

RICHLAND COUNTY
SPECIAL CALLED MEETING
AGENDA



TUESDAY JULY 8, 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



Paul Livingston
District 4



Allison Terracio
District 5



Don Weaver
District 6



Tish Dozier Alleyne
District 8



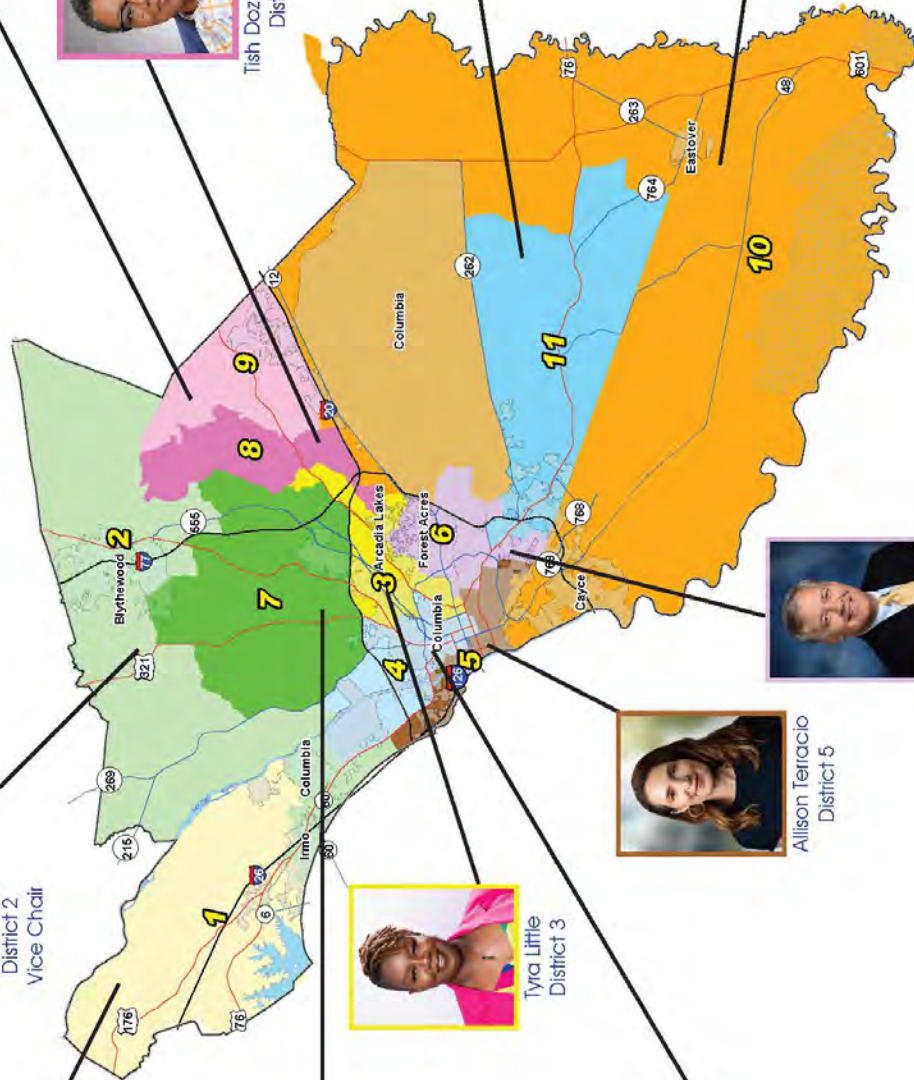
Chakisse Newton
District 11



Cheryl D. English
District 10



Jessica Mackey
District 9
Chair





**Richland County
Special Called Meeting**

AGENDA

July 8, 2025 - 6:00 PM
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER**

The Honorable Jessica Mackey, Chair
Richland County Council

 - a. Roll Call
2. **INVOCATION**

The Honorable Don Weaver
3. **PLEDGE OF ALLEGIANCE**

The Honorable Don Weaver
4. **PRESENTATION OF PROCLAMATIONS**
 - a. A Proclamation Recognizing the Columbia Rhinos Rugby Football Club as the 2025 USA Club Rugby Men's Division III National Champions.

The Honorable Jessica Mackey
The Honorable Derrek Pugh
The Honorable Tyra Little
The Honorable Allison Terracio
The Honorable Don Weaver
The Honorable Gretchen Barron
The Honorable Tish Dozier Alleyne
The Honorable Cheryl English
5. **APPROVAL OF MINUTES**

The Honorable Jessica Mackey

 - a. Regular Session: June 17, 2025 [\[Pages 11-23\]](#)
 - b. Zoning Public Hearing: June 24, 2025 [\[Pages 24-26\]](#)
 - c. Special Called Meeting: June 24, 2025 [\[Pages 27\]](#)
6. **ADOPTION OF AGENDA**

The Honorable Jessica Mackey
7. **REPORT OF 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. Legal Advice: An Ordinance Authorizing the termination of a conservation easement on certain land currently owned by the Ball Family Revocable Trust. [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- c. Legal Advice: An Ordinance Authorizing the termination of a conservation easement on certain lands currently owned by Brenda Quick and the Ball Family Revocable Trust. [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]

8. CITIZEN'S INPUT

The Honorable Jesica Mackey

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

9. CITIZEN'S INPUT

The Honorable Jesica Mackey

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

10. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown
County Administrator

- a. Updates for Consideration:
 - 1. Community Planning & Development – Neighborhood Improvement Program: Neighborhood Block Party & Award Recognition. [\[Page 28-29\]](#)
 - 2. Community Planning & Development – Conservation – ENRICH: African American Heritage Tour. [\[Page 28\]](#)
 - 3. Administrator’s Office - County Facility Exterior Lighting & Community Engagement. [\[Page 30\]](#)
 - 4. Comprehensive Plan Update. [\[Page 31-32\]](#)

11. REPORT OF THE CLERK OF COUNCIL

Anette Kirylo
Clerk to Council

12. REPORT OF THE CHAIR

The Honorable Jesica Mackey

- a. 2026 Strategic Planning Forum.

13. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Jesica Mackey

- 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 Pontiac Solar LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters.
- b. An Ordinance Authorizing a deed to 120 Clemson Road, Columbia, South Carolina; County TMS# R25608-01-38.
- c. An Ordinance Authorizing a deed to NE/S Lykes Lane, Columbia, South Carolina; County TMS #R0640001-01.
- d. An Ordinance Authorizing the termination of a conservation easement on certain land currently owned by the Ball Family Revocable Trust.
- e. An Ordinance Authorizing the termination of a conservation easement on certain lands currently owned by Brenda Quick and the Ball Family Revocable Trust.

14. APPROVAL OF CONSENT ITEMS

The Honorable Jesica Mackey

- a. Case #25-002MA
Brandon Pridemore
AG to R3 (198.84 Acres)
800 Mount Valley Road
TMS #R12400-02-22 {District 7} [SECOND READING]
[\[Pages 33-34\]](#)
- b. Case #25-003MA
Brandon Pridemore
AG to R3 (111.41 Acres)
700 Mount Valley Road
TMS #R12400-02-23 {District 7} [SECOND READING]
[\[Pages 35-36\]](#)
- c. Case #25-005MA
Michael Schroeder
R3 to R4 (3.8 Acres)
520 Todd Branch Drive
TMS #R17115-01-18 {District 7} [SECOND READING]
[\[Pages 37-38\]](#)

- d. Case #25-021MA
Paz Asraf Rozenblit
INS to R5 (0.54 Acres)
E/S Scotsman Drive
TMS #R17010-05-15 {District 3} [SECOND READING] [\[PAGES 39-40\]](#)
- e. Operational Services - Award of Contract - Antique
Mall Demolition. [\[PAGES 41-53\]](#)
- f. Operational Services - Award of Contract - Guardian
Fuel. [\[PAGES 54-68\]](#)
- g. Operational Services - Award of Contract - Alvin S.
Glen Facility Maintenance. [\[PAGES 69-71\]](#)
- h. Operational Services - Award of Contract - Sears
Demolition and Roof. [\[PAGES 72-108\]](#)
- i. Procurement - Award of Contract- Public Safety
Uniforms. [\[PAGES 109-112\]](#)
- j. Public Works - Solid Waste & Recycling - Excavator
Purchase. [\[PAGES 113-121\]](#)
- k. Grants & Community Outreach - Community
Development - 2025 Annual Action Plan for HUD
Grants. [\[PAGES 122-234\]](#)
- l. Grants & Community Outreach - Community
Development - Substantial Amendments - 2017, 2018,
2020, 2021 & 2024 Annual Action Plans. [\[PAGES 235-250\]](#)

15. THIRD READING ITEMS

The Honorable Jesica Mackey

- 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 Pontiac
Solar LLC to provide for payment of a fee-in-lieu of
taxes; authorizing certain infrastructure credits; and
other related matters. [\[PAGES 251-288\]](#)

16. SECOND READING ITEMS

The Honorable Jesica Mackey

- a. An Ordinance Authorizing the sale of 120 Clemson
Road, Columbia, South Carolina; County TMS
#R25608-01-38. [\[PAGES 289-292\]](#)
- b. Authorizing the issuance of General Obligation Bonds
in one or more series, tax-exempt or taxable, in an
amount not to exceed Seventy Million Dollars
(\$70,000,000), to fund the costs of certain capital

projects; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related matters. [\[PAGES 293-317\]](#)

- 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 a company identified for the time being as Project Momentum; and other related matters. [\[PAGES 318-341\]](#)
- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project West to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters. [\[PAGES 342-376\]](#)

17. REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

The Honorable Gretchen Barron

a. NOTIFICATION OF APPOINTMENTS

- 1. **A-Tax (6) Accommodations Tax Committee** - Six (6) Vacancies (TWO applicants must have a background in the Lodging Industry, TWO applicants must have a background in the Hospitality Industry, ONE applicant must have a cultural background, and ONE is an at-large position) [\[PAGE 377\]](#)
 - a. Daniel Eloi
 - b. Troyeshi Gladden
 - c. April Morgan (*Incumbent)
- 2. **Board of Assessment Appeals Board of Assessment Appeals** - One (1) Vacancy [\[PAGE 378\]](#)
 - a. Terrance Staley
 - b. Melita Riley
 - c. Angelique Mann

3. **H-Tax Hospitality Tax Committee** - Five (5) Vacancies (TWO applicants must be from the Restaurant Industry) [\[PAGE 379\]](#)
 - a. Chirag Gandhi
 - b. Jessica Carswell
 - c. Daniel Eloi
 - d. Tanya Rodriguez Hodges (*Incumbent)
 - e. Joseph "Tripp" Roche

18. REPORT OF THE DETENTION CENTER AD HOC COMMITTEE [\[PAGES 380-389\]](#)

The Honorable Cheryl English

- a. 1. Alvin S. Glenn Detention Center - Status Updates.
2. Other Updates.
3. Personnel Update. [EXECUTIVE SESSION]
4. Legal/Legislative Update. [EXECUTIVE SESSION]

19. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Paul Livingston

- a. Saluda Riverwalk Greenway Phase 2 - Project Fund Increase. [\[PAGES 390-396\]](#)
- b. Award of Construction - Saluda Riverwalk Greenway Phase 2. [\[PAGES 397-402\]](#)
- c. Award of Construction - Pineview Road at American Italian Way Traffic Signal [\[PAGES 403-409\]](#)
- d. Percival Road Sidewalk - Project Contingency Increase [\[PAGES 410-417\]](#)
- e. Award of Construction - Broad River Road at Farming Creek Road Traffic Signal. [\[PAGES 418-423\]](#)

20. OTHER ITEMS

The Honorable Jesica Mackey

- a. A Resolution to appoint and commission Alessandro Buescher as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County. [\[PAGE 424\]](#)

- b. A Resolution to appoint and commission Matthew Mizell as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County. [\[PAGE 425\]](#)

- c. FY26 - District 5 Hospitality Tax Allocations

- 1. Trustus Theatre - \$50,000 [\[PAGE 426-427\]](#)

21. 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

22. MOTION PERIOD

23. 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
June 17, 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, Don Weaver, Gretchen Barron, Tish Dozier-Alleyne (online), Jesica Mackey, Cheryl English, and Chakisse Newton.

OTHERS PRESENT: Anette Kyrlo, Patrick Wright, Ashiya Myers, Kyle Holsclaw, Angela Weathersby, Kenny Bowen, Lori Thomas, Stacey Hamm, Andy Haworth, Michelle Onley, Tamar Black, Jennifer Wladischkin, Michael Byrd, Jeff Ruble, Jackie Hancock, Leonardo Brown, Brittany Hammond, Oscar Rosales, Olin Towery, Venyke Harley, Matthew Drawdy, and Sandra Haynes.

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – Liddie Grantlin led the Invocation on behalf of Ms. Terracio.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Allison Terracio.
4. **PRESENTATION OF PROCLAMATIONS**
 - a. **A Proclamation Recognizing Blythewood High School Girls' Track Team as the 5A State Champions** – Ms. Jackie Hancock, Assistant to the Clerk of Council, read the proclamation into the record.
 - b. **A Proclamation Recognizing June 15-21, 2025, as National Mosquito Control Awareness Week** – Ms. Terracio read the proclamation into the record.
 - c. **A Proclamation Recognizing June as Gun Violence Awareness Month** – Ms. Newton read the proclamation into the record.
5. **PRESENTATION OF RESOLUTIONS**
 - a. **A Resolution Recognizing Juneteenth** – Mr. Branham moved to adopt the resolution recognizing Juneteenth, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

Ms. Mackey read the resolution into the record.
 - b. **A Resolution Honoring the Life and Legacy of Dr. Matilda A. Evans** – Ms. Barron moved to adopt a resolution honoring the life and legacy of Dr. Matilda A. Evans and a resolution recognizing June as National Safety Month, 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. Hancock read the resolution into the record.
 - c. **A Resolution Recognizing June as National Safety Month** – Mr. Branham, read the resolution into the record.

POINT OF PERSONAL PRIVILEGE – Ms. Mackey recognized that Senator Tameika Issac Devine, Richland School District Two Board Commissioner Shelley Williams, Richland School District One Board Chairman Robert Lominack, Richland School District One Board Commissioners Barbara Weston, Dr. Aaron Bishop, Angela Clyburn, and Jamie Devine, and Richland School District One Superintendent Dr. Craig Witherspoon were in the audience.

6. **APPROVAL OF MINUTES**

- a. Regular Session: June 3, 2025 – Mr. Livingston moved to approve the minutes as distributed, seconded by Mr. Weaver.

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

Not Present: Barron

The vote in favor was unanimous.

- b. Special Called Meeting: June 5, 2025 – Mr. Weaver moved to approve the minutes as distributed, seconded by Ms. Newton.

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

Not Present: Barron

The vote in favor was unanimous.

7. **ADOPTION OF AGENDA** – The County Attorney, Patrick Wright, requested to defer Items 17(a) “An Ordinance Authorizing a deed to NE/S Lykes Lane, Columbia, South Carolina; County TMS #R06400-01-01”, 17(b) “An Ordinance Authorizing the termination of a conservation easement on certain land currently owned by the Ball Family Revocable Trust”, and 17(c) “An Ordinance Authorizing the sale of 120 Clemson Road, Columbia, South Carolina; County TMS #R25608-01-38”.

Mr. Branham moved to accept the County Attorney’s request, seconded by Ms. English.

Items 17(a) and (b) will be deferred until the July 15th Council meeting, and Item 17(c) will be deferred until the July 8th Council meeting.

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

The vote in favor was unanimous.

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.

8. **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. Legal Advice Regarding Tax Assessments [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
b. Discussion/legal advice concerning the Contract for Private/Public Pet Services [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]

Mr. Pugh moved to go into Executive Session, seconded by Ms. Barron.

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 6:49 PM
and came out at approximately 7:14 PM***

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

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

The vote in favor was unanimous.

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

- a. Legal Advice Regarding Tax Assessment [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.

9. **CITIZENS’ INPUT**

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

10. **CITIZENS' INPUT**

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

11. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Updates for Consideration – No updates were given.
- b. Administrator's Nomination: (Items in this section require action that may prejudice the County's interest in a discernible way (i.e., time-sensitive, exigent, or of immediate importance)
1. *Midlands Workforce Development Board – Plan Year 2025 Memorandum of Understanding – The Midlands Workforce Area SC Works System* – The County Administrator, Leonardo Brown, stated this item comes to Council annually. The Midlands Workforce Development Board seeks Council's approval of the attached agreement, which outlines the budget and operational framework for SC Works in the Midlands. The agreement also outlines the cost-sharing arrangement among the partners. There is no fiscal impact or obligation to the County.

Ms. Barron moved to approve the Memorandum of Understanding, 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 moved to reconsider this item, seconded by Ms. Barron.

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

The motion for reconsideration failed.

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

- a. Upcoming Council District Events – Ms. Kyrlo noted the following upcoming Council District Events:
- Thursday, June 26th – District 10 – Comprehensive Plan Update, Eastover Park, 1031 Main Street, Eastover, 6:00-7:30 PM
 - Tuesday, July 8th – Richland County Homeownership Assistance Program, Sheriff's Department Annex, 2500 Decker Boulevard, Columbia, 6:00-7:00 PM

POINT OF PERSONAL PRIVILEGE – Ms. Newton thanked staff for hosting the Town Hall in District 11.

13. **REPORT OF THE CHAIR**

- a. 2026 Strategic Planning Forum – Ms. Mackey reminded Council members to submit their suggestions for locations and topics for the 2026 Strategic Planning Forum by the end of the month.

14. **OPEN/CLOSE PUBLIC HEARINGS**

- 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 Core Columbia Hampton LLC, a company previously identified as Project Catalyst; and other related matters -No one signed up to speak.

15. **APPROVAL OF CONSENT ITEMS**

- a. Case #25-018MA, Joyce S. Burgess, INC to GC (0.83 Acres), 7600 Wilson Boulevard, TMS # R143003-02-25 {District 7} [THIRD READING] {Ordinance 035-25HR}

Ms. Barron moved to approve Item 15(a), seconded by Ms. Terracio.

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

The vote in favor was unanimous.

16. **THIRD READING ITEMS**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Core Columbia Hampton LLC, a company previously identified as Project Catalyst; and other related matters {Ordinance 036-25HR} – Mr. Livingston moved to approve this item, seconded by Ms. Barron.

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

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

The vote in favor was unanimous.

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

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

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

The motion for reconsideration failed.

- 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. 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 - {Ordinance 037-25HR} - The Budget Director, Brittany Hammond, pointed out there was a scrivener's error on #5 "Midlands Technical College (Operating)" the amount in the 2nd Reading Note should be \$8,464,300.

1. **Richland County Recreation Commission (2nd Reading Amount: \$18,412,400)** - Ms. English moved to approve a .30 increase for the Recreation Commission, which will equate to \$18,812,400, seconded by Ms. Barron.

Ms. Terracio inquired if there is something the difference represents.

Ms. English replied that the increase represents ADA compliance updates to the facilities.

Ms. Barron stated that the State has mandated requirements, but no funding was provided to implement them. In addition, she noted Council has been committed to not raising taxes; therefore, this is a hard place, but a real place, for Council to be in. Many agencies are negatively impacted by what is happening at the federal and state levels.

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

Opposed: Branham, Pugh, Weaver, and Alleyne

The vote was in favor.

2. **Columbia Area Mental Health (2nd Reading Amount: \$2,941,200)**
3. **Richland County Public Library (2nd Reading Amount: \$36,051,920)**
4. **Riverbanks Zoo and Gardens (2nd Reading Amount: \$1,522,400)**
5. **Midlands Technical College (Operating) (2nd Reading Amount: \$8,464,300)**
6. **Midlands Technical College (Capital) (2nd Reading Amount: \$4,508,000)**
7. **Richland County School District One (2nd Reading Amount: \$272,320,034)**
8. **Richland County School District Two (2nd Reading Amount: \$196,045,633)**

Ms. Barron moved to fund Richland School Districts I and II at the requested amount, seconded by Mr. Pugh.

Ms. Newton requested clarification on the amount Council is being asked to approve.

Ms. Barron stated that Richland School District I would be \$277,499,134, and Richland School District II would be \$200,287,633.

Ms. Newton requested the impact the motion would have on the taxpayers.

The Auditor, Paul Brawley, stated the breakdown would be:

- School District I: 7.7 mills, \$46.20 (\$100,000 Commercial Property), \$9.20 (\$20,000 Vehicle)
- School District II: 12 mills, \$72.00 (\$100,000 Commercial Property), \$14.40 (\$20,000 Vehicle)

Mr. Brawley noted owner-occupied residences are not assessed property taxes for school operating expenses due to Act 388.

Ms. Little inquired what would happen if Council does not support Ms. Barron's motion.

Ms. Mackey replied if the motion fails, we go back to the motion passed on 2nd Reading.

In Favor: Pugh, Terracio, and Barron

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

The motion failed.

Mr. Livingston moved to fund Richland School District I at a 3 mill increase, and Richland School District II at a 6 mill increase.

The motion died for lack of a second.

Ms. Barron moved to approve Richland School District I at 3 mills and Richland School District II at 6 mills, seconded by Mr. Livingston.

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

Opposed: Branham, Weaver, Alleyne, and Mackey

The vote was in favor.

9. ***Accommodations Tax (Approve A-Tax revenue projections; 2nd Reading Amount: \$690,000)***
10. ***Accommodations Tax (Approve A-Tax use of fund balance; 2nd Reading Amount: \$141,258)***
11. ***Accommodations Tax (Approve A-Tax transfers out; 2nd Reading Amount: \$148,858)***
12. ***Accommodations Tax (Approve A-Tax committee recommendations; 2nd Reading Amount: \$682,400)***
13. ***Hospitality Tax (Approve H-Tax revenue projections; 2nd Reading Amount: \$11,538,041)***
14. ***Hospitality Tax (Approve H-Tax use of fund balance; 2nd Reading Amount: \$2,887,966)***
15. ***Hospitality Tax (Approve H-Tax transfers out; 2nd Reading Amount: \$4,990,850)***
16. ***Hospitality Tax (Approve H-Tax committee recommendations; \$4,990,850)***
17. ***Hospitality Tax (Approve carryover of council discretionary funds for H-Tax - \$181,360 as of June 3, 2025)***
18. ***Hospitality Tax (Approve carryover funding for capital project for parking lot construction; 2nd Reading Amount: \$1,000,000)***
19. ***Hospitality Tax (Approve funding for Riverbanks Zoo at the recommended amount; 2nd Reading Amount: \$1,501,712)***
20. ***Hospitality Tax (Ordinance Agency) (Approve funding for the Columbia Museum of Art at the requested amount; 2nd Reading Amount: \$1,475,000)***
21. ***Hospitality Tax (Ordinance Agency) (Approve funding for the Historic Columbia Foundation at the requested amount; 2nd Reading Amount: \$675,000)***
22. ***Hospitality Tax (Ordinance Agency) (Approve funding for EdVenture at the requested amount; 2nd Reading Amount: \$1,450,000)***
23. ***Hospitality Tax (Ordinance Agency) (Approve funding for the Township Auditorium Foundation at the requested amount; 2nd Reading Amount: \$415,000)***
24. ***Hospitality Tax (Ordinance Agency) (Approve funding for Township Auditorium – RC Operations – ground maintenance at the requested amount; 2nd Reading Amount: \$155,400)***
25. ***Hospitality Tax (Special Promotions) (Approve funding for the Capital City Lake Murray Country Tourism Board at the FY25 amount; 2nd Reading Amount: \$160,000)***
26. ***Hospitality Tax (Special Promotions) (Approve funding for Columbia Metropolitan Convention & Visitors Bureau at the requested amount; 2nd Reading Amount: \$500,000)***

27. *Hospitality Tax (Special Promotions) (Approve funding for Columbia International Festival at the requested amount; 2nd Reading Amount: \$350,000)*
28. *Hospitality Tax (Tier 3) (Approve funding for the South East Rural Community Outreach [SERCO] at the requested amount; 2nd Reading Amount: \$90,000)*
29. *Hospitality Tax (Tier 3) (Approve carryover of any unexpended funds from the Gateway Pocket Park/Blight Removal Project to FY26 budget; 2nd Reading Amount: \$250,000)*
30. *Hospitality Tax (Tier 3) (Approve carryover of any unexpended fund from the Historical Corridor to FY26 budget; 2nd Reading Amount: \$228,105)*
31. *Hospitality Tax (Approve H-tax council discretionary funds; 2nd Reading Amount: \$906,675)*
32. *Hospitality Tax (Approve \$65,000 in funding to the Lower Richland Sweet Potato Festival for FY26; 2nd Reading Amount: \$43,150)*
33. *Hospitality Tax (Approve \$20,000 in funding to the SC Gospel Quartet Awards in FY26; 2nd Reading Amount: \$0.00)*
34. *Hospitality Tax (Approve \$75,000 in funding to the Latino Communications Community Development Corporation in FY26; 2nd Reading Amount: \$55,000)*
35. *Hospitality Tax (Approve \$35,000 in funding to the Town of Eastover in FY26; 2nd Reading Amount: \$0.00)*
36. *Hospitality Tax (Approve \$100,000 in funding to the Trustus Theater in FY26; 2nd Reading Amount: \$0.00)*
37. *Hospitality Tax (Approve funding SC Ballet and Columbia Classical Ballet at the same amount; 2nd Reading Amount: \$8,250)*
38. *Hospitality Tax (Approve carrying over up to \$300,000 of unexpended hospitality funds from each Councilmember District to the FY25 budget; 2nd Reading Amount: \$0.00)*
39. *Neighborhood Redevelopment (Approve Neighborhood Enrichment Grant Program (NEGP) recommendations; 2nd Reading Amount: \$71,530)*
40. *Conservation Commission (Approve Conservation Commission Natural Resource Grant recommendations; 2nd Reading Amount: \$300,000)*
41. *Grant Funded Departments (Approve department requests for external grants in FY26, required matching of County funds, and grant-funded positions; 2nd Reading Amount: \$1,212,613,076)*
42. *County-wide Departments (Approve Projected Operating General Fund Revenue as presented in the FY26 Recommended Budget Book; including sufficient operating millage to achieve \$153,447,755 in property tax collections; 2nd Reading Amount: \$236,004,917)*
43. *Administration (Approve millage increase of .50 to fund Proviso 67.17; 2nd Reading Amount: \$1,100,000)*
44. *County-wide Departments (Approve General Fund Transfers in from H-Tax and A-Tax Funds as presented in the FY26 Recommended Budget Book; 2nd Reading Amount: \$8,589,123)*
45. *Administration (Approve allocation of indirect cost to special revenue and enterprise fund departments as presented in the FY26 Recommended Budget Book; 2nd Reading Amount: \$5,032,122)*
46. *Administration (Approve general fund sale of capital assets; 2nd Reading Amount: \$21,200)*
47. *County-wide Departments (Approve projected use of general fund unassigned fund balance to support capital project expenditures as presented in the FY26 Recommended Budget Book; 2nd Reading Amount: \$10,275,685)*
48. *County-wide Departments (Approve continued funding for step increase according to the compensation study implemented in FY24, as well as adherence by all County employees who are not elected and appointed officials to be placed in adherence to the grade and step plan as assigned; 2nd Reading Amount: \$2,020,096)*

49. ***County-wide Departments (Approve all general fund new positions as presented in the budget work session starting January 1, 2026, with the exception of Business Service Center and Solicitor, who are budgeted to start July 1, 2025; 2nd Reading Amount: \$334,733)***
50. ***County-wide Departments (Approve general fund personnel, operating, and capital expenditures as presented in the FY26 Recommended Budget Book; 2nd Reading Amount: \$235,879,094)***
51. ***Transfers Out (Approve general fund operating transfers out as presented in the FY26 Recommended Budget Book; 2nd Reading Amount: \$19,011,831)***
52. ***Lump Sum Agencies (Approve funding the Central Midlands Council of Governments membership for FY26; 2nd Reading Amount: \$232,278)***
53. ***Lump Sum Agencies (Approve funding the Lexington/Richland Alcohol and Drug Abuse Council for FY26; 2nd Reading Amount: \$1,350,000)***
54. ***Lump Sum Agencies (Approve funding for Main Street District for FY26; 2nd Reading Amount: \$50,000)***
55. ***Community Impact Grants (Approve Community Impact Grants (CIG) committee recommendations – Community Partners; 2nd Reading Amount: \$952,560)***
56. ***Community Impact Grants (Approve Community Impact Grants (CIG) committee recommendations – Competitive Grants; 2nd Reading Amount: \$560,000)***
57. ***Community Impact Grants (Approve reducing Senior Resources Community Impact Grants (CIG) funding by \$30,000 to bring their awarded amount to \$440,546; 2nd Reading Amount: \$0.00)***
58. ***Community Impact Grants (Approve increasing Community Impact Grants (CIG) funding for Transitions Homeless Center by \$30,000 to increase their awarded amount to \$180,000; 2nd Reading Amount: \$0.00)***
59. ***Community Impact Grants (Approve Community Impact Grants (CIG) committee recommendations; 2nd Reading Amount: \$176,400)***
60. ***County-wide Departments (Adjust and approve projected use of general fund balance to support overall general fund expenditure as necessary; 2nd Reading Amount: \$0.00)***
61. ***Non-Departmental (Approve assigning \$4,000,000 of unexpended FY25 funding for affordable housing in FY26; 2nd Reading Amount: \$4,000,000)***
62. ***Lump Sum Agencies (Approve \$300,000 in funding for the Midlands Area Food Bank; 2nd Reading Amount: \$0.00) – Mr. Pugh moved to fund the Midlands Area Food Bank at \$75,000 from the Community Impact Grants Competitive fund balance, seconded by Ms. Terracio.***

Ms. Newton requested additional information regarding the organization.

Mr. Pugh stated that the Midlands Area Food Bank assists with serving the residents in the Northeast Columbia area.

Ms. Newton inquired about the fund balance total for the Competitive Community Impact Grants.

Ms. Hammond indicated the fund balance was \$75,040, which would leave a balance of \$40.00 if this motion were approved.

For clarification, Ms. Barron stated this motion does not affect the work of the Community Impact Grants Committee.

Ms. Mackey responded in the affirmative.

Mr. Branham stated, for clarification, that this motion does not affect property taxes.

Ms. Hammond affirmed that it would not.

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

Opposed: Weaver

The vote was in favor.

Ms. Hammond noted that no action was taken at 2nd Reading on Items #63, #64, #113, and #114.

63. ***Lump Sum Agencies (Clemson Cooperative Extension as presented in FY26 Recommended Budget Book for \$50,000; 2nd Reading Amount: \$0.00)***
64. ***Lump Sum Agencies (Senior Resources as presented in the FY26 Recommended Budget Book. The Community Impact Grant (CIG) requested amount was \$548,046, the amount not awarded is \$75,502. Senior Resources is requesting the difference in their requested and awarded amount; 2nd Reading Amount: \$0.00)***
65. ***(Proposed General Fund budget that does not increase County millage rate, or a maximum of 1 mill; 2nd Reading Amount: \$0.00)***
66. ***(Propose a General Fund budget that increases County millage rate by 2.5-3 mills; 2nd Reading Amount: \$0.00)***
67. ***Economic Development (Approve revenue and expenditure budget of Economic Development; 2nd Reading Amount: \$7,152,357)***
68. ***Emergency Telephone System (Approve revenue and expenditure budget of Emergency Telephone System; 2nd Reading Amount: \$7,659,742)***
69. ***Fire Services (Approve revenue and expenditure budget of Fire Services; 2nd Reading Amount: \$38,455,793)***
70. ***Hospitality Tax (Approve revenue and expenditure budget of Hospitality Tax; 2nd Reading Amount: \$14,204,637)***
71. ***Accommodations Tax (Approve revenue and expenditure budget of Accommodations Tax; 2nd Reading Amount: \$831,258)***
72. ***Transportation Tax (Approve revenue and expenditure budget of Transportation Tax; \$265,917,863)***
73. ***Mass Transit (Approve revenue and expenditure budget of Mass Transit; \$28,388,195)***
74. ***Neighborhood Redevelopment (Approve revenue and expenditure budget of Neighborhood Redevelopment; \$1,102,000)***
75. ***Public Defender (Approve revenue and expenditure budget of Public Defender; 2nd Reading Amount: \$7,126,679)***
76. ***Title IVD – Sheriff's Fund (Approve revenue and expenditure budget of Title IVD – Sheriff's Fund; 2nd Reading Amount: \$66,499)***
77. ***Title IV – Family Court (Approve revenue and expenditure budget of Title IV – Family Court; 2nd Reading Amount: \$1,451,686)***
78. ***School Resource Officers (Approve revenue and expenditure budget of School Resource Officers; 2nd Reading Amount: \$8,334,677)***
79. ***Victim's Assistance (Approve revenue and expenditure budget of for Victim's Assistance; 2nd Reading Amount: \$1,367,901)***
80. ***Tourism Development (Approve revenue and expenditure budget of Tourism Development; 2nd Reading Amount: \$1,477,000)***
81. ***Temporary Alcohol Permits (Approve revenue and expenditure budget of Temporary Alcohol Permits; 2nd Reading Amount: \$126,502)***
82. ***Temporary Alcohol Permits (Approve funding for River Alliance for FY26; 2nd Reading Amount: \$70,000)***
83. ***Stormwater Management (Approve revenue and expenditure budget of Stormwater Management; 2nd Reading Amount: \$5,312,802)***
84. ***Stormwater Management (Approve funding for Congaree Riverkeeper for FY26; 2nd Reading Amount: \$20,000)***
85. ***Conservation Commission (Approve revenue and expenditure budget of Conservation Commission; 2nd Reading Amount: \$3,182,580)***

86. **Road Maintenance (Approve revenue and expenditure budget of Road Maintenance; 2nd Reading Amount: \$11,898,931)**
 87. **Child Fatality Review (Approve revenue and expenditure budget of Child Fatality Review; 2nd Reading Amount: \$35,000)**
 88. **County-wide Departments (Approve Other Fund New Positions as presented in the FY26 Recommended Budget Book; 2nd Reading Amount: \$621,592)**
 89. **General Obligation Debt Service (Appropriate funding to fund debt service; 2nd Reading Amount: \$14,353,981)**
 90. **Proposed General Obligation Debt Service (Appropriate funding to fund debt service; 2nd Reading Amount: \$8,968,471)**
 91. **Fire Bonds Debt Service (Appropriate funding to fund debt service; 2nd Reading Amount: \$547,950)**
 92. **Hospitality Refund 2013A B/S (Special Assessment) (Appropriate funding to fund debt service; 2nd Reading Amount: \$1,490,850)**
 93. **RC IP Bonds 2019 (Appropriate funding to fund debt service; 2nd Reading Amount: \$1,601,381)**
 94. **Richland School District I (Appropriate funding to fund debt service; 2nd Reading Amount: \$17,530,778)**
 95. **Richland School District I – Debt Service (Appropriate funding to fund debt service; 2nd Reading Amount: \$45,132,122)**
 96. **Richland School District II – Debt Service (Appropriate funding to fund debt service; 2nd Reading Amount: \$67,172,352)**
 97. **Recreation Commission (Appropriate funding to fund debt service; 2nd Reading Amount: \$3,067,430)**
 98. **Riverbanks Zoo & Garden (Appropriate funding to fund debt service; 2nd Reading Amount: \$5,506,989)**
 99. **East Richland Public Service Dist. (Sewer) (Appropriate funding to fund debt service; 2nd Reading Amount: \$809,320)**
 100. **Transportation Bonds (Appropriate funding to fund debt service; 2nd Reading Amount: \$14,435,500)**
 101. **County-wide Departments (Approve multi-year comprehensive capital improvement plan as presented in the FY26 Recommended Budget Book [FY26-FY29]; 2nd Reading Amount: \$242,371,782)**
 102. **Solid Waste Enterprise Fund (Approve 3.60% increase in the Landfill's rate schedule for FY26; 2nd Reading Amount: \$3,448,377)**
 103. **Solid Waste Enterprise Fund (Approve Mill Cap budget for Landfill; 2nd Reading Amount: \$8,391,200)**
 104. **Solid Waste Enterprise Fund (Approve Solid Waste Collection revenue projections; 2nd Reading Amount: \$39,318,401)**
 105. **Solid Waste Enterprise Fund (Approve funding for Solid Waste total budget; \$51,157,978)**
 106. **Solid Waste Enterprise Fund (Approve funding for Solid Waste use of fund balance; 2nd Reading Amount: \$2,000,000)**
 107. **Solid Waste Enterprise Fund (Approve funding for Keep Midlands Beautiful; \$45,500)**
- Ms. Newton requested to take up Items #108 and #109 separately.
108. **Richland County Utilities (Approve Utilities Water revenue projections – includes 10% increase; 2nd Reading Amount: \$287,829)**

109. ***Richland County Utilities (Approve Utilities Sewer revenue projections – includes 4% increase; 2nd Reading Amount: \$14,722,102)***

Ms. Newton moved to approve Items #108 and #109 separately, seconded by Ms. Terracio.
In Favor: Branham, Pugh, Little, Livingston, Terracio, Alleyne, Mackey, and English

Opposed: Weaver, Barron, and Newton

The vote was in favor.

110. ***Richland County Utilities (Approve Utilities TAP revenue projections; 2nd Reading Amount: \$896,278)***

111. ***Richland County Utilities (Approve funding for Richland County Utilities total budget; 2nd Reading Amount: \$15,906,2029)***

112. ***Hamilton-Owens Airport Operating (Approve Jim Hamilton Owens Airport revenue projections; 2nd Reading Amount: \$310,000)***

113. ***Hamilton-Owens Airport Operating (Approve Jim Hamilton Owens Airport use of fund balance; 2nd Reading Amount: \$470,971)***

114. ***Hamilton-Owens Airport Operating (Approve Jim Hamilton Owens Airport total budget; 2nd Reading Amount: \$785,971)***

Ms. Terracio moved to approve Items #113 and # 114 at the requested amount, seconded by Mr. Livingston.

Ms. Newton inquired if these two items would impact the taxpayers.

Ms. Hammond responded that the Hamilton-Owens Airport is an Enterprise Fund; therefore, there will be no impact on the taxpayers.

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

The vote in favor was unanimous.

Ms. Barron requested the Auditor to provide the overall impact of the budget on the taxpayers.

Mr. Brawley responded as follows:

- \$100,000 Legal Residence - \$26.00
- \$100,000 Commercial Property (School District I) - \$57.00
- \$100,000 Commercial Property (School District II) - \$75.00
- \$20,000 Vehicle (School District I) - \$11.40
- \$10,000 Vehicle (School District II) - \$15.00

Ms. Barron moved to approve all remaining budget items, seconded by Ms. English.

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

Opposed: Branham and Pugh

The vote was in favor.

Ms. Barron moved to reconsider the FY26 Budget, seconded by Ms. English.

In Favor: Branham, Pugh, and Little

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

The motion failed.

17. **SECOND READING ITEMS**

- a. An Ordinance Authorizing a deed to NE/S Lykes Lane, Columbia, South Carolina; County TMS #R06400-01-01 – This item was deferred until the July 15th Council meeting.
- b. An Ordinance Authorizing the termination of a conservation easement on certain land currently owned by the Ball Family Revocable Trust – This item was deferred until the July 15th Council meeting.
- c. An Ordinance Authorizing the sale of 120 Clemson Road, Columbia, South Carolina; County TMS #R25608-01-38 – This item was deferred until the July 8th Council meeting.

18. **FIRST READING ITEMS**

- a. An Ordinance Authorizing the termination of a conservation easement on certain lands currently owned by Brenda Quick and the Ball Family Revocable Trust – Mr. Branham moved to defer this item to the July 15th Council meeting, seconded by Ms. English

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

The vote in favor was unanimous.

- b. Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed Seventy Million Dollars (\$70,000,000), to fund the costs of certain capital projects; authorizing the Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related matters – Mr. Weaver moved to approve this item, seconded by Ms. English.

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

Opposed: Branham

The vote was in favor.

19. **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 a public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Momentum; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

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

Opposed: Newton

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

The vote was in favor.

- b. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project West identifying the project; and other matters related thereto – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

- 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 West to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

20. **OTHER ITEMS**

- a. FY25 District 1 Hospitality Tax Allocations (Miss SC Scholarship Organization -- \$2,400)
- b. FY25 – District 2 Hospitality Tax Allocations – (Edgewood Foundation -- \$5,000, Camouflage Connection - \$10,000)
- c. FY25 District 11 Hospitality Tax Allocations (Black Expo 2025 -- \$5,000, Kingville Historical Foundation - \$10,000, Town of Eastover - \$5,000, South Carolina Ballet - \$5,000)

Ms. Newton moved to approve Items 20(a)-20(c), seconded by Ms. Barron.

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

The vote in favor was unanimous.

Ms. English moved to reconsider Items 20(a)-20(c), seconded by Ms. Terracio.

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

The motion for reconsideration failed.

21. **EXECUTIVE SESSION** – Ms. Newton moved to go into Executive Session, seconded by Mr. Pugh.
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 8:09 PM
and came out at approximately 8:36 PM***

Ms. Terracio moved to come out of Executive Session, seconded by Ms. English.
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.
The vote in favor was unanimous.

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

- 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)] – No action was taken.

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

23. **ADJOURNMENT** – Ms. Newton moved to adjourn the meeting, seconded by Mr. Branham.
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 8:37 PM.



Richland County Council

STATEMENT OF RECUSAL

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

(Please add agenda item number and description):

116a - Core Columbia Hampton LLC

19a - Project Momentum

REASONS FOR DISQUALIFICATION:

My parent company represents the applicant

Jessica Mackey / Jessica Mackey
Print and sign your name

Anette A. Kinyo
Print and sign your name

6-17-25
Date

6-17-25
Date received by Clerk Dept.



Richland County Council
Zoning Public Hearing
MINUTES
June 24, 2025 – 7:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

COUNCIL MEMBERS NOT PRESENT: Jason Branham and Chakisse Newton

OTHERS PRESENT: Anette Kirylo, Patrick Wright, Aric Jensen, Kyle Holsclaw, Michelle Onley, Kenny Bowen, Jackie Hancock, Tina Davis-Gooden, and Geo Price

1. **CALL TO ORDER** – Chairwoman Jessica Mackey called the meeting to order at approximately 7:00 PM.
2. **ADDITIONS/DELETIONS TO THE AGENDA** – There were no additions or deletions.
3. **WITHDRAWALS/DEFERRALS** – Mr. Geo Price, Deputy Community Planning & Development Director,/Zoning Administrator, noted the applicants for Case #25-020MA, Ryan Homes, HM to R3 (105.88 Acres), S/S Killian Road and 180 Killian Road, TMS #R14600-03-60, R14000-03-09, R14600-03-07, and R14600-03-11 and Case #25-022MA, Josh Williamson, GC to MU3 (8.16 Acres), 1838 Bluff Rd. 1508 Joe Jouis Dr. and 1822 Bluff Rd., TMS #R11115-05-05, R11116-04-18, and R11116-04-19 wished to withdraw their re-zoning requests.

Ms. Barron moved to accept the withdrawal of Case #25-20MA and Case #25-022MA, seconded by Ms. English.

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

Not Present: Branham and Newton

The vote in favor was unanimous.

4. **ADOPTION OF THE AGENDA** – Mr. Livingston moved to adopt the agenda as amended, seconded by Ms. Alleyne.

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

Not Present: Branham and Newton

The vote in favor was unanimous.

5. **OPEN PUBLIC HEARING**

a. **MAP AMENDMENTS**

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

Ms. Mackey opened the floor to the public hearing.

1. Irene Ritz, 343 Autumn Estates Drive, Blythewood, SC 29016 – Spoke in favor.

The floor for the public hearing was closed.

Ms. Barron moved to approve the rezoning request, seconded by Ms. English.

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

Not Present: Branham and Newton

The vote in favor was unanimous.

2. Case #25-003MA
Brandon Pridemore
AG to R3 (111.41 Acres)
700 Mount Valley Road
TMS #R12400-02-223
[District 7 – BARRON] [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.

Ms. Barron moved to approve the rezoning request, seconded by Ms. English.

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

Not Present: Branham and Newton

The vote in favor was unanimous.

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

Ms. Mackey opened the floor to the public hearing.

1. Michael Schroeder, 832 Drawdebil Road, Gilbert, 29054 – Spoke in favor.

The floor for the public hearing was closed.

Ms. Barron moved to approve the rezoning request, seconded by Ms. English.

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

Not Present: Branham and Newton

The vote in favor was unanimous.

4. Case #25- 020MA
Ryan Homes
HM to R3 (105.88 Acres)
S/S Killian Road and 180 Killian Road
TMS #R14600-03-60, 14600-03-09, 14600-03-07, and 14600-03-11
[District 7 –BARRON] [FIRST READING] – The rezoning request was withdrawn.

5. Case #25-021MA
Paz Asraf Rozenblit
INS to R5 (0.54 Acres)
E/S Scotsman Drive
TMS #R17010-05-15
[District 3 – LITTLE] [FIRST READING]

Ms. Mackey opened the floor to the public hearing.

1. Chris Twitty, 1700 Roslyn Drive, Columbia, SC 29206 – Spoke in favor.

The floor for the public hearing was closed.

Ms. Little moved to approve the rezoning request, seconded by Ms. English.

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

Not Present: Branham and Newton

The vote in favor was unanimous.

6. Case #25-022MA
Josh Williamson
GC to MU3 (8.16 Acres)
1838 Bluff Rd. 1508 Joe Louis Dr. & 1822 Bluff Rd.
TMS #R11115-05-05, R11116-04-18 & R11116-04-19
[DISTRICT 10 – ENGLISH] [FIRST READING] – The rezoning request was withdrawn.

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

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

Not Present: Branham and Newton

The vote in favor was unanimous.

The meeting adjourned at approximately 7:13 PM.



Richland County Council
Special Called Meeting
MINUTES
June 24, 2025 – 7:30 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

COUNCIL MEMBERS NOT PRESENT: Jason Branham and Chakisse Newton

OTHERS PRESENT: Leonardo Brown, Anette Kyrlo, Patrick Wright, Ashiya Myers, Aric Jensen, Kyle Holsclaw, Michelle Onley, Kenny Bowen, and Jackie Hancock

1. **CALL TO ORDER** – Chairwoman Jessica Mackey called the meeting to order at approximately 7:30 PM.
2. **ADOPTION OF AGENDA** – Ms. English moved to adopt the agenda as published, seconded by Ms. Alleyne.
In Favor: Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, and English
Not Present: Branham and Newton
The vote in favor was unanimous.
3. **OTHER ITEMS**
 - a. FY25 – District 3 Hospitality Tax Allocations (Ivy Heritage Foundation of Irmo – Night of Jazz & Art - \$5,000)
 - b. FY25 – District 8 Hospitality Tax Allocations (Ivy Heritage Foundation of Irmo - \$2,500)Ms. Barron moved to approve Items 3(a) and 3(b), seconded by Ms. English.
In Favor: Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, and English
Not Present: Branham and Newton
The vote in favor was unanimous.
Ms. English moved to reconsider Items 3(a) and 3(b), seconded by Ms. Barron.
Opposed: Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, and English
Not Present: Branham and Newton
The motion for reconsideration failed.
4. **ADJOURNMENT** – Ms. Barron moved to adjourn the meeting, seconded by Ms. Little.
In Favor: Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, and English
Not Present: Branham and Newton
The vote in favor was unanimous.
The meeting adjourned at approximately 7:33 PM.



Report of the County Administrator

SPECIAL CALLED Tuesday, July 8, 2025

UPDATES FOR CONSIDERATION:

COMMUNITY PLANNING & DEVELOPMENT – NEIGHBORHOOD IMPROVEMENT PROGRAM: NEIGHBORHOOD BLOCK PARTY & AWARD RECOGNITION

COMMUNITY PLANNING & DEVELOPMENT – CONSERVATION – ENRICH: AFRICAN AMERICAN HERITAGE TOUR: The ENRICH: African American History Tour, a self-guided mobile tour to honor the enduring legacy of African American history and heritage in Richland County, is live and ready for download! The app-based tour spotlights historical sites that celebrate African American leaders and communities, and is available for download through Google Play and the Apple App Store.

Click [HERE](#) to download or visit <https://travelstorys.com/tours/enrich-african-american-heritage> .

- If you open the link from your phone, you will be prompted to the Apple or Google Play store to download the app
- Once the app is downloaded / opened, it will send you directly to the ENRICH tour.
- If you open the link on a desktop, you will be prompted to scan a QR code followed by the same steps listed above.
- Be sure to allow the app to use your location 'always' to help with accuracy.

ADMINISTRATOR'S OFFICE - COUNTY FACILITY EXTERIOR LIGHTING & COMMUNITY ENGAGEMENT

COMPREHENSIVE PLAN UPDATE

ATTACHMENTS:

1. Informational Brief: Community Planning & Development – Neighborhood Improvement Program: Neighborhood Block Party & Award Recognition
2. Informational Brief: Administration – County Facility Exterior Lighting & Community Engagement
3. Project Status Update – Comprehensive Plan Update

**Informational Agenda Briefing**

Prepared by:	Essence Holmes	Title:	Neighborhood Coordinator
Department:	Community Planning & Development	Division:	Neighborhood Improvement Program
Date Prepared:	June 16, 2025	Meeting Date:	July 8, 2022
Approved for consideration:		Assistant County Administrator	Aric A Jensen, AICP
Meeting/Committee	Regular Session		
Subject:	Neighborhood Block Party and Award Recognition		

Every summer, Richland County's Neighborhood Improvement Program (NIP) hosts a *Neighborhood Block Party*, an event many residents look forward to attending. Event attendance increases each year, and this year's block party was no exception. Despite the inclement weather, there were over 250 attendees! Having an event which encourages residents to have fun, exchange ideas, celebrate their successes, and build community, is one of NIP's goals and helps to achieve the County's strategic goal of "Achieving Positive Public Engagement." Staff looks forward to spreading community spirit and boosting morale every year.

The Block Party features music, games, food, resources from various County departments and non-profits, and a *Best Neighborhood Display* contest. The contest provides an opportunity for neighborhood organizations to show off their accomplishments of the year with funds they've received from NIP's *Neighborhood Enrichment Grant*. Displays included neighborhood entrance signs, historical markers, food drives, and landscaping projects.

This year's winner of the *Best Neighborhood Display Competition* is the Martin Luther King-Lower Waverly Neighborhood Association (MLKLWNA). MLKLWNA president, Ms. Vivian Armstead-James, accepted the Cheryl Deas-Johnson Award for Best Neighborhood Display on behalf of the organization.





Informational Agenda Briefing

Prepared by:	Ashiya Myers	Title:	Assistant to the County Administrator
Department:	Administration	Division:	
Date Prepared:	June 30, 2025	Meeting Date:	July 8, 2025
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Special Called		
Subject:	County Facility Exterior Lighting & Community Engagement		

As reported during the 2025 Strategic Planning Forum, the County completed the installation of color-changing exterior building lighting in November of 2024 to the County Administration & Health Department complex located at 2000 & 2020 Hampton Street and the Judicial Center located at 1701 Main Street. The lighting can be changed to individual colors for holidays, special events, etc.

Administration has received a request to unify the lighting of the County's buildings with other buildings in the downtown Columbia. The lighting will coordinate with a calendar of dates and colors to be developed in coordination with the United Way. Participation in the coordinated display may be seen as an additional effort toward the County's strategic goals & initiatives of [Fostering Good Governance](#) via collaboration with other governments and [Achieving Positive Public Engagement](#) through morale-boosting messaging.

**Project Update**

Prepared by:	Synithia Williams	Title:	Director
Department:	Community Planning & Development	Division:	
Date Prepared:	June 30, 2025	Meeting Date:	July 8, 2025
Approved for Consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Committee/Meeting:	Regular Session		
Council Initiative/Project:	Comprehensive Plan Update		

EXECUTIVE SUMMARY (NARRATIVE STATUS):

Community Planning and Development conducted a series of Comprehensive Plan community outreach meetings in May and June. During the meetings, residents were asked to give feedback on three potential future land use scenarios. Subsequently, the Comprehensive Planning Team and Nealon Planning met to review the feedback and to discuss the ideas to be represented in the “preferred” land use scenario. They also brainstormed initial, high-level recommendations in support of the draft Goals. All of these ideas will be used to develop initiatives that will be presented with the preferred scenario at Public Forum 3, which is tentatively scheduled for the week of August 25, 2025.

KEY ACCOMPLISHMENTS/MILESTONES:

Completion of multiple public meetings including:

Monday, May 1, 2025	Edventure Children’s Museum
Wednesday, May 7, 2025	Ballentine Community Center
Monday, May 12, 2025	North Springs Community Center
Wednesday, May 14, 2025	Doko Manor
Tuesday, June 3, 2025	Comp Plan Work Session with County Council
Thursday, June 12, 2025	Comp Plan Work Session with Planning Commission
Monday, June 9, 2025	District 7 Town Hall Meeting
Monday, June 16, 2025	District 11 Town Hall Meeting
Thursday, June 26, 2025	District 10 Town Hall Meeting

CRITICAL ISSUES:

Nealon Planning's contract includes hosting the Reimagine Richland website for one year. The deadline for Nealon's hosting responsibilities ends August 15, 2025. The cost to extend the current web hosting for three months after the expiration date is \$2,375. There is enough funding in the Neighborhood Redevelopment Professional Services budget to cover this extension.

PENDING ACTIONS/DELIVERABLES AND ANTICIPATED COMPLETION DATES:

The Next Advisory Committee meeting is tentatively scheduled for the week of August 11, 2025 with Public Forum 3 the week of August 25, 2025. Final dates and locations are to be determined.

Comprehensive Plan Timeline:	
Project Kick off	September 2024
Phase 1, Discovery	October 2024 – February 2025
Phase 2, Plan Development	March 2025 – July 2025
Phase 3, Direction + Documentation	July 2025 – October 2025
Planning Commission Workshop	June 2025
County Council Workshop	June 2025
First Reading	October 21, 2025*

*First reading date may change depending on input from the public

Richland County Council Request for Action

Subject:

Case #25-002MA
Brandon Pridemore
AG to R3 (198.84 Acres)
800 Mount Valley Road
TMS #R12400-02-22

Notes:

First Reading: June 24, 2025
Second Reading:
Third Reading:
Public Hearing: June 24, 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 # R12400-02-22 FROM AGRICULTURAL DISTRICT (AG) TO RESIDENTIAL THREE DISTRICT (R3); 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 # R12400-02-22 from Agricultural District (AG) to Residential Three District (R3).

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:	June 24, 2025
First Reading:	June 24, 2025
Second Reading:	July 9, 2025
Third Reading:	July 16, 2025

Richland County Council Request for Action

Subject:

Case #25-003MA
Brandon Pridemore
AG to R3 (111.41 Acres)
700 Mount Valley Road
TMS #R12400-02-23

Notes:

First Reading: June 24, 2025
Second Reading:
Third Reading:
Public Hearing: June 24, 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 # R12400-02-23 FROM AGRICULTURAL DISTRICT (AG) TO RESIDENTIAL THREE DISTRICT (R3); 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 # R12400-02-23 from Agricultural District (AG) to Residential Three District (R3).

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:	June 24, 2025
First Reading:	June 24, 2025
Second Reading:	July 9, 2025
Third Reading:	July 16, 2025

Richland County Council Request for Action

Subject:

Case #25-005MA
Michael Schroeder
R3 to R4 (3.8 Acres)
520 Todd Branch Drive
TMS #R17115-01-18

Notes:

First Reading: June 24, 2025
Second Reading:
Third Reading:
Public Hearing: June 24, 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 # R17115-01-18 FROM RESIDENTIAL THREE DISTRICT (R3) TO RESIDENTIAL FOUR DISTRICT (R4); 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 # R17115-01-18 from Residential Three District (R3) to Residential Four District (R4).

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:	June 24, 2025
First Reading:	June 24, 2025
Second Reading:	July 9, 2025
Third Reading:	July 16, 2025

Richland County Council Request for Action

Subject:

Case #25-021MA
Paz Asraf Rozenblit
INS to R5 (0.54 Acres)
E/S Scotsman Drive
TMS #R17010-05-15

Notes:

First Reading: June 24, 2025
Second Reading:
Third Reading:
Public Hearing: June 24, 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 # R17010-05-15 FROM INSTITUTIONAL DISTRICT (INS) TO RESIDENTIAL FIVE DISTRICT (R5); 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 # R17010-05-15 from Institutional District (INS) to Residential Five District (R5).

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:	June 24, 2025
First Reading:	June 24, 2025
Second Reading:	July 9, 2025
Third Reading:	July 16, 2025

Richland County Council Request for Action

Subject:

Operational Services - Award of Contract - Antique Mall Demolition

Notes:

June 24, 2025 – The Administration and Finance Committee recommends approval of a contract with EMR Services Inc. for \$142,050.30 to provide demolition and abatement services for the Old Antique Mall building located at 2956 Broad River Road, Columbia, SC 29210. The contract also includes hazardous material abatement and an Erosion Control Plan.

