

RICHLAND COUNTY

REGULAR SESSION

AGENDA



TUESDAY JULY 15, 2025

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2024-2025



Derrek Pugh
District 2
Vice Chair



Jason Branham
District 1



Gretchen D. Barron
District 7



Tyra Little
District 3



Allison Terracio
District 5



Paul Livingston
District 4



Don Weaver
District 6



Tish Dozier Alleyne
District 8



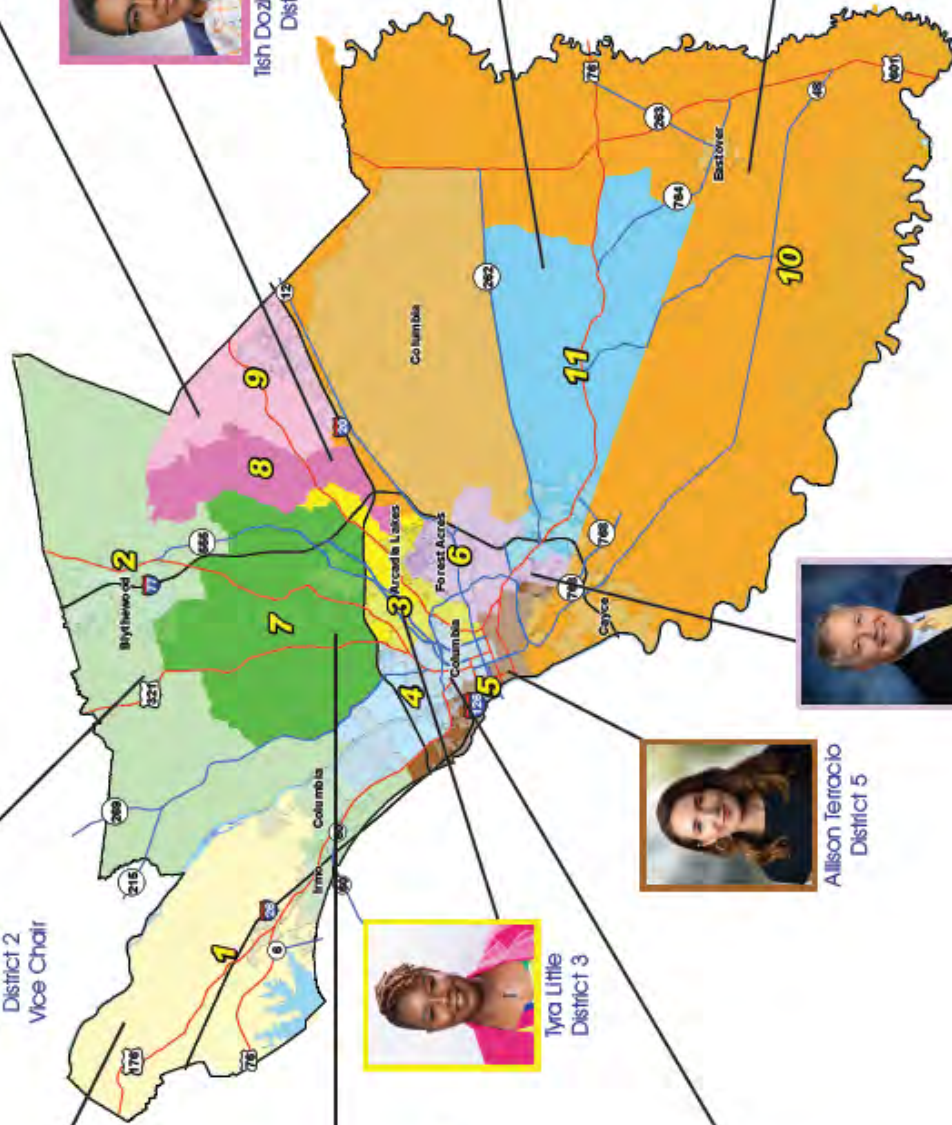
Chakisse Newton
District 11



Cheryl D. English
District 10



Jessica Mackley
District 9
Chair





**Richland County
Regular Session**

AGENDA

July 15, 2025 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER**

The Honorable Jesica Mackey, Chair
Richland County Council

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

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

The Honorable Don Weaver
4. **APPROVAL OF MINUTES**

The Honorable Jesica Mackey

 - a. Special Called Meeting: July 8, 2025 [\[Pages 9-15\]](#)
5. **ADOPTION OF AGENDA**

The Honorable Jesica Mackey
6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS**

Patrick Wright,
County Attorney

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

 - a. Personnel Matter - Grievance Reviews and Recommendations [Pursuant to S.C. Code of Laws, Sec. 30-4-70(a)(1)]
 - b. Opioid Case Update/Action [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
7. **CITIZEN'S INPUT**

The Honorable Jesica Mackey

 - a. For Items on the Agenda Not Requiring a Public Hearing
8. **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).

9. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

- a. Updates for Consideration:
 - 1. General Updates
 - 2. Community Planning & Development – Richland Soil & Water Conservation District - Richland County Local Work Group Meeting [\[Page 17\]](#)
 - 3. Comprehensive Plan [\[Pages 18-24\]](#)
- 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. Community Planning & Development - Conservation - Mitigation Credit Sales - XPO Logistics [\[Pages 25-37\]](#)
 - 2. Grants & Community Outreach - HUD Urban County Cooperative Agreement with the Town of Blythewood [\[Pages 38-48\]](#)

10. REPORT OF THE CLERK OF COUNCIL

Anette Kirylo,
Clerk of Council

11. REPORT OF THE CHAIR

The Honorable Jesica Mackey

12. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Jesica Mackey

- a. 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 the 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

- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to CH Columbia Health District, LLC and Cambridge Columbia I, LP, companies previously identified as Project Momentum; and other related matters

13. 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} [THIRD READING]
[\[Pages 49-50\]](#)
- b. Case #25-003MA
Brandon Pridemore
AG to R3 (111.41 Acres)
700 Mount Valley Road
TMS #R12400-02-23 {District 7} [THIRD READING]
[\[Pages 51-52\]](#)
- c. Case #25-005MA
Michael Schroeder
R3 to R4 (3.8 Acres)
520 Todd Branch Drive
TMS #R17115-01-18 {District 7} [THIRD READING]
[\[Pages 53-54\]](#)
- d. Case #25-021MA
Paz Asraf Rozenblit
INS to R5 (0.54 Acres)
E/S Scotsman Drive
TMS #R17010-05-15 {District 3} [THIRD READING]
[\[Pages 55-56\]](#)
- e. Grants & Community Outreach - Community Development - Disaster Response & Recovery Substantial Amendment to the Citizen Participation Plan [\[Pages 57-70\]](#)

14. THIRD READING ITEMS

The Honorable Jesica Mackey

- a. 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 [\[Pages 71-75\]](#)

- 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 [\[Pages 76-100\]](#)
- 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 CH Columbia Health District, LLC and Cambridge Columbia I, LP, companies previously identified as Project Momentum; and other related matters [\[Pages 101-122\]](#)

15. SECOND READING ITEMS

The Honorable Jesica Mackey

- a. An Ordinance Authorizing a deed to NE/S Lykes Lane, Columbia, South Carolina, County TMS #R06400-01-01, to Clarence S. Davis, III; the sale thereof; and the execution of the real estate contract [\[Pages 123-128\]](#)
- b. An Ordinance Authorizing the termination of a conservation easement on certain land currently owned by the Ball Family Revocable Trust [\[Pages 129-133\]](#)

16. FIRST READING ITEMS

The Honorable Jesica Mackey

- a. An Ordinance authorizing the termination of a conservation easement on certain lands currently owned by Brenda Quick and the Ball Family Revocable Trust [\[Pages 134-138\]](#)

17. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. A Resolution (1) approving the assignment of the OLP Farrow Blythewood SC LLC, a Delaware Limited Liability Company of all the rights, interests, and obligations of CH Carolina Pines LLC, a Delaware Limited Liability Company under that certain fee-in-lieu of ad valorem taxes and incentive agreement

dated December 14, 2021 between CH Carolina Pines LLC (a successor to Carolina Pines Industrial I LLC) and Richland County, South Carolina, (2) authorizing the County's execution and delivery of an assignment and assumption of fee-in-lieu of ad valorem taxes and incentive agreement in connection with such assignment; and (3) authorizing other matters related thereto [\[Pages 139-148\]](#)

- b. A Resolution certifying property as an abandoned buildings site pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67 of the Code of Laws of South Carolina, 1976, as amended [\[Pages 149-151\]](#)

- c. Project Approval Process Update [\[Page 152\]](#)

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

The Honorable Chakisse Newton

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

19. OTHER ITEMS

The Honorable Jesica Mackey

- a. A Resolution to appoint and commission Xzavier Phillip Romeo Howell as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County, Department of Animal Services [\[Page 153\]](#)

20. 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

21. MOTION PERIOD

22. 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
Special Called Meeting
MINUTES
July 8, 2025 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Anette Kirylo, 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, Synithia Williams, Eric Williams, Michael Maloney, Sarah Harris, Quinton Epps, Aric Jensen, Tish Gonzales and Sandra Haynes.

1. **CALL TO ORDER** – Chairwoman Jessica Mackey called the meeting to order at approximately 6:00 PM.
Ms. Mackey acknowledged that Ms. English was participating virtually this evening as it is allowed by the Council Rules.
Ms. Mackey recognized Assistant to the Clerk of Council Jackie Hancock’s birthday.
2. **INVOCATION** – The Invocation was led by the Honorable Don Weaver.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by 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 – Ms. Mackey read the proclamation recognizing the Columbia Rhinos Rugby Football Club into the record.
5. **APPROVAL OF MINUTES**
 - a. Regular Session: June 17, 2025
 - b. Zoning Public Hearing: June 24, 2025
 - c. Special Called Meeting: June 24, 2025

Ms. Newton moved to approve the minutes, as distributed, for the June 17th Regular Session, June 24th Zoning Public Hearing, and June 24th Special Called meetings, seconded by Ms. Barron.

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

The vote in favor was unanimous.
6. **ADOPTION OF AGENDA** – Ms. Alleyne moved to amend the title of Item 16(a) as follows: “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”, seconded by Ms. Mackey.

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

The vote in favor was unanimous.

Mr. Branham moved to adopt the agenda as amended, seconded by Ms. Terracio.

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

The vote in favor was unanimous.8

7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – County Attorney Patrick Wright noted the items eligible for Executive Session:
- a. Discussion/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. **CITIZENS' INPUT**
- a. For Items on the Agenda Not Requiring a Public Hearing
 1. Mitch Ray, 6353 Westshore Road, Columbia, SC 29206 – Thanked Council on behalf of the Big Red Barn Retreat
9. **CITIZENS' INPUT**
- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time)
 1. Tanya Rodriguez-Hodges, 209 Dawson Road, Suite 1, Columbia, SC 29223 – Thanked Council on behalf of the Latino Community Development
10. **REPORT OF THE COUNTY ADMINISTRATOR**
- a. Updates for Consideration
 1. *Community Planning & Development – Neighborhood Improvement Program: Neighborhood Block Party Recognition* – Ms. Essence Holmes, Neighborhood Planner, gave a brief overview of the event. She noted the Martin Luther King Lower Waverly Neighborhood Association won the Best Neighborhood Display Contest.
 2. *Community Planning & Development – Conservation – ENRICH: African American Heritage Tour* – The County Administrator, Leonardo Brown, stated the ENRICH African American Heritage Tour is a self-guided mobile tour to honor the enduring legacy of African American history and heritage in Richland County. It 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](https://travelstorys.com/tours/enrich-african-american-heritage) 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.

Ms. Barron requested that the app be promoted on the County's social media platforms, newsletters, etc.
 3. *Administrator's Office – County Facility Exterior Lighting & Community Engagement* – Mr. Brown mentioned the County has previously utilized exterior lighting to express support for certain times of the year (i.e., Veterans Day). Administration has received a request to consider different events or special occasions to light the County's buildings with other buildings in downtown Columbia. The lighting will coordinate with a calendar of dates and colors in coordination with the United Way. The coordinated display may be seen as an additional effort toward the County's strategic goals and initiatives of *Fostering Good Governance* via collaborating with other governments and *Achieving Positive Public Engagement* through morale-boosting messaging.
 4. *Comprehensive Plan Update* – Mr. Brown gave a brief overview of the proposed Comprehensive Plan timeline.

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*

11. **REPORT OF THE CLERK OF COUNCIL** – No Report was given.

12. **REPORT OF THE CHAIR**

- a. 2026 Strategic Planning Forum – Ms. Mackey stated that January 14-16, 2026, in Charlotte, North Carolina, has been proposed for the 2026 Strategic Planning Forum.

Ms. Barron moved to accept January 14-16, 2026, in Charlotte, North Carolina, for the 2026 Strategic Planning Forum, seconded by Mr. Pugh.

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

The vote in favor was unanimous.

13. **OPEN/CLOSE PUBLIC HEARINGS**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Pontiac Solar LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – No one signed up to speak.
- b. An Ordinance Authorizing a deed to 120 Clemson Road, Columbia, South Carolina; County TMS #R25608-01-38 – No one signed up to speak.
- c. An Ordinance Authorizing a deed to NE/S Lykes Lane, Columbia, South Carolina; County TMS #R06400-01-01 – No one signed up to speak.
- d. An Ordinance Authorizing the termination of a conservation easement on certain land currently owned by the Ball Family Revocable Trust – No one signed up to speak.
- e. An Ordinance Authorizing the termination of a conservation easement on certain land currently owned by Brenda Quick and the Ball Family Revocable Trust – No one signed up to speak.

14. **APPROVAL OF CONSENT ITEMS**

- a. Case #25-002MA, Brandon Pridemore, AG to R3 (198.84 Acres), 800 Mount Valley Road, TMS #R12400-02-22 {District 7} [SECOND READING].
- b. Case #25-003MA, Brandon Pridemore, AG to R3 (111.41 Acres), 700 Mount Valley Road, TMS #R12400-02-23 {District 7} [SECOND READING].
- c. Case #25-005MA, Michael Schroeder, R3 to R4 (3.8 Acres), 520 Todd Branch Drive, TMS #R17115-01-18 {District 7} [SECOND READING].
- d. Case #25-021MA, Paz Asraf Rozenblit, INS to R5 (0.54 Acres), E/S Scotsman Drive, TMS #R17100-05-15 {District 3} [SECOND READING].
- e. Operational Services – Award of Contract – Antique Mall Demolition.
- f. Operational Services – Award of Contract – Guardian Fuel.
- g. Operational Services – Award of Contract – Alvin S. Glenn Facility Maintenance.
- h. Operational Services – Award of Contract – Sears Demolition and Roof.
- i. Procurement – Award of Contract – Public Safety Uniforms.
- j. Public Works – Solid Waste & Recycling – Excavator Purchase.
- k. Grants & Community Outreach – Community Development – 2025 Annual Action Plan for HUD Grants.

- l. Grants & Community Outreach – Community Development – Substantial Amendments – 2017, 2018, 2020, 2021 & 2024 Annual Action Plan

Ms. Newton moved to approve Items 14(a)-14(l), 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. Barron moved to reconsider Items 14(e)-1(l), seconded by Mr. Pugh.

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

The motion for reconsideration failed.

15. **THIRD READING ITEMS**

- 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 – Mr. Livingston moved to approve this item, seconded by Ms. Barron.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

16. **SECOND READING ITEMS**

- a. An Ordinance Authorizing the sale of 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 – Mr. Pugh moved to approve this item, seconded by Ms. Barron.

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

The vote in favor was unanimous.

- b. 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 – Mr. Livingston moved to approve this item, seconded by Ms. Barron.

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

The vote in favor was unanimous.

- 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 – Ms. Barron moved to approve this item, seconded by Mr. Branham.

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.

- 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 – Ms. Barron moved to approve this item, seconded by Mr. Branham.

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

The vote in favor was unanimous.

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

a. **NOTIFICATION OF APPOINTMENTS**

1. Accommodations Tax Committee – Six 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) – Ms. Barron stated the committee recommended re-appointing Ms. April Morgan to the At-Large position, appointing Mr. Daniel Eloi to fill the Hospitality Industry vacancy, and readvertising the remaining vacancies.

Mr. Branham encouraged the individuals appointed to the Accommodations Tax Committee to look for the best investments to attract people to restaurants and hotels/motels.

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

The vote in favor was unanimous.

2. Board of Assessment Appeals – One (1) Vacancy – Ms. Barron stated the committee recommended appointing Ms. Melita Riley.

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

The vote in favor was unanimous.

3. Hospitality Tax Committee – Five (5) Vacancies (TWO applicants must be from the Restaurant Industry – Ms. Barron stated the committee recommended re-appointing Ms. Tanya Rodriguez-Hodges, appointing Ms. Jessica Carswell and Mr. Joseph “Tripp” Roche to fill the Restaurant Industry vacancies, and readvertising the remaining vacancies.

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

The vote in favor was unanimous.

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

Ms. English thanked staff for their continued work and support as we bring the detention center up-to-date. She pointed out that we have contacted local legislators to garner support and ensure we are on the same page.

Mr. Brown noted that information regarding this item can be found in the agenda packet on pp.380-389. Currently, 25% of the detainees have been there for over a year, and 50% have been there more than 6 months. In addition, there are currently 45 juveniles being housed at the Department of Juvenile Justice.

- a. Alvin S. Glenn Detention Center – Status Update
- b. Other Updates
- c. Personnel Update [EXECUTIVE SESSION]
- d. Legal/Legislative Update [EXECUTIVE SESSION]

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

- a. Saluda Riverwalk Greenway Phase 2 – Project Fund Increase – Mr. Livingston stated the committee recommended approval to increase the Saluda Riverwalk Greenway Project, Phase 2 funding by an additional \$1,515,679.20, which will bring the total to \$3,715,679.20.

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

The vote in favor was unanimous.

- b. Award of Construction – Saluda Riverwalk Greenway Phase 2 – Mr. Livingston stated the committee recommended awarding the Saluda Riverwalk Greenway Project, Phase 2 to Southern Vistas, based on the bid received in the amount of \$3,196,072.00, with a 10% construction contingency, and \$200,000 for professional services for a total award amount of \$3,715,679.20.

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

The vote in favor was unanimous.

- c. Award of Construction – Pineview Road at American Italian Way Traffic Signal – Mr. Livingston stated the committee recommended awarding the traffic signal at Pineview Road and American Italian Way to J. Moore Electrical Contractors, Inc., based on the bid received in the amount of \$329,663.00, with a 15% construction contingency for a total amount of \$379,112.45.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The vote in favor was unanimous.

- d. Percival Road Sidewalk – Project Contingency Increase – Mr. Livingston stated the committee recommended approval to increase the Percival Road Sidewalk Project approved construction amount of \$3,440,506.40 by \$250,000 for a total approved amount of \$3,690,506.40

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The vote in favor was unanimous.

- e. Award of Construction – Broad River Road at Farming Creek Road Traffic Signal – Mr. Livingston stated the committee recommended awarding 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, with a 15% construction contingency for a total amount of \$279,257.63.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The vote in favor was unanimous.

Mr. Livingston noted that the Transportation Director, Michael Maloney, updated the committee regarding upcoming meetings and the status of transportation projects.

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

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The motion for reconsideration failed.

20. **OTHER ITEMS**

- 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 – Ms. Barron moved to approve this item, seconded by Mr. Branham.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The vote in favor was unanimous.

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

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The motion for reconsideration failed.

- 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 – Ms. Barron moved to approve this item, seconded by Mr. Branham.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The vote in favor was unanimous.

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

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The motion for reconsideration failed.

- c. FY25 District 5 Hospitality Tax Allocations (Trustus Theatre - \$50,000) – Ms. Terracio moved to approve this item, seconded by Ms. Barron,

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The vote in favor was unanimous.

Ms. Barron moved to reconsider this item, 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** – Mr. Livingston 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 6:58 PM
and came out at approximately 7:14 PM***

Mr. Pugh moved to come out of 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.

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

- a. Discussion/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.
- 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)] – No action was taken.
- 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)] – No action was taken.

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

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

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

The vote in favor was unanimous.

The meeting adjourned at approximately 7:15 PM.



Report of the County Administrator

REGULAR SESSION Tuesday, July 15, 2025

ITEMS FOR EXECUTIVE SESSION:

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

UPDATES FOR CONSIDERATION:

GENERAL UPDATES

COMMUNITY PLANNING & DEVELOPMENT – RICHLAND SOIL & WATER CONSERVATION DISTRICT – RICHLAND COUNTY LOCAL WORK GROUP MEETING

COMPREHENSIVE PLAN UPDATE

ADMINISTRATOR'S NOMINATION:

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

COMMUNITY PLANNING & DEVELOPMENT - CONSERVATION - MITIGATION CREDIT SALES - XPO LOGISTICS: Staff recommends approving the XPO Logistics Freight request to purchase 5.0 wetland credits for the construction of a road and expanded industrial operations in Lexington County at a rate of \$20,000.00 per credit.

GRANTS & COMMUNITY OUTREACH - HUD URBAN COUNTY COOPERATIVE AGREEMENT WITH THE TOWN OF BLYTHEWOOD: County staff seek approval to execute a Cooperative Agreement with the Town of Blythewood to participate in the U.S. Department of Housing and Urban Development's (HUD) Urban County Program for Federal Fiscal Years 2026-2028, allowing the Town, its residents, businesses, and organizations to seek assistance or grant funding through the County's CDBG, HOME, and ESG Programs beginning October 1, 2026.

