder agreement, substantially in the form attached hereto as Exhibit E, pursuant to which such affiliated entity of the Company agrees to be bound by the terms and provisions of this Agreement with respect to the rights and interest in this Agreement so transferred. Upon delivery to the County, the aforementioned joinder agreement shall be deemed acknowledged, consented to and ratified by the County for the purposes of this Agreement. In the event of such an assignment to one or more such affiliated entities, the Parties hereto agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, and subject to the terms and provisions of Section 2.5 of this Agreement, aggregate investment in Company Public Infrastructure shall be jointly allocated to the Company and all such other assignees for the purposes of receiving the Public Infrastructure Credits. 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:

Project Huger

Attn: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

with a copy to

Tushar V. Chikhliker, Esq.

Maynard Nexsen P.C.

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 \$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. This Agreement amends, restates, supersedes, and replaces in its entirety the Original Credit Agreement, rendering the Original Credit Agreement hereafter null and void and of no further effect.

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

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

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

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

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

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

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

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

*[TWO SIGNATURE PAGES FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]*



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

**RICHLAND COUNTY, SOUTH CAROLINA**

---

Chair, Richland County Council

(SEAL)  
ATTEST:

---

Clerk to Council, Richland County Council

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

***[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]***

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

**PROJECT HUGER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]*

**EXHIBIT A**

**LAND DESCRIPTION**

[To be inserted.]

## **EXHIBIT B (See Section 2.2)**

### **DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE**

The Company Public Infrastructure includes, but is not limited to, structured parking and general infrastructure benefiting the public around the perimeter of the Project, including, but not limited to, sidewalks and landscaping, all as described in more detail below.

[To be inserted.]

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, 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 total cost of the Company Public Infrastructure, as well as the specific line item budget amounts, listed above are current estimates and the actual expenditures made by, or at the direction of, the Company with respect to the Company Public Infrastructure 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.

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 and ending on the earlier of the 10<sup>th</sup> 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 2.4)

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

See attached.

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF RICHLAND             )

**A RESOLUTION**

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

WHEREAS, Richland County Council adopted a resolution dated as of December 12, 2017 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to reaffirm its desire to have companies submit such annual reports and to update certain information regarding the submission of the annual reports.

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

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by no later January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form shall require, at a minimum, the following information, but may request such other information as the County may deem necessary or prudent:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;
- d. Age, race, gender, and county of residence of each employee at the facility or facilities in the County; and
- e. Average wage of the jobs created as a result of the project.

**Section 3.** A copy of the then-current form of the annual report may be obtained from the Richland County Economic Development Office. The annual report shall likewise be submitted to the following address (or at such other address or in such other format as may be communicated by the Richland County Economic Development Office) by the required date.

Richland County Economic Development Office  
Attention: Existing Industry Manager  
1201 Main Street, Suite 1110  
Columbia, SC 29201

**Section 4.** Subject to Section 5 below, this Resolution amends and restates the Prior Resolution in its entirety and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into any agreement between the County and a company with respect to the incentives granted by the County to such company with an effective date on or after January 1, 2024 (“Effective Date”). For any agreements dated before the Effective Date, the Prior Resolution shall be incorporated into the agreement between the County and a company with respect to the incentives granted by the County to such company.

**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

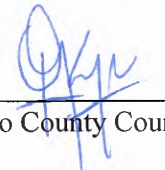
AND IT IS SO RESOLVED this 7<sup>th</sup> day of November 2023.

RICHLAND COUNTY, SOUTH CAROLINA

  
\_\_\_\_\_  
Chair, Richland County Council

(SEAL)

ATTEST:

  
\_\_\_\_\_  
Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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



## **EXHIBIT E**

### **[FORM OF JOINDER AGREEMENT]**

#### **JOINDER AGREEMENT**

Reference is hereby made to that certain Amended and Restated Public Infrastructure Credit Agreement, dated as of \_\_\_\_\_, 2025 (the “Agreement”), by and between Richland County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the “County”) and a company identified for the time being as Project Huger, acting for itself, one or more affiliated entities, and/or other project investors (collectively, the “Company”). Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Agreement.

#### **1. Joinder to Agreement.**

The undersigned (a) hereby joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Agreement with respect to its respective portion of the Project as if the undersigned were an original party to the Agreement; (b) shall receive any benefits provided under the Agreement with respect to property owned and/or placed in service by the undersigned comprising all or a portion of the Project as if the undersigned were an original party to the Agreement; (c) acknowledges and agrees that, according to the Agreement, the undersigned has been designated as a party to the Agreement by the Company for purposes of the Project.

#### **2. Representations of the Undersigned.**

The undersigned represents and warrants as follows:

(a) The undersigned is [in good standing under the laws of the state of its organization, is duly authorized to transact business in the State of South Carolina (or will obtain such authority prior to commencing business in the State of South Carolina)] / [a resident of \_\_\_\_\_], has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The undersigned’s execution and delivery of this Joinder Agreement, and the undersigned’s compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the undersigned is now a party or by which the undersigned is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the Public Infrastructure Credits and other incentives provided by the Agreement has been instrumental in inducing the undersigned to join with the Company in the Project in the County.

#### **4. Governing Law; Counterparts.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina. This Joinder Agreement may be executed in multiple counterparts, and all counterparts together constitute one and the same instrument.

#### **5. Notice.**

All notices, demands, and requests to be given or made hereunder to the undersigned pursuant to and in accordance with Section 4.7 of the Agreement shall be sent to: [\_\_\_\_\_]

[Remainder of Page Intentionally Blank]

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the Company hereby designates the above-named [entity] / [individual] as a party to the Agreement effective as of the date set forth above.

PROJECT HUGER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature Page to Joinder Agreement]

## Richland County Council Request for Action

**Subject:**

An Ordinance authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2025 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2025 through June 30, 2026. So as to raise revenue, make appropriations and amend the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2025 and ending June 30, 2026

**Notes:**

First Reading: May 6, 2025

Second Reading: June 5, 2025

Third Reading: June 17, 2025

Public Hearing: May 22, 2025

## Richland County Council Request for Action

**Subject:**

An Ordinance authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2025 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2025 through June 30, 2026

**Notes:**

First Reading: May 6, 2025

Second Reading: June 5, 2025

Third Reading: October 7, 2025

Public Hearing: May 22, 2025

## Richland County Council Request for Action

**Subject:**

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Project Sparrow; and other related matters

**Notes:**

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

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF  
THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK  
JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO  
INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND  
COUNTY; THE EXECUTION AND DELIVERY OF AN  
INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR  
INFRASTRUCTURE CREDITS TO PROJECT SPARROW; AND  
OTHER RELATED MATTERS.**

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise (collectively, “Infrastructure”);

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

WHEREAS, Project Sparrow (“Company”) desires to develop a corporate headquarters facility in the City of Columbia and within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$65,000,000 and the creation of approximately 138 new, full-time jobs;

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

WHEREAS, the City of Columbia, South Carolina, the municipality in which the Property is located, must consent to the expansion of the boundaries of the Park to include the Property in the Park in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, the County further desires to enter into an Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Infrastructure Credits against certain of the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure.

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

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

**Section 2. *Expansion of the Park Boundaries, Inclusion of Property.*** The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council (“Chair”), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council, receipt of the consent of the City of Columbia as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property, which written notice shall include a copy of this Ordinance and identification of the Property.

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

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

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

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

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



RICHLAND COUNTY, SOUTH CAROLINA

---

Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: May 6, 2025  
Second Reading: ☐  
Public Hearing: ☐  
Third Reading: ☐

**EXHIBIT A**  
**FORM OF AGREEMENT**

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**INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**PROJECT SPARROW**

**Effective as of: [\_\_\_\_\_], 2025**

## INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of [\_\_\_\_\_], 2025 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and PROJECT SPARROW, a [●] (“Company” together with the County, “Parties,” each, a “Party”).

### WITNESSETH:

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”);

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

WHEREAS, the Company has committed to establish a new [●] facility at the intersection of [●] and [●] Streets in the [●] Columbia area (the “Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$65,000,000, and which is anticipated to result in the creation of not less than 138 new, full-time jobs;

WHEREAS, by an ordinance enacted on [\_\_\_\_\_], 2025 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (collectively and together with the Land, “Property”) in the Park and the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on [ ] in accordance with Section 4-1-170(C) of the Act; and

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

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

## **ARTICLE I REPRESENTATIONS**

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

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

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

- (a) The Company is a federally chartered credit union, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment and Jobs Commitment, each as defined below, at the Project; and
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

## **ARTICLE II INFRASTRUCTURE CREDITS**

**Section 2.1. *Investment Commitment; Jobs Commitment.*** (a) The Company shall invest not less than \$65,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below.

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

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

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

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

### **Section 2.2 Infrastructure Credits.**

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company's Fee Payments due with respect to the Project commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Infrastructure Credit is described in Exhibit B.

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual Fee Payment bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.2(a), subject to provisions of Section 2.3 ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

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

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

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

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

**Investment Achievement Percentage = Actual Investment Achieved / Investment Commitment**

**Jobs Achievement Percentage = Actual New, Full-Time Jobs Created/Jobs Commitment**

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Investment Commitment and the Jobs Commitment, as applicable, will be counted. Further, all numbers shall be rounded to the nearest whole number.

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

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

*Jobs Achievement Percentage = 110/138 = 80%*

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

*Reduction Percentage = 100% - 80% = 20%*

**Section 2.4. Cumulative Infrastructure Credit.** The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

**Section 2.5. Filings.** The Company shall, on or before January 31 of each year during the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated November 7, 2023, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, with respect to the Company.

### **ARTICLE III DEFAULTS AND REMEDIES**

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

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

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

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

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

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

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

### **Section 3.2. Remedies on Default.**

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

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

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

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

## **ARTICLE IV MISCELLANEOUS**

### **Section 4.1. Examination of Records; Confidentiality.**

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the



Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment and Jobs Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“Confidential Information”) and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as “Confidential Information.” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County shall provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

**Section 4.2. Assignment.** The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

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

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

**Section 4.5. Limitation of Liability.**

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

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

**Section 4.6. Indemnification Covenant.**

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against

and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

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

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

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

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

(f) The obligations under this Section 4.6 shall survive termination of this Agreement.