**RICHLAND COUNTY
ADMINISTRATION**

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

**Agenda Briefing**

Prepared by:	T. J. Danley	Title:	Project Manager
Department:	Operational Services	Division:	Facilities & Grounds
Date Prepared:	April 8, 2025	Meeting Date:	June 24, 2025
Legal Review	Patrick Wright via email	Date:	June 5, 2025
Budget Review	Brittany Hammond via email	Date:	May 19, 2025
Finance Review	Stacey Hamm via email	Date:	May 14, 2025
Approved for consideration:		Assistant County Administrator	Lori J. Thomas, MBA, CGFO
Meeting/Committee	Administration & Finance		
Subject	Award of Contract for Antique Mall Demolition Project		

RECOMMENDED/REQUESTED ACTION:

Operational Services recommends approval of a contract with EMR Services Inc. for \$142,050.30 (base contract price of \$123,522, plus \$18,528.30 in contingency) to provide demolition and abatement services for the Old Antique Mall building located at 2956 Broad River Road, Columbia, SC 29210. The contract also includes hazardous material abatement and an Erosion Control Plan.

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:

Funding was allocated and approved via the budget process. If approved, the County will enter into a contract with the recommended contractor, EMR Services Inc., for \$123,522.00 (not including contingency of \$18,528.30). Contingency is requested to ensure adequate funding is available in case of unforeseen costs or conditions associated with this project (e.g., soil contamination treatment or federal code improvement upgrades that may be required). Contingency use must be requested in writing by the contractor and evaluated by the Richland County Operational Services department as a change. Contingency use will not be approved by Richland County staff without strict examination of all the facts and possible options by the Project Management team.

Applicable fund, cost center, and spend category:

Fund: 1100

Cost Center: 3170

Spend Category: Construction

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

A Request for Bid # RC-704-B-25 Antique Mall Demolition Project was publicly advertised on February 18, 2025. Nine (9) submittals were received. After initial evaluation of bid submittal, The company TOA, LLC. was deemed non-responsive. EMR Services Inc. was identified as the lowest, responsive, responsible bidder at a cost of \$123,522.00.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

The Operational Services department requests approval to enter into a contract with EMR Services Inc. to demolish the Old Antique Mall building. The current building exhibits structural problems that require extensive repair, and the building's position on the property is not conducive to future plans for the site. The demolition of the building and parking lot is needed to return the property to a buildable state.

If approved, the recommended contractor will provide the building and parking lot demolition, material removal, hazardous material abatement and removal, utility removal, erosion control, grading, and seeding.

This project not only addresses the immediate safety and visual concerns related to the deteriorating building but also supports the county's long-term goal of using this land to construct new facilities that to offer or support constituent services.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Plan for Growth through Inclusive and Equitable Infrastructure

Objective: Create excellent facilities

SUMMATIVE OVERALL COUNTY IMPACT:

- The Old Antique Mall property was purchased in 2017.
- The current building condition and layout are not conducive to providing services for the residents of Richland County.
- The building exhibits structural degradation and is an eyesore.
- Providing a blank slate allows the flexibility to construct new facilities to better serve the community.

ATTACHMENTS:

1. Bid tabulation sheet
2. Contract

Antique Mall Demolition Project, RC-704-B-25	4 Seasons Demolition Inc.	Complete Demolition Services	Corley Construction, LLC	EMR Services Inc	
	\$ 254,000.0	\$ 221,000.0	\$ 342,813.0	\$ 123,522.0	
	\$ 0	\$ 0	\$ 0	\$ 0	
Total Cost Selected (\$)					

Kershaw Builders, Inc.	Sessler Wrecking	Webb-Harrell Construction Service Corp	Wrecking Corp of America, LLC
\$ 334,890.28	\$ 235,747.0	\$ 247,800.0	\$ 296,525.0
\$ 0	\$ 0	\$ 0	\$ 0

**CONTRACT AGREEMENT
RC-704-B-25**

THIS Contract Agreement is dated ____ day of ____ in the year 2025 by and between **RICHLAND COUNTY, SOUTH CAROLINA**, (hereinafter called "OWNER") and **EMR SERVICES INC.** (hereinafter called "CONTRACTOR") for the following Project, for which the Work under the Contract Documents may be the whole or only a part, is generally described in the OWNER's Request for Bids: Bid No. **RC-704-B-25**

(hereafter called "Request For Bids") as follows:

Antique Mall Demolition Project
(the "Project").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

1.1 CONTRACTOR shall complete all work for the Project as specified or indicated in the Contract Documents (the "Work"). The Work is generally described as follows:

Abatement, demolition, and debris removal services at the commercial building named the Antique Mall, located at 2956 Broad River Road, Columbia, SC 29210

Article 2. INSPECTOR.

2.1 The OWNER has designated Tracy (TJ) Danley as its representative and it will assume all duties and responsibilities and will have the rights and authority assigned to the INSPECTOR as described in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. Construction Engineering and Inspection shall also be performed by the INSPECTOR. The INSPECTOR information for notice purposes is:

Tracy (TJ) Danley, M.S.
Operational Services
Richland County Government
(803) 331-7705
danley.tracy@richlandcountysc.gov

Article 3. CONTRACT TIME.

- 3.1 The Contractor shall achieve Final Completion of the Project within thirty (30) Days after the Work is Substantially Complete.
- 3.2 Liquidated Damages. Will not be applicable to this Contract.
- 3.3 The Contract Time maybe changed only by a Change Order or Claim as defined and for the reasons stated in the General Conditions that are part of the Request For Bids.

Article 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, and in accordance with the unit bid prices submitted in the Contractor's Response to the Request for Bids on March 25, 2025 with an initial contract amount of \$ 123,522.00 .
- 4.2 The Contract Price may be changed only by a Change Order for the reasons stated in the General Conditions that are part of the Request For Bids.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions in the Request for Bids but in no case shall submit Applications for Payment more than once per month. Applications for Payment will be processed by INSPECTOR as provided in the General Conditions.

- 5.1 Payment Terms. Payment will be made within thirty (30) days after acceptance of completed order/project in accordance with the payment schedule. Payment applications for construction contracts are to be submitted on the latest standard AIA Application for Payment form for unit price contracts. Application for Payment shall reflect work completed through the last day of the month. Retainage for construction contracts will be on each Application for Payment is as follows: 10% of completed, 10% of stored materials. Partial payments will be made as follows: Provided an Application for Payment is received by the INSPECTOR, or project manager, no later than the 10th of the month, the OWNER shall make payment to the CONTRACTOR not later than thirty (30) days from receipt of the approved Application for Payment. If an Application for Payment is received by the INSPECTOR after the 10th day of the month, payment shall be made by the OWNER no later than thirty (30) days after the INSPECTOR, or project manager, approves the Application for Payment.
- 5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with the General Conditions in the Request For Bids, OWNER shall pay the remainder of the Contract Price and retainage as recommended by INSPECTOR as provided in this Article, subject to any offsets due to OWNER as provided in this Agreement.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all conditions and including any federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract

Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by CONTRACTOR for such purposes.

- 6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given INSPECTOR written notice of all conflicts, error or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by INSPECTOR is acceptable to CONTRACTOR.
- 6.6 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which compromise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Contract Agreement.
- 7.2 The OWNER's Request For Bids: Bid No. **RC-704-B-25** (Not attached but incorporated herein by reference thereto.) The Request For Bids includes all documents that were part of the advertisement of the Project, including but not limited to Instructions to Bidders, General Provisions, and General Conditions in the bid documents.
- 7.3 Contractor's Response to Bid No. **RC-704-B-25** including its Performance Bond. (Not attached but incorporated herein by reference thereto.)
- 7.4 Technical Specifications, Special Provisions and Addendums provided in the bid documents that is part of the Request for Bids. (Not attached but incorporated herein by reference thereto.)
- 7.5 The following, which may be delivered or issued after the effective date of the Agreement and not attached hereto:
 - a) Notice to Proceed
 - b) Performance Bond
 - c) Payment Bond
 - d) Fully executed Written Amendments
 - e) Fully executed Work Change Directive(s)
 - f) Fully executed Change Order(s)

- 7.6 Additionally, if not included in the Request for Bids, the OWNER's General Conditions that are the standard terms and conditions for doing business with Richland County and found at <http://www.richlandonline.com/Government/Departments/BusinessOperations/Procurement.aspx> ("OWNER's Standard General Conditions") are part of the Contract Documents.
- 7.7 Order of Precedence. This Agreement, including the Exhibits listed above, are collectively called in this Agreement "the Contract Documents," and form the entire Agreement between the parties, superseding all prior negotiations, representations, or agreements, whether written or oral. The Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of the Agreement, any other Contract Document and any Exhibit irreconcilably conflicts with a provision of the Agreement, the following rules of interpretation shall control:
- 7.7.1 As between this primary Agreement document and any of the other Contract Documents (including the Request For Bids and the contract terms and conditions included therein), this Agreement shall govern.
- 7.8 Degree of Application: CONTRACTOR. Should there be a conflict between any provision of any Contract Document that is not determined by the Order of Precedence section herein, the CONTRACTOR will be assumed to have agreed to the more onerous obligation or duty between or among the conflicting terms.

Article 8. MISCELLANEOUS.

- 8.1 Terms used in this Agreement will have the meanings indicated in the Request For Bid documents, including the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specially stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.5 If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period after receipt of written notice from the OWNER to commence and continue correction of such default or neglect with diligence and promptness,

the OWNER may, without prejudice to other remedies the OWNER may have, correct such deficiencies and deduct from payments then or thereafter due the CONTRACTOR the reasonable cost of correcting such deficiencies, including OWNER'S expenses and compensation for additional engineering services made necessary by such default, neglect or failure. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the OWNER. Should the CONTRACTOR default under its obligations in the performance of this Agreement and is terminated by the OWNER prior to Substantial Completion of the Work, the CONTRACTOR shall be liable to the OWNER for all actual, consequential and incidental damages as a consequence of CONTRACTOR'S default, including but not limited to, the additional cost to complete the Work under the approved schedule at the time of the CONTRACTOR'S default and any liquidated damages that may result from any resulting delay of the date of Substantial Completion.

- 8.6 The CONTRACTOR warrants to the OWNER and INSPECTOR that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The CONTRACTOR further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit.
- 8.7 If the CONTRACTOR encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in the character of the Work to be provided in the Contract Documents, the CONTRACTOR shall promptly provide notice of a Claim to the OWNER and the INSPECTOR before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If the INSPECTOR determines that conditions differ materially and cause an increase or decrease in the CONTRACTOR'S cost of, or time required for, performance of any part of the Work, the INSPECTOR will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the INSPECTOR determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the INSPECTOR shall promptly notify the OWNER and CONTRACTOR in writing, stating the reasons. The failure of the CONTRACTOR to provide written notice of the nature of the Claim within the ten (10) days, and that the Claim may result in a delay or additional cost to the OWNER, is an absolute waiver of the CONTRACTOR's right to any additional contract time or compensation because of such site conditions. This waiver applies notwithstanding the OWNER's actual knowledge and notice of the site conditions and/or CONTRACTOR's Claim associated with such site conditions.
- 8.8 The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- 8.9 Non-Appropriation: Any contract entered into by the OWNER resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

- 8.10 Indemnification: The contractor shall indemnify and hold harmless the OWNER, its officials, employees, temporary and leased workers and volunteers from and against any and all damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligent performance of the Work defined herein, but only to the extent caused or contributed to by the negligent acts or omissions of contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder..
- 8.11 Governing Law: This Agreement is to be construed in accordance with the laws of the State of South Carolina.

ARTICLE 9. INSURANCE.

Minimum Insurance Requirements: CONTRACTOR shall procure, and maintain for the duration of the contract, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or sub-contractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to OWNER) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** – Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the OWNER, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the OWNER has received a waiver of subrogation from the insurer.
4. **Contacto'r's Professional Liability** - (Also known as Errors & Omission Coverage) Insurance coverage with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the OWNER requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the OWNER.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** OWNER, its directors, officers, employees, and authorized volunteers are to be given insured status per ISO Forms CG 20 10 04 19 (ongoing operations) and CG 20 37 12 19 (complete operations), with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the OWNER, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the OWNER its directors, officers, employees and authorized volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the OWNER.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the OWNER. The OWNER may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or OWNER. .

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by OWNER.

Verification of Coverage – CONTRACTOR shall furnish the OWNER with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the OWNER before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The OWNER reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Sub-contractors - CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that OWNER, its directors,

officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

Article 10. OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate, under seal. One counterpart each has been delivered to OWNER, CONTRACTOR and INSPECTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____.

OWNER:

RICHLAND COUNTY

By: _____

Its: County Administrator

CONTRACTOR:

EMR SERVICES INC.

By: _____

Its: _____

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

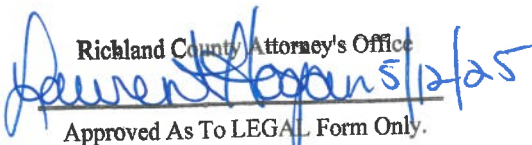
(INSPECTOR)

Designated Representative:

Designated Representative:

And
Richland County (OWNER)
Office of Procurement & Contracting
2020 Hampton Street, Suite 3064
Columbia, SC 29204

EMR Services Inc.
524 Turner Street
Thomasville, NC 27360


Richland County Attorney's Office
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Richland County Council Request for Action

Subject:

Operational Services - Award of Contract - Guardian Fuel

Notes:

June 24, 2025 – The Administration and Finance Committee recommends approval of a contract in the amount of \$247,452.30 with Guardian Fueling Technologies to provide fuel tank replacement services and fuel management system upgrades at fire stations 22, 17, and 14.

**RICHLAND COUNTY
ADMINISTRATION**

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

**Agenda Briefing**

Prepared by:	Eric Williams	Title:	Director
Department:	Operational Services	Division:	Facilities and Grounds
Date Prepared:	June 2, 2025	Meeting Date:	June 24, 2025
Legal Review	Patrick Wright via email	Date:	June 5, 2025
Budget Review	Brittany Hammond via email	Date:	June 6, 2025
Finance Review	Stacey Hamm via email	Date:	June 5, 2025
Approved for consideration:		Assistant County Administrator	Lori J. Thomas, MBA, CGFO
Meeting/Committee	Administration & Finance		
Subject	Fire Station Fuel Tank Replacement		

RECOMMENDED/REQUESTED ACTION:

Staff recommends Council approval of a contract in the amount of \$247,452.30 with Guardian Fueling Technologies to provide fuel tank replacement services and fuel management system upgrades at fire stations 22, 17, and 14.

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:

Funds were allocated and approved by County Council through the budget process. The cost associated with the request is \$247,452.30.

Applicable fund, cost center, and spend category:

Fund: 1100

Cost Center: 3170

Spend Category: Building Improvements

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

This purchase will utilize the Sourcwell Cooperative Agreement. Sourcwell is a cooperative purchasing organization which establishes competitively awarded contracts made available to all public entities. By participating in cooperative agreements, the County can accomplish cost savings via economies of scale and reduce the administrative costs of conducting the solicitation process.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

- EPA – Spill Prevention, Control, and Countermeasure (SPCC) Rule
- NFPA 30 – Flammable and Combustible Liquids Code
- OSHA – 29 CFR 1910.106 (Flammable Liquids)
- Clean Water Act (CWA) & Resource Conservation and Recovery Act (RCRA)
- South Carolina Fire Code or South Carolina Fire Marshal

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Staff seeks approval to enter into a contract with Guardian Fueling Technologies to replace deteriorating fuel tanks at Fire Stations 22 and 17 and to permanently remove the fuel tank at Station 14. The existing tanks at these locations exhibit significant corrosion and utilize outdated fueling systems that hinder the accurate tracking and management of fuel consumption. The degradation of the tanks poses a risk of fuel leaks, which may result in soil and groundwater contamination, if not promptly addressed.

The scope of work includes:

- Provide and install temporary fuel tanks during the transition period;
- Safely dispose of any remaining fuel;
- Remove the outdated, corroded tanks;
- Install new, up-to-code fuel tanks;
- Install FuelMaster software—the same system currently used at other Richland County fueling locations and serviced by Guardian Fueling Technologies—for improved monitoring and control.

The FuelMaster system will enhance operational efficiency by enabling real-time tracking of fuel usage, preventing unauthorized access, and improving accountability. Guardian Fueling Technologies is an authorized distributor and installer of FuelMaster software and is the current service provider for Richland County fuel sites.

Due to the urgent condition of the existing infrastructure, timely approval of this contract is critical to prevent potential environmental and operational risks.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Establish Operational Excellence

Objective: Modernize employee technology

Objective: Address current and future resource needs

SUMMATIVE OVERALL COUNTY IMPACT:

- Ensures Emergency Readiness: Reliable fuel tanks guarantee that fire apparatus is always fueled and ready to respond without delay.
- Prevents Environmental Hazards: Replacing aging tanks reduces the risk of leaks, protecting soil and groundwater near critical public safety infrastructure.
- Improves Safety Compliance: Up-to-date systems help maintain compliance with EPA and fire code regulations, avoiding costly violations or shutdowns.
- Enhances Fuel Management: Modern software provides real-time tracking, inventory control, and usage reports, improving accountability and efficiency.
- Reduces Maintenance Downtime: Newer, properly functioning tanks and systems lower the risk of equipment failures that could delay emergency response.

ATTACHMENTS:

1. Proposals from Guardian Fueling Technologies for Fire Stations 22, 17, and 14.



To: **Richland County Fleet**
400 Powell Road
Columbia, SC 29203
803-331-7705
danley.tracy@richlandcountysc.gov
 ATTN: **TJ Danley**

Jacksonville, FL
Tampa, FL
Ft. Myers, FL
Ft. Lauderdale, FL
Pensacola, FL
Orlando, FL
Tallahassee, FL
Birmingham, AL
Lafayette, LA

Savannah, GA
Atlanta, GA
Columbia, SC
Greensboro, NC
Raleigh, NC
Charlotte, NC
Knoxville, TN
Nashville, TN
Richmond, VA

CORPORATE OFFICE: 800-733-2945

guardianfueltech.com / getguardianconnect.com

Guardian Fueling Technologies provides layouts, installation, and service on all Liquid Handling Projects.

We are pleased to offer the following for your consideration

Site	Lower Richland FS #22	Quote #	SJ - 135 - 10868	PROJ	Sales Person
Address	2612 Lower Richland Blvd	Job Name	Fuel System Upgrades		<i>Susan MH Jenio</i>
	Columbia, SC 29061		SOURCEWELL CONTRACT	Date:	<i>704-779-2674</i>
			NUMBER 092920-SYS		<i>4/25/2025</i>

****UNLESS NOTED BELOW, THIS PROPOSAL IS VALID FOR 30 DAYS FROM THE DATE ABOVE****

Due to severe volatility in building material pricing due to raw material shortages, surcharges, and supply chain interruptions, adjustments to pricing and/or product substitution can occur at the time of job commencement.

General description of work to be performed:

Dismantle, remove and properly dispose of customers (2) existing 500 gallon Aboveground Storage Tanks (ASTs)
 Form and pour 14' x 20' concrete tank pad and 20' x 20' concrete drive pad
 Reinstall concrete curb
 Furnish and install (2) new 500 gallon ASTs on concrete pad (1 for gasoline, 1 for diesel)
 Complete turnkey installation with pumps, fueling hardware, high hose retrievers, tank monitor, fuel management system and emergency stop button

TANK EQUIPMENT

2 Aboveground Storage Tank, U.L. 2085 Labeled, specifications as follows:

Capacity: **500 gallons** Diameter: **4'-6"** Tank Length: **6'-0"**
 Openings: **Standard** Products: **Diesel / Gasoline**
 Construction: **FIREGUARD**
 Special Conditions:
 Grounding and Lifting Lugs
 (2) Coats White Epoxy Finish Paint
 Factory seal welded saddles
 (2) 4" Emergency vents
 Step to access tank top fill
 30-Year Warranty

PUMP EQUIPMENT

2	FILL RITE	Fuel Transfer Pump	NX25-120NB-PX
		With Pulse Meter	
		120v AC	
		25GPM	

AST VALVES AND FITTINGS

2	Morrison	Drop Tube 2" Dia x 6' Length	419-***
2	Morrison	Clock Gauge Face Label (Gallons)	918GH---***
2	Morrison	Clock Gauge with battery operated Overfill Alarm (droptube float)	918C-0400 AG
2	OPW	AST SPILL CONTAINER 3.5 GALLON 2.0" NPT WHITE	6221-ASTW32
2	OPW	Coupler, Kamlock 2"x2" Alum	633B-0150
2	OPW	2" Dust Cap for 61FSTOP-2000	634B-0150
2	OPW	61FSTOP-2000 4" TANK OPENING/2" FILL PORT	61FSTOP-2000
2	OPW	2" x 6' Aluminum Drop Tube	61FT-0206
1	OPW	2" atmospheric vent cap	23-0033
1	OPW	2" pressure/vac vent cap	623V-2203
2	Krueger	2" Interstitial Leak Detection Gauge (43"-76")	K-2-***

TANK MONITORING EQUIPMENT			
2	CENTERON	Cellular Remote Tank Monitor (GAS and DIESEL)	R0960-VM-IS
1	CENTERON	Data Call Block	DCB250
ISLAND EQUIPMENT			
12	MORGAN	6" Pipe Bollards (Bolt-Down)	BOLT-DOWN BOLLARD
12	POST GUARD	6" Bollard Protectors	CL1386FF
DISPENSING ACCESSORIES			
1	OPW	E10 Unleaded Nozzle, Pressure sens. w/ hold clip- Black	11BP-0400
1	OPW	3/4" Hose Swivel	241TPS-0241
1	OPW	3/4" - Reconnectable Breakaway	68EZR-7575
1	Flexhose	3/4" x 9" breakaway whip hose	FLX HW100008
1	Flexhose	3/4" x 12' curb hose	FLX HW201200
1	OPW	Diesel - 1" Nozzle, Pressure Sensitive - Green	7HB-0100
1	OPW	1" Hose Swivel	241TPS-1000
1	OPW	1" - Reconnectable Breakaway	66REC-1000
1	Flexhose	1" x 20' curb hose	FLX HW302000
1	Flexhose	1" x 9" whip hose	FLX HW300009
2	UNIVERSAL	Heavy duty high hose retriever	871-HB100
1	CIMTEK	3/4" in/out cast-iron filter adapter	
1	CIMTEK	1" in/out cast-iron filter adapter	
2	CIMTEK	10 Micron Particle Only Filter	
FUEL MANAGEMENT SYSTEMS			
1	FUELMASTER	PROKEE® MASTER UNIT	FMU 2500PLUS
1	FUELMASTER	DELIBERANT Install Kit (Directional FMU and Building)	941H0219
MISCELLANEOUS			
1	MISC	Fire Extinguisher and Cabinet (Purple-K)	
2	MISC	Decal Package	
1	MISC	Emergency stop button	
1	MISC	Emergency Stop Sign	
TEMPORARY ABOVEGROUND FUEL STORAGE TANKS AND FUEL (BILLED SEPARATELY)			
	CFL	Delivery & Pick Up	
		Initial delivery to first location, pick/delivery to second and third location, final pick up when project is completed.	
		Pump Out	
		Tanks need to be empty before transport. Remaining fuel will be credited back to customer, less the pump out charge	
		Fuel Cost	
		Cost of fuel is fair market rate at time of delivery	
		* No fuel costs are included in this pricing. Actual quantities and applicable market rates will be added to final billing.	
		Tank Rental	
		(2) 500 gallon aboveground fuel storage tanks for Gasoline and Diesel	
		*Based on 3-month project duration. If completed sooner, applicable rental will be deducted from final billing.	
Estimated FREIGHT			
1		In-bound freight on Aboveground Storage Tanks - INCLUDED	
1		Other Estimated Freight (excludes Tanks)	

PRIOR TO OUR ARRIVAL ONSITE:

Guardian to obtain necessary locates and permits, if required, for all work performed by Guardian
Tanks to be Empty (to within 6" of bottom of ASTs) prior to Guardian arrival on Site.
Others to provide and install network switch for FMU communication
Customer to complete Centeron dashboard set up
Guardian to provide (2) temporary fuel storage tanks and fuel for customer use during demo and construction

SCOPE OF WORK to be performed by Guardian Fueling Technologies:

Dismantle, transport and properly dispose of existing tanks.
This process includes inerting tank(s) and degassing in accordance with all Federal, State and Local Requirements.

Provide Certificate of Disposal for Tanks Removed by Guardian.

Sawcut, breakout and remove existing asphalt and curbing as needed for new tank pad and drive pad installation

Lightly grade area to prepare for new concrete tank pad

Pour Concrete to the following spec:

Length: 14'	Width: 20'	Thickness: 8"	TANK PAD
Length: 20'	Width: 20'	Thickness: 8"	DRIVE PAD

NOTE: TRUCKS WEIGH 73,000 LBS

Steel Reinforcing Provided in Concrete with:

Single Mat #5 Rebar
12" on Center, Spaced Each Way

Install Pipe Bollards as listed below at the aboveground tank(s)

12 6" Bolt-Down Bollards with "Maintenance Free" bollard cover (installed on three sides of tank pad)

Off-load and test (2) ASTs per Federal/State/Local Requirements

Anchor AST to Concrete Pad

Provide Grounding for AST

Install (2) 2" Top Fill with Spill Container, Overfill Prevention Valve and Accessories

Install Clock Guage on Tank Visible from the Fill Connection

Install Atmospheric Vent Riser on diesel tank and Pressure Vac Vent on gasoline tank with Proper Sized Caps

Provide Post-Mount for Tank Alarms

Install the Following Equipment:

1	Fuel Management System (FuelMaster)
2	Tank Monitor System (Centeron)
2	Pumps (Fill-Rite)
1	Emergency Stop Button
2	High Hose Retrievers
x	Signs and Decals

Install Electrical Conduit as Follows:

2	Transfer Pumps
1	Fuel Management System
1	Emergency Stop Button

Clean up the job site of debris created by Guardian

Calibrate dispenser meters. Change Filters

Test all equipment supplied by Guardian for proper operation. Does not include repairs to owner furnished equipment

Instruct customer's personnel in the proper operation of the equipment supplied by Guardian.

GENERAL CONDITIONS

The quoted price is based on tank(s) being pumped down to 6" of product remaining in tank.

Removal and disposal of additional tank contents will be billed in addition to base bid amount.

Permits as required by local AHJ will be obtained by Guardian. A permit allowance of \$1,000 is included in this proposal. Costs incurred in excess of the permit allowance will be charged to the customer. Planning department approval, use permits, variances, or zoning changes are the responsibility of the customer.

Guardian is not responsible for repairs to existing equipment or electrical components.

Temporary fuel storage tanks and fuel consumed will be billed separately. Cost is not included in the total below.

OUR INSTALLATION PRICE IS CONTINGENT ON THE FOLLOWING:

Due to severe volatility in building material pricing due to raw material shortages, surcharges, and supply chain interruptions, adjustments to pricing and/or product substitution can occur at the time of job commencement.

The installation price quoted does not include disposal of contaminated soil.

Ability to use existing site wiring and wiring runs

Existing conduit is to be clear, usable and meeting the current electrical codes. Any repairs

or replacement of the existing conduit will be performed on a "time and material" basis at our normal rates and will be an additional cost to the customer.

Existing circuit panel is to be adequately sized, and meeting the current electrical codes. Any repairs to or replacement of the existing conduit will be performed on a "time and material" basis at our normal rates and will be an added cost to the customer.

Existing wiring is to be usable, and meeting the current electrical codes. Any repairs or replacement of the existing wiring will be performed on a "time and materials" basis at our normal rates and will be an additional charge to the customer.

Asphalt paving which is to be removed being no more than 4" thick

Concrete which is to be removed being no more than 6" thick

INSTALLATION PRICE DOES NOT INCLUDE:

Network switch for FMU communication
 Electrical panels
 Asphalt work
 Handling of any product or material classified as hazardous
 Geotechnical or environmental
 Fuel for the new system
 Engineered-stamped drawings for permits
 Stockpiling, transporting, or disposal of contaminated soils
 Cost for temporary fuel storage tanks and fuel consumed during demo and construction
 Any and all labor or equipment not specifically outlined within this proposal

THE TOTAL PRICE IS AS FOLLOWS:

NOTE: TOTAL PRICE INCLUDES ESTIMATED SALES / USE TAX

EQUIPMENT -		\$ 48,876.71
INSTALLATION -		\$ 87,623.75
ESTIMATED SALES TAX - SC	8.00%	\$ 4,847.62
TOTAL PRICE		\$ 141,348.08

OPTIONS:

Substitute Flameshield Tanks for Fireguard Tanks

*If Authority Having Jurisdiction approves installation of UL-142 Flameshield tanks instead of UL-2085 Fireguard tanks
 Deduct: \$5,300 per tank*

-\$5,300.00 per tank

OPTION

Declined

SERVICE / PROJECT PAYMENT TERMS:

Customer Initials Required:

Guardian has the right to refuse delivery and/or installation for past due account balance.
 Projects are invoiced upon substantial completion of outlined scope of work and payments are **due thirty (30) days from invoice date**.
 Project payments received later than **thirty (30) days** from invoice date may result in an additional interest charge on your account.
 The deposit and credit approval are required prior to equipment ordering and scheduling. Late payments may result in a site lien.
 A 25% restocking fee will apply to cancelled orders. Any deposit balance will apply toward the 25% restocking fee.
 Purchaser shall pay for expense of Seller in enforcement of remedies including reasonable attorney's fees and other legal expenses.
 All overdue payments, placed with collection agencies or attorneys, shall bear interest at 1 (1/2)% per month from invoice date until paid in full.

NOTE:

All dispenser & POS equipment is invoiced at date of shipment from manufacturer and terms are net seven (7) days.

We appreciate the opportunity of offering this proposal and trust we may be favored with your most valued business.



ACCEPTANCE:

This proposal, when accepted by the purchaser, and executed by final approval of Sellers Official Officer, will constitute a bonafide contract between us, subject to all terms and conditions within .
It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal. The person signing below certifies the legal authority to bind the company into this contract.

GFT Salesmar Susan MH Jenio
 Signature: _____
 Phone number: 704-779-2674

GUARDIAN FUELING TECHNOLOGIES ACCEPTANCE

Richland County Fleet

 Company Name

 Signature of Officer

Signature Date
 (I AGREE TO PAY TERMS ABOVE)

 Title

 Title

 Date



To: **Richland County Fleet**
400 Powell Road
Columbia, SC 29203
803-331-7705
danley.tracy@richlandcountysc.gov
 ATTN: **TJ Danley**

Jacksonville, FL
Tampa, FL
Ft. Myers, FL
Ft. Lauderdale, FL
Pensacola, FL
Orlando, FL
Tallahassee, FL
Birmingham, AL
Lafayette, LA

Savannah, GA
Atlanta, GA
Columbia, SC
Greensboro, NC
Raleigh, NC
Charlotte, NC
Knoxville, TN
Nashville, TN
Richmond, VA

CORPORATE OFFICE: 800-733-2945

guardianfueltech.com / getguardianconnect.com

Guardian Fueling Technologies provides layouts, installation, and service on all Liquid Handling Projects.

We are pleased to offer the following for your consideration

Site	Upper Richland FS #17	Quote #	SJ - 135 - 10870	PROJ	Sales Person
Address	300 Camp Ground Rd	Job Name	Fuel System Upgrades		<i>Susan MH Jenio</i>
	Columbia, SC 29203		SOURCEWELL CONTRACT	Date:	<i>704-779-2674</i>
			NUMBER 092920-SYS		<i>4/25/2025</i>

****UNLESS NOTED BELOW, THIS PROPOSAL IS VALID FOR 30 DAYS FROM THE DATE ABOVE****

Due to severe volatility in building material pricing due to raw material shortages, surcharges, and supply chain interruptions, adjustments to pricing and/or product substitution can occur at the time of job commencement.

General description of work to be performed:

Dismantle, remove and properly dispose of customers (1) existing 500 gallon and (1) existing 2,000 gallon Aboveground Storage Tanks (ASTs)
 Form and pour (1) 3'x3' concrete pad for FuelMaster pedestal
 Furnish and install (2) new 500 gallon ASTs inside existing tank containment area (1 for gasoline, 1 for diesel)
 Complete turnkey installation with pumps, fueling hardware, high hose retrievers, tank monitor, fuel management system and emergency stop button

TANK EQUIPMENT

2 Aboveground Storage Tank, U.L. 2085 Labeled, specifications as follows:

Capacity: **500 gallons** Diameter: **4'-6"** Tank Length: **6'-0"**
 Openings: **Standard** Products: **Diesel / Gasoline**
 Construction: **FIREGUARD**
 Special Conditions:
 Grounding and Lifting Lugs
 (2) Coats White Epoxy Finish Paint
 Factory seal welded saddles
 (2) 4" Emergency vents
 Step to access tank top fill
 30-Year Warranty

PUMP EQUIPMENT

2	FILL RITE	Fuel Transfer Pump	NX25-120NB-PX
		With Pulse Meter	
		120v AC	
		25GPM	

AST VALVES AND FITTINGS

2	Morrison	Drop Tube 2" Dia x 6' Length	419-***
2	Morrison	Clock Gauge Face Label (Gallons)	918GH---***
2	Morrison	Clock Gauge with battery operated Overfill Alarm (droptube float)	918C-0400 AG
2	OPW	AST SPILL CONTAINER 3.5 GALLON 2.0" NPT WHITE	6221-ASTW32
2	OPW	Coupler, Kamlock 2"x2" Alum	633B-0150
2	OPW	2" Dust Cap for 61FSTOP-2000	634B-0150
2	OPW	61FSTOP-2000 4" TANK OPENING/2" FILL PORT	61FSTOP-2000
2	OPW	2" x 6' Aluminum Drop Tube	61FT-0206
1	OPW	2" atmospheric vent cap	23-0033
1	OPW	2" pressure/vac vent cap	623V-2203
2	Krueger	2" Interstitial Leak Detection Gauge (43"-76")	K-2-***

TANK MONITORING EQUIPMENT			
2	CENTERON	Cellular Remote Tank Monitor (GAS and DIESEL)	R0960-VM-IS
1	CENTERON	Data Call Block	DCB250
DISPENSING ACCESSORIES			
1	OPW	E10 Unleaded Nozzle, Pressure sens. w/ hold clip- Black	11BP-0400
1	OPW	3/4" Hose Swivel	241TPS-0241
1	OPW	3/4" - Reconnectable Breakaway	68EZR-7575
1	Flexhose	3/4" x 9" breakaway whip hose	FLX HW100008
1	Flexhose	3/4" x 12' curb hose	FLX HW201200
1	OPW	Diesel - 1" Nozzle, Pressure Sensitive - Green	7HB-0100
1	OPW	1" Hose Swivel	241TPS-1000
1	OPW	1" - Reconnectable Breakaway	66REC-1000
1	Flexhose	1" x 20' curb hose	FLX HW302000
1	Flexhose	1" x 9" whip hose	FLX HW300009
2	UNIVERSAL	Heavy duty high hose retriever	871-HB100
1	CIMTEK	3/4" in/out cast-iron filter adapter	
1	CIMTEK	1" in/out cast-iron filter adapter	
2	CIMTEK	10 Micron Particle Only Filter	
FUEL MANAGEMENT SYSTEMS			
1	FUELMASTER	PROKEE® MASTER UNIT	FMU 2500PLUS
1	FUELMASTER	DELIBERANT Install Kit (Directional FMU and Building)	941H0219
MISCELLANEOUS			
1	MISC	Fire Extinguisher and Cabinet (Purple-K)	
2	MISC	Decal Package	
1	MISC	Emergency stop button	
1	MISC	Emergency Stop Sign	
TEMPORARY ABOVEGROUND FUEL STORAGE TANKS AND FUEL (BILLED SEPARATELY)			
	CFL	Delivery & Pick Up	
		Initial delivery to first location, pick/delivery to second and third location,	
		final pick up when project is completed.	
		Pump Out	
		Tanks need to be empty before transport. Remaining fuel will be credited back to customer,	
		less the pump out charge	
		Fuel Cost	
		Cost of fuel is fair market rate at time of delivery	
		* No fuel costs are included in this pricing. Actual quantities and applicable market	
		rates will be added to final billing.	
		Tank Rental	
		(2) 500 gallon aboveground fuel storage tanks for Gasoline and Diesel	
		*Based on 3-month project duration. If completed sooner, applicable rental will be	
		deducted from final billing.	
Estimated FREIGHT			
1		In-bound freight on Aboveground Storage Tanks - INCLUDED	
1		Other Estimated Freight (excludes Tanks)	

PRIOR TO OUR ARRIVAL ONSITE:

Guardian to obtain necessary locates and permits for all work performed by Guardian
Tanks to be Empty (to within 6" of bottom of ASTs) prior to Guardian arrival on Site.
Others to provide and install network switch for FMU communication
Customer to complete Centeron dashboard set up
Customers existing containment area to be clean, dry and free of debris
Guardian to provide (2) temporary fuel storage tanks and fuel for customer use during demo and construction

SCOPE OF WORK to be performed by Guardian Fueling Technologies:

Dismantle, transport and properly dispose of existing tanks.
This process includes inerting tank(s) and degassing in accordance with all Federal, State and Local Requirements.

Provide Certificate of Disposal for Tanks Removed by Guardian.

Off-load and test (2) ASTs per Federal/State/Local Requirements

Anchor AST inside existing Concrete Containment

Provide Grounding for AST

Install (2) 2" Top Fill with Spill Container, Overfill Prevention Valve and Accessories

Install Clock Gauge on Tank Visible from the Fill Connection

Install Atmospheric Vent Riser on diesel tank and Pressure Vac Vent on gasoline tank with Proper Sized Caps

Provide Post-Mount for Tank Alarms

Install the Following Equipment:

1	Fuel Management System (FuelMaster)
2	Tank Monitor System (Centeron)
2	Pumps (Fill-Rite)
1	Emergency Stop Button
2	High Hose Retrievers
x	Signs and Decals

Install Electrical Conduit as Follows:

2	Transfer Pumps
1	Fuel Management System
1	Emergency Stop Button

Clean up the job site of debris created by Guardian

Calibrate dispenser meters. Change Filters

Test all equipment supplied by Guardian for proper operation. Does not include repairs to owner furnished equipment

Instruct customer's personnel in the proper operation of the equipment supplied by Guardian.

GENERAL CONDITIONS

The quoted price is based on tank(s) being pumped down to 6" of product remaining in tank.

Removal and disposal of additional tank contents will be billed in addition to base bid amount.

Permits as required by local AHJ will be obtained by Guardian. A permit allowance is included in this proposal. Costs incurred in excess of the permit allowance will be charged to the customer. Planning department approval, use permits, variances, or zoning changes are the responsibility of the customer.

Guardian is not responsible for repairs to existing equipment or electrical components.

Temporary fuel storage tanks and fuel consumed will be billed separately. Cost is not included in the total below.

OUR INSTALLATION PRICE IS CONTINGENT ON THE FOLLOWING:

Due to severe volatility in building material pricing due to raw material shortages, surcharges, and supply chain interruptions, adjustments to pricing and/or product substitution can occur at the time of job commencement.

The installation price quoted does not include disposal of contaminated soil.

Ability to use existing site wiring and wiring runs

Existing conduit is to be clear, usable and meeting the current electrical codes. Any repairs or replacement of the existing conduit will be performed on a "time and material" basis at our normal rates and will be an additional cost to the customer.

Existing circuit panel is to be adequately sized, and meeting the current electrical codes. Any repairs to or replacement of the existing conduit will be performed on a "time and material" basis at our normal rates and will be an added cost to the customer.

Existing wiring is to be usable, and meeting the current electrical codes. Any repairs or replacement of the existing wiring will be performed on a "time and materials" basis at our normal rates and will be an additional charge to the customer.

Asphalt paving which is to be removed being no more than 4" thick

Concrete which is to be removed being no more than 6" thick

INSTALLATION PRICE DOES NOT INCLUDE:

Cleaning or removing debris or water from existing containment area
Furnishing or installing network switch for FMU communication
Asphalt work

Electrical panels
 Handling of any product or material classified as hazardous
 Geotechnical or environmental
 Fuel for the new system
 Engineered-stamped drawings for permits
 Stockpiling, transporting, or disposal of contaminated soils
 Cost for temporary fuel storage tanks and fuel consumed during demo and construction
 Any and all labor or equipment not specifically outlined within this proposal

THE TOTAL PRICE IS AS FOLLOWS:

NOTE: TOTAL PRICE INCLUDES ESTIMATED SALES / USE TAX

EQUIPMENT -		\$	43,974.64
INSTALLATION -		\$	50,516.20
ESTIMATED SALES TAX - SC	8.00%	\$	3,695.24
TOTAL PRICE			\$ 98,186.09

OPTIONS:

Substitute Flameshield Tanks for Fireguard Tanks

If Authority Having Jurisdiction approves installation of UL-142 Flameshield tanks instead of UL-2085 Fireguard tanks

Deduct: \$5,300 per tank

OPTION	per tank	Declined
- \$5,300.00		

SERVICE / PROJECT PAYMENT TERMS:

Customer Initials Required:

Guardian has the right to refuse delivery and/or installation for past due account balance.

*Projects are invoiced upon substantial completion of outlined scope of work and payments are **due thirty (30) days from invoice date**.*

*Project payments received later than **thirty (30) days** from invoice date may result in an additional interest charge on your account.*

The deposit and credit approval are required prior to equipment ordering and scheduling. Late payments may result in a site lien.

A 25% restocking fee will apply to cancelled orders. Any deposit balance will apply toward the 25% restocking fee.

Purchaser shall pay for expense of Seller in enforcement of remedies including reasonable attorney's fees and other legal expenses.

All overdue payments, placed with collection agencies or attorneys, shall bear interest at 1 (1/2)% per month from invoice date until paid in full.

NOTE:

All dispenser & POS equipment is invoiced at date of shipment from manufacturer and terms are net seven (7) days.

We appreciate the opportunity of offering this proposal and trust we may be favored with your most valued business.



ACCEPTANCE:

This proposal, when accepted by the purchaser, and executed by final approval of Sellers Official Officer, will constitute a bonafide contract between us, subject to all terms and conditions within.

It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal. The person signing below certifies the legal authority to bind the company into this contract.

GFT Salesmar Susan MH Jenio
 Signature: _____
 Phone number: 704-779-2674

GUARDIAN FUELING TECHNOLOGIES ACCEPTANCE

Richland County Fleet
 Company Name

Signature of Officer

Signature Date
 (I AGREE TO PAY TERMS ABOVE)

Title

Title

Date



To: **Richland County Fleet**
400 Powell Road
Columbia, SC 29203
803-331-7705
danley.tracy@richlandcountysc.gov
 ATTN: **TJ Danley**

Jacksonville, FL
Tampa, FL
Ft. Myers, FL
Ft. Lauderdale, FL
Pensacola, FL
Orlando, FL
Tallahassee, FL
Birmingham, AL
Lafayette, LA

Savannah, GA
Atlanta, GA
Columbia, SC
Greensboro, NC
Raleigh, NC
Charlotte, NC
Knoxville, TN
Nashville, TN
Richmond, VA

CORPORATE OFFICE: 800-733-2945

guardianfueltech.com / getguardianconnect.com

Guardian Fueling Technologies provides layouts, installation, and service on all Liquid Handling Projects.

We are pleased to offer the following for your consideration

Site	Dentsville - FS #14	Quote #	SJ - 120 - 22053	PROJ	Sales Person
Address	7214 Fire Lane Rd	Job Name	AST Fuel System Removal		<i>Susan MH Jenio</i>
	Columbia, SC 29223			Date:	<i>704-779-2674</i>
					<i>4/25/2025</i>

****UNLESS NOTED BELOW, THIS PROPOSAL IS VALID FOR 30 DAYS FROM THE DATE ABOVE****

Due to severe volatility in building material pricing due to raw material shortages, surcharges, and supply chain interruptions, adjustments to pricing and/or product substitution can occur at the time of job commencement.

General description of work to be performed:

Dismantle, remove and properly dispose of customers (1) existing 500 gallon Aboveground Storage Tank (AST) at rear of building

PRODUCT DISPOSAL RATES

	Disposal Rates (Will be billed, based on manifest, in addition to base quote)			
	Disposal of Non-Hazardous Liquids	Per Gallon	0.45	0.45
	Vacuum Truck Services (additional)	Standard Time	215.00	215.00
	15% Energy Recovery Fee			

SCOPE OF WORK to be performed by Guardian Fueling Technologies:

NOTE: Tank to be Empty (to within 6" of bottom of AST) prior to Guardian arrival on Site.

Dismantle, transport and properly dispose of existing tanks.

This process includes inerting tank and degassing in accordance with all Federal, State and Local Requirements.

Provide Certificate of Disposal for Tank Removed by Guardian.

GENERAL CONDITIONS

The quoted price is based on tank(s) being pumped down to 6" of product remaining in tank.

Removal and disposal of additional tank contents will be billed in addition to base bid amount.

Guardian is not responsible for repairs to existing equipment or electrical components.

OUR INSTALLATION PRICE IS CONTINGENT ON THE FOLLOWING:

Due to severe volatility in building material pricing due to raw material shortages, surcharges, and supply chain interruptions, adjustments to pricing and/or product substitution can occur at the time of job commencement.

Single crane mobilization

The installation price quoted does not include disposal of contaminated soil.

PRICE DOES NOT INCLUDE:

Disposal cost for remaining product
 Any removal or replacement of any concrete or asphalt
 Handling of any product or material classified as hazardous
 Geotechnical or environmental
 Stockpiling, transporting, or disposal of contaminated soils
 Any and all labor or equipment not specifically outlined within this proposal

THE TOTAL PRICE IS AS FOLLOWS:

NOTE: TOTAL PRICE INCLUDES ESTIMATED SALES / USE TAX

EQUIPMENT -		\$	215.45
INSTALLATION -		\$	7,660.34
ESTIMATED SALES TAX - SC	8.00%	\$	42.34
TOTAL PRICE		\$	7,918.13

SERVICE / PROJECT PAYMENT TERMS:

Customer Initials Required: _____

Guardian has the right to refuse delivery and/or installation for past due account balance.
 Projects are invoiced upon substantial completion of outlined scope of work and payments are **due thirty (30) days from invoice date**.
 Project payments received later than **thirty (30) days** from invoice date may result in an additional interest charge on your account.
 The deposit and credit approval are required prior to equipment ordering and scheduling. Late payments may result in a site lien.
 A 25% restocking fee will apply to cancelled orders. Any deposit balance will apply toward the 25% restocking fee.
 Purchaser shall pay for expense of Seller in enforcement of remedies including reasonable attorney's fees and other legal expenses.
 All overdue payments, placed with collection agencies or attorneys, shall bear interest at 1 (1/2)% per month from invoice date until paid in full.

NOTE:

All dispenser & POS equipment is invoiced at date of shipment from manufacturer and terms are net seven (7) days.

We appreciate the opportunity of offering this proposal and trust we may be favored with your most valued business.



ACCEPTANCE:

This proposal, when accepted by the purchaser, and executed by final approval of Sellers Official Officer, will constitute a bonafide contract between us, subject to all terms and conditions within.
It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal. The person signing below certifies the legal authority to bind the company into this contract.

GFT Salesman: Susan MH Jenio

Signature: _____

Phone number: 704-779-2674

GUARDIAN FUELING TECHNOLOGIES ACCEPTANCE

Richland County Fleet

Company Name

Signature of Officer

Signature

(I AGREE TO PAY TERMS ABOVE)

Date

Title

Title

Date

Richland County Council Request for Action

Subject:

Operational Services - Award of Contract - Alvin S. Glen Facility Maintenance

Notes:

June 24, 2025 – The Administration and Finance Committee recommends approval to execute a contract with CGL Facility Management, LLC, in the amount of \$1,071,381.24, to implement a comprehensive maintenance program at the Alvin S. Glenn Detention Center.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Zach Kay	Title:	Assistant Director
Department:	Operational Services	Division:	
Date Prepared:	January 24, 2025	Meeting Date:	June 24, 2025
Legal Review	Patrick Wright via email	Date:	June 10, 2025
Budget Review	Brittany Hammond via email	Date:	June 12, 2025
Finance Review	Stacey Hamm via email	Date:	June 11, 2025
Approved for consideration:		Assistant County Administrator	Lori J. Thomas, MBA, CGFO
Meeting/Committee	Administration & Finance		
Subject	Alvin S. Glen Detention Center Facility Maintenance Contract		

RECOMMENDED/REQUESTED ACTION:

Staff recommends Council approval to execute a contract with CGL Facility Management, LLC, in the amount of \$1,071,381.24, to implement a comprehensive maintenance program at the Alvin S. Glenn Detention Center.

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:

The proposed contract amount is \$1,071,381.24. This facility maintenance contract is for FY26. Funding is not approved at this time.

Applicable fund, cost center, and spend category:
Fund: 1100
Cost Center: 2100
Spend Category: Building Maintenance

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

The Request for Proposals RC-687-P-25 was issued on October 30, 2024. The due date for submissions was December 12, 2024, and there were two submissions. CGL Facility Management, LLC was the highest ranked offeror.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

The contractor must comply with all Occupational Safety & Health Administration (OSHA), Detention Center, SC Labor, Licensing, and Regulation (SCLLR), and County regulations.

MOTION OF ORIGIN:

There is no associated Council motion of origin. **STRATEGIC & GENERATIVE DISCUSSION:**

Staff requests to enter into a contract with CGL Facility Management, LLC, to implement a comprehensive maintenance program at the Alvin S. Glenn Detention Center. Doing so is necessary to ensure ongoing maintenance support for a critical, 24/7 operational facility, especially given the challenges of hiring full-time maintenance personnel at a detention center. The proposal aims to address staffing shortages, ensure 24/7 response to critical maintenance issues, develop a comprehensive preventive maintenance plan to reduce equipment failures, and implement an asset management program to manage aging equipment and infrastructure.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Establish Operational Excellence

Initiative: Address current and future resource needs

Goal: Plan for Growth through Inclusive and Equitable Infrastructure

Initiative: Create excellent facilities

Richland County Council Request for Action

Subject:

Operational Services - Award of Contract - Sears Demolition and Roof

Notes:

June 24, 2025 – The Administration and Finance Committee recommends approval of the emergency roof replacement due to water damage from multiple roof leaks, asbestos removal, and inside building demolition of the existing Sears (County Facility).

**RICHLAND COUNTY
ADMINISTRATION**

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

**Agenda Briefing**

Prepared by:	Eric Williams	Title:	Director
Department:	Operational Services	Division:	
Date Prepared:	June 12, 2025	Meeting Date:	June 24, 2025
Legal Review	Patrick Wright via email	Date:	June 12, 2025
Budget Review	Brittany Hammond via email	Date:	June 13, 2025
Finance Review	Stacey Hamm via email	Date:	June 13, 2025
Approved for consideration:		Assistant County Administrator	Lori J. Thomas, MBA, CGFO
Meeting/Committee	Administration & Finance		
Subject	Emergency Roof replacement and inside demolition for (Sears) County Facility		

RECOMMENDED/REQUESTED ACTION:

Richland County Operational Services (OPS) recommends approval for the emergency roof replacement due to water damage from multiple roof leaks, asbestos removal, and inside building demolition of the existing Sears (County Facility).

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:

County staff received two proposals to complete the roof replacement and inside demolition. The first one is from Servpro for \$4,690,000.00 and the second is from MB Kahn for a cost of \$2,875,642.00.

Applicable fund, cost center, and spend category:

Fund: 1100

Cost Center: 3170

Spend Category: Construction

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

This recommendation is in accordance with Sec. 2-612. Purchase negotiations- due to unforeseen circumstances of such a serious and urgent nature which threatens health, safety, and the preservation of County property.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

The request and proposals are for the roof replacement and inside demolition of the existing Sears building owned and used by Richland County partially for Operational Services, Fleet Management, and Voters Registration. If the proposed roof replacement and inside demolition does not happen soon as possible, the facility will not be able to be occupied by County staff or used for County resources (storage/Fleet Management/Voters Registration) .

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Plan for Growth through Inclusive and Equitable Infrastructure

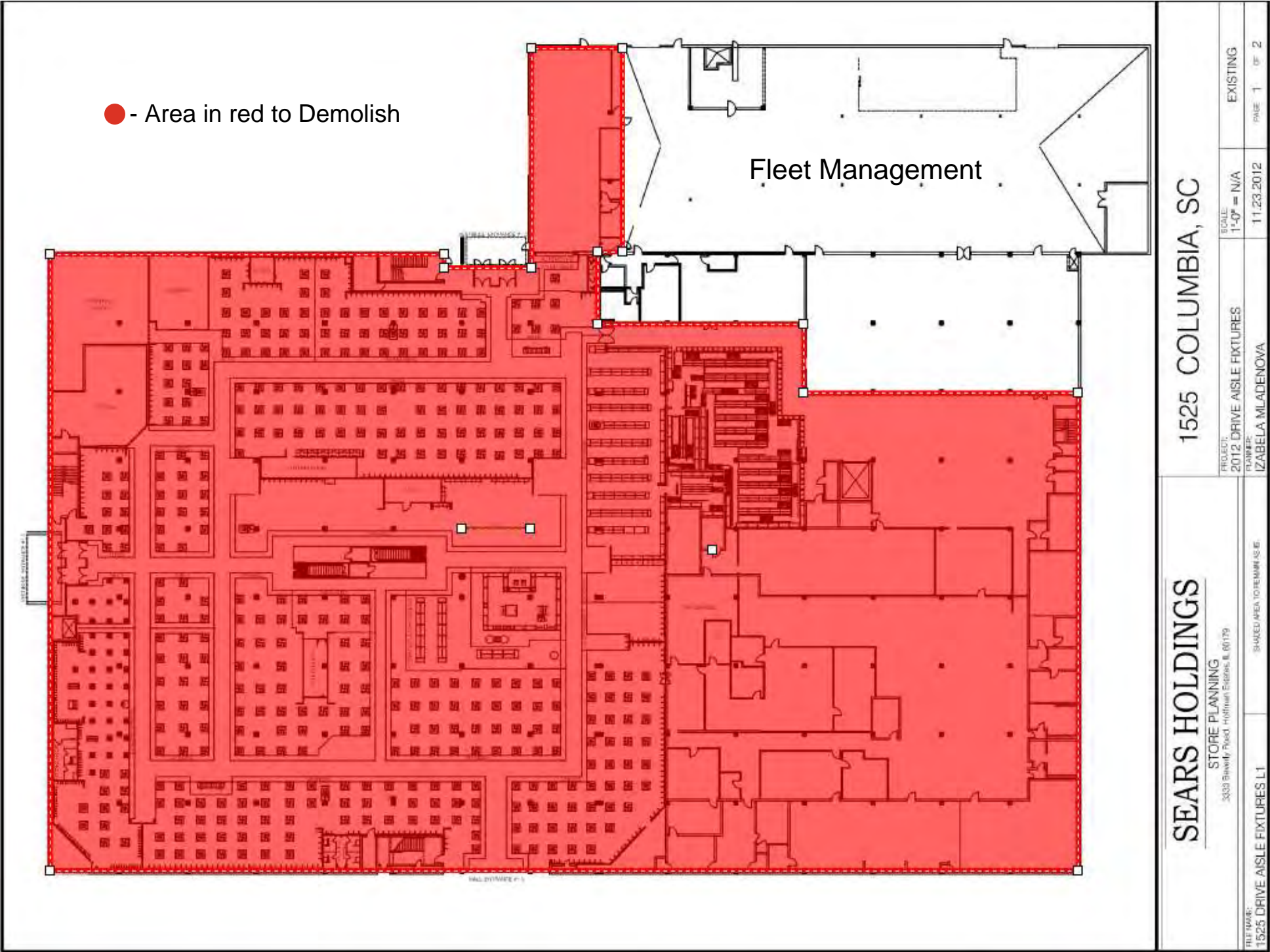
Objective: Create excellent facilities

SUMMATIVE OVERALL COUNTY IMPACT:

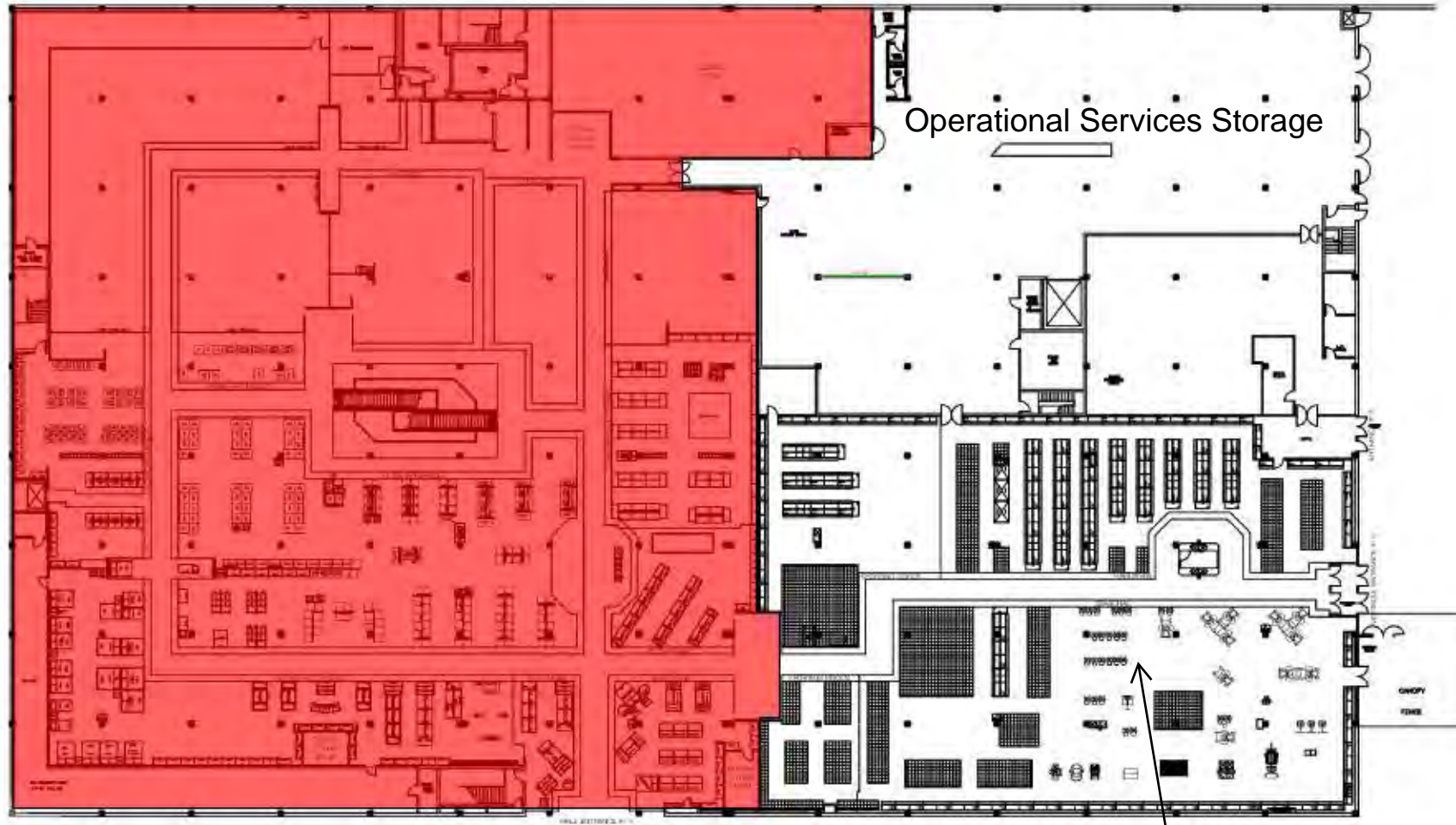
- The proposed construction will preserve County property.
- The proposed construction is urgent and exigent in nature.