ATTACHMENTS:

1. Informational Briefing: Community Planning & Development – Richland Soil & Water Conservation District – Richland County Local Work Group Meeting
2. Informational Briefing: Comprehensive Plan Update
3. Agenda Briefing: Community Planning & Development - Conservation - Mitigation Credit Sales - XPO Logistics
4. Agenda Briefing: Grants & Community Outreach - HUD Urban County Cooperative Agreement with the Town of Blythewood

**Informational Agenda Briefing**

Prepared by:	Quinton Epps	Title:	Division Manager
Department:	Community Planning & Development	Division:	Conservation
Date Prepared:	July 2, 2025	Meeting Date:	July 15, 2025
Approved for consideration:		Assistant County Administrator	Aric A Jensen, AICP
Meeting/Committee	Regular Session		
Subject:	Richland County Local Work Group Meeting		

Each year, the Richland Soil and Water Conservation District (RSWCD), in cooperation with the USDA - Natural Resources Conservation Service, hosts the Richland County Local Work Group Meeting to discuss local natural resource concerns and conservation priorities for Farm Bill Programs. Examples of natural resource concerns include soil erosion, water quality, wildlife habitat, and invasive species. Land uses under consideration include forestland, cropland, pastureland, and agricultural waste.

Local Work Groups include representatives from cooperating federal, state, and local agencies; conservation organizations; and the public. Interested members of the public are invited to participate in the Local Work Group meeting.

Details for the FY2025 meeting are below:

Richland County Local Work Group Meeting		
Registration	https://tinyurl.com/2025RCLocalWorkGroup	
Date & Time:	Thursday, July 24, 2025	9 am – 11 am
Location:	Garners Ferry Adult Activity Center, 8620 Garners Ferry Rd., Hopkins, SC 29061	



Informational Agenda Briefing

Prepared by:	Synithia Williams	Title:	Director
Department:	Community Planning & Development	Division:	
Date Prepared:	July 8, 2025	Meeting Date:	July 15, 2025
Approved for consideration:		Assistant County Administrator	Aric A Jensen, AICP
Meeting/Committee	Regular Session		
Subject:	Comprehensive Plan Update		

Phase I of the Comprehensive Plan update occurred between December 2024 through March 2025. During this “Discovery” phase, the Comprehensive Planning Team asked the community for their thoughts on the current state of the County and how they’d like to see the County grow over the next 10+ years, reviewed data on infrastructure and demographics, and developed an existing conditions summary.

Phase II of the Comprehensive Plan occurred between April 2025 through July 2025. The “Development” phase involved presenting three different, potential future land use scenarios to the community, creating a vision plan for the future and developing subarea concepts, or conceptual development illustrations.

The County is now moving into Phase III of the Comprehensive Plan. This phase provides “Direction” and will include policy recommendations, an action plan, as well as identify areas for priority investment. Phase III begins with a public forum on August 27, 2025 reviewing the preferred future land use scenario for Richland County.

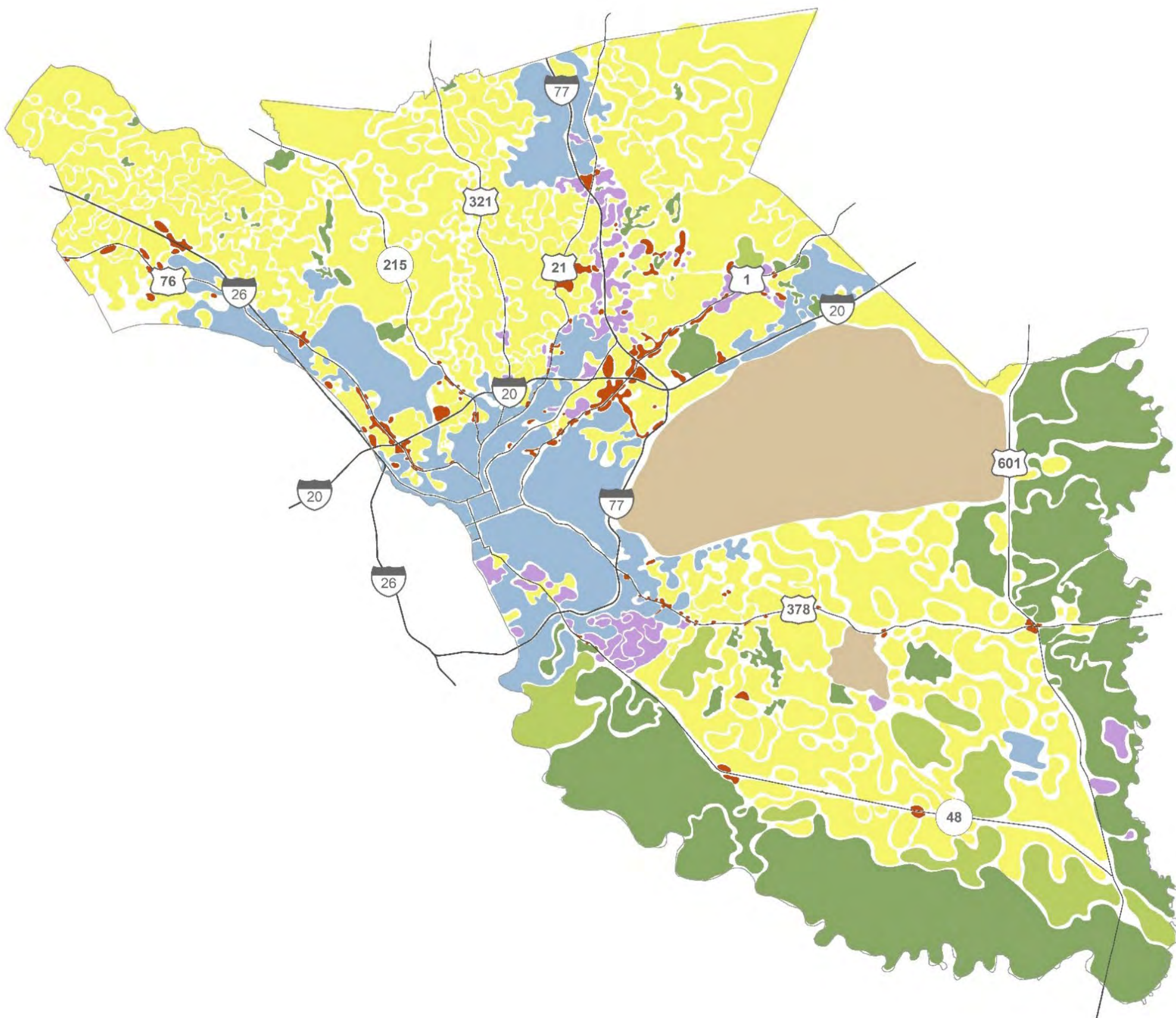
At its August 26, 2025 meeting, County Council will receive a preview of the information the Comprehensive Planning Team gathered from citizens, stakeholders, and officials about future growth and development in the County. If Council members believe certain areas or topics were overlooked in Phases I or II, or if they have received feedback from citizens that is not reflected in the preferred land use scenario, this would be the ideal time to share this information.

ATTACHMENTS:

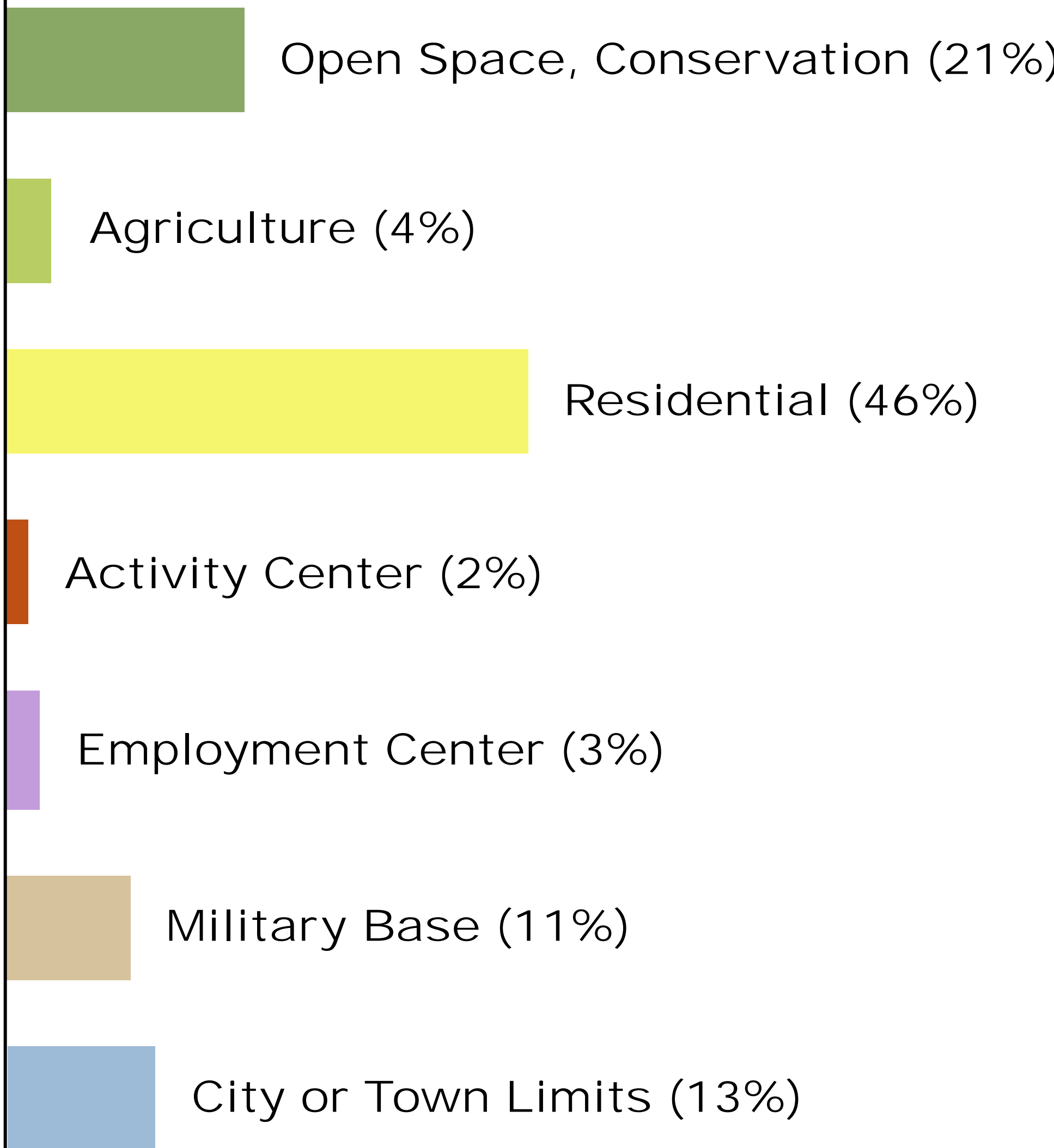
1. Phase II Proposed Land Use Scenarios

SCENARIO CONCEPT THEMES & STORIES COMPARISON

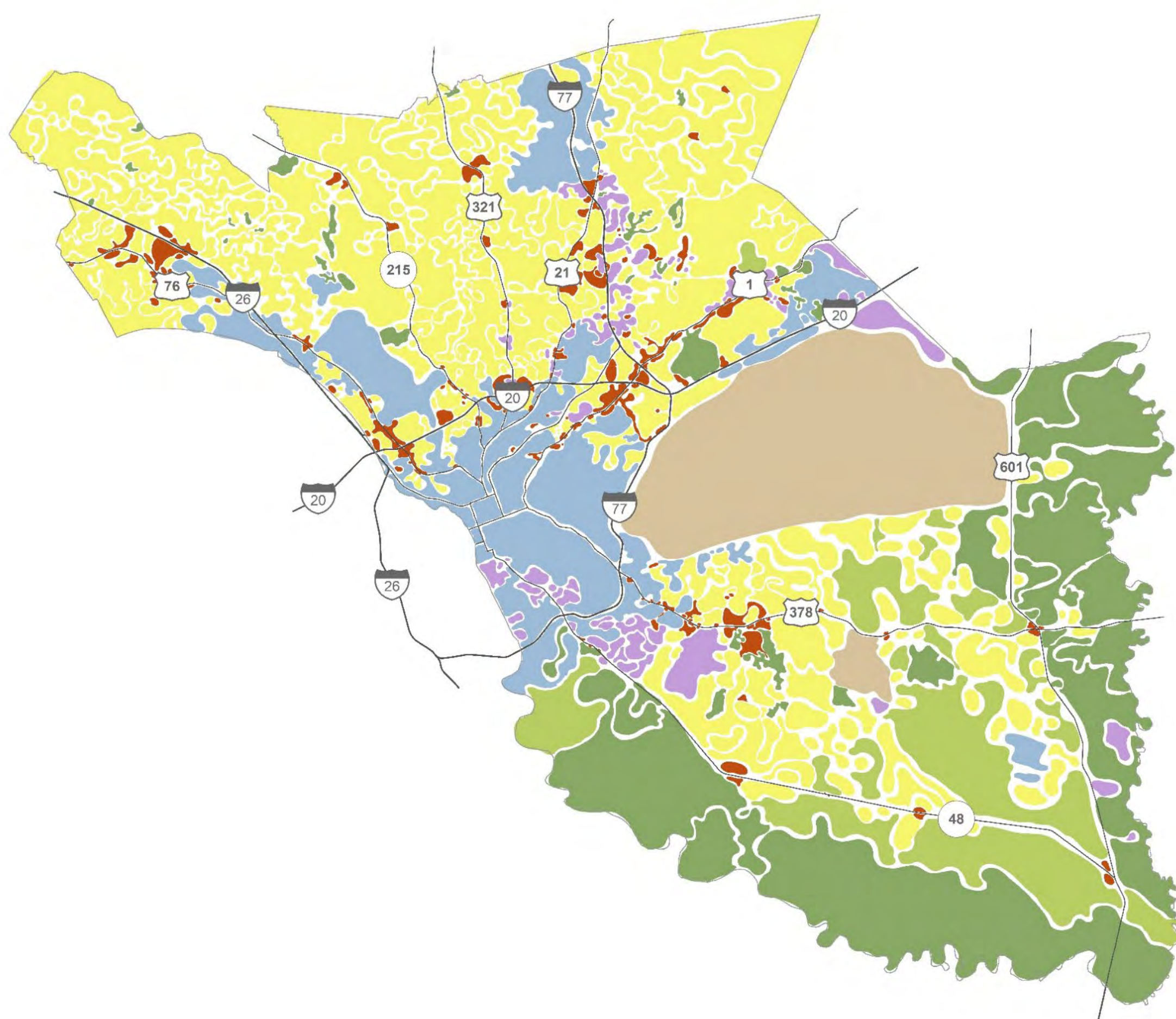
A



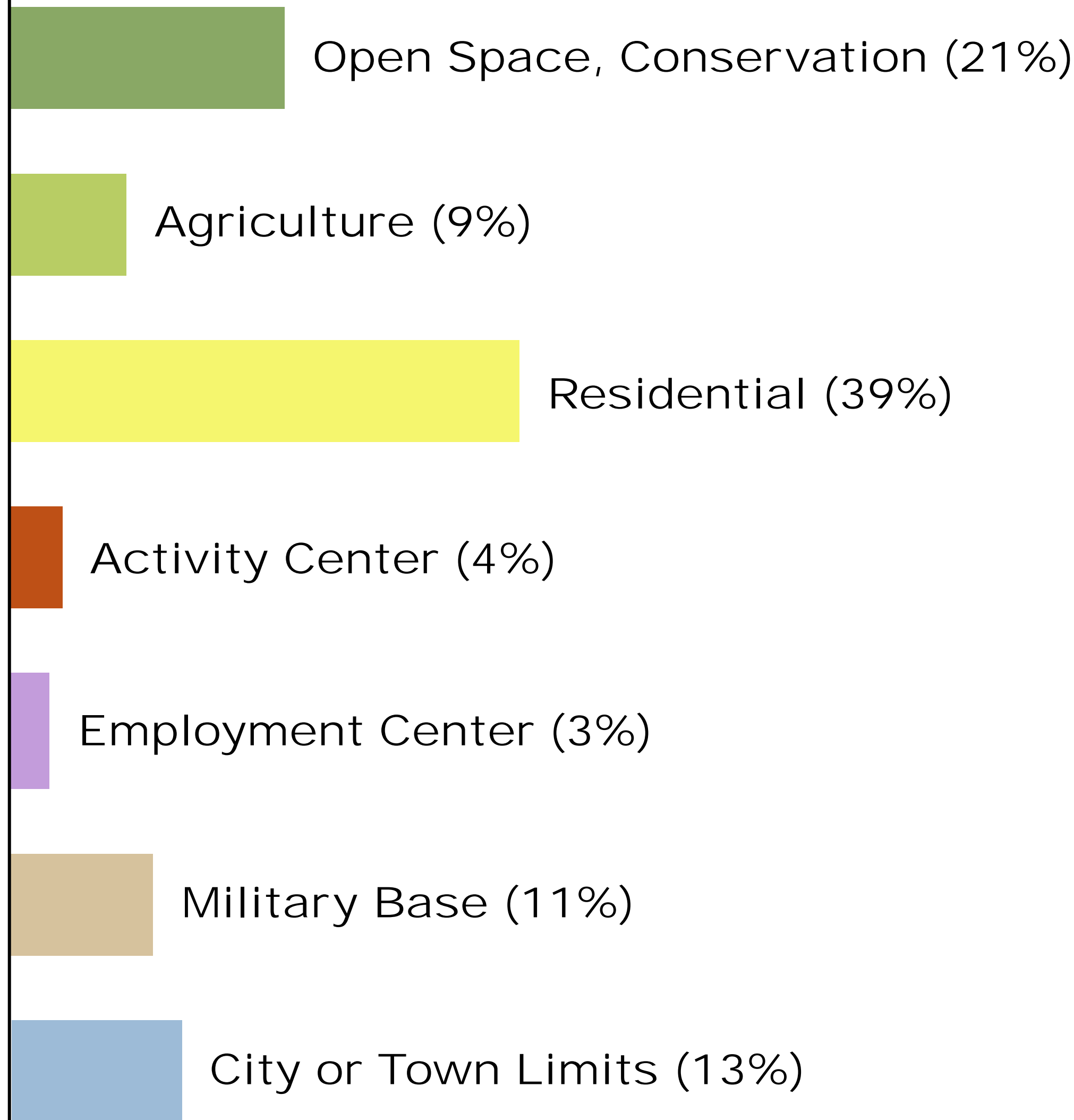
This scenario contemplates a future for unincorporated Richland County where recent “business-as-usual” development types, locations, patterns, and intensities favored in the 2015 Richland Comprehensive Plan continue in the future.



