



Richland County Council  
Regular Session  
**MINUTES**  
June 17, 2025 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Anette 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, Oscar Rosales, Olin Towery, Venyke Harley, Matthew Drawdy, and Sandra Haynes.

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – Liddie Grantlin led the Invocation on behalf of Ms. Terracio.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Allison Terracio.
4. **PRESENTATION OF PROCLAMATIONS**
  - a. **A Proclamation Recognizing Blythewood High School Girls' Track Team as the 5A State Champions** – Ms. Jackie Hancock, Assistant to the Clerk of Council, read the proclamation into the record.
  - b. **A Proclamation Recognizing June 15-21, 2025, as National Mosquito Control Awareness Week** – Ms. Terracio read the proclamation into the record.
  - c. **A Proclamation Recognizing June as Gun Violence Awareness Month** – Ms. Newton read the proclamation into the record.
5. **PRESENTATION OF RESOLUTIONS**
  - a. **A Resolution Recognizing Juneteenth** – Mr. Branham moved to adopt the resolution recognizing Juneteenth, seconded by Ms. Terracio. [{Resolution #2025-0617-001}](#)  
  
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton  
  
The vote in favor was unanimous.  
  
Ms. Mackey read the resolution into the record.
  - b. **A Resolution Honoring the Life and Legacy of Dr. Matilda A. Evans** – Ms. Barron moved to adopt a resolution honoring the life and legacy of Dr. Matilda A. Evans and a resolution recognizing June as National Safety Month, seconded by Ms. English. [{Resolution #2025-0617-002}](#)  
  
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton  
  
The vote in favor was unanimous.  
  
Ms. Hancock read the resolution into the record.
  - c. **A Resolution Recognizing June as National Safety Month** – Mr. Branham, read the resolution into the record. [{Resolution #2025-0617-003}](#)

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

6. **APPROVAL OF MINUTES**

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

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

Not Present: Barron

The vote in favor was unanimous.

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

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

Not Present: Barron

The vote in favor was unanimous.

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

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

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

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

The vote in favor was unanimous.

Mr. Pugh moved to adopt the agenda as amended, seconded by Ms. Barron.

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

The vote in favor was unanimous.

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

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

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

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

The vote in favor was unanimous.

***Council went into Executive Session at approximately 6:49 PM  
and came out at approximately 7:14 PM***

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

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

The vote in favor was unanimous.

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

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

9. **CITIZENS’ INPUT**

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

10. **CITIZENS' INPUT**

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

11. **REPORT OF THE COUNTY ADMINISTRATOR**

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

Ms. Barron moved to approve the Memorandum of Understanding, seconded by Ms. English.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

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

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

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

13. **REPORT OF THE CHAIR**

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

14. **OPEN/CLOSE PUBLIC HEARINGS**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Core Columbia Hampton LLC, a company previously identified as Project Catalyst; and other related matters -No one signed up to speak.

15. **APPROVAL OF CONSENT ITEMS**

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

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

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

The vote in favor was unanimous.

16. **THIRD READING ITEMS**

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

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

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

The vote in favor was unanimous.

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

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

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

The motion for reconsideration failed.

- b. An Ordinance authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2025 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2025 through June 30, 2026. So as to raise revenue, make appropriations and amend the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2025 and ending June 30, 2026 – {Ordinance 037-25HR} – The Budget Director, Brittany Hammond, pointed out there was a scrivener's error on #5 "Midlands Technical College (Operating)" the amount in the 2<sup>nd</sup> Reading Note should be \$8,464,300.

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

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

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

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

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

Opposed: Branham, Pugh, Weaver, and Alleyne

The vote was in favor.

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

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

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

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

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

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

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

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

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

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

In Favor: Pugh, Terracio, and Barron

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

The motion failed.

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

The motion died for lack of a second.

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

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

Opposed: Branham, Weaver, Alleyne, and Mackey

The vote was in favor.

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

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



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

Ms. Newton requested additional information regarding the organization.

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

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

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

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

Ms. Mackey responded in the affirmative.

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

Ms. Hammond affirmed that it would not.

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

Opposed: Weaver

The vote was in favor.

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

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



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

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

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

Opposed: Weaver, Barron, and Newton

The vote was in favor.

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

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

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

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

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

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

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

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

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

The vote in favor was unanimous.

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

Mr. Brawley responded as follows:

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

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

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

Opposed: Branham and Pugh

The vote was in favor.

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

In Favor: Branham, Pugh, and Little

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

The motion failed.

## 17. **SECOND READING ITEMS**

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

18. **FIRST READING ITEMS**

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

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

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

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

Opposed: Branham

The vote was in favor.

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

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

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

Opposed: Newton

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

The vote was in favor.

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

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

The vote in favor was unanimous.

- c. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project West to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

20. **OTHER ITEMS**

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

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

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

21. **EXECUTIVE SESSION** – Ms. Newton moved to go into Executive Session, seconded by Mr. Pugh.  
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton  
The vote in favor was unanimous.

***Council went into Executive Session at approximately 8:09 PM  
and came out at approximately 8:36 PM***

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

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

- a. Discussion and legal advice concerning the Contract for Private/Public Pet Services [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.

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

23. **ADJOURNMENT** – Ms. Newton moved to adjourn the meeting, seconded by Mr. Branham.  
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton.  
The vote in favor was unanimous.  
The meeting adjourned at approximately 8:37 PM.



# Richland County Council

## STATEMENT OF RECUSAL

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

(Please add agenda item number and description):

116a - Core Columbia Hampton LLC

19a - Project Momentum

**REASONS FOR DISQUALIFICATION:**

My parent company represents the applicant

Jessica Mackey / Jessica Mackey  
Print and sign your name

Anette A. Kirby  
Print and sign your name

6-17-25  
Date

6-17-25  
Date received by Clerk Dept.



**RICHLAND COUNTY  
ADMINISTRATION**

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



## Report of the County Administrator

**REGULAR SESSION** Tuesday, June 17, 2025

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### UPDATES FOR CONSIDERATION:

#### GENERAL UPDATES

#### ADMINISTRATOR'S NOMINATION:

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

MIDLANDS WORKFORCE DEVELOPMENT BOARD – PLAN YEAR 2025 MEMORANDUM OF UNDERSTANDING - THE MIDLANDS WORKFORCE AREA SC WORKS SYSTEM: The Midlands Workforce Development Board seeks Council approval of the attached agreement which outlines the budget and operational framework for SC Works in the Midlands area. The agreement also outlines cost-sharing arrangements among the partners. There is no County fiscal impact/obligation.

#### ATTACHMENTS:

1. Midlands Workforce Development Board – PY 2025 Memorandum of Understanding

**THE MIDLANDS WORKFORCE AREA SC WORKS SYSTEM**  
**MEMORANDUM OF UNDERSTANDING**  
*PURSUANT TO THE*  
**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

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The parties included in this MOU are the Midlands Workforce Development Board (LWDB), Chief Elected Official(s) (CEO), the Midlands SC Works Operator (Operator) and the required partners identified in the Act and other optional partners (hereinafter referred to as “Parties”). The partners’ respective programs are identified on the signature pages of this agreement.

The CEO is responsible for appointing LWDB members, designating the local grant recipient and, in partnership with the LWDB, providing oversight of the local workforce delivery system.

The LWDB is responsible for developing this MOU with the SC Works partners; competitively procuring SC Works operators; strategic planning; and local policy development and oversight.

The Operator’s function is to manage the SC Works system and coordinate the delivery of workforce services delivered through the system.

The SC Works system will bring together a series of partner programs and entities responsible for workforce development, education, and other human resources programs to collaborate in the creation of a seamless customer-focused service delivery network that enhances access to the programs’ services.

The Workforce Innovation and Opportunity Act (WIOA) identifies the following entities as required partners in the workforce system:

1. Adult, Dislocated Worker, and Youth Programs
2. Adult Education and Family Literacy Act Programs
3. Wagner-Peyser Employment Services Programs
4. Rehabilitation Programs for Individuals with Disabilities
5. Post-Secondary Education Programs (Perkins)
6. Community Services Block Grant Employment and Training Activities
7. Native American Programs
8. HUD Employment and Training Activities
9. Job Corps Programs
10. Veterans Employment and Training Programs
11. Migrant and Seasonal Farmworker Programs
12. Senior Community Service Employment Programs
13. Trade Adjustment Assistance Programs
14. Unemployment Compensation Programs
15. YouthBuild Programs
16. Temporary Assistance for Needy Families (TANF) Programs
17. Second Chance Programs

With approval of the LWDB and CEO(s), WIOA also allows other partners to be a part of the workforce system, including local employers and community-based, faith-based, and/or non-profit organizations, as well as

employment, education, and training programs provided by public libraries or in the private sector. Optional partner outreach is strongly encouraged as these partnerships are necessary to provide job seekers with the high-quality career, education, and supportive services needed to place them with businesses seeking skilled workers. Optional partners must meet the same conditions as required Parties.