ATTACHMENTS:

1. Sears Demolition Floor Plans
2. Servpro Sears Reroof & Demo Proposal
3. MB Kahn Sears Reroof & Demo GMP Proposal
4. Sears Building Damage Pictures



● - Area in Red to Demolish



SEARS HOLDINGS

STORE PLANNING
3030 Bayview Road - Hoffman Estates, IL 60179

1525 COLUMBIA, SC

PROJECT: 2012 DRIVE AISLE FIXTURES	SCALE: 1"=0' = N/A	EXISTING
PLANNER: IZABELA MLADENOVA	DATE: 11.23.2012	PAGE 2 OF 2
1525 DRIVE AISLE FIXTURES L2	SHOULD AREA TO REMAIN AS IS	



**Richland County Support Services
Columbia Mall**

Scope of Work
(Mold Remediation / Demolition / Roof Replacement)

*April 11th, 2025
Proposal Submitted by Phillip Nave*



Project Overview

This Proposal outlines the detailed scope of work for a comprehensive Mold Remediation project to include additional interior demolition and roof replacement. The project is located within the property identified as The Columbia Place Mall.

The project will be executed in three Phases. Phase 1 will include all Roof Related Scope. Phase 2 will include all Mold Remediation/Demolition Scope. Phase 3 will include the replacement of insulation and sheetrock of the exterior walls only. Each Phase will have multiple stages, with specific tasks required to complete each stage.

This project has been estimated assuming the client would prefer to avoid overtime charges. The suggested operating schedule will be Monday through Friday, starting at 8:00 AM and concluding at 5:00 PM. Servpro will provide all labor, material, and equipment for the duration of this project. Each stage has been assigned a team and estimated timeframe for completion. The project is expected to last 25 weeks.



Team Cox
Columbia



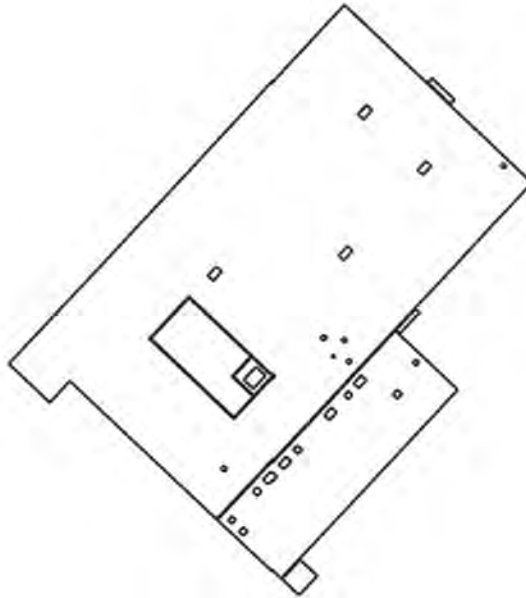
Exterior Staging and
Debris Disposal Zone

112 North Shorecrest Road Columbia, SC 29209
803.419.0470



Team Cox
Columbia

N



Contents

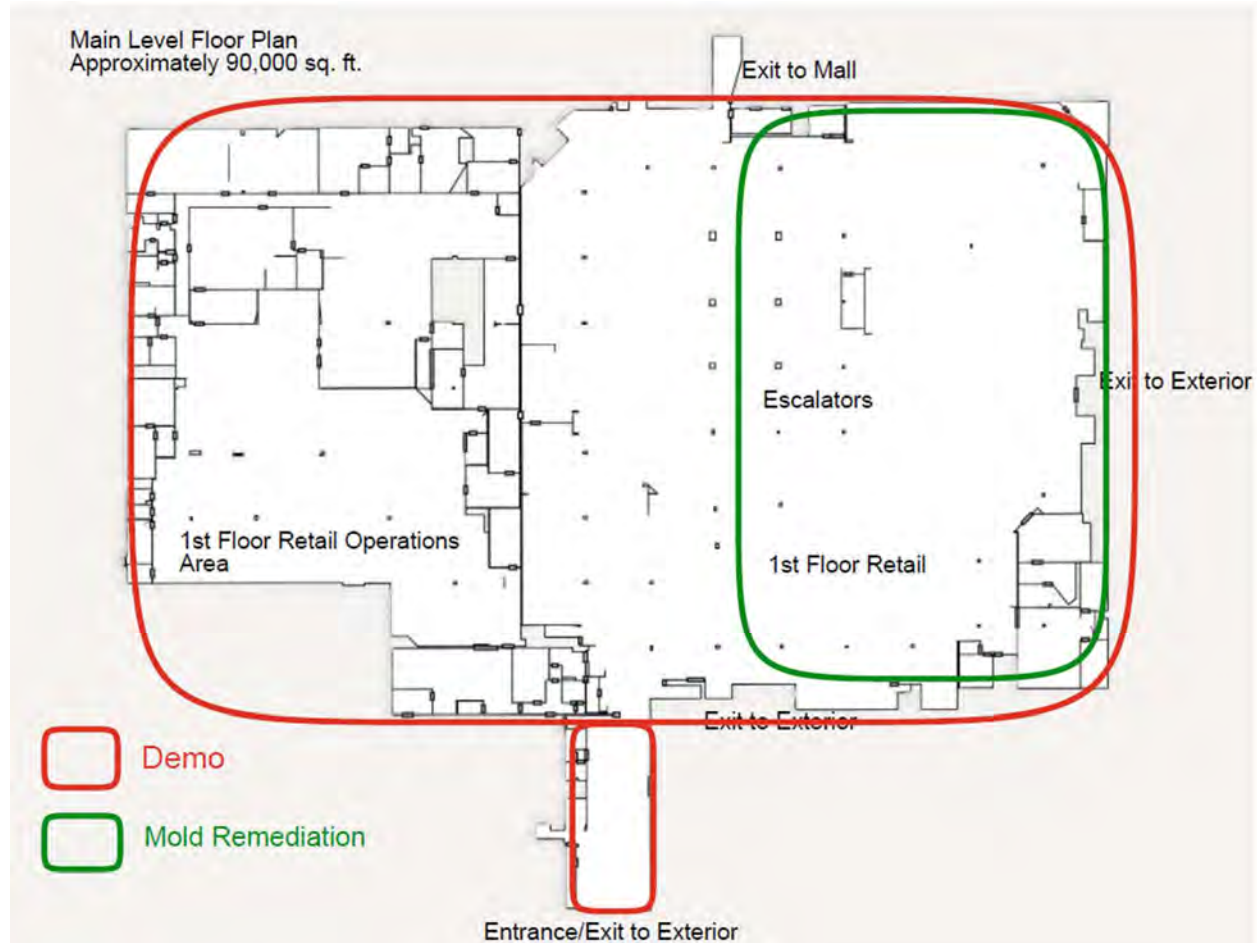
Overview	1
Top View	2
Side Views	3
Lengths	4
Pitches	5
Areas	6
Summary	7
Materials	8

Measurements

Roof Area	114,413 sq ft
Roof Facets	7
Predominant Pitch	0 / 12
Eaves	69 ft



Team Cox
Columbia



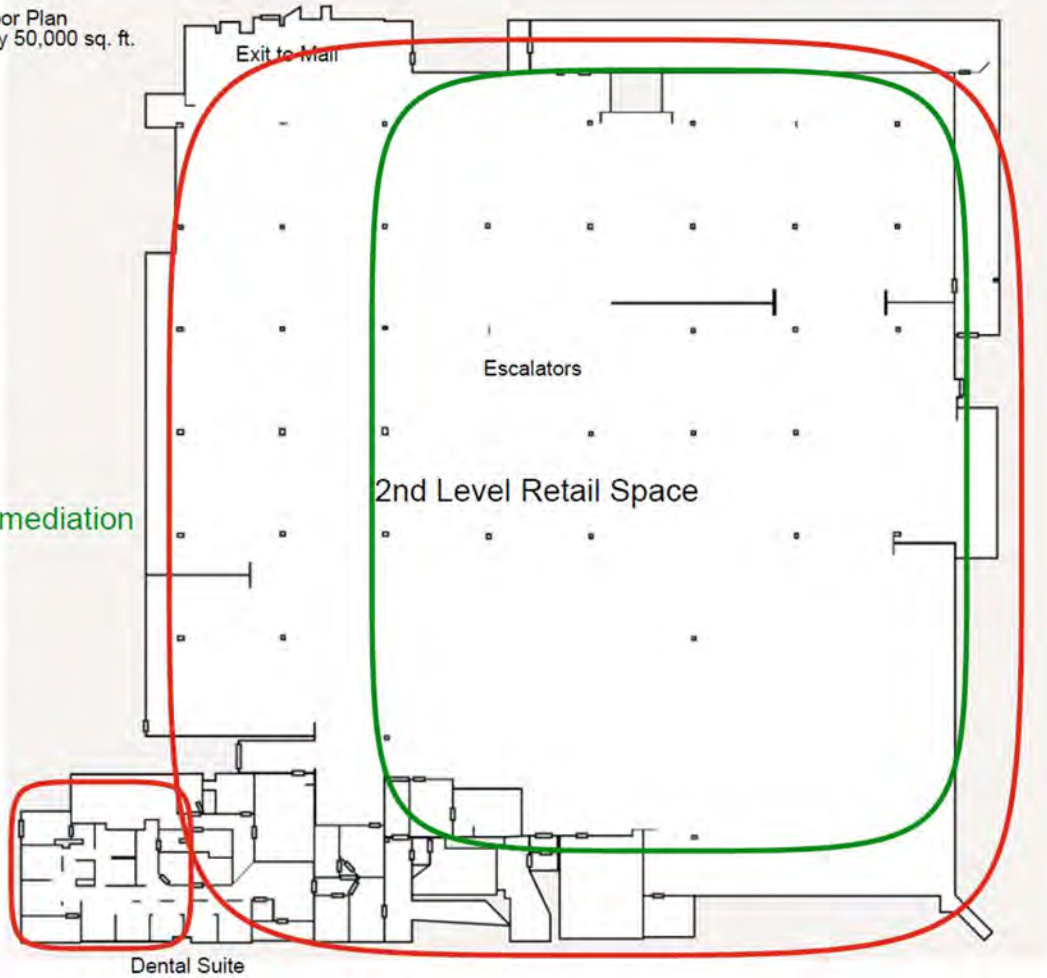
112 North Shorecrest Road Columbia, SC 29209
803.419.0470



Team Cox
Columbia

2nd Level Floor Plan
Approximately 50,000 sq. ft.

-  Demo
-  Mold Remediation



112 North Shorecrest Road Columbia, SC 29209
803.419.0470



PHASE 1

Stage 1: Permitting / Exterior and Interior Safety Measures

Team: Servpro Project Managers
Duration: 5 days

Tasks:

- Obtain necessary Demolition and Roofing Permits
- Install Temporary Security Fencing around Exterior Project Staging Area
- Secure entrances to Mall on 1st and 2nd Floor
- Deliver Temporary Toilets
- Deliver and establish temporary power needs to accomplish Roof Scope as needed.
- Obtain Asbestos Survey



Stage 2: Roof Replacement

Team: Servpro Project Managers / Roofing Subcontractor

Duration: 60 Days

Tasks:

- Remove all existing roofs down to metal deck.
- Inspect metal decking for damage or decay and replace as needed. (\$14.50 / sq. ft. replaced)
- Install 2 layers of new non-tapered, mechanically attached 2.6" Duro-Guard II ISO board (R-30) per manufacture's specifications.
- Install new 16" (W) 2 " thick wood nailer directly on top of all concrete parapet walls. Nailers applied with Tapcon fasteners
- Install new 7/16" OSB on all other perimeter walls from metal decking up flush with top of nailer.
- Install 2 layers of 2.6"Dura-Last ISO II to reach Richland County, SC optimal R-30 Requirements
- Install new Duro-Last Duro-Tuff PVC 60 Mil single ply on entire roof. Membrane will go up and over parapet walls.
- Mechanically attach PVC per manufacturing specifications with all Duro-Last fasteners and plates.
- Install new flashing on curbs, parapet walls, and pitch pockets around chill tower support curbs.
- Install all new Duro-Last drains and drain screens over plumbing
- Install new Duro-Last coping metal on all walls.
- Clean up and haul off all debris

Upgraded Roof Material Available Upon Request

--- End of Phase 1 ---



Phase 2

Stage 1: Mechanical Safety Sweep / Interior Demolition Set Up

Team: Servpro Project Managers / Mechanical Subcontractors
Duration: 5 Days

Tasks:

- Drain Fire Suppression System
- Disconnect all power supplies at service panels.
- Disconnect all HVAC supplies and returns from all air handlers.
- Disconnect all water supply lines and cap for duration of project.
- Establish an Interior Staging Area.
- Deliver ariel equipment to work site.
- Deliver and establish temporary power to accomplish interior scope.
- Deliver and establish temporary lighting to accomplish interior scope.



Stage 2: Mold Remediation

Team: Servpro Project Managers / 48 Labor Personnel
Duration: 10 Days

Tasks:

- Establish PPE Check Point for daily inspection.
- Employ negative air machines to filter air of microbial spores.
- Hepa Vacuum All remaining structure.
- Clean all remaining structure.
- Apply antimicrobial to all remaining structure.
- Encapsulate the remaining structure as needed.



Stage 3: Interior Demolition

Team: Servpro Project Managers / 48 Labor Personnel
Duration: 50 Days

Tasks:

- Remove all mechanical components from ceiling cavities to include HVAC, Electrical, Low Voltage, Lighting, Plumbing, Etc. (FIRE SUPPRESSION TO STAY IN PLACE)
- Remove all ceiling coverings to include ceiling tiles/grid.
- Remove fire walls in ceiling cavities as needed to remediate microbial growth.
- Remove all interior doors to include the door slab, hardware, and metal framing.
- Remove all wall fixtures to include sinks, lighting, thermostats, switches, outlets, etc.
- Remove all wall coverings to include sheetrock, paneling, and tile.
- Remove all non-structural framing to include offices, dressing rooms, storage rooms, etc.
- Remove all floor coverings to expose concrete substrate. Ceramic tile, carpet, leveling compound, and wood subfloor have been observed.

--- End of Phase 2 ---



Phase 3

Stage 1: Interior Sheetrock Install

Team: Servpro Project Management / 20 Labor Personnel
Duration: 40 Days |

Tasks:

- Install insulation in exterior walls.
- Install sheetrock on exterior walls. (Mud and Tape Only)
- Replace fire wall removed from ceiling cavity on first floor as needed.
- Clean up and haul off all debris

--- End of Phase 3 ---



****General Notes****

Safety Requirements:

Ensure all technicians wear safety vests and follow workplace safety protocols.

Ensure all aerial operators follow Safety Requirements

- Progress Reports:

Provide updates on completed tasks and any adjustments needed.

End of Scope of Work



Pricing:

Based on the above scope of work, industry standards, similar past projects, and goals expressed by the Client during the initial meetings, the estimate budgetary amount is being set at:

Phase 1: Roof
\$2,050,000.00

Phase 2: Demolition / Mold Remediation
\$2,250,000.00

Phase 3: Exterior Sheetrock Replacement
\$390,000.00

TOTAL PROJECT
\$4,690,000.00

Exclusions:
Utilization of Industrial Hygienist

This projected budgetary amount is indicative of a 'Not to Exceed' figure



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Twelfth day of June in the year Two Thousand Twenty Five, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Twelfth day of June in the year Two Thousand Twenty Five (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Sears Reroof and Interior Demolition

THE OWNER:
(Name, legal status, and address)

Richland County
2020 Hampton Street
Columbia, SC 29201

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

M. B. Kahn Construction, LLC
101 Flintlake Road
Columbia, SC 29223

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
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ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million Eight Hundred Seventy Five Thousand Six Hundred Forty Two Dollars (\$ 2,875,642.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1865709396)

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Attachment A dated 6/9/2025

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
NA/		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- ☒ The date of signature of this Amendment on page 4.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[**X**] 216 days from all applicable permits received or 124 days from tenant no longer occupying the building, whichever is later.

[] By the following date:

§ **A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ **A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ **A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ **A.3.1.1** The following Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

§ **A.3.1.2** The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

N/A

Section

Title

Date

Pages

§ **A.3.1.3** The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

N/A

Number

Title

Date

§ **A.3.1.4** The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title

Date

Pages

Other identifying information:

§ **A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Init.

Item

Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Attachment B dated 6/9/2025

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

N/A

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

N/A

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Leonardo Brown County Administrator

(Printed name and title)

(Date)

CONSTRUCTION MANAGER (Signature)

Craig Floyd Executive Vice President

(Printed name and title)

(Date)

Project name	RC - Sears Demo and Reroof
Document	Conceptual Estimate
Estimator	Patrick Faulkner
Job size	222789 sf
Duration	7 mnth
Project	Renovation
Report format	Sorted by 'Group phase/Phase' 'Detail' summary Paginate

Standard Estimate Report											
RC - Sears Demo and Reroof											
Page 2											
6/9/2025 11:52 AM											
Item	Description	Takeoff Qty	Labor		Material		Subcontract		Equipment	Other	Total
			Unit Cost	Amount	Unit Cost	Amount	Amount	Name	Amount	Amount	Amount
01.00.00 GENERAL REQUIREMENTS											
01.10.00 Summary											
01.10.00.01	General Condition			137,284		4,083			19,806	128,878	290,051
01.10.00.02	General Requirements			3,100		7,000			34,850	7,577	52,527
01.10.00.02	Weekly Progressive Cleaning	4.00 wk			125.00 /wk	500	4,000	Owen's	-	-	4,500
	Summary			140,384		11,583	4,000		54,656	136,455	347,078
	160.00 Labor hours										
	GENERAL REQUIREMENTS			140,384		11,583	4,000		54,656	136,455	347,078
	160.00 Labor hours										
02.00.00 EXISTING CONDITIONS											
02.05.00 Common Work Results for Existing Conditions											
02.05.00.01	Subcontractor - Demolition and Abatement	1.00 ls					885,700	CIDs			885,700
02.05.00.01	Subcontractor - Demolition - Escalators	1.00 ls					30,000	CIDs			30,000
	Common Work Results for Existing Conditions						915,700				915,700
	EXISTING CONDITIONS			0		0	915,700		0	0	915,700
05.00.00 METALS											
05.01.00 Maintenance of Metals											
05.01.00.01	Subcontractor - Metals - Deck Repair Allowance	1.00 ls					25,000	M.B. Kahn Estimate			25,000
	Maintenance of Metals						25,000				25,000
	METALS			0		0	25,000		0	0	25,000
07.00.00 THERMAL AND MOISTURE PROTECTION											
07.05.00 Common Work Results for Thermal and Moisture Protection											
07.05.00.01	Subcontractor - Roofing - Demo Exisiting, Install New R20, .060 TPO	1.00 ls					943,500	Aqua Seal			943,500
	Common Work Results for Thermal and Moisture Protection						943,500				943,500
	THERMAL AND MOISTURE PROTECTION			0		0	943,500		0	0	943,500
09.00.00 FINISHES											
09.05.00 Common Work Results for Finishes											
09.05.00.01	Subcontractor - Temp Walls/Opens	1.00 ls	10,000.00 /ls	10,000	20,000.00 /ls	20,000		M.B. Kahn Estimate	-	-	30,000
	Common Work Results for Finishes			10,000		20,000					30,000
	FINISHES			10,000		20,000	0		0	0	30,000
21.00.00 FIRE SUPPRESSION											
21.05.00 Common Work Results for Fire Suppression											
21.05.00.01	Subcontractor - Fire Suppression - Make Safe						5,000	M.B. Kahn Estimate			5,000

Item	Description	Takeoff Qty	Labor	Amount	Material	Amount	Subcontract	Name	Equipment	Other	Total
			Unit Cost		Unit Cost		Amount		Amount	Amount	Amount
	Common Work Results for Fire Suppression						5,000				5,000
	FIRE SUPPRESSION			0		0	5,000		0	0	5,000
22.00.00	PLUMBING										
22.05.00	Common Work Results for Plumbing										
22.05.00.01	Subcontractor - Plumbing - Make Safe						5,000	M.B. Kahn Estimate			5,000
	Common Work Results for Plumbing						5,000				5,000
	PLUMBING			0		0	5,000		0	0	5,000
23.00.00	HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)										
23.05.00	Common Work Results for HVAC										
23.05.00.01	Subcontractor - HVAC - Make Safe						25,000	M.B. Kahn Estimate			25,000
	Common Work Results for HVAC						25,000				25,000
	HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)			0		0	25,000		0	0	25,000
26.00.00	ELECTRICAL										
26.05.00	Common Work Results for Electrical										
26.05.00.01	Subcontractor - Electrical - Make Safe						70,000	M.B. Kahn Estimate			70,000
26.05.00.01	Subcontractor - Electrical - Temp Power/Lighting						50,000	M.B. Kahn Estimate			50,000
	Common Work Results for Electrical						120,000				120,000
	ELECTRICAL			0		0	120,000		0	0	120,000

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	150,384		160.000 hrs			0.675 /sf	5.23%
Material	31,583					0.142 /sf	1.10%
Subcontract	2,043,200					9.171 /sf	71.05%
Equipment	54,656					0.245 /sf	1.90%
Other	136,455					0.612 /sf	4.75%
	2,416,278	2,416,278				10.846 /sf	84.03% #####
Taxes & Insurance on Labor	94,050			62.540 %	C	0.422 /sf	3.27%
Sales Tax	2,527			8.000 %	C	0.011 /sf	0.09%
	96,577	2,512,855				11.279 /sf	3.36% #####
Subcontractor Bonds	24,518			1.200 %	C	0.110 /sf	0.85%
Corp. General Liability Insurance	27,031			0.940 %	T	0.121 /sf	0.94%
Perf & Payment Bond	26,743			0.930 %	T	0.120 /sf	0.93%
	78,292	2,591,147				11.630 /sf	2.72% #####
Project Management Software	2,876			0.100 %	T	0.013 /sf	0.10%
A/E Fee	30,000				L	0.135 /sf	1.04%
CM Contingency	143,782			5.000 %	T	0.645 /sf	5.00%
CM Fee	107,837			3.750 %	T	0.484 /sf	3.75%
Total		2,875,642				12.907 /sf	

Attachment "B"
Clarifications & Assumptions
Richland County
Sears
Demolition Package

Prepared by
M. B. KAHN CONSTRUCTION, LLC
CONSTRUCTION MANAGEMENT DIVISION
Columbia, SC

Date: June 9th, 2025

The following list of clarifications are intended to supplement the issued bidding documents for the above referenced project and in executing a contract shall become a part thereof.

GENERAL

1. Richland County Sears Demolition Package Clarifications and Assumptions are based direction provided by Richland County and 2018 S&ME Asbestos Assessment Report.
2. MBK assumes the scope of work in the bid documents have received all required agency approvals allowing demolition to begin per agreements with Richland County.
3. Temporary power and water is to be provided and paid for by Owner.
4. The Owner is responsible for providing and paying for all required materials testing services, IBC inspections and erosion control inspections.
5. All debris assumed to have asbestos contaminated materials covered in S&ME Project No. 4261-17-186 and not occupied by Richland County will be included in demolition. No debris addressed outside of this report is understood to have asbestos.
6. Work is to be performed during normal working hours.
7. No permits will be pulled for this work.

CLARIFICATIONS

1. Construction/renovation is not included. This is demolition only.
2. Preparation of surfaces for installation of new floor (adhesive removal) is not included.
3. Patching and repair of any walls, floors, roofs, etc. is not included.
4. Patch, seal and repair of exterior after canopy removal is not included.
5. 3 Hour Fire Wall in not included.
6. The removal of any contaminated soil is not included.
7. Grassing or seeding is not included.
8. Removal of any underground storage tank, septic tanks or grease traps is not included.
9. The locating, protection, removal or relocation or markings of any underground utilities or structures in not included.
10. Disposal of any excess dirt/fill material is not included.
11. Removal of any piles is not included.

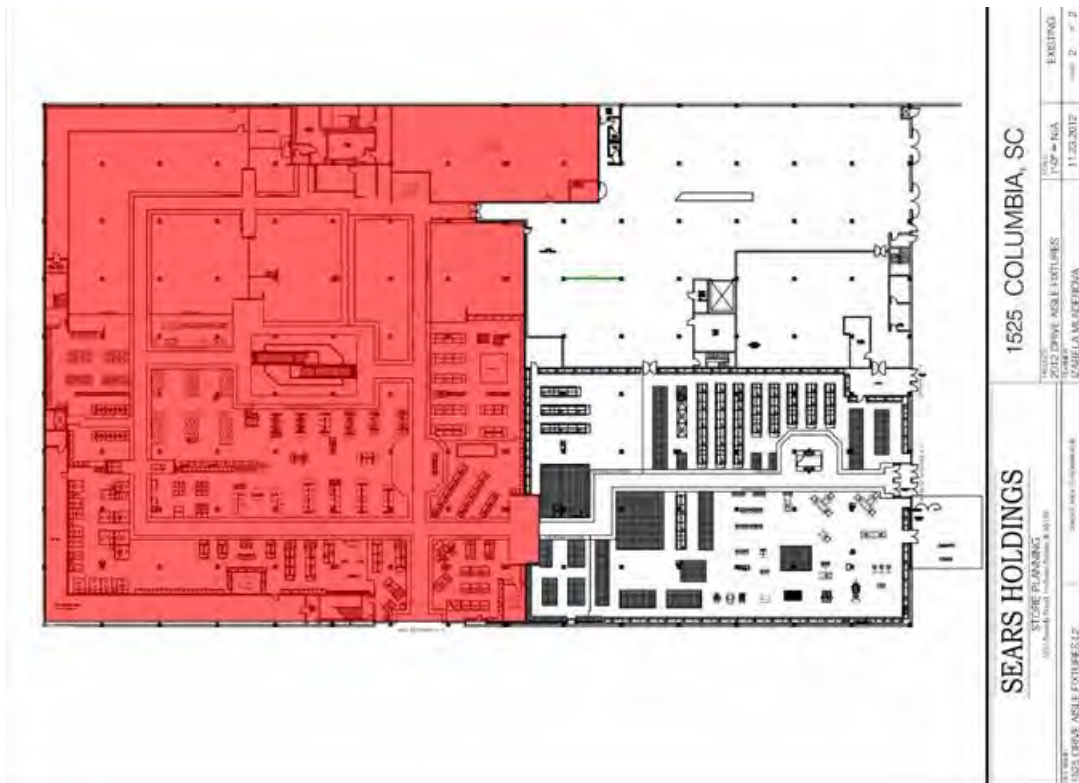
Attachment "B"

12. Saving and/or salvaging of any items for the Owner is not included. Items to be saved/salvaged will need to be removed before work begins.
13. Backfill, compaction or finish grading is not included.

SCOPE

1. Interior Demolition
 - a. Drywall walls
 - b. Ceilings
 - c. Non-ACM floor finishes
 - d. Fire Sprinkler
 - e. Doors
 - f. Drop Ceiling and Grid
 - g. Electrical conduit as found in walls to demo or above drop ceiling
 - h. Plumbing and duct above drop ceiling or in walls to demo
 - i. Reference drawings included below with the areas shaded in RED to be demolished.
2. Asbestos Abatement
 - a. 25,260 sf of FT/M friable in containment on first floor. Expectation is a single layer under either carpet or ceramic tile.
 - b. 500 LF of foam glass insulation with black asbestos mastic nonfriable
 - c. 6,500 sf of FTM single layer below carpet that can be done non-friable
 - d. 27,050 FTM single layer found either under carpet or not covered and done nonfriable
 - e. 300 LF of foam glass insulation with black mastic nonfriable found on piping at roof level
 - f. Mechanical Penthouse excluded
3. Reroof
 - a. Remove and dispose of existing roof system down to metal decks.
 - b. Provide and install poly-iso to achieve R-20 over sloped metal decks.
 - c. Provide and install tapered poly-iso crickets between roof drains.
 - d. Provide and install a Mech Fastened .060 TPO roof system per manufacturer's spec.
 - e. Provide and install all flashing details @ existing VTR's, roof curbs, parapet walls, roof drains, per manufacturer's specs.
 - f. Provide and install 24-gauge prefinished standard color counterflashing @ parapet walls and roof curbs.
 - g. Provide and install (1) leader head and downspout @ lower small roof.
 - h. No asbestos removal in the roof system is included.

Attachment "B"



End of Clarifications















Richland County Council Request for Action

Subject:

Procurement - Award of Contract- Public Safety Uniforms

Notes:

June 24, 2025 – The Administration and Finance Committee recommends the award of a contract to Harrison's Workwear for Public Safety uniforms.

**RICHLAND COUNTY
ADMINISTRATION**

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

**Agenda Briefing**

Prepared by:	Jennifer Wladischkin	Title:	Director
Department:	Office of Procurement & Contracting	Division:	
Date Prepared:	June 2, 2025	Meeting Date:	June 24, 2025
Legal Review	Patrick Wright via email	Date:	June 6, 2025
Budget Review	Brittany Hammond via email	Date:	June 6, 2025
Finance Review	Stacey Hamm via email	Date:	June 5, 2025
Approved for consideration:		Assistant County Administrator	Lori J. Thomas, MBA, CGFO
Meeting/Committee	Administration & Finance		
Subject	Award a contract for public safety uniforms		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the award of a contract to Harrison's Workwear for Public Safety uniforms.

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:

Funds for uniforms are appropriated each budget year.

Applicable fund, cost center, and spend category:

Cost Centers: 1100; 1232; 1100

Funds: 2010; 2011; 2100

Spend Category: Uniforms and Equipment

Cost Centers: 1100; 1232

Funds: 2010; 2011; 2012, 2012, 2013, 2015

Spend Category: Uniforms and Equipment

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

A Request for Proposals was conducted in accordance with the County's purchasing policies. Solicitation RC-711-P-25 was publicly advertised. One proposal was received from Harrison's Workwear. After a comprehensive evaluation based on price, quality, and vendor experience, Harrison's Workwear was determined to be a responsive and responsible offeror. Harrison's Workwear is the incumbent supplier.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Staff seeks approval of a vendor contract, awarded through a competitive Request for Proposals (RFP), for the supply of uniforms for the Richland County Sheriff's Department. The department provides uniforms to over 750 officers, which are critical for visibility, identification, professionalism, and officer safety. A reliable supplier is essential to ensure consistent access to high-quality, durable uniforms, along with timely delivery and responsive customer service.

This contract was awarded following a formal RFP process, in full compliance with the County's Procurement Code. Vendors were evaluated based on pricing, product quality, delivery capacity, and customer service. The selected vendor offered the best overall value to meet the department's operational needs.

The uniforms support a core public safety function by ensuring deputies are appropriately and professionally outfitted. The contract helps streamline procurement, reduces delays in onboarding or replacements, and maintains consistent appearance across the department. Costs associated with this contract are covered by the department's approved operating budget, and no additional funding is requested.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Achieve Positive Public Engagement.

SUMMATIVE OVERALL COUNTY IMPACT:

- Supports Core Public Safety Operations - Ensures that more than 750 deputies are equipped with professional, standardized uniforms essential for visibility, safety, and public trust;
- Enhances Service Efficiency - Streamlined procurement and reliable vendor fulfillment reduce delays in onboarding and outfitting personnel, minimizing operational disruptions;
- Protects County Liability and Image - Proper uniforms reinforce accountability, contributing to professional conduct and positive public perception of law enforcement;
- Maximizes Taxpayer Value - The competitive RFP process ensures fiscal responsibility by selecting a vendor that provides the best value for high-quality goods and timely service;
- Aligns with Council's Strategic Priorities - This action fulfills Council's obligation to support essential government functions and maintain safe, well-functioning communities for all citizens.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The approval of the uniform supply contract for the Richland County Sheriff's Department directly supports essential county operations and public service delivery. This action reflects the County's commitment to effective governance, public safety, and fiscal responsibility.

Richland County Council Request for Action

Subject:

Public Works - Solid Waste & Recycling - Excavator Purchase

Notes:

June 24, 2025 – The Administration and Finance Committee recommends replacing Landfill Excavator Unit #AH018 – 1997 John Deere 690 Excavator with a new 2025 Hyundai HX160AL Excavator.

**RICHLAND COUNTY
ADMINISTRATION**

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

**Agenda Briefing**

Prepared by:	Syndi Castelluccio	Title:	General Manager
Department:	Public Works	Division:	Solid Waste & Recycling
Date Prepared:	May 29, 2025	Meeting Date:	June 24, 2025
Legal Review	Patrick Wright via email	Date:	June 5, 2025
Budget Review	Brittany Hammond via email	Date:	June 4, 2025
Finance Review	Stacey Hamm via email	Date:	June 3, 2025
Approved for consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCM
Meeting/Committee	Administration & Finance		
Subject	Landfill Excavator Replacement		

RECOMMENDED/REQUESTED ACTION:

Staff recommends replacing Landfill Excavator Unit # AH018 - 1997 John Deere 690 Excavator with a new 2025 Hyundai HX160AL Excavator.

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:

Sufficient funds are available in the current FY25 Landfill Heavy Equipment budget, which has a remaining balance of \$284,782.00, to cover the full cost. The quoted price is \$175,201.79.

Applicable fund, cost center, and spend category:

Fund: 2101 (Solid Waste Enterprise)

Cost Center: 3654 (C&D Landfill)

Spend Category: Heavy Equipment

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Staff, in coordination with Fleet Management, obtained and reviewed three quotes for the equipment replacement. The lowest and most responsible quote was from National Equipment Dealers at \$175,201.79 through the North Carolina Sheriffs Association Cooperative. The NC Sheriff's Association Cooperative is a procurement program open to all county and city governments and their agencies. By participating in cooperative agreements, the County can accomplish cost savings via economies of scale, and reduce the administrative costs of conducting the solicitation process.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Replacing this equipment will help ensure continued compliance with the Richland County Class Two Landfill SCDES Permit #401001-1202, as required under Regulation 61-107.19 Solid Waste Management: Solid Waste Landfills and Structural Fill, Section 258.31 Equipment.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Replacing the 1997 John Deere Excavator is part of the Solid Waste & Recycling Division's operational planning to ensure reliable and efficient operations at the Richland County Landfill. The excavator is critical to daily activities as Solid Waste & Recycling depends on it to excavate cover dirt, remove overburden, load aggregates, clean ponds, load the mobile shredder with mattresses, and perform other essential tasks to maintain compliance with the County's South Carolina Department of Environmental Services permit. Due to reliability concerns and rising repair costs with the aging excavator, replacement is necessary.

Staff recommends the purchase of the Hyundai HX160AL excavator through the North Carolina Sheriff's Association Cooperative with National Equipment Dealers. This option provided the lowest quoted price, the best warranty, reliable customer service and is similar to a model currently in use at the landfill that has demonstrated strong performance and has proven to be dependable.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Commit to Fiscal Responsibility

Objective: Establish process to prioritize initiatives to align with available resources.

Goal: Establish Operational Excellence

Objective: Modernize employee technology

Objective: Address current and future resource needs

SUMMATIVE OVERALL COUNTY IMPACT:

- Supports critical landfill operations: The excavator is essential to maintaining daily landfill functions;
- Ensures regulatory compliance: Reliable equipment is necessary to meet SC DHEC permit requirements and environmental regulations;
- Reduces operational downtime: Replacing aging equipment helps minimize breakdowns and delays in operations;
- Reduces long-term maintenance costs: New machinery lowers the need for frequent repairs and reduces the associated costs;
- Fiscal responsibility: The recommended vendor and cooperative purchase program offer the best value and reflect responsible stewardship of County funds.

ATTACHMENTS:

1. Hyundai HX160AL Quote - NED \$175,201.79
2. Caterpillar 317 GC Quote - Blanchard \$211,706.00
3. John Deere 160 P-Tier Quote - Dobbs \$215,861.14



Quotation / Order
June 2, 2025

Richland County
400 Powell Rd.
Columbia SC 29203

Ship to:
Richland County
Columbia SC

SALESMAN MARK ZEGILLA
Expiration 45 Days

Contract # NC Sheriff's Contract 24-08-0421R

Thank you for this opportunity. We would like to offer you the following for your purchase consideration. If you have any questions please do not hesitate to contact us.

Hyundai HX160A L Excavator

- Cummins B4.5, Tier 4 Final, Stage V, 152 HP Diesel Engine
- 16'9" Mono Boom & 10'2" Arm
- Intelligent Power Control (IPC) 3-Power, 2-Work, 1-User Modes
- Variable Power and Pump Flow Controls
- Engine Auto Idle
- Hi-mate Remote Management System
- Double-Acting Piping Kit
- Pattern Change Valve (SAE and ISO)
- Automatic Swing Brake and Boom/Arm Holding Systems
- 42" Bucket and Hydraulic Thumb
- 3 Year / 3,000 Hour Standard Manufacturer's Warranty
- Operating Weight: 39,560 lbs.
- All Weather Steel ROPS Cab
- Heating, Air Conditioning and Defroster
- Adjustable Air Suspension Seat with Heater and Seat Belt
- Centralized Monitoring with Diagnostics on 8" LCD Display
- Radio / USB Player
- Cabin Lights
- Battery Master Switch
- Rearview and Right side view Camera
- Four Front Working Lights
- Three Outside Rearview Mirrors
- Travel Alarm
- 28" Triple Grouser Shoes

Sale Price \$ 175,201.79

As equipped above. FOB:
Sales Tax: \$500 Max tax



Price and payments do not include applicable sales, use or property taxes. Financing options subject to credit approval, plus \$600 doc fee. Leases based on maximum annual hours as noted above. Signature below indicates acceptance of the above quote and the terms and conditions as noted on the next page. Quote will expire in thirty (30) days.

CUSTOMER SIGNATURE

Date

NED

PURCHASE ORDER #





3151 Charleston Hwy
West Columbia SC 29172
Phone (803) 518-0113 bsmith@blanchardmachinery.com

Quotation

DATE 4/22/2025

Richland County
Mr. Jamie Boone

Prepared by: Brian Smith

Reference Number	Description	Sales Price
651-2183	317 GC 07E HEX AM-N CFG1C	\$211,820
502-7166	INTEGRATED RADIO, W/O DAB	\$0
490-7715	PEDAL, STRAIGHT TRAVEL	\$0
630-5074	CAMERA, REAR & RH VIEW	\$0
585-8704	LIGHTS, BOOM LH 1P	\$0
538-8494	GUARD, TRACK GUIDING, CENTRE	\$0
163-3754	GUARD, TRAVEL MOTOR	\$0
134-8875	GUARD, SWIVEL, STD	\$0
585-2680	STK, R9'6", W/ THUMB BRACKET	\$4,875
630-3549	CYLINDER, BOOM, W/O BLCV	\$4,225
540-1324	CYLINDER, STICK, W/O SLCV	\$2,535
585-8706	LIGHTS, BOOM RH 1P	\$204
577-3853	LIGHTS, CAB, W/O 360	\$394
561-4615	COUNTERWEIGHT, 7870LB	\$1,765
565-4819	UNDERCARRIAGE, LONG W/O BLADE	\$10,690
541-5174	TRACK, 28" TG, W/STEPS	\$3,675
636-9422	HYDRAULIC PKG, COMB, ONE SLIDER	\$8,750
648-7105	CAB, GC COMFORT	\$6,500
565-7254	CONTROL, QC PIN GRABBER	\$1,120
589-6846	PROD LINK, PLE643/PLE743 RADIO	\$0
565-1971	LINES, HIGH PRESSURE BOOM	\$2,250
565-1977	LINES, HP, 9'6" STICK	\$635
565-1973	LINES, QUICK COUPLER BOOM	\$1,650
565-1979	LINES, QC, 9'6" STICK	\$1,180
505-4083	TIP, PENETRATION PLUS ADVANSYS	\$550
380-1204	SIDECUTTERS, GENERAL PURPOSE	\$819
552-8150	BKT GD 36" 0.81YD3 315	\$6,611
0G-4126	STORAGE PROTECTION (EXPORT)	\$76
0P-7563	STORAGE PROTECTION (EXPORT)	\$27
0G-4201	ROLL ON-ROLL OFF	\$157
633-1746	THUMB GROUP - HYDRAULIC	\$16,500
596-2822	LINES GRP, CONNECTING	\$1,375
	TOTAL CATERPILLAR LIST PRICE	\$288,383
	STATE CONTRACT 4400035189 DISCOUNT OF 20%	(\$57,677)
	ADDITIONAL BLANCHARD / CATERPILLAR SUPPORT	(\$23,000)
	FREIGHT AND PREP	\$3,500
	STATE CONTRACT 4400035189 PRICE	\$211,206
	12 MONTH FULL MACHINE FACTORY WARRANTY	
	EXTENDED WARRANTY IS AVAILABLE	
	SC SALES TAX CAP	\$500.00
	STATE CONTRACT 4400035189 PRICE WITH TAX	\$211,706.00

Quote Id: 32709627

Prepared For:
JAMIE BOONE
RICHLAND COUNTY PUBLIC WORKS

Prepared By: **LOCKHART JOHN**
Dobbs Equipment
136 Acres Drive
Ladson, SC 29456
Tel: 843-572-0400
Fax: 843-572-7746
Email: john.lockhart@dobbsequipment.com

Date: 23 April 2025

Offer Expires: 31 July 2025

Quote Id: 32709627

23 April 2025

JAMIE BOONE
RICHLAND COUNTY PUBLIC WORKS
400 POWELL RD
COLUMBIA, SC 29203

Dear Jamie

State Contract number for both the 200G and 160P is 4400034322

Let me know if you have any questions or need anything else.

Thanks John

LOCKHART JOHN
843-572-0400
Dobbs Equipment

Quote Summary**Prepared For:**

JAMIE BOONE
RICHLAND COUNTY PUBLIC WORKS
JAMIE BOONE
400 POWELL RD
COLUMBIA, SC 29203
BOONE.JAMES@RICHLANDCOUNTYSC.GOV

Prepared By:

LOCKHART JOHN
Dobbs Equipment
136 Acres Drive
Ladson, SC 29456
Phone: 843-572-0400
john.lockhart@dobbsequipment.com

Quote Id: 32709627
Created On: 23 April 2025
Last Modified On: 23 April 2025
Expiration Date: 31 July 2025

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 160 P-Tier Excavator	\$ 215,361.14 X	1 =	\$ 215,361.14
John Deere Extended Warranty-36 Months / 5000 Hrs PTH	\$ 0.00 X	1 =	\$ 0.00
Equipment Total			\$ 215,361.14

Quote Summary

Equipment Total	\$ 215,361.14
SubTotal	\$ 215,361.14
State Sales Tax	\$ 500.00
Total	\$ 215,861.14
Balance Due	\$ 215,861.14

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 32709627**Customer:** RICHLAND COUNTY PUBLIC WORKS

JOHN DEERE 160 P-Tier Excavator

Hours:**Stock Number:**

Code	Description	Qty
04D0FF	160 P-Tier Excavator	1

Standard Options - Per Unit

170K	JDLink™	1
0202	United States	1
0259	English	1
0602	Level 2	1
1100	Rear Camera System	1
2000	Less Grade Reference Ready Mounts	1
4070	John Deere PowerTech PSS 4.5L meets FT4/EU Stage IV Emissions	1
5707	700mm (28 in) Steel Track with Triple Semi-Grouser Shoes	1
6667	One Piece Boom w/Arm Cyl. and Plumbing	1
6719	Arm: Long	1
7001	Auxiliary High-Flow Lines with AFL and Auxiliary Relief Pressure Adjustment	1
	Strickland Hydraulic Thumb	1
	Strickland 36" Bucket	1

Service Agreements

John Deere Extended Warranty - 36
Months / 5000 Hrs PTH

Richland County Council Request for Action

Subject:

Grants & Community Outreach - Community Development - 2025 Annual Action Plan for HUD Grants

Notes:

June 24, 2025 – The Administration and Finance Committee recommends approving a Substantial Amendment to the Citizen Participation Plan to include a Disaster Response & Recovery Clause allowing the County to more quickly invest available HUD funds in the event of a future Emergency or Disaster Declaration.



Agenda Briefing

Prepared by:	Callison Richardson	Title:	Division Manager
Department:	Grants and Community Outreach	Division:	Community Development
Date Prepared:	June 6, 2025	Meeting Date:	June 24, 2025
Legal Review	Patrick Wright via email	Date:	June 13, 2025
Budget Review	Brittany Hammond via email	Date:	June 13, 2025
Finance Review	Stacey Hamm via email	Date:	June 11, 2025
Approved for consideration:		County Administrator	Leonardo Brown, MBA, CPM
Meeting/Committee	Administration & Finance		
Subject	2025 Annual Action Plan for HUD Grants		

RECOMMENDED/REQUESTED ACTION:

The Community Development Division recommends approval of the draft 2025 Annual Action Plan for submission to U.S. Department of Housing and Urban Development for the purposes of administering the County's awarded Community Development Block Grant (CDBG), HOME Investment Partnership, and Emergency Solutions Grant (ESG) funds for the period of Oct. 1, 2025 - Sept. 30, 2026.

County staff also request approval to award CDBG funds for Public Facility Improvement Projects and Public Service Programs as outlined in Attachment 3.

** Due to the required 30-Day Public Comment Period beginning Friday, June 13th, this item must not go before full Council for final approval until Tuesday, July 15, 2025.

Request for Council Reconsideration: ☐ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The HUD funds included in this Briefing are from the HUD allocations in the 2025 Federal Budget. Grant Agreements will be executed following successful submission of the 2025 Annual Action Plan to HUD by August 15, 2025. Budget set up will follow and funds are available to the County as of October 1, 2025.

The 2025 Annual Action Plan identifies the allocations and proposed Activities from the Federal government for \$1,755,995.00 in CDBG funds, \$792,557.75 in HOME funds, and \$151,031.00 in ESG funds. It has been on display since Friday, June 13th for a 30-Day Public Comment Period. Upon approval, it will be submitted to HUD on or before August 15, 2025.

The performance periods, match requirements, and required caps or set asides are outlined below. Selected projects are found in the attached documents.

FY24 Community Development Block Grant (CDBG):

Grant Period	October 1, 2025 - September 30, 2032
Match	No match requirement
Admin & Planning Cap	20% of Award
Public Services Cap	15% of Award

FY24 HOME Investment Partnership

Grant Period	October 2, 2025 - September 30, 2033
Match	25% Match Requirement (sources may include county funds, private developer investments, or in-kind contributions towards a project)
Admin & Planning Cap	10%
CHDO Set Aside	15%

FY24 Emergency Solutions Grant (ESG)

Grant Period	October 1, 2025 - September 30, 2027
Match	recipients of grant funds must match with an equal amount of cash and/or noncash contributions, which may include donated buildings, materials and volunteer services.
Admin & Planning Cap	7.5%

Three (3) recommended Public Facility Improvement Activities will be also funded with supplemental funding from the CDBG-CV Grant. Details are in Attachment 3. Fund details are below:

CDBG-CV	GR-00000106
Fund	1202
Cost Center	9921
Lump Sum Appropriations	\$187,995.00

Applicable fund, cost center, and spend category: Budget Set-Ups will occur following executed Award Agreements in Fall 2025.

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

None.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

The County is required to submit the Annual Action Plan (AAP) to HUD at least 45 days before the start of its program year; the latest submission deadline is August 15, 2025.

To ensure compliance with HUD's regulations, Community Development staff will follow 2 CFR Part 200 regarding the administration of federal grants programs, 2 CFR Part 570 regarding CDBG funds, 2 CFR Part 92 regarding HOME Investment Partnership funds, and 2 CFR Part 576 for Emergency Solutions Grants (ESG). CDBG and HOME funds can only be awarded to sub-recipients located in and/or predominantly serving individuals in unincorporated Richland County. Federal law requires CDBG and HOME funds primarily benefit low-to-moderate-income persons (at 80% of area median income or below). ESG funds are dedicated to homeless support services. Most funds are disbursed as reimbursable grants with monitoring by Community Development staff.

Environmental Reviews:

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

2025 Income Limits established by HUD:

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

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

CDBG-CV Funding Regulations

CDBG-CV is a special COVID-19 Relief CDBG grant the County received in 2020. The funds may only be spent on eligible CDBG activities that present a clear tieback to preventing, responding, or reducing the impact of COVID-19. The projects identified for supplemental funding with CDBG-CV funds have specific elements with a clear COVID-19 tieback and have been preliminarily approved by HUD for investment.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Requests for Council:

1. The Community Development Division requests approval of the draft 2025 Annual Action Plan for submission to U.S. Department of Housing and Urban Development for the purposes of administering the County's awarded Community Development Block Grant (CDBG), HOME Investment Partnership, and Emergency Solutions Grant (ESG) funds for the period of Oct. 1, 2025 - Sept. 30, 2026.
2. County staff request approval to award CDBG funds for Public Facility Improvement Projects and Public Service Programs as outlined in Attachment 3.

Annual Action Plan:

The Annual Action Plan (AAP) is used to identify housing, economic development, public services, and community revitalization needs and to develop CDBG, HOME, and ESG budgeting and focus areas for the next annual period. The proposed 2025 Annual Action Plan was developed in line with Richland County's Citizen Participation plan with public notice (see Attachment I), four public hearings, and a 30-day public comment period. The plan provides the budgets and selected projects for CDBG, HOME Investment Partnership and ESG funds that will guide the administration and investment of these critical resources for the October 1, 2025-September 30, 2026 grant cycle and beyond. Attachment II provides budgets and project descriptions for each HUD grant.

From February -May 2025, the Community Development division initiated a robust NOFA process for organizations and agencies to apply for CDBG project funding in each of the designated focus areas through a competitive application process. Citizens and County staff participate on Application Evaluation Committees to help with project selection.

- \$1.65 Million was requested from local nonprofits seeking Public Facility Improvement projects.
- \$1.30 Million was requested from local nonprofits and County Departments for Public Services.
- Selected project categories are identified in the plan for Owner-Occupied Housing Revitalization (i.e. minor home repair), Public Services and Public Facility Improvements.
- Individually funded activities are listed in Attachment III for Council approval.

Projects for HOME Investment Partnership will be selected through a separate NOFA process beginning in June 2025 with a rolling application deadline to follow. Projects will be recommended for Council approval on a rolling basis.

Projects for ESG Funding supporting members of the local Continuum of Care (CoC) will be selected in partnership with the SC Office of Economic Opportunity and the Midlands Area Coalition for the Homeless. ESG allocations and funded activity decisions will be provided to Council at a later date.

Upon Council approval, the Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development (HUD) for approval.

The 2025 AAP implements the County's fourth year of the 2022-2026 Five Year Consolidated Plan, approved in July 2022, which enables the County to continue to receive federal housing and community development funds.

Citizen Participation & Input:

County staff expanded opportunities for public input during the Needs Assessment phase by hosting three (3) Public Hearings in different communities (Southeast Library, Crane Creek Gym, Serve & Connect Community Center), having a virtual survey for citizen feedback, and by including survey flyers in 1,000 fresh food box deliveries through Neighborshare. Eight (8) citizens attended public hearings and eleven (11) public comments were received.

Needs identified by citizen input, include: affordable housing, a rise in homeless families and children in Richland One & Two, rental assistance, utility assistance, childcare assistance, food insecurity for seniors, home repair for seniors, assistance with tree removal and debris clean up after storms, and support for domestic violence survivors.

Benefits of Request:

Each year's AAP budget proposal for the three HUD grants allows the County to continue rehabilitation of existing affordable owner-occupied housing units, investments in affordable housing development through rehabilitation and construction, investment in public facilities and infrastructure, and collaboration with community partners to coordinate public services for low/moderate population and targeted high-need populations as identified in the Five-Year Consolidated Plan.

This request allows the County to continue delivering a wide range of programs and projects to benefit low/mod income residents of Richland County. If denied, the County risks delays or reductions in millions of federal dollars that are vital to the Richland County community.

Budget Details

Please see Attachment 2 for proposed budget and Project descriptions for CDBG, HOME, and ESG funds.

Recommended Activities for CDBG Funding

Please see Attachment 3 for recommended activities for funding under the CDBG Projects of

1. Public Facility Improvements;
2. Public Services.

Three (3) of the recommended Public Facility Improvement Activities will also be funded with supplemental funding from the CDBG-CV Grant. The CDBG-CV grant is a COVID-19 specific CDBG grant and funded activities must have a COVID-19 tieback. The tieback portion of these improvement projects will be funded with the CDBG-CV funds to allow for additional leveraging and investment of HUD funds.

Alternatives

Option 1 (recommended) Approve the draft 2025 Annual Action Plan as proposed for submission to HUD by the deadline of August 15, 2025 which allows the County to continue delivering a wide range of programs and projects to benefit low-to-moderate income (LMI) residents of unincorporated Richland County. With CDBG projects already identified in the plan and activities for each project presented to Council already, Environmental Reviews and contracting can take place by the start date of October 1st, ensuring the County has sufficient time to expend funds for all HUD Timeliness tests and expenditure deadlines.

Option 2 Approve the budget allocations as outlined in the plan, but do not approve the proposed CDBG activities as selected through the competitive grant process. The plan can be submitted with broad categories of funding by the deadline of August 15, 2025; however, Community Development Staff will have to reinitiate a NOFA process for CDBG funding with delayed project start dates and risk not passing the annual CDBG Timeliness Test for expenditure of funds.

Option 3 Do not approve the plans for submission to HUD by the deadline of August 15, 2025 and forego all CDBG, HOME Investment Partnership, and ESF funds for the 2025 year.

Previous Actions of Council

Council approved the Five-Year Consolidated Plan on August 30, 2022. The 2025 Annual Action Plan is aligned with the Consolidated Plan.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Foster Good Governance

Objective: Develop realistic and achievable goals

Objective: Collaborate with other governments

Goal: Commit to fiscal responsibility.

Objective: Align budget to priorities and seek alternative revenue sources.

Objective: Establish process to prioritize initiative to align with available resources.

Goal: Plan for growth through inclusive and equitable infrastructure

Objective: Create excellent facilities.