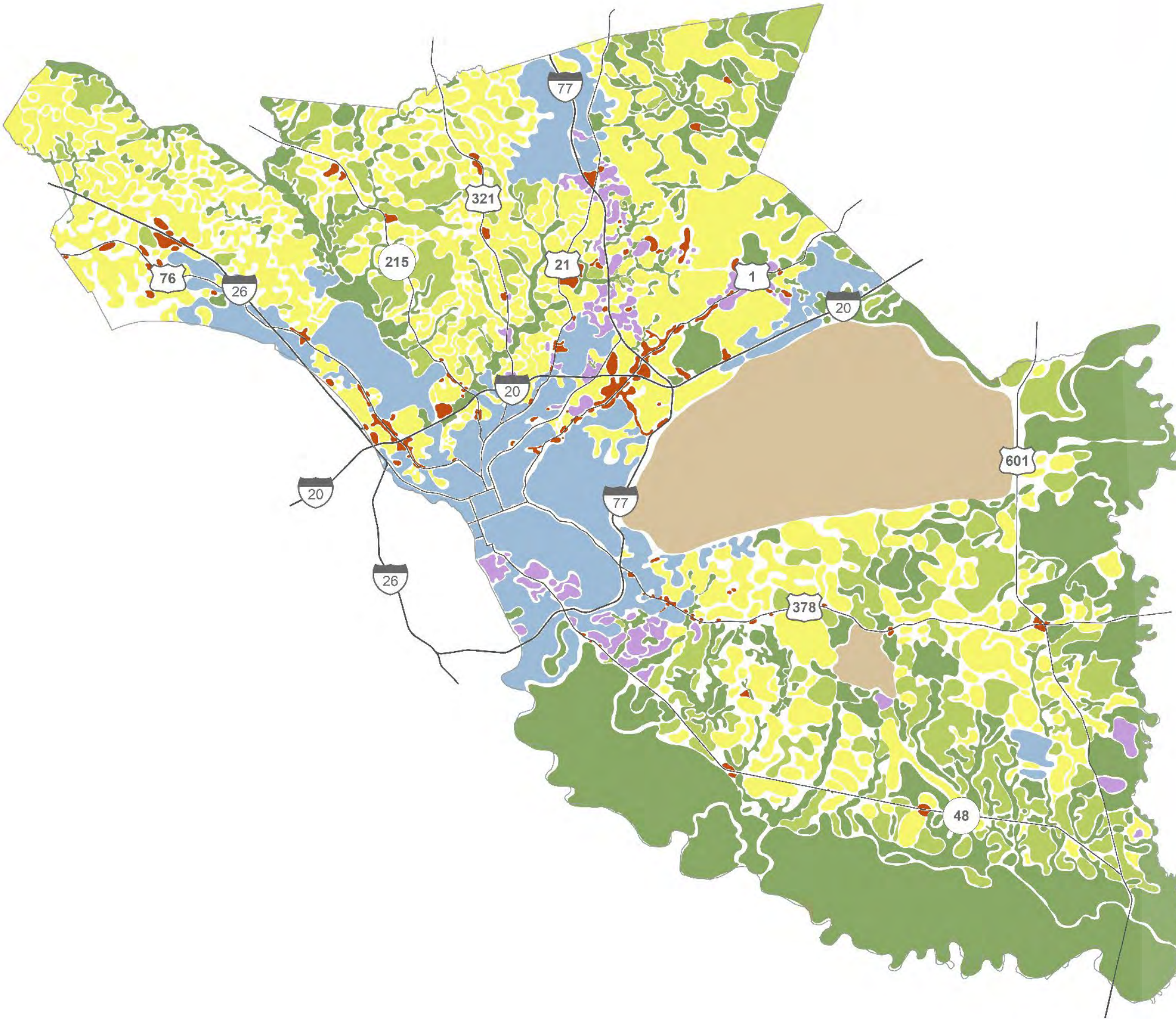
B



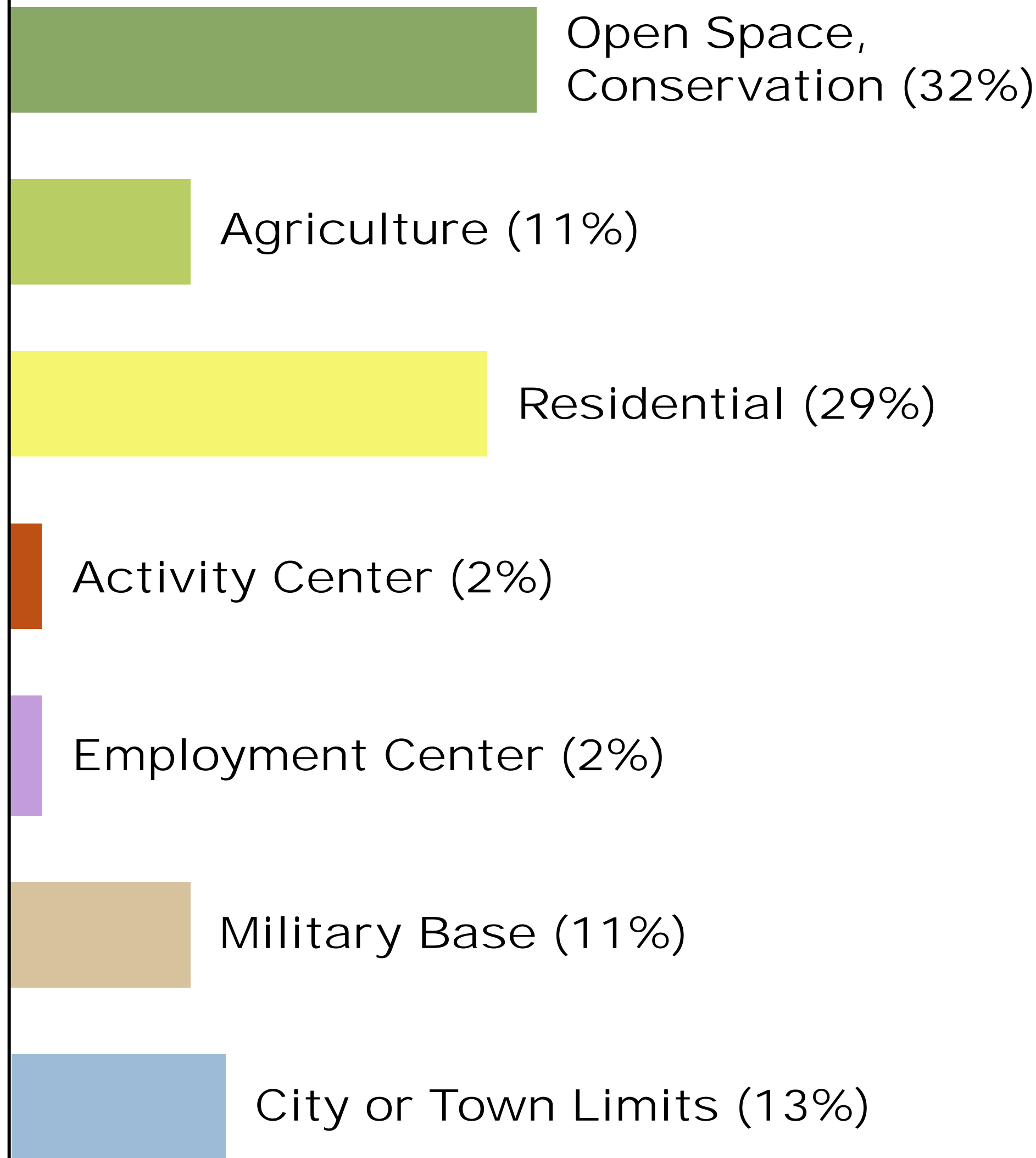
This scenario focuses on directing development toward highly suitable land around existing and emerging centers, including municipalities and employment nodes, to foster economic vitality and efficient infrastructure use.



C



This scenario has an emphasis on conservation. It prioritizes environmentally- and culturally-important places and areas, including agriculture, floodplains, wetlands, "outside-the-fence" military training routes, and historic/cultural sites, while accommodating growth in suitable areas.



POTENTIAL GROWTH AREAS COMPARISON

A



For Scenario A, land classified as vacant (undeveloped), agriculture (less than 500 acres in size), or under-developed (*) was made available for future development in the growth allocation model. Existing development, parkland, permanent conservation areas, and water bodies would remain as they are today. Land inside city or town limits and the two military bases was removed from the growth allocation model to recognize the planning area for the new Richland County Comprehensive Plan. Future development in the potential growth area was influenced largely by the rules, policies, and requirements presented in the Richland County 2015 Comprehensive Plan.

- Area Not Receiving County Growth
- Potential Growth Area for Scenario A

B



For Scenario B, land classified as vacant (undeveloped), agriculture (less than 300 acres in size), or under-developed (*) with a land suitability score of 66 or higher (red and orange on the maps to the left) was made available for future development in the growth allocation model. Additional rules were added for the scenario to prioritize development in areas promoted by the Richland County Economic Development Office for business recruitment, or presented in the Lower Richland County Tourism Plan (2018), or envisioned in the Broad River Master Plan. Land inside city or town limits and the two military bases was removed from the growth allocation model to recognize the planning area for the new Richland County Comprehensive Plan.

- Area Not Receiving County Growth
- Potential Growth Area for Scenario B

C

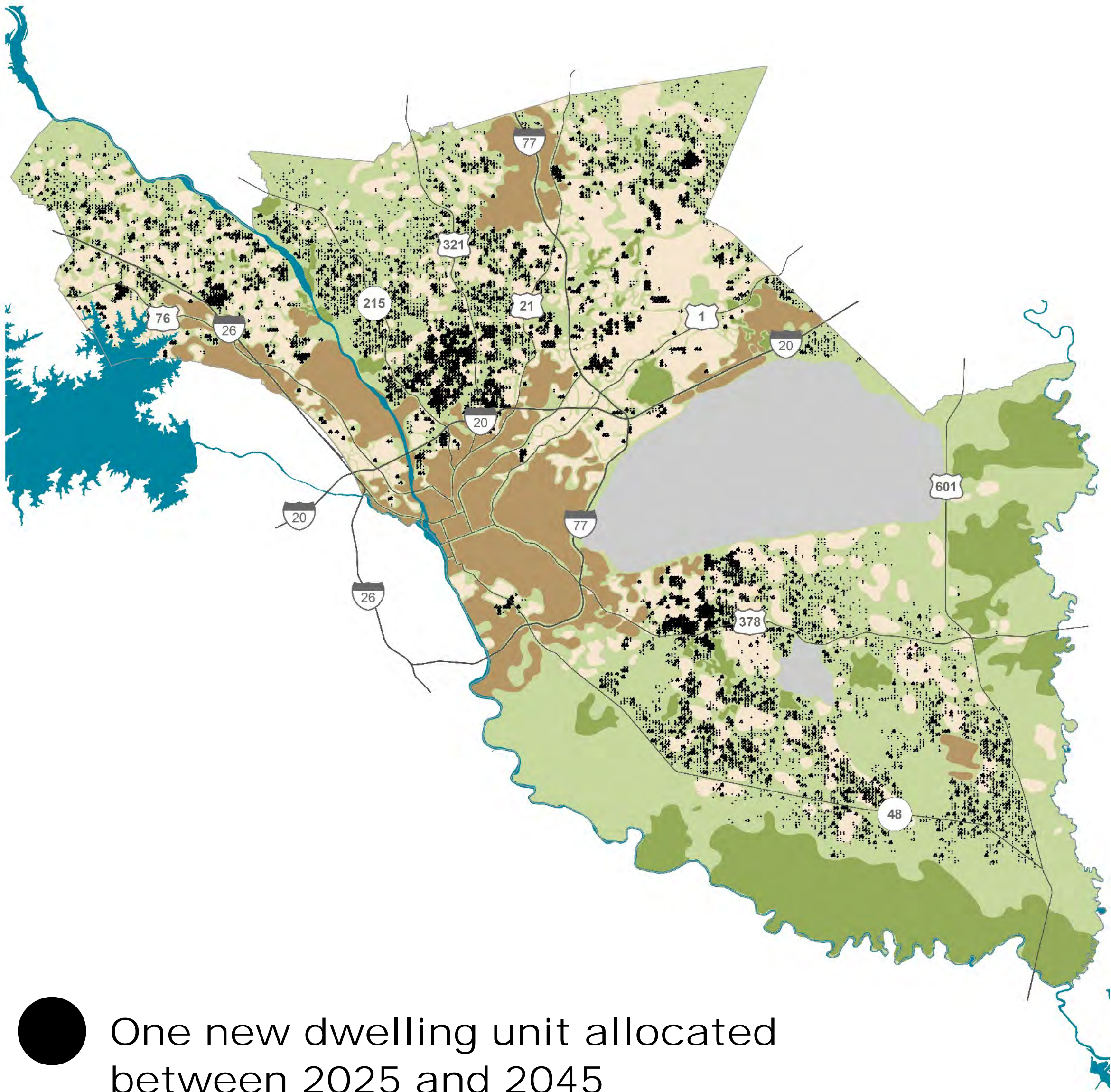


For Scenario C, land classified as vacant (undeveloped), agriculture (less than 100 acres in size), or under-developed (*) was made available for future development in the growth allocation model. Additional rules were added for the scenario to protect historic properties, wetlands, one-hundred-year floodplains, land outside of military bases deemed necessary to operations (the “mission footprint”), and large farms (greater than 100 acres in size). Land inside city or town limits and the two military bases was also removed from the growth allocation model to recognize the planning area for the new Richland County Comprehensive Plan.

- Area Not Receiving County Growth
- Potential Growth Area for Scenario C

RESIDENTIAL GROWTH ALLOCATION COMPARISON

A



● One new dwelling unit allocated between 2025 and 2045

Single-Family
Detached Home



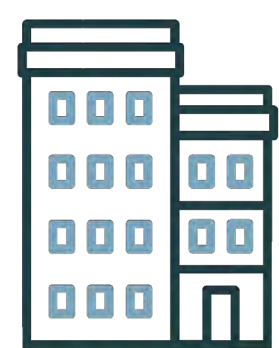
26,500 d.u.
(Planning Area)

Single-Family
Attached Home



1,000 d.u.
(Planning Area)

Apartment or
Condominium

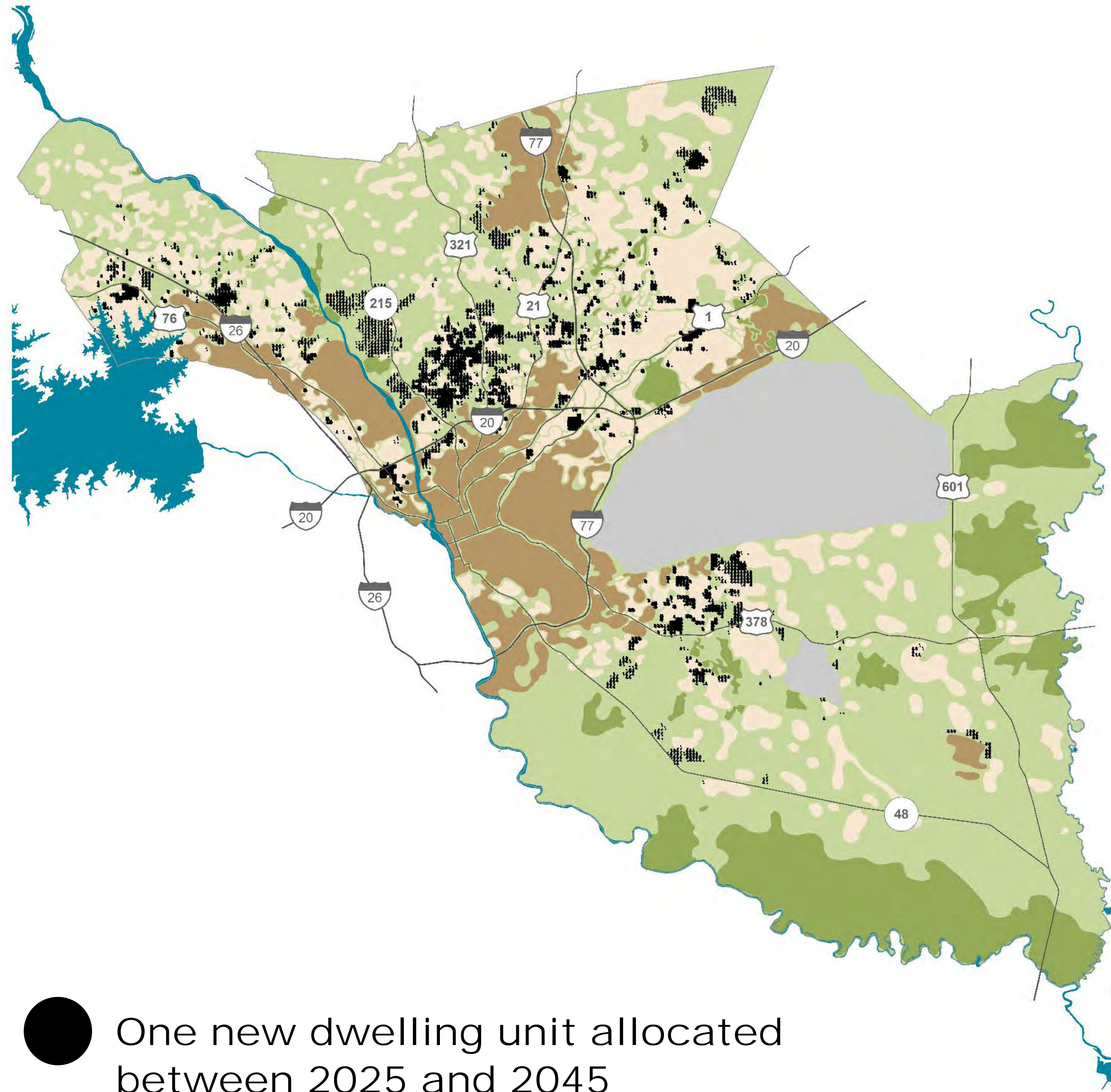


7,300 d.u.
(Planning Area)

Total
Dwelling
Units

34,800 d.u.
(Planning Area)

B



● One new dwelling unit allocated between 2025 and 2045

Single-Family
Detached Home



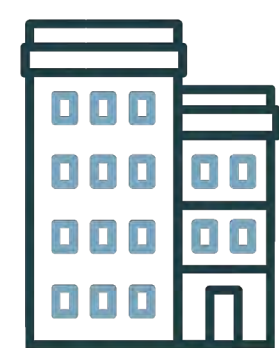
17,100 d.u.
(Planning Area)

Single-Family
Attached Home



5,500 d.u.
(Planning Area)

Apartment or
Condominium

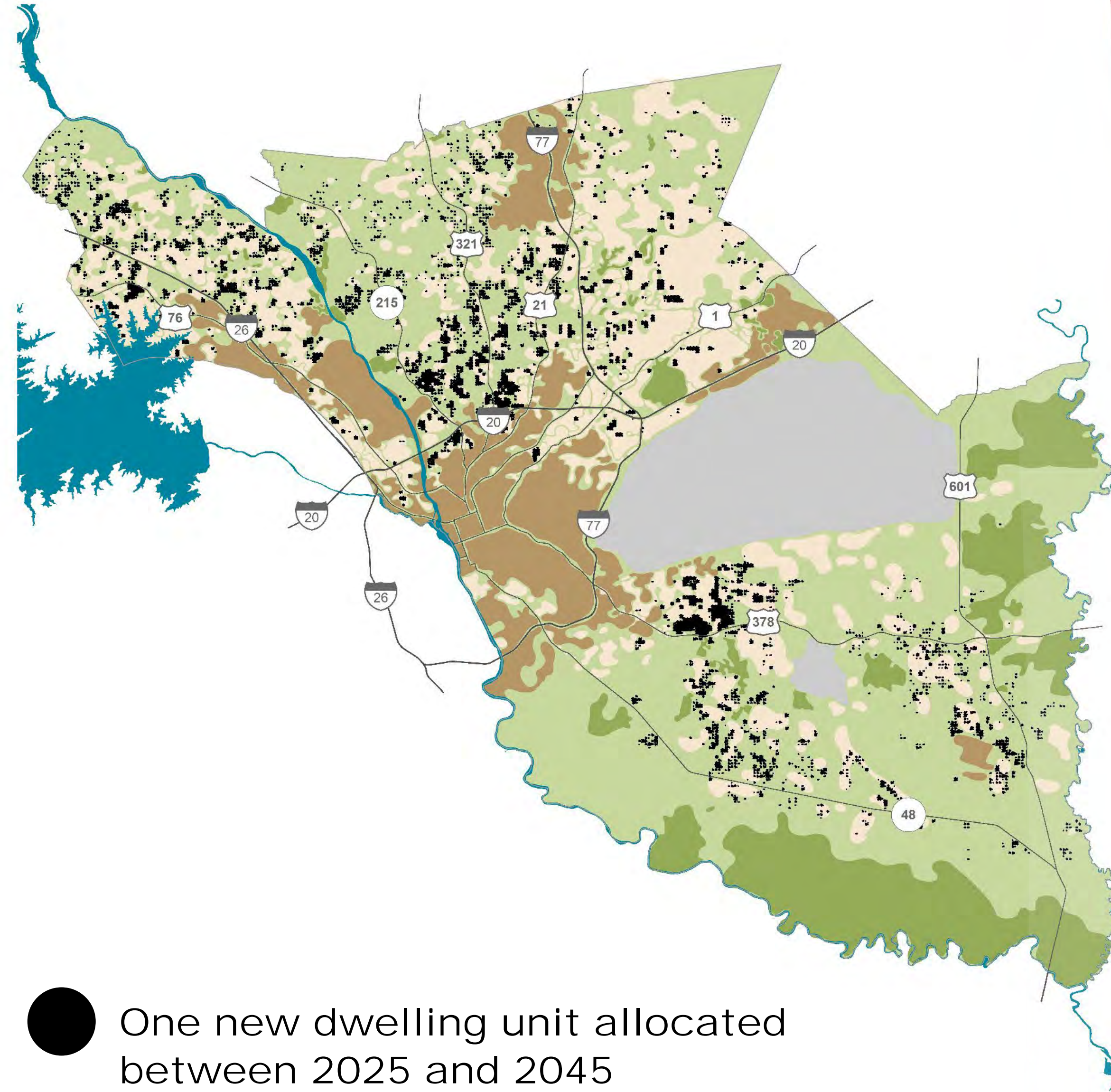


12,200 d.u.
(Planning Area)

Total
Dwelling
Units

34,800 d.u.
(Planning Area)

C



● One new dwelling unit allocated between 2025 and 2045

Single-Family
Detached Home



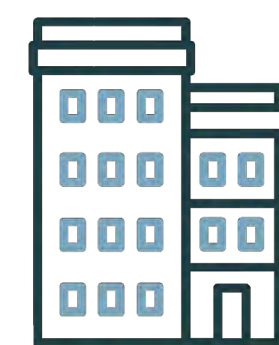
22,000 d.u.
(Planning Area)

Single-Family
Attached Home



5,500 d.u.
(Planning Area)

Apartment or
Condominium



7,300 d.u.
(Planning Area)

Total
Dwelling
Units

34,800 d.u.
(Planning Area)

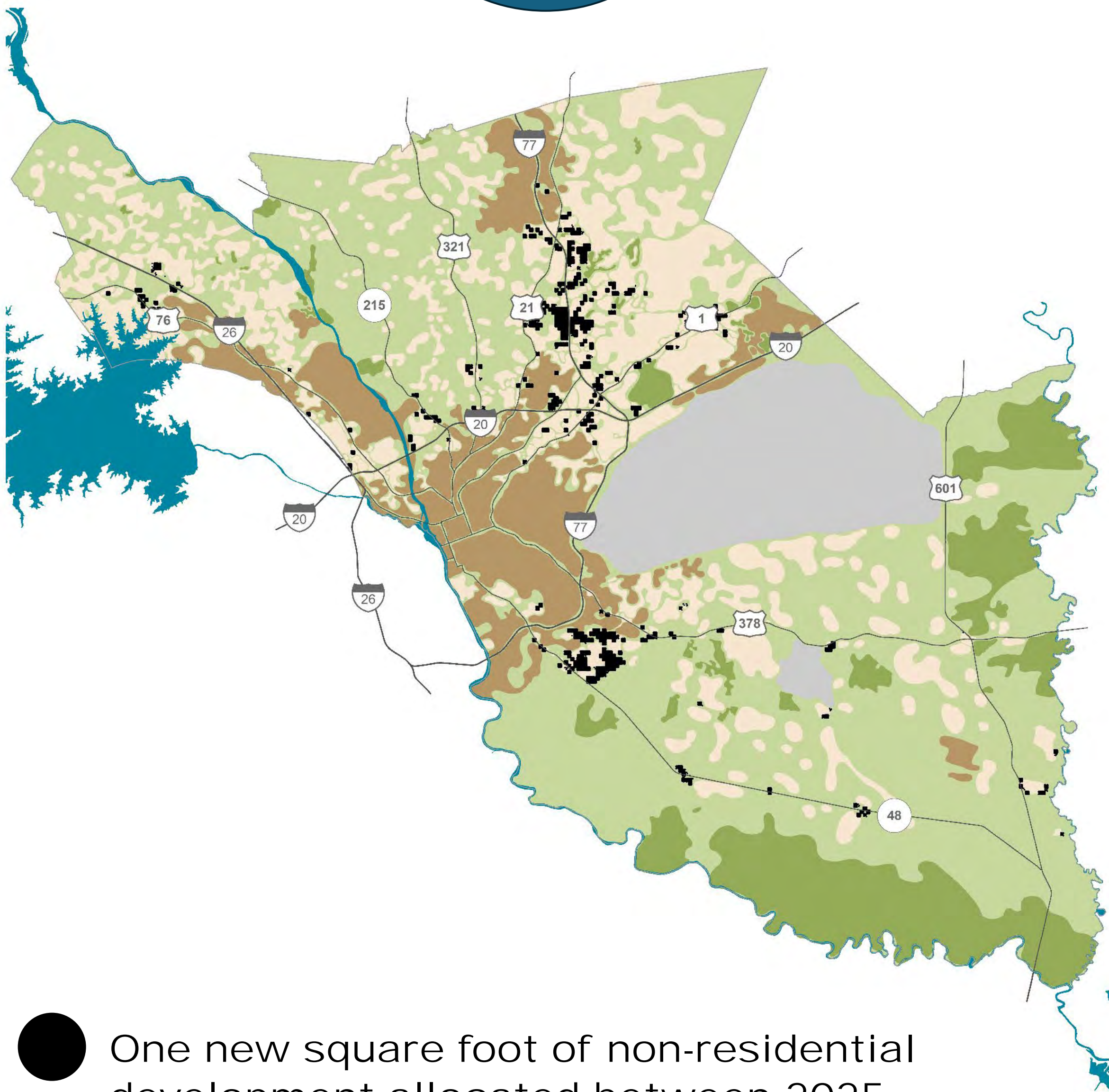
Existing Conservation Land Existing Developed Land
Existing Vacant Land Existing City or Town Limits