Each Partner agrees to:

- (a) Provide access to its programs or activities through the SC Works delivery system;
- (b) Use a portion of funds made available to the partner's program, to the extent consistent with the Federal law authorizing the partner's program and with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and as supplemented by specific Federal agency Parts and CFRs, to:
  - (1) Provide applicable career services; and
  - (2) Work collaboratively with the State and LWDB to establish and maintain the SC Works delivery system. This includes jointly funding the one-stop infrastructure costs through partner contributions that are based upon:
    - (i) A reasonable cost allocation methodology by which infrastructure costs are charged to each partner in proportion to use and relative benefits received; and
    - (ii) Federal cost principles;
- (c) Enter into an MOU with the LWDB relating to the operation of the SC Works system; and
- (d) Participate in the operation of the SC Works system consistent with the terms of the MOU, requirements of authorizing laws, the Federal cost principles, and all other applicable legal requirements.

The development and implementation of this System will require mutual trust and teamwork between the Parties all working together to accomplish shared goals and in keeping with the main purposes and priorities of WIOA.

Purposes:

- Increasing access to and opportunities for the employment, education, training, and support services that individuals need, particularly to those with barriers to employment;
- Supporting the alignment of workforce, education, and economic development systems;
- Improving the quality and labor market relevance of a demand-driven workforce that meets the needs of businesses and job seekers;
- Promoting improvement in the structure and delivery of services; and
- Providing workforce development activities that increase opportunities of participants and that increase post-secondary credential attainment and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity and competitiveness of the nation.

The Parties agree to:

- Actively participate in the strategic planning process for the local SC Works system;
- Serve on the Business Services team and participate in industry or sector partnerships, as applicable;
- Participate in SC Works Partner meetings, as appropriate;
- Coordinate and integrate activities so that individuals seeking assistance will have access to information and services that lead to positive employment outcomes; and
- At a minimum, provide electronic access to programs, activities and services:
  - Services provided through electronic means will supplement and not supplant those provided through the physical SC Works delivery system. The term "electronic" includes Web sites, social media, internet chat features, and telephone.

## **Services**

SC Works centers provide services to customers based on individual needs, including the seamless delivery of multiple services to each customer. There is no required sequence of services. From the services listed in **Attachment A, WIOA Required Services**, an “X” indicates which services are directly provided by each partner program. **Attachment B, Midlands SC Works Partner List**, includes all Local Workforce Development Area (LWDA) Parties participating in the agreement and their service location(s) and program(s) they represent.

### Career Services

Career services will be provided by all Parties in the SC Works Centers. Career Services include, but are not limited to the following:

- **Initial Assessment:** Begins with intake and focuses on determining a customer’s job readiness level, including workforce skills and access to appropriate services, auxiliary aids, and accommodations.
- **Job Counseling:** Either individually or in group sessions that helps the jobseeker make the best use of the information and services available.
- **Job Referral:** Services that are tailored to the needs of specific employers and jobseekers. Both workers and employers may also choose to post job announcements and resumes on an electronic system that is open to all.
- **Employer Services:** Access to labor market information; recruitment, screening, and referral of qualified applicants; access to economic development information and resources; posting job vacancies; offering customized job training options; connecting firms to SC Works information; technical assistance on assessment, recruitment, and human resource strategies; advocating for targeted employers in key economic sectors; and assistance with major layoffs and plant closures.
- **Labor Market Information:** Current and projected occupational supply and demand information, current occupational wage information; occupational skill standards; nonproprietary information on employers; and information on education and training program outcomes, including completion rates, placement rates, and wage rates of graduates.
- **Information and Referral:** Access to information regarding services needed by jobseekers, such as income assistance, housing, food, or medical care. Referrals to off-site services within the system will be made electronically in accordance with this agreement.
- **Training Related Information:** Access to and information about vocational exploration, basic skills and literacy training, job search skills, self-employment/entrepreneurial training, training leading to the award of skills certificates, work-based learning, two-year or four-year degree programs and state-approved apprenticeship programs.
- **Unemployment Insurance Information:** Phone accessibility to file for unemployment insurance benefits. Internet Claims filing can be done via the internet. Partner staff will provide meaningful assistance to individuals filing an initial claim.
- **Eligibility Determination:** Access to information regarding employment and training services needed by job seekers and eligibility for federal and state funded programs.
- **Outreach/Orientation/Intake:** Promoting local workforce services and activities to provide individuals with the information necessary to register for programs.
- **Performance Information on Local SC Works Centers:** How the LWDA is performing on the local performance measures and any additional performance information with respect to the SC Works delivery system in the LWDA.
- **Follow-up Services:** Including retention services and counseling regarding the workplace.

### Unemployment Insurance (UI) Services

WIOA requires that a collaborative process exist among workforce Parties and UI programs. The South Carolina Department of Employment and Workforce (DEW) is a recipient of Reemployment Services and

Eligibility Assessment (RESEA) grants that provide selected UI claimants reemployment services deemed necessary and beneficial in returning these individuals to gainful employment as quickly as possible. Claimants selected to participate in the RESEA program can receive up to three one-on-one reemployment assessments during their benefit year to help them return to work faster. RESEA staff advises claimants on the wide variety of reemployment services available to them and refers claimants to the services appropriate for their individual needs, including other SC Works partner programs. DEW staff agrees to provide claimants of UI programs information and assistance with filing claims and connecting with reemployment services. UI will share in the cost of the workforce system through the presence of RESEA staff in all comprehensive SC Works centers. DEW will make available UI-related training resources to assist all frontline SC Works staff in providing meaningful assistance with filing UI claims and correctly answering common claimant questions with ease and consistency.

### **Accessibility**

The Parties agree SC Works centers must comply with applicable physical accessibility requirements, as set forth in 29 CFR part 38, and the Americans with Disabilities Act of 1990 (ADA), as amended, to provide services to meet the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities. Access to services includes: access to technology and materials that are available through the SC Works delivery system; providing reasonable accommodations for individuals with disabilities; making reasonable modifications to policies, practices, and procedures where necessary to avoid discrimination against persons with disabilities; administering programs in the most integrated setting appropriate; communicating with persons with disabilities as effectively as with others; and the use of appropriate auxiliary aids and services, including assistive technology devices and services, where necessary to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, the program or activity. All SC Works centers must be physically and programmatically accessible to individuals with disabilities.

The Parties agree SC Works centers must comply with applicable nondiscrimination requirements, as set forth in 29 CFR Part 38.9 and Title VI of the Civil Rights Act of 1964, to ensure individuals are not excluded on the basis of National Origin. As such, the Parties agree to take reasonable steps to ensure meaningful access to each limited English proficient (LEP) individual served or encountered so that they are effectively informed of and able to participate in the services and programs provided. Reasonable steps may include, but are not limited to, an assessment of language assistance needs, providing oral interpretation, providing written translation of materials, and outreach to LEP communities.

### **Certification**

The Parties agree to cooperate and participate in the achievement of Certification of the local SC Works System. LWDBs will use the State issued certification standards to assess and certify SC Works centers. The criteria will evaluate the SC Works centers and SC Works delivery system for effectiveness, including customer satisfaction, physical and programmatic accessibility, and continuous improvement. Evaluations of effectiveness will include how well the SC Works center integrates available services for participants and businesses, meets the workforce development needs of participants and local employers, operates in a cost-efficient manner, coordinates services among the SC Works partner programs, and provides maximum access to partner program services even outside regular business hours. These evaluations will include criteria evaluating how well the centers and delivery systems take actions to comply with the disability-related regulations implementing WIOA. All Parties must work together to establish processes and services to achieve and maintain the required certification.