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

Objective: Develop a community engagement plan

SUMMATIVE OVERALL COUNTY IMPACT:

- The Community Development Office has produced a 2025 Annual Action Plan with significant public input to help oversee the investment and management of Federal funds totaling \$2,699,583.75 from the US. Department of Housing and Urban Development.
- The proposed 2025 Annual Action Plan was developed in line with Richland County's Citizen Participation Plan (CPP) with public notice, four public hearings, and a 30-day public comment period.
- County staff expanded opportunities for public input during the Needs Assessment phase by hosting 3 Public Hearings in different communities (Southeast Library, Crane Creek Gym, Serve & Connect Community Center), having a virtual survey for citizen feedback, and by including survey flyers in 1,000 fresh food box deliveries through Neighborshare.
- Needs identified by citizen input, include: affordable housing, a rise in homeless families and children in Richland One & Two, rental assistance, utility assistance, childcare assistance, food insecurity for seniors, home repair for seniors, assistance with tree removal and debris clean up after storms, and support for domestic violence survivors.
- Proposed projects in the plan help the County meet critical needs for low/mod residents, including: minor home repair, development of affordable housing units, improvements to public facilities, funding for services to low/mod houses, and funding for homeless prevention and support.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The Annual Action Plan (AAP) makes strategic investments in affordable housing development, minor home repair, transitional housing and affordable childcare access, and services to low and moderate-income families Countywide. These plans are developed with several periods of public comment & hearings, County staff sent Needs Assessment surveys through Neighborshare Food Boxes to 1,000 citizens, and both citizens and employees were utilized in the scoring/evaluation process for selection CDBG projects. The execution of these plans is an example of citizen voices being heard and making a difference. These plans also align resources with addressing some of the County's greatest needs facing low/moderate-income residents. County staff actively engage grant Subrecipients in the process of leveraging HUD funds with local investments using match requirements and underwriting processes for each Program. The 2025 AAP will provide significant opportunities for positive public engagement and communication about County wins. Community Development staff has set a goal to secure at least half of the 25% match requirement for new HOME Investment Partnership projects from private developers or in-kind services rather than through the General Fund as has been utilized in previous years.

The required 30-Day Public Comment Period for the 2025 Annual Action Plan is occurring from June 13 - July 14, 2024. The final Public Hearing will be held on Thursday, June 26th at 6:00 PM in the Council Chambers. All public comments and testimony received orally or in writing will be incorporated into the Annual Action Plan prior to Council approval at the July 15th Council meeting.

ATTACHMENTS:

1. Public Notice for 2025 Annual Action Plan
2. 2025 Proposed Budgets & Projects for CDBG, HOME & ESG Grants
3. PY 25-26 Proposed CDBG Facility & Services Activities
4. 2025 Draft Annual Action Plan (still drafting)



PUBLIC HEARING NOTICE

RICHLAND COUNTY WANTS YOUR INPUT

Attachment 1

NOTICE OF PUBLIC HEARING AND DISPLAY RICHLAND COUNTY, SOUTH CAROLINA FY 2025 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIP, AND EMERGENCY SOLUTIONS GRANTS PROGRAMS

Notice is hereby given that Richland County, South Carolina will hold a public hearing on **Thursday, June 26, 2025, at 6:00 p.m.**, prevailing time, in Council Chambers located 2020 Hampton Street, Columbia, South Carolina 29201. The location is accessible to persons with physical disabilities. If special arrangements need to be made to accommodate any resident in order for them to participate in the public hearing, including translation services, please contact the Community Development Office, Richland County Government, (803) 576 - 2230 or email at richardson.callison@richlandcountysc.gov, to make those arrangements, and any person who may have a hearing impediment, please contact 7-1-1 for the TTY/TTD relay.

The purpose of the public hearing is to present Richland County's FY 2025 Annual Action Plan. The County intends to submit its FY 2025 Annual Action Plan in the amount of \$1,755,995 in CDBG funds, \$792,557 in HOME funds, and \$151,031 in ESG funds. The FY 2025 Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development (HUD) on or before Friday, August 15, 2025.

In order to obtain the views of residents, public agencies and other interested parties, Richland County will place its FY 2025 Annual Action Plan on public display on Friday, June 13, 2025, through Monday, July 14, 2025, at the following locations:

**Richland County Government
Community Planning & Development Department
Community Development Division
2020 Hampton Street – Suite 3058**

Richland County's Website:

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

These documents will be available for public display during normal business hours of operation for a period of thirty (30) days until 4:00 PM on July 14, 2025. The FY 2025 Annual Action Plan will be submitted to the Richland County Council for approval at a regular scheduled County Council Meeting on July 15, 2025, at 6:00 PM.

The FY 2025 Annual Action Plan were prepared after conducting an initial public hearing on the housing and community development needs and meetings with the County staff and officials.

The following CDBG activities are proposed for funding under the FY 2025 Annual Action Plan:

FY 2025 CDBG Program –

• CDBG General Administration (20% cap)	=	\$ 351,199.00
• Public Service Activities (15% cap)	=	\$ 263,399.00
• Public Facility Improvements	=	\$ 691,397.00
• <u>Housing Rehabilitation</u>	=	\$ 450,000.00
Total CDBG	=	\$ 1,755,955.00

Total FY 2025 CDBG FUNDS FOR PROJECT ACTIVITIES = \$1,755,955.00



The

following activities are proposed for funding under the HOME Program for FY 2025:

FY 2025 HOME Program –

• HOME General Administration (10% cap)	=	\$ 79,255.78
• CHDO Set-Aside (15% min.)	=	\$ 118,883.66
• <u>Development of Affordable Housing</u>	=	<u>\$ 594,418.31</u>
Total HOME		\$ 792,557.75

TOTAL FY 2025 HOME FUNDS FOR PROJECT ACTIVITIES = \$ 792,557.75

The following activities are proposed for funding under the ESG Program for FY 2025:

FY 2025 ESG Program –

• ESG General Administration	=	\$ 11,327.33
• Rapid Re-Housing/Homeless Prevention/HMIS	=	\$ 49,085.08
• <u>Street Outreach/Emergency Shelter</u>	=	<u>\$ 90,618.60</u>
Total ESG		\$ 151,031.00

TOTAL FY 2025 ESG FUNDS FOR PROJECT ACTIVITIES = 151,031.00

If the County would undertake an activity that would result in the displacement of families or individuals, then the County would utilize its policy for minimizing such displacement. Furthermore, the County is responsible for replacing all low- and moderate-income housing units that may be demolished or converted as a result of CDBG funds.

All interested residents and other parties are encouraged to attend this public hearing and they will be given the opportunity to present oral or written testimony concerning the proposed use of Federal funds under the FY 2025 Annual Action Plan. Written or oral comments may be directed to Ms. Callison Richardson, Manager, Grants & Community Development Division, Richland County Government, Grants & Community Outreach Department, Community Development Division, 2020 Hampton St. Suite 3058, Columbia, SC 29204, (803) 576 - 2055 or via 711 for the hearing impaired or email at richardson.callison@richlandcountysc.gov.

Ms. Callison Richardson
Division Manager, Community Development & Grants
Grants Department
Richland County Government

Publish on: Friday, June 13, 2025
Proof of Publication Requested

Program Year 2025 CDBG, HOME & ESG Budgets for Richland County, SC

CDBG Funds	\$ 1,755,995.00
HOME Funds	\$ 792,557.75
ESG Funds	\$ 151,031.00
	\$ 2,699,583.75
1 - CDBG General Administration (20%)	\$ 351,199.00
2 - Housing Rehabilitation (Operation One Touch & CDBG Rehab)	\$ 450,000.00
3 - Public Facility Improvements	\$ 691,396.75
4 - Public Services (15%)	\$ 263,399.25
	\$ 1,755,995.00
5 - HOME General Administration (10%)	\$ 79,255.78
6 - CHDO Set-Aside (15%)	\$ 118,883.66
7 - Development of Affordable Housing	\$ 594,418.31
8 - Down Payment Assistance	\$0.00
	\$ 792,557.75
9 - ESG Administration (7.5%)	\$ 11,327.33
10 -Rapid Re-Housing/Homeless Prevention/HMIS	\$ 49,085.08
11 - Street Outreach/Emergency Shelter (< 60%)	\$ 90,618.60
	\$ 151,031.00

1 - CDBG General Administration: Funds will be used for the overall program administration, coordination, monitoring/evaluation, and public information associated with the preparation of the Annual Action Plan and the Consolidated Annual Performance and Evaluation Report (CAPER) and Fair Housing activities.

2 - Housing Rehabilitation: Funds will support two signature housing rehabilitation programs, Operation One Touch (OOT) and CDBG Rehab, along with Activity Delivery Costs (i.e. inspections, construction estimation, environmental reviews, oversight and compliance). *Available funds from prior years funds will also be used to support these programs.*

1) Operation One Touch (OOT) - OOT is the county's emergency housing rehab program which provides a 0% interest forgivable loan to assist with urgent minor home repair needs for income eligible homeowners in unincorporated Richland County for installation of roofs, soffit, gutters, electrical upgrades, plumbing, etc.

2) CDBG Rehab - CDBG Rehab is the County's Owner-Occupied Housing Rehab program that partners with qualified non-profit organizations to provide minor home repairs to eligible homeowners in unincorporated Richland County.

3 - Public Facility Improvements: Funds will assist with improvements to Public Facilities owned and occupied by nonprofit organizations in which public services to the LMI individuals/households and Presumed Benefit Populations are provided Monday through Friday during normal operating hours. Funds may be utilized for acquisition, rehabilitation, and other structural improvements critical to the provision of public services for facilities located in unincorporated Richland County or predominantly serving residents of unincorporated Richland County. Activity Delivery Costs and contingency funds are included in the allocation.

4 - Public Services: 15% of the CDBG award will be used to fund Public Services to the LMI Population and HUD-defined Presumed Benefit Groups in unincorporated Richland County by local nonprofits and Richland County Government.

5 - HOME General Administration - Funds will be used for the overall program administration, coordination, monitoring/evaluation, and public information associated with the preparation of the Annual Action Plan and Consolidated Annual Performance and Evaluation Report (CAPER).

6 - CHDO Set-Aside: HOME funds will be used to assist a CHDO to increase the number of affordable housing units in the HOME Consortium for owners and renters by assisting with acquisition, soft costs, construction, and rehabilitation.
7 - Development of Affordable Housing - HOME funds will be used to assist in the development of affordable housing in the HOME Consortium for owners and renters by assisting with acquisition, soft costs, construction, and rehabilitation. CDBG funds will be used to pay the program and activity delivery costs associated with implementing the HOME Program.
8 - Down Payment Assistance: Funds will be used for a first-time homebuyer program Richland County Homeownership Assistance Program (RCHAP) for county-wide LMI eligible households. No new funds will be allocated in Program Year 2024 to allow for remaining funds from previous years to be utilized
9 - ESG Administration: Funds will be used for the overall program administration, coordination, monitoring/evaluation, and public information associated with the ESG program.
10 - Rapid Re-Housing/Homeless Prevention/HMIS: Funds will be used for rapid re-housing, homeless prevention, and HMIS system.
11 - Street Outreach/Emergency Shelter: Funds will be used for operating expenses and essential services for shelters.

Proposed 2025 CDBG Public Facility Improvement Activities

Organization/Agency	Activity Description	Location	Proposed CDBG Award	Proposed Supplemental CDBG-CV Funding	Total Activity Allocations
United Way of the Midlands	WellPartners Dental and Eye Clinics Relocation to and upfit of space in the County's Family Services Center in addition to purchase of new equipment.	440 Columbia Mall Blvd. Columbia, SC 29223	\$500,000.00	\$0.00	\$400,000 Grant \$100,000 Loan <i>\$100k paid back at 0% interest over 10 years as CDBG Program Income for reinvestment in future eligible CDBG projects.</i>
The Free Medical Clinic	Renovations to support facility upgrades. County sharing ~30% of total project cost.	1875 Harden Street Columbia, SC 29204	\$100,000.00	\$0.00	\$100,000.00 Grant
Sistercare, Inc	Women's Shelter for DV Victims Renovations for increased safety and security	Shelter location in Richland County is confidential.	\$45,800.00 For safety lighting and flooring improvements	\$ 60,000.00 For three (3) HVAC replacements	\$105,800.00 Grant
Richland County First Steps	Early Head Start Center at Ridgewood MBC Renovations for increased safety and security	Ridgewood Missionary Baptist Church 5324 Ridgeway Street Columbia, SC 29203--0000	\$11,535.00 For security and fencing improvements	\$ 74,137.50 For six (6) windows & install of overhead canopy for outdoor play space	\$85,672.50 Grant
Richland County First Steps	Early Head Start Center at Virginia Wingard UMC Renovations for increased safety and security	Virginia Wingard United Methodist Church 1500 Broad River Road Columbia, SC 29210--7302	\$30,555.00 For new entry doors, upgrading security cameras, install security gate, painting.	\$53,857.50 For replacement of thirty-five (35) windows.	\$84,412.50 Grant
Contingency Funding for 2025 CDBG Projects	Funding for contingency needs with any of the five projects. Unused funds will be reallocated to other eligible CDBG programs (Operation One Touch, Affordable Rental Housing Development).		\$3,507.00 **\$205,000 in 2024 CDBG funds also available as needed.	\$0.00	\$3,507.00 **\$205,000 in 2024 CDBG funds also available as needed.
	TOTALS:		CDBG \$691,397.00	CDBG-CV \$187,995.00	\$879,392.00

Project Descriptions:

United Way of the Midlands | WellPartners Dental and Eye Clinics - *6,000 Low/Mod patients served annually* -- Staff recommends \$500,000 to support the relocation of WellPartners Dental and Eye Clinics from the County Administration Building to the Family Services Center. \$100,000.00 of the funds will be repaid to the County's CDBG Program at 0% interest over 10 years following project completion. This project will involve the careful uninstalling, transporting, and reinstalling of specialized dental and eye care equipment to ensure safe and effective operation in the new space. In addition, the clinics require the installation of audio/visual (A/V) equipment to enhance patient education and staff training capabilities. Funding will also cover the installation of vacuum and air lines necessary for the proper functioning of dental areas, ensuring compliance with clinical safety standards. As part of the relocation, WellPartners will need to purchase and install new medical equipment to replace outdated or non-transferable items, improving service quality and expanding care options. These improvements are essential to maintaining continuity of care and minimizing disruptions for the vulnerable, uninsured, and underinsured populations the clinics serve. Overall, this project will strengthen WellPartners' ability to deliver high-quality, accessible dental and eye care to the community.

The Free Medical Clinic | Renovations to Support Facility Upgrades – *1,800 Low/Mod patients served annually (30% are from unincorporated Richland County)*. Staff recommends \$100,000 of CDBG funding to be applied to hard construction costs, including the installation of new plumbing systems, updated millwork, energy-efficient windows, durable doors, and modern countertops. The County's investment covers 30% of total project cost in line with the current clients served being 30% unincorporated County residents. The Clinic launched expanded telemedicine services in June 2025 through Richland Library countywide with dedicated outreach to increase access for unincorporated residents. These improvements will enhance the functionality, accessibility, and overall safety of the clinic, creating a more comfortable and welcoming space for patients who rely on free, high-quality medical services.

Sistercare, Inc. | Increased Safety and Security Project – *150 women served annually* - Staff recommends \$45,800 in CDBG funding and \$60,000 in CDBG-CV funding to provide critical safety and security upgrades to its Richland County Emergency Shelter for Domestic Violence Survivors and their families. Project includes: increasing the number of security cameras and improving outdoor lighting, replaced of three (3) new HVAC units, removal of old carpets and replacement of new flooring in damaged areas.

Richland County First Steps | Early Head Start Center at Ridgewood Missionary Baptist Church – *23 LMI children (infant to age 5) served annually* – Staff recommends \$11,535 in CDBG funding and \$52,739 in CDBG-CV funding to enhance the health, safety, and learning environment of the child development center facility by improving indoor air quality, expanding outdoor learning opportunities, and improving safety of the facility. The project will involve: 1) the replacement of six existing fixed windows with operable hopper windows in child-care classrooms, 2) installation of a durable aluminum walkway cover to create a dedicated outdoor gross-motor learning area for infants and toddlers, and 3) installation of safety lock mechanism on existing fencing around facility.

Richland County First Steps | Early head Start Center at Virginia Wingard United Methodist Church – *57 LMI children (infant to age 5) served annually* - Staff recommends \$30,555 in CDBG funding and \$31,648 in CDBG-CV funding to provide critical safety and security upgrades of the childcare facility. The project will involve: replacement of thirty-five (35) non-functioning windows, installation of a security gate separating the child development center from an upstairs soup kitchen for the unhoused, replacement of primary entry door with upgraded security, and additional cameras to add onto existing security system.

Proposed 2025 Public Service Activities | Funding for October 1, 2025 – September 30, 2026

Organization/Agency	Project Name & Brief Description	Proposed Award
Able South Carolina	Independent Living Support Program for Adults with Disability (Ages 13-28)	\$20,000.00
Brookland Center for Community Economic Change	Pilot Program: Opening the Door toward Achieving and Sustaining Homeownership	\$53,399.00
Columbia Housing Authority	Building Bridges to Housing Initiative	\$50,000.00
Homeless No More	Life Skills for Homeless Families	\$60,000.00
Latino Communications Development Corporation	Food for Your Heart & Advancing Your Finances	\$40,000.00
Midlands Fatherhood Coalition	Expanding to Provide Economic Mobility, Education and Employment Services	\$30,000.00
Richland County Sheriff's Department	Project HOPE – Window units and fans for Seniors in unincorporated Richland County.	\$10,000.00
	TOTAL <i>Public Service funding allocation in the PY25 Annual Action Plan</i>	\$263,399.00 (Meets 15% CDBG Cap)

Project Descriptions:

Able South Carolina | Building Disability Access in Richland County – *Serving 150 Adults with Disability*- Staff recommends \$20,000 in programmatic support for Able South Carolina to expand its Independent Living services. The enhanced program will empower individuals with disabilities through personalized goal setting, skills training, employment assistance, and peer mentoring. It will also improve access to essential resources like housing, transportation, education, and healthcare, helping participants achieve greater self-sufficiency and community inclusion.

Brookland Center for Community Economic Change | Pilot Program: Opening the Door toward Achieving and Sustaining Homeownership – *Serving 250 LMI Individuals* - Staff recommends \$53,399.00 in programmatic support for Brookland Center for Community Economic Change to support 340 individuals by providing comprehensive services that promote financial stability and long-term self-sufficiency. Through personalized case management, participants will receive tailored support to address barriers that hinder their ability to build savings and achieve economic security. The program will also offer direct financial assistance to help offset critical expenses that often prevent low-income individuals from saving or advancing toward their financial goals.

ATTACHMENT III | CDBG Public Facility Improvement and Public Service Activities

Columbia Housing Authority | Building Bridges to Housing Initiative – *Serving 40 LMI and homeless households* - Staff recommends \$50,000 in programmatic support to assist households experiencing homelessness or at risk of becoming homelessness who have received Housing Choice or Foster Youth to Independence (FYI) Vouchers. The program will help overcome financial barriers like security deposits and utility fees and provide support services such as housing search assistance, landlord engagement, financial counseling, and tenant education. Participants also receive referrals to employment, healthcare, and other resources that will further promote stability and self-sufficiency, increasing successful voucher use and reducing the risk of recurring homelessness.

Homeless No More | Life Skills for Homeless Families - *Serving 120 homeless adults and children* - Staff recommends \$60,000.00 in programmatic support for Homeless No More to enhance life skills programs, aiding families in crisis beyond housing assistance. The focus is on keeping families together, addressing their specific needs, and striving to break the cycle of generational poverty, while case management and training are provided. The expanded programming will offer practical, hands-on training in areas such as financial management, employment readiness, parenting, and health education to equip participants with the essential tools needed for self-sufficiency.

Latino Communications Development Corporation | Food for Your Heart & Advancing Your Finances – *Serving 850 LMI Individuals* - Staff recommends \$40,000 in programmatic support for two essential services that promote stability and well-being. The first provides 30–35 pounds of fresh, nutritious food to families, addressing food insecurity and access to healthy meal options. The second offers personalized housing counseling, with a focus on assisting households facing language barriers, helping them navigate housing processes and secure stable, affordable homes.

Midlands Fatherhood Coalition | Expanding to Provide Economic Mobility, Education and Employment Services – *Serving 35 LMI Individuals* - Staff is recommending \$30,000 in programmatic support for services to empower fathers by providing them with the essential skills and resources needed to strengthen their roles as parents and contributors to their families and communities. The program will focus on teaching parenting skills, fostering healthy relationship habits, and promoting overall well-being through the development of healthy lifestyles. Additionally, the initiative will support fathers in achieving economic stability by offering training in financial literacy, economic mobility strategies, and workplace development, with the goal of securing sustainable job placement.

Richland County Sheriff's Department | Project HOPE – *Serving 200 Seniors* - Staff is recommending \$10,000 in programmatic support for the Richland County Sheriff's Department which aims to expand the seasonal distribution of box fans and window air conditioning units to better support individuals and families facing extreme heat conditions. By increasing the availability of these essential cooling resources, the program will help protect vulnerable populations, including low-income households, seniors, and individuals with health conditions that can be worsened by high temperatures.



RICHLAND COUNTY, SOUTH CAROLINA

2020 Hampton Street
Columbia, SC 29201

FY 2025 Annual Action Plan

*For Submission to HUD for the
Community Development Block Grant, HOME Investment
Partnership, and Emergency Solutions Grant Programs*

July 15, 2025

Honorable Jesica Mackey
Chair, County of Richland Council



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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Established in 1785, Richland County is the county seat of South Carolina and is home to over 425,000 residents. Originally centered around agriculture (Richland County is named after the rich farming land used to support large indigo and cotton crops), Richland County is now the third-most populous county in South Carolina and is home to the military community at Fort Jackson, well-regarded educational institutions, and state-of-the-art hospital systems.

According to the 2019-2023 American Community Survey, 41.27% of the County population is White and 47.32% of the population is Black or African American. The County also has a notable and growing Hispanic or Latino community which makes up 6.29% of the population. 16.9% of the County population is in poverty while the median household income of \$61,699 is similar but smaller than the Statewide median income of \$66,818. Over half of all County residents live in unincorporated areas.

Richland County became a federal entitlement program grantee in 2002. As an entitlement grantee, Richland County receives an annual share of federal Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) funds authorized under Title I of the Housing and Community Development Act of 1974, as amended.

The Richland County Community Development Division of the Grants and Community Outreach Department is responsible for administering CDBG, HOME, and ESG grants for unincorporated areas of the County:

- Community Development Block Grant (CDBG);

- HOME Investment Partnership (HOME); and
- Emergency Solutions Grant (ESG)

The Annual Action Plan is a guide to how the County will allocate its resources for specific activities that support Richland County's Five-Year Consolidated Goals and Strategies. This is the fourth (4th) Annual Action Plan of the FY 2022-2026 Five Year Consolidated Plan. In compliance with HUD regulations, the FY 2025 Annual Action Plan for the period of October 1, 2025 through September 30, 2026. This Annual Action Plan is a strategic plan for the implementation of the County's Federal Programs for housing, community, and economic development.

The FY 2025 Annual Action Plan outlines the actions to be undertaken in Fiscal Year 2025 with the Federal resources received by Richland County. The CDBG Program and activities outlined in this FY 2025 Annual Action Plan will principally benefit low- and moderate-income persons and funding has been targeted to neighborhoods home to the highest percentage of low- and moderate-income residents. The County's previous performance under the CDBG Program was discussed at the First Public Hearings. The Annual Action Plan does not incorporate the Public Housing Comprehensive Grant (Comp Grant) process into the consolidated planning and application process but does require the participation of the public housing authority in the development of the plan.

The FY 2022-2026 Five-Year Consolidated Plan established the County's goals for the next five (5) year period and outlines the specific initiatives the County will undertake to address its needs and objectives by promoting the rehabilitation and construction of decent, safe and sanitary housing, creating a suitable living environment, removing slums and blighting conditions, promoting fair housing, improving public services, expanding economic opportunities, and principally benefitting low- and moderate-income persons.

The Columbia Housing Authority is the designated Housing Authority for Richland County.

Available Funds:

During the FY 2025 Program Year, Richland County, SC will receive the following Federal funds:

- CDBG: \$1,755,995.00
- HOME: \$ 792,557.75
- ESG: \$ 151,031.00
- **Total: \$2,699,583.75**

FY 2025 CDBG, HOME, and ESG Budget:

Richland County proposes to undertake the following activities with the FY 2025 CDBG Grant, CDBG Program Income, HOME Grant, HOME Program Income, and ESG Program:

FY 2025 CDBG Budget:

- **CDBG General Administration (20% cap).....\$ 351,199.00**
- **Housing Rehabilitation.....\$ 450,000.00**
- **Public Facility Improvements.....\$ 691,396.00**
- **Public Service (15% cap).....\$ 263,399.00**
- **Total CDBG.....\$1,755,995.00**

FY 2025 HOME Budget:

- **HOME General Administration (10% cap).....\$ 79,255.78**
- **CHDO Set-Aside (15% Requirement).....\$ 118,883.66**
- **Development of Affordable Housing.....\$ 594,418.31**
- **Total HOME.....\$ 792,557.75**

FY 2025 ESG Budget:

- **ESG General Administration.....\$ 11,360.10**
- **Rapid Rehousing/Homeless Prevention/HMIS.....\$ 49,227.10**
- **Street Outreach/Emergency Shelter (35%).....\$ 90,880.80**
- **Total ESG.....\$ 151,031.00**

Maps:

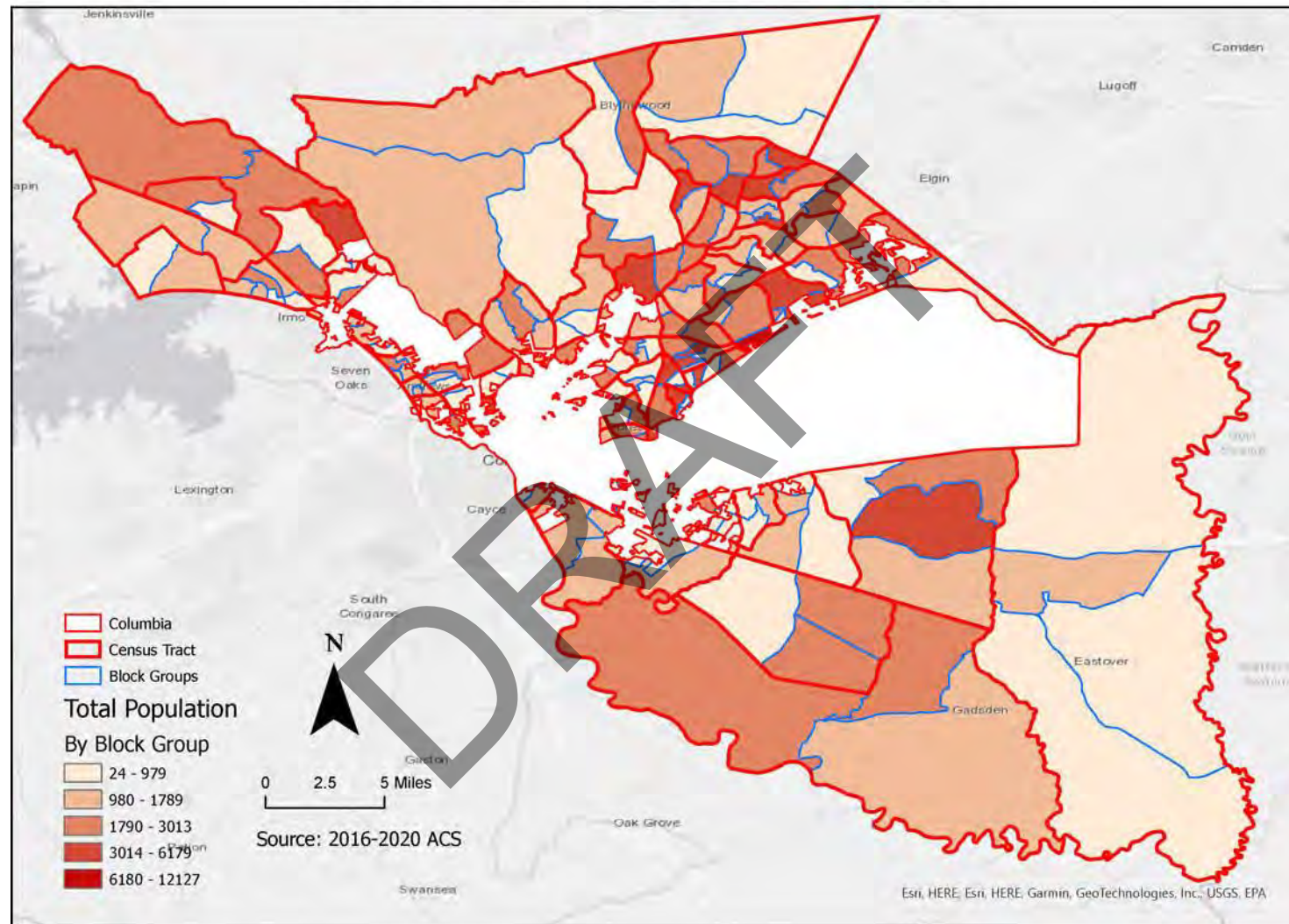
The following maps illustrate the demographic characteristics of Richland County:

- Total Population by Block Group
- Total Population Age 65+ by Block Group
- Percent Population Age 65+ by Block Group
- Percent White Population by Block Group
- Percent Minority Population by Block Group
- Number of Housing Units by Block Group
- Percent Owner-Occupied Housing Units by Block Group
- Percent Renter-Occupied Housing Units by Block Group

- Percent Vacant Housing Units by Block Group
- Low/Moderate Income Percentage by Block Group
- Low/Moderate Income with Minority Percentage by Block Group
- Percent Households with Income Below Poverty Level by Block Group

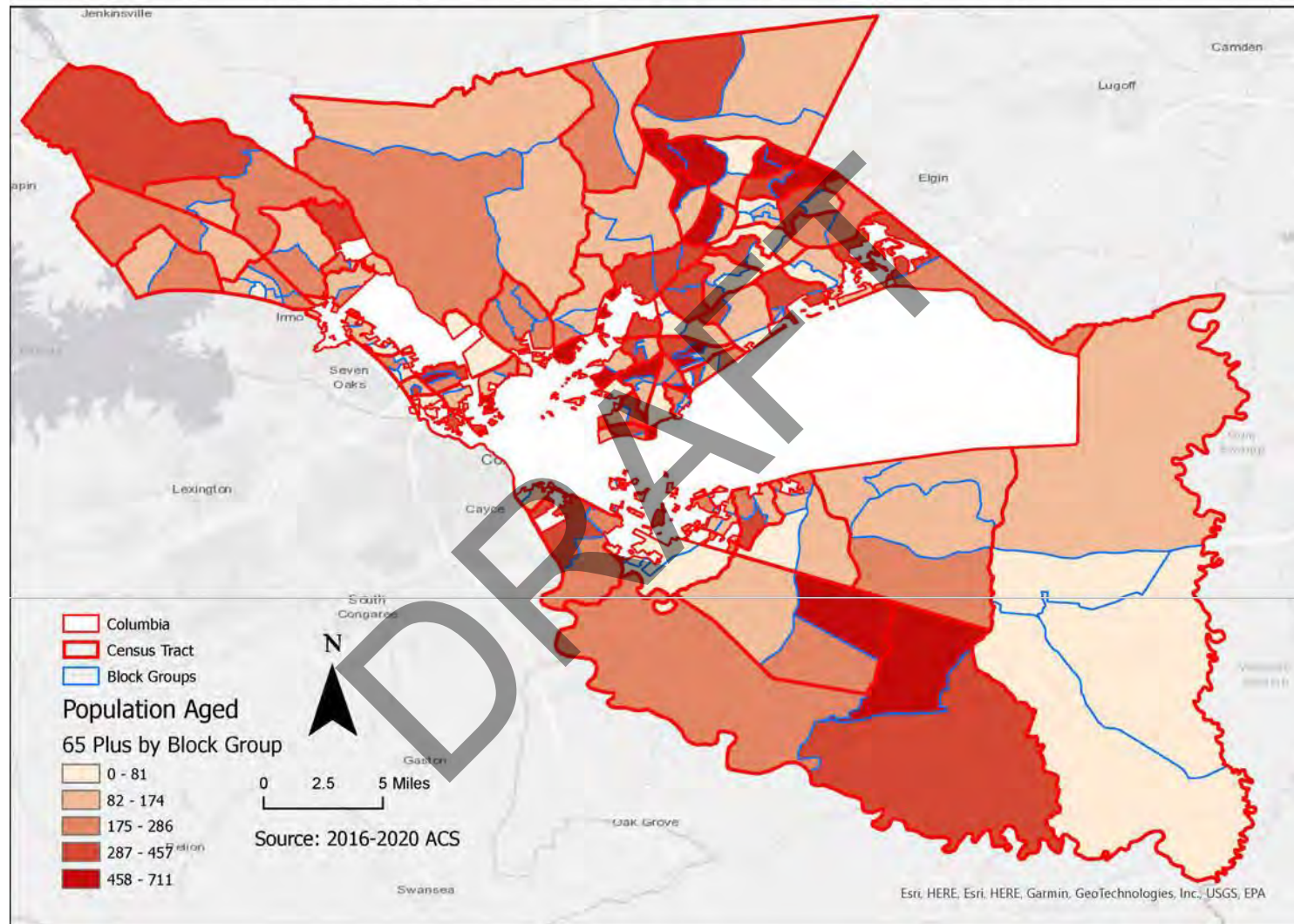
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Population By Block Group, Richland County, SC



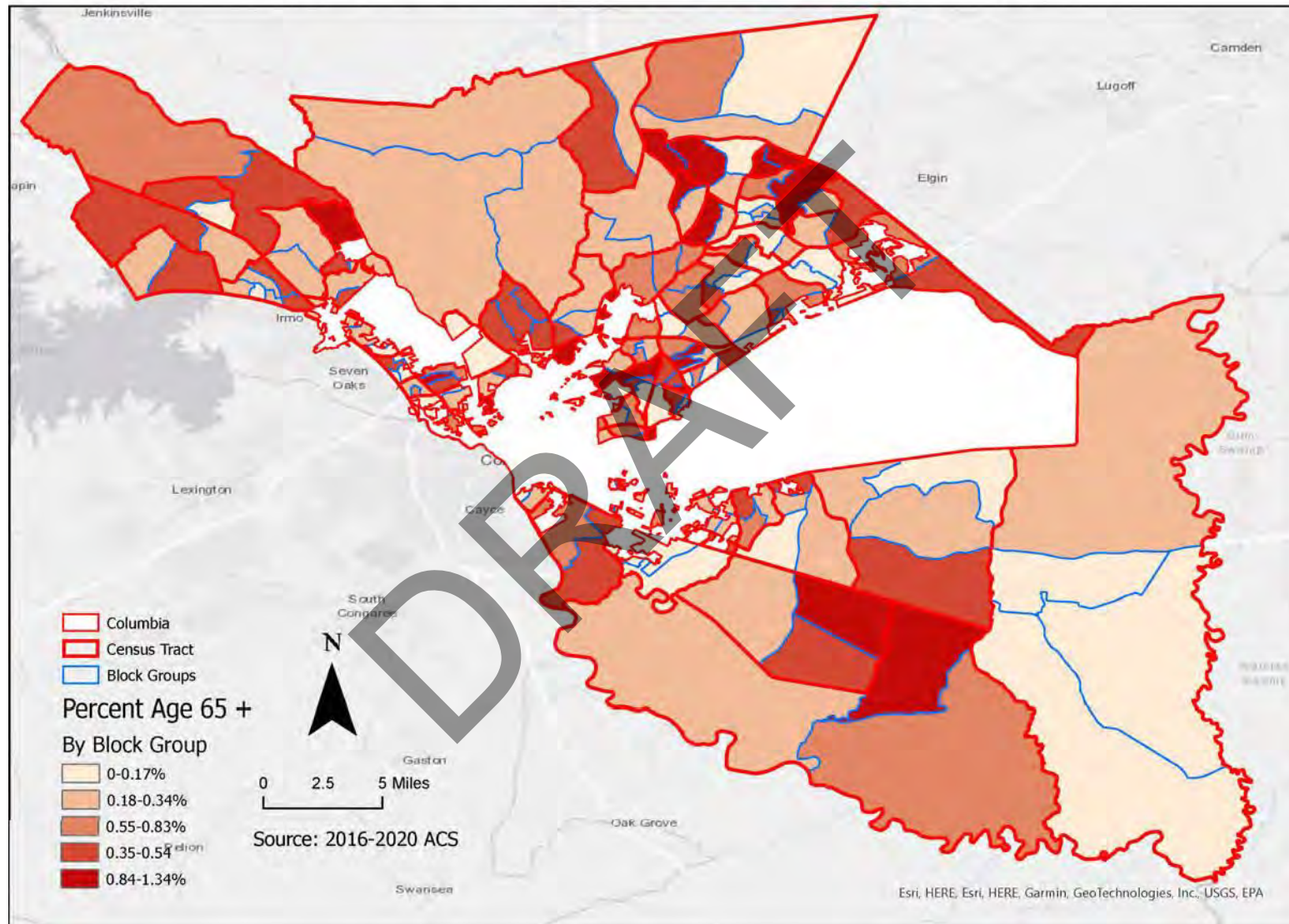
Total Population by Block Group

Population Aged 65 + By Block Group, Richland County, SC



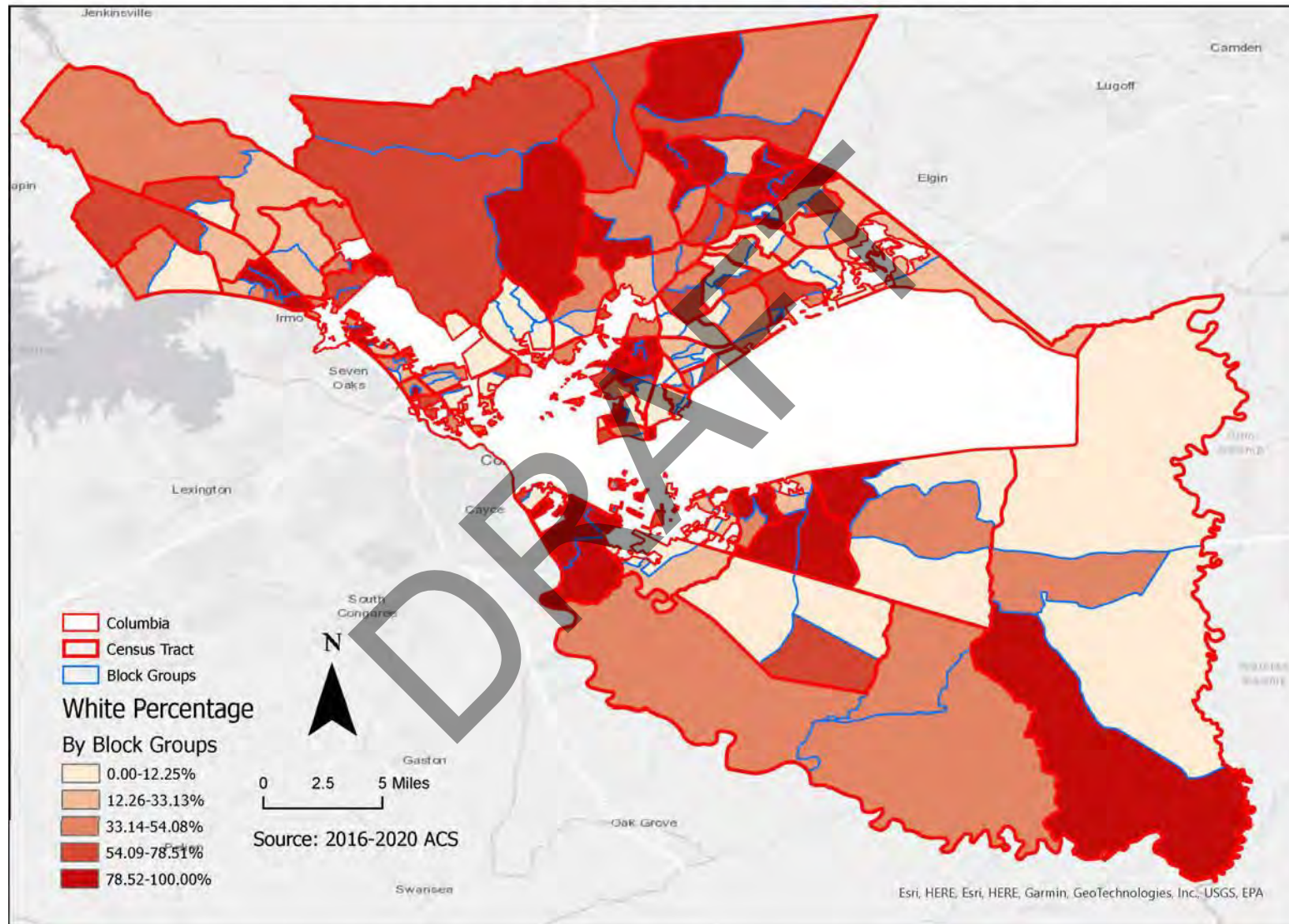
Total Population Age 65+ by Block Group

Percent Aged 65 + By Block Group, Richland County, SC



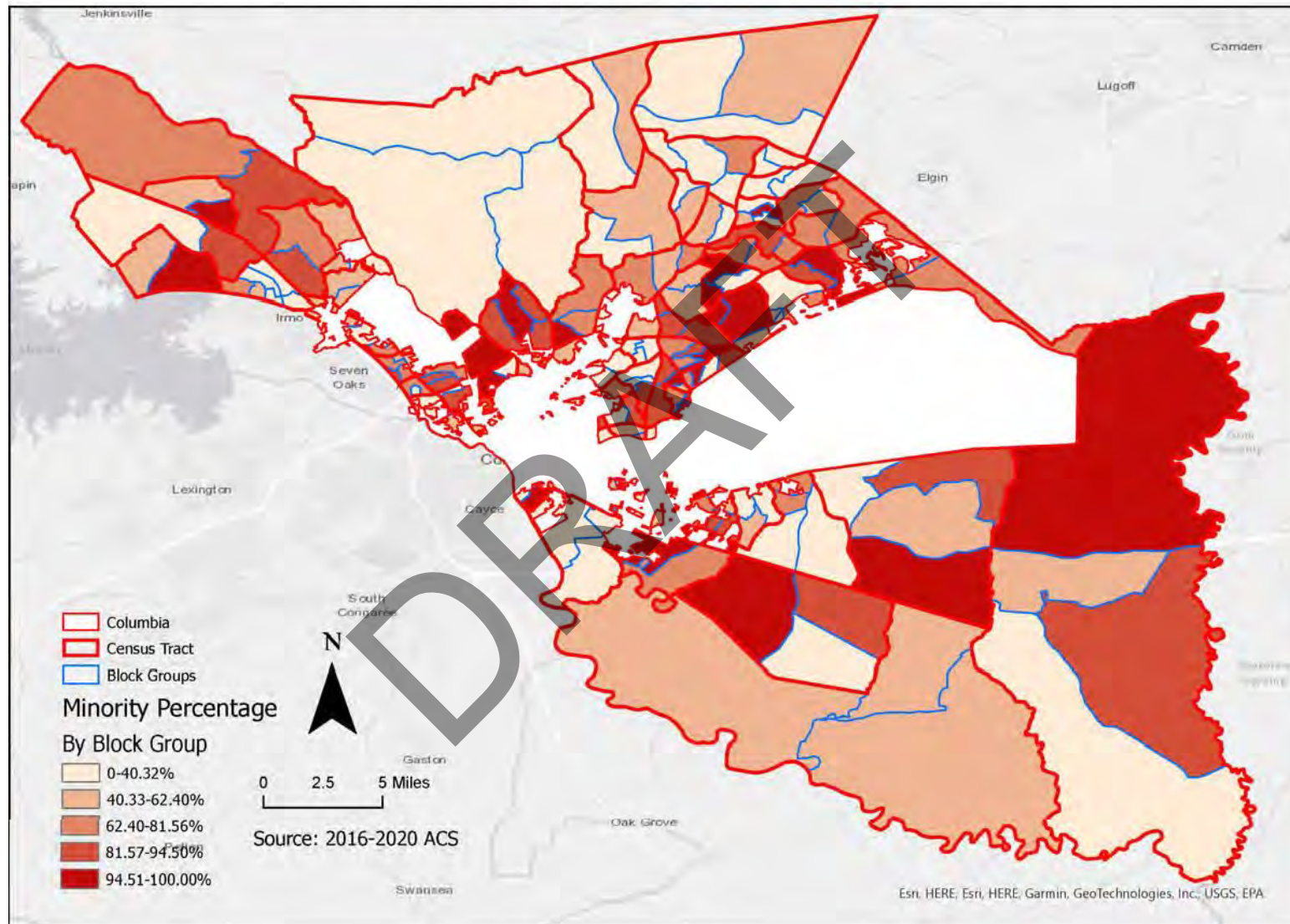
Percent Population Age 65+ by Block Group

White Population By Block Group, Richland County, SC



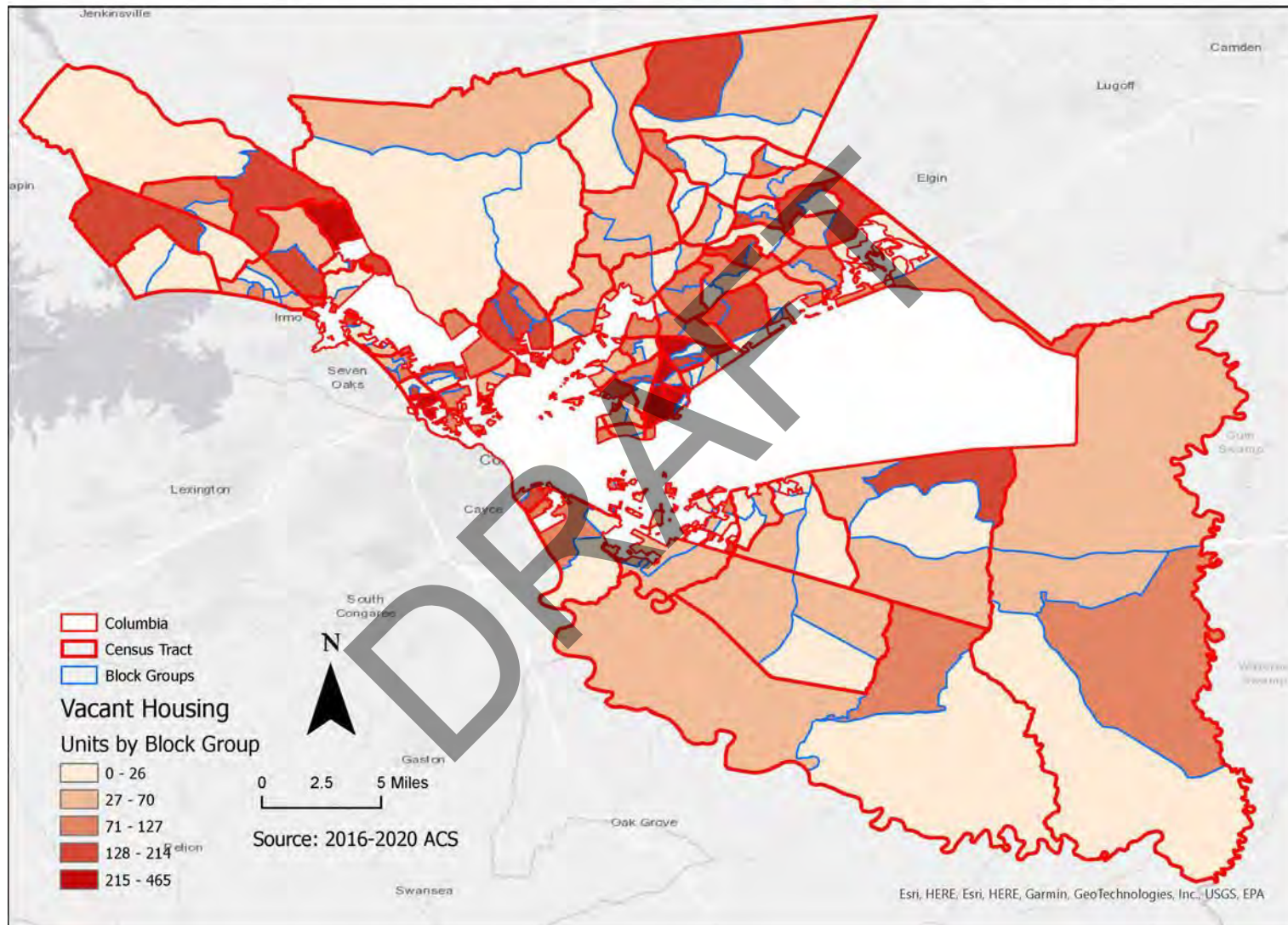
Percent White Population by Block Group

Minority Population By Block Group, Richland County, SC



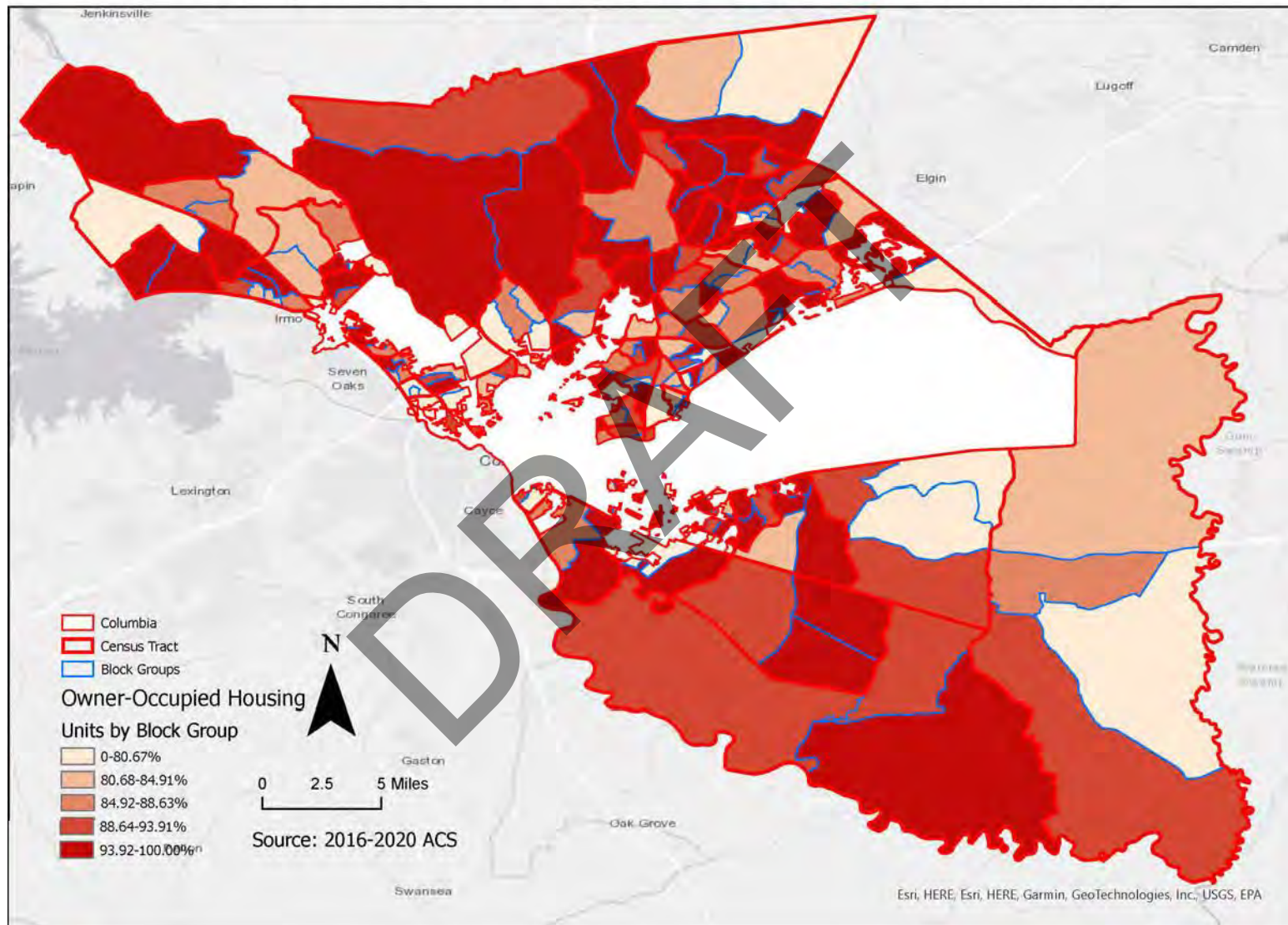
Percent Minority Population by Block Group

Number of Housing Units By Block Group, Richland County, SC



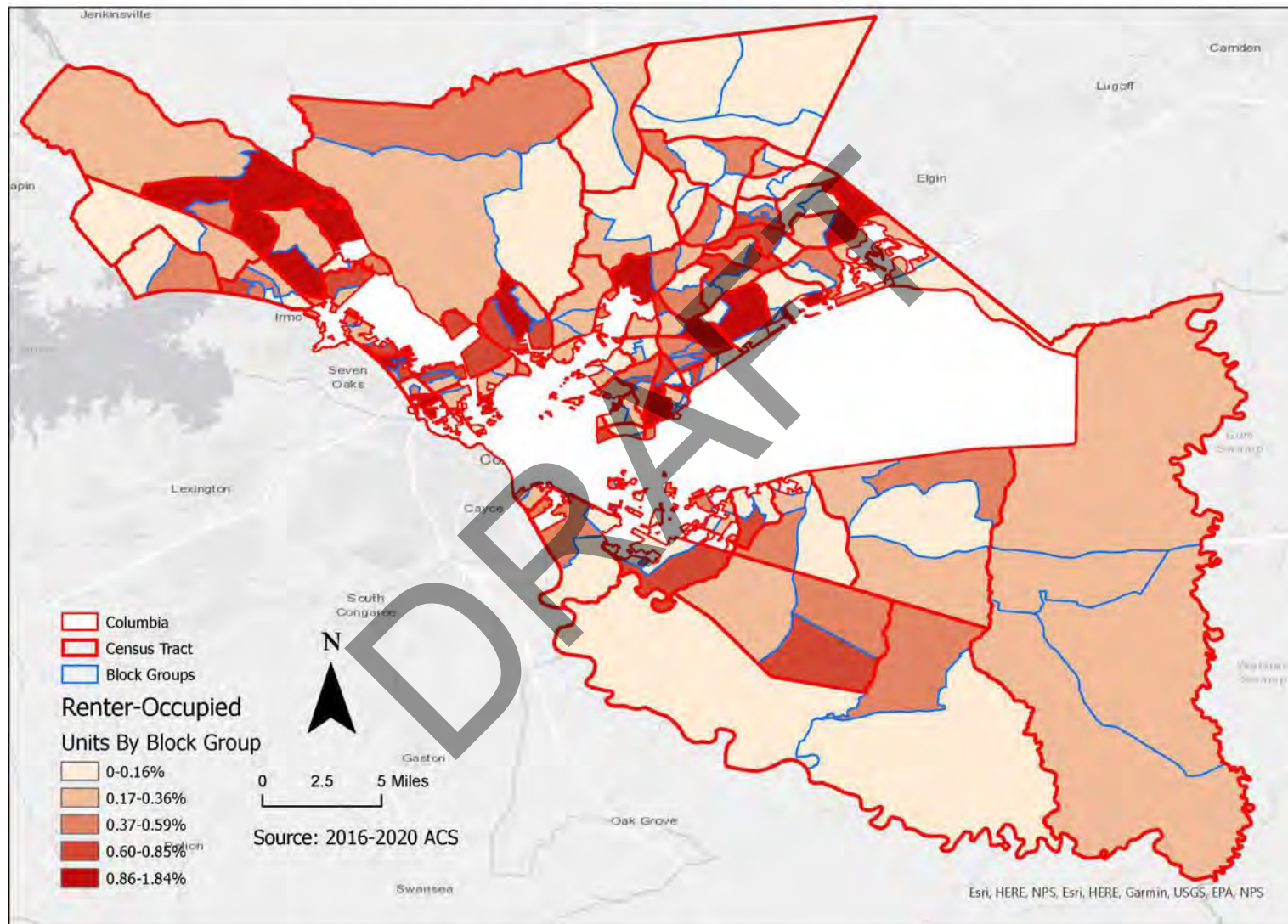
Number of Housing Units by Block Group

Percent Owner-Occupied By Block Group, Richland County, SC



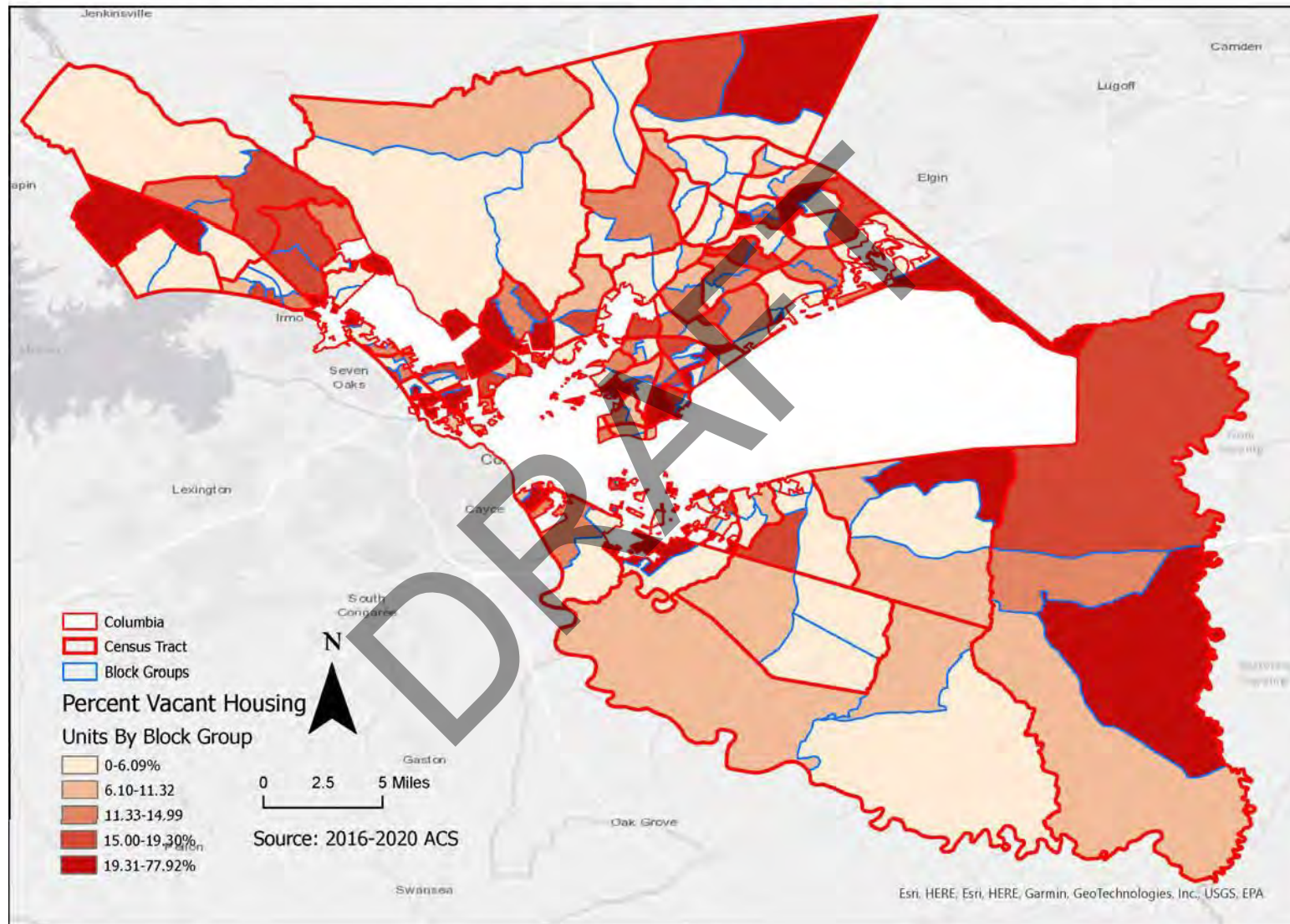
Percent Owner-Occupied Housing Units by Block Group