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

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043
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with a copy to (does not constitute notice):	Parker Poe Adams & Bernstein LLP Attn: Ray E. Jones and Emily Luther 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202 Phone: 803.255.8000
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if to the Company:	[●]
--------------------	-----

Attn: [●]

[●]

[●]

with a copy to  
(does not constitute notice):

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

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

**Section 4.8. *Administrative Fees.*** The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of \$6,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorney's fees. Administration Expenses do not include any costs, expenses, including attorney's fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

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

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

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

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

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

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

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

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

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

*[TWO SIGNATURE PAGES FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

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

**RICHLAND COUNTY, SOUTH CAROLINA**

---

Jesica Mackey  
Chair, Richland County Council

(SEAL)  
ATTEST:

---

Clerk to Council, Richland County Council

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

*[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]*

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

**PROJECT SPARROW**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]*

**EXHIBIT A**  
**LAND DESCRIPTION**

**RICHLAND COUNTY TAX MAP NUMBERS:**

[ • ]

**EXHIBIT B**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

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



## **EXHIBIT C**

### **Richland County Resolution Requiring Certain Accountability Practices Concerning Economic Development Projects in the County**

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF RICHLAND             )

**A RESOLUTION**

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

WHEREAS, Richland County Council adopted a resolution dated as of December 12, 2017 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to reaffirm its desire to have companies submit such annual reports and to update certain information regarding the submission of the annual reports.

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

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by no later January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form shall require, at a minimum, the following information, but may request such other information as the County may deem necessary or prudent:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;
- d. Age, race, gender, and county of residence of each employee at the facility or facilities in the County; and
- e. Average wage of the jobs created as a result of the project.

**Section 3.** A copy of the then-current form of the annual report may be obtained from the Richland County Economic Development Office. The annual report shall likewise be submitted to the following address (or at such other address or in such other format as may be communicated by the Richland County Economic Development Office) by the required date.

Richland County Economic Development Office  
Attention: Existing Industry Manager  
1201 Main Street, Suite 1110  
Columbia, SC 29201

**Section 4.** Subject to Section 5 below, this Resolution amends and restates the Prior Resolution in its entirety and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into any agreement between the County and a company with respect to the incentives granted by the County to such company with an effective date on or after January 1, 2024 (“Effective Date”). For any agreements dated before the Effective Date, the Prior Resolution shall be incorporated into the agreement between the County and a company with respect to the incentives granted by the County to such company.

**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

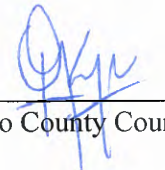
**AND IT IS SO RESOLVED** this 7<sup>th</sup> day of November 2023.

RICHLAND COUNTY, SOUTH CAROLINA

  
\_\_\_\_\_  
Chair, Richland County Council

(SEAL)

ATTEST:

  
\_\_\_\_\_  
Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

**SOUTH CAROLINA**

)

**A RESOLUTION**

)

**RICHLAND COUNTY**

)

**COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD  
VALOREM TAXES AGREEMENT BETWEEN RICHLAND  
COUNTY AND PROJECT SAM; IDENTIFYING THE PROJECT;  
AND OTHER MATTERS RELATED THERETO**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976 (the “FILOT Act”) and Title 4, Chapter 1 and Chapter 29, Code of Laws of South Carolina, 1976, as amended (the “SSRC Statute”), to enter into agreements with any industry whereby the industry would pay fees-in-lieu-of taxes (“FILOT”) with respect to qualified projects, and to provide a special source revenue credit (“SSRC”) against such FILOT payments as reimbursement to industry for the costs of qualified infrastructure with respect to such projects; through which powers manufacturing and commercial enterprises are encouraged to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”) with respect to economic development property, as defined in the Act;

WHEREAS, Project Sam (“Sponsor”), desires to invest capital in the County in order to establish solar power generating facilities in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$112,500,000 in taxable real and personal property; and

WHEREAS, as an inducement to the Sponsor to locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments and SSRCs with respect to the portion of the Project which constitutes economic development property, as defined in the Act.

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

**Section 1.** This Resolution is an inducement resolution for this Project for purposes of the Act.

**Section 2.** County Council commits to negotiate with the Sponsor to enter into the Agreement on mutually agreeable terms, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property and SSRCs to reduce the FILOT payments to a specified per megawatt value. The further details of the FILOT Payments and the agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

**Section 3.** County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

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

RESOLVED: May 6, 2025

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk to County Council

## Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Sam to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

**Notes:**

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

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT SAM TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County more particularly known as I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, Project Sam, (“Sponsor”), desires to establish a solar power generating facility in the County (“Project”) consisting of taxable investment in real and personal property of approximately \$112,500,000; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) locating the Project in the Park; and (iii) providing Infrastructure Credits and other incentives, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

**Section 1. Statutory Findings.** Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to

accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

**Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.*** The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator, or his designee, and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

**Section 3. *Inclusion within the Park.*** The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

**Section 4. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, or his designees,, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair or the County Administrator to take whatever further action and for the Chair and the County Administrator to negotiate, execute and deliver whatever further documents, and for the Clerk to County Council to attest the same, as may be appropriate to effect this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

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

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

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



RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: May 6, 2025  
Second Reading:  
Public Hearing:  
Third Reading:

**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

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**FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT**

**BETWEEN**

**PROJECT SAM**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF []**

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## SUMMARY OF CONTENTS OF FEE AGREEMENT

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
<b>Sponsor Name</b>	<b>Project Sam</b>	
<b>Project Location</b>	[●] <sup>1</sup>	Exhibit A
<b>Tax Map No.</b>	[●]	Exhibit A
<b>FILOT</b>		
• Phase Exemption Period	30 Years	
• Contract Minimum Investment Requirement	\$2,500,000	
• Investment Period	5 Years	
• Assessment Ratio	6%	
• Millage Rate	448.9 <sup>2</sup>	
• Fixed or Five-Year Adjustable Millage	Fixed	
• Claw Back Information	Failure to reach Contract Minimum Investment Requirement during the Investment Period terminates the Fee Agreement.	
<b>Multicounty Park</b>	Richland County / Fairfield County	1.1
<b>Infrastructure Credit</b>		
• Brief Description	Amount necessary to fix annual fee-in-lieu-of-tax payment at \$3,458.58 per MWac based on an assumed Final Output of 74.9 MWac for the life of the Fee Agreement.	
• Credit Term	Term of the Fee Agreement	
• Claw Back Information	Failure to reach Contract Minimum Investment Requirement during the Investment Period terminates the Fee Agreement.	
<b>Other Information</b>		

## FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [●], 2025, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Project Sam, a limited liability company organized and existing under the laws of the State of [●] (“*Sponsor*”).

### WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to establish a solar power generating facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of approximately \$112,500,000;

(d) By an ordinance enacted on [●], 2025, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

### ARTICLE I DEFINITIONS

**Section 1.1. Terms.** The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees; provided, however, that Administration Expenses shall not exceed \$7,500. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“*Code*” means the Code of Laws of South Carolina, 1976, as amended.

**“Commencement Date”** means the last day of the property tax year during which the initial Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be [December 31, 2028].

**“Contract Minimum Investment Requirement”** means a taxable investment in real and personal property at the Project of not less than \$2,500,000.

**“County”** means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

**“County Council”** means the Richland County Council, the governing body of the County.

**“Credit Term”** means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit D.

**“Department”** means the South Carolina Department of Revenue.

**“Diminution in Value”** means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

**“Economic Development Property”** means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

**“Equipment”** means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

**“Event of Default”** means any event of default specified in Section 7.1 of this Fee Agreement.

**“Fee Agreement”** means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement, as may be supplemented or amended.

**“Fee Term”** means the period from the effective date of this Fee Agreement until the Final Termination Date.

**“FILOT Payments”** means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1 of this Fee Agreement.

**“Final Phase”** means the Economic Development Property placed in service during the last year of the Investment Period.

**“Final Output”** has the meaning given such term on Exhibit D of this Fee Agreement.

**“Final Termination Date”** means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms



of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2058, the Final Termination Date is expected to be January 15, 2060, which is the due date of the last FILOT Payment with respect to the Final Phase.

**“Improvements”** means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

**“Infrastructure”** means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

**“Infrastructure Credit”** means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

**“Investment Period”** means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on [December 31, 2033].

**“MCIP Act”** means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

**“Multicounty Park”** means the multicounty industrial or business park governed by the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

**“Net FILOT Payment”** means the FILOT Payment net of the Infrastructure Credit.

**“Phase”** means the Economic Development Property placed in service during a particular year of the Investment Period.

**“Phase Exemption Period”** means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

**“Phase Termination Date”** means, with respect to each Phase, the last day of the property tax year which is the 30<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

**“Project”** means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

**“Real Property”** means real property that the Sponsor owns, leases, uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

**“Removed Components”** means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable,

undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

**“Replacement Property”** means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

**“Sponsor”** means Project Sam and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

**“Sponsor Affiliate”** means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

**“State”** means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1. *Representations and Warranties of the County.*** The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” on May 6, 2025, by adopting an Inducement Resolution, as defined in the Act on .

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate and maintain the Project in the Multicounty Park for the term of this Fee Agreement or while the Project receives an Infrastructure Credit.

(f) The County’s execution of this Fee Agreement and the placement of the Project in the Multicounty Park do not result in a change in use of any Real Property classified as agricultural use property for South Carolina property tax purposes.

**Section 2.2. Representations and Warranties of the Sponsor.** The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a solar energy generating facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor’s execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### **ARTICLE III THE PROJECT**

**Section 3.1. The Project.** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending [December 31, 2028]. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

**Section 3.2 *Leased Property.*** To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

**Section 3.3. *Filings and Reports.***

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, [2029], the Sponsor shall deliver to the County, or any person or entity acting on behalf of the County, with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated November 7, 2023, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) In accordance with Exhibit D, the Sponsor shall report the Final Output to the County in writing contemporaneously with its report to the South Carolina Public Service Commission.

(d) On request by the County, or any person or entity acting on behalf of the County, records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV  
FILOT PAYMENTS**

**Section 4.1. *FILOT Payments.***

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property and Improvements portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to [448.9], which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 20[24].<sup>3</sup>

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no

responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7 of this Fee Agreement.

**Section 4.2. FILOT Payments on Replacement Property.** If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1 of this Fee Agreement, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

**Section 4.3. Removal of Components of the Project.** Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

**Section 4.4. Damage or Destruction of Economic Development Property.**

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

#### **Section 4.5. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

**Section 4.6. Calculating FILOT Payments on Diminution in Value.** If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

**Section 4.7. Payment of Ad Valorem Taxes.** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

**Section 4.8. Place of FILOT Payments.** All FILOT Payments shall be made directly to the County in accordance with applicable law.