### **Center Management**

The Center Manager is responsible for the day-to-day operation of the identified facilities. The Center Manager will coordinate with Parties to ensure staff is scheduled appropriately within the Center, respond



to questions of an operational nature, manage the facilities, coordinate the Sharing of Resources, coordinate staffing with all center partners to ensure customers are timely greeted and directed to appropriate SC Works center staff for assistance upon entering SC Works centers, and will be the primary point of contact for SC Works Certification Standards, and other related issues. The LWDB will seek agreement from all Parties to the Front Desk Addendum if the Parties choose to cost share a front desk staff person in the comprehensive center.

The Operator agrees that partner staff will have access to their assigned work areas during standard business hours during the work week and during extended work hours, including weekend hours if necessary, as special projects, information technology maintenance, extraordinary circumstances or workload may require. The Operator agrees to timely notify, by email, all partner staff of center closings, including the Agreement Managers for all Parties listed in the Agreement Management section below.

Use the Table below to clarify the LWDB expectations for center closings related to weather and holidays:

Weather Closings	
<input checked="" type="checkbox"/> The LWDB closes centers based on the county announcement for weather closures.	<input type="checkbox"/> The LWDB closes centers based on an alternate determination method.
Alternate Weather Closure Method	
<i>[Briefly describe how the LWDB determines when to close SC Works centers for weather and how staff are notified of center closures due to weather.]</i>	
Holiday Closings	
<input checked="" type="checkbox"/> The LWDB closes centers based on the State holiday schedule*.	<input type="checkbox"/> The LWDB closes centers based on an alternate holiday schedule.
Alternate Holiday Schedule – This section indicates holidays that vary from the State holiday schedule.	
Additional Holidays	Omitted Holidays

\*For a complete list of SC state holidays, refer to the SC Department of Administration holiday calendar available here: <https://www.admin.sc.gov/services/state-human-resources/benefits-leave/holiday-leave>.

### Eligibility

Each Partner shall be independently responsible for determining eligibility for their respective programs.

### Staff Management

- a. Each partner shall be responsible for providing the direct supervision and control of its staff in such matters as selection and hiring decisions, personnel planning and evaluation, salary and benefits and other matters directly pertaining to an employer-employee relationship. Each Partner will facilitate cross training opportunities and cooperative staffing arrangements within the Centers, as appropriate.
- b. Regardless of role or position, all staff within the SC Works system is expected to behave in a manner that maintains a civil workplace environment, free of harassment and intimidation. Management bears a responsibility to ensure that respectful behaviors are exhibited at all times and to address those which are not in accordance with **Attachment D, SC Works Civility Policy**.

## **Dispute Resolution**

All SC Works system staff and management have a responsibility to act in good faith towards maintaining a culture of inclusion, dignity, and understanding for all stakeholders in the workforce system. Disputes should be addressed using approaches that facilitate clear communication and respectful interactions that lead to mutually acceptable solutions. For disputes that cannot be resolved informally, the following mediation/resolution process shall be followed.

1. Should informal efforts fail, the authorized signatory official of the WIOA local grant recipient, or designee, and the executive director(s) of the partner(s), or designee(s), shall meet to mediate and resolve the situation.
2. Should these efforts fail, the situation shall be referred to the chair of the LWDB who shall designate an ad hoc committee to mediate with the parties involved to resolve the situation.
3. Should local efforts fail, and/or situations reoccur, either party may send a written request to the State Workforce Development Board (SWDB) regarding mediation.
4. The Chair will designate the Executive Committee or an ad hoc committee of at least five SWDB members to mediate with the parties involved and attempt to resolve the dispute.
5. The SWDB will hear the dispute and provide a recommendation within 60 days.
6. The parties will be notified in writing of the SWDB recommendation within 20 days.

## **Modification and Assignment**

This MOU may be modified at any time by written mutual agreement of the parties involved. Oral modifications shall have no effect. Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties. If any provision of this agreement is found to be unenforceable for any reason, all remaining provisions shall remain in full force and effect.

## **Termination**

Withdrawal from the agreement requires ninety (90) calendar days written notice to the LWDB who is then responsible for notifying all other Parties in the agreement. In accordance with WIOA, required Parties are not permitted to withdraw from the agreement. Furthermore, upon the withdrawal of any non-required partner, the future costs associated with this agreement shall be reallocated among the remaining Parties, and this agreement shall be modified in writing, accordingly.

## **Oversight**

The Midlands Workforce Development Board will set the vision and goals for the workforce system and will assist Parties in continuously improving the system. The Parties will be responsible for cooperating with the SC Works Operator in coordinating delivery of services in the SC Works system. Parties will share joint responsibility for providing leadership in the design and delivery of shared processes or services offered by the Parties. The LWDB and the State Administrative Entity will evaluate SC Works operations and system performance to recommend new policies and changes to current policy for the operation of the SC Works system.

## **SC Works Partner Meetings**

The Parties will meet no less than once quarterly to develop, implement and refine processes and documentation to achieve and maintain SC Works certification; to discuss operational and customer service issues; to address other matters necessary for the success of the SC Works system. Meeting invitations should be sent to all appropriate partner staff, including Agreement Managers. Standing and ad hoc committees may be formed to address on-going and special issues and to maximize the participation in the operation and certification of the SC Works centers.

### **System Integration and Referral**

The Parties will promote system integration to the maximum extent feasible through the cross training of staff, use of common and/or linked information systems and participation in a continuous improvement process designed to improve processes and increase outcomes and customer satisfaction. A key responsibility of each partner is effective referral of customers to the appropriate partner for services. This shall be done in a manner that reduces duplication, promotes a “no wrong door” policy, and ensures tracking of referrals to build accountability. Please see **Attachment C** for referral process and forms.

### **Confidentiality**

- a. All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records and unemployment insurance information, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR 361.38, as well as any State and local laws. Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable laws.
- b. Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable laws, including ensuring that Confidentiality Agreements with DEW are executed and maintained by active system users. Each Party expressly agrees to take measures to provide that no PII or other personal or confidential information is accessible by unauthorized individuals.
- c. Customer information, on employers and job seekers, will be shared in accordance with separate partner confidentiality agreements. Parties agree that confidentiality of customer information will be maintained at all times. Parties agree to safeguard and protect PII and other personal or confidential information pursuant to applicable Federal and State law, and 2 CFR 200.79. Parties with access to unemployment insurance information from DEW must maintain these records pursuant to S.C. Code Ann. §§ 41-29-150 through 170, 20 CFR Part 603, and IRS Publication 1075, which require that certain DEW data be kept confidential. These requirements survive the duration of this agreement.
- d. With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. 1232g and 34 CFR Part 99.
- e. With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

### **Grants Management**

Each Partner will be responsible for managing funds and activities under their control. Grant administration, including grant management, fiscal activities, evaluation/reporting, and overall coordination activities will be the responsibility of individual Parties.

### **Compliance**

Each Partner shall be responsible for ensuring that its activities are in compliance with their respective authorizing legislation and all regulations, policies and procedures set forth by the Federal or state government.

### **Liability Insurance**

- ~~Each partner ensures that it will secure and maintain general tort liability insurance through an authorized carrier in at least the amount in South Carolina Code 15-78-120 of the South Carolina Tort Claims Act.~~ Any liability of the Partner or any claims, damages, losses or cost arising out of or related acts performed by the Parties, or their agents, under this agreement shall be governed by the South Carolina Tort Claims Act 15-78-10, et seq. Each party hereto shall be liable for its own acts and omissions, and the acts and omissions of its employees, agents and officers, and nothing herein shall impute or transfer liability to the LWDB or any other party.

### **Severability**

If any provision of this document is held invalid, the remainder shall not be affected thereby and shall remain in force. Similarly, should any Party withdraw, modify, assign or terminate its participation in this MOU, it shall remain binding and in full force and effect with respect to other remaining parties.

### **Assurances and Certifications:**

1. The Parties will ensure that no person shall be discriminated against in consideration for or receipt of employment and training services or staff position on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief. Each participant shall have recourse through the appropriate complaint procedure.
2. The Parties will strictly adhere to all Federal, State, and Local laws that pertain to Employment and Training, including Minor Labor and Civil Rights Laws.
3. It is expressly understood and agreed by the Parties that employees performing work within the SC Works system remain at all times employees of their respective agencies.
4. No funds utilized in conducting activities under this agreement shall be used to promote religious or anti-religious activities, or used for lobbying activities in violation of 18 U.S.C. 1913, or used for political activities in violation of 5 U.S.C. 1501 to 1508.
5. Each member of the Parties assures that it is an equal opportunity employer and is aware of and shall comply with Equal Opportunity (EO) provisions as mandated by state and Federal statutes and regulations.
6. The Parties will not expose employees or customers to surroundings or working conditions which are unsanitary, hazardous, or dangerous. SC Works centers will be operated in accordance with reasonable safety practices.
7. The Parties will each comply with provisions of 41 U.S.C. § 702 in providing a drug-free workplace.