Renter-Occupied Housing Units By Block Group, Richland County, SC

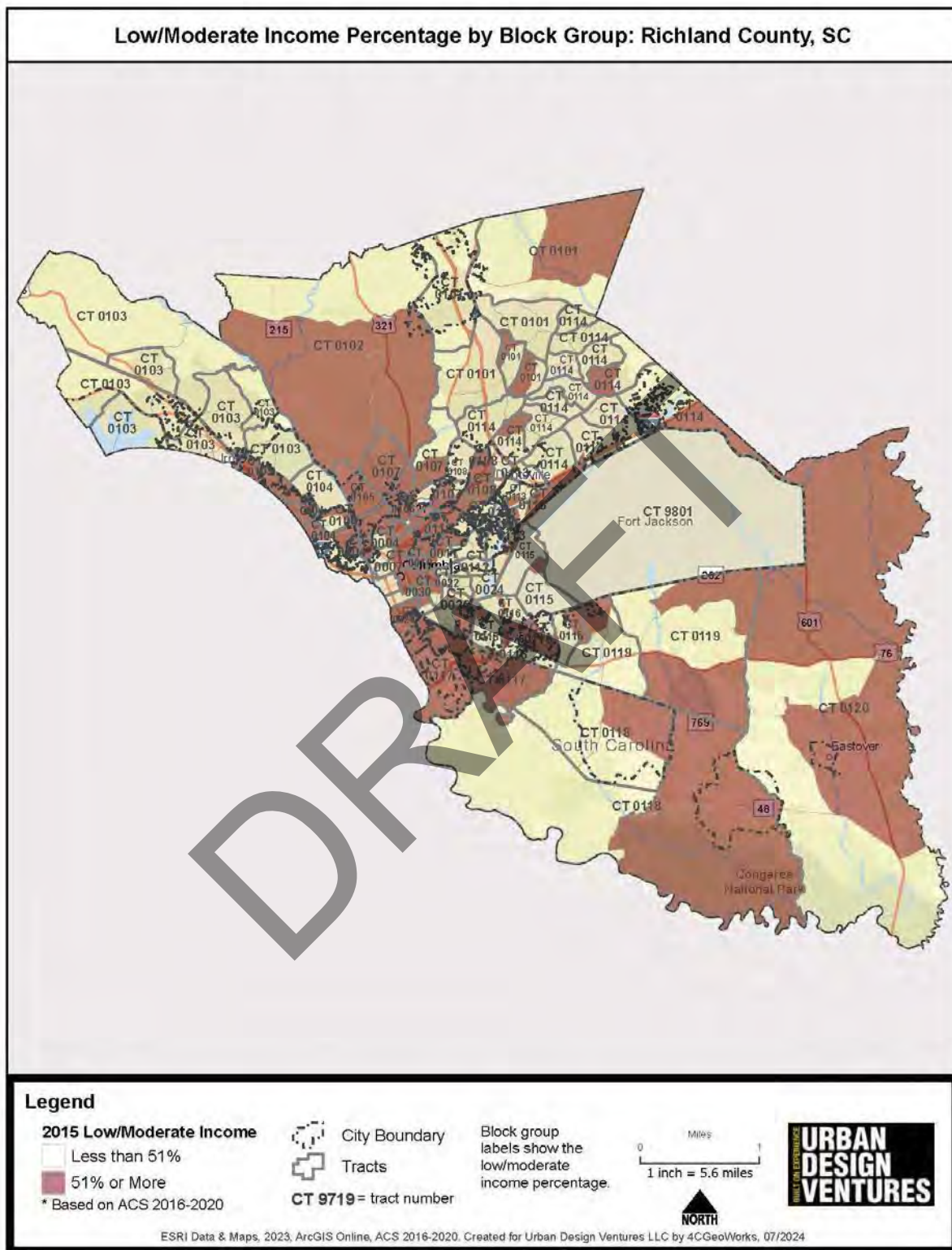


Percent Renter-Occupied Housing Units by Block Group

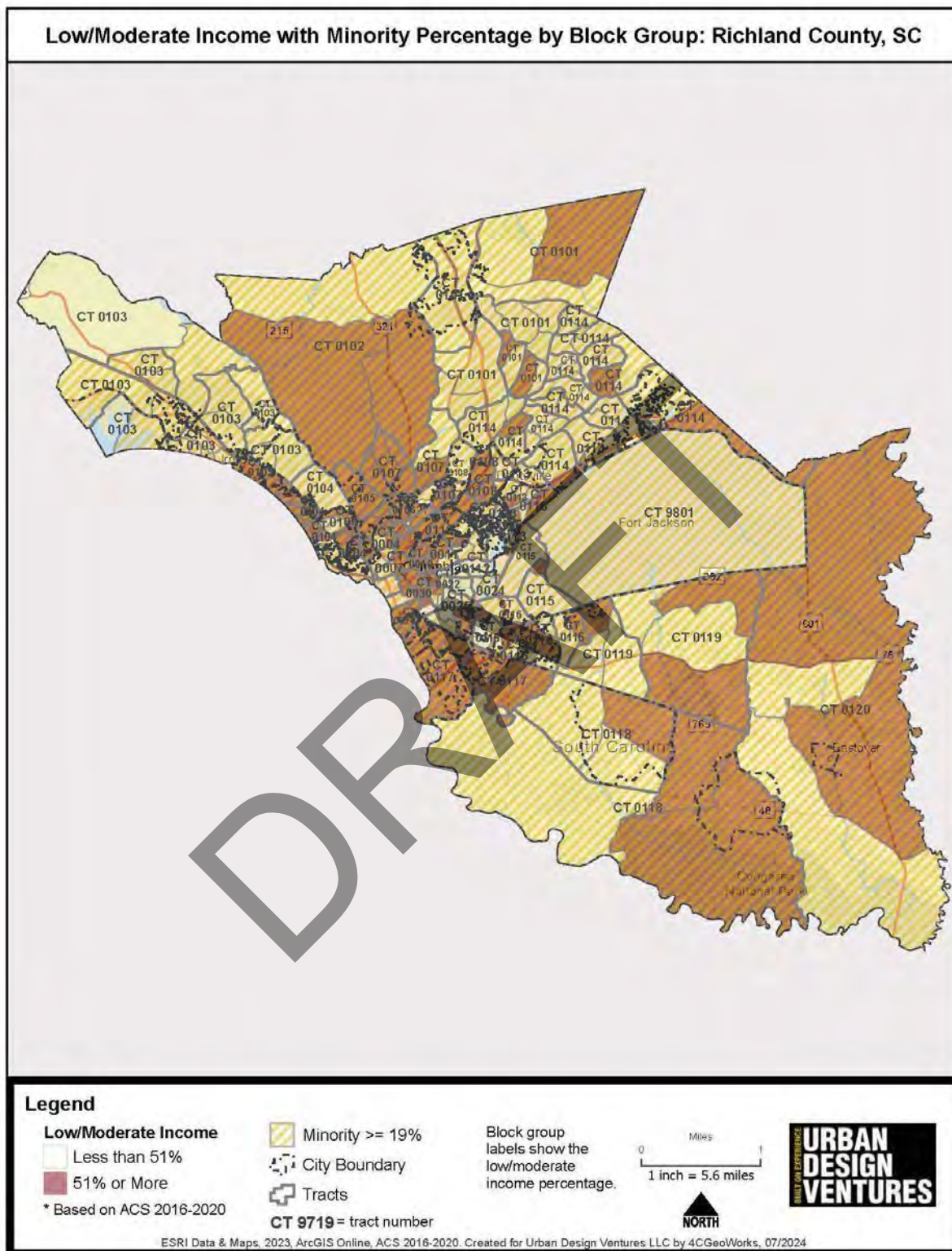
Percent Vacant Housing Units By Block Group, Richland County, SC



Percent Vacant Housing Units by Block Group



Low/Moderate Income Percentage by Block Group



Low/Moderate Income with Minority Percentage by Block Group



2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

During the FY 2025 Program Year, Richland County proposed to address the following strategies, priority needs, objectives, and goals that have been identified in its FY 2022-2026 Five Year Consolidated Plan:

Housing Strategy - (High Priority)

Priority Need: There is a need to increase the supply of affordable housing for homeowners and renters, that is decent, safe and sanitary.

Objective: Improve, preserve, and expand the supply of affordable housing for low- and moderate-income persons and families.

Goals:

- **HSG-1 Homeownership** - Continue to assist low- and moderate-income potential homebuyers to purchase homes through down payment assistance, closing cost assistance, housing rehabilitation assistance and required housing counseling training.
- **HSG-2 Owner-occupied Housing Rehabilitation** - Conserve and rehabilitate existing affordable housing units occupied by low- and moderate-income homeowners in the community by providing financial assistance to addressing code violations, emergency repairs, energy efficiency improvements, and accessibility for persons with disabilities.
- **HSG-3 Housing Construction/Rehabilitation** - Increase the supply of decent, safe and sanitary, and accessible housing that is affordable to both owners and renters in the County by assisting with acquisition, site improvements, development fees, new construction and rehabilitation of vacant buildings.
- **HSG-4 Renter-occupied Rehabilitation** - Provide financial assistance to landlords to rehabilitate affordable housing units for that are rented to low- and moderate-income tenants.
- **HSG-5 Fair Housing** - Promote fair housing choice through education, training and outreach to affirmatively furthering fair housing throughout the County.

Homeless Strategy - (High Priority)

Priority Need: There is a continuing need for services and housing opportunities for homeless persons and persons/families at-risk of becoming homeless.

Objective: Work with community partners to improve the living conditions and support services available for homeless persons, families, and those who are at risk of becoming homeless.

Goals:

- **HMS-1 Operation/Support** - Financially assist providers to operate housing and support services for the homeless and persons at-risk of becoming homeless.
- **HMS-2 Prevention and Re-Housing** - Continue to support the prevention of homelessness through anti-eviction activities and programs for rapid re-housing.
- **HMS-3 Housing** - Support the rehabilitation of, including accessibility improvements, for emergency shelters, transitional housing, and permanent housing for the homeless.
- **HMS-4 Continuum of Care** - Support the local Continuum of Care's (CoC) efforts to provide emergency shelter and permanent supportive housing to persons and families who are homeless or who are at risk of becoming homeless.
- **HMS-5 Permanent Housing** - Promote the development of permanent supportive housing for homeless individuals and families.

Other Special Needs Strategy - (High Priority)

Priority Need: There is a need to increase housing opportunities, services, and facilities for persons with special needs.

Objective: Improve the living conditions and services for those residents with special needs, including the disabled population.

Goals:

- **SNS-1 Housing** - Increase the supply of affordable housing that is accessible, decent, safe, and sanitary for the elderly, persons with disabilities, persons with developmental disabilities, persons with HIV/AIDS, victims of domestic violence, persons recovering from alcohol/drug dependency, and persons with other special needs, through rehabilitation of existing buildings and new construction of housing.
- **SNS-2 Social Services** - Support social service programs and facilities for the elderly, persons with disabilities, persons with developmental disabilities, persons with HIV/AIDS, victims of domestic violence, victims of sexual assault, victims of human trafficking, persons recovering from alcohol/drug dependency, persons recently leaving incarceration, and persons with other special needs.
- **SNS-3 Accessibility** - Improve the accessibility of owner-occupied housing through rehabilitation and support/improve renter occupied housing by making reasonable accommodations for the physically disabled by removing architectural barriers.

Community Development Strategy - (High Priority)

Priority Need: There is a continuing need to upgrade and improve community facilities, infrastructure, public services and revitalize socially and economically distressed neighborhoods in the County.

Objective: Improve the community facilities, infrastructure, public services, public safety, and transportation, along with the elimination of blighting influences in the County.

Goals:

- **CDS-1 Community Facilities** - Improve parks, recreational facilities, neighborhood facilities, trails and libraries including accessibility improvements to public buildings and all community facilities in the County.
- **CDS-2 Infrastructure** - Improve the public infrastructure through rehabilitation, reconstruction, and new construction of streets; sidewalks; bridges; curbs; share the road and segmented multiuse pathways; storm water management; water system improvements; sanitary sewer system; lighting enhancements; broadband infrastructure; handicap accessibility improvements and removal of architectural barriers.
- **CDS-3 Accessibility Improvements** - Improve the physical and visual accessibility of community facilities, infrastructure, and public buildings.
- **CDS-4 Food Programs** - Provide assistance for food and nutritional programs to address the needs of unemployed, underemployed, and homeless.
- **CDS-5 Public Services** - Improve and enhance public services, programs for youth, the elderly, and persons with disabilities, along with general social/welfare public service programs for low- and moderate-income persons and households.
- **CDS-6 Public Safety** - Improve public safety facilities for fire protection, purchase of new fire equipment, crime prevention, and ability to respond to emergency health and safety situations.
- **CDS-7 Clearance/Demolition** - Remove and eliminate slum and blighting conditions through the demolition of vacant, abandoned and dilapidated structures on a spot basis and/or area-wide basis.
- **CDS-8 Revitalization** - Promote neighborhood revitalization in strategic areas of the County through acquisition, demolition, rehabilitation, code enforcement, infrastructure improvements, new housing construction, public and community facilities improvements, etc.

Economic Development Strategy - (High Priority)

Priority Need: There is a need to increase opportunities for economic advancement and self-sufficiency, as well as educational (social/life skills) training and empowerment for all residents of the County.

Objective: Improve and expand employment opportunities in the County for low- and moderate-income persons and families.

Goals:

- **EDS-1 Employment** - Support and encourage new job creation, job retention, workforce development, employment, and job training services for the unemployed and underemployed persons, as well as entrepreneurship and small business development.

- **EDS-2 Financial Incentives/Assistance** - Support and encourage new economic development through local, state, and Federal tax incentives and programs such as Tax Incremental Financing (TIF), real property tax rebate program, Community Development Block Grant and HOME Partnership Program Funds, Section 108 Loan Guarantees, Economic Development Initiative (EDI) funds, Opportunity Zones, New Market Tax Credits, including technical assistance programs and low interest loans, etc.
- **EDS-3 Redevelopment Programs** - Plan and promote the development, redevelopment, and revitalization of economically distressed areas of the County, including vacant and underutilized commercial and industrial sites including underutilized brownfield sites.

Administration, Planning, and Management Strategy - (High Priority)

Priority Need: There is a need for planning, administration, management, and oversight of Federal, State, and local funded programs to address the housing and community and economic development needs.

Objective: Provide sound and professional planning, administration, oversight and management of Federal, State, and local funded programs and activities.

Goals:

- **AMS-1 Overall Coordination** - Provide program management and oversight for the successful administration of Federal, State, and locally funded programs, including planning services for special studies, annual action plans, five-year consolidated plans, substantial amendments, consolidated annual performance and evaluation reports (CAPER), environmental reviews (ERR) and Section 106 clearances (SHPO), fair housing, and compliance with all Federal, State, and local laws and regulations.
- **AMS-2 Special Studies/Management** - Promote new development by providing funds to assist with the preparation of special studies, plans, and management activities related to these activities.
- **AMS-3 Fair Housing** - Provide funds for training, education, outreach, and monitoring to affirmatively further fair housing in the County.

3. Evaluation of past performance

Each year the County prepares its Consolidated Annual Performance and Evaluation Report (CAPER). This report is submitted within ninety (90) days after the start of the new program year. Copies of the CAPER are available for review at the Richland County Office of Community Development website:

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

The FY 2023 CAPER, which was the second CAPER for the FY 2022-2026 Five-Year Consolidated Plan, was submitted in IDIS and approved by HUD. In the FY 2023 CAPER, Richland County expended 100% of its CDBG funds to benefit low- and moderate-income persons. The County expended 15% of its funds during the FY 2023 CAPER period on public service, which is at the statutory maximum of 15%. The County expended 20% of its funds during this CAPER period on Planning and Administration, which is at the statutory maximum of 20%. The County was under its required 1.5 maximum drawdown ratio with a drawdown ratio of 1.47.

Richland County met its HOME Match requirements for the FY 2023 Program. Richland County has an excess of matching funds in the amount of \$114,786 for the HOME Program.

4. **Summary of citizen participation process and consultation process**

Richland County has followed its Citizen Participation Plan in the planning and preparation of the FY 2025 Annual Action Plan.

The County held two (2) CDBG Info Sessions on:

- **Monday, March 17, 2025, at 1:00 PM** - 2020 Hampton Street, Columbia, SC 29204, Fourth Floor Conference Room
- **Tuesday, March 18, 2025, at 10:00 AM** - Virtually

The County held three (3) Needs Assessment Public Hearings on:

- **Thursday, March 20, 2025 at 6:00 PM** - Crane Creek Gym - 7405 Fairfield Rd, Columbia, SC 29203
- **Saturday, March 22, 2025, at 10:00 AM** - Southeast Library - 421 Garners Ferry Rd, Columbia, SC 29209
- **Thursday, March 27th, 2025, at 6:00 PM** - Serve and Connect - 8131 Brookfield Rd, Columbia, SC 29223

The Needs Assessment Public Hearings provided the residents, agencies, and organizations with the opportunity to discuss the County's CDBG, HOME, and ESG Programs and to provide suggestions for future CDBG, HOME and ESG Programs priorities and activities. Richland County advertised in one (1) local newspaper, flyers, and on social media. The ad appeared in "The State" on Sunday, March 2, 2025.

The "Draft" Annual Action Plan was on display for a 30-day period beginning Friday, June 13, 2025. The availability for review of the "draft plan" was advertised in the local newspaper and on social media and the plan was placed on display at Richland County's website: <https://www.richlandcountysc.gov/Government/Departments/Community-Development> and hard copies of the plan were available for review at 2020 Hampton Street, Suite 3058, Columbia, South Carolina.

5. Summary of public comments

The County held the Needs Public Hearing in the Crane Creek Gym (7405 Fairfield Rd, Columbia, SC 29203) on Thursday, March 20, 2025 at 6:00 PM. The County also held two other Needs Public Hearings for those unable to attend the hearing in the Crane Creek Gym:

- **Saturday, March 22, 2025, at 10:00 AM**, Southeast Library (421 Garners Ferry Rd, Columbia, SC 29209)
- **Thursday, March 27th, 2025, at 6:00 PM**, Serve and Connect (8131 Brookfield Rd, Columbia, SC 29223)

The FY 2025 Annual Action Plan was placed on public display and a Public Hearing was held on Thursday, June 26, 2025 at 6:00 PM. Comments that were received at the Public Hearings are included in the attachment section.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments and suggestions received to date, have been accepted and incorporated into the planning documents.

7. Summary

During the FY 2025 Program Year, Richland County, South Carolina anticipates the following Federal Financial resources:

- **FY 2025 CDBG Allocation:** \$ 1,755,995.00
- **FY 2025 HOME Allocation:** \$ 792,557.75
- **FY 2025 ESG Allocation:** \$ 151,031.00
- **Total Funds:** **\$ 2,699,583.75**

The main goals of the Five-Year Consolidated Plan and the Annual Action Plans are to improve the living conditions of all residents in Richland County, create a suitable and sustainable living environment, and to address the housing and community development needs of the residents.

During the FY 2025 CDBG, HOME, and ESG Program Year, the County propose to address the following strategies from its Five-Year Consolidated Plan:

- Housing;
- Homelessness;
- Other Special Needs;
- Community Development; and

- Administration, Planning, and Management

The “draft” FY 2025 Annual Action Plan was on public display beginning Friday, June 13, 2025 through Monday, July 14, 2025, at the Richland County website at: <https://www.richlandcountysc.gov> and hard copies of the plan were available for review at 2020 Hampton Street, Suite 3058, Columbia, South Carolina.

The display period started on Friday, June 13, 2025, and ended on Monday, July 14, 2025, for a 30-day display period. A second set of public hearings were held on Wednesday, June 25, 2025, to discuss the proposed activities and solicit citizen comments on the Plan. Upon completion of the comment period, Richland County submitted the FY 2025 Annual Action Plan to the U.S. Department of Housing and Urban Development through IDIS on or Friday, August 15, 2025.

DRAFT

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Richland County	Grants & Community Outreach
HOME Administrator	Richland County	Grants & Community Outreach
ESG Administrator	Richland County	Grants & Community Outreach

Table 1 – Responsible Agencies

Narrative

The administering lead agency and administrator is the County's Department of Grants & Community Outreach for the CDBG, HOME, and ESG programs. The Department is responsible for preparing the Five-Year Consolidated Plan, Annual Action Plans, Environmental Review Records (ERR's), the Consolidated Annual Performance and Evaluation Reports (CAPER), project monitoring, pay requests, contracting, and oversight of the programs on a day-to-day basis. In addition, Richland County has a private planning consulting firm available to assist the County when needed.

Consolidated Plan Public Contact Information

Ms. Callison Rawl Richardson
 Division Manager, Grants & Community Outreach Grants
 DevelopmentRichland County Government
 2020 Hampton St.
 Columbia, SC 29204
richardson.callison@richlandcountysc.gov

AP-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)**1. Introduction**

While preparing the FY 2025 Annual Action Plan, Richland County consulted with the Columbia Housing Authority, local housing providers, social service agencies, community and economic development organizations, the local Continuum of Care members, local leaders of faith-based organizations, local business representatives, and County department representatives. Input from the meetings and public hearings were used to develop the FY 2025 Annual Action Plan.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

Richland County works with the following agencies to enhance coordination:

- **Columbia Housing Authority** - Section 8 Housing Choice Vouchers and improvements to public housing communities
- **Midlands Area Consortium for the Homeless (MACH)** - Continuum of Care to coordinate services for the homeless
- **Social Services Agencies** - funds to improve services to low- and moderate-income persons.
- **Housing Providers** - funds to rehabilitate and develop affordable housing and provide housing options for low- and moderate-income households.

As part of the CDBG, HOME and ESG application process, local agencies / organizations are invited to submit proposals for CDBG, HOME, and ESG Funds for eligible activities. These groups participate in the planning process by attending the public hearings, stakeholder consultations, and submission of funding applications.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The (MACH) was awarded \$5,913,504 for its FY 2024 Continuum of Care Application. The following is a breakdown of the awards:

• CACH Rapid Rehousing Program	\$	331,350
• FY2024 Chronic Grant (CHASC)	\$	315,060
• FY2024 Disabled Grant (CHASC)	\$	418,238
• FY2024 Expansion Grant (CHASC)	\$	268,925

• HMIS Renewal SC-502 FY2024	\$ 127,134
• Home Base I and II 2024	\$ 866,357
• Home Base III and IV 2024	\$ 408,090
• Housing First for Unaccompanied Youth FY2024	\$ 87,264
• Midlands Housing Alliance 25-26	\$ 109,455
• Mirci Housing First 2024	\$ 408,387
• Mirci PH for Chronic Homeless 2024	\$ 232,101
• Mirci SHP 2024	\$ 370,335
• Permanent Housing and Supportive Services for Disabled Domestic Violence Victims ...	\$ 409,667
• Rapid Rehousing in Rock Hill (2024)	\$ 43,383
• Rapid Re-Housing MACH 24	\$ 290,396
• Safe Passage RR Program	\$ 369,076
• SC-502 Planning Application FY 2024	\$ 379,848
• Sistercare Rapid Rehousing Program	\$ 374,477
• <u>Unaccompanied Youth JT PH/RRH Project – Palmetto Place 2024</u>	<u>\$ 103,961</u>

Total: \$ 5,913,504

Richland County is a partner in the Midlands Area Consortium for the Homeless and provides a number of programs and services meant to serve and house the homeless and at-risk population in the County using CDBG, HOME, and ESG funding.

Through MACH, Richland County coordinates with over fifty local public, private, non-profit and faith-based partner organizations to address the varied needs of the County's homeless and at-risk population, including youth, families, veterans, and those with mental health issues.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

Richland County will receive an Emergency Solutions Grant (ESG) allocation in 2025. Richland County works closely with the Continuum of Care (CoC) staff at the United Way of the Midlands which is the administrator of and lead agency over HMIS. CoC staff assist with data collection and consult on development of funding, policies and procedures for ESG administration. The SC Office of Economic Opportunities (OEO) manages the SC State ESG Program and also provides support and consult to strengthen the County's ESG program.

2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1.	Agency/Group/Organization	Midlands Area Consortium for the Homeless (MACH)
	Agency/Group/Organization Type	Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children Anti-poverty Strategy Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	MACH as consulted for their input on the needs and goals for Richland County.
2.	Agency/Group/Organization	Richland County Council
	Agency/Group/Organization Type	Civic Leaders Other Government- County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Community Development Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The County Council was consulted for their input on the needs and goals for Richland County.
3.	Agency/Group/Organization	Columbia Housing Authority
	Agency/Group/Organization Type	Public Housing Agency (PHA) Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Community Development Strategy Lead-based Paint Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Columbia Housing Authority was consulted for their input on the needs and goals for Richland County.

4.	Agency/Group/Organization	HUD CPD Columbia Office
	Agency/Group/Organization Type	Civic Leaders Other Government- Federal
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Community Development Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	HUD CPD Columbia Office was consulted for their input on the needs and goals for Richland County, along with guidance on project eligibility.
5.	Agency/Group/Organization	Richland County Community Planning & Development Department
	Agency/Group/Organization Type	Civic Leaders Other Government- County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Community Development Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Richland County Community Planning & Development Dept. was consulted for their input on the needs and goals for Richland County
6.	Agency/Group/Organization	Richland County Neighborhood Improvement Program
	Agency/Group/Organization Type	Civic Leaders Other Government- County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Community Development Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Richland County Neighborhood Improvement Program was consulted for their input on the needs and goals for Richland County
7.	Agency/Group/Organization	Richland County Sheriff's Department
	Agency/Group/Organization Type	Civic Leaders Other Government- County

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Community Development Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Richland County Sheriff's Department was consulted for their input on the needs and goals for Richland County
8.	Agency/Group/Organization	Richland County Court Appointed Special Advocates
	Agency/Group/Organization Type	Civic Leaders Other Government- County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Community Development Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Richland County Court Appointed Special Advocates was consulted for their input on the needs for Richland County.
9.	Agency/Group/Organization	City of Columbia Community Development Office
	Agency/Group/Organization Type	Civic Leaders Other Government- City
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Community Development Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	City of Columbia Community Development Office was consulted for their input on the needs for Richland County and how to coordinate Community Development efforts.
10.	Agency/Group/Organization	Lexington County Community Development Office
	Agency/Group/Organization Type	Civic Leaders Other Government- County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Community Development Strategy Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Lexington County Community Development Office was consulted for their input on the needs of the region and how to coordinate Community Development efforts.
11.	Agency/Group/Organization	Central Midlands Council of Government
	Agency/Group/Organization Type	Civic Leaders Other Government- Region
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Community Development Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Central Midlands Council of Government was consulted for their input on the needs and goals for Richland County, especially the Eastover Community.
12.	Agency/Group/Organization	SC Office of Economic Opportunity
	Agency/Group/Organization Type	Civic Leaders Other Government- State
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Community Development Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	SC Office of Economic Opportunity was consulted for their input on the ESG Program and to share public comment feedback.
13.	Agency/Group/Organization	Richland School District Two
	Agency/Group/Organization Type	Civic Leaders Other Government- School District
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homelessness Needs- Unaccompanied Youth Anti-poverty Strategy Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Richland Two provided insight into the growing crisis of homelessness among Richland Two families and consulted on the use of funds to support rent and utility assistance.
13.	Agency/Group/Organization	Richland County Utilities Department
	Agency/Group/Organization Type	Other Government- County Agency - Management of Public Land or Water Resources

	What section of the Plan was addressed by Consultation?	Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Richland County Utilities Department was consulted for their input on the needs and goals for Richland County.
14.	Agency/Group/Organization	Mental Illness Recovery Center, Inc. (MIRCI)
	Agency/Group/Organization Type	Services - Housing Services - Children Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homelessness Needs- Unaccompanied Youth Non-Homeless Special Needs Market Analysis Anti-poverty Strategy Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Mental Illness Recovery Center, Inc. (MIRCI) was consulted for their input on the needs of Richland County residents and the unhoused population.
15.	Agency/Group/Organization	Salvation Army of the Midlands
	Agency/Group/Organization Type	Services - Housing Services - Children Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homelessness Needs- Unaccompanied Youth Non-Homeless Special Needs Market Analysis Anti-poverty Strategy Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Salvation Army provided insight into needs and strategies for Homeless Prevention, including rent and utility assistance.

16.	Agency/Group/Organization	Able South Carolina
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Employment Civic Leader
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Able South Carolina was consulted for their input on the needs for adults with disability in Richland County.
17.	Agency/Group/Organization	Homeless No More
	Agency/Group/Organization Type	Housing Services- Homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Homeless No More was consulted for their input on the needs of families experiencing homelessness in the County.

18.	Agency/Group/Organization	Alston Wilkes Society
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-homeless Services – Victims Civic Leaders
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Alston Wilkes Society was consulted for their input on the needs of homeless Veterans in Richland County.
19.	Agency/Group/Organization	Brookland Center for Community Economic Change
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Employment Civic Leaders
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Brookland Center for Community Economic Change was consulted for their input on the needs and goals for Richland County.
20.	Agency/Group/Organization	Community Assistance Provider
	Agency/Group/Organization Type	Housing Services – Housing Services-Employment Service-Fair Housing Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Assistance Provider was consulted for their input on the affordable housing needs of the County and how to develop projects for HOME funds.
21.	Agency/Group/Organization	Congaree River Community Development Corporation
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Civic Leaders
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Congaree River Community Development Corporation was consulted for their input on the needs of senior citizens in the Lower Richland community, primarily their housing needs.
22.	Agency/Group/Organization	Cooperative Ministries
	Agency/Group/Organization Type	Services - Health Services - Education Services - Employment
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Was consulted for their input on the needs and goals for Richland County.
23.	Agency/Group/Organization	Goodwill Industries of the Upstate & Midlands
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities Services-Employment Civic Leaders
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Goodwill Industries of the Upstate & Midlands was consulted for their input on the needs and goals for Richland County.

24.	Agency/Group/Organization	Housing Authority of the City of Columbia
	Agency/Group/Organization Type	Housing PHA Services – Housing Service-Fair Housing Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis Lead-based Paint Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Housing Authority of the City of Columbia was consulted for their input on the needs of precariously housed and unhoused individuals and families in the County.
25.	Agency/Group/Organization	Indian Waters Council, Scouting America
	Agency/Group/Organization Type	Services-Children Services-Education Child Welfare Agency Civic Leaders
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Indian Waters Council, Scouting America was consulted for their input on the needs and goals for Richland County.
26.	Agency/Group/Organization	Latino Communications CDC
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Child Welfare Agency Civic Leaders
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Latino Communications CDC was consulted for their input on the needs of non-English speaking LMI residents of the County.

27.	Agency/Group/Organization	Local Continuum of Care
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Civic Leaders
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Local Continuum of Care was consulted for their input on the needs and goals for Richland County.
28.	Agency/Group/Organization	Midlands Fatherhood Coalition
	Agency/Group/Organization Type	Services-Children Services-Health Services-Education Civic Leaders
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Midlands Fatherhood Coalition was consulted for their input on the needs of LMI fathers and their families in the County.
29.	Agency/Group/Organization	Midlands Housing Alliance, Inc.
	Agency/Group/Organization Type	Housing PHA Services – Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Midlands Housing Alliance, Inc. was consulted for their input on the needs of the chronically homeless individuals in the County.

30.	Agency/Group/Organization	Boys and Girls Club of the Midlands
	Agency/Group/Organization Type	Services-Children Services-Education Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs-Families with children Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Boys and Girls Club of the Midlands was consulted for their input on the needs of LMI families when it comes to affordable childcare access and mentoring of youth.
31.	Agency/Group/Organization	Epworth Children's Home
	Agency/Group/Organization Type	Services-Housing Services-Children Services-Persons with Disabilities Services-Victims of Domestic Violence Services-Homeless Services-Victims Health Agency Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs-Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Epworth Children's Home was consulted for their input on the needs of foster children, youth in transition, and orphans in the County.
32.	Agency/Group/Organization	Sistercare
	Agency/Group/Organization Type	Services-Housing Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-Health Regional organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs-Families with children Homelessness Strategy Non-Homeless Special Needs Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Sistercare was consulted for their input on the needs for domestic violence victims in Richland County.
33.	Agency/Group/Organization	Palmetto AIDS Life Support Services
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-Health Services – Victims Civic Leaders
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs HOPWA Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Palmetto AIDS Life Support Services was consulted for their input on the needs for residents living with HIV/AIDS in the County.
34.	Agency/Group/Organization	Central Midlands Council of Governments
	Agency/Group/Organization Type	Planning Organization Regional Organization Agency - Managing Flood Prone Areas Agency - Emergency Management Civic Leaders
	What section of the Plan was addressed by Consultation?	Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Central Midlands Council of Governments was consulted for their input on the needs and goals for Richland County, especially regarding the Eastover Community and how to best support community development there.
35.	Agency/Group/Organization	Richland County First Steps
	Agency/Group/Organization Type	Services-Children Services-Education Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Richland County First Steps was consulted for their input on the needs of low-income children and families in the County, including the needs of the childcare industry and expanding childcare access for LMI families.
36.	Agency/Group/Organization	SC Association of Community Action Partnerships
	Agency/Group/Organization Type	Services-Employment Civic Leaders
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	SC Association of Community Action Partnerships was consulted for their input on the needs of LMI adults and families in Richland County.
37.	Agency/Group/Organization	SC Thrive
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Health Health Agency Child Welfare Agency Civic Leaders
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	SC Thrive was consulted for their input on the needs for LMI adults and families in Richland County.
38.	Agency/Group/Organization	SC Uplift Community Outreach
	Agency/Group/Organization Type	Services – Housing Services-Elderly Persons Services-Persons with Disabilities Service-Fair Housing Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Lead-based Paint Strategy Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	SC Uplift Community Outreach was consulted for their input on the housing and services needs for LMI families and individuals in Richland County. They also provided insight into seeking and funding affordable housing development projects.
39.	Agency/Group/Organization	Senior Resources
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities Services-Health Civic Leaders
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Senior Resources was consulted for their input on the needs of seniors and disabled adults in Richland County.

Identify any Agency Types not consulted and provide rationale for not consulting

All agency types were consulted and contacted during the planning process.

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Midlands Area Consortium for the Homeless	They are incorporated in the FY 2022-2026 Five Year Consolidated Plan and the Annual Action Plans.
Vision 2030	Columbia Housing Authority	They are incorporated in the FY 2022-2026 Five Year Consolidated Plan and the Annual Action Plans.
2021 Hazard Mitigation Plan	Central Midlands Council of Governments	They are incorporated in the FY 2022-2026 Five Year Consolidated Plan and the Annual Action Plans.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional):

The County's Community Development office coordinates with the County Council and other County departments.

As the administering agency for the CDBG, HOME, and ESG programs, the County maintains coordination with other County departments to address infrastructure, code enforcement, and public safety needs.

DRAFT

AP-12 Participation - 91.401, 91.105, 91.200(c)**1. Summary of citizen participation process/Efforts made to broaden citizen participation**

Summarize citizen participation process and how it impacted goal-setting

The FY 2025 Annual Action Plan has components to reach out and encourage citizen participation. These components are the following: meetings with various stakeholders; three (3) Needs Assessment public hearings; and two (2) hearings to gather public comments on the draft plan while it was on display were also held. The County posted the plan on its website and sought public comment through social media posts. A copy of comments received are included as attachments in the Appendix section of the plan. Through the citizen participation process, the County used input from residents to develop a plan to serve the low- and moderate-income population of Richland County.

The County has followed its approved Citizens Participation Plan to develop its FY 2025 Annual Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1.	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies and Organizations	Not Applicable.	Not Applicable.	Not Applicable.	Not Applicable.
2.	CDBG Info Session #1	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies and Organizations	Richland County held a CDBG Info Session in the Council Chambers on Monday, March 17, 2025, at 1:00 PM, concerning the development of the FY 2025 Annual Action Plan.	Comments from participants are in the attachments section of the FY 2025 Annual Action Plan	None.	Not Applicable.
3.	CDBG Info Session #2	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies and Organizations	Richland County held a virtual CDBG Info Session on Tuesday, March 18, 2025, at 10:00 AM, concerning the development of the FY 2025 Annual Action Plan.	Comments from participants are in the attachments section of the FY 2025 Annual Action Plan	None.	Not Applicable.

4.	Public Needs Meeting #1	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies and Organizations	Richland County held a Public Hearing in the Council Chambers on Thursday, March 20, 2025, at 6:00 PM, concerning the development of the FY 2025 Annual Action Plan.	Comments from participants are in the attachments section of the FY 2025 Annual Action Plan	None.	Not Applicable.
5.	Public Needs Hearing #2	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies and Organizations	The County held a public hearing on Saturday, March 22, 2025, at 10:00 AM, to discuss the draft FY 2025 Annual Action Plan.	See Public Hearing comments in the Appendix section of the FY 2025 Annual Action Plan.	Not Applicable.	Not Applicable.
6.	Public Needs Hearing #3	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies and Organizations	The County held a public hearing on Thursday, March 27, 2025, at 6:00 PM to discuss the draft FY 2025 Annual Action Plan.	See Public Hearing comments in the Appendix section of the FY 2025 Annual Action Plan.	Not Applicable.	Not Applicable.
7.	Internet Outreach with Virtual Survey	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	None.	See survey feedback in the Appendix section of the FY 2025 Annual Action Plan.	None.	County website & Social Media with jotform survey.

		Agencies and Organizations				
8.	Survey flyer included in 1,000 Foodboxes through SC Foodshare	Senior Citizens Persons with disabilities LMI Families Non-English Speaking	None.	See Public Hearing comments in the Appendix section of the FY 2025 Annual Action Plan.	Not Applicable.	https://form.jotform.com/250705639420050
8.	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies and Organizations	None.	See survey feedback in the Appendix section of the FY 2025 Annual Action Plan.	Not Applicable.	Not Applicable.
9.	Second Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies and Organizations	The County held its second public hearing on Thursday, June 26, 2025, at 6:00 PM to discuss the draft FY 2025 Annual Action Plan.	See Second Public Hearing comments in the Appendix section of the FY 2025 Annual Action Plan.	Not Applicable.	Not Applicable.

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Richland County is receiving \$1,755,995.00 from its CDBG allocation, \$792,557.75 from its HOME allocation, and \$151,031.00 from its ESG Allocation for the FY 2025 program year. The program year goes from October 1, 2025 through September 30, 2026. These funds will be used to address the following strategies:

- Housing Strategy (HSG);
- Homeless Strategy (HMS);
- Other Special Needs Strategy (SNS);
- Community Development Strategy (CDS); and
- Administration, Planning, and Management Strategy (AMS).

The yearly accomplishments of these projects/activities are reported in the FY 2025 Consolidated Annual Performance and Evaluation Report (CAPER).

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,755,995.00	0	0	1,755,995.00	1,578,015.00	4 projects/activities were funded based on FY 2025 CDBG allocations.
HOME	Public federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	792,557.75	0	0	792,557.75	949,431.89	3 projects/activities were funded based on FY 2025 HOME allocations.
ESG	Public federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	151,031.00	0	0	151,031.00	144,147.00	1 projects/activities were funded based on FY 2025 ESG allocations.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Other Public Funds:

Richland County is anticipating that it will receive additional financial resources to address the needs identified in the Five Year Consolidated Plan.

HOME Match:

- Richland County has excess HOME Match funds from previous years in the amount of \$114,786 as reported in the FY 2023 CAPER. Richland County will have additional HOME Match from bond funds, Federal Home Loan Bank, and other private funds during this program year.

ESG Match Requirement:

Richland County will have \$151,031 in ESG Match during this program year. The ESG Match will come from local and state funds, as well as donations and grants to the ESG sub-grantees.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not applicable. The County does not intend to use, acquire or improve any publicly owned land or property using CDBG funds to address the needs identified in the County's Five Year Consolidated Plan unless required to improve existing public infrastructure and facilities.

Discussion

The (MACH) was awarded \$5,913,504 for its FY 2024 Continuum of Care Application. The following is a breakdown of the awards:

• CACH Rapid Rehousing Program.....	\$ 331,350
• FY2024 Chronic Grant (CHASC)	\$ 315,060
• FY2024 Disabled Grant (CHASC)	\$ 418,238
• FY2024 Expansion Grant (CHASC)	\$ 268,925
• HMIS Renewal SC-502 FY2024	\$ 127,134
• Home Base I and II 2024.....	\$ 866,357
• Home Base III and IV 2024	\$ 408,090
• Housing First for Unaccompanied Youth FY2024	\$ 87,264
• Midlands Housing Alliance 25-26	\$ 109,455
• Mirci Housing First 2024	\$ 408,387
• Mirci PH for Chronic Homeless 2024	\$ 232,101
• Mirci SHP 2024	\$ 370,335
• Permanent Housing and Supportive Services for Disabled Domestic Violence Victims	\$ 409,667
• Rapid Rehousing in Rock Hill (2024)	\$ 43,383
• Rapid Re-Housing MACH 24	\$ 290,396
• Safe Passage RR Program.....	\$ 369,076
• SC-502 Planning Application FY 2024	\$ 379,848
• Sistercare Rapid Rehousing Program	\$ 374,477
• <u>Unaccompanied Youth JT PH/RRH Project – Palmetto Place 2024</u>	<u>\$ 103,961</u>
Total:	\$ 5,913,504

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1.	HSG-2 Owner-occupied Housing Rehabilitation	2022	2026	Affordable Housing	Low/Mod Area Countywide	Housing Strategy	CDBG: \$450,000 HOME: \$0	Homeowner Housing Rehabilitated: 30 Household Housing Unit
2.	HSG-3 Housing Construction/Rehabilitation	2022	2026	Affordable Housing	Low/Mod Area Countywide	Housing Strategy	CDBG: \$0 HOME: \$713,301.97	Housing units constructed: 3 Household Housing Unit
3.	HSG-5 Fair Housing	2022	2026	Affordable Housing	Low/Mod Area Countywide	Housing Strategy	CDBG: \$0 HOME: \$0	Other: 1 Other

4.	HMS-1 Operation/Support	2022	2026	Homeless	Low/Mod Area Countywide	Homeless Strategy	CDBG: \$0 HOME: \$0 ESG: \$69,851.84	Public Service activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted Tenant-based rental assistance / Rapid Rehousing: 0 Households Assisted Overnight/Emergency Shelter/Transitional Housing Beds added: 0 Beds Other: 5 Other
5.	HMS-2 Prevention and Re-Housing	2022	2026	Homeless	Low/Mod Area Countywide	Homeless Strategy	CDBG: \$0 ESG: \$69,851.84	Other: 5 Others
6.	SNS-2 Social Services	2022	2026	Non-Homeless Special Needs	Low/Mod Area Countywide	Other Special Needs Strategy	CDBG: \$0	Public service activities other than Low/Moderate Income Housing Benefit: 520 Persons Assisted
7.	CDS-1 Community Facilities	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$691,397	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 8,038 Persons Assisted

8.	CDS-5 Public Services	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$263,399	Public service activities other than Low/Moderate Income Housing Benefit: 1,215 Persons Assisted
9.	AMS-1 Overall Coordination	2022	2026	Administration, Planning, and Management	Low/Mod Area Countywide	Administration, Planning, and Management Strategy	CDBG: \$351,199 HOME: \$79,255.78 ESG: \$11,327.33	Other: 3 Others
10.	AMS-3 Fair Housing	2022	2026	Fair Housing	Low/Mod Area Countywide	Administration, Planning, and Management Strategy	CDBG: \$0 HOME: \$0	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1.	Goal Name	HSG-2 Owner-occupied Housing Rehabilitation
	Goal Description	Conserve and rehabilitate existing affordable housing units occupied by low- and moderate-income homeowners in the community by providing financial assistance to addressing code violations, emergency repairs, energy efficiency improvements, and accessibility for persons with disabilities.
2.	Goal Name	HSG-3 Housing Construction/Rehabilitation
	Goal Description	Increase the supply of decent, safe and sanitary, and accessible housing that is affordable to both owners and renters in the County by assisting with acquisition, site improvements, development fees, new construction and rehabilitation of vacant buildings.

3.	Goal Name	HSG-5 Fair Housing
	Goal Description	Promote fair housing choice through education, training, and outreach throughout the County.
4.	Goal Name	HMS-1 Operation/Support
	Goal Description	Financially assist providers to operate housing and support services for the homeless and persons at-risk of becoming homeless.
5.	Goal Name	HMS-2 Prevention and Re-Housing
	Goal Description	Continue to support the prevention of homelessness through anti-eviction activities and programs for rapid re-housing.
6.	Goal Name	SNS-2 Social Services
	Goal Description	Support social service programs and facilities for the elderly, persons with disabilities, persons with developmental disabilities, persons with HIV/AIDS, victims of domestic violence, victims of sexual assault, victims of human trafficking, persons recovering from alcohol/drug dependency, persons recently leaving incarceration, and persons with other special needs.
7.	Goal Name	CDS-1 Community Facilities
	Goal Description	Improve parks, recreational facilities, neighborhood facilities, trails and libraries including accessibility improvements to public buildings and all community facilities in the County.
8.	Goal Name	CDS-5 Public Services
	Goal Description	Improve and enhance public services, programs for youth, the elderly, and persons with disabilities, along with general social/welfare public service programs for low- and moderate-income persons and households.

9.	Goal Name	AMS-1 Overall Coordination
	Goal Description	Provide program management and oversight for the successful administration of Federal, State, and locally funded programs, including planning services for special studies, annual action plans, five-year consolidated plans, substantial amendments, consolidated annual performance and evaluation reports (CAPER), environmental reviews (ERR) and Section 106 clearances (SHPO), fair housing, and compliance with all Federal, State, and local laws and regulations.
10.	Goal Name	AMS-3 Fair Housing
	Goal Description	Provide funds for training, education, outreach, and monitoring to affirmatively further fair housing in the County.

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

Richland County proposes to assist the following:

- **Extremely Low-Income** - 3 family
- **Low-Income** - 11 families
- **Moderate-Income** - 20 families

Projects

AP-35 Projects – 91.220(d)

Introduction

Richland County proposes to undertake the following activities with the FY 2025 CDBG, HOME, and ESG funds:

Projects

#	Project Name
1.	CDBG General Administration
2.	Housing Rehabilitation
3.	Public Facility Improvements
4.	Public Services
5.	HOME General Administration
6.	CHDO Set-Aside
7.	Development of Affordable Housing
8.	ESG Program

Table 5 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

CDBG funds are intended to provide low- and moderate-income households with the opportunity to live in viable communities, which includes decent housing, a suitable living environment, and expanded economic opportunities. Eligible activities include community facilities and improvements; infrastructure improvements; housing rehabilitation and preservation; affordable housing development activities; public services; economic development; and planning and administration.

Richland County has allocated its CDBG funds for FY 2025 to principally benefit low- and moderate-income persons.

- Community and Public facilities improvements will either serve only low- and moderate-income clientele, be located in a low- and moderate- income census tract/block group or the County will prepare surveys which show a low- and moderate-income population over 51%.
- The infrastructure improvement activities are either located in a low- and moderate-income census tract/block group or have a low- and moderate-income service area benefit or clientele over 51% low- and moderate-income.
- Funding for public services will be based on the clientele's income or in certain cases a limited type of clientele with a presumed low- and moderate-income status.
- The homeless projects/activities are for homeless agencies/organization that serve a specific type of clientele with a presumed low- and moderate-income status.

- The other special needs projects/activities are limited to a clientele with a presumed low- and moderate-income status.
- Demolition of structures will either be located in low- and moderate-income areas or in areas that have been designated as slum and blighted areas.
- The housing activities have income eligibility criteria; therefore, the income requirement directs funds to low- and moderate-income households throughout the County.

The HOME funds will be used for administration and for housing projects. These funds will be targeted to low-income persons and projects designed to provide affordable housing to low-income persons.

The ESG funds will be used for Administration, Rapid Re-housing/Homeless prevention/HMIS, and Emergency Shelter Projects. Those funds will be targeted to low-income persons who are homeless or at-risk of becoming homeless.

The total amount of FY 2025 CDBG funds is \$1,755,995, of which 20% (\$351,199) is for administration and 80% (\$1,404,796) is allocated for projects/activities. Approximately 100% (\$1,404,796) will principally benefit low- and moderate-income persons.

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AP-38 Project Summary**Project Summary Information**

1.	Project Name	CDBG General Administration
	Target Area	Countywide
	Goals Supported	HSG-5 Fair Housing AMS-1 Overall Coordination AMS-3 Fair Housing
	Needs Addressed	Housing Strategy Administration, Planning, and Management Strategy
	Funding	CDBG: \$351,199.00
	Description	Funds will be used for the overall program administration, coordination, monitoring/evaluation, and public information associated with the preparation of the Annual Action Plan and the Consolidated Annual Performance and Evaluation Report (CAPER) and Fair Housing activities.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	1 Organization
	Location Description	Richland County, Community Planning & Development Department, Community Development Division, 2020 Hampton St. Suite 3058, Columbia, SC 29202
	Planned Activities	The project matrix code is 21A, General Program Administration.
2.	Project Name	Housing Rehabilitation
	Target Area	Countywide
	Goals Supported	HSG-2 Owner-occupied Housing Rehabilitation

	Needs Addressed	Housing Strategy
	Funding	CDBG: \$450,000.00
	Description	<p>Funds will support two signature housing rehabilitation programs, Operation One Touch (OOT) and CDBG Rehab, along with Activity Delivery Costs (i.e. inspections, construction estimation, environmental reviews, oversight and compliance). Available funds from prior years will also be used to support these programs:</p> <p>1) Operation One Touch (OOT) - OOT is the county's emergency housing rehab program which provides a 0% interest forgivable loan to assist with urgent minor home repair needs for income eligible homeowners in unincorporated Richland County for installation of roofs, soffit, gutters, electrical upgrades, plumbing, etc.</p> <p>2) CDBG Rehab - CDBG Rehab is the County's Owner-Occupied Housing Rehab program that partners with qualified non-profit organizations to provide minor home repairs to eligible homeowners in unincorporated Richland County.</p>
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	30 Housing Units
	Location Description	Countywide
	Planned Activities	<p>The National Objective is Low/Mod Income Clientele (LMC).</p> <p>The project matric code is 14A Rehabilitation: Single nit Residential</p>
3.	Project Name	Public Facility Improvements
	Target Area	Countywide
	Goals Supported	CDS-1 Community Facilities
	Needs Addressed	Community Development Strategy
	Funding	CDBG: \$691,397.00

	Description	Funds will assist with improvements to Public Facilities owned and occupied by nonprofit organizations in which public services to the LMI individuals/households and Presumed Benefit Populations are provided Monday through Friday during normal operating hours. Funds may be utilized for acquisition, rehabilitation, and other structural improvements critical to the provision of public services for facilities located in unincorporated Richland County or predominantly serving residents of unincorporated Richland County. Activity Delivery Costs and contingency funds are included in the allocation.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	8,038 Persons
	Location Description	To be determined.
	Planned Activities	The National Objective is Low/Mod Income Clientele (LMC). The matric codes for this project will be 03P Health Facilities, 03M Child Care Centers, 03E Neighborhood Facilities.
4.	Project Name	Public Service
	Target Area	Countywide
	Goals Supported	CDS-5 Public Service SNS-2 Social Service
	Needs Addressed	Other Special Needs Strategy Community Development Strategy
	Funding	CDBG: \$263,399
	Description	15% of the CDBG award will be used to fund Public Services to the LMI Population and HUD-defined Presumed Benefit Groups in unincorporated Richland County by local nonprofits and Richland County Government.
	Target Date	9/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	1,735 Persons
	Location Description	To be determined.
	Planned Activities	The National Objective is Low/Mod Income Clientele (LMC).
5.	Project Name	HOME General Administration
	Target Area	Countywide
	Goals Supported	AMS-1 Overall Coordination
	Needs Addressed	Administration, Management, and Planning Strategy
	Funding	HOME: \$79,255.78
	Description	Funds will be used for the overall program administration, coordination, monitoring/evaluation, and public information associated with the preparation of the Annual Action Plan and Consolidated Annual Performance and Evaluation Report (CAPER).
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	1 Organization
	Location Description	Richland County, Community Planning & Development Department, Community Development Division, 2020 Hampton St. Suite 3058, Columbia, SC 29202
	Planned Activities	The project matrix code is 21A, General Program Administration.
6.	Project Name	CHDO Set-Aside
	Target Area	Countywide
	Goals Supported	HSG-3 Housing Construction
	Needs Addressed	Housing Strategy

	Funding	HOME: \$118,883.66
	Description	HOME funds will be used to assist a CHDO to increase the number of affordable housing units in the HOME Consortium for owners and renters by assisting with acquisition, soft costs, construction, and rehabilitation.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	1 household
	Location Description	County Wide
	Planned Activities	<p>The National Objective is Low/Mod Housing Benefit (LMH).</p> <p>The project matrix code will be determined by the individual Activity, but may include:</p> <ul style="list-style-type: none"> • 12 Construction of Housing; • 14A Rehab: Single-Unit Residential;
7.	Project Name	Development of Affordable Housing
	Target Area	Countywide
	Goals Supported	HSG-3 Housing Construction/Rehabilitation
	Needs Addressed	Housing Strategy
	Funding	HOME: \$594,418.31
	Description	HOME funds will be used to assist in the development of affordable housing in the HOME Consortium for owners and renters by assisting with acquisition, soft costs, construction, and rehabilitation. CDBG funds will be used to pay the program and activity delivery costs associated with implementing the HOME Program.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	3 households

	Location Description	County Wide
	Planned Activities	<p>The National Objective is Low/Mod Housing Benefit (LMH).</p> <p>The project matrix code will be determined by the individual Activity, but may include:</p> <ul style="list-style-type: none"> • 12 Construction of Housing; • 14A Rehab: Single-Unit Residential; and/or • 14B Rehabilitation: Multi-Unit Residential
8.	Project Name	Emergency Solutions Grant Program
	Target Area	Countywide
	Goals Supported	<p>HMS-1 Operation/Support</p> <p>HMS-2 Prevention and Re-Housing</p> <p>AMS-1 Overall Coordination</p>
	Needs Addressed	<p>Homeless Strategy</p> <p>Administration, Management, and Planning Strategy</p>
	Funding	ESG: \$151,031.00
	Description	Funds will be used for General Administration - \$11,327.33 (staff salaries, staff benefits, office expenses, planning services, and program management); Rapid Re-Housing/Homeless Prevention/HMIS - \$69,851.84 (homeless prevention program, rapid re-housing program and the HMIS system); and Street Outreach/Emergency Shelter - \$69,851.84 (operating expenses and essential services for shelters).
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	10 Organizations
	Location Description	Countywide

	Planned Activities	<p>The national objective is Low/Mod Income Clientele Benefit (LMC).</p> <p>The project matrix codes are: 21A, General Administration; 03T, Operating Cost of Homeless/AIDS Patient Programs; and 05Q, Subsistence Payments.</p>
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AP-50 Geographic Distribution – 91.220(f)**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The following information provides a profile of the population, age, and racial/ethnic composition of Richland County. This information was obtained from the U.S. Census Bureau website, <http://data.census.gov>. The 2019-2023 American Community Survey 5-Year Estimates (ACS), 2020 U.S. Census data, and 2016-2020 HUD Comprehensive Housing Affordability Strategy (CHAS) data were used to analyze the social, economic, housing, and general demographic characteristics of Richland County.