## ARTICLE V ADDITIONAL INCENTIVES

**Section 5.1. *Infrastructure Credits.*** To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("***Credit Term***"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

The parties agree that in the case the Sponsor fails to establish the Commencement Date prior to the last day of the property tax year that is three years from the year in which the County and the Sponsor entered into this Fee Agreement (i.e., later than December 31, 2028), this Fee Agreement shall not be invalidated, and (1) the Commencement Date shall be deemed to be December 31, 2028 and (2) the term of the Investment Period and the Term of the Fee Agreement shall be deemed to have commenced as of December 31, 2028, provided, however, the Investment Period shall terminate on December 31, 2033, unless otherwise extended pursuant to the terms of this Fee Agreement. In the case this Fee Agreement is, despite the parties' intent, invalidated due to the Commencement Date being after December 31, 2028, the Sponsor and the County agree that this Fee Agreement shall be converted to provide for an Infrastructure Credit equal to an amount needed to place the Sponsor in the same financial position as if the Fee Agreement had not been invalidated.

## ARTICLE VI CLAW BACK

**Section 6.1. *Claw Back.*** In the event that the cost of the Project (without regard to depreciation) that the Sponsor acquires does not reach the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Sponsor shall pay the County an amount pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Sponsor would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of Net FILOT Payments the Sponsor has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the lowest amount of interest as provided in Section 12-54-25 of the Code. If the Sponsor's investment in the Project (without regard to depreciation and taking into account any Sponsor Affiliate investments) attains the Contract Minimum Investment Requirement by the end of the Investment Period, but thereafter falls below the Contract Minimum Investment Requirement (without regard to depreciation) prior to the Final Termination Date, this Fee Agreement shall terminate.

## ARTICLE VII DEFAULT

**Section 7.1. *Events of Default.*** The following are "Events of Default" under this Fee Agreement:

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

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility;

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

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

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

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

### **Section 7.2. Remedies on Default.**

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

(i) as to an Event of Default under Section 7.1(a), terminate this Fee Agreement; or

(ii) as to an Event of Default under Section 7.1(a) – (e), take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

**Section 7.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any



obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 7.4. Remedies Not Exclusive.** No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

## **ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS**

**Section 8.1. Right to Inspect.** The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

**Section 8.2. Confidentiality.** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information**.” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

### **Section 8.3. Indemnification Covenants.**

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement. In no event shall the Sponsor’s obligation to indemnify any Indemnified Party exceed the value of any economic benefit or incentive the Sponsor has received under this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its reasonable 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 that itemizes all costs incurred, including an itemization of tasks performed and time spent on the matter by attorneys, and the Sponsor shall pay the County within 90 days of receipt of the statement. The Sponsor may request further reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any such documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage

and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse any Indemnified Party for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct; or (iii) if, to the extent such liability or claim is determined by a court or by the mutual agreement of the parties to be fully or partially extinguished by the termination of this Fee Agreement pursuant to the terms hereof and such termination is properly effected.

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

(f) The obligations under this Section 8.3 shall survive termination of this Fee Agreement.

**Section 8.4. No Liability of County Personnel.** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 8.5. Limitation of Liability.** The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

**Section 8.6. Assignment.** The Sponsor may assign this Fee Agreement, or all or substantially all of the Economic Development Property to which this Fee Agreement relates, in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The County hereby expressly consents in advance to any such assignment of this Fee Agreement, in whole or in part, by the Sponsor to any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

**Section 8.7. No Double Payment; Future Changes in Legislation.** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required

to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 8.8. Administration Expenses.** The Sponsor will reimburse, or cause reimbursement to, the County for its Administration Expenses. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

## **ARTICLE IX SPONSOR AFFILIATES**

**Section 9.1. Sponsor Affiliates.** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. The County hereby expressly consents to any designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor, (ii) any third party that the Sponsor may elect to involve in the investment in and ownership or financing of the Project, and (iii) the landowner(s) of the Real Property, each designated on Exhibit E attached hereto, and their respective heirs, successors and assigns. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

**Section 9.2. Primary Responsibility.** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

## **ARTICLE X MISCELLANEOUS**

**Section 10.1. Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE SPONSOR:**

Project Sam

**WITH A COPY TO (does not constitute notice):**

Nelson Mullins Riley & Scarborough, LLP  
Attn: Edward Kluiters  
1320 Main Street, 17th Floor  
Columbia, SC 29201

**IF TO THE COUNTY:**

Richland County, South Carolina  
Attn: Richland County Economic Development Director  
2020 Hampton Street  
Columbia, South Carolina 29204

**WITH A COPY TO (does not constitute notice):**

Parker Poe Adams & Bernstein LLP  
Attn: Ray E. Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

**Section 10.2. *Provisions of Agreement for Sole Benefit of County and Sponsor.*** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

**Section 10.3. *Counterparts.*** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 10.4. *Governing Law.*** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

**Section 10.5. *Headings.*** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

**Section 10.6. *Amendments.*** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

**Section 10.7. *Agreement to Sign Other Documents.*** From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

**Section 10.8. *Interpretation; Invalidity; Change in Laws.***

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 10.9. *Force Majeure.*** The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

**Section 10.10. *Termination; Termination by Sponsor.***

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, including specifically the obligations arising under Section 8.3 of this Fee Agreement, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**Section 10.11. *Entire Agreement.*** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

**Section 10.12. *Waiver.*** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 10.13. *Business Day.*** If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the

jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

**Section 10.14. Agreement's Construction.** Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

*[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]*

**PROJECT SAM**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]*



**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**TO BE PROVIDED FOR FINAL READING.**

**EXHIBIT B (see Section 9.1)**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE], 2025 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Project Sam (“Sponsor”).

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_] , a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

**2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Representations of the Sponsor Affiliate.**

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

**5. Notice.**

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[\_\_\_\_\_]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity  
By:\_\_\_\_\_  
Its:\_\_\_\_\_

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**RICHLAND COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
By:\_\_\_\_\_  
Its:\_\_\_\_\_

**EXHIBIT C (see Section 3.3)**  
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING**  
**ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF RICHLAND            )

**A RESOLUTION**

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

WHEREAS, Richland County Council adopted a resolution dated as of December 12, 2017 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to reaffirm its desire to have companies submit such annual reports and to update certain information regarding the submission of the annual reports.

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

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by no later January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form shall require, at a minimum, the following information, but may request such other information as the County may deem necessary or prudent:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;
- d. Age, race, gender, and county of residence of each employee at the facility or facilities in the County; and
- e. Average wage of the jobs created as a result of the project.

**Section 3.** A copy of the then-current form of the annual report may be obtained from the Richland County Economic Development Office. The annual report shall likewise be submitted to the following address (or at such other address or in such other format as may be communicated by the Richland County Economic Development Office) by the required date.

Richland County Economic Development Office  
Attention: Existing Industry Manager  
1201 Main Street, Suite 1110  
Columbia, SC 29201

**Section 4.** Subject to Section 5 below, this Resolution amends and restates the Prior Resolution in its entirety and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into any agreement between the County and a company with respect to the incentives granted by the County to such company with an effective date on or after January 1, 2024 (“Effective Date”). For any agreements dated before the Effective Date, the Prior Resolution shall be incorporated into the agreement between the County and a company with respect to the incentives granted by the County to such company.

**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

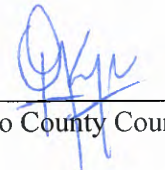
AND IT IS SO RESOLVED this 7<sup>th</sup> day of November 2023.

RICHLAND COUNTY, SOUTH CAROLINA

  
\_\_\_\_\_  
Chair, Richland County Council

(SEAL)

ATTEST:

  
\_\_\_\_\_  
Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

**EXHIBIT D (see Section 5.1)**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

The Sponsor is entitled to an Infrastructure Credit against the FILOT Payments under this Fee Agreement to establish a fixed-level, annual fee in-lieu-of tax payment for the Project through the period ending on the Phase Termination Date for the final Phase of the Project. For the avoidance of doubt, should any part or all of the Project acquired during the Investment Period not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in a Multicounty Park so that the Infrastructure Credit provided for herein can be utilized to reduce or increase, as appropriate, such FILOT Payments to the Fixed FILOT Payment for the entire period ending on the Phase Termination Date for the final Phase of the Project that would otherwise be applicable.

Subject to the terms and conditions of this Fee Agreement, an Infrastructure Credit shall be applied to each annual FILOT Payment as calculated pursuant to Section 4.1 of this Fee Agreement (the “**Base FILOT Payment**”), so that the Sponsor pays an annual amount with respect to the Economic Development Property equal to the “Net FILOT Payment.” In years in which the Net FILOT Payment is lower than the Base FILOT Payment, an Infrastructure Credit shall be applied to the Base FILOT Payment and shall equal the difference between the Base FILOT Payment and the Net FILOT Payment for such year. In years in which the Net FILOT Payment is higher than the Base FILOT Payment, the assessment ratio applicable to the calculation of the Base FILOT Payment as set forth in Section 4.1(a)(ii) of the Fee Agreement shall be increased to a level such that the Base FILOT Payment shall equal the Net FILOT Payment. The Net FILOT Payments shall be in lieu of all *ad valorem* tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

The amount of the Net FILOT Payment is based upon the assumption that the Project will generate 74.9 MWac (as defined below) of Final Output and will pay \$3,458.58 of Final Output for the term of the Fee Agreement, or \$259,048, beginning on the Commencement Date. If the Final Output of the Project is lesser than 74.9 MWac, the Net FILOT Payment that the Sponsor shall be required to make shall equal \$3,458.58 per MWac multiplied by the actual Final Output. For example, and by way of example only, if the Final Output of the Project is 65 MWac, the Net FILOT Payment shall equal \$224,807.70.

For purposes of this Exhibit D, the following terms have the following meanings:

“**Final Output**” shall mean the final power output capacity of the Project as reported to the South Carolina Public Service Commission upon the Project reaching Commercial Operation and measured to the hundredth decimal point in MWac. The Sponsor shall report the Final Output to the County in writing contemporaneously with its report to the South Carolina Public Service Commission, and upon receipt of the Final Output, the County will calculate the Fixed FILOT Payment.

“**MWac**” means megawatts of alternating current.

To the extent the Infrastructure Credit is used to pay for the cost of personal property and the removal of such personal property results in a penalty pursuant to 4-29-68(A)(2)(ii) of the Code, the Sponsor shall be entitled to an additional Infrastructure Credit against any Net FILOT Payments to be made on the Project after the date of such removal in an amount equal to such penalty.