Existing Conservation Land Existing Developed Land
Existing Vacant Land Existing City or Town Limits

Existing Conservation Land Existing Developed Land
Existing Vacant Land Existing City or Town Limits

NON-RESIDENTIAL GROWTH ALLOCATION COMPARISON

A



● One new square foot of non-residential development allocated between 2025 and 2045

Retail Space



3,110,000 s.f.
(Planning Area)

Office Space



5,960,000 s.f.
(Planning Area)

Industrial Space



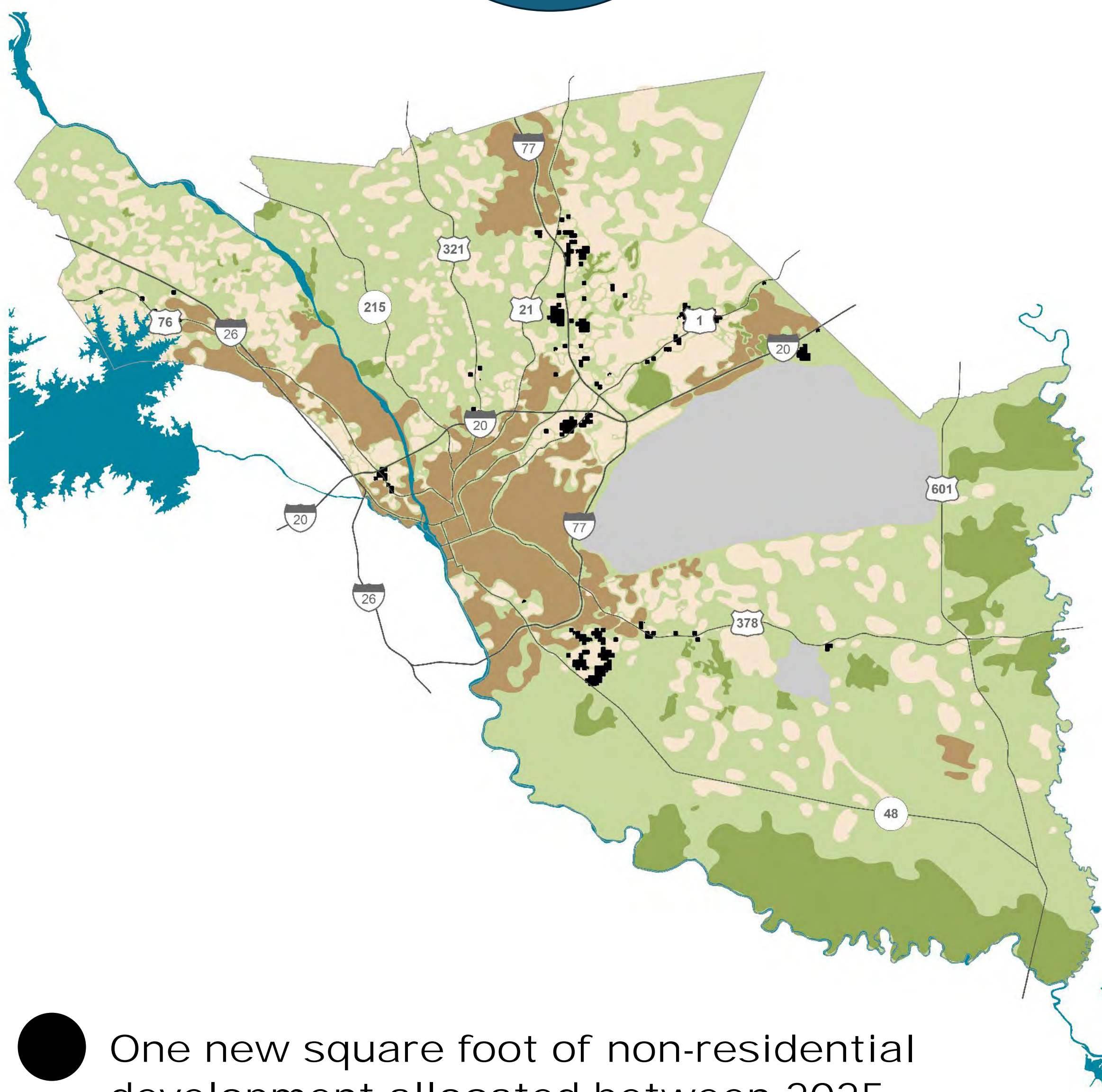
3,750,000 s.f.
(Planning Area)

Total Non-Residential Square Feet

12,820,000 s.f.
(Planning Area)

Existing Conservation Land Existing Developed Land
Existing Vacant Land Existing City or Town Limits

B



● One new square foot of non-residential development allocated between 2025 and 2045

Retail Space



3,110,000 s.f.
(Planning Area)

Office Space



5,960,000 s.f.
(Planning Area)

Industrial Space



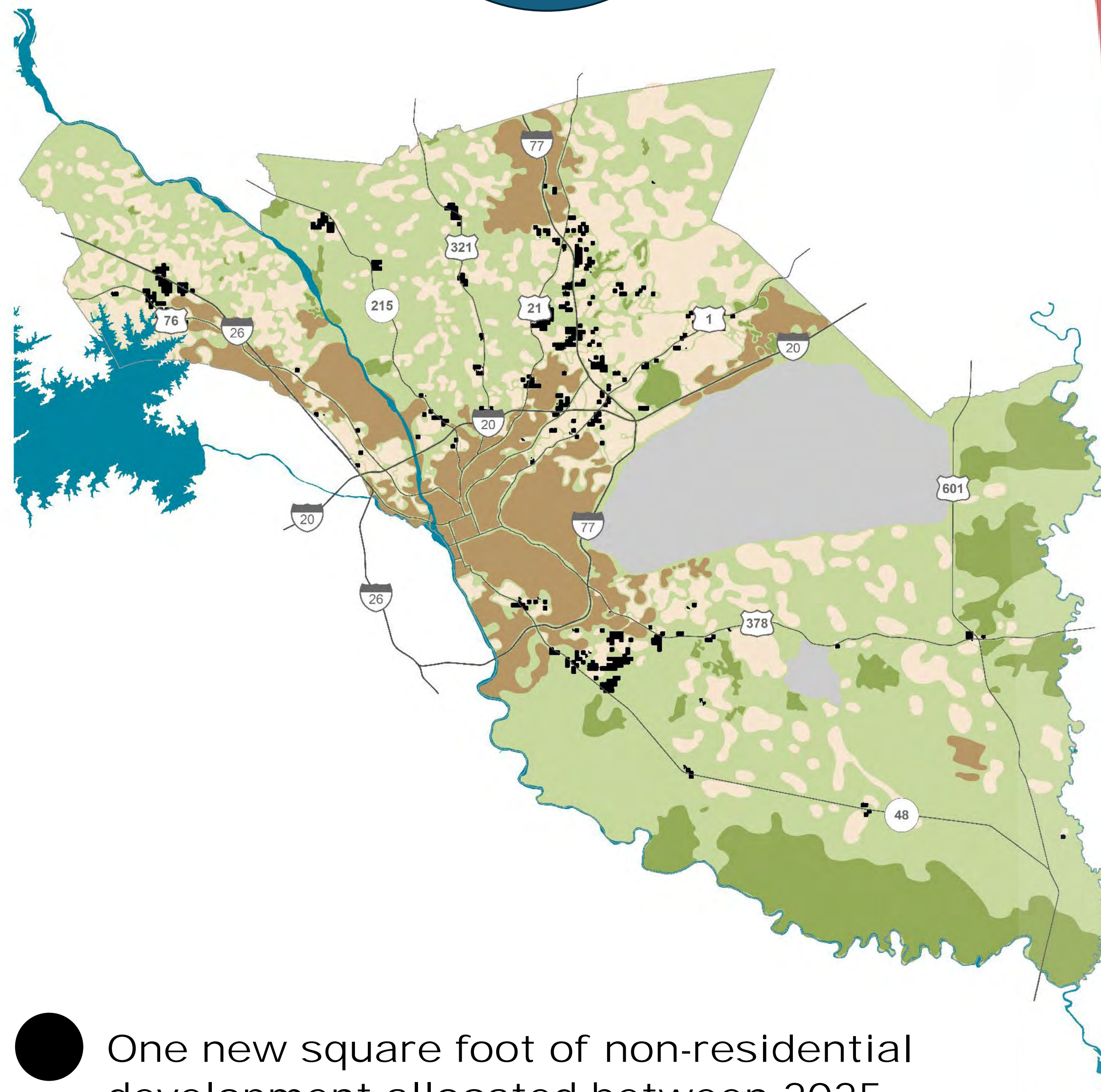
3,750,000 s.f.
(Planning Area)

Total Non-Residential Square Feet

12,820,000 s.f.
(Planning Area)

Existing Conservation Land Existing Developed Land
Existing Vacant Land Existing City or Town Limits

C



● One new square foot of non-residential development allocated between 2025 and 2045

Retail Space



3,110,000 s.f.
(Planning Area)

Office Space



5,960,000 s.f.
(Planning Area)

Industrial Space



3,750,000 s.f.
(Planning Area)

Total Non-Residential Square Feet

12,820,000 s.f.
(Planning Area)

Existing Conservation Land Existing Developed Land
Existing Vacant Land Existing City or Town Limits

GENERAL IMPACTS ANALYSIS COMPARISON

A



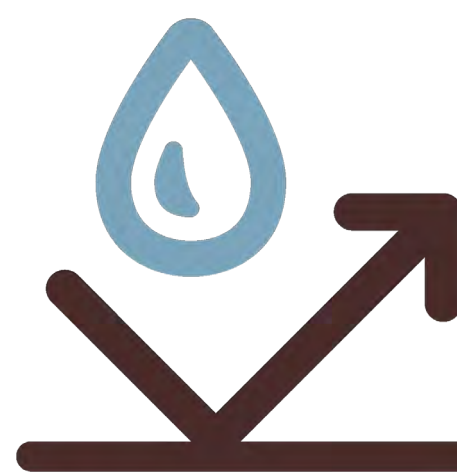
+ 76,091

The number of new residents living in unincorporated areas of the county by 2045.



+ 31,091

The number of new employees working in unincorporated areas of the county by 2045.



+ 37,222

The acres of new impervious surface (estimate) anticipated for unincorporated areas of the county based on the development types, locations, patterns, and intensities envisioned for the scenario.



76% SFD

3% SFA

21% MFS

The percent of new single family detached homes (SFD), townhomes and small "plex" homes (SFA), and apartments or condominiums (MFS) available to new residents for the scenario.



4%

The percent of land in unincorporated areas of the county preserved for agriculture.



14%

The percent of land in unincorporated areas of the county disturbed to accommodate new development patterns and intensities envisioned for the scenario.

B



+ 71,338

The number of new residents living in unincorporated areas of the county by 2045.



+ 31,091

The number of new employees working in unincorporated areas of the county by 2045.



+ 14,216

The acres of new impervious surface (estimate) anticipated for unincorporated areas of the county based on the development types, locations, patterns, and intensities envisioned for the scenario.



49% SFD

16% SFA

35% MFS

The percent of new single family detached homes (SFD), townhomes and small "plex" homes (SFA), and apartments or condominiums (MFS) available to new residents for the scenario.



9%

The percent of land in unincorporated areas of the county preserved for agriculture.



5%

The percent of land in unincorporated areas of the county disturbed to accommodate new development patterns and intensities envisioned for the scenario.

C



+ 76,091

The number of new residents living in unincorporated areas of the county by 2045.



+ 31,091

The number of new employees working in unincorporated areas of the county by 2045.



+ 20,276

The acres of new impervious surface (estimate) anticipated for unincorporated areas of the county based on the development types, locations, patterns, and intensities envisioned for the scenario.



63% SFD

16% SFA

21% MFS

The percent of new single family detached homes (SFD), townhomes and small "plex" homes (SFA), and apartments or condominiums (MFS) available to new residents for the scenario.



11%

The percent of land in unincorporated areas of the county preserved for agriculture.



7%

The percent of land in unincorporated areas of the county disturbed to accommodate new development patterns and intensities envisioned for the scenario.

GENERAL IMPACTS ANALYSIS COMPARISON

A



+ 203

The number of new sheriff deputies needed to serve new development envisioned for the scenario based on current service delivery standards.



+ 136

The number of new fire fighters needed to serve new development envisioned for the scenario based on current service delivery standards.



21%

The percent of land in unincorporated areas of the county dedicated to permanent open space.



82%

The percent land disturbed by new development that falls outside of an immediate connection to an existing water or sewer service area in unincorporated areas of the county.

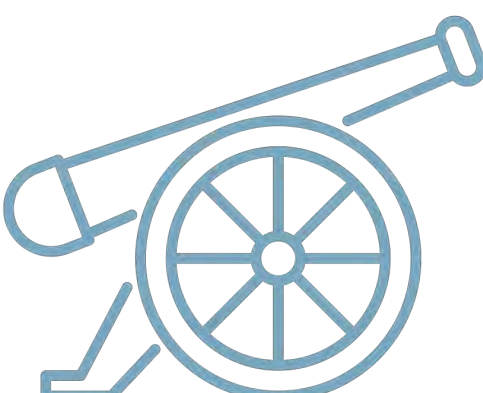


5%

The percent of land in unincorporated areas of the county reserved for new jobs (to support the local economy).

1,013 d.u.

870,234 s.f.



The number of new dwelling units or non-residential building square feet in unincorporated areas of the county that were allocated within one-quarter mile of an identified historic or cultural landmark.

B



+ 191

The number of new sheriff deputies needed to serve new development envisioned for the scenario based on current service delivery standards.



+ 127

The number of new fire fighters needed to serve new development envisioned for the scenario based on current service delivery standards.



21%

The percent of land in unincorporated areas of the county dedicated to permanent open space.



63%

The percent land disturbed by new development that falls outside of an immediate connection to an existing water or sewer service area in unincorporated areas of the county.

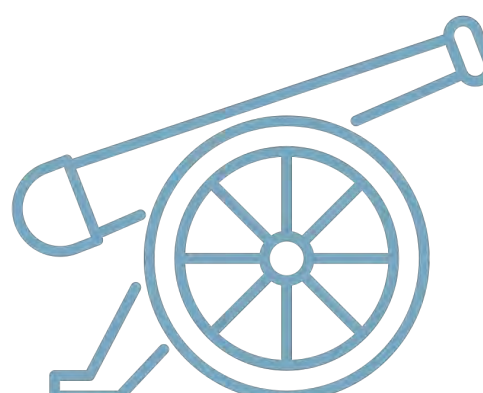


7%

The percent of land in unincorporated areas of the county reserved for new jobs (to support the local economy).

781 d.u.

548,026 s.f.



The number of new dwelling units or non-residential building square feet in unincorporated areas of the county that were allocated within one-quarter mile of an identified historic or cultural landmark.

C



+ 203

The number of new sheriff deputies needed to serve new development envisioned for the scenario based on current service delivery standards.



+ 136

The number of new fire fighters needed to serve new development envisioned for the scenario based on current service delivery standards.



32%

The percent of land in unincorporated areas of the county dedicated to permanent open space.



74%

The percent land disturbed by new development that falls outside of an immediate connection to an existing water or sewer service area in unincorporated areas of the county.

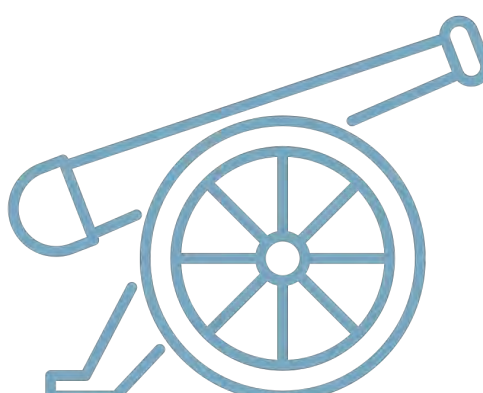


4%

The percent of land in unincorporated areas of the county reserved for new jobs (to support the local economy).

796 d.u.

640,561 s.f.



The number of new dwelling units or non-residential building square feet in unincorporated areas of the county that were allocated within one-quarter mile of an identified historic or cultural landmark.



Agenda Briefing

Prepared by:	Quinton Epps	Title:	Division Manager
Department:	Community Planning & Development	Division:	Conservation
Date Prepared:	June 23, 2025	Meeting Date:	July 15, 2025
Legal Review	Patrick Wright via email	Date:	June 26, 2025
Budget Review	Brittany Hammond via email	Date:	June 26, 2025
Finance Review	Stacey Hamm via email	Date:	July 7, 2025
Approved for consideration:		Assistant County Administrator	Aric A Jensen, AICP
Meeting/Committee	Regular Session		
Subject	XPO Logistics Freight - Mitigation Bank Credit Sales		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approving the XPO Logistics Freight request to purchase 5.0 wetland credits for the construction of a road and expanded industrial operations in Lexington County at a rate of \$20,000.00 per credit.

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:

These mitigation credit sales will generate \$100,000.00 of which \$94,000.00 will be returned to the Penny Program and \$6,000.00 will be paid to Eco-Capital, LLC for management fees.

Applicable fund, cost center, and spend category:

Fund: 1233

Cost Center: 1000

Spend Category: Proceeds from sale cap assets

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

There are no comments from Procurement.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank (MCMB) to the recommended entity and amounts to fulfill their permitting requirements.

The total combined transaction value is \$100,00.00 of which \$94,000.00 will be returned to the Penny Program and \$6,000.00.00 will be paid to Eco-Capital, LLC for management fees. The current credit ledger balance is as follows:

Credit Type	Released County Credits	County Credits Used or Sold	County Reserved Credits	Available County Credits
Wetland	800.000	281.225	97.40	421.375
Stream	30,000.000	26,572.00	3,099.70	28.00

Interim Transportation Director Maloney estimates as currently constituted, the remaining projects in the first Transportation Penny program reserved 100 wetland credits and 3,400 stream credits for their projects. Those numbers will likely increase since the Penny tax has been extended and more projects will be added. Since the reserve amounts were installed, 2.6 wetland and 300.3 stream credits have been utilized for Penny projects. Based on these estimates, the request for 5.0 wetland credits and 0.0 stream credits will not impact the County's ability to implement the first Penny Program. As such, staff recommends approval for the sale of 5.0 wetland credits. This will bring the current credit ledger balance to the following which will meet the projected need for the first Penny Program:

Credit Type	Released County Credits	County Credits Used or Sold	County Reserved Credits	Available County Credits
Wetland	800.000	286.225	97.40	416.375
Stream	30,000.000	26,872.30	3,099.70	28.00

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Foster Good Governance

Objective: Develop realistic and achievable goals

Goal: Invest in Economic Development

Objective: Create high paying jobs from planning growth and strategic economic development projects

Goal: Commit to Fiscal Responsibility

Objective: Align budget to priorities and seek alternative revenue sources

Goal: Plan for Growth through Inclusive and Equitable Infrastructure

Objective: Establish plans and success metrics that allow for smart growth

Goal: Achieve Positive Public Engagement

Goal: Establish Operational Excellence

Objective: Address current and future resource needs

SUMMATIVE OVERALL COUNTY IMPACT:

The sale of mitigation credits will:

- Enable infrastructure and development projects by streamlining environmental permitting.
- Support conservation through preservation and restoration of natural habitats.
- Generate revenue to recoup initial investment and reduce taxpayer burden.
- Promote interdepartmental coordination and the effective use of public-private partnerships.
- Advance county goals related to sustainable growth, environmental protection, and land use planning.