Population:

Richland County's overall population as reported in the 2019-2023 American Community Survey was 416,161.

- The County's population was 418,725 at the time of the 2019-2023 American Community Survey, an increase of 2.49% (10,462 people) over the last five years.
- Between the 2014-2018 ACS and the 2019-2023 ACS, the population in South Carolina increased 5.18% from 4,955,925 to 5,212,774 people

Age:

Richland County's age of population (based on 2019-2023 ACS data)

- The median age in Richland County was 34.2 years, compared to 40.1 years for South Carolina.
- Youth under the age of 18 accounted for 21.7% of the County's population, under 18 accounted for 20.6% of the population statewide.
- Seniors aged 65 or over represent 13.7% of the County's population, which is less than South Carolina's average of 19.9% of the population.
- Adults ranging from 20 to 24 years old make up the largest five-year cohort of the County's population at 10%.

Race/Ethnicity:

Racial/ethnic composition of Richland County, according to the 2019-2023 American Community Survey:

- 41.27% are White alone
- 47.32% are Black or African American alone
- 0.22% are American Indian or Alaska Native alone
- 2.90% are Asian alone
- 2.83% are Some Other Race alone
- 5.36% are Two or more races
- 6.29% are Hispanic or Latino, of any race

Income Profile:

The following is a summary of income statistics for Richland County from the 2019-2023 American Community Survey:

- At the time of the 2019-2023 American Community Survey, median household income in Richland County was \$61,699, higher than the City of Columbia (\$55,653) but lower than the State of South Carolina (\$66,818).
- 26.4% of households with earnings received Social Security income.
- 0.9% of households with earnings received cash public assistance.
- 23.1% of households with earnings received retirement income.
- 16.1% of residents were living in poverty.
- 19.1% of female-headed households with children were living in poverty.
- 21.1% of all children under 18 years were living in poverty.

Low/Mod Income Profile:

The low- and moderate-income profile for Richland County is a measurement of the area's needs. Richland County has an overall low- and moderate-income percentage of 44.50%. These low- and moderate-income statistics were obtained from the U.S. Department of Housing and Urban Development's website, www.hud.gov.

Economic Profile:

The following illustrates the economic profile for Richland County from the 2019-2023 American Community Survey Estimates:

- As of 2019-2023 ACS, Richland County had 339,962 people aged 16 years and over. Of these, 65.2% (221,145 persons) were in the civilian labor force and 58.3% (197,450 persons) were employed. 2.9% (9,803 persons) were in the Armed Forces.
- **Occupation:**
 - 44.2% of the employed civilian population 16 years and over had occupations classified as management, business, science, and arts occupations.
 - 21.9% of the employed civilian population had occupations classified as sales and office occupations.
 - 16.5% of the employed civilian population had occupations classified as service occupations.
- **Industry:**
 - The education, health, and social service industry represented 26.0% of those employed.
 - Retail industry employees comprised 11.1% of those employed.
- **Class:**
 - 72.6% of workers were considered in the private wage and salary worker class.
 - 22.4% of workers were considered in the government class.
 - 4.7% of workers were considered in the self-employed workers in own not-incorporated business class.

According to the U.S. Labor Department, the unadjusted unemployment rate for Richland County for February of 2025 was 4.6% and the City of Columbia's unemployment rate was 4.3%. The unadjusted unemployment rate was 4.2% for the State of South Carolina in April of 2025 and 4.1% for the United States.

Geographic Distribution

Target Area	Percentage of Funds
Countywide excluding the City of Columbia	100%
Low/Mod Areas	0%

Table 6 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Richland County will allocate its CDBG funds to those geographic areas whose population is over 51% low- and moderate-income and/or to low- and moderate-income clientele. At least 70% of all the County's CDBG funds are budgeted for activities which principally benefit low- and moderate-income persons. HUD data reveals that in 150 of the County's 319 Census tracts, the percentage of LMI persons exceeds 51%. Richland County's overall low- and moderate-income percentage is 44.5%.

The following guidelines for allocating CDBG, HOME and ESG funds will be used by the County for the FY 2025 Program Year:

- The public services projects/activities are for social service organizations whose clientele are low-income or in certain cases, a limited type of clientele with a presumed low- and moderate-income status.
- The homeless projects/activities are for homeless agencies/organization that serve a specific type of clientele with a presumed low- and moderate-income status.
- The other special needs projects/activities are limited to a clientele with a presumed low- and moderate-income status.
- The community and public facilities projects/activities are either located in a low- and moderate-income census tract/block group or have a low- and moderate-income service area benefit or a limited clientele which is low- and moderate-income.
- The infrastructure improvement projects/activities are either located in a low- and moderate-income census tract/block group or have a low- and moderate-income service area benefit or a limited clientele which is low- and moderate-income.
- The acquisition and demolition of structures are either located in a low- and moderate-income census area or these activities are eligible by preventing or eliminating slums and blight on a spot or area basis.
- The housing projects/activities have income eligibility criteria; therefore, the income requirement limits funds to low- and moderate-income households throughout the County.

- Economic development projects/activities will either be located in a low- and moderate-income census tract/block group, or a poverty census tract greater than 20%, or part of a redevelopment plan, or makes 51% of the jobs available to low- and moderate-income persons.

The County allocates CDBG funds to areas or projects/activities which predominantly benefit low- and moderate-income persons to rehabilitate housing for low- and moderate-income households; to projects/activities that principally benefit low- and moderate-income persons; and through public service projects/activities and public facility improvements.

The HOME funds will be used for administration and for housing projects/activities. These funds will be targeted to low-income households and projects/activities designed to provide affordable housing to low-income households. The disbursement is based on needs of low- and moderate-income households, not by geographic area.

The ESG funds will be used for Administration, Rapid Re-housing/Homeless prevention/HMIS, and Emergency Shelter Projects. Those funds will be targeted to low-income persons who are homeless or at-risk of becoming homeless.

Discussion

The total amount of FY 2025 CDBG funds is \$1,755,995, of which 20% (\$351,199) is for administration and 80% (\$1,404,796) is allocated for projects/activities. Approximately 100% (\$1,404,796) will principally benefit low- and moderate-income persons.

The geographic locations for the FY 2025 CDBG projects/activities will be countywide or at the location of service provider subrecipients. The geographic location for HOME activities will also be countywide or at the location of service provider subrecipients. Public benefits will be for low- and moderate- income residents of Richland County either through direct benefit such as housing rehabilitation or individual services such as homeless assistance. The geographic location for ESG will also be countywide or at the location of service provided by subrecipients.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Richland County will utilize its CDBG and HOME funds to rehabilitate and to support the construction of new affordable housing units. The one-year goals for affordable housing in Richland County for FY 2025 are as follows:

One Year Goals for the Number of Households to be Supported	
Homeless	5
Non-Homeless	20
Special-Needs	10
Total:	35

Table 7 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	15
The Production of New Units	2
Rehab of Existing Units	16
Acquisition of Existing Units	3
Total:	35

Table 8 - One Year Goals for Affordable Housing by Support Type

Discussion

Richland County will fund the following projects with FY 2025 CDBG and HOME funds:

- **Housing Rehabilitation** - Funds will be used to support two (2) signature housing rehabilitation programs, Operation One Touch (OOT) and CDBG Rehab, along with staff salaries to manage program operations (i.e. inspections, construction estimation, environmental reviews, oversight and compliance). (30 Housing Units)
 - **Operation One Touch (OOT)** – OOT is the County's emergency housing rehab program which provides a 0% interest forgivable loan to assist with urgent minor home repair needs for income eligible homeowners in unincorporated Richland County for installation of roofs, soffits, gutters, electrical upgrades, plumbing, etc.
 - **CDBG Rehab** – CDBG Rehab is the County's Owner-Occupied Housing Rehab program that partners with qualified non-profit organizations to provide minor home repairs to eligible homeowners in unincorporated Richland County.
- **Housing CHDO Set-Aside** - HOME funds will be used to assist a CHDO to increase the number of affordable housing units in the HOME Consortium for owners and renters by assisting with acquisition, soft costs, construction, and rehabilitation. (1 Housing Unit)

- **Development of Affordable Housing** - Funds may be used for non-profit developers and in conjunction with the Community Housing Development Organization (CHDO). (3 Housing Units)
- **Public Services Supporting Affordable Housing** - Funds may be used for non-profit organizations to provide rental assistance, security deposits, utility deposits, housing counseling, and financial literacy and credit counseling.

DRAFT

AP-60 Public Housing – 91.220(h)

Introduction

Richland County has a public housing authority to provide public housing for its low-income County residents. The mission of the Columbia Housing Authority is to provide affordable, accessible, quality housing and support services through community partnerships.

The Columbia Housing Authority is responsible for its own hiring, contracting, and procurement. The Housing Authority provides the County with a copy of its Five-Year Capital Fund Program and Annual Plan for review each year. The County certifies that the Capital Fund Program and Annual Plan are consistent with the County's Five-Year Consolidated Plan. Should the Housing Authority propose any demolition or disposition of public housing units, it will consult with the local neighborhoods where the development is located, as well as with the County staff.

The Columbia Housing Authority meets with each of its housing developments to discuss the Annual Plans for the Housing Authority. They also discuss physical needs assessment for allocating and spending Capital Funds at the different developments. The Housing Authority puts copies of the plans in the housing developments for public comment. The Columbia Housing Authority Board also has a seat on the five (5) member Board, which is occupied by a resident to help with the decision and planning process of the Housing Authority.

Actions planned during the next year to address the needs to public housing

Columbia Housing Authority (CH) serves as the public housing authority for Richland County and the City of Columbia, providing public housing for low-income County residents. CH's mission is to provide affordable, accessible, quality housing and support services through community partnerships.

Columbia Housing is implementing Vision 2030, an aggressive HUD RAD Conversation plan that will reposition Columbia Housing's Public Housing portfolio and create new affordable housing throughout Richland County. Repositioning is a mechanism through which properties are removed from the federal public housing restrictions and converted to project based rental assistance allowing access to private capital for renovation and redevelopment. Decreased federal funding has resulted in a backlog of capital needs for public housing across the country of over \$60 Billion dollars. Columbia Housing estimates their capital needs at over \$500 million.

Through a combination of tax-exempt bonds; federal and state tax credit equity; private mortgage funds and limited soft secondary financing, Columbia Housing will touch every property in their inventory over the next 1 to 8 years. This strategy should ultimately expand CH's portfolio of housing units from 1,684 units to 2,911 units by 2023. Columbia Housing has partnered with eight (8) private developers across the Southeastern Region to secure financial resources (Low Income Housing Tax Credits, State Tax Credits, Bonds, and private capital). All development efforts have an anticipated completion date of 2030.

During this CAPER period, CH converted the Lewis Scott Court public housing community (67 units) under the HUD RAD program in June 2024. The conversion included FHA financing of \$5+M and Housing Authority funding of \$2+M. The project will include major renovations of about \$100,000 per unit and new construction of an on-site management and maintenance office. Renovation work is underway and

anticipated to be completed in 18 months. Also during this reporting period, CH began the process of disposing of 273 single family homes in Richland County under the Public Housing Section 32 Program and will be converting the units to a lease purchase program. Prospective homebuyers may lease the unit for up to three years while preparing to purchase the home. Many of these homes will undergo renovations and will be more accessible to families below 80% AMI.

In addition, CH reported the following investments in their facilities, programming, and resident support services:

- Department of Public Health Prep Grant – \$53,000
- HUD Continuum of Care Grants - \$840,255.00
- City of Columbia HOPWA Grants – \$693,901.00
- HUD Family Self- Sufficiency (FSS) Grant – \$114,8019.00
- HUD Resident Opportunity for Supportive Services (ROSS) Grant – \$395,826.00
- Donations from For-Profit Entities for Resident Services - \$8,000.00
- Truist Foundation Grants - \$35,000.00
- Prisma/USC Supportive Housing for Homeless Coordinator - \$35,967.00

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Columbia Housing applied to become a HUD Certified Housing Counseling Agency in February 2023 and is awaiting approval of the application. They have continued to provide access for residents to engage in homeownership education and counseling services offered by partnering organizations. The Housing Choice Voucher (HCV) tenants continue to purchase homes using their vouchers. Since January 2024, Columbia Housing Authority had 14 to close on a home through the HCV Homeownership Program.

The Resident Executive (REC) conducted monthly planning meetings for their committee to plan events and discuss any resident related concerns. Additionally, the Council met twice for the general meeting where residents, community partners and CH staff were invited. There were over 50 attendees combined at all meetings which were held in person. The REC was very involved in carrying out activities to support other public housing residents. Some of the activities included: Veterans Day Appreciation, Back to School Supplies, Fall Festival, and Holiday Fruit Baskets for Seniors.

In addition to the REC, Columbia Housing has a Resident Advisory Board (RAB) in place to provide feedback on our PHA Annual Plan. In 2024, 49 residents attended the RAB Meetings to provide feedback on the PHA Annual Plan developed for 2024-2025.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

For the fiscal year ending 06/30/2025, Columbia Housing was designated "troubled" by HUD largely due to the physical inspection results of its housing portfolio. Columbia Housing is, however, implementing Vision 2030, a strategy that will reposition Columbia Housing's Public Housing portfolio and create new affordable housing in the City of Columbia and throughout Richland County. Columbia Housing has partnered with eight (8) private developers across the Southeastern Region to secure financial resources (Low Income Housing Tax Credits, State Tax Credits, Bonds, and private capital). All development efforts have an anticipated completion date of 2030.

Discussion

Not Applicable.

DRAFT

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Under its Five-Year Consolidated Plan, Richland County has developed its Strategic Plan in cooperation with the CoC to address homelessness for FY 2022 through FY 2026. These goals are set forth in the following priorities:

Homeless Strategy - (High Priority)

Priority Need: There is a continuing need for services and housing opportunities for homeless persons and persons/families at-risk of becoming homeless.

Objective: Work with community partners to improve the living conditions and support services available for homeless persons, families, and those who are at risk of becoming homeless.

Goals:

- **HMS-1 Operation/Support** - Financially assist providers to operate housing and support services for the homeless and persons at-risk of becoming homeless.
- **HMS-2 Prevention and Re-Housing** - Continue to support the prevention of homelessness through anti-eviction activities and programs for rapid re-housing.
- **HMS-3 Housing** - Support the rehabilitation of, including accessibility improvements for emergency shelters, transitional housing, and permanent housing for the homeless.
- **HMS-4 Continuum of Care** - Support the local Continuum of Care's (CoC) efforts to provide emergency shelter, and permanent supportive housing to persons and families who are homeless or who are at risk of becoming homeless.
- **HMS-5 Permanent Housing** - Promote the development of permanent supportive housing for homeless individuals and families.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Richland County is a partner in the Midlands Area Consortium (MACH) for the Homeless and provides a number of programs and services meant to serve and house the homeless and at-risk population in the County. Through MACH, Richland County coordinates with over fifty (50) local public, private, non-profit and faith-based partner organizations to address the varied needs of the County's homeless and at-risk population, including youth, families, veterans, and those with mental health issues. MACH is the local Continuum of Care (CoC) organization in the Midlands which includes Richland County and 12 other counties. United Way of the Midlands is the lead agency for MACH and coordinates the HUD grant and other resources that support nearly 400 individuals and families in housing each year. In the 2023 program year, the County began receiving Emergency Services Grant (ESG) entitlement funds to further support members of the Continuum of Care.

The CoC utilizes a coordinated entry process that prioritizes assistance based on severity of need, length

of time homeless, and unsheltered versus sheltered status to ensure those who need assistance the most can receive services and housing in a timely manner. Outreach teams work nontraditional hours and cover the CoC's entire geographic area. They are focused on persons with a serious mental illness who live unsheltered because this is the subpopulation in our community least likely to access assistance. Agencies, local businesses, and community members routinely contact the street outreach team regarding persons needing assistance, especially those living unsheltered. Persons experiencing homelessness are engaged through outreach, rapport-building, and with the use of peer-to-peer models. The CoC utilizes a centralized entry. Most persons enter the system through the Harmony House day shelter. However, the local homeless veteran's center, domestic violence shelter, and street outreach all serve as points of entry. A VI-SPDAT assessment is conducted (coordinated entry assessment tool) to determine need. The individual/family is on a by-name list and referred to appropriate services and housing. All CoC and ESG-funded programs utilize coordinated entry.

Addressing the emergency shelter and transitional housing needs of homeless persons

Richland County made significant investments using CDBG, CDBG-CV, and America Rescue Plan Act (ARPA) funds in addressing the emergency shelter, transitional housing, and supportive services needs of homeless persons during the 2023 CAPER period. Through the services of its subrecipients, the County works directly and indirectly assisting individuals suffering from homelessness.

During the 2025 program year, both CDBG and CDBG-CV Public Service funds will be used to address emergency shelter and transitional housing needs, as well as, provide funds for Rapid Rehousing and Homeless Prevention in line with a Housing-First strategy.

Successful recovery for individuals experiencing chronic homelessness depends on access to stable housing. Permanent supportive housing for such individuals is provided by the following organizations with programs targeted for chronic homelessness.

- **Chronically Homeless Service Providers:** Columbia Area Mental Health Center, Midlands Housing Alliance (Transitions), Dorn VA Medical Center, Mental Illness Recovery Center, Inc., the Oliver Gospel Mission, the Columbia Women's Shelter, and 180 Place.

Many organizations providing services for individuals experiencing homelessness do not have services and facilities adequate to meet the needs of families with children. Supportive housing for these families provides stability that helps prevent school absences and contributes to academic achievement. The following organizations continue to provide services targeted to families with children experiencing homelessness.

- **Families with Children:** Salvation Army of the Midlands, Christ Central Ministries - Hannah House, Homeless No More, Toby's Place, Family Promise, Supportive Housing Services, Sistercare, Inc., and the Women's Shelter.

The organizations below provide supportive housing services specifically designed to meet the needs of veterans experiencing homelessness. HUD also continued to provide rental assistance vouchers during

this CAPER period, through the CHA for privately owned housing to veterans who are eligible for VA health care services and are experiencing homelessness. VA case managers connect veterans with support services such as health care, mental health treatment and substance use counseling to help them in their recovery process and with maintaining housing in the community.

- **Veterans:** Dorn VA Medical Center and Alston Wilkes Veterans Home.

The organizations below provide various services for unaccompanied youth experiencing homelessness; however, long-term supportive housing with developmentally appropriate services are limited.

- **Unaccompanied Youth:** Alston Wilkes Society-Columbia, Epworth Children's Home, Growing Home Southeast, Lexington School District Two McKinney-Vento Liaison, Mental Illness Recovery Center, Mental Illness Recovery Center Inc. (MIRCI), Palmetto Place Children's Shelter, Richland County Public Defender's Office (youth defender), Richland School District One McKinney-Vento Liaison, Richland School District Two McKinney-Vento Liaison, State of South Carolina Department of Social Services, and University of South Carolina Social Work.

Also serving the Richland County jurisdiction, the City of Columbia has launched Rapid Shelter Columbia (RSCO) with the primary role of providing basic life-sustaining services in a manner that fosters a safe and affirming atmosphere for all program participants. Participants of local RSC will come from a variety of backgrounds, and each has different needs for services. This could include, but is not limited to, those with service animals, and approved emotional support animals, large amounts of personal belongings, identifying as part of a multi-member household, or those who self-identify as LGBTQ, or non-binary.

The City contracts with United Way of the Midlands to operate the former Inclement Weather Center (IWC), now known as the Rapid Shelter Overflow, between November 1st and March 31st on nights when the temperature is expected to be 40 degrees or below (according to the National Weather Service), during holidays, or during severe weather. The IWC serves the homeless population and has a nightly capacity of 240 people and provides adult homeless women and men with a bed, food, shower, clothing, hygiene products, outreach, and links to community resources. UWM subcontracts with Transitions for the day-to-day operations, Salvation Army for meals, and private vendors for security and transportation. This organization is IWC funded to meet basic health and safety needs with minimal staff to provide client check-in and security. Case management services are not offered at the IWC due to staffing levels, but clients are encouraged to visit Transition's Day Center and outside providers are invited to the IWC to screen for housing and services. The IWC serves the most vulnerable citizens of Columbia and addresses the worst-case needs.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Utilizing the Housing First Model, homeless individuals and families are housed as soon as they are eligible for housing, based on a centralized assessment, as well as housing availability. Prior to housing, homeless individuals/families are assigned to a supportive services team which continues to provide support to them once they obtain their housing. This model has been effective in housing retention.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs:

ACCESS TO HEALTH CARE, FOOD, & LIFE SKILLS TRAINING: During the 2025 Program Year, the County will use CDBG funds to support the availability and expansion of services to address food insecurity, healthcare, life skills training, housing counseling, independent living training for adults with disabilities, shelter and support for domestic violence victims, childcare for working families, housing support for senior citizens, and more.

COLUMBIA HOUSING AUTHORITY (CH):

Aging-Out Foster Youth: Within the past year, Columbia housing has continued to work with the Continuum of Care to provide stable housing for individuals and families identified as being unhoused. We have recently been awarded 52 Foster Youth to Independence (FYI) Vouchers for youth ages 18-24 who were in foster care and have left or those who will be aging out in 90 days. All of the youth must either be homeless or at risk of being homeless. We will begin administering this program in February 2025.

Job Training & Education: In November 2022, CH signed an MOU with Midlands Technical College (MTC) to develop a partnership to connect residents to education and job training programs. Since implementation of the partnership ten (10) residents have enrolled in academic programs and 19 received scholarships for Quick jobs Programs.

Discussion

The (MACH) was awarded \$5,913,504 for its FY 2024 Continuum of Care Application. The following is a breakdown of the awards:

• CACH Rapid Rehousing Program	\$	331,350
• FY2024 Chronic Grant (CHASC)	\$	315,060
• FY2024 Disabled Grant (CHASC)	\$	418,238
• FY2024 Expansion Grant (CHASC)	\$	268,925
• HMIS Renewal SC-502 FY2024	\$	127,134
• Home Base I and II 2024	\$	866,357
• Home Base III and IV 2024	\$	408,090

• Housing First for Unaccompanied Youth FY2024	\$	87,264
• Midlands Housing Alliance 25-26	\$	109,455
• Mirci Housing First 2024	\$	408,387
• Mirci PH for Chronic Homeless 2024	\$	232,101
• Mirci SHP 2024	\$	370,335
• Permanent Housing and Supportive Services for Disabled Domestic Violence Victims	\$	409,667
• Rapid Rehousing in Rock Hill (2024)	\$	43,383
• Rapid Re-Housing MACH 24	\$	290,396
• Safe Passage RR Program	\$	369,076
• SC-502 Planning Application FY 2024	\$	379,848
• Sistercare Rapid Rehousing Program	\$	374,477
• <u>Unaccompanied Youth JT PH/RRH Project – Palmetto Place 2024</u>	\$	<u>103,961</u>
Total:		\$ 5,913,504

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Richland County is committed to removing or reducing barriers to the development of affordable housing whenever possible throughout the County. A variety of actions include, among others, to reduce the cost of housing to make it affordable.

- Provide developers and non-profits with incentives for the construction or rehabilitation of affordable housing to keep rents affordable.
- Provide assistance to first time homebuyer to purchase a home.
- Assist in acquiring sites for development of affordable housing.
- Promote Federal and State financial assistance for affordable housing.

Richland County prepared its 2017 Analysis of Impediments to Fair Housing Choice (AI) to coincide with the County's Five-Year Consolidated Plan. Richland County's AI identified the following impediments.

Impediment 1: Availability of Affordable Units in a Range of Sizes - There is a need for additional assisted housing throughout the County. Racial or ethnic minority residents are more likely to be experiencing a disproportionate need due to cost burdens, incomplete plumbing or kitchen, facilities, or overcrowding. This contributing factor has been assigned a medium level of priority based on the extent of the need and the County's ability to respond to this need.

Impediment 2: Access to Financial Services - The ability of residents throughout the County to secure home purchase loans varies according to the race and ethnicity of the loan applicant. This was Identified in data gathered under the Home Mortgage Disclosure Act (HMDA).

Impediment 3: Failure to make reasonable accommodation or modification - Residents and stakeholders who provided commentary during the AFH process, whether through public input sessions or the Fair Housing Survey, identified failure to make reasonable accommodation as a factor that contributes to the limited availability of accessible housing units to residents with disabilities. The County believes that it has the capacity to address this factor through outreach and education to County residents and landlords, and considers doing so to be a high priority.

Impediment 4: Access to Publicly Supported Housing for Persons with Disabilities - Residents and stakeholders who provided commentary during the AFH process, whether through public input sessions or the Fair Housing Survey, identified shortages of affordable, accessible housing to be a contributing factor to fair housing issues impacting residents with disabilities.

Impediment 5: Resistance to Affordable Housing - This factor, identified through the feedback of stakeholders during the public input portion of the AFH process, contributes to a lack of affordable

housing in the County. Lack of affordable housing restricts the fair housing choice of County residents.

Impediment 6: Discriminatory Actions in the Marketplace - This factor, identified through the feedback of stakeholders during the public input portion of the AFH process, serves to limit the fair housing choice of residents with disabilities and racial/ethnic minority groups.

Impediment 7: Lack of Understanding of Fair Housing Law - This factor, identified through the feedback of stakeholders during the public input portion of the AFH process, contributes to discrimination and differential treatment in the housing market. Furthermore, a lack of understanding of fair housing law means that those who may suffer discrimination in the housing market do not know where to turn when they do.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Richland County, in its most recent Analysis of Impediments to Fair Housing Choice, did not identify any negative effects of its public policies that serve as barriers to affordable housing. The County has continued to revise and update its Zoning Ordinance. This document is consistent with the Fair Housing Act, Section 504, and the Americans with Disabilities Act. There are no other public policies that restrict fair housing.

Discussion:

Not Applicable.

AP-85 Other Actions – 91.220(k)

Introduction:

Richland County has developed the following actions which address:

- obstacles to meeting underserved needs;
- fosters affordable housing;
- reduces lead-based hazards;
- reduced the number of poverty-level families;
- develops institutional structures, and
- enhance coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The County under its FY 2025 Program Year will take the following actions to address obstacles to meeting the underserved needs:

- Provide funds for public service activities.
- Provide funds for workforce housing options for owner occupied and renter occupied housing units.
- Provide funds for new housing construction of owner occupied and renter occupied housing units that are decent, safe, sound, affordable, and assessable.
- Provide funds for rehabilitation to help bring the older existing housing stock up to code standards and make accessibility improvements as needed.
- The County will continue to leverage its financial resources and apply for additional public and private funds.

Richland County will work to address these obstacles through the agencies and programs to be funded in FY 2025. Some of the activities to address these obstacles include:

- Public Service Activities
- Housing Rehabilitation
- CHDO Set-Aside
- Development of Affordable Housing
- Emergency Solutions Grant Program

Actions planned to foster and maintain affordable housing

The County is proposing the following goals and strategies to foster and maintain affordable housing:

- **HSG-2 Owner-occupied Housing Rehabilitation** - Conserve and rehabilitate existing affordable housing units occupied by low- and moderate-income homeowners in the community by providing financial assistance to addressing code violations, emergency repairs, energy efficiency improvements, and accessibility for persons with disabilities.
- **HSG-3 Housing Construction/Rehabilitation** - Increase the supply of decent, safe and sanitary, and accessible housing that is affordable to both owners and renters in the County by assisting with acquisition, site improvements, development fees, new construction and rehabilitation of vacant buildings.
- **HMS-1 Operation/Support** - Financially assist providers to operate housing and support services for the homeless and persons at-risk of becoming homeless.
- **HMS-2 Prevention and Re-Housing** - Continue to support the prevention of homelessness through anti-eviction activities and programs for rapid re-housing.
- **AMS-3 Fair Housing** - Provide funds for training, education, outreach, and monitoring to affirmatively further fair housing in the County.

During the FY 2025 Annual Action Plan, Richland County will fund the following projects:

- Housing Rehabilitation
- Public Facility Improvements
- Public Services
- CHDO Set-Aside
- Development of Affordable Housing
- Emergency Solutions Grant Program

Actions planned to reduce lead-based paint hazards

The County is working to reduce potential lead-based paint hazards. Below are the County's activities to reduce lead-based paint hazards related to rehabilitation and homeownership programs.

Rehabilitation Programs

Richland County will continue to ensure that:

- Applicants for rehabilitation funding receive the required lead-based paint information and understand their responsibilities.
- Staff properly determine whether proposed projects are exempt from some or all lead-based

paint requirements.

- The level of Federal rehabilitation assistance is properly calculated and the applicable lead-based paint requirements determined.
- Properly qualified personnel perform risk management, paint testing, lead hazard reduction, and clearance services when required.
- Required lead hazard reduction work and protective measures are incorporated into project rehabilitation specifications.
- Risk assessment, paint testing, lead hazard reduction, and clearance work are performed in accordance with the applicable standards established in 24 CFR Part 35, Subpart R.
- Required notices regarding lead-based paint evaluation, presumption, and hazard reduction are provided to occupants and documented.
- Program documents establish the rental property owner's responsibility to perform and adhere to ongoing lead-based paint maintenance activities, when applicable.
- Program staff monitors owner compliance with ongoing lead-based paint maintenance activities.

Homeownership Programs

Richland County will continue to ensure that:

- Applicants for homeownership assistance receive adequate information about lead-based paint requirements.
- County staff properly determine whether proposed projects are exempt from some or all lead based paint requirements.
- A visual assessment is performed to identify deteriorated paint in the dwelling unit, any common areas servicing the unit, and exterior surfaces of the building.
- Prior to occupancy, properly qualified personnel perform paint stabilization, and the dwelling passes a clearance exam in accordance with the standards established in 24 CFR Part 35, Subpart R.
- The home buyer receives the required lead-based paint pamphlet and notices.

According to the 2019-2023 American Community Survey (ACS) 38.8% of housing units within Richland County were built before 1980. These units likely have some level of lead-based paint and issues associated with lead, particularly in units with children aged 6 and under. There are a total of 38,660 units constructed between 1940 and 1979 which is 20.8 percent of the housing stock.

Actions planned to reduce the number of poverty-level families

According to the 2019-2023 American Community Survey, approximately 16.1% of Richland County's residents live in poverty, while only 13.9% of the State of South Carolina residents live in poverty. Female-headed County households with children are particularly affected by poverty at 29.8%. The County's goal

is to reduce the extent of poverty by 5%, based on actions the County can control and work with other agencies/organizations.

The County funded projects/activities under the following goals and strategies to reduce the number of families living in poverty:

- HMS-1 Operation/Support
- HMS-2 Prevention and Re-Housing
- SNS-2 Social Services
- CDS-5 Public Services

During the FY 2025 Annual Action Plan, Richland County will fund the following projects that will help reduce the number of poverty level families:

- Public Service Activities:
- Housing Rehabilitation
- Public Facility Improvements
- CHDO Set-Aside
- Development of Affordable Housing
- Emergency Solutions Grant Program

Actions planned to develop institutional structure

To effectively implement the Five-Year Consolidated Plan and the Annual Action Plans, the County needs to collaborate with a variety of agencies located in Richland County and also in the City of Columbia. Coordination and collaboration between agencies is important to ensuring that the priorities identified in the Five-Year Consolidated Plan within the County are adequately addressed. The key agencies that are involved in the implementation of the Plan, as well as additional resources that may be available are described below.

Public Institutions –

- **Richland County** - Richland County's Department of Community Planning and Development will be responsible for the administration of the County's community development programs, including some of the local programs that assist target income residents. The Department's responsibilities will include managing and implementing the City's affordable housing policies, including the Five-Year Consolidated Plan and related documents.
- **Columbia Housing Authority** - The Columbia Housing Authority is one of the primary owners of affordable housing within the community. The Housing Authority also administers the Housing Choice (Section 8) Voucher Program. The County will continue to work in close consultation with

the Housing Authority regarding affordable housing issues in Richland County.

- **Richland School District One**
- **Richland School District Two**
- **Richland-Lexington School District Five**

Non-Profit Organizations – There are several non-profit agencies that serve target income households in Richland County. The County will collaborate with these essential service providers.

Faith-Based Organizations – There are several faith-based organizations and coalitions in the Richland County area who actively provide services to low/mod families in need and who advocate on behalf of issues of poverty. The County will see collaborate with these key community partners.

Private Industry – The private sector is an important collaborator in the services and programs associated with the Five-Year Consolidated Plan. The private sector brings additional resources and expertise that can be used to supplement existing services or fill gaps in the system. Lenders, affordable housing developers, business and economic development organizations, and private service providers offer a variety of assistance to residents such as health care, small business assistance, home loan programs, and assisted housing, among others. The County will work closely with these agencies to meet Five-Year Consolidated Plan goals and objectives.

Actions planned to enhance coordination between public and private housing and social service agencies

Richland County is committed to continuing its participation and coordination with social service agencies, housing agencies, community and economic development agencies, County, Federal, and State agencies, as well as with the private and non-profit sectors, to serve the needs of target income individuals and families in the County. The County solicits funding requests for CDBG, HOME, and ESG funds. The County

staff provides help and assistance to the public agencies that receive funding.

Discussion:**Monitoring**

Richland County's Department of Community Planning and Development (Community Development Division) has the primary responsibility for monitoring the County's Annual Action Plan. The Community Development Division will maintain records on the progress toward meeting the goals and the statutory and regulatory compliance of each activity. The Department of Community Planning and Development is responsible for the ongoing monitoring of subrecipients.

For each activity authorized under the National Affordable Housing Act, the County has established fiscal and management procedures that will ensure program compliance and funding accountability. Additionally, the Department will ensure that the reports to the U.S. Department of Housing and Urban Development (HUD) are complete and accurate. The programs will be subject to the Single Audit Act.

For projects, other than CDBG funded activities, a similar reporting format will be used to monitor the Annual Action Plan progress for HOME and ESG activities.

Richland County will provide citizens with reasonable notice of, and the opportunity to comment on its Annual Action Plan in its performance under previously funded CDBG, HOME, and ESG Program Years, and substantial amendments to the Five-Year Consolidated Plan and Annual Action Plans.

Richland County will respond within fifteen (15) days in writing to any written complaints or inquiries from citizens in regard to CDBG, HOME, and ESG Programs, its housing strategy, or its CAPER. This is described in its Citizen Participation Plan.

Richland County and its subrecipients shall comply with the requirements and standards of 2 CFR Part 200, which is the cost principles for state and local governments and their subrecipients. In addition, the County will have written agreements with each of its subrecipients.

The County will monitor its performance with meeting its goals and objectives with its Five-Year Consolidated Plan. It will review its goals on an annual basis in the preparation of its CAPER and will make adjustments to its goals as needed.

The County does not have a timeliness of expenditures problem. The County abides by the Federal cost principles and expenditures. In the expenditures of the CDBG, HOME, and ESG funds for housing construction or project improvements, the County's inspectors will make periodic on-site inspections to ensure compliance with the local housing codes. The County also requires submittal of architectural drawings, site plan, and work specifications for this work. These will be reviewed prior to issuance of

building permits and the distribution of CDBG funds or HOME funds.

DRAFT

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Richland County receives an annual allocation of CDBG, HOME, and ESG funds. Since the County receives these federal allocations, the questions below have been completed, as they are applicable.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0.00
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	\$0.00
3. The amount of surplus funds from urban renewal settlements	\$0.00
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$0.00
5. The amount of income from float-funded activities	\$0.00
Total Program Income:	\$0.00

Other CDBG Requirements

1. The amount of urgent need activities	\$0.00
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.0%

HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(l)(2)

- 1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

Richland County does not intend to use any other forms of investment other than those described in 24 CFR 92.205(b). Not Applicable.

- 2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

To ensure affordability Richland County will impose either resale or recapture provisions when using HOME funds for assisting homebuyers, homeowners and/or CHDO projects. Richland County exercises the option to use both recapture and resale provisions to ensure all or a portion of the County's HOME investments will be recouped in the event the household or entity fails to adhere to the terms of the HOME agreement for the duration of the period of affordability. The provision of resale versus recapture is dependent upon the activity: Recapture activity exists for (a) Down Payment Assistance (RCHAP); (b) CHDO projects that are terminated prior to completion or (c) the Housing Rehabilitation program. Resale provision is used only for CHDO homeownership projects. And while neither resale nor recapture, when CHDO's have rental-based activity, the county reserves the right to collect procedures or allow the CHDO to retain the funds.

- 3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:**

HOME funds are granted to participants of RCHAP and Homeowner Rehabilitation programs in the form of deferred forgivable grants. Recapture provisions will ensure Richland County recoups all or a portion of its HOME investments based upon occupancy as principal residence through an affordability period. Another instance where HOME funds will be recaptured is when a CHDO fails to meet all conditions of a contract and as a result, the contract is terminated prior to project completion. The CHDO is then required to repay the full investment back to the County. While Richland County can structure its recapture provisions based on its program design and market conditions, the period of affordability is the basis upon which the HOME investment is recaptured as described in paragraph 24 CFR 92.25 (a)(5)(ii)(A)(5) of the HOME regulations.

Resale provisions are exercised for CHDO homeownership activities only. These provisions ensure that housing developed with HOME funding remains affordable to LMI families through a 15–20-year period of affordability. Housing is purchased and occupied as principal residence by an LMI household. The CHDO executes an instrument (restrictive covenants or a 2nd mortgage) prior to closing which will detail the resale terms that include housing is made available for subsequent purchase only to a buyer whose family qualifies as a low-income family and use as principal residence. The resale requirement

must also ensure the price at resale provides the original HOME-assisted owner a fair return on investment (including the homeowner's investment and any capital improvement) and ensure the housing will remain affordable to a reasonable range of low-income homebuyers. The period of affordability is based on the total amount of HOME funds invested in an activity. The document will be filed with the 1st mortgage in the County's Register of Deeds office.

Down Payment Assistance (RCHAP)

The Richland County Homeownership Assistance Program (RCHAP) may provide up to \$24,500 toward the purchase of an existing home or the purchase of a newly constructed home in down payment and closing cost assistance for those who qualify. A five (5) or ten (10) year Deferred Forgivable Loan agreement is used as the mechanism for a recapture provision. With this agreement the HOME assistance is forgiven over a five-year period as long as the homeowner continues to own and live in the assisted unit as their primary place of residence for the five-year period of affordability. If the homeowner does not live within this unit and sells the property within this five-year period, the funds are recaptured as a rate of 20 percent diminishing sliding scale per year. For example, if the housing unit sells at year three of this five-year period, the homebuyer would owe back 60 percent of the subsidy (see chart below).

The housing unit must continue to be the principal residence of the homebuyer. If the borrower does not maintain principal residency in the property for at least five-years from the date of closing, Richland County will recapture all or a portion of the HOME assistance to the homebuyer. Failure to maintain the original terms of the mortgage will result in recapture of the grant. In the case of sale; RCHAP will require repayment of funds to be distributed from the net proceeds of the sale of the property as the holder of the lien in second position. A change in the mortgage is triggered by refinancing, selling, or renting the home within the period of affordability. The recaptured amount of the grant is on a pro-rata basis determined by the amount of time the homeowner has owned and occupied the house and will be measured by the affordability period outlined below.

Home Occupancy Time Limit	Repayment Amount of Loan
Year or less	100%
2 Years (up to)	80%
3 Years (up to)	60%
4 Years (up to)	40%
5 Years (up to)	20%
5 Years and over	0% (Satisfaction of Lien)

Only the direct subsidy allotted to the homebuyer is subject to recapture.

Owner-Occupied Rehabilitation Programs

For the Homeowner Rehabilitation Program, HUD regulations do not require a period of affordability, however, the County self-imposes a ten to fifteen-year affordability period and a Deferred Forgivable Loan agreement as the mechanism for a recapture provision. The HOME assistance is forgiven on a

prorated basis over a ten to fifteen-year period as long as the homeowner continues to own and live in the assisted unit as their primary place of residence for the county's self-imposed ten to fifteen-year periods of affordability. An applicant may only be awarded one grant from this program within a five- year period.

All Richland County loans for homeowner housing rehabilitation will be made based on the applicant's household income verification and their ability to repay the loan and outlined below.

- **Deferred Forgivable Loans** – Assistance will be provided in the form of a deferred forgivable loan. No repayment is required. However, applicants must sign a written affidavit indicating that they will occupy the home as their primary residence for at least two (2) years after assistance is granted through the program.

Community Housing Development Organizations (CHDO)/ New Construction

Richland County Community Development will provide HOME subsidy to the Columbia Housing Authority and to non-profit community housing development organizations (CHDOs) for the purpose of developing affordable housing both incorporated County Council District 50 and in unincorporated areas of the County. These units are in progress, and no additional funds have been provided in FY 2022-2026. Priority is given to projects located in master planned areas.

All affordable housing units developed by non-profits and CHDOs are subject to sales restrictions, occupancy requirements and resale obligations. These provisions apply to homeownership and rental units where HOME subsidy is used regardless of the amount of the award and without regard to the type of award received. For all homeownership units, housing must have an initial purchase price not to exceed 95 percent of the median purchase price for the area; be the principal residence for the income-qualifying family at the time of purchase; and is subject to resale to an income eligible family. The initial occupancy requirement for rental units is total household income 50 percent and below of area median income and 60 percent and below for homeownership units.

The period of time where these provisions apply is referred to as the Period of Affordability. The Period of Affordability for resale requirements is determined by the amount of subsidy invested in a housing unit (HOME rule 24 CFR 92.254(a)(5)(i)) For a specific period of time (see table below) a unit if sold must be sold to another family that qualifies as low-income who will use the property as their primary residence. The original homebuyer must receive a fair return on the initial investment; and the property must be sold at a price that is affordable.

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	>\$40,000 15 years
Refinance of Rehabilitation Project	Any dollar amount	15 years
New Construction or	Any dollar amount	20 years

Acquisition of New Housing		
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Fair Return on Investment

Richland County's definition of fair return on investment is defined as what a homebuyer can expect back on their return if they sell their unit during the period of required affordability as referenced within their agreement. The fair return is calculated upon the objective standard for Richland County as the percentage of change in median sales prices for housing units within the median statistical area over or during the period of ownership. This calculation basis includes the original investment by the homebuyer with the addition of specific types of upgrades or additions that will add value to the property. These types of upgrades include tangible, structural improvements to the interior or exterior of the home that would remain with the home during and after a sale. These additional homebuyer-financed improvements are not financed by Richland County. A reasonable range of low-income buyers during the point of resale would be low-income buyers as defined 50%-79% current area median income. During depressed or declining market seasons (such as a time of "seller's market"), a loss of investment does constitute a fair return.

- 4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

Richland County has no plans to refinance debt using HOME funds in FY 2025.

- 5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).**

Not Applicable.

- 6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).**

Not Applicable.

- 7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).**

Not Applicable.

Emergency Solutions Grant (ESG) Reference 91.220(I)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

Richland County's written standards for providing ESG assistance include the following:

- **Coordination** – Each member of the Continuum of Care uses the HMIS System for client data and information. This coordination will be used to determine the services that are to be used to address the needs of the clients.
- **Prioritizing Assistance and Rapid Re-Housing** – Priority will be given to families with children since this is the group that has had the least service in the past and has the greatest need today. The CoC's Rapid Rehousing program prioritizes those who are high acuity and chronic. The CoC-funded programs prioritize families with children, those feeling domestic violence, and those unsheltered.
- **Percentage of Rent and Utilities** – Percentages of costs to be paid will be based on each individual's financial resources, on a case by case basis. Utility costs will not be paid unless arrearages are a barrier to rapid re-housing.
- **Rental Assistance** – A client will only be provided with rental assistance up to one year (12 months).
- **Housing Stabilization** – The average amount of assistance is estimated to be \$1,000 per household for ESG funds.
- **Standards and Procedures Evaluation** – Each individual or family will receive a full evaluation of their needs and case management services that are necessary to stabilize their lives.
- **Street Outreach/Essential Services** – Continuum of Care member organizations will provide street outreach on a monthly basis. Families with children will receive first priority for services.
- **Admission, Referral, Discharge, and Length of Stay** – No person will be denied services based on race, color, religion, national origin, sex, sexual orientation or gender identity, or familial status. All shelters will meet the State Fire Marshall's and State Health Department safety regulations. Accessibility for the handicapped will be provided for the disabled. Each client household will be eligible to receive financial and support services to help maintain their housing up to twenty-four (24) months. A list of rules and regulations will be provided to each applicant. A grievance policy and procedures will be in place in each shelter.
- **Assessing, Prioritizing, and Reassessing** – Each family or individual will be assigned a case manager who will follow them throughout the program. A care plan will be developed with the client and evaluated each month.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The Midlands Area Consortium for the Homeless (MACH) Continuum of Care operates a Coordinated Entry System (CES) across the CoC's 14 counties to help people with a housing crisis find help quickly no matter how or where they seek assistance. CES is designed to ensure that all people experiencing homelessness have fair and equal access to housing, regardless of race, color, national origin, religion, sex, age, familial status, disability, actual or perceived sexual orientation, gender identify, or marital status. The system aims to work with households to understand their strengths and needs, provide a common assessment, and connect them with housing and homeless assistance. Through a standardized assessment and vulnerability screening tools, CES strives to provide assistance to anyone in need and prioritize those with the highest service needs for federally funded housing. The target population of CES are people experiencing homelessness or imminent risk as defined by HUD.

CES works in two phases – initial assessment (Phase I) and vulnerability screening/prioritization (Phase II). Phase I starts with diversion to determine if stable housing can be maintained without a homeless service intervention. If an immediate intervention is still needed after diversion attempts a CES Phase I Assessment is completed in HMIS based on the HUD universal data elements. After initial assessment, the client is referred to resources that best meet their needs and eligibility. Referrals may include prevention funds and sheltering. If the client is assessed to have further long-term needs for housing Phase II is initiated. Phase II includes use of the Vulnerability Index and Service Prioritization Decision Assistance Tool (VI-SPDAT) vulnerability screening tool. The CoC operates a single, prioritization listing that incorporates the results of the vulnerability screening tool in an addition to length of time homeless (rather than individual agency waitlists). Those with the highest vulnerability and length of time experiencing homelessness are prioritized for federally funded permanent supportive housing.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

Richland County Grants & Community Outreach is the department that awards ESG funding to nonprofit organizations. Awards are made through an application and scoring process judged by the County Grants & Community Outreach staff.

Applicants are evaluated based on the following criteria:

- Prior Performance
- Applicant Capacity
- Fiscal Capacity
- Proposed Project

Upon completing the review process, the evaluation team will prepare the rankings of all applicants. Then the final selections of who will receive ESG funds is determined. Successful applicants will be sent a Notice of Intent to Award and offered an opportunity to negotiate an agreement with the County staff.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

Richland County consults with agencies, organizations, and the Midlands Area Consortium for the Homeless (MACH) Continuum of Care. MACH has a formerly homeless person on the board. Several organizations representing the homeless population were contacted for input during the planning process and the public meeting was advertised.

5. Describe performance standards for evaluating ESG.

Richland County continued to consult with the Continuum of Care to determine the ESG funding priorities to assist homeless people. The Continuum of Care assisted in the decision-making process for the development of the ESG program. Richland County worked with the Continuum of Care to develop performance standards for projects and activities assisted by ESG funds, including reviewing the standards that the Continuum of Care has established for their sub-grantees.

Discussion

CDBG Program Income:

Richland County anticipates receiving Program Income following the completion of one Public Facility Improvement Activity during the 2025 Program Year.

CDBG Percentage:

- Administrative Percentage: 20.0%
- Public Service Percentage: 15%
- Low- and Moderate-Income Percentage: 100.0%
- Slum and Blight Activities: 0.0%

Richland County solicited applications for CDBG funds; applications were sent out to a list of agencies, organizations, municipalities, County Departments, and housing providers that had previously submitted an application or which had expressed an interest in submitting an application. The applications were reviewed by the county staff and Richland County citizens for eligibility and fundability.

Richland County does not limit beneficiaries or provide preference to any segment of the low/mod income population.

HOME Program Income:

- Richland County does not anticipate it will receive any HOME program income during this program year.

HOME Match:

- Richland County has excess HOME Match funds from previous years in the amount of \$114,786 as reported in the FY 2023 CAPER. Richland County will have additional HOME Match from bond funds, Federal Home Loan Bank, and other private funds during this program year.

CHDO Organizations:

- Richland County has not certified any Community Housing Development Organizations (CHDOs). Once a project has been identified the County will certify the organization based on the project.

HOME Percentage:

- Administrative Percentage: 10.0%
- CHDO Set-Aside: 15.0%

Richland County will solicit applications for HOME and HOME CHDO funds; applications are sent out to a list of agencies, organizations, and housing providers that have previously submitted an application or which have expressed an interest in submitting an application. The application is reviewed by the county staff and any questions are discussed with the applicant.

Richland County does not limit beneficiaries or provide preference to any segment of the low/mod income population.

ESG Match Requirement:

- Richland County will have \$151,031 in ESG Match during this program year. The ESG Match will come from local and state funds, as well as donations and grants to the ESG sub-grantees.

Richland County Council Request for Action

Subject:

Grants & Community Outreach - Community Development - Substantial Amendments - 2017, 2018, 2020, 2021 & 2024 Annual Action Plans

Notes:

June 24, 2025 – The Administration and Finance Committee recommends approving the proposed Substantial Amendments to the County's 2017, 2018, 2020, and 2024 Annual Action Plans for the investment of HOME and CDBG funds from the U.S. Department of Housing and Urban Development.

**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:	June 3, 2025	Meeting Date:	June 24, 2025
Legal Review	Patrick Wright via email	Date:	June 13, 2025
Budget Review	Brittany Hammond via email	Date:	June 13, 2025
Finance Review	Stacey Hamm via email	Date:	June 11, 2025
Approved for consideration:		County Administrator	Leonardo Brown, MBA, CPM
Meeting/Committee	Administration & Finance		
Subject	Substantial Amendments - 2017, 2018, 2020, 2021 & 2024 Annual Action Plans (AAP's)		

RECOMMENDED/REQUESTED ACTION:

Community Development staff request approval of the proposed Substantial Amendments to the County's 2017, 2018, 2020, 2021 and 2024 Annual Action Plans for the investment of HOME and CDBG funds from the U.S. Department of Housing and Urban Development.

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 proposed Substantial Amendments to the 2017, 2018, 2020, and 2021 Annual Action Plans reallocate and consolidate \$1,059,622.29 of available HOME Investment Partnership funds to allow for more flexible and efficient investments into the development of affordable housing in unincorporated Richland County.

The proposed Substantial Amendment to the 2024 Annual Action Plan reallocates \$205,000.00 in Community Development Block Grant (CDBG) funds from a cancelled Public Facility Improvement activity to be made available for a shovel-ready Public Facility Improvement activity in unincorporated Richland County.

Applicable fund, cost center, and spend category: please see the below

As many HUD Projects share the same Cost Centers and Spend Categories in Workday, most reallocations would not require a Budget Transfer. The following Project reallocations do not require Budget Transfers, but the funds are being reallocated in the Annual Action Plan to a new Project. All HOME Funds are being consolidated into a single "Project" called Development of Affordable Housing which will expend out of Housing Revitalization Spend Category.

Fund	1202
Cost Center	9921- HOME FY18
Grant	GR-00000088
Housing Revitalization	\$135,000 (reallocate from CHDO's Project in 2017 AAP)

Fund	1202
Cost Center	9921- HOME 2018
Grant	GR-00000091
Housing Revitalization	\$80,000 (reallocate from Richland Rolls Project in 2018 AAP)

Fund	1202
Cost Center	9921- HOME 2020
Grant	GR-00000094
Housing Revitalization	\$360,000 (reallocate from Richland Rebuild Project at \$360,000 in the 2020 AAP)

Fund	1202
Cost Center	9921- HOME 2021
Grant	GR-00000097
Housing Revitalization	\$360,000.00 (reallocate from Richland Rebuild at \$360,000 in the 2021 AAP)

Fund	1202
Cost Center	9921- CDBG 2024
Grant	GR-00000449
Public Facilities	\$205,000 (reallocated from Vital Connections of the Midlands to be made available for a shovel-ready project)

The following reallocations will require Budget Transfers in Workday:

Budget Transfer #1:

Fund	1202
Cost Center	9921- HOME 2020
Grant	GR-00000094
FROM	CHDO Homeownership Development - \$13,006.09
TO	Housing Revitalization - \$13,006.09

Budget Transfer #2:

Fund	1202
Cost Center	9921 – HOME 2021
Grant	GR-00000097
FROM	CHDO Homeownership Development - \$111,616.29
TO	Housing Revitalization - \$111,616.20

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

None.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

HUD Consolidated Plan & Annual Action Plan Substantial Amendment Regulations:

In line with the County's Citizens Participation Plan, any change to an Annual Action Plan that adds or removes a Project, alters a Project's budget by 50%, or alters the proposed beneficiaries by 50% requires the County to conduct a Substantial Amendment process. A Public Notice (see attachment) announcing the proposed Substantial Amendments, public comment period, and public hearing posted on Sunday, June 1, 2025 in The State newspaper. The amended plans will be on public display for a 30-Day Public Comment Period from June 3 - July 3, 2025. A Public Hearing will take place on Thursday, June 26, 2025 for Citizens to provide comment. Physical copies of the plans and proposed amendments are available in the Community Development office. Digital copies are available on the Community Development page of the County's website. All Substantial Amendments require final approval from County Council and the local HUD Office.

HUD Grant Compliance

To ensure compliance with HUD's regulations, Community Development staff will follow 2 CFR Part 200 regarding the administration of federal grants programs, 2 CFR Part 570 regarding CDBG funds, and 2 CFR Part 92 regarding HOME Investment Partnership funds. CDBG and HOME funds can only be awarded to Subrecipients located in and/or predominantly serving individuals in unincorporated Richland County. Federal law requires CDBG and HOME funds primarily benefit low-to-moderate-income persons (at 80% of area median income or below).

MOTIONS OF ORIGIN:

The following mark the original approval dates and previous Substantial Amendments for the impacted Annual Action Plans:

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

“...the committee recommended approval of this item.”

Council Member	Recommendation of the Administration & Finance Committee
Meeting	Special Called
Date	July 25, 2017

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

“...the committee recommended approval of this item.”

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

Item 17a. FY2020-2021 CDGG and HOME Annual Action Plan Budget

“...to approve this item.”

Council Member	The Honorable Chakisse Newton, District 11
Meeting	Regular Session
Date	July 21, 2020

Item 15g. Community Planning & Development – 2021-2022 Annual Action Plan

“...to approve the consent items.”

Council Member	The Honorable Chakisse Newton, District 11
Meeting	Special Called
Date	July 13, 2021

Item 13f. Grants & Community Outreach – CDBG Substantial Amendments to Consolidated Plan and Annual Action Plans for Affordable Rental Housing Development

“...to approve Items 13(a) – 13(f).”

Council Member	The Honorable Jessica Mackey, District 9
Meeting	Special Called
Date	December 5, 2023

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.”

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

STRATEGIC & GENERATIVE DISCUSSION:

Proposed Amendments

The proposed Substantial Amendments to the 2017, 2018, 2020, and 2021 Annual Action Plans reallocate and consolidate HOME Investment Partnership funds to allow for more flexible and efficient investments into the development of affordable housing in unincorporated Richland County.

The proposed Substantial Amendment to the 2024 Annual Action Plan reallocates \$205,000.00 in Community Development Block Grant (CDBG) funds from a cancelled Public Facility Improvement activity to a shovel-ready Public Facility Improvement activity in unincorporated Richland County

Attachment II provides a brief summary of the proposed Amendments and impacted plans. The detailed Substantial Amendments are available for public review and comment for a 30-Day Period that commences on Wednesday, June 3, 2025 and closes on Thursday, July 3, 2025. Proposed Substantial Amendments and all impacted plans are on display in the Richland County Community Development Office in the Richland County Administration Building (Suite 3058). The proposed Substantial Amendments are also available for review on the County’s website:

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

Grant Funding Background

CDBG and HOME Investment Partnership grant funds are provided on an annual basis to the County following allocation by Congress and the U.S. Department of Housing and Urban Development (HUD). The County is required to develop and Annual Action Plan (AAP) to guide each year's allocation of grant funds. The County has seven (7) years to expend CDBG funds on an eligible project and eight (8) years to expend HOME funds on an eligible affordable housing activity.

The buildup of HOME Investment Partnership Funds from 2017-2021 is a result of cancelled projects and programs, the repayment of funds back to HUD for cancelled activities, and challenges with staff turnover and program closures during the COVID-19 Pandemic. The specific projects cancelled are included in the Substantial Amendment materials on display in the Community Development Office (see Attachment 2).

The proposed Substantial Amendment to the 2024 Annual Action Plan is the result of a cancelled Public Facility project with Vital Connections of the Midlands after their property acquisition opportunity fell through.