The parties agree that in the event the Real Property was previously assessed as agricultural property, rollback taxes as provided in Section 12-43-220(d) of the Code, do not apply to the change in use of the Real Property from its agricultural use to non-agricultural use; however, to the extent such rollback taxes do apply, the County agrees to provide an Infrastructure Credit equal to the amount of the applicable rollback taxes to offset such taxes.

In addition, and as an additional incentive to locate the Project in the County, there shall be (i) an annual Infrastructure Credit equal to the amount of any business license tax or fees that may be imposed upon the Sponsor and/or Sponsor Affiliate as a result of the Project by the County.



**EXHIBIT E (see Section 9.1)**  
**LANDOWNERS**

**TO BE PROVIDED FOR FINAL READING.**

**SOUTH CAROLINA**

)

)

**A RESOLUTION**

**RICHLAND COUNTY**

)

**COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD  
VALOREM TAXES AGREEMENT BETWEEN RICHLAND  
COUNTY AND PROJECT WHITEWATER; IDENTIFYING THE  
PROJECT; AND OTHER MATTERS RELATED THERETO**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”) to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”) with respect to economic development property, as defined in the Act;

WHEREAS, Project Whitewater, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to expand its manufacturing facilities in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$34,371,000 in taxable real and personal property; and

WHEREAS, as an inducement to the Sponsor locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property, as defined in the Act.

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

**Section 1.** This Resolution is an inducement resolution for this Project for purposes of the Act.

**Section 2.** County Council agrees to enter into the Agreement, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property. The further details of the FILOT Payments and the agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

**Section 3.** County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

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

RESOLVED: May 6, 2025

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk to County Council

## Richland County Council Request for Action

**Subject:**

Building Codes Board of Appeals – Six (6) Vacancies (ONE applicant must be from the Architecture Industry, ONE applicant must be from the Gas Industry, ONE applicant must be from the Plumbing Industry, ONE applicant must be from the Electrical Industry, and TWO applicants must be from the Fire Industry as alternates)

**Notes:**

April 22, 2025 – The Rules and Appointments Committee recommends appointing Andrei Blackman to fill the Electrical Industry vacancy.

## Richland County Council Request for Action

**Subject:**

Employee Grievance Committee – Three (3) Vacancies (TWO applicants will serve as alternates)

**Notes:**

April 22, 2025 – The Rules and Appointments Committee recommends re-appointing John Dunn and appointing Anna Browder and Velveeta Morris as alternates.



Informational Agenda Briefing

Prepared by:	Maddison Wilkerson/Brittany Hammond	Title:	Director
Department:	Budget and Grants Management	Division:	Click or tap here to enter text.
Date Prepared:	April 29, 2025	Meeting Date:	May 6, 2025
Approved for consideration:	Assistant County Administrator	Lori J. Thomas, MBA, CGFO	
Meeting/Committee	Regular Session		
Subject:	Community Impact Grants Committee Recommendations		

Staff requests consideration of the recommendations of the Community Impact Grant Committee to allocate \$176,400 for child welfare assistance in Richland county and as presented in the following information. If approved, these recommendations will be incorporated into the FY 2026 fiscal budget for approval.

Staff also requests consideration to return \$75,040 of remaining funds back to the General Fund for allocation for FY 2026 expenditures.

In FY2024, Council approved the Community Impact Grant program, which allocates up to the equivalent of one mil from the prior fiscal year's property tax revenue through a competitive grant application process. Funding for these grants is not guaranteed and must be appropriated by Council as part of the FY26 budget approval. If approved, funds would come from the General Fund.

At its November 12, 2024 meeting, Council approved the Community Impact Grant application process to be conducted December 2, 2024 through February 2, 2025. Applications would be processed and recommended for funding up to 1 mil or \$1,764,000 to be considered during the FY 2026 budget process.

A total of 53 applications were received, including eight Community Partner requests and 45 from other sources. Included in the distribution is an inventory of all applications.

The Committee has successfully completed the allocations for the Community Impact Grant applications. A total of \$1,512,560 was recommended for funding. The Committee voted to forward these recommendations to the full committee for approval. Attached are the details of the Committee's recommendations.

**ATTACHMENTS:**

FY 2026 Community Grant Application Inventory

Community Partners										
Application ID	Organization Name	Application Title	Brief Description	Impact Area	Years Funded		Requested Amount	Amount Eligible	Committee Recommendations	Reason for Award Change
489467	Senior Resources, Inc	Community-Based Services for Richland County Seniors	Project is designed to provide a suite of social services to elderly County residents who live at or below the federal poverty level. The program provides nutritious meals, transportation, community engagement, and other supportive services to help mitigate the need for intensive long-term care.	Youth Activities	FY2024	FY2025	\$ 548,046.00	\$ 470,546.00	\$ 470,546.00	Applicant requested three ineligible line items: (1) \$60,000 in Program Expenses; (2) \$7,500 in Insurance; and, (3) \$10,000 in Professional Fees. The \$77,500 Ineligible sub-total was subsequently subtracted from the total Requested Amount of \$548,046.00. Therefore, the amount eligible for funding is \$470,546.00.
489292	Midlands Housing Alliance	Transitions Homeless Center	This organization is focused on providing supportive and transitional housing services to homeless individuals in Richland County. More specifically, the organization is requesting funds to add more personnel for case management and technical assistance for their wraparound services, designed to get people back on their feet.	Food Insecurity	FY2024	FY2025	\$ 200,000.00	\$ 200,000.00	\$ 150,000.00	
488888	Mental Illness Recovery Center, Inc	Youth Transitional Living Program	Transitional housing program for female youth aged 17 - 22. The project will offer supportive housing and access to ongoing behavioral healthcare services. The project will be operated out of 10-bed property owned and operated by the applicant.	Youth Activities	FY2024	FY2025	\$ 150,000.00	\$ 150,000.00	\$ 125,000.00	
487632	Columbia Urban League	Science Technology Enrichment Program	Project describes a skills training program for ages 14-19 years old. Training will cover life and professional skills, focusing on activities like building business etiquette and budgeting to prepare them for college, work or life after high school. The program will run year-round and is delivered through a series of weekly sessions.	Youth Activities	FY2024	FY2025	\$ 100,000.00	\$ 100,000.00	\$ 90,000.00	
489174	Greater Columbia Chamber of Commerce	Columbia Chamber of Commerce BRAC	Project intends to strengthen the relationship between local business, military families, and military installation leadership and increase service members and their families quality of life therefore continuing to make Columbia an attractive place to support a large influx of training at Fort Jackson. This will be achieved by focusing on educating businesses on opportunities on military installations as well as increasing engagement between leaders in D.C. and military installation leadership.	Veterans Assistance	FY2024	FY2025	\$ 53,500.00	\$ 53,500.00	\$ 53,500.00	

Community Partners										
Application ID	Organization Name	Application Title	Brief Description	Impact Area	Years Funded		Requested Amount	Amount Eligible	Committee Recommendations	Reason for Award Change
491556	Greater Columbia Community Relations Council	Youth Leadership & Affordable Housing Development Initiative	Two projects: Young Contemporaries for Change (YCC) which provides leadership training to young leaders and seeks to address issues of community violence (namely youth violence, bullying, and dropout prevention) and create social justice advocates. The second project aims to address affordable housing through focused interventions & training workshops for low-moderate-income renters.	Multiple	FY2024	FY2025	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	
490303	Oliver Gospel Mission	Meals	Community organization running daily operation that provides meals to the Richland County community members who are in need.	Food Insecurity	FY2024	FY2025	\$ 50,000.00	\$ 50,000.00		
488397	Pathways to Healing (PTH)	Rape Crisis Rapid Response	Project intends to help expand the capacity for the Rapid Response program. Personnel will support victims of sexual violence through various services including a 24/7 hotline and by accompanying victims to the hospital.	Youth Activities	FY2024	FY2025	\$ 85,000.00	\$ 85,000.00	\$ 13,514.00	
Totals:							\$ 1,236,546.00	\$ 1,159,046.00	\$ 952,560.00	



Competitive Grants											
Application ID	Organization Name	Application Title	Brief Description	Impact Area	Geographic Focus	Years Funded		Requested Amount	Amount Eligible	Committee Recommendations	Reason for Award Change
486849	Able South Carolina	Promoting Access to Safe Services (Year 4)	The program is centered on supporting advocacy efforts for the organization's mission. As part of these events, the organization will provide training(s) on core topics related to its mission including education on disabilities, self-advocacy, and health relationships.	Youth Activities	Countywide	FY2024	-	\$ 37,093.02	\$ 25,886.40	\$ 20,000.00	This application included a ~\$11,200 request for travel costs (\$280), a portion of the presidents salary (\$2,939.40), and fringe costs (\$7,987.22). These costs are considered operational expenses and are ineligible under CIG guidelines for FY26.
487036	Boys & Girls Clubs of the Midlands	BE GREAT Academy Scholarships	Program will provide children in the community with full scholarships to the BE GREAT Academy childcare program. The BE GREAT Academy program is designed to support and nurture young people, particularly those from underserved communities by offering a range of activities and services that contribute to their academic, physical and personal development.	Youth Activities	Multiple	-	-	\$ 50,000.00	\$ -		This applicant requested funds for program scholarships, which are ineligible according to CIG guidelines. Additionally, the proposed budget was unclear on the use of funds beyond the scholarships.
491689	Career Development Center at Saint John	Career Development Center/Workforce Readiness	Project will provide two programs to underrepresented youth: A drone piloting course, to help participants become FAA Drone Pilot certified. The second program is intended to provide various technology courses to young people, specifically centered on the Microsoft 365 platform. This program will primarily target young people in the Booker Washington Heights Community, who may be exposed to complicated societal conditions such as violence and crime.	Youth Activities	District 4	FY2024	-	\$ 50,000.00	\$ 21,025.00		This application's budget narrative was largely incomplete and lacked a narrative. Without this information, it is difficult for a reviewer to appropriately discern eligibility to select costs. Additionally, the following line items were deemed, ineligible as regular operating expenses: Furniture: 4,500, Training: 1,875, WIFI: \$600, Computer Equipment: \$4,000, IT Support: \$1,800, Insurance: \$1,800.
491153	Central Midlands Development Corporation	Innovation & Second Chances	Program focuses on 2 sub-sections. First, the TransVR, which utilizes state-of-the-art virtual reality (VR) technology to offer hands-on career exploration and training in fields such as manufacturing, welding, healthcare, and logistics. This program will primarily serve middle and high school students, and adults in underserved communities. Second, the organization offers a CDL training program that will serve second-chance citizens, specifically individuals reentering society after incarceration.	Youth Activities	Countywide	-	-	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	
491755	Christian Assistance Bridge (CAB)	Fighting Food Insecurity: Empowering Families Through Community Support and Resources	Program will use funds to purchase essential food items for 1,700 families in need residing in underserved populations, covering mileage and marketing costs associated with food distribution. Program also offers services to families needing financial counseling and budget planning assistance in order to develop self-sufficiency.	Food Insecurity	Countywide	FY2024	-	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
491693	Columbia International University	Youth Programs to Assist Community	Proposes two programs/events ("RAMServe" and "Hoop for Hope Basketball Camp"). RAMServe is a county wide community service day powered by young people; Hoop for Hope is a 4-day summer camp is run by college athletes for elementary and middle school students. These events are both geared toward supporting underserved communities with a focus on targeting youth and lowering their involvement in violent syndicate organizations and associated activities.	Youth Activities	Countywide	FY2024	-	\$ 40,047.00	\$ -		990 not provided, no business license and budget covers only through FY24