ATTACHMENTS:

1. Mill Creek Credit Sale Checklist
2. RC Wetland Credit Sales Agreement

MITIGATION SURPLUS CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	XPO West Columbia
<u>Location:</u>	3705 US-321, West Columbia, Lexington County, SC
<u>8-Digit HUC Watershed Code</u>	03050110 (Congaree River)
<u>Buyer:</u>	XPO Logistics Freight
<u>Permittee:</u>	XPO Logistics Freight
<u>Permittee's USACE 404 Permit #:</u>	SAC-2025-00291
<u>Price Per Wetland Credit:</u>	\$20,000.00
<u>Price Per Stream Credit:</u>	N/A
<u>Wetland Credits:</u>	5.00 restoration/enhancement wetland credits
<u>Stream Credits:</u>	0.00 credits
<u>Credit Proceeds:</u>	\$100,000.00
<u>Richland County Credit Share:</u>	\$94,000.00 (94% of \$100,000.00)
<u>ECA Credit Share:</u>	\$6,000.00 (6% of \$100,000.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$0.00
<u>Richland County Fee Share:</u>	\$0.00 (94% of \$0.00)
<u>ECA Fee Share:</u>	\$0.00 (6% of \$0.00)
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$100,000.00
<u>Richland County Gross Proceeds Share:</u>	\$94,000.00
<u>ECA Gross Proceeds Share:</u>	\$6,000.00

AGREEMENT FOR PURCHASE AND SALE OF WETLAND MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF WETLAND CREDITS (this "Agreement") is dated this ____ day of _____, 2025 by and between RICHLAND COUNTY and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and XPO LOGISTICS FREIGHT, INC. ("Purchaser").

RECITALS

A. The Mill Creek Mitigation Bank (the "Bank") was approved and is being operated pursuant to that certain Final Mitigation Banking Instrument: Mill Creek Mitigation Bank, dated December 22, 2015, United States Army Corps of Engineers - Charleston District (the "Corps") permit number SAC-2014-00222 (the "MBI");

B. Pursuant to the MBI, the Bank may offer wetland and stream credits for sale as compensation for unavoidable adverse impacts to, or for the loss of, among other things, jurisdictional waters of the United States, including wetlands and streams, and other natural habitats and ecosystems, located within that certain geographical service area more particularly depicted on the attached **Exhibit A** (the "Service Area");

C. Purchaser desires to procure compensatory mitigation in connection with the project known as "XPO West Columbia" (the "Purchaser's Project") pursuant to USACE Charleston District file number SAC-2025-00291; and,

D. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland mitigation credits pursuant to the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. Recitals. The recitals to this Agreement are herein incorporated by reference and made an integral part hereof.

2. Sale of Credits. Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller FIVE (5.000) wetland restoration/non-buffer enhancement credits (the “Wetland Credits”) from the Bank based on the terms and conditions contained herein.

Upon execution of this Agreement by both parties, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 3 below) and Purchaser shall remit payment per the instructions provided with the invoice within 14 days of receipt of such invoice. Upon receipt of such payment, Seller will hold Wetland Credits on its ledger for the benefit of Purchaser until such time as Purchaser provides written notice to Seller to deliver the Wetland Credits as provided in Section 4 below (the “Written Notice to Deliver the Wetland Credits”). For avoidance of doubt, upon receipt by Seller of the Purchase Price, the sale of the Wetland Credits to Purchaser shall be final, and shall not be contingent upon receipt by Purchaser of the approval of the Purchaser Project by the applicable regulatory authorities, or upon any other matter.

3. Purchase Price. The purchase price for the Wetland Credits shall be TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) (the “Purchase Price”). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Wetland Credits.

4. Delivery of Wetland Credits. Upon receipt of the Written Notice to Deliver the Wetland Credits, Seller shall:

(a) notify the Corps of the completion of the sale using such documentation as required by the Corps necessary to transfer the Wetland Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement, with a copy delivered to Purchaser; and

(b) deliver to Purchaser a bill of sale for the Wetland Credits in substantially the same form as Exhibit B attached hereto.

5. Representations, Warranties and Covenants. Seller hereby warrants and represents to, and covenants with, Purchaser as follows:

(a) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.

(b) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.

(c) Seller has full power and authority to convey the Wetland Credits to Purchaser and to consummate the transactions contemplated herein.

(d) Seller shall deliver the Wetland Credits to Purchaser free and clear of any liens, security interests or other encumbrances.

(e) There is no pending or threatened action or proceeding affecting Seller before any court, governmental agency, or arbitrator that would adversely affect Seller's ability to comply with its obligations hereunder.

(f) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(g) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank.

(h) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is enforceable in accordance with its terms.

(i) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

6. Miscellaneous

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller: Richland County
 Attn: Quinton Epps
 2020 Hampton St, 3rd Floor Rm 3063A
 Columbia, SC 29205

With a copy to:

Eco-Capital Advisors, LLC
Attn: Brian Normanly
3560 Lenox Road NE, Suite 1475
Atlanta, GA 30326

Purchaser: XPO Logistics Freight
Attn: Ben Mueller
2211 Old Earhart Road
Ann Arbor, MI 48105

With a copy to:

XPO, Inc.
Attn: Legal Department
5 American Lane
Greenwich, CT 06831

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) Brokerage Commission. Seller and Purchaser each warrant to the other that no broker, agent, salesman or similar person is entitled to a commission or other fee in connection with this transaction, except for a commission owed by Seller to Eco-Capital Advisors, LLC ("ECA"), which shall be paid by Seller via a separate agreement with ECA.

(c) Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and neither Party shall be bound by representations except as set forth in this Agreement. There are no other agreements or understandings, written or oral, between the parties with regard to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written document executed by both parties.

(d) Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, with the proper venue being Richland County, except to the extent that any applicable federal law or regulation shall supersede South Carolina law in relation to the matters set forth in this Agreement.

(e) Compliance with Applicable Laws. Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.

(f) Severability. The provisions of this Agreement shall be deemed severable and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(g) Additional Assurances. Both of the parties agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(h) Attorney's Fees. If legal action is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action shall be entitled to recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(i) Nature of Wetland Credits. The sale and conveyance of the Wetland Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest, or ownership of real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty, or liability arising from or incident to ownership of an interest in real property.

(j) Assignability. Except as provided below, neither party hereto may assign its rights and obligations hereunder to any third-party entity without the prior written consent of the other, which may be withheld in the other party's sole discretion. Notwithstanding the foregoing sentence, Seller may assign this Agreement to a third-party entity which (i) purchases the Bank from Seller and assumes the rights, duties, and obligations of "bank sponsor" thereunder, and (ii) assumes in writing the obligations of Seller under this Agreement. Purchaser shall not have the right to consent to an assignment of the type described in the preceding sentence, but Seller shall provide Purchaser written notice of such assignment within 10 days following such assignment. Purchaser may assign its rights and obligations hereunder to any successor in interest of Purchaser, to any other affiliated entity which is a parent company of, subsidiary of, or under common control with Purchaser, or any entity that purchases all or part of the Purchaser's Project provided that party assumes the duties and obligation connected to the Credits, any requirements tied to USACE Charleston District file number SAC-2025-00291, and any state and federal permits related to the

Purchaser's Project including, but not limited to, the ACE 404 permit applicable to the Purchaser's Project.

(k) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall together constitute one and the same Agreement. Signed signature pages may be transmitted by facsimile or email and any such signature or electronic signature shall have the same legal effect as an original.

WITNESS the following authorized signatures:

SELLER: RICHLAND COUNTY

By: _____

Printed:

Its:

PURCHASER: XPO Logistics Freight, Inc.

By:  _____

Printed: Kyle Wisnans

Its: Chief Financial Officer

EXHIBIT A

[Attach map of Service Area]

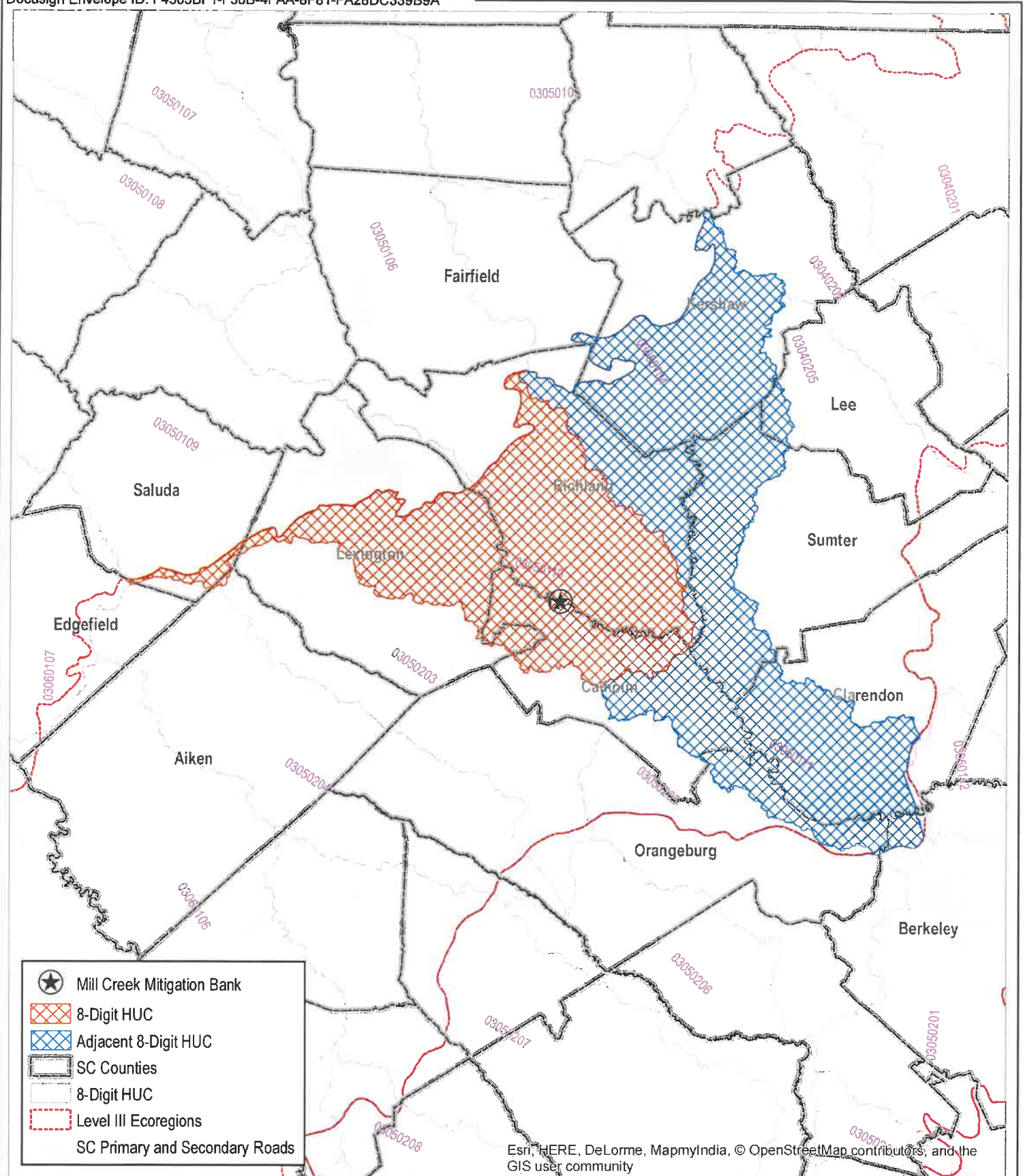


EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the ____ day of ___, 2024, by MILL CREEK MITIGATION BANK ("Seller"), and XPO LOGISTICS FREIGHT, INC. ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Wetland Mitigation Credits dated _____, 2025 (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Wetland Credits (as defined in the Agreement) held in Seller's Mill Creek Mitigation Bank, Richland County, South Carolina.

In consideration of the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors, or assigns, FIVE (5.000) wetland credits, to have and hold all such Wetland Credits, forever. Witness the following authorized signature:

Richland County

By: _____

Printed:

Its:

**RICHLAND COUNTY
ADMINISTRATION**

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

Report of the County Administrator Attachment 4**Agenda Briefing**

Prepared by:	Callison Richardson	Title:	Division Manager
Department:	Grants and Community Outreach	Division:	Community Development
Date Prepared:	July 6, 2025	Meeting Date:	July 15, 2025
Legal Review	Patrick Wright via email	Date:	July 8, 2025
Budget Review	Brittany Hammond via email	Date:	July 8, 2025
Finance Review	Stacey Hamm via email	Date:	July 8, 2025
Approved for consideration:		County Administrator	Leonardo Brown, MBA, CPM
Meeting/Committee	Regular Session		
Subject	Approval for HUD Urban County Cooperative Agreement with the Town of Blythewood		

RECOMMENDED/REQUESTED ACTION:

County staff seek approval to execute a Cooperative Agreement with the Town of Blythewood to participate in the U.S. Department of Housing and Urban Development's (HUD) Urban County Program for Federal Fiscal Years 2026-2028, allowing the Town, its residents, businesses, and organizations to seek assistance or grant funding through the County's CDBG, HOME, and ESG Programs beginning October 1, 2026.

Request for Council Reconsideration: ☒ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This agreement would apply to potential funds allocated by HUD between October 1, 2026-September 30, 2029. There are no fiscal/budgetary matters at this time.

Applicable fund, cost center, and spend category:

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Urban County Status

Richland County must requalify as an Urban Community with HUD every three years to continue receiving annual HUD grants. The next requalification period is for Program Years 2026-2028, and the County must extend invitations to all Units of General Local Government (UGLG) to participate in the CDBG Program as part of the requalification process. UGLG's inside the County's boundaries may choose to participate in the Richland County Program, the State Program, or the Lexington County Program (for split communities). Each UGLG may only participate in one Program. This agreement covers both the Community Development Block Grant (CDBG) Entitlement Program as defined and guided by 24 CFR Part 570 and, where applicable, the HOME Investment Partnership program (HOME – 24 CFR Part 92) and the Emergency Solutions Grant Program (ESG – 24 CFR Part 576).

The County maintains final responsibility for selecting Community Development Block Grant (and HOME or ESG, where applicable) activities, a HUD compliant Annual Action Plan, and executing essential Community Development and Housing Assistance applications, plans, programs and projects eligible under the Housing and Development Act of 1974 as amended.

All Cooperative Agreements must be executed and included in the Requalification Packet by August 15, 2025 for the UGLG to be added to the Program the following Fiscal Year.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

County staff seek approval to execute a Cooperative Agreement with the Town of Blythewood to participate in the HUD Urban County Program for Federal Fiscal Years 2026-2028, allowing the Town, its residents, businesses, and organizations to seek assistance through established programs or grant funding for eligible projects through the County's CDBG, HOME, and ESG Programs.

Current Areas of CDBG, HOME & ESG Eligibility:

Presently, the Town of Blythewood, Town of Eastover, City of Forest Acres, and Arcadia Lakes each participate in the State CDBG Program which offers infrastructure and public facility improvement grant opportunities to eligible small cities or towns. Similarly, the Town of Irmo and City of Cayce participate in the Lexington County Program. Because these units of local government are not part of Richland County's Urban County Program, the County's HUD funds cannot be invested into projects, programs, or homes located inside their municipal boundaries. HUD allocations are formula grants that use population to determine allocations and the County's current HUD grants are only calculated using the unincorporated population.

HUD Urban County Status & Invitations to Participate:

Every three years, the County must requalify for Urban County Status and is required to extend invitations to participate in the CDBG Program to all Units of General Local Government (UGLG). County staff extended a Notification of Opportunity to be Included invitation to all eligible communities with the following responses received:

Town of Blythewood	joining the County's Program starting in Program Year 2026
Town of Eastover and City of Forest Acres	staying with the State CDBG Program for 2026, considering joining the County's program in 2027.
City of Cayce & Town of Irmo	remaining with Lexington County's Program
City of Columbia	remaining a HUD Metropolitan City receiving its own HUD allocations.
Arcadia Lakes	no response, staying with the State Program.

By joining Richland County's CDBG Program, the Town of Blythewood and its residents will be eligible to apply for services and funding from the County's CDBG, HOME, and ESG programs (as applicable). HUD funds could also be utilized to support services provided by local nonprofits that benefit Low/Mod residents of Blythewood.

Opportunities for the Town of Blythewood:

Should the Cooperative Agreement be executed, the following opportunities would be available to your community, nonprofit organizations, and residents beginning October 1, 2026 (contingent on an annual allocation from HUD):

*Public Facilities & Infrastructure Improvements**:* An annual allocation of \$850k for public facility and infrastructure improvement projects (i.e., water, sewer, roads, landscaping, lighting, community facility improvements, etc.). Blythewood and organizations within its municipal limits would be eligible to apply for project funding through a competitive process.

Affordable Housing Development: \$1 Million of CDBG and HOME funds annually are invested in the development of affordable housing through the creation of new and rehabilitation of existing units for rental and homeownership opportunities.

Operation One Touch (OOT): A minor home repair program providing up to \$20k per home for eligible Low-to-Moderate income households, averaging 15 houses repaired each year.

Richland County Homeownership Assistance Program (RCHAP): A down payment assistance program offering up to \$24,500 towards the purchase of a home by an LMI household.

*CDBG Public Services Funding**:* \$270k annually provided to agencies, organizations, and areas of local government providing public services to LMI individuals (food, shelter, support services, youth programming, in-school and afterschool support, etc.).

******There is no guarantee that any participating community will receive CDBG funding each of the three years. The County has discretion on awarding funds within the Urban County and among participating

communities who are invited to apply for CDBG funding through the annual application process each Spring.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal : Foster Good Governance

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

SUMMATIVE OVERALL COUNTY IMPACT:

- Executing a Cooperative Agreement with the Town of Blythewood for the County's Urban County Program allows the Town, its residents, organizations, and businesses the opportunity to participate in and benefit from the County's robust Community Development Program beginning October 1, 2026.
- At present, the County's HUD funds may only be invested in projects located in the unincorporated areas of the County or primarily benefitting unincorporated residents of the County.
- Closing the "loopholes" in the County's CDBG and HOME programs by including interested local governments into the HUD Urban County make the programs more effective, equitable, and impactful.
- Eligible Blythewood residents would be able to seek support through HUD-funded minor home repair and first-time homebuyer down payment assistance.
- The Town of Blythewood will be eligible to apply for CDBG funding for public infrastructure and facility improvement funding through the annual competitive application process.

ATTACHMENTS:

1. Notification of Opportunity to be Included - Letter to Blythewood Mayor Griffin
2. Urban County Cooperative Agreement between Blythewood & Richland County - DRAFT

**RICHLAND COUNTY GOVERNMENT
GRANTS DEPARTMENT**

2020 Hampton Street, Suite 3058, Columbia SC 29204
P 803-576-2044
richlandcountysc.gov

Attachment 1



May 30, 2025

Callison Rawl Richardson
Division Manager, Grants & Community Development
2020 Hampton St., Suite 3058
Columbia, SC 29204

Mayor Sloan J. Griffin III
Town of Blythewood
171 Langford Rd.
Blythewood, SC 29016

Dear Mayor Griffin:

On behalf of the Richland County Community Development Office, I am reaching out to provide an update on the County's Community Development Block Grant (CDBG) Program and extend a **Notification of Opportunity to be Included** for the Town of Blythewood.

Every three years, Richland County must requalify as an Urban County Entitlement Community participating in the CDBG program through the U.S. Department of Housing and Urban Development (HUD). Designation as an Entitlement Community provides Richland County with Federal resources to serve low- and moderate- income (LMI) individuals and families. Currently, the County receives annual allocations of \$2.6 Million in three distinct Federal grant programs to serve unincorporated Richland County, including: Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG). These funds support a variety of projects serving LMI individuals, including affordable housing development, public services, public facility and infrastructure improvements, homeless services, and even special economic development activities.

As part of this requalification process with HUD, the County must extend an invitation to all municipalities partially or fully located within the County's boundaries to participate in the CDBG Program. At present, all eligible communities participate with either the State CDBG Program through the SC Department of Commerce or through the Lexington County CDBG Program.

As an eligible community, Richland County would like to extend this **Notification of Opportunity to be Included** to the **Town of Blythewood** to participate in the Urban County Community Development Block Grant (CDBG) program for Federal Program Years 2026-2028. The programming for those years would begin October 1, 2026 and be contingent on the allocation of HUD grant funds in the 2026 Federal Budget and beyond.

Below is additional information about the County's program, the potential benefits of participating, and the process for joining. We welcome the opportunity to talk more in depth with you and your team about the opportunities available for Blythewood through participation in Richland County's CDBG Program.

**RICHLAND COUNTY GOVERNMENT
GRANTS DEPARTMENT**

2020 Hampton Street, Suite 3058, Columbia SC 29204
P 803-576-2044
richlandcountysc.gov



*We kindly ask for a written response to this **Notification of Opportunity to be Included** to accept or decline the invitation by **Friday, June 27, 2025** as part of the County's Urban County Requalification process. Further, for communities wishing to participate, a **Cooperative Agreement** must be executed by **Friday, August 15, 2025**.*

Below is a high-level overview of the CDBG Program for your consideration:

- I. **PROGRAM BASICS** Richland County receives formula-based entitlement funds through three grants from HUD on an annual basis. For the 2025 Program Year, the County will receive \$1,755,995.00 in CDBG funds, \$792,557.00 in HOME funds, and \$151,468.00 in ESG funds that support community development, economic development, public services, homeless services, and affordable housing development and rehab. Congress must reallocate HUD grants on an annual basis. At present, the County may only expend these funds in County-run projects and non-profit projects located in (and benefitting) the unincorporated areas of the County. These funds are allocated through competitive grant processes each Spring. In recent years, large CDBG projects include sewer upgrades for LMI neighborhoods, the acquisition of a church for the Serve & Connect Community Center off Decker Blvd., the rehabilitation of Hopkins Park Pool, and the creation of scatter site affordable housing units. Other funds were used to support programs serving LMI households.
- II. **LMI CRITERIA:** Eligibility for all HUD-funded 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 considered eligible for programs and projects where 51% of beneficiaries are LMI are eligible for investment.

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

- III. **OPPORTUNITIES THROUGH RICHLAND COUNTY'S CDBG PROGRAM:** Should the **Town of Blythewood** choose to participate, the following opportunities would be available to your community, nonprofit organizations, and residents beginning October 1, 2026:
 - a. **Public Facilities & Infrastructure Improvements**** – An annual allocation of \$850k for public facility and infrastructure improvement projects (i.e., water, sewer, roads, landscaping, lighting, community facility improvements, etc.). Blythewood and organizations within its municipal limits would be eligible to apply for project funding through a competitive process.
 - b. **Affordable Housing Development** – \$1 Million of CDBG and HOME funds annually are invested in the development of affordable housing through the creation of new and rehabilitation of existing units for rental and homeownership opportunities. At present, Developers may only receive funding for projects located in unincorporated areas of the County.
 - c. **Operation One Touch (OOT)** – A minor home repair program providing up to \$20k per home for eligible Low-to-Moderate income households, averaging 15 houses repaired each year.