Best Practices & Strategy

The Substantial Amendments to the 2017, 2018, 2020 and 2021 AAP's allow the County to consolidate the available \$1,289,872.20 in HOME funds scattered among allocations to a variety of Affordable Housing development Projects (i.e. Richland Rebuild, Richland Rolls, and CHDO's) into a singular, flexible, efficient HOME Project called "Development of Affordable Housing." This Project will allow for eligible nonprofit, faith-based, and private entities to seek HOME funding for affordable housing developments that create rental and homeownership opportunities through acquisition, rehabilitation, and new construction. County staff can tap funds from as far back as 2017 to strategically invest. See Attachment 2 for an Executive Summary of the amendments and impacted projects.

Similarly, the Substantial Amendment to the 2024 AAP reallocates \$205,000 in Public Facility Improvement funding from a dedicated Subrecipient to a broadly defined Project for shovel-ready investments serving the LMI Community.

It is a best practice in the development of Annual Action Plans to provide for broadly defined Projects that allow for maximum flexibility, the ability to pivot investment priorities in response to changes in the housing market and economy, and to maneuver through unexpected challenges that arise with potential Subrecipients.

Investing the Funds

This Substantial Amendments process is running in tandem with County Staff's efforts to seek and develop eligible, impactful projects for the investment of these funds. The Notice of Funding Availability (NOFA) process for CDBG projects was conducted from February - May 2025 which has created a strong pipeline of potential projects. The NOFA for the HOME Investment Partnership Program calling for Affordable Housing Development projects is launching in June 2025 with a rolling deadline for submission. There are already several eligible projects with local partners who are ready to apply for HOME funding.

Once Substantial Amendments are approved by Council and HUD, County Staff are positioned to begin bringing eligible projects to Council for consideration for both the HOME and CDBG funding opportunities.

Timeliness and Expiring Funds

The proposed Amendments provide the County with a flexible strategy to ensure all HOME funds are invested prior to expiration. They also help ensure the County continues meeting the annual CDBG Timeliness Test, a central area of compliance and sign of program strength for HUD.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Foster Good Governance

Objective: Develop realistic and achievable goals

Goal: Commit to fiscal responsibility.

Objective: Align budget to priorities and seek alternative revenue sources.

Objective: Establish process to prioritize initiative to align with available resources.

Goal: Plan for growth through inclusive and equitable infrastructure

Objective: Create excellent facilities.

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

Objective: Develop a community engagement plan

SUMMATIVE OVERALL COUNTY IMPACT:

- The proposed Substantial Amendments reallocate and consolidate historical HOME Investment Partnership funds to allow for more flexible and efficient investments into the development of affordable housing in unincorporated Richland County.
- The proposed Substantial Amendments allow for 2024 CDBG Public Facility Improvement funds to be reallocated to a shovel-ready project serving low-to-moderate-income residents of the County.
- County staff have efforts already underway to seek and develop eligible projects for the efficient investment of these HUD resources.
- These Amendments help ensure all HOME funds are invested prior to expiration and that the County continues meeting the annual CDBG Timeliness Test, a central area of compliance and sign of program strength for HUD.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The proposed Substantial Amendments allow for the strategic use of valuable HOME and CDBG funds from the Federal government to develop affordable housing and improve public facilities. The Amendments enable the County to invest critical dollars more efficiently, in alignment with available resources, and through realistic methods. It fosters good governance by ensuring the County meets critical HUD Timeliness and expiration deadlines. Further, the Substantial Amendment process is conducted with a period of public comment and input, and will lead to many opportunities for wins and community celebration.

ATTACHMENTS:

1. Public Notice for Substantial Amendments Process
2. Executive Summary of Proposed Substantial Amendments



**NOTICE OF 30-DAY COMMENT PERIOD & PUBLIC HEARING ON
PROPOSED SUBSTANTIAL AMENDMENTS TO
ANNUAL ACTION PLANS & CITIZEN PARTICIPATION PLAN**

NOTICE IS HEREBY GIVEN that Richland County, South Carolina will conduct a public hearing on proposed Substantial Amendments to the 2017 Annual Action Plan (AAP), 2018 AAP, 2020 AAP, 2021 AAP, 2024 AAP, and the Citizen Participation Plan. These plans guide the County's investment of funds from the U.S. Department of Housing and Urban Development. Said public hearing will be held at the following date, time and place:

DATE: Monday, June 9, 2025
TIME: 6:00 P.M. EST
PLACE: Richland County Council Chambers, Administration Building
2020 Hampton Street
Columbia, South Carolina, 29204

The location is accessible to persons with physical disabilities. If special arrangements need to be made to accommodate any resident, including translation services, please contact the Richland County Community Development Office at least two days in advance at (803) 576-2230 or richardson.callison@richlandcountysc.gov to make those arrangements. Persons who may have a hearing impediment, please contact 7-1-1 for the TTY/TTD relay.

The proposed Substantial Amendments to the 2017, 2018, 2020, and 2021 Annual Action Plans reallocate and consolidate HOME Investment Partnership funds to allow for more flexible and efficient investments into the development of affordable housing in unincorporated Richland County.

The proposed Substantial Amendment to the 2024 Annual Action Plan reallocates \$205,000.00 in Community Development Block Grant (CDBG) funds from a cancelled Public Facility Improvement activity to a shovel-ready Public Facility Improvement activity in unincorporated Richland County.

The proposed Substantial Amendment to the County's Citizen Participation Plan (CPP) creates a Disaster Relief & Recovery Clause, allowing the County to more quickly invest available HUD funds in the event of a future Emergency or Disaster Declaration. Minor amendments clarifying required Public Comment Periods, timing of Public Hearings, and updating contact information are also proposed.

The detailed Substantial Amendments will be available for public review and comment for a 30-Day Period that commences on Wednesday, June 3, 2025 and closes on Thursday, July 3, 2025. Proposed Substantial Amendments and all impacted plans will be on display in the Richland County Community Development Office in the Richland County Administration Building, 2020 Hampton Street, Suite 3058, Columbia, SC 29204. The proposed Substantial Amendments are also available for review on the County's website: <https://www.richlandcountysc.gov/Government/Departments/Community-Development>

To provide comments on the proposed Substantial Amendments, please attend the Public Hearing on June 9th or contact Callison Richardson in the County's Community Development Division at (803) 576-2230 or via email at richardson.callison@richlandcountysc.gov. A summary of all comments received during the public comment period, as well as at the public hearing, will be incorporated into the final

documents for submission to HUD. All Substantial Amendments must receive final approval by Richland County Council and the U.S. Department of Housing and Urban Development.

Ms. Callison Richardson
Division Manager, Community Development
Richland County Government



Richland County Community Development
Substantial Amendments Process| June 2025

EXECUTIVE SUMMARY OF PROPOSED SUBSTANTIAL AMENDMENTS TO THE
2017 ANNUAL ACTION PLAN
2018 ANNUAL ACTION PLAN
2020 ANNUAL ACTION PLAN
2021 ANNUAL ACTION PLAN
2024 ANNUAL ACTION PLAN

Jurisdiction: Richland County, South Carolina Jurisdiction Web Address: http://richlandcountysc.gov	Responsible Entity: Community Development Office: Address: Richland County Government 2020 Hampton Street, Suite 3058 Columbia, SC 29204 Telephone: (803) 576-2230 communitydevelopmentinfo@richlandcountysc.gov
http://richlandcountysc.gov/government/departments/community-development	

Timeline for Substantial Amendments Process:

Public Notice Published: Sunday, June 1, 2025 in *The State* newspaper

30-Day Public Comment Period: June 3 – July 3, 2025

Public Hearing: Monday, June 9, 2025 at 6:00PM

Committee Review: Tuesday, June 24, 2025 at the Admin & Finance Committee

Council Approval: Tuesday, July 8, 2025

Submission to HUD: Following Council approval.

Summary of Substantial Amendments:

The proposed Substantial Amendments to the 2017, 2018, 2020, and 2021 Annual Action Plans reallocate and consolidate **\$1,165,250.20** of available HOME Investment Partnership (HOME) funds to allow for more flexible and efficient investments into the development of affordable housing in unincorporated Richland County.

The proposed Substantial Amendment to the 2024 Annual Action Plan reallocates **\$205,000.00** in Community Development Block Grant (CDBG) funds from a cancelled Public Facility Improvement activity to be made available for a shovel-ready Public Facility Improvement activity in unincorporated Richland County.



Richland County Community Development Substantial Amendments Process| June 2025

A Substantial Amendment to any Annual Action Plan is required whenever the proposed action meets the following criteria as listed in the County's CDBG Citizen Participation Plan:

- a) any addition or deletion of major proposed activities
- b) an increase or decrease greater than 50% in a budget line item

Grant Funding Background

CDBG and HOME Investment Partnership grant funds are provided on an annual basis to the County following allocation by Congress and the U.S. Department of Housing and Urban Development (HUD). The County is required to develop an Annual Action Plan (AAP) to guide each year's allocation of grant funds. The County has seven (7) years to expend CDBG funds on an eligible project and eight (8) years to expend HOME funds on an eligible affordable housing activity.

The build-up of HOME Investment Partnership Funds from 2017-2021 is a result of cancelled projects and programs, the repayment of funds back to HUD for cancelled activities, and challenges with staff turnover and program closures during the COVID-19 Pandemic.

The proposed Substantial Amendment to the 2024 Annual Action Plan is the result of a cancelled Public Facility project with Vital Connections of the Midlands after their property acquisition opportunity fell through.

Staff Recommendations, Best Practices, and Strategic Funding Reallocations

Staff is recommending the following reallocations of HOME Investment Partnership (HOME) Funds and Community Development Block Grant (CDBG) Funds:

I) **Reallocating HOME Funds:**

- **Project Changes:** Proposed Substantial Amendments to the 2017, 2018, 2020, and 2021 Annual Action plans delete eight (8) narrowly defined Affordable Housing Projects spanning four Annual Action Plans that stalled or were cancelled altogether. As a result, \$1,059,622.09 in available, built-up HOME funds will be reallocated to a new, broadly defined project called "*Development of Affordable Housing*." The new project consolidates available funds to create a singular, flexible Affordable Housing Project that allows for the more efficient investment of HUD funds.
- **Expiring Funds:** HOME funds expire after eight (8) years. These amendments will allow for the timely expenditure of funds to ensure HOME dollars are expended prior to upcoming expiration deadlines of September 30, 2025 (for 2017 funds) and September 30, 2026 (for 2018 funds).

II) **Reallocating CDBG Funds:**

- **Project Changes:** The amendment to the 2024 Annual Action Plan is being



Richland County Community Development Substantial Amendments Process| June 2025

conducted to remove an allocation of CDBG funds from a Public Facility Improvement activity for Vital Connections of the Midlands, allowing funds to be made available to qualified, shovel-ready projects. County staff are actively engaged in project development efforts to identify a strong replacement project that serves the Low/Mod population in unincorporated areas of the County.

- **CDBG Timeliness Test:** HUD annually evaluates whether Community Development Block Grant (CDBG) Grantees are carrying out their programs in a timely manner as evidenced by their use of CDBG funds. This assessment occurs each year on August 2nd. Reallocating unused funds enables Richland County Community Development to meet HUD's annual timeliness test and ensure continued program compliance.

It is a best practice in the development of Annual Action Plans to include broadly defined Projects that allow for maximum flexibility, the ability to pivot investment priorities in response to changes in the housing market and economy, and to maneuver through unexpected challenges that arise with potential Subrecipients.

Impacted Projects:

Each year, the County uses public input to develop an Annual Action Plan (AAP) that guides the investment of each annual allocation of CDBG and HOME awards. The plans allocate funds to specific projects aimed at benefiting low-to-moderate-income (LMI) households in unincorporated Richland County. These Substantial Amendments will reallocate funds in prior year AAP's from one project to another, allowing the County to quickly put the funding to work.

The **\$1,165,250.20 in HOME funds** will be reallocated to Development of Affordable Housing from the following Projects:

Table I: Details on Impacted HOME Projects

Program Year & Project/Activity	Available HOME Funds	Activity Status
2017: CHDO Set-Aside	\$135,000.00	Funds repaid to HUD after a cancelled homeownership project.
2018: Richland Rolls	\$80,000.00	Project stalled, program never opened.
2020: Richland Rebuild	\$360,000.00	Project stalled due to staff turnover during COVID-19 Pandemic.
2020: CHDO Set-Aside	\$118,634.00	Project stalled due to staff turnover during COVID-19 Pandemic.
2021: Richland Rebuild	\$360,000.00	Project stalled due to staff turnover during COVID-19 Pandemic.
2021: CHDO Set-Aside	\$111,616.20	Project stalled due to staff turnover during COVID-19 Pandemic.
Total to be Reallocated	\$1,165,250.20	



Richland County Community Development Substantial Amendments Process| June 2025

These reallocated HOME funds will be consolidated into a Project in each plan called **“Development of Affordable Housing.”** *These Projects will allow for eligible nonprofit, faith-based, and private entities to seek HOME funding for affordable housing developments that create rental and homeownership opportunities through acquisition, rehabilitation, and new construction. County staff can tap funds from as far back as 2017 to strategically invest.*

Table II: Remaining Funds in Impacted HOME Projects:

Updated Allocations in 2017-2024 Annual Action Plans for Impacted HOME Projects (in dollars)						
Project Name	Original Allocation Balances			Revised Allocation Balances		
	2017-2021 Funds	2022-2024 Funds	Total Allocations	2017-2021 Funds	2022-2024 Funds	Total Allocations
CHDO Set-Aside	\$365,250.20	\$389,725.00	\$537,731.09	\$0.00	\$389,725.00	\$389,725.00
Richland Rebuild	\$350,684.13	\$720,000.00	\$1,100,642.07	\$350,684.13	\$0.00	\$350,684.13
Richland Rolls	\$80,000.00	\$0.00	\$80,000.00	\$0.00	\$0.00	\$0.00
Development of Affordable Housing	\$0.00	\$1,648,252.80	\$1,648,252.80	\$445,250.20	\$1,648,252.80	\$2,093,503

The **\$205,000.00** in CDBG funds will be reallocated to Public Facility Improvements Project from the following Project:

Table III: Details on Impacted CDBG Projects

Program Year & Project/Activity	Available CDBG Funds	Activity Status
2025: Vital Connections of the Midlands	\$205,000.00	Project cancelled after lost acquisition opportunity.
To be Reallocated:	\$205,000.00	

These CDBG funds will be made available to qualified, shovel-ready Public Facility Improvement projects. Through the 2025 CDBG Notice of Funding Availability (NOFA) process, County staff are actively engaged in project development efforts to identify a strong replacement project that serves the Low/Mod population in unincorporated areas of the County.

Investing these Funds:

This Substantial Amendments process is running in tandem with County efforts to seek and develop eligible, impactful projects for the investment of these funds. The Notice of Funding Availability (NOFA) process for CDBG projects was conducted from February - May 2025 which has created a strong pipeline of potential projects. The NOFA for the HOME Investment Partnership Program calling for Affordable Housing Development projects is launching in June 2025 with a rolling deadline for submission. There



Richland County Community Development Substantial Amendments Process| June 2025

are already several eligible projects with local partners who are ready to apply for HOME funding.

Once Substantial Amendments are approved by Council and HUD, County Staff are positioned to begin bringing eligible projects to Council for consideration for both the HOME and CDBG funding opportunities.

Impact on Annual Action Plan Goals and Objectives

The proposed Amendments are in keeping with the 2017-2021 Five-Year Consolidated Plan and 2022-2026 Five-Year Consolidated Plans and associated Annual Action Plans. There are no changes to the goals as originally proposed. Goals associated with the development of affordable housing units and the improvement of public facilities serving the LMI community remain.

Public Comment

In alignment with Richland County's Citizen Participation Plan, a public notice was posted in *The State* newspaper Sunday, June 1, 2025 and a 30-Day public display and comment period for the proposed Substantial Amendments will occur from June 3, 2025-July 3, 2025. In addition, a public hearing is scheduled to be held regarding the proposed Substantial Amendments on Monday, June 9, 2025 at 6:00 PM in the Council Chambers prior to its approval by County Council for submission to HUD.

A summary of public comments received regarding the proposed Substantial Amendments will be included in the final submission to HUD.

Attachment: Notice of 30-Day Public Comment Period

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 Pontiac LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

Notes:

First Reading: May 6, 2025
Second Reading: May 13, 2025
Third Reading: June 17, 2025
Public Hearing: June 3, 2025

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 PONTIAC SOLAR LLC 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, Pontiac Solar, LLC, a Delaware limited liability company, previously known to the County as 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

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: May 6, 2025
Second Reading: May 13, 2025
Public Hearing: July 8, 2025
Third Reading: July 8, 2025

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT

BETWEEN

PONTIAC SOLAR, LLC

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF JUNE 17, 2025

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Exhibit A	–Description of Property
Exhibit B	– Form of Joinder Agreement
Exhibit C	– Accountability Resolution
Exhibit D	– Description of Infrastructure Credit
Exhibit E	– Landowners

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
Sponsor Name	Pontiac Solar, LLC	
Project Location	Richland County, SC	Exhibit A
Tax Map No.	39200-02-03; 39100-02-02	Exhibit A
FILOT		
• Phase Exemption Period	30 Years	1.1; Definition of “Phase Termination Date”
• Contract Minimum Investment Requirement	\$2,500,000	1.1; Definition of “Contract Minimum Investment”
• Investment Period	5 Years	1.1; Definition of “Investment Period
• Assessment Ratio	6%	4.2(a)
• Millage Rate	448.9	4.2(a)
• Fixed or Five-Year Adjustable Millage	Fixed	4.2(a)
• Claw Back Information	Failure to reach Contract Minimum Investment Requirement during the Investment Period terminates the Fee Agreement.	6.1
Multicounty Park	I-77 Corridor Regional Industrial Park	1.1; Definition of “Multicounty Park”
Infrastructure Credit		
• Brief Description	Amount necessary to fix annual FILOT Payment as described in Exhibit D	Exhibit D
• Credit Term	Term of the Fee Agreement	Exhibit D
• Claw Back Information	Failure to reach Contract Minimum Investment Requirement during the Investment Period terminates the Fee Agreement.	6.1
Other Information		

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 June 17, 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 Pontiac Solar, LLC, previously known to the County as Project Sam, a limited liability company organized and existing under the laws of the State of Delaware (“**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 June 17, 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. 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), the Fee Agreement shall not be invalidated (except as otherwise may be required under State law or policy of the Department), and (i) the Commencement Date shall be deemed to be December 31, 2028, and (ii) the term of the Investment Period shall be deemed to have commenced as of December 31, 2028. The County shall not issue any annual bill for a FILOT Payment, Net FILOT Payment or Minimum Net FILOT Payment with respect to the Project until the County has received a certification from the Department with respect to the Economic Development Property associated with the Project.

“**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 in 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.

“Minimum Net FILOT Payment” has the meaning given to such term in Exhibit D of this Fee Agreement.

“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 29th 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 Pontiac Solar, LLC 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.

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, 2024.

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 (or Minimum Net FILOT Payment, as applicable), calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment (or Minimum Net FILOT Payment, as applicable) to the County in accordance with applicable law.

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 (or Minimum Net FILOT Payment, as applicable) 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 or cessation of the generation of solar power at the Facility for a period of twelve (12) consecutive months;

(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.

(b) The County is entitled to use counsel of its choice, and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, reasonably 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 60 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, the performance of the County’s obligations under this Fee Agreement, the administration of its duties under this Fee Agreement, or 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 extinguished by the termination of this Fee Agreement pursuant to the terms hereof and such termination is properly effected; provided, however, the Sponsor shall be required to indemnify the County for any costs arising prior to the point of such determination or mutual agreement.

(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, condition or delay. The County hereby consents in advance to any collateral assignment of this Fee Agreement, in whole or in part, by the Sponsor to any third party in relation to any financing for the Project. 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. Notwithstanding anything in this Fee Agreement to the contrary, in no event shall a change in control of the Sponsor be deemed an assignment subject to this Section 8.6, and shall not require the prior consent, written or otherwise, of the County.

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 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:

Pontiac Solar, LLC
Attn: Alex Um
17785 Center Court Drive, Suite 200
Cerritos, California 90703

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]

PONTIAC SOLAR, LLC

By: Hanjoo Jun
Its: Authorized Representative

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

PROPERTY 1

LOCATION: RICHLAND COUNTY, SC

TOTAL APPROXIMATE ACREAGE: 472.6

LEGAL DESCRIPTION (R39200-02-03):

The Land is described as follows:

All those certain piece, parcels or tracts of land with improvements thereon, located near the Town of Eastover in the County of Richland, State of South Carolina, and designated as Tracts A, B, C, D, and E on a Plat prepared for Benjamin W. Porter by William Wingfield, dated August 15, 1974 and recorded in the Office of the R.M.C. for Richland County in **Plat Book X, Page 2903**, each tract being more particularly described as follows:

TRACT A:

Containing 140.1 acres, more or less, bounded on the North by lands now or formerly of Freeman for a distance of 2160.0 feet, more or less; on the East by Tract B as shown on the aforesaid plat for a distance of 2594.5 feet, more or less; on the South by lands now or formerly of Phillips for a distance of 2458.9 feet, more or less; and on the West by lands now or formerly of Rye for a distance of 1912.9 feet, more or less, and lands now or formerly of Goude for a distance of 780.0 feet, more or less.

TRACT B:

Containing 140.1 acres, more or less, and bounded on the North by lands now or formerly Freeman for a distance of 1821.0 feet, more or less; on the East by Tract C as shown on the aforesaid plat for a distance of 3717.5 feet, more or less; on the South by lands now or formerly of Patterson and lands now or formerly of Dunbar for a total distance of 1526.0 feet, more or less; and on the West by lands now or formerly of Phillips for a distance of 1199.3 feet, more or less, and by Tract A, as shown on the aforesaid plat for a distance of 2594.5 feet, more or less.

TRACT C:

Containing 140.1 acres, more or less, and bounded on the North by lands now or formerly of Freeman for a distance of 945.0 feet, more or less, on the Northeast by Tract D as shown on the aforesaid plat for a distance of 2460.0 feet, more or less; on the East by lands now or formerly of Boyle for a distance of 1398.6 feet, more or less; on the South by lands now or formerly of Boyle, Nickpeay, Boyle and Patterson, for a total distance of 1994.24 feet, more or less; and on the West by Tract B as shown on the aforesaid plat for a distance of 3717.5 feet, more or less.

TRACT D:

Containing 140.1 acres, more or less, and bounded on the North by lands now or formerly of Freeman for a distance of 3254.5 feet, more or less; on the East by land designated as Tract E on the aforesaid plat for a distance of 2244.5 feet, more or less; and on the West by lands designated as Tract C on the aforesaid plat for a distance of 2460.0 feet, more or less.

TRACT E:

Containing 140.2 acres, more or less, and bounded on the North by lands now or formerly of Freeman for a distance of 2156.62 feet, more or less; on the South by lands now or formerly of Boyle for a distance of 3317.7 feet, more or less; and on the West by Tract D, as shown on the aforesaid plat for a distance of 2190.4 feet, more or less.

LESS AND EXCEPTING FROM TRACT A, TRACT B, TRACT C, TRACT D, and TRACT E:

All those certain pieces, parcels or tracts of land with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, the same being shown as Tract 1 and Tract 2, containing 230.00 acres, more or less, on a plat prepared for John Alexander Porter, Marion Porter Crane, and Benjamin Markley Porter by Thomas Gordon McLeod, P.L.S., dated April 16, 1999, and recorded in **Book 333, Page 1140**, in the official records of Richland County. Said Tracts having the following metes and bounds to wit: BEGINNING at the northwestern most corner being the common corner of properties owned by Jetty W. Rye, Life Estate and George T. McCutchen, Jr., and running along property of George T. McCutchen, Jr., S 82° 18' 03" E for a distance of 789.64 feet to an iron pipe; thence continuing S 82° 10' 29" E for a distance of 2718.47 feet to an iron pipe; thence continuing S 82° 17' 58" E for a distance of 1887.50 feet to an iron pipe; thence continuing S 82° 17' 58" E for a distance of 1109.03 feet to an iron pipe; thence running along property of George T. McCutchen, Jr., and H. R. Burg, S 82° 17' 58" E for a distance of 170.65 feet to an iron pipe; thence continuing along property of H. R. Burg S 82° 00' 40" E for a distance of 2000.00 feet to an iron pipe; thence continuing S 82° 00' 40" E for a distance of 1669.69 feet to an iron pipe; thence continuing S 82° 00' 40" E for a distance of 103.51 feet to an iron pipe; thence turning and running along the Wateree River S 22° 41' 52" E for a distance of 63.77 feet to a point located; thence continuing S 28° 42' 02" E for a distance of 39.26 feet to a point located; thence continuing S 21° 48' 11" E for a distance of 162.05 feet to a point located; thence continuing S 13° 17' 03" E for a distance of 96.39 feet to a point located; thence continuing S 14° 48' 34" E for a distance of 55.76 feet to a point located; thence continuing S 19° 36' 46" E for a distance of 91.81 feet to a point located; thence continuing S 20° 31' 16" E for a distance of 73.94 feet to a point located; thence continuing S 11° 27' 54" E for a distance of 109.43 feet to a point located; thence continuing S 10° 33' 58" E for a distance of 69.09 feet to a point located; thence continuing S 08° 07' 25" E for a distance of 42.33 feet to an iron pipe; thence turning and running along property of John Alexander Porter, Marion Porter Crane, and Benjamin Markley Porter, N 82° 09' 06" W for a distance of 2016.53 feet to an iron pipe; thence continuing N 82° 09' 06" W for a distance of 2364.17 feet to an iron pipe; thence continuing N 82° 09' 06" W for a distance of 1635.83 feet to an iron pipe; thence continuing N 82° 09' 06" W for a distance of 2000.00 feet to an iron pipe; thence turning and running along property of James E. Johnson, Jr., N 08° 20' 40" E for a distance of 598.19 feet to an iron pipe; thence turning and continuing along said property N 81° 44' 35" W for a distance of 387.81 feet to an iron pipe; thence turning and continuing along said property S 08° 19' 01" W for a distance of 899.01 feet to an iron pipe; thence turning and running along property of John Alexander Porter, Marion Porter Crane and Benjamin Markley Porter, N 81° 41' 05" W for a distance of 486.23 feet to an iron pipe; thence turning and running along property of Mary Ella Rye Blank, N 05° 44' 20" E for a distance of 174.22 feet to an iron pipe; thence running along property of F. C. and B. R. Heape N 05° 44' 20" E for a distance of 279.74 feet to an iron pipe; thence continuing along said property N 09° 23' 06" E for a distance of 128.93 feet to an iron pipe; thence running along property of Jetty W. Rye, Life Estate, N 09° 26' 59" E for a distance of 650.82 feet to the point of BEGINNING.

PROPERTY 2

LOCATION: RICHLAND COUNTY, SOUTH CAROLINA

TOTAL ACREAGE: 25 ACRES, MORE OR LESS

LEGAL DESCRIPTION (39100-02-02):

All that certain piece, parcel, or lot of land, together with the improvements thereon, located in the lower township in the County of Richland, State of South Carolina, containing twenty-five (25) acres of land, and being the Western half of a Fifty (50) acre tract being described in a plat for D.M. Bynum by J.R. Seay dated January 29, 1918 and filed in Plat Book "C" at Page 255 and also being described as Parcel "A" on a plat prepared for Earnest Patterson and Susan Patterson by Claude R. McMillan, Jr. dated November 14, 1978 and recorded in the Office of the RMC for Richland County on June 17, 1980.

Said parcel being bounded on the North by land now or formerly of Freeman whereon it measures Three Hundred Ninety-Six (396') feet; on the South by land now or formerly of Bynum whereon it measures Three Hundred Ninety-Six (396') feet; on the East by land now or formerly of Susan Patterson whereon it measures Two Thousand Seven Hundred Seventy-Two (2772') feet; and on the West by land now or formerly of Bynum whereon it measures Two Thousand Seven Hundred Seventy-Two (2772') feet, be all measurements a little more or less.

SUBJECT TO: THE PERMITTED EXCEPTIONS AND THAT CERTAIN ORDER AND OPINION ENTERED MARCH 19, 2018 IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH CAROLINA COLUMBIA DIVISION ATTENDANT TO DOMINION ENERGY CAROLINA GAS TRANSMISSION, LLC'S EXERCISE OF ITS EMINENT DOMAIN POWERS PURSUANT TO THE NATURAL GAS ACT (CIVIL ACTION No.: 3:16-cv-01924-JMC).

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 Pontiac Solar, LLC (“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 7th day of November 2023.

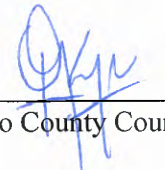
RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)

ATTEST:



Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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

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.

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**.” The annual Net FILOT Payment is equal to the Final Output (as defined below and expressed in MWac) of the Project multiplied by \$3,458.58. The annual Net FILOT Payment shall not be less than \$172,929 which is equal to a Final Output of the Project of 50 MWac multiplied by \$3,458.58 (“**Minimum Net FILOT Payment**”).

The Infrastructure Credit shall commence with the first FILOT Payment due under this Fee Agreement. In the event the Sponsor has placed the Project into service but has not certified the Final Output of the Project at the time the first FILOT Payment is due under this Fee Agreement, then for each year prior to certification of the Final Output of the Project, the Sponsor shall pay the Minimum Net FILOT Payment until it certifies Final Output. If, upon certification of Final Output, the Net FILOT Payment is greater than the Minimum Net FILOT Payment because the certified Final Output is greater than 50 MWac, then for each Minimum Net FILOT Payment the Sponsor made prior to certification of Final Output the Sponsor shall pay to the County the difference between (i) the Net FILOT Payment calculated using the certified Final Output that would have been due but for certification of Final Output, and (ii) the Minimum Net FILOT Payment. On and after certification of Final Output, the Sponsor shall pay the greater of (i) the Net FILOT Payment based on the actual Final Output of the Project and (ii) the Minimum Net FILOT Payment. The County shall not have any right to issue, nor receive any payment under, and the Sponsor shall have no obligation or duty to pay any amounts due under, any annual bill for a FILOT Payment, Net FILOT Payment or Minimum Net FILOT Payment with respect to the Project unless and until the County receives a certification from the Department with respect to the Economic Development Property associated with the Project.

In any year in which the Net FILOT Payment (or Minimum Net FILOT Payment, as applicable) is lower than the Base FILOT Payment, the Infrastructure Credit shall be applied to the Base FILOT Payment to reduce the Base FILOT Payment to the Net FILOT Payment (or Minimum Net FILOT Payment, as applicable) for such year. In years in which the Net FILOT Payment (or Minimum Net FILOT Payment, as applicable) 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 sufficient for the Base FILOT Payment to equal the Net FILOT Payment (or Minimum Net FILOT Payment, as applicable). The Net FILOT Payment (Minimum Net FILOT Payment, as applicable) is in lieu of all *ad valorem* tax payments that would be due with respect to the Economic Development Property in the absence of this Fee Agreement.

For purposes of this Exhibit D, the following terms have the following meanings:

“**Commercial Operation**” means the date that the Project starts producing and selling electrical energy in paying quantities, excluding the generation of electrical energy or other operations conducted before that date for purposes of maintenance and testing.

“**Final Output**” shall mean the final power output capacity of the Project as certified by a third-party, independent energy yield assessment prior to 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 within 30 days of receiving the certified Final Output, and upon receipt of the Final Output, the County will determine the Net FILOT Payment.

“***MWac***” means megawatts of alternating current.

To the fullest extent permissible under State law, the Infrastructure Credit shall be deemed to pay for the cost of real property; provided however, if the Infrastructure Credit is deemed to be used to pay for the cost of personal property and the removal of such personal property results in a penalty pursuant to Section 4-29-68(A)(2)(ii) of the Code, the Sponsor is 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.

EXHIBIT E (see Section 9.1)
LANDOWNERS

Broadacres, LLC, a South Carolina limited liability company (Tract 1, R39200-02-03)

Willie L. Patterson (Tract 2, 39100-02-02)

Richland County Council Request for Action

Subject:

An Ordinance Authorizing the sale of 120 Clemson Road, Columbia, South Carolina, TMS #R25608-01-38, to Cason Development Group, LLC

Notes:

First Reading: June 3, 2025

Second Reading:

Third Reading:

Public Hearing:

Recommended Ordinance Title:

AN ORDINANCE AUTHORIZING A DEED TO 120 CLEMSON ROAD, COLUMBIA, SOUTH CAROLINA, COUNTY TMS# R25608-01-38 (TO CASON DEVELOPMENT GROUP, LLC.; THE SALE THEREOF; AND THE EXECUTION OF THE REAL ESTATE CONTRACT)

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

AN ORDINANCE AUTHORIZING A DEED TO 120 CLEMSON ROAD, COLUMBIA, SOUTH CAROLINA, COUNTY TMS# R25608-01-38 (TO CASON DEVELOPMENT GROUP, LLC.; THE SALE THEREOF; AND THE EXECUTION OF THE REAL ESTATE CONTRACT)

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

SECTION I. For and in consideration of the sum of One Million Six Hundred Fifty Thousand and no/100 Dollars (\$1,650,000.00), Richland County Council hereby authorizes the sale of and the grant of a deed to real property located at 120 Clemson Road, Columbia, South Carolina to Cason Development Group, LLC; said property is also described as TMS# R25608-01-38, and is more specifically described in Exhibit A, attached hereto and incorporated herein by reference.

SECTION II. Richland County Council further authorizes the execution of the Real Estate Contract, attached hereto as Exhibit B and incorporated herein by reference, for the sale of said property in accordance with the terms and conditions set forth therein.

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

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

SECTION V. Effectiveness. This ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY COUNCIL

By: _____

Jesica Mackey, Chair
Richland County Council

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:
Third Reading:

EXHIBIT A

(PROPERTY DESCRIPTION)

All that certain piece, parcel, lot, or tract of land, with all improvements thereon, with a situs address of 120 Clemson Road, Columbia, SC, 29229, being 1.22 acres, more or less, identified as Tax Map No. R25608-01-38, and commonly known as Frank's Express Car Wash, including without limitation, all that certain piece, parcel, lot, or tract of land, with any improvements thereon, situate, lying, and being located on the southeastern side of Clemson Road, in the County of Richland, State of South Carolina, being shown and designated as PARCEL 1, contained 1.22 ACRES, on a Boundary Survey prepared for Branch Banking and Trust Company of South Carolina by American Engineering Consultants, Inc., dated December 10, 2004 and recorded January 25, 2005, in the Office of the Register of Deeds for Richland County, SC, in Book 1017 Page 2506; and having the measurements and boundaries shown on said survey; reference being craved thereto as often as is necessary for a complete and accurate description.

Tax Map No. R25608-01-38

EXHIBIT B

(REAL ESTATE CONTRACT)

[To be attached upon approval]

Richland County Council Request for Action

Subject:

Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed Seventy Million Dollars (\$70,000,000), to fund the costs of certain capital projects; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related matters

Notes:

First Reading:

Second Reading:

Third Reading:

Public Hearing:

RICHLAND COUNTY, SOUTH CAROLINA

ORDINANCE NO. _____ - 25HR

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

ADOPTED: [JULY 15], 2025

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ORDINANCE NO. _____ - 25HR

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

THE RICHLAND COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:

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

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

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

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

(d) The assessed valuation of all property in the County as of May 31, 2025 (unaudited), for purposes of determining the Bonded Debt Limit of the County is not less than \$2,206,229,690. Eight percent (8%) of this assessed value is \$176,498,375 (“County’s Bonded Debt Limit”). As of the date of this Ordinance, the County has outstanding no more than \$106,240,000 of general obligation indebtedness which counts against the County’s Bonded Debt Limit (“Outstanding Eight Percent Debt”). As of the date of this Ordinance, the difference between the County’s Bonded Debt Limit and its Outstanding Eight Percent Debt is \$70,258,375, which amount is the not exceeding amount of general obligation indebtedness that the County may incur without a referendum; and

(e) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more series of general obligation bonds of the County, taxable or tax-exempt, pursuant

to the provisions of the Constitution and laws of the State of South Carolina, in an amount not to exceed Seventy Million Dollars (\$70,000,000) for the purposes of: (i) funding the costs of the Capital Projects and (ii) paying the costs of issuance related to the Bonds (defined below).

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

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

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

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

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

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

The County and the Registrar/Paying Agent may deem or treat the person in whose name the Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and

for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

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

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

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

SECTION 8. Book-Entry System.

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

(b) As long as the Bonds are being held under a book-entry system, the Securities Depository Nominee will be recognized as the holder of the Bonds for the purposes of (i) paying the principal, interest and premium, if any, on such Bonds, (ii) selecting the portions of the Bonds to be redeemed if the Bonds are to be redeemed in part, (iii) giving any notice permitted or required to be given to bondholders under this Ordinance, (iv) registering the transfer of the Bonds, and (v) requesting any consent or other action to

be taken by the holder of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

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

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

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

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

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

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

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

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

SECTION 12. Exemption from State Taxation. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South

Carolina, 1976, as amended, from all South Carolina, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

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

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

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

SECTION 16. Defeasance.

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

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

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

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

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such Bond on the maturity thereof.

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

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

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

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

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

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

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

of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof the County Administrator and Chair should determine that further issuance of BANs rather than Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator and Chair are requested to continue the issuance of BANs until the County Administrator and Chair determine to issue the Bonds on the basis as aforesaid, and the Bonds are issued.

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

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

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

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

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

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

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

(g) Any BAN issued in fully-registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new note or notes of the same aggregate principal amount as the unpaid principal amount of

the surrendered BAN. Any holder of a BAN in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully-registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

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

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

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

SECTION 20. Tax and Securities Laws Covenants.

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

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

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

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

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

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

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

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

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

SECTION 24. Reserved.

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

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

the provisions contained in this Section shall survive the termination of this Ordinance and maturity of the Bonds or BANs issued hereunder.

[Signature Page Follows]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council
Richland County, South Carolina

[SEAL]

ATTEST:

Clerk to County Council
Richland County, South Carolina

RICHLAND COUNTY ATTORNEY'S OFFICE

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

READINGS:

First Reading: June 17, 2025

Second Reading: [], 2025

Public Hearing: [], 2025

Third Reading: [Ord Date], 2025

SCHEDULE I

CAPITAL PROJECTS

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

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

EXHIBIT A
FORM OF BOND

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

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA

RICHLAND COUNTY
GENERAL OBLIGATION BONDS
[TAXABLE] SERIES 2025

No. R-[]

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

REGISTERED OWNER: []

PRINCIPAL AMOUNT: [] DOLLARS

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

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

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

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

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

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

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

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

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

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

Period During Which Redeemed
(both dates inclusive)

Redemption Price

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

[SEAL]

Chair, County Council

ATTEST:

Clerk to County Council

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____, 2025

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

as Registrar/Paying Agent

By: _____
Authorized Officer

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

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

UNIF GIFT MIN ACT - _____
(Cust)

Custodian _____
(Minor)

under Uniform Gifts to Minors Act _____
(State)

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

FORM OF ASSIGNMENT

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

DATED: _____

Signature Guaranteed: _____

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

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

EXHIBIT B
FORM OF BAN

No. _____

\$ _____

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council

[SEAL]

ATTEST:

Clerk to County Council

ORDINANCE NO. _____ - 25HR

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

THE RICHLAND COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:

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

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

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

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

(d) The assessed valuation of all property in the County as of ~~H~~May 31, 2025 (unaudited), for purposes of determining the Bonded Debt Limit of the County is not less than ~~\$~~\$2,206,229,690. Eight percent (8%) of this assessed value is ~~\$~~\$176,498,375 (“County’s Bonded Debt Limit”). As of the date of this Ordinance, the County has outstanding no more than \$106,240,000 of general obligation indebtedness which counts against the County’s Bonded Debt Limit (“Outstanding Eight Percent Debt”). As of the date of this Ordinance, the difference between the County’s Bonded Debt Limit and its Outstanding Eight Percent Debt is ~~\$~~\$70,258,375, which amount is the not exceeding amount of general obligation indebtedness that the County may incur without a referendum; and

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

RICHLAND COUNTY, SOUTH CAROLINA

Jesica Mackey
Chair, County Council Richland
County, South Carolina

[SEAL]

ATTEST:

Anette Aquino Kirylo
Clerk to County Council
Richland County, South Carolina

RICHLAND COUNTY ATTORNEY'S OFFICE

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

READINGS:

First Reading: June ~~3~~17, 2025

Second Reading: [], 2025

Public Hearing: [], 2025

Third Reading: [Ord Date], 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 a public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Momentum; and other related matters

Notes:

First Reading: June 17, 2025

Second Reading: July 8, 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 A COMPANY
IDENTIFIED FOR THE TIME BEING AS PROJECT
MOMENTUM; 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, a company identified for the time being as Project Momentum (the “Company”), has committed to establish a mixed-use commercial development project, including office, medical and retail components, as well as supportive structured parking improvements in the County (“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 Eighty-Seven Million and 00/100 Dollars (\$87,000,000), and in connection with the Project, anticipates making investment in certain Public Infrastructure;

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

WHEREAS, the City of Columbia, South Carolina, the municipality in which the Property is, or will be, 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 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 expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is contingent upon the City of Columbia's consent to such expansion in accordance with Section 4-1-170(C) of the Act. 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, 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 in the Park, which written notice shall include a copy of this Ordinance and identification of the Property.

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

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

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

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

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

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)
ATTEST:

Jesica Mackey
Chair, Richland County Council

Anette Aquino Kirylo
Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: June 17, 2025
Second Reading: July 8, 2025
Public Hearing:
Third Reading:

EXHIBIT A

FORM OF AGREEMENT

See attached.

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT MOMENTUM

Effective as of: [_____], 2025

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This 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 Momentum (as hereinafter defined “Company”, and together with the County, collectively, the “Parties,” and each, a “Party”).

W I T N E S S E T H :

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 mixed-use commercial development project, including office, medical and retail components, as well as supportive structured parking improvements in the County (“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 Eighty-Seven Million and 00/100 Dollars (\$87,000,000), and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on [____], 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 the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on [____], 2024] 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 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 [_____], 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 Eighty-Seven Million and 00/100 Dollars (\$87,000,000), in taxable property 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 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 "Public Infrastructure").

(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 documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, sufficient to reflect the Company's investment in the Company Public Infrastructure, all in form and substance reasonably acceptable to the County. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in 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, provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment (the "Verification Date"). 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 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

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 Momentum
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 [_____] and No/100 Dollars (\$[_____]). 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

(SEAL)
ATTEST:

Jesica Mackey
Chair, Richland County Council

Anette Aquino Kyrlo
Clerk to Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

/SIGNATURE PAGE 1 TO 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.

PROJECT MOMENTUM

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, the following:

[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 15 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 15th 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 7th day of November 2023.

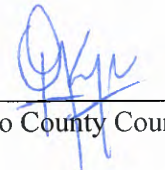
RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)

ATTEST:



Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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

Richland County 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 West to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

Notes:

First Reading: June 17, 2025

Second Reading: July 8, 2025

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 WEST 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 West (“Sponsor”), desires to establish a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of approximately \$400,000,000; 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

(SEAL)
ATTEST:

Jesica Mackey
Chair, Richland County Council

Anette Aquino Kirylo
Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: June 17, 2025
Second Reading: July 8, 2025
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT

BETWEEN

PROJECT WEST

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [JULY 15, 2025]

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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
Sponsor Name	PROJECT WEST	
Project Location		Exhibit A
Tax Map No.		Exhibit A
FILOT		
• Phase Exemption Period	40 years	
• Contract Minimum Investment Requirement	\$400,000,000	Section 1.1
• Investment Period	8 years	Section 1.1
• Assessment Ratio	4%	Section 4.1
• Millage Rate	0.4489	Section 4.1
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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 [July 15, 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 WEST, a limited liability company organized and existing under the laws of the State of Delaware (“**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 expand a manufacturing facility (“**Facility**”) in the County, consisting of taxable investment in real and personal property of not less than \$400,000,000;

(d) By an ordinance enacted on [July 15, 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 expand 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.

“**Act Minimum Investment Requirement**” means an investment of at least \$400,000,000 in the Project within five years of the Commencement Date.

“**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. 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 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, 2027.

“Contract Minimum Investment Requirement” means a taxable investment in real and personal property at the Project of not less than \$400,000,000.

“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 C.

“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 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, 2073], the Final Termination Date is expected to be [January 15, 2075], 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 eight 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, 2034.

“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 Agreement Governing the I-77 Corridor Regional Industrial Park dated as of September 1, 2018, between the County and Fairfield County, South Carolina.

“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 39th year following the first property tax year in which the Phase is placed in service.

“Project” means all Equipment, Improvements and Real Property, including water, sewage treatment and disposal facilities, air pollution control facilities, and all other machinery, apparatus, equipment, office facilities, and furnishings which are considered necessary, suitable, or useful by the Sponsor in the County.

“Real Property” means real property that the Sponsor 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 WEST 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 [June 17, 2025] by adopting an Inducement Resolution, as defined in the Act on [June 17, 2025].

(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 the Project in the Multicounty Park.

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 and, is duly authorized to transact 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 manufacturing 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 and the Contract Minimum Jobs 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's 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 and the Contract Minimum Jobs 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, 2027. 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, 2028, the Sponsor shall deliver to the Economic Development Director 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 (i.e., Fairfield County) to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director 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 four percent 4%, multiplied by
- (iii) A fixed millage rate equal to 0.4489, 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, 2025**.

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.

ARTICLE VI CLAW BACK

Section 6.1. Claw Back. If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

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, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

(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 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) terminate this Fee 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 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.

(b) The County is entitled to use counsel of its choice and the Sponsor 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 Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor 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 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 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 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; 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 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 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 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 Administration Expenses in the amount of \$5,000. 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. 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:

☐

WITH A COPY TO (does not constitute notice):

☐

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: _____
Jesica Mackey
County Council Chair Richland County,
South Carolina

ATTEST:

By: _____
Anette Aquino Kirylo
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/SPONSOR NAME]

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B

FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [COMPANY] (“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**

[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 7th day of November 2023.

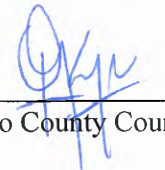
RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)

ATTEST:



Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

The County shall provide a 10% Infrastructure Credit against the Fee Payments due and owing from the Sponsor to the County with respect to the Project.

The Company is eligible to receive the Infrastructure Credit against the Company's Fee Payments due with respect to the Project for a period of 4 consecutive years, beginning with the first such Fee Payment due with respect to the Project ("Credit Term").

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

If the Sponsor fails to achieve the Investment Commitment on or before the end of the Investment Period, then the Sponsor may, in the discretion of the County, be subject to all or some of the penalty provisions set forth below, in whole, or in part:

$$\text{Repayment Amount} = \text{Total Received} \times \text{Claw Back Percentage}$$

$$\text{Claw Back Percentage} = 100\% - \text{Investment Achievement Percentage}$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Contract Minimum Investment Requirement}$$

For example, and by way of example only, if the County received \$100,000 in Infrastructure Credits, and \$350,000,000 had been invested at the Project by the end of the Investment Period, the Repayment Amount would be calculated as follows:

$$\text{Investment Achievement Percentage} = \$350,000,000 / \$400,000,000 = 87.5\%$$

$$\text{Claw Back Percentage} = 100\% - 87.5\% = 12.5\%$$

$$\text{Repayment Amount} = \$100,000,000 \times 12.5\% = \$12,500$$

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

Richland County Council Request for Action Rules and Appointments Committee

Subject:

Accommodations Tax Committee – Six (6) Vacancies (TWO applicants must have a background in the Lodging Industry; TWO applicants must have a background in the Hospitality Industry, ONE applicant must have a cultural background, and ONE is an at-large position).

Notes:

June 17, 2025 – The Rules and Appointments committee recommended reappointing April Morgan for the at-large vacancy, appointing Daniel Eloi for the Hospitality Industry vacancy, and re-advertising for the remaining vacancies for the Accommodations Tax Committee.

Richland County Council Request for Action Rules and Appointments Committee

Subject:

Board of Assessment Appeals – One (1) Vacancy

Notes:

June 17, 2025 – The Rules and Appointments Committee recommends appointing Melita Riley to the Board of Assessment Appeals.

Richland County Council Request for Action Rules and Appointments Committee

Subject:

Hospitality Tax Committee – Five (5) vacancies (TWO applicants must be from the Restaurant Industry)

Notes:

June 17, 2025 – The Rules and Appointments Committee recommends reappointing Tanya Rodriguez-Hodges, appointing Jessica Carswell and Joseph “Tripp” Roche to fill the Restaurant Industry vacancies, and re-advertising the remaining vacancies for the Hospitality Tax Committee.

ALVIN S GLEN DETENTION CENTER UPDATE

24 June 2025



STATUS UPDATES

- Facilities Updates
- Other Updates



ALVIN S GLENN DETENTION CENTER POPULATION REPORT

Total Adult Population = 904

General Sessions Cases

Under Solicitor's Control and Awaiting Trial - Adults Only												
Charge	Code	30 DAY INTERVALS						60 DAY INTERVALS				TOTAL
		0-30	31-60	61-90	91-120	121-150	151-180	181-240	241-300	301-365	366+	
Violent Charge	GSTV	57	44	27	19	24	18	30	35	35	178	467
Drug trafficking	GSTT	2	5	3	3	2	0	2	1	4	6	28
Distribution of Drugs	GSTD	8	7	4	1	1	0	4	5	1	2	33
Possession of Drugs	GSTP	10	5	2	2	1	1	1	0	0	1	23
Burglary/ Breaking & Entering	GSSB	4	6	6	4	3	5	2	6	3	6	45
Larceny	GSTL	15	16	4	8	6	3	3	3	1	2	61
GS Traffic Violations - Awaiting Trial	GSTC	3	0	1	0	0	1	0	0	0	1	6
Other Charges	GSTO	15	14	7	10	2	2	4	3	2	13	72
Bench Warrant Cases	GSBW	17	7	2	1	1	3	2	4	2	4	43
CATEGORY TOTAL		131	104	56	48	40	33	48	57	48	213	778
Total Greater Than 180 Days									366			

Sentenced and No Longer Under Solicitor's Control - Adults Only												
GS Sent'd Less Than 90 Days	GSST	4	1	0	0	0	0	0	0	0	0	5
Weekend Program	GSWE	0	0	0	0	0	0	0	0	0	0	0
Awaiting Shipment to State	GS91	0	0	0	0	1	0	0	0	0	0	0
CATEGORY TOTAL		4	1	0	0	1	0	0	0	0	0	6



ALVIN S GLENN DETENTION CENTER POPULATION REPORT

Total Adult Population = 904

Miscellaneous Categories												
Charge	Code	30 DAY INTERVALS						60 DAY INTERVALS				TOTAL
		0-30	31-60	61-90	91-120	121-150	151-180	181-240	241-300	301-365	366+	
Violation of Prob w/ other charges	VPOC	7	8	0	0	0	0	0	0	1	2	18
Violation of Parole	VPAR	0	1	1	0	0	0	0	0	1	0	3
Transits	TSIT	12	2	2	0	1	0	0	2	1	6	26
CATEGORY TOTAL		19	11	3	0	1	0	0	2	3	8	47

Family, Magistrate, and Central Court Cases												
Family Court												
Awaiting Trial	FCAT	8	1	2	0	0	0	0	0	0	0	11
Sentenced	FCST	2	1	2	0	0	0	0	0	0	0	5
Work Release	FCWR	0	0	0	0	0	0	0	0	0	0	0
Magistrate's / Central Court												
Awaiting Trial	MGAT	45	3	4	2	2	0	0	0	0	0	56
Sentenced	MGST	1	0	0	0	0	0	0	0	0	0	1
CATEGORY TOTAL		56	5	8	2	2	0	0	0	0	0	73



ALVIN S GLENN DETENTION CENTER POPULATION REPORT

Total Adult Population = 904

Adult Population Summary												
Charge	Code	30 DAY INTERVALS						60 DAY INTERVALS				TOTAL
		0-30	31-60	61-90	91-120	121-150	151-180	181-240	241-300	301-365	366+	
All Categories		210	121	67	50	44	33	48	59	51	221	904
Federal Detainees	FEDS	0	0	0	0	0	0	0	0	0	0	0
Total Adult Population		210	121	67	50	44	33	48	59	51	221	904

Juveniles												
General Sessions - Awaiting Trial	GSJV	2	0	0	0	1	0	1	0	0	0	0
Family Court - Awaiting Hearing	FCJV	0	0	0	0	0	0	0	0	0	0	0
Federal Detainees	FDJV	0	0	0	0	0	0	0	0	0	0	0
Transferred		0	0	0	0	0	0	0	0	0	0	0
Juvenile Facility Population		2	0	0	0	1	0	1	0	0	0	4

TEMPORARY RELEASE / HOME ELECTRONIC INCARCERATION												
Temporary Release Program (Program Only)	SRPO	0	0	0	0	0	0	0	0	0	0	0
Home Electronic Incarceration (Electronic Monitoring)	SRPM	0	0	0	0	0	0	0	0	0	0	0
CATEGORY TOTAL		0	0	0	0	0	0	0	0	0	0	0



ALVIN S GLENN DETENTION CENTER POPULATION REPORT

Total Population Including Adults, Juveniles, and Serving Sentence Outside Facility											
CATEGORY TOTAL	212	121	67	50	45	33	49	59	51	221	908

Average Daily Population for Month of			April-25		
			Average Adult Population		916
Male Bed space Capacity		896	Average Adult Male Population		824
Female Bed space Capacity		112	Average Adult Female Population		92
Inmate Worker		0			
Orientation		0			



DJJ CAPITAL EXPENDITURE CHARGE PROVISO

- **67.17: DJJ: Capital Expenditure Charge.** This new Senate proviso was amended on the floor requiring local governments using the juvenile detention services provided by the Department of Juvenile Justice (DJJ) to pay a capital expenditure charge of \$125 per day per child not to exceed 25 days to DJJ to cover capital expenditures and investments in the facilities that house such juveniles. This charge is in addition to the per diem charge of \$50 that offsets operating expenses. If full funding is not received by the local governments, then the remainder of the funds due shall be transferred to DJJ from the Local Government Fund on behalf of local governments. The transfer to DJJ on behalf of the local government shall be deemed to have been distributed to the local government. This is more than three times the amount that counties currently pay!
- SCAC continues to negotiate with the DJJ director and other stakeholders to work on a permanent solution to this issue through S. 374, a bill that is currently on the Senate calendar.
- As reported by the SCAC in its *Friday Report* dated 25 April 2025





Project Update

Prepared by:	Eric Williams	Title:	Director
Department:	Operational Services	Division:	
Date Prepared:	June 17, 2025	Meeting Date:	June 24, 2025
Approved for Consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee/Meeting:	Detention Center Ad Hoc		
Council Initiative/Project:	Alvin S. Glen Detention Center Facilities Projects		

PROJECT	VISITATION AREA (ATTORNEY/CLIENT)
PERCENT COMPLETE	98%
STATUS	All construction is complete and interior finishes completed. Awaiting delivery and installation of backordered communication call boxes.
ESTIMATED COMPLETION DATE	June 30, 2025
BUDGET	\$4,204,000.00
CONTRACTOR	JM Cope
SCOPE	The project turns half of the Tango Facility into an Attorney Visitation area with 7 indirect contact units and 3 direct contact units. The Attorneys will access the area via covered walkway from the main lobby, just past security. The project also has a security hallway to the area to allow for detainee movement. This project was fully designed and specified by an architectural design team and was solicited through a public bid process.

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

PROJECT	PHASE 5 FIRE ALARM SYSTEM REPLACEMENT
PERCENT COMPLETE	95%
STATUS	Replacement of fire alarm panel and 90% of devices installed.
ESTIMATED COMPLETION DATE	July 15, 2025
BUDGET	\$396,686.37
CONTRACTOR	Honeywell Inc.
SCOPE	Remove and replace Fire Alarm system for all Phase 5 housing units.

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

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

PROJECT	LIMA HOUSING UNIT
PERCENT COMPLETE	80%
STATUS	Construction is in progress. Guardhouse construction completed. Interior finishes and MEP (mechanical, electrical, plumbing) devices/fixture being installed.
ESTIMATED COMPLETION DATE	July 12, 2025
BUDGET	\$691,617.00
CONTRACTOR	Carbra Construction
SCOPE	Complete interior renovation of housing unit.

PROJECT	KILO HOUSING UNIT
PERCENT COMPLETE	75%
STATUS	Construction is in progress. Guardhouse construction in progress. Interior finishes and MEP (mechanical, electrical, plumbing) devices/fixture being installed.
ESTIMATED COMPLETION DATE	July 12, 2025
BUDGET	\$691,617.00
CONTRACTOR	Carbra Construction
SCOPE	Complete interior renovation of housing unit.

PROJECT	UNIFORM HOUSING UNIT
PERCENT COMPLETE	75%
STATUS	Construction is in progress. Guardhouse construction completed. Interior finishes and MEP (mechanical, electrical, plumbing) devices/fixture being installed
ESTIMATED COMPLETION DATE	July 30, 2025
BUDGET	\$691,617.00
CONTRACTOR	Carbra Construction
SCOPE	Complete interior renovation of housing unit.