## INFRASTRUCTURE FUNDING AGREEMENT (IFA)

The Infrastructure Funding Agreement (IFA) and budget establishes a plan to fund the services and operating costs of the Midlands LWDA. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the Midlands LWDA's high-standard SC Works network. Cost allocation among Parties shall meet WIOA regulations, Federal Uniform Guidance, including the partner program's authorizing law and implementing regulations, and state rules, policies and guidelines. The SC Works system is a work in progress and its costs and the Parties' resource contributions are based on projections only and may need to be adjusted from time to time to most accurately reflect actual costs and contributions. The IFA is a component of the MOU and will be negotiated and modified annually.

The Midlands LWDA has the following SC Works Centers that are designed to provide a full range of assistance to job seekers and businesses:

Midlands SC Works Center (Comprehensive)	
Jennifer Bazer, Project Director	(803) 978-0201
700 Taylor Street Columbia 29201	Jennifer.bazer@equusworks.org
Monday-Friday 8:00 am – 5:00 pm	www.SCWorksMidlands.org

Lexington SC Works Center (Affiliate)	
Jennifer Bazer, Project Director	(803) 978-0201
631 Main Street West Columbia 29170	Jennifer.bazer@equusworks.org
Monday-Friday 8:30 am – 5:00 pm	www.SCWorksMidlands.org

Winnsboro SC Works Center (Comprehensive)	
Jennifer Bazer, Project Director	(803) 978-0201
96 Hwy 321 Bypass S Winnsboro 29180	Jennifer.bazer@equusworks.org
Monday-Friday 9:00 am – 5:00 pm	www.SCWorksMidlands.org

Each partner agrees to provide the resources necessary to fund their proportionate share of the costs as contained in **Attachment E, Shared Operating Budget**. The IFA should include, but is not limited to the following infrastructure cost items:

- Lease/Rent
- Utilities
- Landscaping
- Janitorial and cleaning maintenance
- Building maintenance and repairs
- HVAC maintenance
- Equipment rental expenses
- Security System
- Pest Control
- Supplies (public access and common spaces only)

The Parties may also share other costs that support the operations of the centers, as well as the costs of shared services that are authorized for and may be commonly provided through the SC Works partner programs to any individual, such as initial intake, assessment of needs, identification of appropriate services



to meet such needs, evaluation of basic skills, referrals to other partners, and business services. The Parties have agreed to cost share in the following additional shared services and estimated costs as listed below and in the attached Shared Operating Budget. Final costs for all agreed upon additional shared services will be presented and approved by the Parties prior to actual purchase or procurement of services. Failure to do so may result in disputed charges and a refusal to submit payment.

Agreed upon Additional Shared Services Est. Cost	Description
Internet & Phone usage, if needed by partner	Access to internet & phone for staff use in the Center
Printing & Copying usage, if needed by partner	Access to printing & copying for staff use in the Center
VR Career Exploration headsets, if desired by partner	VR headsets to be used with job seekers for career exploration and career pathways

Infrastructure costs and agreed upon additional shared operating and/or services costs will be shared in accordance with this agreement, including the Parties identified in **Attachment E: Shared Operating Budget**. Changes to the list of financially contributing partners included in the budget will result in changes to the allocations for the remaining partners. Therefore, any changes to the partners included in the budget must be submitted to all Parties of this agreement in the form of a written addendum, including the revised staffing roster and revised budget, to ensure fiduciary responsibility. Failure to adhere to this standard may result in disputed proportionate share amounts and failure to remit payment amounts above that which are included in the original agreement.

Prior to committing to a contractual and/or financial obligation of any kind that would involve payment from a financially contributing partner, the Parties must consult with and obtain approval from the contributing partner(s). Each entity has its own procurement process and is responsible for ensuring that quotes for services are solicited and evaluated according to the appropriate procurement process. Failure by any party to adhere to this standard may result in disputed charges and a refusal to remit payment. Additionally, the Midlands LWDB/fiscal agent may not enter into a lease agreement to move offices that include partner staff without consulting with the Parties contributing to infrastructure funding prior to the execution of a lease agreement. Once the Parties have agreed in writing to their estimated/projected portion of the facility costs and that the space will work for their program services, an addendum to this agreement reflecting the move and any related changes must be executed **prior to the move**. Routine costs incurred during the month of the relocation will be prorated by all Parties.

**Facility Costs** - Facility costs are defined as those actual costs related to the facility use, maintenance and operation of the SC Works centers. These costs include payment of utilities, lease/rent, and security. Facility costs shall be borne by those Parties who deliver services through the SC Works Centers in the **Midlands** region.

**Maintenance Costs** - Maintenance costs include the following unless otherwise noted: landscaping, janitorial/cleaning maintenance, routine building maintenance and repairs, including HVAC maintenance, and pest control.

- a. Contractor costs, particularly those involved in, but not limited to, building repairs or improvements, should be mutually agreed upon by all financially contributing Parties. Each entity has its own procurement process and is responsible for ensuring that quotes for service are solicited and evaluated according to the appropriate procurement process. Once a need has been determined, the Facility Host designee is responsible for advising the non-Host partner(s) of the

need, securing contractor quotes and submitting this detail for review to pertinent parties. Maintenance costs must be agreed upon by all parties prior to the execution of work.

- b. Facility hosts with capital improvement needs of any nature must address those needs independent of this agreement and budget. Such repairs could be unresolved ADA modifications, roof repairs, HVAC replacement, etc. Capital improvement shall be the sole financial responsibility of the facility host. However, maintenance and repairs occurring from daily operations will be shared proportionately utilizing the agreed upon cost sharing methodology.

**Supplies** - Supply costs are those related to individual staff in performing their respective job duties and those related to the supply of items needed for public access (i.e. resource room) and common/shared spaces (i.e. restrooms) in each Center. Parties will purchase all staff supplies needed, including business cards, for their staff through the appropriate partner manager. The only shared supply costs will be those specifically related to public access and common/shared spaces as purchased by the Operator. These costs should be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs located in the Center in accordance with this agreement.

**Equipment Costs** - Equipment costs are those related to the use of rented equipment, such as Xerox machines, etc. (including paper and ink for the machine). Partner staff will be responsible for providing the necessary equipment for their staff and will share in the cost of public access equipment only, as provided by the LWDB and/or Operator, and used only by Center customers. These costs should be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs located in the Center in accordance with this agreement.

Center/Location	Number and Type of Public Access Equipment ( <i>not including PCs</i> )
SC Works Center (Columbia)	1 Resource Room printer (managed print) 1 Staff Use Copier/Printer (optional for shared cost among partners)
SC Works Center (Lexington)	1 Resource Room printer (managed print) 1 Staff Use Copier/Printer (optional for shared cost among partners)
SC Works Center (Fairfield)	1 Resource Room printer

**Access to equipment** - Partner staff shall be granted access to all partner equipment in all SC Works facilities, including network closets. The partners agree that all Parties will be granted access to any other properties to verify ownership through the state property system. If equipment is found on the state property inventory list, the Parties agree to return the equipment for off-boarding, transfer, and return to ensure proper handling as required by IRS regulations property ownership and resolution of any depreciated value of the equipment.

**Public Access Computers** – The Parties agree to share in the cost of public access PCs (i.e. necessary and reasonable in-scope costs of resource rooms and **shared** computer labs). The public access IT costs should be reconciled and invoiced to Parties quarterly and will be shared proportionately across all programs in accordance with this agreement. As part of reconciling IT costs, the Parties will be provided a copy of all current IT service provider contracts and/or work orders and any forthcoming modifications.