**RICHLAND COUNTY GOVERNMENT
GRANTS DEPARTMENT**

2020 Hampton Street, Suite 3058, Columbia SC 29204
P 803-576-2044
richlandcountysc.gov



- d. **Richland County Homeownership Assistance Program (RCHAP):** A down payment assistance program offering up to \$24,500 towards the purchase of a home by an LMI household.
- e. **CDBG Public Services Funding**** – \$270k annually provided to agencies, organizations, and areas of local government providing public services to LMI individuals (food, shelter, support services, youth programming, in-school and afterschool support, etc.).

***There is no guarantee that any participating community will receive CDBG funding each of the three years. The County has discretion on awarding funds within the Urban County and among participating communities who are invited to apply for CDBG funding through the annual application process each Spring.*

- 3. **POTENTIAL ADVERSE EFFECT:** Communities may only participate with a County program or a State program. Should the **Town of Blythewood** choose to participate with the County for FY26-FY28, the community would no longer be eligible for State CDBG funding beginning October 1, 2026. Each Cooperative Agreement would be for a Three-Year Period with participating communities unable to withdraw during the period.
- 4. **THE PROCESS:** This process to join the County's CDBG Program is guided by [HUD Notice CPD-25-04](#) which includes requirements and guidelines for the Urban County and participating communities. As Richland County leadership is eager to close "loopholes" in the CDBG Program and has already approved for the Community Development Division to execute Cooperative Agreements with interested communities, the path forward is simple:
 - a. **Qualification period** – Richland County is requalifying as an Urban Community for Federal Years 2026-2028. Your community is eligible to participate in FY26 beginning October 1, 2026 with applications for project funding occurring in early 2026.
 - b. **Respond by June 27, 2025** - To be added for FY26, Blythewood must submit in writing to our office a letter electing to be included for Federal Program Years 2026-2028.
 - c. **By August 15, 2025** – Signed Cooperative Agreements and Letters of Intent must be submitted to the HUD CPD Columbia Office. If your community chooses to participate, the County will provide a standard Cooperative Agreement, which would automatically renew each three-year cycle unless your community chooses to terminate the relationship.

Richland County would be pleased to add the **Town of Blythewood** into our impact area for CDBG projects and partner with you in these efforts to improve the access, opportunities, and services to LMI households and individuals in the County. If you have any questions about this process, please let me know. I welcome the opportunity to share more about our CDBG Program and the work we do here.

Thanks for all you do,

A handwritten signature in black ink that reads "Callison R. Richardson".

Callison Rawl Richardson
Community Development Division Manager

cc: Sarah J. Harris, Richland County Grants & Community Outreach Director
cc: Ed Driggers, Interim Town Administrator, Town of Blythewood



**COOPERATIVE AGREEMENT
BY AND BETWEEN
RICHLAND COUNTY, SOUTH CAROLINA
AND
TOWN OF BLYTHEWOOD
FOR
URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT made and entered into this ____ day of _____ 2025 by and between the Town of Blythewood, South Carolina hereinafter referred to as the "Community", and the County of Richland, South Carolina, hereinafter referred to as the "County":

WHEREAS, the Housing and Community Development Act of 1974 as amended provides an entitlement of funds for Community Development purposes for urban counties; and

WHEREAS, Richland County seeks requalification as an Urban Community every three years with the next requalification period being for Program Years 2026-2028; and

WHEREAS, the County can execute Cooperative Agreements for the Program with Units of General Local Government (UGLG) inside the County boundaries and has extended invitations to all eligible UGLG; and

WHEREAS, this agreement covers both the Community Development Block Grant (CDBG) Entitlement Program as defined and guided by 24 CFR Part 570 and, where applicable, the HOME Investment Partnership program (HOME – 24 CFR Part 92) and the Emergency Solutions Grant Program (ESG – 24 CFR Part 576); and

WHEREAS, the Town of Blythewood would like to leave the State CDBG Program and join the County's CDBG Program for Program Years 2026-2028 beginning October 1, 2026 and ending September 30, 2029, allowing the town, its residents, businesses, and organizations to seek assistance through established programs or grant funding for eligible projects through the County's CDBG Program;

NOW THEREFORE, the Community and County do hereby promise and agree:

THAT the Community may not apply for grants from appropriations under Small Cities or State CDBG programs for fiscal years during the period in which it is participating in the urban county's CDBG program; and

THAT the Community may not participate in a HOME consortium or ESG program except through the urban county, regardless of whether the urban county receives an annual HOME or ESG formula allocation; and

THAT the County shall have final responsibility for selecting Community Development Block Grant (and HOME, where applicable) activities and filing a HUD compliant Annual Action Plan; and

THAT the County will, on behalf of the Community, execute essential Community Development and Housing Assistance applications, plans, programs and projects eligible under the Housing and Development Act of 1974 as amended; and

THAT the Community and the County will cooperate to undertake, or assist in undertaking, community renewal and low to moderate income (LMI) housing assistance activities, specifically urban renewal and publicly assisted housing; and

THAT the Community and the County will take all actions necessary to assure compliance with the County's certification required by Section -104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, Section 3 of the HUD Act of 1968 (12 U.S.C. § 1701u) and its associated regulations (24 C.F.R. Part 75) and other applicable laws; that the County is prohibited from funding activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction, or that impedes the County's actions to comply with the county's fair housing certification; and that funding by the County is contingent upon the Community's compliance with the above; and

THAT the Community has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction; and

THAT a unit of general local government may not-sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that, directly or indirectly receives CDBG funds in exchange for any other funds; credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended; and

THAT the qualification period of this agreement as defined in the HUD regulations and guidelines shall be Federal Fiscal Years 2026-2028, and such additional period of time for the purpose of carrying out activities funded by Community Development Block Grants from Federal Fiscal Year 2026-2028 appropriations and from any program income generated from the expenditure of such funds; further that the period of time of this Agreement shall be automatically renewed in successive three-year qualification periods, unless the County or the Community provides written notice it elects not to participate in a new qualification period. A copy of this notice must be sent to the HUD State Office by the date specified in HUD's urban county qualification notice for the next qualification period; further the County will notify the Community in writing of its right to make such election by the date specified in HUD's urban county qualification notice; and

THAT the Community resolves to remain in Richland County's Urban County programs until such time it is in the best interest of this Community to terminate the Cooperation Agreement and such additional period of time for the purpose of carrying out activities funded by Community Development Block Grants and from any program income generated from the expenditure of such funds; and

THAT statutory or regulatory changes may require urban counties to amend their agreements to add new provisions. Urban counties may draft a separate amendment to their existing agreements that includes the new provision(s) rather than drafting a new cooperative agreement that contains the new provisions. However, the separate amendment must be executed by an official representative of each of the participating UGLG and the Urban County; and

THAT failure by either party to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements for cooperative agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period; and

THAT this Agreement remains in effect until the CDBG (and HOME or ESG where applicable) funds and income received with respect to activities carried out during the three-year qualification period (and any successive qualification periods under this automatic renewal provision) are expended and the funded activities completed, and that the County and Community may not terminate or withdraw from this agreement while this agreement remains in effect; and

THAT the Community shall inform the County of any income generated by the expenditure of CDBG funds received by the Community; and

THAT any such program income generated by the Community must be paid to the County, unless at the County's discretion, the Community may retain the program income as set forth in 24 CFR 570.503; and

THAT any program income the Community is authorized by the County to retain may only be used for eligible activities approved by the County in accordance with all CDBG requirements as may then apply; and

THAT the County has the responsibility for monitoring and reporting to HUD on the use of any such program income, thereby requiring appropriate record keeping and reporting by the Community as may be needed for this purpose; and

THAT in the event of closeout or change in status of the Community, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County; and

THAT the Community shall provide timely notification to the County of any modification or change in the use of the real property improved or acquired with CDBG funds including disposition; and

THAT the Community shall reimburse the County in the amount equal to the current fair market value (less any portion of the value attributable to expenditures of non CDBG funds) of real property acquired or improved with CDBG funds that is sold or transferred for the use which does not qualify under the CDBG regulations; and

THAT the Community shall return to the County program income generated from the position or transfer of

real property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between the County and the Community; and

THAT the terms and provisions of this Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities; and

THAT pursuant to 24 CFR -570.501(b), the Community is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement set forth in 24 CFR 570.503.

IN WITNESS WHEREOF, the Community and the County have by resolutions authorized this agreement to be executed by their respective office thereunto as of the day and year first above written.

TOWN OF BLYTHEWOOD (COMMUNITY):

SIGNATURE: _____

NAME: _____

TITLE: _____

RICHLAND COUNTY, SC (URBAN COUNTY)

SIGNATURE: _____

NAME: Leonardo Brown

TITLE: County Administrator

CERTIFICATION BY COUNTY CHIEF LEGAL OFFICER

The Richland County Attorney's Office certifies that the terms and provisions of the foregoing agreement are fully authorized under existing State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities in cooperation with local units of government.

BY: _____

NAME: _____

TITLE: _____

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: July 8, 2025
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: July 8, 2025
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: July 8, 2025
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: July 8, 2025
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:

Grants & Community Outreach - Community Development - Disaster Response & Recovery Substantial Amendment to the Citizen Participation Plan

Notes:

June 24, 2025 – The Administration and Finance Committee recommends approval of the draft 2025 Annual Action Plan for submission to U.S. Department of Housing and Urban Development to administer 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. In addition, to approve the award of CDBG funds for Public Facility Improvement Projects and Public Service Programs as outlined.

**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 4, 2025	Meeting Date:	June 24, 2025	
Legal Review	Patrick Wright via email		Date:	June 13, 2025
Budget Review	Brittany Hammond via email		Date:	June 16, 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	Disaster Response & Recovery Substantial Amendment to the Citizen Participation Plan			

RECOMMENDED/REQUESTED ACTION:

County staff request approval for 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.

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:

No fiscal or budgetary matters are impacted. This amendment allows for the expedited investment of all current and future Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds received by the U.S. Department of Housing and Urban Development.

Applicable fund, cost center, and spend category: N/A

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:

Citizen Participation Plan

Each Entitlement Community receiving funds from the U.S. Dept. of Housing and Urban Development (HUD) is required to maintain and follow a Citizen Participation Plan (CPP) to guide the management of all HUD awards. The primary goal of the CPP is to provide citizens--especially low- and moderate-income citizens of the community where CPD-funded activities will take place-- an opportunity to participate in an advisory role in the planning, implementation, and assessment of the programs and projects. The plan must be kept up to date.

HUD Substantial Amendment Regulations:

In line with the County's Citizens Participation Plan, any change to an Annual Action Plan, Consolidated Plan or the Citizens Participation 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 Amendment to the Citizen Participation Plan 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 Disaster Response and Recovery Guidance:

On June 1, 2017, HUD issued CPD Notice 17-06, entitled Using CPD funds for Disaster Response and Recovery. This notice directs entitlement communities to be prepared to respond quickly to a disaster by ensuring the possible use of federal funding for disaster response is included in the Citizen Participation Plan, the Consolidated Plan, and the Annual Action Plan. In the event of a presidentially declared disaster, any HOME, ESG, or CDBG funds reallocated to address the disaster will be considered non-substantial amendments up to the threshold of \$1,000,000.

On July 1, 2024, HUD issued a memorandum entitled Availability of Waivers of Community Planning and Development Grant Program and Consolidated Plan Requirements to Facilitate Recovery from Presidentially Declared Major Disasters (https://www.hud.gov/sites/dfiles/CPD/documents/Presidentially_Declared_Major_Disasters_Megawai_ver.pdf). The memorandum further explains specific program eligibility and outlines the process for utilization of these funds post-disaster

MOTION OF ORIGIN:

“... the committee recommended to approve the 5 Year Consolidated Plan FY 2022-2026 and FY 2022 Annual Action Plan budget and projects for the Community Development Block Grant (CDBG) and HOME investment Partnership (HOME) federal funds.”

Council Member	Recommendation of the Administration & Finance Committee
Meeting	Special Called
Date	July 26, 2022

STRATEGIC & GENERATIVE DISCUSSION:

The proposed Substantial Amendment to the County’s Citizen Participation Plan (CPP) creates a Disaster Response and Recovery Clause allowing the County to more quickly invest available HUD funds in the event of a future Emergency or Disaster Declaration. Non-Substantial Amendments were also made to update contact information, provide clarity on public comment periods, and update public hearing requirements to be consistent with County standards.

Attachment 2 is a copy of the Citizen Participation Plan with the amendments highlighted in yellow. Aside from the Disaster Recovery Clause, the required Public Notice period prior to a Public Hearing was updated to align with County standards. A fifteen (15) day notice is now required prior to holding a Public Hearing.

Why is a Disaster Response and Recovery Clause needed?

The addition of a Disaster Response and Recovery Clause into CPP's is a best practice being adopted by Entitlement Communities nationwide, especially for those in the Southeast as the occurrence of significant natural disasters continues to increase. When a disaster strikes, the Community Development Office would like to be prepared to quickly pivot from plans and utilize any available HUD funds (CDBG, HOME, and ESG) to assist citizens with recovery and relief. At present, the CPP requires the County to conduct a formal Substantial Amendment process anytime HUD funds are reallocated from one activity to another. This process includes a Public Notice, a 30-Day Comment Period, and a Public Hearing all before bringing the amendment for Council approval. If, for example, the County experienced another flood and residents needed assistance with minor home repair, Community Development staff would be unable to initiate assistance until after the full Substantial Amendment process which can take up to 45 days to bring to Council. This was a frustration experienced by Community Development colleagues in Asheville, NC after Hurricane Helene devastated their community. Despite the fact that they had \$850,000 of CDBG funds available from numerous cancelled projects stretching across five Annual Action Plans, they were constrained by their CPP in their ability to utilize the funds until after the Substantial Amendments were conducted.

What would a Disaster Response & Recovery Clause do?

The addition of this Clause would provide the County flexibility to bypass the required 30-Day Public Comment Period to conduct a change to an Annual Action Plan only in the event of a presidentially declared disaster. In this situation, any HOME, ESG, or CDBG funds reallocated to address the disaster will be considered non-substantial amendments up to the threshold of \$1,000,000. Funds would not be taken away from active projects under contract. Rather, the County could quickly pivot historically

unused funds from cancelled/stalled projects and programs to repurpose for immediate disaster recovery needs.

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: Operational Excellence

Objective: Address current and future resource needs

SUMMATIVE OVERALL COUNTY IMPACT:

- Entitlement Communities receiving funds from the U.S. Dept. of Housing and Urban Development (HUD) are required to establish a Citizen Participation Plan (CPP) to guide the management of all HUD awards.
- The primary goal of the CPP is to provide citizens--especially low- and moderate-income citizens of the community where CPD-funded activities will take place-- an opportunity to participate in an advisory role in the planning, implementation, and assessment of the programs and projects. The plan must be kept up to date.
- The proposed Substantial Amendment to the County's Citizen Participation Plan (CPP) creates a Disaster Response and Recovery Clause allowing the County to more quickly invest available HUD funds in the event of a future Emergency or Disaster Declaration.
- The addition of a Disaster Recovery & Response Clause provides the County flexibility to bypass the required 30-Day Public Comment Period to conduct a change to an Annual Action Plan only in the event of a presidentially declared disaster.
- With this Clause, any HOME, ESG, or CDBG funds reallocated to address the disaster will be considered non-substantial amendments up to the threshold of \$1,000,000.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The requested action to include a Disaster Response & Recovery Clause in the Citizen Participation plan ensures Community Development policies and procedures align with best practices, prioritizes disaster response in alignment with available resources, and addresses the future resource needs in the event of a disaster declaration.

ATTACHMENTS:

1. Public Notice
2. Citizen Participation Plan with Proposed Amendment



**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 Government Citizen Participation Plan (CPP)

Purpose of the Citizen Participation Plan:

As a recipient of entitlement funds from the U.S. Department of Housing and Urban Development (HUD), Richland County is required to outline ways in which the citizens of Richland County can actively participate in the planning and investment of HUD funds through a Citizen Participation Plan (CPP). The primary goal of the CPP is to provide citizens--especially low- and moderate-income citizens of the community where HUD-funded activities will take place-- an opportunity to participate in an advisory role in the planning, implementation, and assessment of the programs and projects. Its purpose is to encourage citizen involvement in the development of plans that impact the management and investment of HUD grants, including: the Five-Year Consolidated Plan, Annual Action Plans, Consolidated Annual Performance Evaluation Report (CAPER), and any Substantial Amendments to a plan as required by HUD 24 CFR Part 91, Subpart B.

Responsible Entity:

The Richland County Community Development Office is part of the Grants and Community Outreach Department and is tasked with the management of all HUD awards received by the County. This Office coordinates the planning and administration of all HUD awards received by the County, including the annual entitlement awards: Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Emergency Solutions Grant (ESG). This plan also applies to additional one-time awards that have been or will be awarded to the County by HUD, including: CDBG-DR (Disaster Recovery Grant), CDBG-MIT (Disaster Mitigation Grant), CDBG-CV (Covid-19 Grant), and HOME-ARP (HOME Grant through the American Rescue Plan Act). All funds received by HUD are for investment in the unincorporated areas of Richland County and any Units of General Local Governments (UGLG's) that elect to participate in the County's CDBG Program.

As the Grantee, Richland County has discretion to use HUD funds to support County-run projects or to partner with local governments, public agencies, nonprofits, faith-based organizations, Community Housing Development Organizations (CHDOs), Community-Based Development Organizations (CBDOs), Community Development Corporations (CDC), local contractors, private lenders, and charities.

Community Development Office Contact Info:

Physical Location: County Administration Building 2020 Hampton Street, Suite 3058 Columbia, SC 29204	Hours: 8:30 a.m. to 5:00 p.m., Monday through Friday
Phone #: 803-576-2230 Email: CommunityDevelopmentInfo@richlandcountysc.gov	

Updated information about Community Development efforts can be found online at:

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



Richland County Government Citizen Participation Plan (CPP)

HUD Awards Granted to Richland County:

1) Annual Formula-Based Entitlement Awards:

- a. Community Development Block Grant (CDBG)
- b. HOME Investment Partnership (HOME)
- c. Emergency Solutions Grant (ESG)

2) One-Time Awards:

- a. CDBG-DR (Disaster Recovery Grant) – In response to the 2015 flood
- b. CDBG-MIT (Disaster Mitigation Grant) – In response to the 2015 flood
- c. CDBG-CV (Covid-19 Grant) – In response to the COVID-19 Pandemic
- d. HOME-ARP (HOME Grant through the American Rescue Plan Act)

Quick Guide on Plans and Reports associated with HUD Grants:

The following plans and reports are developed utilizing the Citizen Participation Plan to guide the management of funds from the U.S. Department of Housing and Urban Development.

- 1) Citizen Participation Plan (CCP) – A plan that guides the public engagement requirements for the investment of any HUD funds.
- 2) Five-Year Consolidated Plan (Con Plan) – Updated every five years, the County is required to assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from CDBG, HOME, and ESG awards.
 - a. Active Consolidated Plans: 2017-2021 Con Plan & 2022-2026 Con Plan
 - b. Next Consolidated Planning Process: For years 2027-2031 to begin in Fall 2026
- 3) Annual Action Plan (AAP) – Aligning with the Five-Year Con Plan, the County is required to develop an AAP for each set of annual CDBG, HOME, and ESG awards. Each AAP provides a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.
- 4) Consolidated Annual Performance Evaluation Report (CAPER) – An annual report published in December of each year reporting on accomplishments and progress toward Consolidated Plan goals

Access to Information and Records

Richland County's Citizen Participation Plan, most recent Five-Year Consolidated Plan, active Annual Action Plans, and most recent CAPER are available for public viewing on the County's web site – <http://www.richlandcountysc.gov/Government/Departments/Community-Development>. Copies are also available for review at the Richland County Community Development Office upon request. The



Richland County Government Citizen Participation Plan (CPP)

Office is located at 2020 Hampton Street, Suite 3058, Columbia, SC 29204. The Community Development Office hours are 8:30 a.m. to 5:00 p.m., Monday through Friday.

Copies may be requested through the County's Ombudsman's Office by calling 803-929-0000 or emailing ombudsman@richlandcountysc.gov. The availability of materials in a form accessible to persons with disabilities, upon request.

Confidential materials, which include personal identity information, cannot be reviewed by the public due to client confidentiality and protection.

Types of Information Made Available

Prior to the adoption of any Consolidated Plan or Annual Plan, the following information is made available to citizens, public agencies and other potential interested parties:

- The amount of assistance the County expects to receive (including grant funds and program income);
- The range of activities that may be undertaken;
- The estimated amount of funding that will benefit persons of low- and moderate-income;
- The County's plans to minimize displacement of persons and to assist any persons displaced, specifying the types and levels of assistance the local government will make available (or require others to make available) to persons displaced, even if the local government expects no displacement to occur; and when and how the local government will make this information available.

Public Hearings & Public Notices

All notices of public hearings will be published in *The State* newspaper (Metro Section, Neighbors or Legal Section) at least fifteen (15) days prior to the public hearing. In addition, notices may be published in other local newspapers. Notices will also be posted on the Richland County website at <http://richlandcountysc.gov> and on the County's social media platforms.

Physical flyers announcing Public Hearings will also be put up in the County Administration Building. Additional notices may be provided through neighborhood-based methods to target specific communities where HUD-funds may be invested, including: community centers, contact with local civic leaders; posting of notices in commercial and neighborhood-based establishments, neighborhood businesses, churches, libraries and post offices.