Competitive Grants											
Application ID	Organization Name	Application Title	Brief Description	Impact Area	Geographic Focus	Years Funded		Requested Amount	Amount Eligible	Committee Recommendations	Reason for Award Change
487293	Communities In Schools of South Carolina (CISSC)	School-based Community Services for Underserved Low-Income Students	The proposed project is an on-site support services for youth and their families. Programming is centered around academic, behavioral and personal development that would translate to overall academic success. On-site services would be used as an intervention and preventative measure for youth and improve access to vital resources within their school campus.	Youth Activities	Multiple	FY2024	FY2025	\$ 50,000.00	\$ 50,000.00	\$ 25,000.00	
489013	DD&J Junior Tennis Foundation	Champions In Action(CIA): Tennis and Leadership Development Program	Program provides tennis instruction paired with life skills development training for youth ages 6-16 in under-served communities in Columbia, SC. Program aims to use sports training as a tool to build character, support educational achievement, and reduce juvenile delinquency. Approximately 150 youth are set to participate with the program running from March-June 2026.	Youth Activities	Multiple	-	-	\$ 40,000.00	\$ 40,000.00		
489986	Empowered to Win Global (ETWG)	Community Impact Grant	Program seeks to provide structured personal development and career readiness learning opportunities for youth (middle school students) with skills outside of the typical school curriculum to help them become future leaders in the community. In addition to the pilot starting in February of 2025, the intention is to serve up to 15 students twice per school year and sustain the program beyond this by diversifying funding sources.	Youth Activities	Multiple	-	-	\$ 10,000.00	\$ -		New Organization without records yet. Did not submit operating budget, 990, Business License or letters of support
489565	Feonix - Mobility Rising	Feonix Transportation Assistance Hub and Access to Care	Program provides transportation to veterans and low-income households who need assistance reaching food banks, farmers' markets, and community pantries. Program aims to address food insecurity and reducing the barrier of access to food sources by providing reliable transportation.	Food Insecurity	Countywide	-	-	\$ 49,982.00	\$ 44,545.00	\$ 40,000.00	Applicant requested \$5,437 for overhead costs (15% Federal De Minimums). The overhead costs fall under regular operating budget expenses and are therefore ineligible for funding. Therefore, the amount eligible is \$44,545.00.
491532	Girls on the Run (GOTR) Columbia	Empowering Girls in Grades 3-8 through Girls on the Run Programming	Physical activity-based youth development program utilizing running as the primary activity, supplemented by lessons and discussions. The program is aimed at helping girls, in grades 3-8, develop problem-solving and decision-making skills. The program partners with school districts and community-based organizations to implement programs locally, culminating in a 5K run for participants.	Youth Activities	Countywide	-	-	\$ 50,000.00	\$ 34,500.00	\$ 20,000.00	This application included a \$15,000 request for “need based scholarships”. This is an ineligible cost per county CIG guidelines for FY26.
491889	Greater Waverly Foundation	Community Garden	Establish a community garden in the Waverly and Midlands communities of Richland County. Program aims to increase access to affordable, nutritious food choices.	Food Insecurity	District 5	-	FY2025	\$ 15,000.00	\$ 15,000.00		

Competitive Grants											
Application ID	Organization Name	Application Title	Brief Description	Impact Area	Geographic Focus	Years Funded		Requested Amount	Amount Eligible	Committee Recommendations	Reason for Award Change
486867	Greenview Swim Team	Greenview Dolphins Instructional Training Lesson Program	Program will provide instructional training swim lessons for 100 youth, ages 4-16 years old; and low-income minority children in underserved communities. The Greenview Swim Team focuses on actively involving members in positive reinforcement of excellence through competitive swimming skill development, tutoring, and mentoring.	Youth Activities	Countywide	-	FY2025	\$ 15,000.00	\$ -		The applicants focus on potential work skills that benefit the community such as training youth to swim so they can potentially be a part of swim teams, and expand their skills to be life guards, or certified instructors. This scope of work does not align with the CIG Guidelines that the organization should be providing an innovative solution to an identified problem. The main resources the applicant is providing are swim lessons with the hopes of participants eventually being swimmers or getting jobs in the aquatic space. Participants in this program are not guaranteed to develop working skills, and swimming is not a considered a identified problem for low income comminutes. The applicant also details difficulty with continuing funding the program outside of CIG funding. As a result, it is recommend that the county does not approve this application.
487412	Home Works of America	Critical home repairs for low-income elderly, disabled, Veterans	Home repair program offered to low-income senior African Americans at no charge.		Countywide	FY2024	-	\$ 50,000.00	\$ 46,000.00		Application would have benefited from a greater level of detail into the project's components. No context is provided to address the evaluation methods for post-project completion. Additionally, there is no mention of a marketing/outreach plan. The Budget section does not clearly outline the type/quantity of construction materials needed. Unclear if project is ready to begin without being awarded CIG funding. Final approved eligible amount for the proposal is \$46,000. Reviewers removed \$4000 of the request centered on insurance as this can be considered an operating expense which is ineligible under CIG FY26 guidelines.
488300	Homeless No More	Empowering and Strengthening Homeless Families in Richland County	Program provides a variety of constructive activities for youth inclusive of a Social Emotional Learning (SEL) curriculum that helps prevent violent behavior and teaches conflict resolution. Program creates an opportunity for youth to give back to their community and develop a plethora of soft skills that help build confidence and resilience. This program also supports parents through offering sustainable childcare for working parents, creating a cycle of opportunity for career growth.	Multiple	Countywide	FY2024	-	\$ 50,000.00	\$ -		This application's budget narrative was unclear, and did not provide enough information on the use of funds or how the costs would broken down.
491815	Indian Waters Council, Boy Scouts of America	ScoutReach for Boys & Girls in Richland County	Program provides youth with weekly Scouting meetings year-round, which is their typical scouting program.	Youth Activities	Countywide	FY2024	-	\$ 36,000.00	\$ -		This application is vague about what this project will accomplish. There is not a step by step scope of work for how funds will be utilized in the program and how this program is different than their day to day operations.
490483	Koinonia Foundation/Youth & Teens Ministry	Mount STEM Summer Enrichment Program	Summer program for youth ages 3 - 12 years old, living in the rural area of Lower Richland County, that aims to provide educational and physical activities alongside field trips for youth who participate. Programming is hosted at Mt. Moriah Baptist Church and incorporates religious teaching.	Youth Activities	Multiple	-	FY2025	\$ 50,000.00	\$ -		The proposed scope of work emphasized a religious element, which does not comply with CIG guidelines.
491493	Latino Communications CDC	Food for Your Heart	Project supports food insecurity by providing fresh fruits, vegetables, shelf-stable items, and dairy products to "extremely-low and low-to-moderate income" communities in SC. The program expects to achieve three goals: feeding a total of 5,000 individuals, distributing 72,000 pounds of produce and goods, and reaching 18 of the 23 zip codes in Richland County.	Food Insecurity	Countywide	-	FY2025	\$ 150,000.00	\$ 50,000.00	\$ 50,000.00	Latino Communications CDC will receive \$50,000 out of the total requested \$150,000 total. Multiple line items in the Budget and Budget Narrative were strictly ineligible - for example, Equipment (cargo van purchase) for \$20,000 and Salaries at \$80,000 (cost of maintaining standard agency operations). The overall proposal scored high in the criteria rubric and therefore this applicant was awarded \$50,000.00 for FY26, the maximum allowable amount.

Competitive Grants											
Application ID	Organization Name	Application Title	Brief Description	Impact Area	Geographic Focus	Years Funded		Requested Amount	Amount Eligible	Committee Recommendations	Reason for Award Change
488506	Mary L. Jacobs Life Center	Youth Empowerment & Safety Initiative (YES Initiative)	Program will focus on providing workforce development and conflict resolution activities to youths countywide. The scope of work showed the program to engage the children through trade classes, mentoring, and violence prevention classes. Success will be measured by before and after assessments, program completion rates, employment placements, and feedback in quarterly sessions with mentors.	Youth Activities	Countywide	-	FY2025	\$ 50,000.00	\$ 40,000.00	\$ 25,000.00	This application included a \$10,000 request for transportation & operational costs (\$3,000 for buses and gas stipends), venue & facility expenses (\$1,500 for utility, venue, insurance, and maintenance), certification fees (\$3,500), and youth stipends (\$2,000). The combination of these items can be considered cash awards and operating expenses – ineligible costs.
491890	Midlands Area Food Bank	Richland County Food Distribution Program	Program seeks to expand its food distribution services to meet an increasing need among needy persons and households. The project will primarily distribute food through an established network of partner organizations, as well as direct distribution to needy persons/households.	Food Insecurity	Countywide	-	-	\$ 50,000.00	\$ -		This application did not clearly articulate how CIG funding would be used to support the overall operations of the proposed scope of work.
488736	Midlands Education and Business Alliance	Richland County STEAM for ALL	Program will train educators and students on the importance of STEAM careers as well as give them guidance on how to break into those careers. Educators are the main audience; but 9th and 10th graders over all nine school districts will benefit. Courses will impact their class choices, education opportunities, and hopefully workforce opportunities. Educators who attend the course will then be able to teach the course themselves and spread the program quickly.	Youth Activities	Countywide	FY2024	-	\$ 10,000.00	\$ 10,000.00		
490301	Midlands Technical College Foundation	TBD	Program is to provide job training to their population of student veterans. These funds will support up to 25 students (or family members) with specialized training in health care, manufacturing, IT, or the skilled trades. The funds will be specifically used to provide scholarships for QuickJobs training.	Veterans Assistance	Countywide	FY2024	-	\$ 50,000.00	\$ -		This application requests funds for program scholarships which are ineligible according to CIG guidelines.
491628	NoMa STEAM	Inspiring Our Youth to Impact the Future	The program seeks to expand their existing offerings to create equitable afterschool learning opportunities for underserved and underrepresented students in STEAM; encourage multi-generational impact and support the future of the students and communities they serve	Youth Activities	Countywide	FY2024	-	\$ 13,555.00	\$ -		Business License expired, Did not provide proof of insurance, 990 not provided
491891	North Columbia Community Enrichment Foundation	Sacks of Love	The program focuses on food insecurity for children in schools; providing children and their family's with bags of food (or access to a food pantry) over the weekend and school breaks to ensure they can be fed when they are not at school, thus ensuring they will be healthy and ready to learn when they are at school. The project will take place over 35 weeks during the school year at a local middle school and high school.	Food Insecurity	District 3	-	-	\$ 9,000.00	\$ -		990 not provided, insurance from 18 months prior, no letters of support