<i>Midlands SC Works Center</i>	Public Access PCs	Training Lab PCs	PCs used by Staff	*Total PCs
<b>Number of PCs</b>	26	39	24	89

<b>Lexington SC Works Center</b>	Public Access PCs	Training Lab PCs	PCs used by Staff	*Total PCs
<b>Number of PCs</b>	20	15	0	35
<b>Winnsboro SC Works Center</b>	Public Access PCs	Training Lab PCs	PCs used by Staff	*Total PCs
<b>Number of PCs</b>	11	0	0	11

**Shared Network Access** - In a facility where partner staff presence is minimal, the Parties may request the County/COG/Operator on behalf of the LWDB provide IT services for their staff or through a VPN tunnel. A VPN tunnel allows for a “shared” internet connection to be divided into separately managed connections. This method maintains administrative control of partner connections and equipment without interfering with the County/COG and/or the Operator’s own network management. Any requests for shared services or access of this type will be negotiated between the applicable entity’s IT service provider and the partner. Once agreement has been reached and/or a VPN connection is established and in use by partner staff, any changes in IT services affecting such connection are prohibited without prior notification to the affected partner.

**Telephone** – When partners provide and maintain telephones (either VoIP or analog) for their staff, phone costs are not shared. In offices where a partner’s presence is minimal, or where the County/COG and/or the Operator is providing phone service, the COG/County and/or the Operator may bill a partner for their proportionate share of monthly billing by the telephone service provider. In cases where a telephone cannot be provided or supported by either party, partners may choose to provide or request alternate communication methods as needed on a case by case basis.

**Cost Allocation and Proportionate Share** - WIOA and its related regulations and guidance establish, as a starting point, the expectation that Parties will share proportionately in the infrastructure and shared services cost of the SC Works system. Therefore, the Parties agree that costs will be shared based on the Full-time Equivalency (FTE) model. Shared costs will be allocated on the basis of a partner’s number of staff assigned to work in a facility (enjoying the benefits of being in the building) on a weekly basis and counted proportionately by day as defined below:

- **One Day - .20** (20% of a work week)
- **Two Days - .40** (40% of a work week)
- **Three Days - .60** (60% of a work week)
- **Four Days - .80** (80% of a work week)
- **Five Days - 1** (100% of a work week)

Staff assigned to work only “half-days” in a facility on a weekly basis will be counted proportionately as defined below:

- **One Day - .10** (half of 20% of a work week)
- **Two Days - .20** (half of 40% of a work week)
- **Three Days - .30** (half of 60% of a work week)

- **Four Days - .40** (half of 80% of a work week)
- **Five Days - .50** (half of 100% of a work week)

Affiliate locations where services are provided only on a monthly basis will not be included in the proportionate share.

*Staffing Roster.* Staffing levels will determine the proportionate share percentage of infrastructure and additional shared services costs for which each Partner will be responsible for by location and program. Billing of each individual Center's costs will be based on the staff count as indicated in **Attachment F, Staffing Roster**. The roster must be completed and signed by all cost-sharing Parties with the execution of this MOU. Staff counts must be based on planned staffing levels for the duration of the PY at the time of signature. Permanent adjustments to staffing levels for the duration of the PY (outside those of routinely occurring vacancies) will require the Staffing Roster, including the effective date, to be revised and signed by all Parties. Any Party may request a new staffing roster be executed at any time based on permanent staffing changes. The staffing roster will be submitted to the Parties with invoices and supporting documentation reflecting actual expenses for payment.

*Deviations to Proportionate Share Formulas.* Any deviations or adjustments made to the proportionate share formulas will be presented in writing and agreed to by all Parties in the form of an addendum to the original agreement.

#### **Reconciliation of Shared Costs**

(For DEW-owned buildings) - SCDEW is responsible for reconciling and invoicing facility costs to the Midlands LWDA for the Midlands SC Works Center(s) within 20 days after the quarter ends. All invoices should then be submitted to the Partners by the Midlands COG/County, with invoices and supporting documentation, reflecting the actual quarterly expenses paid during the quarter, within 45 days after the quarter ends. Special reporting requirements may be instituted for the 4th quarter for the period ending June 30th, to ensure payment occurs within the correct fiscal year. Partners should remit payments to the COG/County within 45 days following the date the invoice is emailed to the Partner. Any failure to submit payments by the deadlines set forth in this agreement will be subject to the dispute resolution process outlined above. If any partner disputes any costs, they have 30 days from the receipt of the reconciliation to submit a dispute.

(For buildings leased by the LWDA) - In turn, the COG/County, in coordination with the Operator, shall be responsible for reconciling and invoicing respective Partners for costs under this agreement as it relates to the Lexington & Winnsboro SC Works Center(s). The **Midlands COG** lease-holder for the Lexington SC Works Center and in conjunction with the County-owned building housing the Winnsboro SC Works Center, is responsible for reconciling and invoicing facility costs to the Partners. All invoices should be submitted to the Partners, with invoices and supporting documentation, reflecting the actual quarterly expenses paid during the quarter, within 45 days after the quarter ends. Special reporting requirements may be instituted for the 4th quarter for the period ending June 30th, to ensure payment occurs within the correct fiscal year. Partners should remit payments to the COG within 45 days following the date the invoice is emailed to the Partner. Any failure to submit payments by the deadlines set forth in this agreement will be subject to the dispute resolution process outlined above. If any partner disputes any costs, they have 30 days from the receipt of the reconciliation to submit a dispute.

All invoices presented hereunder will be supported by a standard Excel worksheet summarization of the charges detailing, for each invoice containing shared costs, the vendor's name, the month of service covered,

the total invoice amount, the shared cost portion of the invoice, and each Partner's allocated portion of those shared costs. The Partners will mutually agree on the worksheet to be used for this purpose, and the final agreed-upon worksheet will be provided to DEW and the COG/County. The worksheets will be submitted to the Partners in Excel file format and will be accompanied by PDF copies of all vendor invoices or other documentation supporting charges listed in the worksheet. No cost-sharing invoices will be processed for payment unless they are supported by the agreed worksheet transmitted in Excel file format, and no charges will be paid unless supported by a PDF of a vendor invoice or other documentation deemed sufficient by the Partner invoiced.



### **Duration**

This MOU, including the IFA, shall be reviewed and renewed annually to ensure transparency and continuous improvements to the delivery of services and to reflect any changes in the signatory official of the LWDB, SC Works Parties, and CEOs. The fiscal year shall be duly recognized as July 1 through June 30.

### **Loss of Funds**

Infrastructure costs and any additional shared operating and/or services costs are contingent upon receipt of those funds by the partners. Any Parties may withdraw from this agreement in the event funding for the mandatory program is eliminated or the Parties are no longer responsible for the program. Such withdrawal shall be effective upon written notification to the partners of the lack of funding.



## Agreement Management

The Agreement Manager responsible for oversight and review of shared costs, as well as the monitoring of the allocation methodology and funding information for each partner is:

Midlands Workforce Dev Area	SC Commission for the Blind	Midlands Technical College
Tammy Beagen, Director	Carol Anderson, Consumer Services Director	Debbie Walker, VP Business Affairs
100 Executive Center Drive Suite 218 Columbia, SC 29210	1430 Confederate Blvd Columbia, SC 29201	Post Office Box 2408 Columbia, SC 29202
(803) 744-1670 x103	(803) 748-4788	(803) 822-3236
tbeagen@midlandsworkforce.org	<a href="mailto:Carol.Anderson@sccb.sc.gov">Carol.Anderson@sccb.sc.gov</a>	WalkerD@midlandstech.edu
Goodwill Industries of the Upstate/Midlands SC	Adult Education	Job Corps
Traci Hunter, SCSEP	Marva Coates, Pilot Program Dir	Kristen Dube, Corporate OA Manager
115 Haywood Road Greenville, SC 29607	2612 Covenant Road Columbia, SC 29204	Post Office Box 967 Bamberg, SC 29003
(864) 351-0100	(803) 251-4512	(803) 245-6300
ap@goodwillsc.org	Marva.coates@richlandone.org	Dube.Kristen@jobcorps.org
SC Dept of Employment & Workforce	SC Dept of Social Services	SC Vocational Rehabilitation
Sheleena Rios, Workforce Policy & Research Manager	Tammy James, Director Employment Services	Kelly Sieling, Field Operations Manager
Post Office Box 995 Columbia, SC 29202	Post Office Box 1520 Columbia, SC 29202	1410 Boston Avenue West Columbia, SC 29170
(803) 737-2671	(803) 898-1097	(803) 896-7047
srios@dew.sc.gov	Tamara.James@dss.sc.gov	<a href="mailto:KSieling@scvrd.net">KSieling@scvrd.net</a>
Northeastern Technical College		
Perry Johnson		
1201 Chesterfield Hwy Cheraw, SC 29520		
(843) 921-6900		
PJohnson@netc.edu		

## Authority and Signatures

The individuals signing this agreement have the authority to commit their respective organizations to the terms of this MOU and do so by signature below. Electronic signatures are authorized and strongly encouraged to ensure timely execution of the MOU. The following individual signature pages reflect the entity who is the grant recipient, administrative entity, or organization responsible for administering the funds and carrying out the specified programs and activities in the LWDA.