All public meetings will be held at times and in locations convenient to citizens, particularly those who are potential or actual beneficiaries. Generally, public interest meetings will not be held before 5:00 p.m., on weekdays unless offered in addition to a meeting after 5:00 p.m. for the same topic. Meetings will not be scheduled on Sundays. The County may utilize technology to allow for both virtual hearings and live streaming of in-person hearings to increase citizen participation through expanded access. Persons with special accommodations must notify the Community Development Office two (2)



Richland County Government Citizen Participation Plan (CPP)

business days prior the public meetings and hearings. This gives the County adequate time to provide the needed accommodations.

Whenever possible live-streaming of Public Hearings will be made available through the County's Youtube channel to increase accessibility for citizens.

Needs Assessment Public Hearing & Developing Plans:

Prior to the development of any Consolidated Plan and Annual Action Plan, the community development and housing needs will be assessed, particularly those of low- and moderate-income residents. This process will be conducted through a series of Community Development Needs Assessment Public Hearings. Citizens are encouraged to participate in the development of these documents.

The Community Development Office will hold an adequate number of public meetings and/or hearings in convenient and accessible locations throughout the county for the convenience of citizen input during every Five-Year Consolidated Plan process. At least one needs assessment public hearing will be held every year to address the changing needs for the Annual Action Plan. The participation of citizens will be encouraged in order to assist with determining the community's needs. The County encourages participation by all, but especially low- to moderate-income individuals and households, as well as, members of Presumed Benefit populations, including: senior citizens, adults with disabilities, domestic violence victims, abused and neglected children, unhoused individuals, individuals with HIV/AIDS, and migrant farm workers. Please contact the County if additional accommodations are required to allow input and comment. Comments and suggestions will be considered at Needs Assessment Public Hearings.

The Needs Assessment Public Hearing will address the amount available in funding for CDBG, HOME and any other federal or stimulus funding. The meeting will also address the range of activities that may be undertaken with such funds, particularly in relation to identified community needs. In addition, participation is encouraged by low- and moderate-income citizens, particularly those living in areas where the federal funds are proposed to be used.

The Five-Year Consolidated Plan is due every five years and the next one is due **August 15, 2027 to guide Community Development programming from 2027-2032. The Annual Action Plan is submitted annually to HUD on August 15th.**

Public Comment Period:

A 30-Day comment period from the public is required prior to submitting the Five-Year Consolidated Plan or any Annual Action Plan to HUD. A 15-Day comment period is required prior to submitted the CAPER. A Public Notice must be published announcing the Comment Period with a Public Hearing held to review and to solicit public comments on the contents of these plans. The public hearing(s) will be held consistent with guidelines contained in this document. ***The public will have a minimum of ten (10) days after the Public Hearing to provide written comments on any Plans developed by the***



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Community Development Office. Oral and written comments may be provided at the Public Hearing. Comments may also be submitted in writing by mail or email sent to the Community Development Office during the Comment Period. The County will respond to all written correspondence received.

Amendments/Changes to Plans:

Prior to making any substantial change to the Five-Year Consolidated Plan or Annual Action, Richland County will hold at least one advertised public hearing to inform citizens, particularly those who might be affected by the proposed change, to solicit public comment. Examples of a substantial change would be a 50% increase or decrease in the number of proposed beneficiaries, any increase or decrease of more than 50% in a budget line item, and any addition or deletion of major proposed projects or activities. ***Citizens will be provided no less than 30 calendar days to provide comments on any Substantial Amendments before such amendments are submitted to HUD for approval and implemented.***

Disaster Recovery & Response Clause:

On June 1, 2017, HUD issued *CPD Notice 17-06*, entitled *Using CPD funds for Disaster Response and Recovery*. This notice directs entitlement communities to be prepared to respond quickly to a disaster by ensuring the possible use of federal funding for disaster response is included in the Citizen Participation Plan, the Consolidated Plan, and the Annual Action Plan.

In the event of a presidentially declared disaster, any HOME, ESG, or CDBG funds Richland County reallocated to address the disaster will be considered non-substantial amendments up to the threshold of \$1,000,000. This allows the County to bypass the required 30-Day Public Comment Period to conduct a Substantial Amendment to an Annual Action Plan in the event of a disaster declaration. Funds would not be taken away from active projects or activities under contract. This clause allows the County to quickly pivot historically unused funds from cancelled/stalled projects and programs to repurpose for immediate disaster recovery needs.

Program Performance:

Richland County will conduct one public hearing annually to review program performance and accomplishments for the Consolidated Annual Performance Evaluation Report (CAPER). This public hearing will address and outline the various activities that have been accomplished or are underway. Citizens are given no less than fifteen (15) days to review and provide comments prior to the CAPER's submission to HUD. This report is submitted sixty (60) days after the end of the reporting year. Citizens are encouraged to participate in the development of this document.

Technical Assistance

Richland County will provide technical assistance to individuals, representatives of groups serving low- and moderate-income persons, and local non-profits and faith-based organizations who request assistance participating in a County-run program or in applying for funding for an eligible project. Technical assistance may include information on housing, demographics, and explanation of Community Development's programs and services. Community Development staff work closely with



Richland County Government Citizen Participation Plan (CPP)

the local community organizations to ensure widespread awareness of funding opportunities and services. The County routinely issues Notices of Funding Availability (NOFA), Requests for Qualifications (RFQ), and Requests for Proposals (RFP) for services that support its goals and programs.

Grievances

Complaints and grievances are handled in a timely and professional manner. All complaints are reviewed by the Community Development Division Manager, Director of Grants and Community Outreach, and by the County Administrator, if deemed required and necessary. Written grievances should be addressed to the Richland County Community Development Office, 2020 Hampton Street, Suite 3058, Columbia, SC 29204. Written responses to complaints regarding the Community Development Programs and other general grievances will be made within fifteen (15) business days after receipt of the complaint. A response is prepared by the County in an effort to address the complaint. The final County response, if not resolved, is prepared by the County Administrator or his designee.

Persons who wish to appeal the County Administrator's/designee response may do so in writing to the U.S. Department of Housing and Urban Development, Community Planning and Development Division, 1845 Assembly Street, Columbia, SC 29204.

Non-English-Speaking Population

Richland County Community Development will accommodate the needs of non-English-speaking residents. Translation services are available upon request. If ten percent or more of the potential or actual beneficiaries of a Community Development project are determined to be non-English-speaking, provisions will be made at the appropriate public hearings for translation of comments and documents into the native language of the majority of the non-English-speaking residents affected.

There is additional information provided at our website and within our office in Spanish, as well as brochures printed in Spanish. If additional documents are needed in Spanish (or another language), they can be made available up request.

Anti-Displacement

It is the policy of Richland County to make all reasonable efforts to ensure that activities undertaken with CDBG, HOME, or ESG funds will not cause unnecessary displacement. The County will continue to administer the CDBG, HOME, and ESG Programs in such a manner that careful consideration is given during the planning phase to avoiding displacement. Displacement of any nature shall be reserved as a last resort action necessitated only when no other alternative is available and when the activity is determined necessary in order to carry out a specific goal or objective that is of benefit to the public.

If the displacement is precipitated by activities that require the acquisition (either in whole or in part) or rehabilitation of real property directly by Richland County or its agent, all appropriate benefits as required by the Uniform Relocation Assistance and Real Property Acquisition Policies' Act of 1970 and amendments. The "Uniform Act" or the Residential Anti-displacement and Relocation Assistance Plan



Richland County Government Citizen Participation Plan (CPP)

under Section 104 (d) shall be provided to the displaced person or persons. Information about these programs will be provided to all persons who may potentially be displaced in the form of informational brochures on these programs and explained in detail by the County's Community Development staff.

Richland County Council Request for Action

Subject:

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

Notes:

First Reading: June 3, 2025

Second Reading: July 8, 2025

Third Reading:

Public Hearing: July 8, 2025

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), ~~the County of Richland County Council hereby authorizes the sale of and the grant of a deed to real and its employees and agents are hereby authorized to grant a deed for sell the former Car Wash property located~~ at 120 Clemson Road, Columbia, South Carolina to Cason Development Group, LLC; said property, which is also described as TMS# R25608-01-38; and ~~as is~~ more specifically described in Exhibit A below and in the attached Title to Real Estate, attached hereto and incorporated herein by reference.

~~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 I, 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.~~

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

SECTION V. ~~SECTION IV.~~ Effectiveness. This ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

ATTEST THIS THE ____ DAY
OF _____, 2025

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

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: June 17, 2025

Second Reading: July 8, 2025

Third Reading: July 15, 2025 {Tentative}

Public Hearing: July 15, 2025

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

Chair, County Council
Richland County, South Carolina

[SEAL]

ATTEST:

Clerk to County Council
Richland County, South Carolina

RICHLAND COUNTY ATTORNEY'S OFFICE

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

READINGS:

First Reading: June ~~3~~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 CH Columbia Health District, LLC and Cambridge Columbia I, LP, companies previously identified as Project Momentum; and other related matters

Notes:

First Reading: June 17, 2025

Second Reading: July 8, 2025

Third Reading: July 15, 2025 {Tentative}

Public Hearing: July 15, 2025

**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 CH COLUMBIA
HEALTH DISTRICT, LLC AND CAMBRIDGE COLUMBIA I, LP,
COMPANIES PREVIOUSLY IDENTIFIED 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, CH Columbia Health District, LLC, a Texas limited liability company (“CH Columbia Health District”), and Cambridge Columbia I, LP (“Cambridge Columbia I”), companies previously identified as Project Momentum (the “Company”), have 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, in the aggregate, by the Companies in real and personal property of not less than Eighty-Five Million and 00/100 Dollars (\$85,000,000), and in connection with the Project, anticipates making investment in certain Public Infrastructure;

WHEREAS, at the Companies’ 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 each Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested, in the aggregate, by the Companies 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 each of the Companies 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 each 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

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: June 17, 2025
Second Reading: July 8, 2025
Public Hearing: July 15, 2025
Third Reading: July 15, 2025

EXHIBIT A

FORM OF AGREEMENT

See attached.

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA,

CH COLUMBIA HEALTH DISTRICT, LLC,

and

CAMBRIDGE COLUMBIA I, LP

Effective as of: July 15, 2025

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of July 15, 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”), CH Columbia Health District, LLC, a Texas limited liability company (“CH Columbia Health District”), and Cambridge Columbia I, LP, a Texas limited partnership (“Cambridge Columbia I”), companies previously identified as Project Momentum (referred to hereinafter, each singularly, as a “Company” and, collectively, as the “Companies”, and together with the County, collectively, the “Parties”, and each, a “Party”).

WITNESSETH:

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

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

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

WHEREAS, the Companies have 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, in the aggregate, by the Companies in real and personal property of not less than Eighty-Five Million and 00/100 Dollars (\$85,000,000), and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on July 15, 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, subject to the City of Columbia, South Carolina consenting to such expansion of Park boundaries 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 each 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 Companies, in the aggregate, 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 Companies 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 CH Columbia Health District.* CH Columbia Health District represents to the County as follows:

- (a) CH Columbia Health District is in good standing under the laws of the State of Texas, 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) CH Columbia Health District will use commercially reasonable efforts to, together with Cambridge Columbia I, achieve the Investment Commitment, as defined below, with respect to the Project;
- (c) CH Columbia Health District'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 CH Columbia Health District is now a party or by which it is bound; and
- (d) CH Columbia Health District covenants to, together with Cambridge Columbia I, complete, or cause the completion of, any and all Company Public Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

Section 1.2. *Representations and Covenants by Cambridge Columbia I.* Cambridge Columbia I represents to the County as follows:

(a) Cambridge Columbia I is in good standing under the laws of the State of Texas, 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) Cambridge Columbia I will use commercially reasonable efforts to, together with CH Columbia Health District, achieve the Investment Commitment, as defined below, at the Project;

(c) Cambridge Columbia I'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 Cambridge Columbia I is now a party or by which it is bound; and

(d) Cambridge Columbia I covenants to, together with CH Columbia Health District, complete or cause the completion of, 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 Companies shall, in the aggregate, invest not less than Eighty-Five Million and 00/100 Dollars (\$85,000,000), in taxable property in the Project ("Investment Commitment") by September 1, 2030 ("Certification Deadline"). The Companies 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 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 Companies fail to, in the aggregate, achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Companies 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 Companies shall, in the aggregate, 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 Companies have 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 Companies 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 aggregate investment in the Company Public Infrastructure, all in form and substance reasonably acceptable to the County. If the Companies fail to, in the aggregate, substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth on Exhibit B hereto, then the Companies 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 aggregate investment by the Companies in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Companies 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 Companies, 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 Companies 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 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 each Company is entitled to a Public Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Companies' 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, each 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 COMPANIES, IN THE AGGREGATE, 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 each Company's Fee Payments due with respect to the personal property portion of the Project, each 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, either or both of the Companies, 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 Companies, in the aggregate, 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 any 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 any Company which is deemed materially incorrect when deemed made;

(d) Failure by any 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 such Company, specifying such failure and requesting that it be remedied, unless such 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 such 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 any one or both of the Companies 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 either or both of the Companies 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, either or both of the Companies 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 either or both of the Companies 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 either or both of the Companies or the 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 each of the Companies' 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 Companies 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 either or both of the Companies. Any 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 Companies acknowledge 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 Companies 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 either or both of the Companies to obtain judicial or other relief from such disclosure requirement.

Section 4.2. Assignment. Each of the Companies 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 any one of the Companies 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 either or both of the Companies, as applicable, 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 the Companies. 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 Companies 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 Companies.

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 Companies for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Companies, in the aggregate, 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 Companies 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 Companies 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 Companies shall pay the County within 30 days of receipt of the statement. The Companies 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 Companies to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Companies shall resist or defend against such claim on behalf of the Indemnified Party, at the Companies’ expense. The Companies are entitled to use counsel of their choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Companies are not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Companies are 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 each of the Companies 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 each of the Companies notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(f) The obligations of the Companies under this Section 4.6 shall be joint and several.

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

Parker Poe Adams & Bernstein LLP

(does not constitute notice):

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 CH Columbia Health District:

CH Columbia Health District, LLC
Attn: Scott A. Dyche
8383 Preston Center Plaza Drive, 5th Floor
Dallas, Texas 75225
Phone: 214.915.0122

if to Cambridge Columbia I, LP:

Cambridge Columbia I, LP
Attn: Scott A. Dyche
8383 Preston Center Plaza Drive, 5th Floor
Dallas, Texas 75225
Phone: 214.915.0122

with a copy to
(does not constitute notice):

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 any Company, as applicable, 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.* Either or both of the Companies will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding [] and No/100 Dollars (\$[]). Either or both of the Companies 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. Either or both of the Companies, 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 either or both of the Companies or their respective affiliates and related entities, or (ii) in connection with matters arising at the request of any one or both of the Companies outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by either or both of the Companies, as applicable, 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 Companies, to the extent any expense is incurred, the County agrees to execute and deliver to each of the Companies, as applicable, such additional instruments as either or both of the Companies may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

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

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

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

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

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

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

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

[TWO SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

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

CH COLUMBIA HEALTH DISTRICT, LLC,
a Texas limited liability company

By: _____

Name: Scott Dyche

Its: Executive Vice President

CAMBRIDGE COLUMBIA I, LP,
a Texas limited partnership

By: CAMBRIDGE COLUMBIA I GP, INC.

Its: General Partner

By: _____

Name: Scott Dyche

Its: Executive Vice President

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

LEGAL DESCRIPTION: ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, shown as the Overall Boundary for Parcels I-7, I-7.1, I-7.2, I-7.4 and I-7.5 on a Subdivision Plat of Parcel I-7 prepared for Unity Land Trust, LLC, by Jeffrey W. Poole, PLS NO. 18267, Davis & Floyd and dated June 9, 2025 and recorded _____, 2025 in the Office of the Register of Deeds for Richland County in Book _____, at page _____. Said property containing 9.77 Acres, and being described as follows: Commencing at a #5 rebar found on the Harden Street westerly right-of-way approximately 1,975 feet south of the Harden Street and Colonial Drive intersection; said #5 rebar is the Point of Beginning; thence running in a southeasterly direction S20°21'59"E along the Harden Street westerly right-of-way for a distance of 602.61 feet to a #5 rebar found; thence turning and running in a southwesterly direction S66°11'58"W along property now or formerly belonging to the City of Columbia for a distance of 83.40 feet to a #5 rebar found; thence continuing in a southwesterly direction S19°22'41"W along property now or formerly belonging to the City of Columbia for a distance of 251.90 feet to a #5 rebar found; thence turning and running in a southeasterly direction S71°45'04"E along property now or formerly belonging to the City of Columbia for a distance of 150.07 feet to a #5 rebar found on the Norfolk Southern Railway; thence turning and running in a southwesterly direction along property now or formerly belonging to Norfolk Southern Railway on an arc 157.44 feet having a radius of 1,480.62 feet, the chord of which is S19°13'10"W, 157.37 feet to a #5 rebar found; thence turning and running in a northwesterly direction N86°56'11"W along Parcel H-9 now or formerly belonging to BullStreet Development, LLC for a distance of 219.20 feet to a #5 rebar found; thence continuing in a northwesterly direction N28°59'23"W along Parcel H-9 now or formerly belonging to BullStreet Development, LLC for a distance of 78.84 feet to a #5 rebar found; thence continuing in a northwesterly direction N38°30'38"W along Parcel H-9 now or formerly belonging to BullStreet Development, LLC for a distance of 336.85 feet to a #5 rebar set; thence continuing in a northwesterly direction N38°31'23"W along Parcel H-9 now or formerly belonging to BullStreet Development, LLC for a distance of 80.11 feet to a #5 rebar found; thence turning and running in a northeasterly direction along the Park Parcel now or formerly belonging to City of Columbia on an arc 163.97 feet having a radius of 289.00 feet, the chord of which is N05°41'50"E, 166.25 feet to a #5 rebar found; thence turning and running in a northwesterly direction N10°46'09"W along the Park Parcel now or formerly belonging to City of Columbia for a distance of 48.03 feet to a #5 rebar found; thence continuing in a northwesterly direction along the Park Parcel now or formerly belonging to City of Columbia on an arc 224.62 feet having a radius of 314.01 feet, the chord of which is N31°17'40"W, 219.86 feet to a #5 rebar found; thence continuing in a northwesterly direction along the Park Parcel now or formerly belonging to City of Columbia on an arc 57.79 feet having a radius of 486.00 feet, the chord of which is N48°23'10"W, 57.76 feet to a #5 rebar set; thence turning and running in a northeasterly direction N70°18'40"E along Parcel I-7.3 for a distance of 36.96 feet to a #5 rebar found; thence continuing in a northeasterly direction N70°18'40"E along Parcel I-6 now or formerly belonging to Unity Land Trust, LLC for a distance of 518.99 feet to a #5 rebar found on the Harden Street westerly right-of-way; said point being the Point of Beginning.

TMS #: Portion of R11501-01-25

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes, but is not limited to, the following:

Total Estimated Public Infrastructure Costs: \$24,624,500

Offsite Infrastructure / Roadway Improvements: (to be dedicated to the City of Columbia upon completion) **\$5,357,000.00**

1. Barnwell Street Extension from Gregg Street to NW Property Corner, Barnwell Bridge Stream Crossing, Barnwell Extension from NW Property Corner to SW Property Corner (USC), and New East/West Street connecting Harden and Barnwell Streets.

Environmental Remediation and Demolition / Expenditures on the eradication of blight: **\$1,967,500.00**

1. Existing Preston and Small Shop buildings Abatement and Demolition, Existing Cooper building Abatement and Demolition, Existing Elevated Steam Pipe Abatement and Demolition, and Demolition of Existing Block wall along Harden Street.

Parking Facilities: **\$16,800,000.00**

1. 600+/- Space Parking Garage.

Greenspaces: **\$200,000.00**

1. Community courtyard space.

Stormwater improvements: **\$300,000.00**

1. Detention, piping, and water quality structure.

Notwithstanding anything above or in this Agreement to the contrary, the Companies 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, in the aggregate, by the Companies 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 Companies 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 each Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credits provided to the Companies shall not exceed the aggregate investment by the Companies in the Company Public Infrastructure.

Each Company is eligible to receive the Public Infrastructure Credit against its 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 aggregate investment in the Company Public Infrastructure (“Credit Term”); provided, however, that for any year in which the cumulative total amount of Public Infrastructure Credits equals the aggregate investment by the Companies in the Company Public Infrastructure, the Infrastructure Credit percentage applicable to each Fee Payment due with respect to the Project from each Company for such year shall be automatically reduced equally with respect to each Company by an amount sufficient such that aggregate Public Infrastructure Credits received by the Companies does not exceed such aggregate investment in Company Public Infrastructure.

EXHIBIT D (See Section 2.4)

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

See attached.

Richland County Council Request for Action

Subject:

An Ordinance Authorizing a deed to NE/S Lykes Lane, Columbia, South Carolina; County TMS #R06400-01-01, to Clarence S. Davis, III; the sale thereof; and the execution of the real estate contract

Notes:

First Reading: June 3, 2025

Second Reading:

Third Reading:

Public Hearing: July 8, 2025

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

AN ORDINANCE AUTHORIZING A DEED TO NE/S LYKES LANE,
COLUMBIA, SOUTH CAROLINA, COUNTY TMS # R06400-01-01, TO
CLARENCE S. DAVIS, III; 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 two hundred twelve thousand and no/100 Dollars (\$212,000.00), Richland County Council hereby authorizes the sale of and the grant of a deed to real property, known as Lost Creek Waste Water Treatment Plant located at NE/S Lykes Lane, Columbia, South Carolina, to Clarence S. Davis, III; said property is also described as TMS# R06400-01-01, and is more specifically described in Exhibit A and Exhibit A-1 attached hereto and incorporated herein by reference.