Competitive Grants											
Application ID	Organization Name	Application Title	Brief Description	Impact Area	Geographic Focus	Years Funded		Requested Amount	Amount Eligible	Committee Recommendations	Reason for Award Change
491722	Palmetto Place Children and Youth Services	Pathways to Independence: Empowering Unsheltered Youth Through Comprehensive Support and Workforce Development	Project intends to support young people experiencing homelessness, through the provision of a comprehensive suite of supportive, social services; promoting stability and food partnerships to reduce food insecurity.	Multiple	Countywide	FY2024	-	\$ 45,000.00	\$ 40,000.00	\$ 20,000.00	The applicant requested \$5,000.00 to fund laptops and operating expenses such as internet access fees. As a result, that \$5,000.00 is ineligible and the amount eligible is \$40,000.00.
490324	Range Fore Hope Foundation	Operation Home and Health: A Military Community Empowerment Initiative	This initiative focuses on enhancing the financial literacy, health and wellness of veterans, including active-duty service members and their families. It will address two key areas: programs to promote home ownership and veterans assistance. The initiative is being developed in partnership with several organizations, including First Citizens Bank. Funds will be used for program expenses, supplies, venue and equipment rentals, and hiring consultants to organize corresponding events.	Multiple	Countywide	-	-	\$ 25,000.00	\$ 17,500.00	\$ 10,000.00	This application includes a \$5K request for venue costs and a \$2.5K request for equipment rentals. This application's budget includes notes additional revenue sources to help cover those costs. The reviewer noted that these costs could be reasonably covered by the other identified / proposed funding sources.
491439	Reconciliation Ministries SC	Feeding Hope: Empowering Communities Through Sustainable Food Distribution and Workforce Development	Program will continue to address Food Insecurity for individuals who are recovering from addiction or facing economic hardship in District 1.The organization aim's to create long-term, sustainable change through recovery support, housing, and community engagement. To continue serving the participants in this program, the organization focuses on the need for a Forklift to support food distribution efforts.	Food Insecurity	District 2	-	FY2025	\$ 50,000.00	\$ -		This application requested funds that were ineligible such as the purchase of an asset (e.g., forklift), and considered operating expenses.
490251	Richland County Recreation Commission	Richland County Recreation Commission Community Program Services	Project encompasses 14 programs offered at nine locations throughout the County, with many of the park locations being located in areas of the county that are designated as low to moderate income and populated by a majority of minority populations. The organization budget and narrative are fully requesting to purchase program supplies.	Youth Activities	Countywide	-	-	\$ 50,000.00	\$ -		The application's budget narrative did not include enough information, such as an itemized breakdown, to help a reviewer understand how CIG funds would be used.
491553	SC UpLift Community Outreach	Improving Financial and Homeownership Education in Richland County	The applicant is seeking 100% of the project costs to support its SC UpLift program which offers financial and housing counseling communities to underserved populations, namely those within 80% or below Area Medium income. Through a partnership with ReGenesis (a HUD-Approved Housing Counseling Agency) majority of funds will be used to fund a consultant that will deliver the program's financial and homeownership training services to 55 residents.	Home Ownership	Countywide	-	FY2025	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	
490372	Serve and Connect	Decker Collective	Program will expand an established program that focuses on improving safety on Decker Blvd and surrounding neighborhoods. Serve and Connect focuses on enhancing the relationships between community members and law enforcement by working together to promote public safety. With this program, the applicant is focusing on improving connection and trust, and providing increased opportunities for positive youth engagement.	Youth Activities	Multiple	-	FY2025	\$ 50,000.00	\$ 50,000.00		

Competitive Grants											
Application ID	Organization Name	Application Title	Brief Description	Impact Area	Geographic Focus	Years Funded		Requested Amount	Amount Eligible	Committee Recommendations	Reason for Award Change
491477	Sistercare, Inc	Sistercare's Teen Outreach Program (STOP): Intimate Partner Violence and Dating Violence Prevention for Richland County Youth and Teens	Program will focus on building awareness and providing resources to victims of domestic violence through education/ training and other events with a focus on the 12-18 year age group, but also providing resources for parents. Funds will be used to update three curricula, which will improve resources and education on domestic violence in schools and online.	Youth Activities	Countywide	FY2024	-	\$ 20,000.00	\$ 17,000.00	\$ 15,000.00	This applicant requested \$3000 for updating their curriculum to support the administration of the program. However, the application did not include enough detail on what needs to be updated, how, or when. As described, this is an operational expense which is ineligible per CIG FY26 guidelines.
488283	South Carolina Philharmonic, Inc	Choose Harmony	A music intervention program for youth in the City of Columbia's Millwood Corridor and Washington Heights aimed at serving as an anti-violence program. Upwards of 500 at risk youth will be guided through 8 weeks of sessions by a music therapist. Sessions will be held at partner schools and churches.	Youth Activities	Multiple	-	FY2025	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	
491473	South Carolina Research Foundation (FoodShare)	Community Cooks: Food Security through Nutrition Education	FoodShare's mission is to improve the well-being of South Carolinians by partnering with communities as they work to strengthen access to healthy, fresh produce. Through their two main efforts, Fresh Food Box and Community Cooks FoodShare has distributed over 100,000 boxed meals across Richland County. The organization is requesting funds to continue to serve their community in addressing food insecurity.	Food Insecurity	Countywide	-	-	\$ 49,254.00	\$ -		Budget only covered through 2019, 990 from 2014, insurance and business license not provided
490782	St Luke's Fresh Start Ministry	Expanding Fresh Start Ministry	Project is designed to provide a comprehensive suite of supportive social services to underrepresented groups across Richland County. The organization is focused on providing meals, laundry, resume workshops, access to the pantry, and other items to seniors, veterans, disabled individuals, unemployed, and students on a monthly basis.	Multiple	District 1	-	-	\$ 10,000.00	\$ -		990 not provided, proof of insurance not provided, letters of support not provided
491277	The Alston House, Inc	Feeding the Midlands' Most Vulnerable Residents	Three programs: Transitional Housing Program, the Senior Mobile Food Bank, and the Community Outreach program- focus on food insecurity for various underserved populations; eradicating hunger and homelessness.	Food Insecurity	Multiple	FY2024	FY2025	\$ 21,641.00	\$ 17,641.00		This application includes a \$4,000 request for twenty (20) grocery store gift cards which is ineligible for CIG funding. Cash awards are considered ineligible under CIG guidelines for FY26.
491587	The Big Red Barn "Retreat" (BRBR)	Warrior PATHH	A comprehensive community care/therapy program for veterans, active-duty service-members, first responders and their families living in Richland County. Program is referred to as "Posttraumatic Growth and Healing" (PATHH). Programming is focused on facilitating "Posttraumatic Growth" (PTG) in participants and providing emotional tools for life after traumatic events. Program is run out of a physical location referred to as the Big Red Barn.	Veterans Assistance	Countywide	-	-	\$ 50,000.00	\$ 32,000.00	\$ 25,000.00	Applicant provided enough detail on the organizational background and impact summary. However, information on proposed use of funds, evaluation methods, and dissemination of information could have been more thought out. Non-critical items included in budget request without detail. Example: marketing funds request for marketing fails to note why funds are needed and how funds will be used. Final approved eligible amount is \$41,500. Ineligible portion of requested was \$8,500 for program supplies (cleaning supplies for facilities - falls under regular operating expenses) and facilities maintenance (repair/replacement of items in the lodge - also falls under regular operating expenses).
491304	The Cola Town Bike Collective (CTBC)	Reliable Transportation for Homeless Veterans	Funding will be used to acquire bicycles, helmets, locks, lights, and maintenance tools for a fleet of bicycles that will be distributed by the Department of Veterans Affairs (VA) to their unhoused clients.	Veterans Assistance	Countywide	-	-	\$ 10,000.00	\$10,000.00		Note: Applicant has not submitted a final report for funds expended in FY2023.

Competitive Grants											
Application ID	Organization Name	Application Title	Brief Description	Impact Area	Geographic Focus	Years Funded		Requested Amount	Amount Eligible	Committee Recommendations	Reason for Award Change
490360	The Ram Foundation	Reading, Arts, Mathematics Summer Enrichment Program	An annual summer camp for low-income youth ages 4-11. This camp focuses on enhancing the quality of life by actively engaging the youth and keeping them occupied in activities designed to encourage them to be productive residents and valued members of society and expand it to a year-round program.	Youth Activities	Countywide	FY2024	-	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	
491899	The Therapy Place	Bridges School	Applicant provides a therapeutic school that encompasses 3K through 5th grade for children with special needs who require additional support and more individualized attention and instruction than a traditional school can provide. The organization provides an environment that is family-friendly, including resources and education for the parents/caregivers.	Childcare	Countywide	-	FY2025	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	
487196	United Way of the Midlands	Young Men United	This program helps male high school students achieve academic and career goals by offering wraparound services. The goal of the program is to help college-capable young men find and stay on their college career path by offering internships, job shadowing, and workplace and college visits. Further, the program offers life-skills workshops for participants to develop professional and social skills needed to be successful in their careers.	Youth Activities	Multiple	-	-	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	
490904	Varna International Music Academy	Varna International Music Academy	Project is designed to help the organization bring and expand a music (and musical theater) appreciation program to local schools, provide some (unclear) level of instruction to students, and facilitate the delivery of a month long festival in June 2026.	Youth Activities	Multiple	-	-	\$ 75,000.00	\$ 35,000.00		This application is eligible for \$35,000 in costs for the consultant/contractors to help administer the educational workshops. However, the following budget items can be considered regular operating expenses and are ineligible for CIG funds: Salary (\$15,000), venue (\$10,000), program expenses (\$10,000), and program supplies (\$5,000).
491581	Wiley Kennedy Foundation	Coalition of Community Fellows	The Coalition of Community Fellows (CCF) is a mentor based program that the organization describes as one which empowers teens with the confidence and skills to resolve conflicts, manage emotions, build healthy relationships, and develop financial literacy and business acumen for lifelong success.	Youth Activities	Multiple	-	-	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	
487119	Wings for Kids	Soaring Beyond School: The WINGS After School Program at Harbison West Elementary	WINGS is one of few after school programs that helps students stay in school, succeed in school, and thrive in life. Identified program partners are responsible for referring youth to the program, which offers evidence-based curriculum and skill-building activities to support the children of working parents.	Childcare	District 5	-	-	\$ 50,000.00	\$ 43,200.00	\$ 40,000.00	The funding request does include items that were deemed ineligible, namely "Regular Operating Budgeted Expenses" in the form of Employee Taxes and Employee Benefits, General Liability Insurance, and Phone Reimbursement for Staff. The amount eligible for this applicant was \$43,200.00.
491831	Yew Belong Community Services, Inc	From "Root to Rise: Using Evidence-Based Mentoring to Improve Mental Health and Promote Life Skills for LGBTQIAP+ Youth in Richland County	Multiple programs with a focus on bettering the lives of LGBTQIAP+ people. Primarily, the applicant is launching a peer mentoring program for youth ages 14-23 and outline how they will hire a Program Coordinator to create a curriculum; and, hire and train Curriculum Development Coaches and Mentors.	Youth Activities	Countywide	-	-	\$ 34,836.00	\$ -		W9 not provided, proof of insurance not provided