## Effective Date

Without regard to the date of signatures below, the Parties agree the effective date of this agreement is July 1, 2025.

## Attachments

- A: WIOA Required Services by Partner
- B: SC Works Partners and Corresponding Status
- C: Cross Referral Agreement
- D: SC Works Civility Policy
- E: Shared Operating Budget
- F: Staffing Roster

**THE MIDLANDS WORKFORCE AREA**  
**SC WORKS SYSTEM**  
**MEMORANDUM OF UNDERSTANDING**  
**PURSUANT TO THE**  
**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**Chief Elected Officials:**

Richland County Council

Chair: Jesica Mackey

*Signature*

*Date*

**THE MIDLANDS WORKFORCE AREA**  
**SC WORKS SYSTEM**  
**MEMORANDUM OF UNDERSTANDING**  
**PURSUANT TO THE**  
**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**The Midlands Workforce Development Board** is the designated entity responsible for oversight of the local SC Works delivery system including developing this MOU with the SC Works Parties, designating or certifying SC Works operators, strategic planning, and policy development.

\_\_\_\_\_  
Reginald Murphy, LWDB Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Cameron Tovey, Arbor E&T, LLC dba Equus Workforce Solutions, Inc. (OPERATOR)

Date: \_\_\_\_\_

**THE MIDLANDS WORKFORCE AREA**  
**SC WORKS SYSTEM**  
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**Central Midlands Council of Governments** is the designated local grant recipient responsible for administering the following title I WIOA programs:

- Adults;
- Dislocated Workers; and
- Youth.

\_\_\_\_\_ Date: \_\_\_\_\_  
D. Britt Poole, Executive Director

**THE MIDLANDSWORKFORCE AREA**

**SC WORKS SYSTEM**

**MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE  
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**The South Carolina Department of Employment and Workforce** is the sole entity and designated State agency responsible for administering the funds of the following:

- Employment services authorized under the Wagner-Peyser Act (29 U.S.C. 49 *et seq.*);
- Trade Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 *et seq.*);
- Jobs for Veterans State Grants programs authorized under chapter 41 of title 38, U.S.C.;
- Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law);
- Migrant and Seasonal Farmworkers (MSFW) programs; and
- Other state programs administered by the SC Department of Employment and Workforce.

\_\_\_\_\_  
William H. Floyd, III, Executive Director

Date: \_\_\_\_\_

**THE MIDLANDS WORKFORCE AREA**

**SC WORKS SYSTEM**

**MEMORANDUM OF UNDERSTANDING**

**PURSUANT TO THE**

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**The South Carolina Vocational Rehabilitation Department** is a designated agency specified under sec. 101(a) (2) of the Rehabilitation Act that is primarily concerned with vocational rehabilitation, or vocational and other rehabilitation, of individuals with disabilities in the State and is responsible for administering or supervising policy for the Vocational Rehabilitation program, authorized under title I of the Rehabilitation Act, with the exception of Vocational Rehabilitation programs for individuals who are blind which are administered by the South Carolina Commission for the Blind.

\_\_\_\_\_ Date: \_\_\_\_\_  
Felicia W. Johnson, Commissioner

**THE MIDLANDS WORKFORCE AREA**  
**SC WORKS SYSTEM**  
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**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**The South Carolina Commission for the Blind** is a designated agency specified under the Rehabilitation Act of 1973 that is primarily concerned with providing quality individualized vocational rehabilitation services, independent living services and prevention-of-blindness services to blind and visually impaired consumers leading to competitive employment and social and economic independence.

\_\_\_\_\_  
Darline Graham, Commissioner

Date: \_\_\_\_\_

**THE MIDLANDS WORKFORCE AREA**  
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**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**The South Carolina Department of Social Services** is the sole entity and designated State agency responsible for administering:

- The Temporary Assistance to Needy Families (TANF) Program authorized under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
- The Supplemental Nutrition Assistance Program (SNAP) under the provisions in the Food and Nutrition Act of 2008.

\_\_\_\_\_  
Susan Roben, Chief Financial Officer

Date: \_\_\_\_\_



**THE MIDLANDS WORKFORCE AREA**  
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**Goodwill Industries of Upstate/Midlands SC** is a designated agency for administering:

- Title V of the Older Americans Act of 1965 to carry-out part-time employment in community services activities for individuals 55 and older.
- DOL funded Pathway Home 2 grant to provide eligible, incarcerated individuals in state correctional facilities or local or county jails with workforce services prior to release and continue services after release by transitioning participants into reentry programs.
- DOL funded Young Adult Reentry Program (YARP) Ignite 2.0 to provide education and training services that improve the employment outcomes of young adults who are involved in the criminal justice system and/or who left high school prior to graduation to develop the capacity of community colleges to meet the needs of young adults with justice system involvement.

\_\_\_\_\_

**Date:** \_\_\_\_\_

Tiffany Foster, Director of Community Development

**THE MIDLANDS WORKFORCE AREA**  
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**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**Fairfield Adult Education** is a designated agency specified under WIOA Title III for Adult Education and Literacy Activities.

\_\_\_\_\_  
Jamie Brunson, Director

Date: \_\_\_\_\_

**THE MIDLANDS WORKFORCE AREA**  
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**PURSUANT TO THE**  
**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**Lexington One School District Adult Education** is a designated agency specified under WIOA Title III for Adult Education and Literacy Activities.

\_\_\_\_\_  
Brian Barrineau, Director

Date: \_\_\_\_\_

**THE MIDLANDS WORKFORCE AREA**  
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**Lexington School Districts Two and Four Adult Education** is a designated agency specified under WIOA Title III for Adult Education and Literacy Activities.

\_\_\_\_\_  
Mandy Domenech, Interim Director

Date: \_\_\_\_\_

**THE MIDLANDS WORKFORCE AREA**  
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**Lexington School District Three Adult Education** is a designated agency specified under WIOA Title III for Adult Education and Literacy Activities.

\_\_\_\_\_  
Randall Price, Director

Date: \_\_\_\_\_

**THE MIDLANDS WORKFORCE AREA**  
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**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**Lexington/Richland School District Five Adult Education** is a designated agency specified under WIOA Title III for Adult Education and Literacy Activities.

\_\_\_\_\_  
John McMillion, Director

Date: \_\_\_\_\_

**THE MIDLANDS WORKFORCE AREA**  
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**PURSUANT TO THE**  
**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**Richland School District One Adult Education** is a designated agency specified under WIOA Title III for Adult Education and Literacy Activities.

\_\_\_\_\_  
Marva Coates, Director

Date: \_\_\_\_\_

**THE MIDLANDS WORKFORCE AREA**  
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**PURSUANT TO THE**  
**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**Richland School District Two Adult Education** is a designated agency specified under WIOA Title III for Adult Education and Literacy Activities.

\_\_\_\_\_  
Bobby Cunningham, Director

Date: \_\_\_\_\_



**THE MIDLANDS WORKFORCE AREA**  
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**Bamberg Job Corps Center** is a designated agency specified under WIOA Title II-C to help young people ages 16-24 improve the quality of their lives through career technical and academic training.

\_\_\_\_\_  
**KRISTEN DUBE, CORPORATE OA MANAGER**

Date: \_\_\_\_\_

**THE MIDLANDS WORKFORCE AREA**  
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**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**Midlands Technical College** is a designated agency specified under the Carl D Perkins Career and Technical Education Act of 2006 (CFR 2301 et seq.) to provide an increased focus on the academic achievement of career and technical education students, strengthen the connections between secondary and postsecondary education and improve state and local accountability.