PROJECT	MIKE HOUSING UNIT		
PERCENT COMPLETE	30% complete		
STATUS	Demolition began on May 27, 2025.		
START DATE	May 27, 2025	ESTIMATED COMPLETION DATE	October 1, 2025
BUDGET	\$1,400,000.000		
CONTRACTOR	CNC Construction		
SCOPE	Complete interior renovation of housing unit.		

**RICHLAND COUNTY
ADMINISTRATION**

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

**Transportation Agenda Briefing**

Prepared by:	Michael Maloney, PE	Title:	Director
Department:	Transportation	Division:	
Date Prepared:	June 17, 2025	Meeting Date:	July 8, 2025
Legal Review	Patrick Wright via email	Date:	June 25, 2025
Budget Review	Brittany Hammond via email	Date:	June 26, 2025
Finance Review	Stacey Hamm via email	Date:	June 24, 2025
Approved for consideration:		County Administrator	Leonardo Brown, MBA, CPM
Meeting/Committee	Transportation Ad Hoc		
Subject	Project Fund Increase- Saluda Riverwalk Greenway Project, Phase 2		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval to increase the Saluda Riverwalk Greenway Project, Phase 2 funding by an additional \$1,515,679.20. With \$2,200,000.00 in approved funding, this new total will be \$3,715,679.20.

The lowest responsible bidder for this project, Southern Vistas, Inc., bid totaled \$3,196,072.00. With a 10% contingency and an additional \$200,000.00 for Construction Engineering and Inspection (CEI) brings the required amount to \$3,715,679.20.

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 Boyd Foundation funded the design of this project and is funding the design and construction of a bridge over the Broad River. In 2021, the River Alliance requested the Penny fund the construction and related services of the greenway leading to the proposed bridge. County Council approved the request for \$2.2M. With the receipt of a bid price, construction contingency, and professional services proposal, staff now has the actual cost to construct the greenway. An additional \$1.5M is needed to complete the project. The entire funding of \$3.7M comes from cancelled bikeway projects.

Applicable fund, cost center, and spend category:

Fund: 1333 Transportation Tax Greenways

Cost Center: 9950 Capital Projects

Spend Category: Construction

Project: Three Rivers Greenway

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Request for Bid RC-719-B-25 was evaluated on June 2, 2025. Three bids were received. Southern Vistas Inc., was found to be 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:	Three Rivers Greenway Project, Phase 2		
From:	District 5	To:	District 5
Project Category:	Greenway		
Project Services:	Construction		
Project Type (2024 Referendum Only)	Not applicable		

Transportation Project Budgetary Impact:

Total Project Budget:	\$2,200,000
Requested Amount:	\$3,715,679.20
Remaining Project Budget:	\$(1,515,679.20) requested amount above previously approved budget

MOTION OF ORIGIN:

Item 19 a. Three Rivers Greenway Phase II Funding

"... the committee recommended approval of the request."

Council Member	Recommendation of the Transportation Ad Hoc Committee
Meeting	Regular Session
Date	November 9, 2021

STRATEGIC & GENERATIVE DISCUSSION:

Construction of the Saluda Riverwalk Greenway, Phase 2 project furthers the goal of having a connected greenway program. Phase 2 will connect the existing greenway at the Riverbank Zoo to an upcoming bridge crossing on the Broad River by the Boyd Foundation.

When this item appeared before County Council on November 9, 2021, documentation showed \$3,719,712.00 had been removed from the Bikeways budget. These removed funds covered the original \$2,200,000 greenway funding request. The removed bikeways were projects the South Carolina Department of Transportation (SCDOT) determined not to be feasible.

The current request remains within the \$3,719,712.00 amount removed. The total amount currently requested is \$3,715,679.20.

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
- This project helps meet the goal for greenway connectivity
- This project has been developed through a partnership with a non-profit organization
- Added safety measures by elevating the greenway on boardwalks above floodplain
- The total cost remains within other project removals from the same funding category

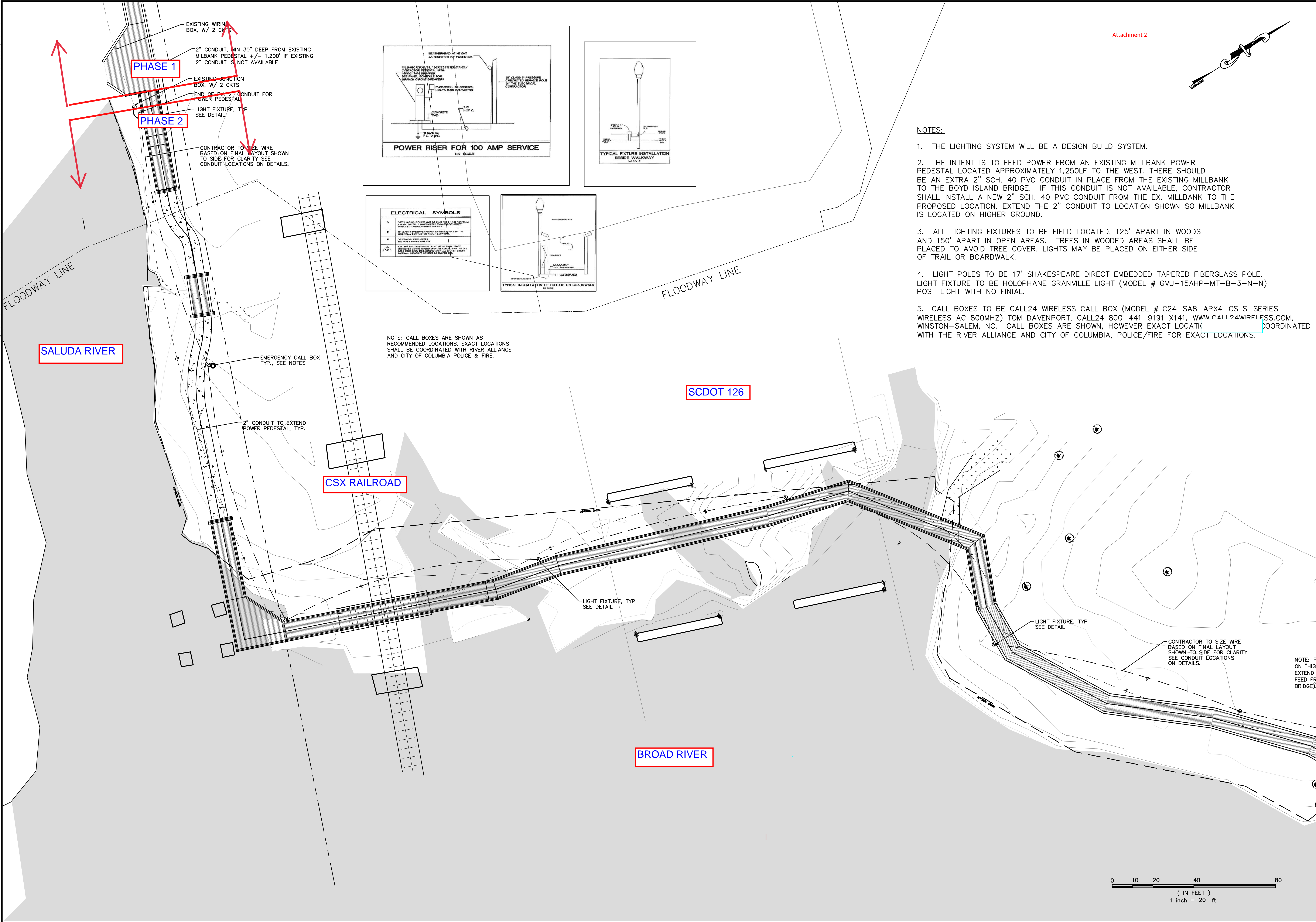
ATTACHMENTS:

1. Bikeway Removals
2. Map of Project

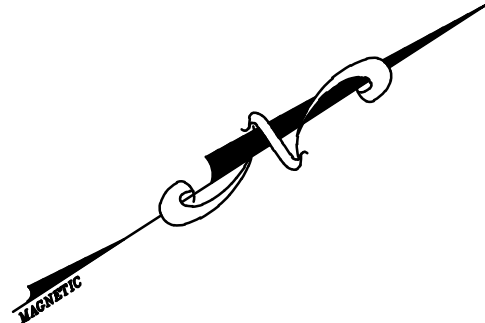
Bikeways Removed Due To SCDOT Restrictions

	<u>Bikeway</u>	<u>Start</u>	<u>Stop</u>	<u>Referendum Amount</u>	<u>Reason Removed</u>	<u>Project JL</u>
1	Columbiana Dr Bikeways	Lake Murray Blvd	Lexington County Line	\$713,199.00	SCDOT Design Restrictions	13330355
2	Fort Jackson Blvd	Devine St	Newell Rd	\$84,224.00	SCDOT Design Restrictions	13330336
3	Decker Blvd/Parklane Rd/Two Notch Rd Bikeways	Two Notch Rd	Percival Rd	\$129,698.00	SCDOT Design Restrictions	13330335
4	Rosewood Dr Bikeways	Bluff Rd	Garners Ferry Rd	\$211,179.00	SCDOT Design Restrictions	13330342
5	Blossom St Bikeways	Assembly St	Sumter St	\$86,381.00	SCDOT Design Restrictions	13330349
6	Huger St Bikeways	Blossom St	Gervais St	\$256,861.00	SCDOT Design Restrictions	13330347
7	Garners Ferry Rd Bikeways	Rosewood Dr	True St	\$66,826.00	SCDOT Design Restrictions	13330337
8	Bull St Bikeways	Elmwood Ave	Victoria St	\$20,218.00	SCDOT Design Restrictions	13330350
9	Wheat St Bikeways	Harden St	King St	\$4,351.00	SCDOT Design Restrictions	13330327
10	Shop Rd Bikeways	Beltline Blvd	Pineview Dr	\$657,212.00	SCDOT Design Restrictions	13330348
11	Beltline Blvd Bikeways	Forest Dr	Valley Rd	\$1,101.00	SCDOT Design Restrictions	13330311
12	Beltline Blvd/Colonial Dr/Farrow Rd Bikeways	Harden St	Academy St	\$6,636.00	SCDOT Design Restrictions	13330312
13	Broad River Rd Bikeways	Bush River Rd	Greystone Blvd	\$37,908.00	SCDOT Design Restrictions	13330332
14	Broad River Rd Bikeways	Greystone Blvd	Broad River Bridge	\$320,811.00	SCDOT Design Restrictions	13330301
15	Sumter St Bikeways	Washington St	Senate St	\$19,306.00	SCDOT Design Restrictions	13330309
16	Lincoln St Bikeways	Blossom St	Lady St	\$487,105.00	SCDOT Design Restrictions	13330323
17	Whaley St Bikeways	Lincoln St	Pickens St	\$438,198.00	SCDOT Design Restrictions	13330372
18	Leesburg Rd. Bikeways	Garners Ferry Rd	Semmes Rd	\$63,360.00	SCDOT Design Restrictions	13330345
19	Dutchman Blvd	Broad River Rd	Lake Murray Blvd	\$115,138.00	Dead-End Road With No Connection	13330354
				\$3,719,712.00		

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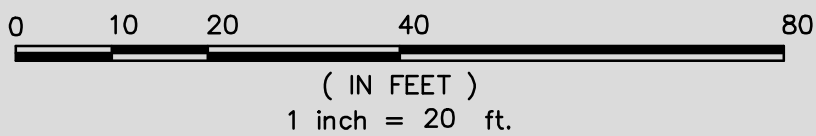


Attachment 2



NOTES:

1. THE LIGHTING SYSTEM WILL BE A DESIGN BUILD SYSTEM.
2. THE INTENT IS TO FEED POWER FROM AN EXISTING MILLBANK POWER PEDESTAL LOCATED APPROXIMATELY 1,250LF TO THE WEST. THERE SHOULD BE AN EXTRA 2" SCH. 40 PVC CONDUIT IN PLACE FROM THE EXISTING MILLBANK TO THE BOYD ISLAND BRIDGE. IF THIS CONDUIT IS NOT AVAILABLE, CONTRACTOR SHALL INSTALL A NEW 2" SCH. 40 PVC CONDUIT FROM THE EX. MILLBANK TO THE PROPOSED LOCATION. EXTEND THE 2" CONDUIT TO LOCATION SHOWN SO MILLBANK IS LOCATED ON HIGHER GROUND.
3. ALL LIGHTING FIXTURES TO BE FIELD LOCATED, 125' APART IN WOODS AND 150' APART IN OPEN AREAS. TREES IN WOODED AREAS SHALL BE PLACED TO AVOID TREE COVER. LIGHTS MAY BE PLACED ON EITHER SIDE OF TRAIL OR BOARDWALK.
4. LIGHT POLES TO BE 17' SHAKESPEARE DIRECT EMBEDDED TAPERED FIBERGLASS POLE. LIGHT FIXTURE TO BE HOLOPHANE GRANVILLE LIGHT (MODEL # GVU-15AHP-MT-B-3-N-N) POST LIGHT WITH NO FINIAL.
5. CALL BOXES TO BE CALL24 WIRELESS CALL BOX (MODEL # C24-SA8-APX4-CS S-SERIES WIRELESS AC 800MHZ) TOM DAVENPORT, CALL24 800-441-9191 X141, WWW.CALL24WIRELESS.COM, WINSTON-SALEM, NC. CALL BOXES ARE SHOWN, HOWEVER EXACT LOCATION COORDINATED WITH THE RIVER ALLIANCE AND CITY OF COLUMBIA, POLICE/FIRE FOR EXACT LOCATIONS.



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REVISION	BY	APPD.	DATE
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2			10.22.20
3			10.22.20
4			10.22.20
5			10.22.20

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CWD: DCSN

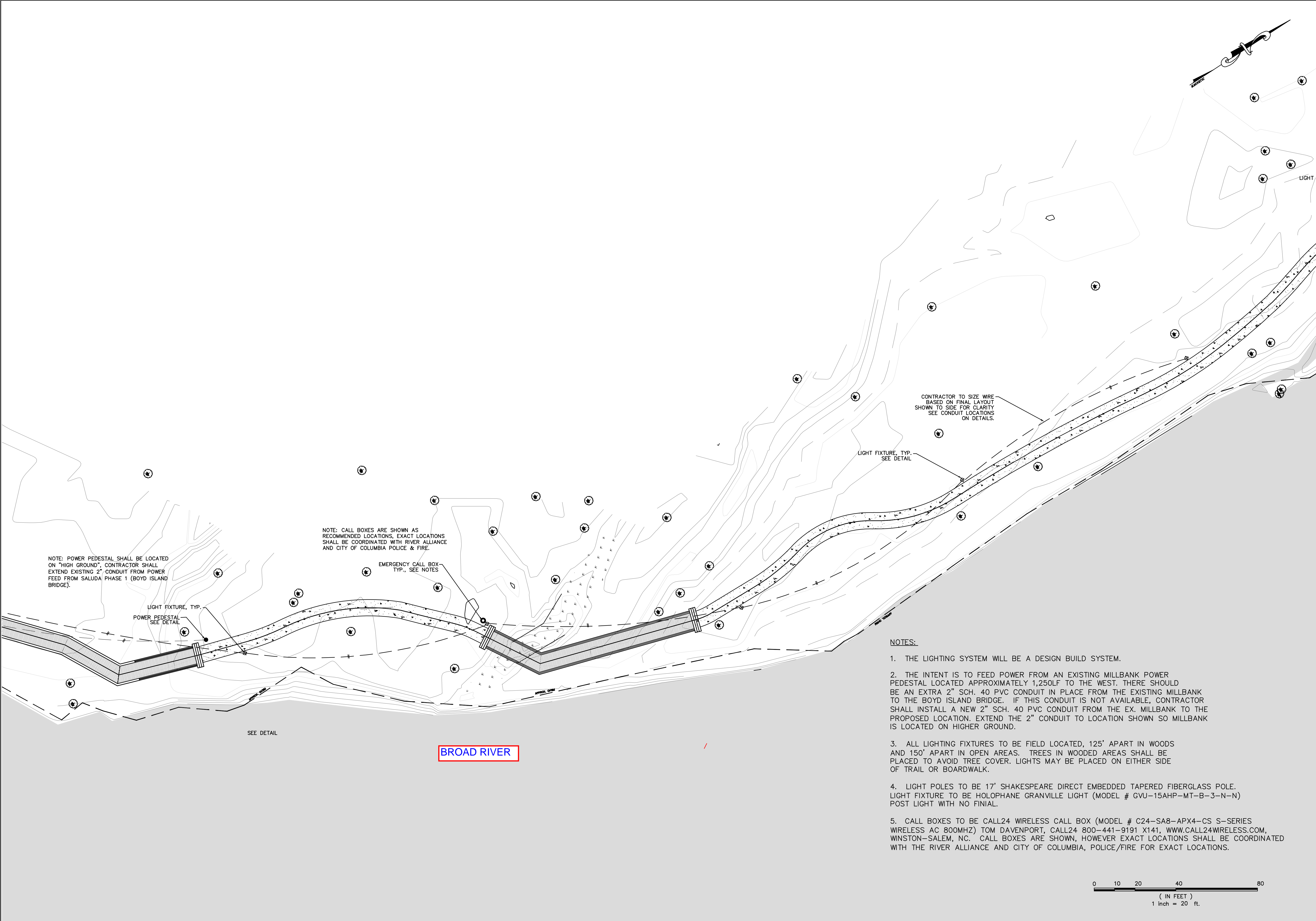
THE LANDPLAN GROUP SOUTH, INC.
No. 153

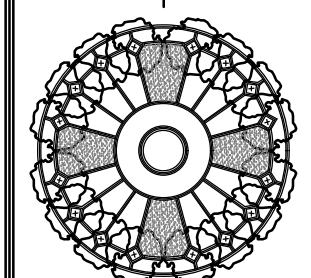
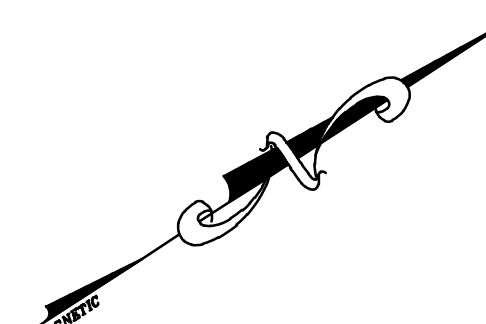
THE LANDPLAN GROUP SOUTH, INC.
No. 153

SALUDA RIVERWALK PHASE II
CONSTRUCTION DRAWINGS
COLUMBIA, SOUTH CAROLINA
LIGHTING PLAN

JOB #: 924
SCALE: 1" = 20'
SHEET: 11 OF 17

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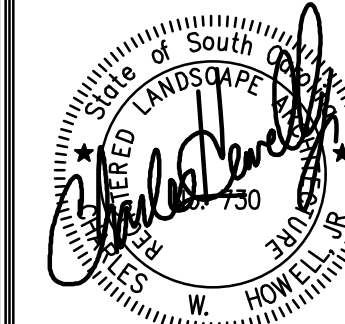
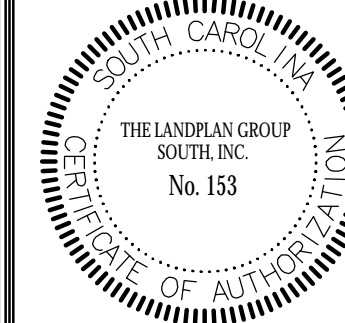


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SALUDA RIVERWALK PHASE II

CONSTRUCTION DRAWINGS

COLUMBIA, SOUTH CAROLINA

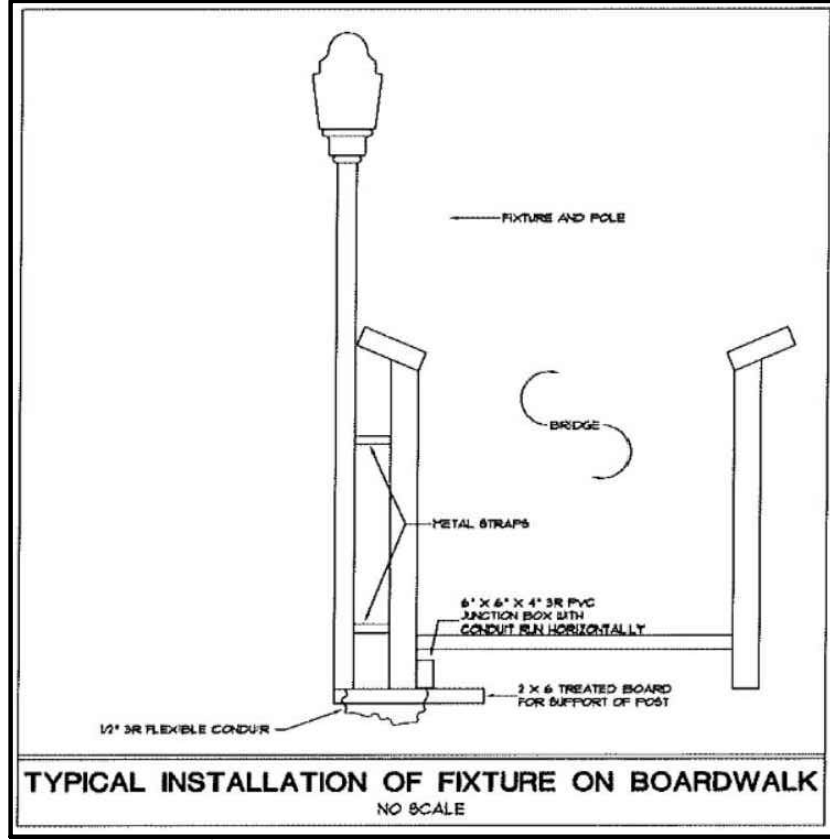
LIGHTING PLAN

JOB # 924

SCALE: 1"= 20'

SHEET: 12 OF 17

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NOTE: CALL BOXES ARE SHOWN AS RECOMMENDED LOCATIONS, EXACT LOCATIONS SHALL BE COORDINATED WITH RIVER ALLIANCE AND CITY OF COLUMBIA POLICE & FIRE.

PHASE 2

EMERGENCY CALL BOX
TYP., SEE NOTES
LIGHT FIXTURE, TYP.

NOTES:

1. THE LIGHTING SYSTEM WILL BE A DESIGN BUILD SYSTEM.
2. THE INTENT IS TO FEED POWER FROM AN EXISTING MILLBANK POWER PEDESTAL LOCATED APPROXIMATELY 1,250LF TO THE WEST. THERE SHOULD BE AN EXTRA 2" SCH. 40 PVC CONDUIT IN PLACE FROM THE EXISTING MILLBANK TO THE BOYD ISLAND BRIDGE. IF THIS CONDUIT IS NOT AVAILABLE, CONTRACTOR SHALL INSTALL A NEW 2" SCH. 40 PVC CONDUIT FROM THE EX. MILLBANK TO THE PROPOSED LOCATION. EXTEND THE 2" CONDUIT TO LOCATION SHOWN SO MILLBANK IS LOCATED ON HIGHER GROUND.
3. ALL LIGHTING FIXTURES TO BE FIELD LOCATED, 125' APART IN WOODS AND 150' APART IN OPEN AREAS. TREES IN WOODED AREAS SHALL BE PLACED TO AVOID TREE COVER. LIGHTS MAY BE PLACED ON EITHER SIDE OF TRAIL OR BOARDWALK.
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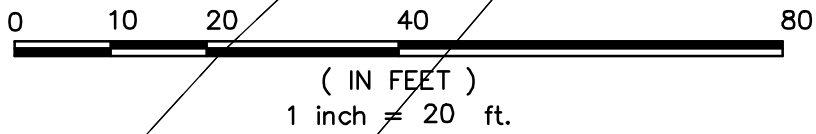
NOT IN CONTRACT

TWO (2") GALVANIZED STEEL
CONDUITS, ATTACHED TO JOIST

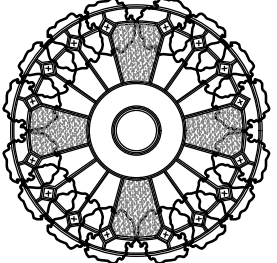
BROAD RIVER

NOT IN CONTRACT

LIGHT FIXTURE, TYP.
TIE NEW LIGHTING AND
POWER TO OVERLOOKS
OFF EXISTING LIGHTING
ON CANAL.
CONTRACTOR TO LOCATE
EXISTING POWER CONDUIT
AND TIE NEW POWER TO
EXISTING LINE.

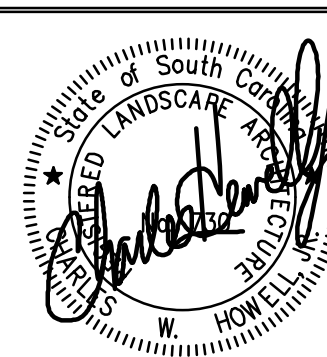


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SALUDA RIVERWALK PHASE II
CONSTRUCTION DRAWINGS
COLUMBIA, SOUTH CAROLINA
LIGHTING PLAN

JOB # 924
SCALE: 1" = 20'
SHEET: 13 OF 17

**RICHLAND COUNTY
ADMINISTRATION**

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

**Transportation Agenda Briefing**

Prepared by:	Michael Maloney, PE	Title:	Director
Department:	Transportation	Division:	
Date Prepared:	June 11, 2025	Meeting Date:	July 8, 2025
Legal Review	Patrick Wright via email	Date:	June 25, 2025
Budget Review	Brittany Hammond via email	Date:	June 26, 2025
Finance Review	Stacey Hamm via email	Date:	June 24, 2025
Approved for consideration:		County Administrator	Leonardo Brown, MBA, CPM
Meeting/Committee	Transportation Ad Hoc		
Subject	Award of Construction- Saluda Riverwalk Greenway Project, Phase 2		

RECOMMENDED/REQUESTED ACTION:

Staff recommends award of the Saluda Riverwalk Greenway Project, Phase 2 to Southern Vistas, based on the bid received in the amount of \$3,196,072.00. A construction contingency of 10% and \$200,000 for professional services is necessary for a total amount of \$3,715,679.20.

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 project requires an additional \$1.5M from cancelled bikeway projects to proceed. This keeps the total expense within the referendum amount for Bikeways, Sidewalks and Greenways.

Applicable fund, cost center, and spend category:

Fund: 1333 Transportation Tax Greenways

Cost Center: 9950 Capital Projects

Spend Category: Construction

Project: Three Rivers Greenway

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Request for Bid RC-719-B-25 was evaluated on June 2, 2025. Three bids were received. Southern Vistas Inc. was found to be 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:	Three Rivers Greenway Project, Phase 2		
From:	District 5	To:	District 5
Project Category:	Greenway		
Project Services:	Construction		
Project Type <small>(2024 Referendum Only)</small>	Not applicable		

Transportation Project Budgetary Impact:

Total Project Budget:	\$2,200,000
Requested Amount:	\$3,715,679.20
Remaining Project Budget:	\$(1,515,679.20) <i>required additional funding</i>

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

The construction of the Saluda Riverwalk Greenway Project, Phase 2 project furthers the goal of having a connected greenway system. Phase 2 will connect the existing greenway at the Riverbanks Zoo to an upcoming bridge crossing the Broad River by the Boyd Foundation.

The trail will be eight feet wide. Most of the greenway will be located on an elevated boardwalk.

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
- This project helps meet the goal for greenway connectivity
- This project has been developed through a partnership with a non-profit organization
- Added safety measures by elevating the greenway on boardwalks above floodplain
- The total cost remains within other project removals from the same funding category

ATTACHMENTS:

1. Procurement Letter of Recommendation

**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



June 3, 2025

To: Mr. Michael Maloney, Director of Transportation

From: Deramus Forrester, Contract Analyst

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

Re: RC-719-B-25 Saluda Riverwalk Greenway Project Phase 2

On June 2, 2025, bids were received for solicitation RC-719-B-25 Saluda Riverwalk Greenway Project Phase 2. There were three (3) submittals which were reviewed and found to have no discrepancies. The bids received were as follows:

Saluda Riverwalk Greenway Project Phase 2 - BID RESULTS SUMMARY	
BIDDER	SUBMITTED BID
McClam and Associates, Inc.	\$3,875,929.95
Greenway Bridge LLC	\$3,606,910.00
Southern Vistas Inc	\$3,196,072.00

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

A Non-Mandatory Pre-Bid Conference was held at 10 a.m. on May 13, 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 Southern Vistas Inc's bid is 32.03% higher than the Engineer's Estimate of \$2,420,771.00 dated April 15, 2025. There was no SLBE goal for this project; however, Southern Vistas, Inc. is a Richland County certified SLBE.

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



Print this page

Board: Commercial Contractors

SOUTHERN VISTAS INC
2825 COMMERCE DRIVE
COLUMBIA, SC 29205
(803) 256-0559

License number: 13665
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2026
First Issuance Date: 01/15/1992
Classification:
Building-BD5
Masonry-MS5
Concrete-CT5
Concrete Paving-CP5
Asphalt Paving-AP5
Swimming Pools-SP5
Grading-GD5

Qualified By: Surety Bond
President / Owner: MARK A SCHIMMOELLER

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervised By
SCHIMMOELLER MARK (CQG)

[File a Complaint against this licensee](#)

Board Public Action History:

View Orders

View Other License for this Person

No Orders Found

RICHLAND COUNTY GOVERNMENT OFFICE OF PROCUREMENT AND CONTRACTING
2020 HAMPTON STREET, SUITE 3064, COLUMBIA, SC 29204-1002

Project #: RC-719-B-25	Project Name: Saluda Riverwalk Greenway Project Phase 2		Date: 5/13/2025
			Time: 10 am
COMPANY NAME	REPRESENTATIVE	EMAIL ADDRESS	TELEPHONE/FAX
DERAMUS FORRESTER	Richland County	forrester.deramus@richlandcounty	803-576-2133
JEFFREY MCNESBY	Richland County	mcnesby.jeffrey@richlandcounty	803-576-5614
Jeana Keith	Pee Dee Building Systems	jeana.pdbs@gmail.com	843-383-5041
TAMAR BLACK	Richland County	black.tamar@richlandcounty	803-576-2132
Ben	Blutide Marine Construction	ben.ben@blutidemarineconstruction	
Mike Dawson			
David Brandes	LandPlan and CTL Team	brandes.david@landplanandctlteam	
MARGARET JONES	Richland County	jones.margaret@richlandcountysc.gov	803-576-1551
Mike LaCola	AOS Specialty Contractors	iacola.mike@aosspecialtycontractors	
Mark Schimmoeller			
Brian Blankenship	Riverbank Zoo	brian@riverbankzoo	
Javetta Corley	CL Construction	corley.javetta@clconstruction	
Martin, Matthew	Michael Baker International	martin@michaelbakerinternational	
Tommy Stringfellow	Riverbank Zoo	tommy@riverbankzoo	
Lauren Matthews	MattLane Construction	matthews.lauren@mattlaneconstruction	
Scott Nolff	McClam & Associates	nolff.scott@mcclam&associates	
Brianna	ML3 Logistics	brianna.brianna@mllogistics	

		Greenway Bridge LLC	McClam and Associates Inc	Southern Vistas Inc
RC-719-B-25	Total Cost	\$ 3,606,910.0	\$ 3,875,929.95	\$ 3,196,072.0
Saluda Riverwalk				
Greenway				
Project Phase 2				
Due Date				
6/3/2025 @ 2pm				

**RICHLAND COUNTY
ADMINISTRATION**

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



Transportation Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Director
Department:	Transportation	Division:	
Date Prepared:	June 11, 2025	Meeting Date:	July 8, 2025
Legal Review	Patrick Wright via email	Date:	June 25, 2025
Budget Review	Brittany Hammond via email	Date:	June 26, 2025
Finance Review	Stacey Hamm via email	Date:	June 24, 2025
Approved for consideration:		County Administrator	Leonardo Brown, MBA, CPM
Meeting/Committee	Transportation Ad Hoc		
Subject	Award of Construction- Pineview Road at American Italian Way Traffic Signal		

RECOMMENDED/REQUESTED ACTION:

Staff recommends award of the traffic signal at Pineview Rd and American Italian Way to J. Moore Electrical Contractors, Inc., based on the bid received in the amount of \$329,663.00. A construction contingency of 15% will be needed for a total amount of \$379,112.45

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 signal project was a part of the larger Pineview Road Area Improvements project; however, independent bidding and contracting removes it from the larger project while the larger project is in the land acquisition process. The award removes the price markup and coordination through a larger general contractor, and early bidding provides the best pricing. The required \$379K in funding is provided by the associated 2012 referendum widening project.

Applicable fund, cost center, and spend category:

Fund: 1332 Transportation Tax Roadways

Cost Center: 9950 Capital Projects

Spend Category: Construction

Project: Pineview Road Area Improvements

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Request for Bid RC-722-B-25 was evaluated on June 6, 2025. Two bids were received. J. Moore Electrical Contractors, Inc. was found to be 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:	Pineview Road Area Improvements		
From:	District 10	To:	District 11
Project Category:	Road Widening		
Project Services:	Construction		
Project Type <small>(2024 Referendum Only)</small>	Not applicable		

Transportation Project Budgetary Impact:

Total Project Budget:	\$8,000,000
Requested Amount:	\$379,112.45
Remaining Project Budget:	\$7,620,887.55

MOTION OF ORIGIN:

There is no associated Council motion of origin

STRATEGIC & GENERATIVE DISCUSSION:

The construction of the traffic signals at Pineview Road and American Italian Way is a planned improvement for the Pineview Road Improvement project. The County has the opportunity to install the traffic signals while the Penny is engaged in land acquisition for the road widening rather than delaying the installation during later road construction.

The traffic signal offers increased safety and convenience to the patrons, deliveries, and employees in the adjacent industrial park. It also provides safety to the through traffic by preventing less controlled turning traffic.

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
- This project increases road safety
- This project adds convenience and efficiency
- This project helps increase safety when the road widening work begins
- There is an opportunity to accomplish this early and to make the road widening more focused

ATTACHMENTS:

1. Procurement Letter of Recommendation
2. Signal Overview Map

**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



June 6, 2025

To: Mr. Michael Maloney, Director of Transportation
From: Deramus Forrester, Contract Analyst
CC: Mrs. Jennifer Wladischkin, Director of Procurement, William Thomas, Project Manager

Re: RC-722-B-25 Pineview Road at American Italian Way Traffic Signal

On June 6, 2025, bids were received for solicitation RC-722-B-25 Pineview Road at American Italian Way Traffic Signal. There were two (2) submittals which were reviewed and found to have no discrepancies. The bids received were as follows:

Pineview Road American Italian Way Traffic Signal - BID RESULTS SUMMARY	
BIDDER	SUBMITTED BID
J. Moore Electrical Contractors, Inc.	\$329,663.00
Cherokee, Inc.	\$356,052.83

Further review shows that J. Moore Electrical Contractors, Inc. is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A Non-Mandatory Pre-Bid Conference was scheduled at 11 a.m. on May 21, 2025, during which attendees would have gained information and bidding directives for the project.

Attached is a final bid tab sheet for your reference, which indicates J. Moore Electrical Contractors, Inc. bid is 25.03% higher than the Engineer's Estimate of \$247,141.20 dated October 2, 2024. There was no SLBE goal for this project; however, J. Moore Electrical Contractors, Inc. is a Richland County certified SLBE.

It is Procurement's recommendation that a contract be awarded to the lowest responsive and responsible bidder, J. Moore Electrical Contractors, Inc. to include a 15% construction contingency of \$49,449.45.

Print this page

Board: Commercial Contractors

J MOORE ELECTRICAL CONTRACTORS INC

450 CEDAR CREEK RD
SWANSEA, SC 29160-9120
(803) 568-4734

License number: 94571

License type: GENERAL CONTRACTOR

Status: ACTIVE

Expiration: 10/31/2026

First Issuance Date: 01/02/1996

Classification:

Public Electrical Utility-1U4

Concrete-CT4

Qualified By: Financial Statement

President / Owner: JOHN W MOORE

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervised By

MOORE JOHN (CQG)

[File a Complaint against this licensee](#)

Board Public Action History:

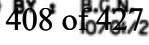
View Orders

View Other License for this Person

No Orders Found

RC-722-B-25 Pineview Road at
American Italian Way Traffic Signal
Due date 6/6/2025 at 2:30 pm

	Cherokee, Inc.	J. Moore Electrical Contractors, INC.
Total Cost	\$ 356,052.83	\$ 329,663.0



DRAWN BY : B.G.D.
DATE : 09/04/24

REVIEWED BY : B.G.N.
DATE : 09/11/24

APPROVED BY : B.G.N.
DATE : 10/07/24



SCALE: 1" = 20' HORIZ

SIGNAL EQUIPMENT

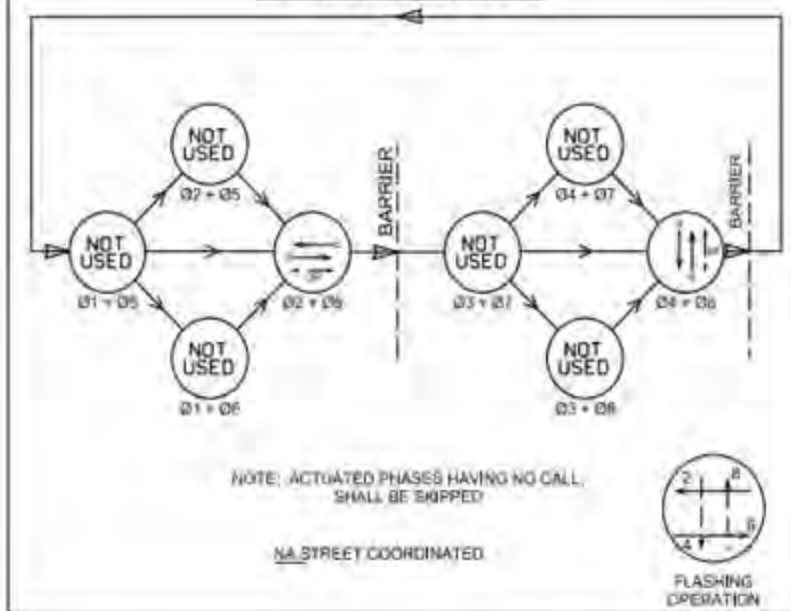
ONE(1) 8-PHASE FULLY ACTUATED STANDARD 2070 CONTROLLER WITH FLASHER, SIGNAL MONITOR UNIT AND BASE-MOUNTED 332A CABINET, FOUR (4) ORACLE, (2)-CHANNEL VEHICLE DETECTOR UNITS

CABINET: EXT. PROP.
VEHICLE SIGNALS: EXT. PROP.
PEDESTRIAN SIGNALS: EXT. PROP.
PEDESTRIAN BUTTONS: EXT. PROP.

HEAD NUMBER	2	4	6	8	2P	8P
LENS	R Y G	R Y G	R Y G	R Y G		
PHASE	2	4	6	8	2P	8P
SIZE	12"	12"	12"	12"	16"	16"
QUANTITY	2	2	2	2	2	2

OLA: OLC:
OLB: OLD:
METAL POLES AS NECESSARY: EXT. PROP.
WOOD POLES AS NECESSARY: EXT. PROP.
SPICE BOXES AS NECESSARY: EXT. PROP.
INDUCTANCE LOOPS AS NECESSARY: EXT. PROP.
GUYS AS NECESSARY: EXT. PROP.
WIRELESS DETECTORS AS NECESSARY: EXT. PROP.

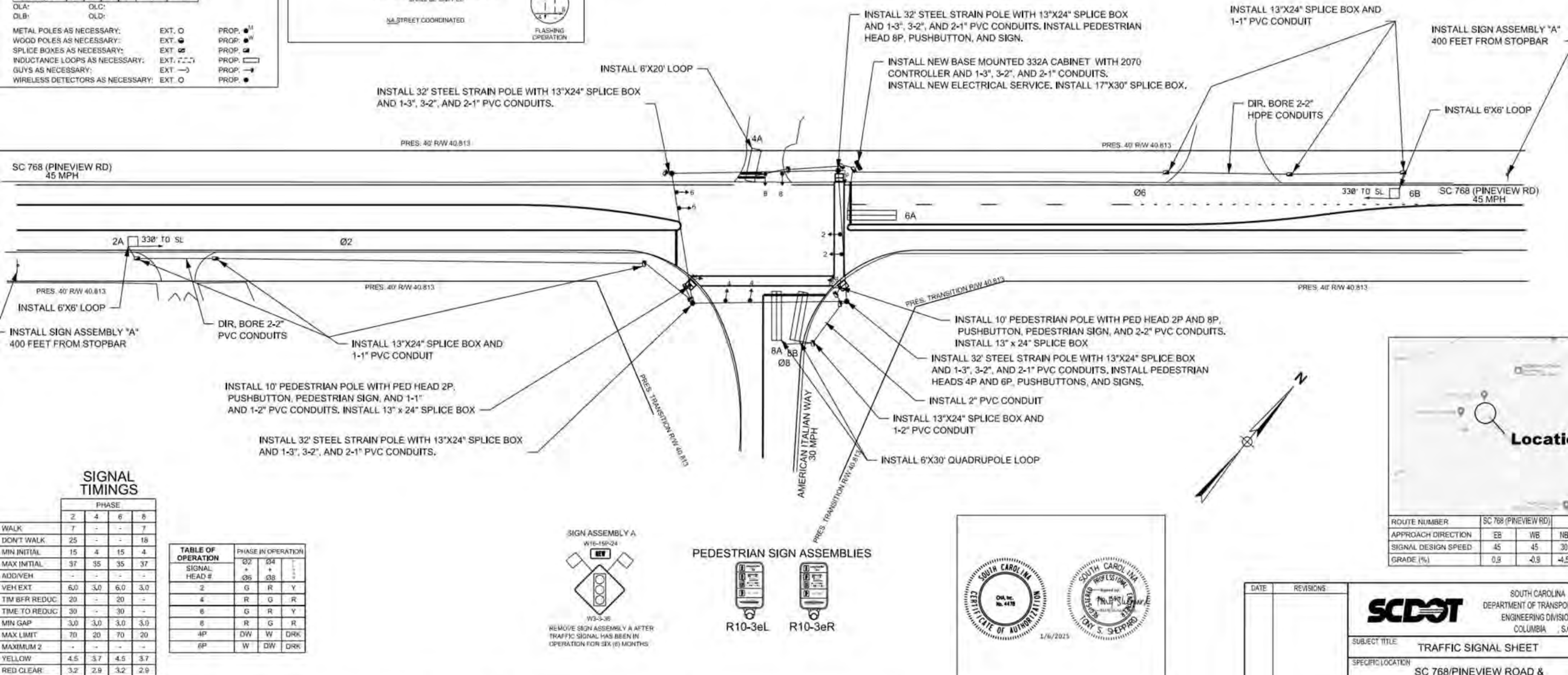
NEMA PHASING



- NOTES:
1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE TO ALL CURRENT SCDOT STANDARD DRAWINGS, SIGNAL DESIGN GUIDELINES, AND TRAFFIC SIGNAL SPECIFICATIONS.
 2. ALL WORK SHALL BE PERFORMED WITHIN THE SCDOT RIGHT OF WAY.
 3. CONTRACTOR SHALL COORDINATE WITH EXISTING UTILITIES FOR CONDUIT, SPLICEBOX, AND FOUNDATION PLACEMENT. ADDITIONALLY, CONTRACTOR SHALL COORDINATE WITH EXISTING UTILITIES TO RAISE ANY OVERHEAD UTILITY LINES THAT DO NOT MEET THE REQUIRED CLEARANCES BETWEEN THE SIGNAL POLES/SPANS AND THE OVERHEAD LINES.
 4. CONTRACTOR SHALL RAISE/TIGHTEN SIGNAL SPAN AS NECESSARY TO ENSURE A MINIMUM 17' CLEARANCE BETWEEN THE ROADWAY AND THE BOTTOM OF EACH SIGNAL HEAD PER SCDOT STANDARD DRAWING 675-105-02.
 5. INSTALL RETROREFLECTIVE BACKPLATES ON ALL SIGNAL HEADS.
 6. ALL NEW SIGNAL HEADS SHALL BE BAGGED WITH BURLAP UNTIL THE NEW TRAFFIC SIGNAL HAS BEEN TESTED AND IS READY TO BE PLACED INTO OPERATION.

LOOP DETECTOR INSTALLATION CHART

PHASE/ LOOP LTR#	DETECTOR	AMP NO.	CHAN NO.	WIRED TO PHASE(S)	LOCK	NON-LOCK	PULSE	PRES	OPERATION	SPECIAL FEATURES	LOOP DESIGN
2A	1	-	-	2	X	-	X	X	-	LOOP	8'X6'
4A	2	-	-	4	-	X	-	X	-	LOOP	8'X20'
6A	3	-	-	6	-	X	-	X	-	QUADRUPOLE	8'X30'
6B	3	-	-	6	X	-	X	-	-	LOOP	8'X6'
8A	4	-	-	8	-	X	-	X	-	QUADRUPOLE	8'X30'
8B	4	-	-	8	-	X	-	X	-	QUADRUPOLE	8'X30'



SIGNAL TIMINGS

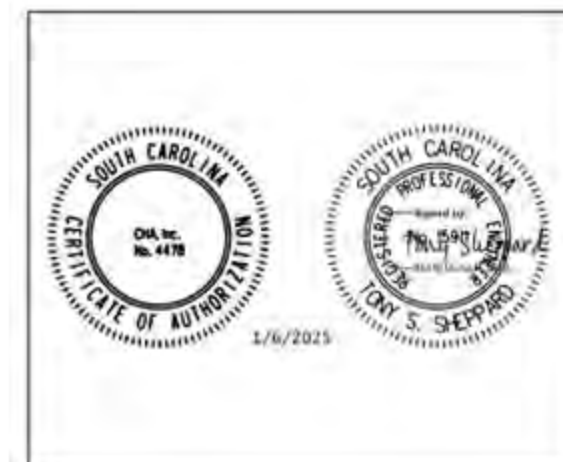
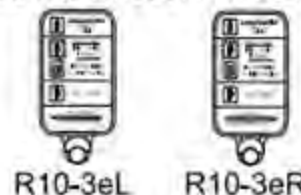
	PHASE			
	2	4	6	8
WALK	7	-	-	7
DON'T WALK	25	-	-	18
MIN INITIAL	15	4	15	4
MAX INITIAL	37	35	35	37
ADD/VEH	-	-	-	-
VEH EXT	6.0	3.0	6.0	3.0
TIM BFR REDUC	20	-	20	-
TIME TO REDUC	30	-	30	-
MIN GAP	3.0	3.0	3.0	3.0
MAX LIMIT	70	20	70	20
MAXIMUM 2	-	-	-	-
YELLOW	4.5	3.7	4.5	3.7
RED CLEAR	3.2	2.9	3.2	2.9

TABLE OF OPERATION	PHASE IN OPERATION		
	SIGNAL HEAD #	Q2 + Q6	Q4 + Q8
2	G	R	Y
4	R	G	R
6	G	R	Y
8	R	G	R
4P	DW	W	DRK
6P	W	DW	DRK



REMOVE SIGN ASSEMBLY A AFTER TRAFFIC SIGNAL HAS BEEN IN OPERATION FOR SIX (6) MONTHS

PEDESTRIAN SIGN ASSEMBLIES



DATE	REVISIONS

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION ENGINEERING DIVISION COLUMBIA, S.C.	
SUBJECT TITLE: TRAFFIC SIGNAL SHEET	
SPECIFIC LOCATION: SC 768/PINEVIEW ROAD & AMERICAN ITALIAN WAY	
CITY: COLUMBIA	COUNTY: RICHLAND

**RICHLAND COUNTY
ADMINISTRATION**

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



Transportation Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Director
Department:	Transportation	Division:	
Date Prepared:	June 11, 2025	Meeting Date:	July 8, 2025
Legal Review	Patrick Wright via email	Date:	June 25, 2025
Budget Review	Brittany Hammond via email	Date:	June 26, 2025
Finance Review	Stacey Hamm via email	Date:	June 24, 2025
Approved for consideration:		County Administrator	Leonardo Brown, MBA, CPM
Meeting/Committee	Transportation Ad Hoc		
Subject	Project Contingency Increase- Percival Road Sidewalk		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval to increase the Percival Road Sidewalk Project approved construction amount from \$3,440,506.40 with an added \$250,000 for a total approved amount of \$3,690,506.40.

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 County Transportation Committee (CTC) has provided \$2.5M of outside funding. The CTC regulates the use of the C-Fund from the State gas tax. The total Penny contribution necessary to complete the project is \$1,740,506.40.

The necessary Penny fund is in the Percival Road project within the 2012 Referendum.

Applicable fund, cost center, and spend category:

Fund: 1333 Transportation Tax Sidewalks

Cost Center: 9950 Capital Projects

Spend Category: Construction

Project: Percival Road

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

This project was awarded in October of 2024, with a construction bid amount of \$2,991,744.70 plus a 15% contingency of \$448,761.71. During construction, it was discovered that two sections of the water main were not included, and SCDOT would require a barrier wall. The contract was adjusted with Change Order #1. In addition, a water relocation was necessary requiring pipe removal and replacement and additional borrow material. These additions were adjusted with Change Order 2. There is currently not sufficient contingency to cover the additional work proposed with this request.

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:	Percival Road Sidewalk		
From:	District 6	To:	District 10
Project Category:	Sidewalk		
Project Services:	Construction		
Project Type (2024 Referendum Only)	Not applicable		

Transportation Project Budgetary Impact:

Total Project Budget:	\$5,047,062 (\$2,500,000 C-fund; \$2,547,062 Penny)
Requested Amount:	\$3,871,985.70 construction + \$350,000 design + \$200,000 CE&I
Remaining Project Budget:	\$625,076.30

MOTION OF ORIGIN:

Item 17c. Percival Road Sidewalk Award of Construction

“...the committee recommended approval of this item.”

Council Member	Recommendation of the Transportation Ad Hoc Committee
Meeting	Regular Session
Date	October 1, 2024

STRATEGIC & GENERATIVE DISCUSSION:

The construction of the Percival Road Sidewalk project furthers the goal of having connected neighborhoods to schools, shopping, mass transit, employment.

This project funded by both the Penny and \$2,500,000 in grant funding from the County Transportation Committee. During construction, necessary improvements include ensuring the sidewalk remains separated from the paved driving surface by three-feet of greenspace, relocating underground utilities, relocating surface guard rails, and adding erosion control measures. The requested contingency increase will allow for these improvements.

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
- This project helps meet the goal for pedestrian connectivity
- This project has been developed through a funding partnership with the CTC
- Adds safety measures by ensuring the sidewalk remain free of surrounding erosion
- The total cost remains within the Penny funding plan

ATTACHMENTS:

1. Map of areas of adjustments

Improvements Key:

- 1-Water-line relocation
- 2-Install 5ft sidewalk
- 3-Install Concrete Ditch Paving
- 4-Install type 3 matting
- 5-Remove and Replace Rip-Rap
- 6-24 inch Pipe Removal and Replace
- 7-Grading
- 8-Traffic Control

RICHLAND COUNTY ADMINISTRATION

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



Transportation Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Director
Department:	Transportation	Division:	
Date Prepared:	June 11, 2025	Meeting Date:	July 8, 2025
Legal Review	Patrick Wright via email	Date:	June 25, 2025
Budget Review	Brittany Hammond via email	Date:	June 26, 2025
Finance Review	Stacey Hamm via email	Date:	June 24, 2025
Approved for consideration:		County Administrator	Leonardo Brown, MBA, CPM
Meeting/Committee	Transportation Ad Hoc		
Subject	Award of Construction- Broad River Road at Farming Creek Road Traffic Signal		

RECOMMENDED/REQUESTED ACTION:

Staff recommends award of the traffic signal at Broad River Road at Farming Creek Road to Cherokee Inc., based on the bid received in the amount of \$242,832.72. A construction contingency of 15% will be needed for a total amount of \$279,257.63

Request for Council Reconsideration: ☒ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The signal project was a part of the larger Broad River Road Widening project. The independent bidding and contracting removes the signal from the larger project that is in the land acquisition process. The award removes the price markup and coordination through a larger general contractor, early bidding provides the best pricing. The necessary \$279K in funding is provided by the associated 2012 referendum widening project.

Applicable fund, cost center, and spend category:

Fund: 1332 Transportation Tax Roadways

Cost Center: 9950 Capital Projects

Spend Category: Construction

Project: Broad River Road Widening

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Request for Bid RC-723-B-25 was evaluated on June 6, 2025. Two bids were received. Cherokee, Inc. was found to be 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:	Broad River Road Widening		
From:	District 1	To:	District 2
Project Category:	Road Widening		
Project Services:	Construction		
Project Type <small>(2024 Referendum Only)</small>	Not applicable		

Transportation Project Budgetary Impact:

Total Project Budget:	\$39,700,000.00
Requested Amount:	\$279,257.63
Remaining Project Budget:	\$39,420,742.37

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

The construction of the traffic signals at Broad River Road at Farming Creek Road is a planned improvement for the Broad River Road Widening project. The County has the opportunity to install the traffic signals while the Penny is engaged in land acquisition for the road widening rather than delaying the installation during the later road construction.

The signal offers increased safety and convenience to the traffic to be detoured/routed via Dutch Fork Road within the next year. It also provides safety to the through traffic by preventing less controlled turning traffic.

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
- This project increases road safety
- This project adds convenience and efficiency
- This project helps increase safety when the road widening work begins
- There is an opportunity to accomplish this early and to make the road widening more focused

ATTACHMENTS:

1. Procurement Letter of Recommendation

**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



June 6, 2025

To: Mr. Michael Maloney, Director of Transportation
From: Deramus Forrester, Contract Analyst
CC: Mrs. Jennifer Wladischkin, Director of Procurement, William Thomas, Project Manager

Re: RC-723-B-25 Broad River Road at Farming Creek Road Traffic Signal

On June 6, 2025, bids were received for solicitation RC-723-B-25 Broad River Road at Farming Creek Road Traffic Signal. There were two (2) submittals which were reviewed and found to have no discrepancies. The bids received were as follows:

Broad River Road at Farming Creek Road Traffic Signal - BID RESULTS SUMMARY	
BIDDER	SUBMITTED BID
Cherokee, Inc.	\$242,832.72
J. Moore Electrical Contractors, Inc.	\$267,735.50

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

A Non-Mandatory Pre-Bid Conference was scheduled at 10 a.m. on May 21, 2025, during which attendees would have gained information and bidding directives for the project.

Attached is a final bid tab sheet for your reference which indicates Cherokee, Inc. bid is 35.66% higher than the Engineer's Estimate of \$156,237.10, dated October 2, 2024. There was no SLBE goal this project; however Cherokee, Inc. is a Richland County certified SLBE.

It is Procurement's recommendation that a contract be awarded to the lowest responsive and responsible bidder, Cherokee, Inc. to include a 15% construction contingency of \$36,424.91.

Print this page

Board: Commercial Contractors

CHEROKEE INC

6928 CHEVAL STREET
COLUMBIA, SC 29209
(803) 776-4870

License number: 12263

License type: GENERAL CONTRACTOR

Status: ACTIVE

Expiration: 10/31/2026

First Issuance Date: 01/01/1992

Classification:

Grading-GD5

Highway Incidental-HI5

Water & Sewer Lines-WL5

Qualified By: Financial Statement

President / Owner: JOHN R JORDAN JR

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervised By

JORDAN JOHN (CQG)

[File a Complaint against this licensee](#)

Board Public Action History:

View Orders

View Other License for this Person

No Orders Found

	Cherokee, Inc.	J. Moore Electrical Contractors, INC.
RC-723-B-25 Broad River at Farming Creek Road Traffic Signal Due Date 6/6/2025 at 2pm	\$ 242,832.72	\$ 267,735.5



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**A RESOLUTION TO APPOINT AND COMMISSION ALESSANDRO BUESCHER AS A
CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL
WELFARE, AND CONVENIENCE OF RICHLAND COUNTY
BUILDING INSPECTIONS**

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

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

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

ADOPTED THIS 8TH DAY OF JULY, 2025.

Jesica Mackey, Chair
Richland County Council District 9

ATTEST this 8th day of July 2025

Anette Aquino Kirylo
Richland County Clerk of Council



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**A RESOLUTION TO APPOINT AND COMMISSION MATTHEW MIZELL AS A
CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL
WELFARE, AND CONVENIENCE OF RICHLAND COUNTY
BUILDING INSPECTIONS**

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

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

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

ADOPTED THIS 8TH DAY OF JULY, 2025.

Jesica Mackey, Chair
Richland County Council District 9

ATTEST this 8th day of July 2025

Anette Aquino Kirylo
Richland County Clerk of Council



REQUEST OF ACTION

Subject: FY26 - District 5 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$50,000** for District 5.

B. Background / Discussion

For the 2025 - 2026 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY26, Regular Council Meeting – June 17, 2025: Establish Hospitality Tax discretionary accounts for each district in FY26 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY24-25 be carried over and added to any additional funding for FY25-26.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY26 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 5 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2025 Remaining	\$ 275
Trustus Theatre	\$ 50,000
Total Allocation	\$ 50,000
FY26 Approved Allocations YTD	\$ 0
Remaining FY2026 Balance	\$ 32,700

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023
- 3rd Reading of the Budget FY25- June 18, 2024
- 3rd Reading of the Budget FY26- June 17, 2025

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.