Competitive Grants											
Application ID	Organization Name	Application Title	Brief Description	Impact Area	Geographic Focus	Years Funded		Requested Amount	Amount Eligible	Committee Recommendations	Reason for Award Change
491699	Youth Corps	Workforce Of The Future	Program will improve recruitment efforts for their leadership development program. CIG funds will be used to support school engagement, community meetings, and a weekend retreat for potential students.	Youth Activities	Multiple	-	-	\$ 49,860.00	\$ 27,360.00		This application included \$16,000 requests for scholarships, a \$2000 request for a venue for a weekend retreat, \$1,500 for recruitment events, and \$3,000 for recruitment materials. The \$16,000 for scholarships can be considered a cash award which is ineligible. The remaining administrative cost (related to recruitment events) can be considered regular operating expenses, which are ineligible under CIG guidelines.
				Totals:				\$ 1,789,175.00	\$ 950,771.00	\$ 560,000.00	



## Richland County Council Request for Action

**Subject:**

Award of Construction - Resurfacing Bid Package U

**Notes:**

April 22, 2025 – The Transportation Ad Hoc Committee recommends awarding the contract to Armstrong Contractors, LLC for \$2,730,000, including a 15% contingency for a total approved amount of \$3,149,8560.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Transportation Agenda Briefing**

Prepared by:	Mike Maloney, PE	Title:	Director
Department:	Transportation	Division:	
Date Prepared:	March 31, 2025	Meeting Date:	April 22, 2025
Legal Review	Patrick Wright via email	Date:	April 14, 2025
Budget Review	Maddison Wilkerson via email	Date:	April 7, 2025
Finance Review	Stacey Hamm via email	Date:	April 4, 2025
Approved for consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM
Meeting/Committee	Transportation Ad Hoc		
Subject	Award of construction - Resurfacing Package U		

**RECOMMENDED/REQUESTED ACTION:**

County staff recommend the award of contract to Armstrong Contractors, LLC with the lowest responsive, responsible bid in the amount of \$2,739,000 to include a 15% contingency for a total approved amount of \$3,149,850.

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 bid comes in below the engineer's estimate of \$3,818,425.10. The savings will allow the Penny to fund additional resurfacing projects.

*Applicable fund, cost center, and spend category:*

**Fund:** 1332 Transportation Tax Roadways

**Cost Center:** 9950 Capital Projects

**Spend Category:** Construction

**Project:** Resurfacing Package U

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

On February 11, 2025, bids were received for solicitation RC-698-B-25 Resurfacing Package U. There were four (4) submittals which were reviewed and found to have no discrepancies. Procurement recommends award to Armstrong Contractors, the lowest, responsive, responsible bidder.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

None applicable

#### TRANSPORTATION PROJECT IMPACT:

Project Referendum:	2012 Transportation Penny		
Project Name:	Resurfacing Package U		
From:	District 8	To:	District 9
Project Category:	Resurfacing		
Project Services:	Construction		
Project Type <small>(2024 Referendum Only)</small>	Click or tap to enter a date.		

#### Transportation Project Budgetary Impact:

Total Project Budget:	\$6,500,000
Requested Amount:	\$3,149,850
Remaining Project Budget:	\$3,350,150

#### MOTION OF ORIGIN:

There is no associated Council motion of origin.

#### STRATEGIC & GENERATIVE DISCUSSION:

The thirty six roads in the Resurfacing Package U bid package provide almost eight miles of restored roads. The pavements have a rating that requires restoring the roads from existing poor conditions to excellent conditions. The existing Pavement Conditions Index (PCI) values range from 30 to 52; 100 is excellent. The work needed includes pavement and base rehabilitation, replacement of curb and gutter, milling, full-depth patching, and resurfacing of approximately 7.91 miles of roadway located in Richland County.

#### ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

**Goal:** Plan for growth through inclusive and equitable infrastructure

*Objective:* Create Excellent Facilities

#### SUMMATIVE OVERALL COUNTY IMPACT:

- This project was anticipated with funding from the 2012 referendum for a Sales and Use Tax.
- The roads involved help balance the Penny expenses in the Council District prorata.
- The work involved restores the drivability and walkability of the roads involved.
- This project received a bid lower than the engineer's estimate.

#### ATTACHMENTS:

1. Recommendation Letter
2. Listing of Roads

**RICHLAND COUNTY GOVERNMENT  
PROCUREMENT DEPARTMENT**

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

Attachment 1



February 12, 2025

To: Mr. Michael Maloney, Director of Transportation

From: Deramus Forrester, Contract Analyst

CC: Mrs. Jennifer Wladischkin, Director of Procurement, Dr. Ali Eliadorani, Project Manager

Re: RC-698-B-25 Resurfacing Package U

On February 11, 2025, bids were received for solicitation RC-698-B-25 Resurfacing Package U. There were four (4) submittals which were reviewed and found to have no discrepancies. The bids received were as follows:

Resurfacing Package U Project - BID RESULTS SUMMARY	
BIDDER	SUBMITTED BID
<b>Armstrong Contractors, LLC</b>	<b>\$2,739,000.00</b>
Blythe Construction, Inc	\$3,346,173.26
Palmetto Corp of Conway, Inc	\$3,930,301.35
Truerock Construction, LLC	\$4,943,353.05

Further review shows that Armstrong Contractors, LLC. is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A Non-Mandatory Pre-Bid Conference was held at 10 a.m. on January 23, 2025, during which attendees gained information and bidding directives for the project. See the attached sign-in log.

Attached is a final bid tab sheet for your reference which indicates Armstrong Contractors' bid is 28.3% lower than the Engineer's Estimate of \$3,818,425.10, dated December 17, 2024. There was not a SLBE goal established for this project.

It is Procurement's recommendation that a contract be awarded to the lowest responsive and responsible bidder, Armstrong Contractors, LLC to include a 15% construction contingency of \$410,850.00.

**RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT AND CONTRACTING**  
**2020 HAMPTON STREET, SUITE 3064, COLUMBIA, SC 29204-1002**

<b>Project #: RC-698-B-25</b>	<b>Project Name: Resurfacing Package U</b>		<b>Date: 1/23/2025</b>
			<b>Time: 10 am</b>
<b>COMPANY NAME</b>	<b>REPRESENTATIVE</b>	<b>EMAIL ADDRESS</b>	<b>TELEPHONE/FAX</b>
Palmetto Corp of Conway	Lou Almonte	<a href="mailto:lalmonte@palmettocorp.com">lalmonte@palmettocorp.com</a>	843-365-2156
Armstrong Contractor's	Erik McDonald	<a href="mailto:erik@armstrongcontractors.com">erik@armstrongcontractors.com</a>	
Richland County	Tamar Black	<a href="mailto:black.tamar@richlandcountysc.gov">black.tamar@richlandcountysc.gov</a>	803-576-2132
Richland County	Ali Eliadorani	<a href="mailto:eliadorani.ali@richlandcountysc.gov">eliadorani.ali@richlandcountysc.gov</a>	
Richland County	Deramus Forrester	<a href="mailto:forrester.deramus@richlandcountysc.gov">forrester.deramus@richlandcountysc.gov</a>	803-576-2133
	Parker McInnis		

\*\*\*\*\* PLEASE PRINT CLEARLY! IF THE INFORMATION IS NOT LEGIBLE YOUR ATTENDANCE MAY NOT BE CONSIDERED! \*\*\*\*\*

Print this page

## Board: Commercial Contractors

### ARMSTRONG CONTRACTORS LLC

600 LONGTOWN ROAD  
COLUMBIA, SC 29229-0018  
(803) 788-1190

**License number:** 107878

**License type:** GENERAL CONTRACTOR

**Status:** ACTIVE

**Expiration:** 10/31/2026

**First Issuance Date:** 01/28/2003

**Classification:**

Asphalt Paving-AP5

Water & Sewer Lines-WL5

**Qualified By:** Financial Statement

**President / Owner:** MICHAEL ARMSTRONG

[Click here for Classification definitions and licensee's contract dollar limit](#)

**Supervised By**

**[ARMSTRONG MICHAEL \(CQG\)](#)**

[File a Complaint against this licensee](#)

### Board Public Action History:

View Orders

View Other License for this Person

No Orders Found

		Armstrong Contractors	Blythe Construction Inc	Palmetto Corp of Conway	Truerock Construction LLC
RC-698-B-25	<b>Total Cost</b>	\$2,739,000.00	\$ 3,346,173.26	\$3,930,301.35	\$ 4,943,353.05
Resurfacing Package U					
Due Date 2/11/2025 at 2 pm					

## RESURFACING PACKAGE “U”

### SCOPE

Milling, full depth patching, and/or resurfacing of approximately 7.91 miles of roadway located within Richland County.