\_\_\_\_\_  
**DEBBIE WALKER, VICE PRESIDENT FINANCE & ACCOUNTING**

Date: \_\_\_\_\_

**THE MIDLANDS WORKFORCE AREA**  
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**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**Wateree Community Action** is a designated agency specified under the Community Services Block Grant Act (42 U.S.C. 9001 et seq.); H.R. 803-59 to carry out employment and training activities.

\_\_\_\_\_  
**ANNETTE TUCKER, EXECUTIVE DIRECTOR**

Date: \_\_\_\_\_

**THE MIDLANDS WORKFORCE AREA**  
**SC WORKS SYSTEM**  
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**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**Aiken Barnwell Community Action** is a designated agency specified under the Community Services Block Grant Act (42 U.S.C. 9001 et seq.); H.R. 803-59 to carry out employment and training activities.

\_\_\_\_\_  
**GEORGE ANDERSON, EXECUTIVE DIRECTOR**

Date: \_\_\_\_\_

**THE MIDLANDS WORKFORCE AREA**  
**SC WORKS SYSTEM**  
**MEMORANDUM OF UNDERSTANDING**  
**PURSUANT TO THE**  
**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**Carolina Community Action** is a designated agency specified under the Community Services Block Grant Act (42 U.S.C. 9001 et seq.); H.R. 803-59 to carry out employment and training activities.

\_\_\_\_\_  
**KAREN BRACKETT BROWNING, EXECUTIVE DIRECTOR**

Date: \_\_\_\_\_

**THE MIDLANDS WORKFORCE AREA**  
**SC WORKS SYSTEM**  
**MEMORANDUM OF UNDERSTANDING**  
**PURSUANT TO THE**  
**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**The Northeastern Technical College** is a specified agency responsible for administering the funds of the following:

- Migrant and Seasonal Farmworkers (MSFW) programs

\_\_\_\_\_  
**DR. KYLE WAGNER, PRESIDENT & CEO**

Date: \_\_\_\_\_

# MOU Attachment A: WIOA REQUIRED SERVICES

REQUIRED PARTNERS	Eligibility Deters.	Outreach & Orientation	Skills Assessments	Labor Exchange	Partner Referrals	Provision of LMI	Provision of Performance Information	Supportive Services	UI Filing	Financial Aid Assistance	Individual Career Services	Access to Training Services	Business Services
Adult, DW, and Youth	X	X	X	X	X	X	X	X	NO	X	X	X	X
Adult Education/Family Literacy	NO	X	X	NO	X	NO	X	X	NO	X	X	X	NO
Wagner-Peyser	NO	X	X	X	X	X	NO	X	X	NO	X	NO	X
Rehab.Programs for Indiv. w/Disabilities	NO	X	X	X	X	X	N/A	X	N/A	N/A	X	X	X
Post-Sec. Career & Tech. Ed. (Perkins)	NO	X	X	X	X	X	NO	NO	NO	X	X	X	X
CSBG Employment and Training	X	X	X	NO	X	NO	NO	X	NO	X	NO	NO	NO
Native American Programs	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
HUD Employment and Training	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Job Corps	X	X	X	NO	X	X	N/A	X	NO	NO	X	X	N/A
Veterans Employment and Training	NO	X	X	X	X	X	NO	X	NO	NO	X	X	X
Migrant and Seasonal Farmworker	X	X	X	X	X	X	NO	NO	N/A	NO	X	X	X
Senior Community Svc. Employment	NO	X	X	X	X	N/A	NO	No	NO	NO	X	X	X
Trade Adjustment Assistance	X	X	X	X	X	X	NO	X	X	X	X	X	X
Unemployment Compensation	NO	NO	NO	NO	NO	NO	NO	NO	X	NO	NO	NO	NO
YouthBuild	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
TANF	NO	X	X	X	X	X	NO	X	NO	X	X	X	X
Second Chance Act	NO	X	X	X	X	X	NO	X	NO	X	X	X	X
<p><b>Eligibility Determinations:</b> Determination if an individual is eligible for WIOA Adult, DW, or Youth programs.</p> <p><b>Outreach &amp; Orientation:</b> Information on and access to services in the SC Works system.</p> <p><b>Skills Assessments:</b> Initial assessment of skill levels including literacy, numeracy, English language proficiency, and aptitudes and abilities (including skills gaps).</p> <p><b>Labor Exchange:</b> Job search and placement assistance, career counseling, and non-traditional employment information.</p> <p><b>Partner Referrals:</b> Referrals to and coordination with programs and services within the SC Works system and other workforce programs.</p> <p><b>Provision of LMI:</b> Local, regional, and national labor market statistics including: job vacancy listings, skills needed to obtain those jobs, in-demand occupations and earnings, and advancement opportunities available.</p> <p><b>Provision of Performance Information:</b> Partner specific data on how local areas are performing on accountability measures relating to the area's overall SC Works system.</p>													
<p><b>Supportive Services:</b> Information relating to the availability of supportive services, such as child care and transportation, and referrals to supportive service programs, as needed.</p> <p><b>Unemployment Insurance Filing:</b> Information and assistance regarding filing claims for unemployment compensation.</p> <p><b>Financial Aid Assistance:</b> Assistance in establishing eligibility for financial aid programs not provided under WIOA.</p> <p><b>Individualized Career Services:</b> Individualized services provided to eligible customers, such as counseling and career planning, to help the customer obtain or retain employment.</p> <p><b>Access to Training Services:</b> Access to training services such as On-the-Job training, entrepreneurial, adult education and literacy, and customized training.</p> <p><b>Business Services:</b> Employer services, such as job fairs, recruitment assistance, and incumbent worker training, are made available to local employers.</p>													

MOU ATTACHMENT B: SC WORKS PARTNERS AND WIOA STATUS

<b>SC Works Center Midlands</b> 700 Taylor St Columbia 29201	<b>SC Works Center Lex</b> 631 Main St West Cola 29170	<b>SC Works Center Winns</b> 96 Hwy 321 Bypass S Winnsboro 29180
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SC Works Partner Entity	Location	WIOA Status	Representing
SC Dept of Employ & Workforce	SC Works Midlands, Lex & Winnsboro	Required	WP, UI, TAA
SCDSS	SC Works Midlands & Lex	Required	TANF
SCDSS	SC Works Midlands & Lex	Optional	SNAP
SC Vocational Rehabilitation	SC Works Midlands & Lex	Required	VR
SC Commission for the Blind	SC Works Midlands	Required	VR
Richland 1, 2, Lex 1, 2/4, 3, Lex/Rich 5 & Fairfield Adult Education	SC Works Midlands	Required	Adult Education
Equus Workforce Solutions	SC Works Midlands & Lex	Required	WIOA
Fairfield County	SC Works Winnsboro	Required	WIOA
Midlands Technical College	SC Works Midlands	Required	Carl Perkins
Job Corps	SC Works Midlands	Required	Title I- Job Corps
Goodwill Industries	SC Works Midlands	Required	SCSEP, Second Chance Act
Northeastern Technical College	SC Works Midlands	Required	Migrant Seasonal Farmworkers



## **MOU ATTACHMENT C: CROSS REFERRAL AGREEMENT**

1. The parties agree that each partner shall receive referrals from and make referrals to the SC Works system in accordance with this Cross Referral Agreement.

- (a) Referral Definition

A referral is defined as a good faith effort by each local SC Works Partner to direct customers to the right service at the right time.

Referrals are made in SC Works Online Services (SCWOS), or if the partner does not have a SCWOS staff account, the Partner Referral Form (Attachments C-1).

Referrals between Parties will be counted when a Referral Form is received by any one partner. It will be incumbent on each partner to follow-up with referrals received from other Parties, to facilitate each partner's individual intake process.

2. Each partner will use the attached referral form or SCWOS Referral in referring individuals for services they are not able to provide. This agreement will be updated to include any necessary performance standards, tracking requirements, etc. as WIOA implementation progresses.
3. The parties agree to make discussion of the referral process (for review and enhancement) a permanent agenda item at all regularly scheduled partner meetings, to include:
  - ◇ Provide feedback on the success of cross-referral arrangements;
  - ◇ Cross-train their respective staffs;
  - ◇ Consider co-enrollment options and practices;
  - ◇ Consider the effect of cross-referrals on mutual performance expectations; and
  - ◇ Constantly improve the joint delivery of services to customers.