SECTION II. Richland County Council further authorizes the execution of the Agreement to Sell and Purchase Real Estate, 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

ATTEST THIS THE ____ DAY
OF _____, 2025

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

EXHIBIT A
(PROPERTY DESCRIPTION)

[To be attached]

EXHIBIT A-1
(PROPERTY DRAWING)

[To be attached]

EXHIBIT B
(AGREEMENT TO SELL AND PURCHASE REAL ESTATE)

[To be attached]

Richland County Council Request for Action

Subject:

An Ordinance Authorizing the termination of a conservation easement on certain land currently owned by the Ball Family Revocable Trust

Notes:

First Reading: June 3, 2025

Second Reading:

Third Reading:

Public Hearing: July 8, 2025

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

AN ORDINANCE AUTHORIZING THE TERMINATION OF A
CONSERVATION EASEMENT ON CERTAIN LAND CURRENTLY OWNED
BY THE BALL FAMILY REVOCABLE TRUST.

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 \$14,954.00, the County of Richland and its employees and agents are hereby authorized to terminate the conservation easement between the County and the Ball Family Revocable Trust affecting a certain parcel of land, as specifically described in "Release of Easement," which is attached hereto and incorporated herein.

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

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

SECTION IV. Effectiveness. This ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

ATTEST THIS THE ____ DAY
OF _____, 2025

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**TERMINATION OF EASEMENT
AND
QUITCLAIM OF INTEREST**

WHEREAS, Richland County was granted a conservation easement over and across 1216 Old Hilton Road, Chapin, South Carolina 29036, said property consisting of 7.62 acres, more or less, and having that certain Richland County TMS# R01700-10-26 to Richland County, being dated November 30, 2010, and recorded in the Office of the Register of Deeds for Richland County in Book 1656 at Page 2302; and

WHEREAS, The Ball Family Revocable Trust is the current owner of the property subject to the conservation easement; and

WHEREAS, Richland County does desire to terminate and abandon the above referenced conservation easement; and

WHEREAS, upon recording, the above described property shall no longer be subject to the terms, covenants and conditions contained in the conservation easement, and;

NOW, THEREFORE, for and in consideration of the sum of fourteen thousand nine hundred and fifty four dollars and 00/100 (\$14,954.00) and other consideration, this day paid by the Ball Family Revocable Trust to Richland County, the receipt of which is hereby acknowledged, Richland County does hereby terminate and forever quit-claim to the Ball Family Revocable Trust all rights and interests which Richland County may have in the Conservation Easement.

To have and to hold unto the undersigned below, and its respective successors and assigns forever.

WITNESS the hand and seal of the undersigned on this ____ day of _____, 2025.

WITNESSES:

Richland County


Witness 1

By: _____

Jesica Mackey

Its:

Witness 2


Richland County Attorney's Office
Approved as to LEGAL form ONLY
NO OPINION RENDERED AS TO CONTENT

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF RICHLAND)

I, _____, a notary public for the State of South Carolina, do hereby certify that _____ as _____ of Richland County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ____ day of January, 2025.

Notary Public for South Carolina

My commission expires: _____

Richland County Council Request for Action

Subject:

An Ordinance authorizing the termination of a conservation easement on certain lands currently owned by Brenda Quick and the Ball Family Revocable Trust

Notes:

First Reading:

Second Reading:

Third Reading:

Public Hearing: July 8, 2025

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

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 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 \$20,326.00, the County of Richland and its employees and agents are hereby authorized to terminate the conservation easement between the County, Brenda Quick, and the Ball Family Revocable Trust affecting certain parcels of land, as specifically described in "Release of Easement," which is attached hereto and incorporated herein.

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

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


SECTION IV. Effectiveness. This ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

ATTEST THIS THE ____ DAY
OF _____, 2025

Anette Kirylo
Clerk of Council


Richland County Attorney's Office
Approved as to LEGAL form ONLY
NO Opinion Rendered As To Content

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:

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**TERMINATION OF EASEMENT
AND
QUITCLAIM OF INTEREST**

WHEREAS, Richland County was granted a conservation easement over and across 2400 Chapin Road, Chapin, South Carolina 29036, said property consisting of 14.00 acres, more or less, and having that certain Richland County TMS# R01700-10-04 to Richland County, being dated November 30, 2010, and recorded in the Office of the Register of Deeds for Richland County in Book 1656 at Page 2315; and

WHEREAS, The Ball Family Revocable Trust and Brenda Quick are the current owners of the properties subject to the conservation easement; and

WHEREAS, Richland County does desire to terminate and abandon the above referenced conservation easement; and

WHEREAS, upon recording, the above described properties shall no longer be subject to the terms, covenants and conditions contained in the conservation easement, and;

NOW, THEREFORE, for and in consideration of the sum of twenty thousand three hundred and twenty six dollars and 00/100 (\$20,326.00) and other consideration, this day paid by the Ball Family Revocable Trust to Richland County, the receipt of which is hereby acknowledged, Richland County does hereby terminate and forever quit-claim to the Ball Family Revocable Trust all rights and interests which Richland County may have in the Conservation Easement.

To have and to hold unto the undersigned below, and its respective successors and assigns forever.

WITNESS the hand and seal of the undersigned on this ____ day of _____, 2025.

WITNESSES:

Richland County

Witness 1

By: _____

Jesica Mackey

Its:

Witness 2


Richland County Attorney's Office
Approved as to LEGAL form ONLY
NO Opinion Rendered As To Content

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF RICHLAND)

I, _____, a notary public for the State of South Carolina, do hereby certify that _____ as _____ of Richland County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ____ day of January, 2025.

Notary Public for South Carolina

My commission expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A RESOLUTION

A RESOLUTION (1) APPROVING THE ASSIGNMENT TO OLP FARROW BLYTHEWOOD SC LLC, A DELAWARE LIMITED LIABILITY COMPANY OF ALL THE RIGHTS, INTERESTS, AND OBLIGATIONS OF CH CAROLINA PINES LLC, A DELAWARE LIMITED LIABILITY COMPANY UNDER THAT CERTAIN FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT DATED DECEMBER 14, 2021 BETWEEN CH CAROLINA PINES LLC (AS SUCCESSOR TO CAROLINA PINES INDUSTRIAL I LLC) AND RICHLAND COUNTY, SOUTH CAROLINA, (2) AUTHORIZING THE COUNTY’S EXECUTION AND DELIVERY OF AN ASSIGNMENT AND ASSUMPTION OF FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT IN CONNECTION WITH SUCH ASSIGNMENT; AND (3) AUTHORIZING OTHER MATTERS RELATED THERETO.

WHEREAS, Richland County, South Carolina (the “County”), acting by and through its County Council (“County Council”), under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code, as well as by an Ordinance duly enacted by the County Council on December 14, 2021, did previously enter into that certain **FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT**, dated as of December 14, 2021 (the “Fee Agreement”), with **CAROLINA PINES INDUSTRIAL I LLC**, a Delaware limited liability company (“**CPII**”) pursuant to which the County agreed to provide certain incentives with respect to certain real and personal property more particularly described in the Fee Agreement (collectively, the “**10741 Farrow Road Property**”); and

WHEREAS, pursuant to one or more transactions involving CPII and **CH CAROLINA PINES LLC**, a Delaware limited liability company (“**CHCP**”) on or about April ____, 2022 (the “2022 Transfer Date”), CPII conveyed all of CPII’s right, title, and interest in and to the 10741 Farrow Road Property to the CHCP (the “2022 Transfer”) and, CPII assigned to CHCP, and CHCP assumed from CPII, effective as of the 2022 Transfer Date, all of CPII’s obligations, rights, title, and interest in, to, and under the Fee Agreement; and

WHEREAS, pursuant to one or more transactions involving CHCP and **OLP FARROW BLYTHEWOOD SC LLC**, a Delaware limited liability company (the “Company”) on or about **August 25, 2025** (the “Transfer Date”), CHCP **will convey** all of CHCP’s right, title, and interest in and to the 10741 Farrow Road Property to the Company (the “Transfer”) and, CHCP desires to assign to the Company, and the Company desires to assume from CHCP, effective as of the Transfer Date, all of CHCP’s obligations, rights, title, and interest in, to, and under the Fee Agreement (the “Assignment”); and

WHEREAS, pursuant to **Section 8.6** of the Fee Agreement, CHCP may assign or otherwise transfer any of its rights and interest in the Fee Agreement under certain conditions set forth therein including, but not limited to the prior consent of the County, which such consent may be given by resolution; and

WHEREAS, in satisfaction of such conditions, and upon request by CHCP and the Company, the County desires to approve the Assignment and as further evidence of such approval, to execute and deliver an Assignment and Assumption of Agreement with CHCP and the Company, the substantially final form of which is attached hereto as Exhibit A (the “Assignment and Assumption Agreement”); and,

WHEREAS, it appears that the Assignment and Assumption Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. Approval of Assignment. The County hereby approves the Assignment as of the Transfer Date and acknowledges that, to the extent required by the Fee Agreement, this Resolution is an official prior consent to the Assignment for purposes of Section 8.6 of the Fee Agreement. The Assignment will be effective as of the Transfer Date, following delivery of an executed Assignment and Assumption Agreement by and between CHCP and the Company, which such Assignment and Assumption Agreement is to be substantially in the form attached hereto as Exhibit A and hereby approved, or with such revisions thereto as shall be approved by the officials of the County executing same.

Section 2. Authorization. The County Council authorizes the Chairman of the County Council, the County Administrator, and the Clerk to County Council, for and on behalf of the County, to **execute the Assignment and Assumption Agreement** and further authorizes the Chairman of County Council and the County Administrator to take whatever further actions as may be reasonably necessary and prudent to effect this Resolution.

Section 3. Severability. Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

Section 4. Repealer Clause. All orders, resolutions, or any parts of either, in conflict with this Resolution are, to the extent of that conflict, repealed. This Resolution is effective and remains in effect as of its adoption by the County Council.

[End of Resolution]

APPROVED AND ADOPTED IN A MEETING THIS _____ DAY OF _____, 2025.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman
Richland County Council

Clerk to Council
Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

EXHIBIT A

Assignment and Assumption of Fee Agreement

See attached.

**ASSIGNMENT AND ASSUMPTION
OF FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT (this “Assignment and Assumption Agreement”) is made and entered into this 15th day of July, 2025, to be effective as of the date this Assignment and Assumption Agreement has been fully executed by each of **CH CAROLINA PINES LLC**, a Delaware limited liability company (“Assignor”), **OLP FARROW BLYTHEWOOD SC LLC**, a Delaware limited liability company (“Assignee”), and Richland County, South Carolina, a body politic and corporate, and a political subdivision of the State of South Carolina (the “County”).

W I T N E S S E T H:

WHEREAS, the County, acting by and through its County Council (“County Council”), under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code, as well as by an Ordinance duly enacted by the County Council on December 14, 2021, did previously enter into that certain **FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT**, dated as of December 14, 2021 (the “Fee Agreement”), with **CAROLINA PINES INDUSTRIAL I LLC**, a Delaware limited liability company (“CPII”) pursuant to which the County agreed to provide certain incentives with respect to certain real and personal property more particularly described in the Fee Agreement (collectively, the “**10741 Farrow Road Property**”); and

WHEREAS, pursuant to one or more transactions involving CPII and **CH CAROLINA PINES LLC**, a Delaware limited liability company (“CHCP”) on or about April 19, 2022 (the “2022 Transfer Date”), CPII conveyed all of CPII’s right, title, and interest in and to the 10741 Farrow Road Property to the CHCP (the “2022 Transfer”) and, CPII assigned to CHCP, and CHCP assumed from CPII, effective as of the 2022 Transfer Date, all of CPII’s obligations, rights, title, and interest in, to, and under the Fee Agreement; and

WHEREAS, pursuant to one or more transactions involving CHCP and **OLP FARROW BLYTHEWOOD SC LLC**, a Delaware limited liability company (the “Company”) on or about **August 25, 2025** (the “Transfer Date”), CHCP **will convey** all of CHCP’s right, title, and interest in and to the 10741 Farrow Road Property to the Company (the “Transfer”) and, CHCP desires to assign to the Company, and the Company desires to assume from CHCP, effective as of the Transfer Date, all of CHCP’s obligations, rights, title, and interest in, to, and under the Fee Agreement (the “Assignment”); and

WHEREAS, pursuant to **Section 8.6** of the Fee Agreement, CHCP may assign or otherwise transfer any of its rights and interest in the Fee Agreement under certain conditions set forth therein including, but not limited to the prior consent of the County, which such consent may be given by resolution; and

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Transfer, Assignment and Assumption. Assignor and Assignee each acknowledge and represent that, pursuant to the Transfer, and **to be effective** as of the Transfer Date, all of Assignor's rights, title, and interest in and to the 10741 Farrow Road Property will be transferred to Assignee and its successors and assigns, absolutely and forever, and, in connection therewith, Assignor does, effective as of the Transfer Date, hereby assign, and Assignee does hereby assume, all of Assignor's obligations, rights, title, and interest in, to, and under the Fee Agreement effective as of the Transfer Date.

2. Acknowledgement of the County. The County hereby re-acknowledges and re-confirms:

- (a) that its ratification of the Assignment as set forth in the Resolution, is to be effective as of the Transfer Date; and
- (b) that the Fee Agreement, and all of Assignor's obligations, rights, title, and interest in, to, and under the 10741 Property and the Fee Agreement will be transferred to and assumed by Assignee effective as of the Transfer Date.

3. Representations and Warranties. Assignee hereby represents and warrants that, to the best of Assignee's knowledge, neither Assignor nor Assignee is in default under the Fee Agreement and that all obligations of Assignor and Assignee under the Fee Agreement have been satisfied as of the Transfer Date. Assignor hereby represents that the "Sponsor" under the Fee Agreement has met the "Contract Minimum Investment Requirement" under the Fee Agreement.

The County hereby represents that, to the best of the County's knowledge:

- (i) all obligations of Assignor under the Fee Agreement have been satisfied as of the Transfer Date,
- (ii) Assignor is not in default under the Fee Agreement, and
- (iii) as of the date hereof, the Fee Agreement is in full force and effect.

5. Notices. From and after the Transfer Date, the parties hereto agree that the address to be utilized with respect to Assignee under Section 10.1 of the Fee Agreement shall hereafter be as follows:

OLP FARROW BLYTHEWOOD SC LLC

60 Cutter Mill Road, Suite 303

Great Neck, New York 11021

Attention: Lawrence G. Ricketts

Executive Vice President

Email: larryr@1liberty.com

with a copy to:

One Liberty Properties, Inc.

60 Cutter Mill Road, Suite 303

Great Neck, New York 11021
Attention: Richard M. Figueroa
Email: richardf@1liberty.com

6. Amendment. This Assignment and Assumption Agreement may be amended, modified or supplemented, and any provision hereof may be waived, only by written agreement of the parties hereto.

7. Governing Law. This Assignment and Assumption Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

8. Successors and Assigns. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment and Assumption Agreement is not intended and shall not be deemed to confer upon or give any person, except the parties hereto and their respective successors and permitted assigns, any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment and Assumption Agreement.

9. Severability. In the event that any clause or provisions of this Assignment and Assumption Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect the remaining provisions hereof.

10. Counterparts; Electronic Signature. This Assignment and Assumption Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party. Signature pages may be delivered with original signatures or by photostatic reproduction, telephonic facsimile transmission, email or other electronic transmission or other similar means whereby each original signature has been reproduced (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g. www.docusign.com), and all reproduced signatures shall be deemed "electronic signatures" and equivalent to an original signature for all purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor, Assignee, and the County have caused this Assignment and Assumption of Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement to be executed as of the Transfer Date.

COUNTY:

Richland County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina

Chair
Richland County Council

ATTEST:

Clerk to Council
Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

ASSIGNOR:

CH CAROLINA PINES LLC,
a Delaware limited liability company

By: Carolina Pines Industrial I, LLC, its Managing
Member

By: _____
Name: Michael E. Robbe
Title: Manager

ASSIGNEE:

OLP FARROW BLYTHEWOOD SC LLC,
a Delaware limited liability company

By: _____
Lawrence G. Ricketts, Jr.
Executive Vice President of Member

STATE OF SOUTH CAROLINA)
) RESOLUTION NO. _____
COUNTY OF RICHLAND)

**A RESOLUTION CERTIFYING PROPERTY AS AN ABANDONED BUILDING SITE
PURSUANT TO THE SOUTH CAROLINA ABANDONED BUILDINGS
REVITALIZATION ACT, TITLE 12, CHAPTER 67 OF THE CODE OF LAWS OF
SOUTH CAROLINA, 1976, AS AMENDED.**

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act (the “Act”) was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws (1976), as amended, to create an incentive for the rehabilitation, renovation, and redevelopment of abandoned buildings located in South Carolina; and

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible either for a credit against certain income taxes, license fees, or premium taxes, or a credit against local property taxes; and

WHEREAS, Riya, LLC (the “Taxpayer”) has rehabilitated or will rehabilitate certain property located at 1430 Colonial Life Blvd. W., Columbia, SC 29210 and further identified by the Richland County Tax Map Number R07304-04-07 (the “Property”), which is located within Richland County (the “County”); and

WHEREAS, the Taxpayers have expressed a desire to claim income tax credits under the Act, which shall have no fiscal impact on the County, and the Taxpayer previously filed a Notice of Intent to Rehabilitate to that effect with the South Carolina Department of Revenue; and

WHEREAS, Section 12-67-160 of the Act provides that a taxpayer may apply to the city or county in which an abandoned building is located for a certification of the abandoned building site, and the taxpayer may conclusively rely upon that certification in determining the credits allowed; and

WHEREAS, the Taxpayers have applied to the County to certify an abandoned building site, defined by Section 12-67-120 of the Act, in order to facilitate Taxpayers’ claims for income tax credits; and

WHEREAS, given that the claim for income tax credits will have no fiscal impact on the County and that certification would enhance the likelihood of restoring non-productive property in the County to productive use, the County Council wishes to provide such certification in accordance with Taxpayers’ request.

NOW THEREFORE, BE IT RESOLVED by the Richland County Council in meeting duly assembled, as follows:

Section 1. The Taxpayers have requested the County to certify the below-described site pursuant to Section 12-67-160 of the Act.

Section 2. Based solely on information provided to the County by the Taxpayer and representatives of the Taxpayer, the Property satisfies the criteria for abandonment as required by Section 12-67-120(1) of the Act, namely that the Property was at least sixty six percent (66%) closed continuously to business or otherwise nonoperational for income producing purposes for more than five years as of the date of the Notice of Intent to Rehabilitate filed by Taxpayers on May 28th, 2025.

Section 3. Based on the foregoing criteria, the County hereby certifies that, as of the date of the Notice of Intent to Rehabilitate on May 28th, 2025, the Property (i) was an abandoned building site that includes an abandoned building as defined in Section 12-67-120(1) of the Act, and (ii) the geographic area of the abandoned building site was consistent with Section 12-67-120(2) of the Act.

Section 4. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

(Signature Page Follows)

RESOLVED this 15th day of July, 2025.

**RICHLAND COUNTY,
SOUTH CAROLINA**

Signature: _____

Name: _____

Title: _____

(ATTEST)

Signature: _____

Name: _____

Title: Clerk to Council

*****IMPORTANT NOTICE TO TAXPAYERS*****

Pursuant to Section 12-67-160, a taxpayer may only relay upon a city or county certification if the taxpayer includes a copy of the certification with the first South Carolina income tax return for which the credit is claimed. Richland County assumes no responsibility for compliance with this filing requirement.

Richland County Council Request for Action

Subject:

“Project Approval Process Update”

Notes:

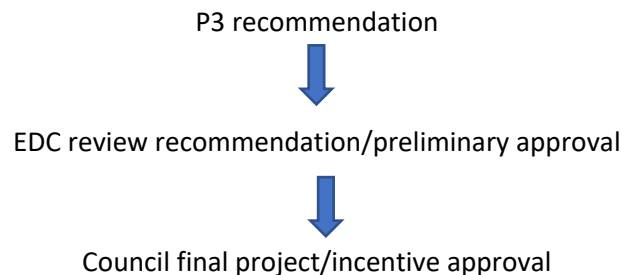
Economic Development Project Approval Process:

Prior to the Public Private Partnership “P3”:

- County Economic Development Office staff would vet projects and make incentive package recommendations for consideration by EDC
- EDC would review staff recommendations and consider each incentive package and, if favorable, send to County Council for approval
- County Council would then receive EDC recommendation and have ultimate authority to approve or disapprove of all incentive packages

After approval of Public Private Partnership “P3”:

- P3 staff will vet projects and present incentive packages to P3 Board/Exec Committee for consideration and recommendation to the Richland County Economic Development Committee “EDC”
- P3 staff brings P3 Board/Exec Committee recommendation forward to EDC and EDC then considers each incentive package and, if favorable, sends to County Council for approval
- County Council then receives the EDC project recommendation and has ultimate authority to approve or disapprove of all incentive packages/EDC projects.



*EDC: Economic Development Committee

*EDO: Economic Development Office

*P3: Public Private Partnership



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**A RESOLUTION TO APPOINT AND COMMISSION
XZAVIER PHILLIP ROMEO HOWELL
AS CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY,
GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY,
DEPARTMENT OF ANIMAL SERVICES**

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

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

NOW, THEREFORE, BE IT RESOLVED THAT: Xzavier Phillip Romeo Howell is hereby appointed and commissioned as a Richland County Code Enforcement Officer for the Department of Animal Services for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, 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 animal control regulations and the use of an ordinance summons. Provided, however, Xzavier Phillip Romeo Howell shall not perform any custodial arrests in the exercise of their duties as a code enforcement officer. This appointment shall remain in effect only until such time as the individual so appointed is no longer employed by Richland County to enforce the County's regulations.

ADOPTED THIS 15th DAY OF July, 2025.

Jesica Mackey, Chair
Richland County Council

ATTEST this 15th day of July, 2025

Anette A. Kyrlo
Richland County Clerk of Council