**Project Length:** ~7.9 mi

**District:** 8 and 9

**PM:** Ali Eliadorani

Road Name	District	Length (mi)	Road Name	District	Length (mi)
Castleton Ln	8	0.07	Blue Bill Ct	9	0.02
Fishers Wood Ct	8	0.04	Camp Creek Dr	9	0.95
Fishers Wood Dr	8	0.21	Coach Trail Ct	9	0.05
Laurel Ridge Dr	8	0.06	Dibble Ln	9	0.19
London Ln	8	0.09	Gracewood Dr	9	0.08
Muirfield Ct E	8	0.14	Greenglen Dr	9	0.14
Old Park Cir	8	0.09	Holliday Rd	9	0.45
Ridge Point Dr	8	0.04	Hunters Hill Dr	9	0.29
Rose Creek Ct	8	0.20	Mallet Hill Ct	9	0.26
Rothberry Ct	8	0.07	McNeely Rd	9	0.17
Shadow Grey Ct	8	0.10	Miles Park Dr	9	0.08
Springbrook Rd	8	0.20	N Lake Pointe Dr	9	0.47
Troon Ct	8	0.05	Old Clemson Rd	9	0.41
Unnamed St No 3 (CR-104)	8	0.18	Rivkin Blvd	9	0.43
Wild Rose Ct	8	0.03	Roseberry Ln	9	0.05
Worthington Pkwy	8	0.32	Silver Lake Rd E	9	0.27
			Tallawood Ln	9	0.51
			Tamwood Ln	9	0.37
			Wildewood Park Dr	9	0.18
			Woodchase Ln	9	0.14

**PUBLIC STATUS:** Closing date for the bid to award the contract for construction was on 2/11/25. The lowest bidder has been determined and Transportation is waiting to receive the official results from the Procurement Department.



**RICHLAND COUNTY  
ADMINISTRATION**

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



**Informational Agenda Briefing**

Prepared by:	Michael Maloney, P.E.	Title:	Director
Department:	Transportation	Division:	
Date Prepared:	April 16, 2025	Meeting Date:	April 22, 2025
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Meeting/Committee	Transportation Ad Hoc		
Subject:	Transportation Updates		

**UPCOMING MEETINGS**

April 24	5:00-7:00 pm	Shop Road Extension Phase 2 Public Information Meeting	Bluff Road Park 148 Carswell Dr, Columbia, SC 29209
May 6	6:00 pm	Update Irmo Town Council Broad River Road project	Irmo Town Hall 7300 Woodrow St, Irmo, SC 29063
May 19	2:00 pm	Greenways Commission meeting	Zoom
May 19	4:00 pm	TPAC meeting	2020 Hampton .St 4th floor conference room
May/June	5:00-7:00 pm	Kelly Mill Road Public Information Meeting	TBD

## CURRENT PROJECTS UPDATE

### *Projects in Construction*

Blythewood Rd Widening	The project started construction in April 2023 and completion should occur in September 2025. Cherokee Construction will shift traffic to the south side of the roadway in one week. With a closure of southern Community Road coming in May, Cherokee Construction has been requested to focus on the roundabout completion while they are working on the north side of Blythewood Road.
Sunset Drive Sidewalk	The project construction started in May 2024 and completion shall occur in July 2025. The road is open to traffic. The sidewalk project crews will use flaggers to accommodate traffic.
Dirt Road Paving Project O	The project consists of improving Nathan Ridge Ln, Jackson Rd, Sara Mathews Rd, and Howard Coogler Rd. Final Walk-Through completed. Project close out underway.
Alpine Rd Resurfacing and Sidewalk Improvement	The project construction started in February 2024 and substantial completion occurred in October 2024. Close-out documents submitted to SCDOT for approval.
Atlas Rd Widening	The project consists of Phase 1A (Utilities), Phase 1B (Roadway - Shop Rd to Garners Ferry Rd), and Phase 2 (Roadway - Bluff Rd to Shop Rd). Phase 1A construction started in January 2025 and the completion shall occur in June 2026. Phase 1B construction start will be confirmed based on 1A progress. Phase 2 is in design review of roadway and utility design.
Percival Rd Sidewalk	The project construction started in January 2025 and completion shall occur in September 2025.

Resurfacing Package U	The project has been recommended by staff for award, awaiting Council approval.
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### *Projects in Right-of-Way Acquisition*

Broad River Rd Widening	The OET is currently acquiring Rights of Way and easements for the project. All applicable permits and submittals are proceeding as planned. The project will start with initial temporary signals and a utility move in designated sections.
Pineview Rd Widening	The OET is currently acquiring Rights of way.
Smith-Rocky Branch Greenway	Submitted plans to the City of Columbia and received comments back in October 2024. Norfolk Southern has approved the plans but CSX has denied waiving the restrictive covenant on the Vulcan property. Currently working on alternatives to potentially shift the alignment and mitigate the ROW issue.
Dirt Road Paving Program	The following dirt roads in Council District 10 are at 100% design and are awaiting completion of ROW acquisition: Smith Myers Rd; Dry Branch Way; Taylor Arch Rd; Goodwin Way; Smithcreek Rd; and Spring Creek Rd.
Spears Creek Church Rd. Widening	Received authorization to proceed (ATP) into ROW acquisition from SCDOT. Design modification approved for OET to update SCDOT's bridge drawings in accordance with the 2024 bridge design memos.
Lower Richland Blvd. Widening	Received ATP into ROW acquisition from SCDOT. Target right of way acquisition complete or right of entry obtained in November 2025.
Broad River Rd Corridor NIP	Received ATP for ROW acquisition.

Decker/Woodfield NIP	Performing land acquisition for Brookfield Rd and Hunt Club Rd. Faraway Dr. Sidewalk is completed. Final construction plans have been submitted to SCDOT for Hunt Club Rd.
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### *Projects in Design*

Bluff Rd Improvements, Phase 2	Final ROW plans and comments submitted to SCDOT for review in November 2024.
Polo Rd Widening	Design review and adjustments are occurring based on SCDOT comments.
Blythewood Rd Area Improvement	For McNulty Road - Awaiting ROW plans approval for ATP into ROW acquisition. The encroachment permits for Creech Road have been approved. Creech Road is underway with ROW acquisition.
Shop Rd Widening	Hydro response and updated ROW plans were submitted to SCDOT on 3/7/24. Expected to receive ATP for ROW from SCDOT.
Clemson Rd & Sparkleberry Ln Intersection	Awaiting SCDOT approval for ROW plans.
Kelly Mill Rd Special Project	SCDOT reviewed the 30% design. ROW plans have been submitted to SCDOT. Planning the Public Information Meeting for May or June.
Shop Rd Extension Special Project Phase 2	Preliminary design/concept has commenced for support in upcoming public meetings.
Crane Creek Greenway	In the process of obtaining and finalizing the City's flood permit, land disturbance permit and navigable water permit. Easement documents being prepared.
Gills Creek Greenway	Completing the design and acquisition process. Meeting set up in April 2025 with City of Columbia regarding the location of alignment along Crowson Rd.

Jackson Creek (Columbia Mall) Greenway	A public information meeting is expected to schedule soon.
NIPs	Trenholm/New Castle, Crane Creek, and SERN phase 2 are all awaiting an encroachment permit from SCDOT.
Dirt Road Paving Program	Several projects are in design and land acquisition.
Three Rivers Greenway Phase 2	The Penny will bid the project out to contractors. Finalizing the project manual.
Bikeways	Awaiting a request from the City of Columbia for the funds for eight bikeways.

### *Program Planning*

Transportation Penny staff is starting the project scoring for projects in the 2024 Needs Assessment.

Transportation will require a consultant to help prepare the project plan for road widenings and intersection improvements.

- Photos of projects
- Maps images of projects
- Prepare project descriptions
- Analyze traffic accident reports
- Sub consult to a traffic counting firm
- Document roadway lane needs thru 2050, and preliminary warrant analysis for intersections.

Transportation will require another consultant to help prepare the project plan for bike-ped projects.

- Photos of projects
- Maps images of projects
- Prepare project descriptions
- Analyze neighborhoods in need of connection to schools, parks, shopping.
- Analyze fitment and conditions for bike traffic
- Compare to local studies/plans.

There are three areas where government experts are needed for project scoring.

1. Outside funding opportunities
  - a. Reginald Simmons, CMCOG – MPO has offered to help identify funding opportunities.
2. Economic development areas
  - a. Economic Development/Planning & Development – Collaboration with County staff and OET.
3. Blight elimination areas
  - a. Community Development – Collaboration with County staff and OET.



## **REQUEST OF ACTION**

**Subject:** FY25 - District 3 Hospitality Tax Allocations

### **A. Purpose**

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

### **B. Background / Discussion**

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> 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 (3<sup>rd</sup> 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
SC Juneteenth Freedom Festival	\$ 5,000
<b>Total Allocation</b>	<b>\$ 5,000</b>
<b>FY25 Approved Allocations YTD</b>	<b>\$176,000</b>
<b>Remaining FY2025 Balance</b>	<b>\$ 14,675</b>

### **C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of the Budget FY19- June 21, 2018
- 3<sup>rd</sup> Reading of the Budget FY20- June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21- June 11, 2020
- 3<sup>rd</sup> Reading of the Budget FY22- June 10, 2021
- 3<sup>rd</sup> Reading of the Budget FY23- June 7, 2022
- 3<sup>rd</sup> Reading of the Budget FY24- June 6, 2023
- 3<sup>rd</sup> 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 **\$3,000** 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 (3<sup>rd</sup> 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 (3<sup>rd</sup> 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
South Carolina Ballet	\$ 3,000
<b>Total Allocation</b>	<b>\$ 3,000</b>
<b>FY25 Approved Allocations YTD</b>	<b>\$ 97,000</b>
<b>Remaining FY2025 Balance</b>	<b>\$282,425</b>

### **C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of the Budget FY19- June 21, 2018
- 3<sup>rd</sup> Reading of the Budget FY20- June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21- June 11, 2020
- 3<sup>rd</sup> Reading of the Budget FY22- June 10, 2021
- 3<sup>rd</sup> Reading of the Budget FY23- June 7, 2022
- 3<sup>rd</sup> Reading of the Budget FY24- June 6, 2023
- 3<sup>rd</sup> Reading of the Budget FY25- June 18, 2024

### **D. Alternatives**

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

### **E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



## **REQUEST OF ACTION**

**Subject:** FY25 - District 9 Hospitality Tax Allocations

### **A. Purpose**

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

### **B. Background / Discussion**

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> 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 (3<sup>rd</sup> 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 Association	Music	Festival		\$ 5,000
<b>Total Allocation</b>					\$ 5,000
<b>FY25 Approved Allocations YTD</b>					\$119,000
<b>Remaining FY2025 Balance</b>					\$191,360

### **C. Legislative / Chronological History**

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