MOU ATTACHMENT C-1: Referral \*

(Please fill out and send with customer upon referral OR EMAIL TO APPROPRIATE PARTNER)

Date Referred: \_\_\_\_\_ Last 4 Digits of SS#: \_\_\_\_\_ Phone # \_\_\_\_\_

Customer's Name:

Last \_\_\_\_\_ First \_\_\_\_\_ MI \_\_\_\_\_

Email: \_\_\_\_\_ Alternate Contact Information: \_\_\_\_\_

REFERRED FROM:

AGENCY: \_\_\_\_\_

YOUR NAME & TITLE: \_\_\_\_\_

YOUR PHONE #: \_\_\_\_\_ YOUR EMAIL: \_\_\_\_\_

REFERRED TO:

AGENCY: \_\_\_\_\_ PROGRAM: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_

DESCRIPTION OF SERVICES YOUR CUSTOMER NEEDS:

If an Employment Assessment and/or Plan has been completed at your agency, please document and provide client with the Assessment and/or Plan to bring or take to his/her initial visit resulting from this referral. Please add any comments that will assist the "Referred To" agency in assisting this individual:

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DESCRIPTION OF WHEN, HOW, OR IF YOU NEED FEEDBACK ON THIS REFERRAL:

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FOR OFFICE USE ONLY:

DATE RECEIVED: \_\_\_\_\_ INITIALS: \_\_\_\_\_

PLEASE RETAIN COPY FOR CLIENT'S CASE FILE (SCAN)

CASE NOTE REQUIRED FOR CONTACT ATTEMPTS, APPOINTMENTS, RESULTS, ETC.

\*ALL PARTIES WITH SCWOS ACCOUNTS WILL UTILIZE THE REFERRAL SYSTEM IN SCWOS.

## **MOU ATTACHMENT D: SC WORKS CIVILITY POLICY**

Regardless of role or position, all staff within the SC Works system is expected to behave in a manner that maintains a civil workplace environment, free of harassment and intimidation. Management bears a responsibility to ensure that respectful behaviors are exhibited at all times and to address those which are not. Indeed, management should exemplify the behavior expected of all staff in maintaining a positive and productive work culture.

Respectful workplace behaviors are those that promote positivity and professionalism including, but not limited to:

- Using respectful and courteous language in all interactions;
- Questioning an individual's position on an issue politely and seeking to understand his/her position;
- Giving an individual direct, non-personal feedback and where appropriate, in a private setting;
- Not displaying a negative attitude and understanding how one's attitude can affect the work environment;
- Approaching conflict with maturity and a true desire for resolution rather than an opportunity to disagree;
- Respecting the chain of command and raising concerns to management at the appropriate time/place and with the appropriate tone; and
- Using discretion when communicating about issues that may be considered to be personal.

Inappropriate or unacceptable workplace behaviors are statements or acts that may negatively impact the work environment including, but not limited to:

- Using profane, abusive, vulgar, or harassing language;
- Berating or unnecessarily criticizing people in public;
- Gossiping;
- Deliberately embarrassing people;
- Using e-mail or text messages as a shield for rudeness or to further any other inappropriate or unacceptable workplace behaviors; and
- Addressing people in an unprofessional manner or tone.

All SC Works system staff and management have a responsibility to act in good faith towards maintaining a culture of inclusion, dignity, and understanding for all stakeholders in the workforce system. Disputes should be addressed using approaches that facilitate clear communication and respectful interactions that lead to mutually acceptable solutions. For disputes that cannot be resolved informally, the following mediation/resolution process shall be followed.

1. Should informal efforts fail, the authorized signatory official of the WIOA local grant recipient, or designee, and the executive director(s) of the partner(s), or designee(s), shall meet to mediate and resolve the situation.
2. Should these efforts fail, the situation shall be referred to the chair of the Local Workforce Development Board (LWDB) who shall designate an ad hoc committee to mediate with the parties involved to resolve the situation.
3. Should local efforts fail, and/or situations reoccur, either party may send a written request to the State Workforce Development Board (SWDB) regarding mediation.

4. The Chair will designate the Executive Committee or an ad hoc committee of at least five SWDB members to mediate with the parties involved and attempt to resolve the dispute.
5. The SWDB will hear the dispute and provide a recommendation within 60 days.
6. The parties will be notified in writing of the SWDB recommendation within 20 days.

<b>Midlands</b>				
<b>Total Local Area Operating Budget for PY25</b>				
<b>July 1, 2025 - June 30, 2026</b>				
<b>FTE Cost Allocation Methodology</b>				
<b>Infrastructure Costs</b>	<b>Columbia</b>	<b>Lexington</b>	<b>Winnsboro</b>	<b>Totals</b>
Rent	-	100,432.00	-	100,432.00
Security System	50,000.00	-	-	50,000.00
Utilities	76,000.00	9,250.00	14,500.00	99,750.00
Janitorial/Maintenance	30,000.00	16,000.00	-	46,000.00
Landscaping	18,000.00	-	-	18,000.00
General Repair	500.00	500.00	500.00	1,500.00
Pest Control	400.00	780.00	100.00	1,280.00
Depreciation (if applicable)*	27,365.00	-	-	27,365.00
Telephone (if applicable)	52.00	122.00	300.00	474.00
Public Access PC Costs	41,400.00	24,600.00	6,220.00	72,220.00
Equipment Maintenance/Rental	525.00	700.00	-	1,225.00
Common area supplies**	1,500.00	700.00	300.00	2,500.00
Other - website	500.00	-	-	500.00
Other - Front Desk Reception staff	42,900.00	-	-	42,900.00
Other - Refurbishment	-	-	-	-
<b>Total Infrastructure Costs</b>	<b>\$ 289,142.00</b>	<b>\$ 153,084.00</b>	<b>\$ 21,920.00</b>	<b>\$ 464,146.00</b>
<b>Additional Shared Services Costs</b>				
Shared Copier/Printer for staff	3,060.00	1,840.00	-	4,900.00
Phone/Internet Access for staff	9,660.00	2,940.00	-	12,600.00
VR Career Exploration headsets	10,700.00	-	-	10,700.00
<b>Total Additional Costs</b>	<b>\$ 23,420.00</b>	<b>\$ 4,780.00</b>	<b>\$ -</b>	<b>\$ 28,200.00</b>
<b>Grand Total Budget</b>	<b>\$ 492,346.00</b>			

Midlands Columbia													
Center Operating Budget for PY25													
July 1, 2025 - June 30, 2026													
FTE Cost Allocation Methodology													
Number of FT Employees	76.8	10.5	38	4.5	9	1	0.1	0.1	0.1	11	0.1	0.3	0.1
Infrastructure Costs													
Rent	\$ -												
Security System	\$ 50,000.00	6,835.94	24,739.38	2,929.69	5,659.38	651.04	65.10	65.10	7,161.46	65.10	\$ -	\$ -	\$ -
Utilities	\$ 76,000.00	10,390.63	37,604.17	4,453.13	8,906.25	989.58	98.96	98.96	10,885.42	98.96	\$ 296.88	\$ 98.96	\$ 98.96
Janitorial/Maintenance	\$ 30,000.00	4,101.56	14,943.75	1,757.61	3,515.63	390.63	39.06	39.06	4,296.88	39.06	\$ 117.19	\$ 39.06	\$ 39.06
Landscaping	\$ 18,000.00	2,460.94	8,906.25	1,054.69	2,109.38	234.38	23.44	23.44	2,578.13	23.44	\$ 70.31	\$ 23.44	\$ 23.44
General Repair	\$ 500.00	68.36	247.40	29.30	58.59	6.51	0.65	0.65	71.61	0.65	\$ 1.95	\$ 0.65	\$ 0.65
Pest Control	\$ 400.00	54.69	197.92	23.44	46.88	5.21	0.52	0.52	57.29	0.52	\$ 1.56	\$ 0.52	\$ 0.52
Depreciation (if applicable)*	\$ 27,365.00	3,741.31	13,539.97	1,603.42	3,206.84	356.32	35.63	35.63	3,919.47	35.63	\$ 106.89	\$ 35.63	\$ 35.63
Telephone (803-978-0190)	\$ 52.00	7.11	25.73	3.05	6.09	0.88	0.07	0.07	7.45	0.07	\$ 0.20	\$ 0.07	\$ 0.07
Public Access PC Costs	\$ 41,400.00	5,660.16	20,484.38	2,425.78	4,851.56	539.06	53.91	53.91	5,929.69	53.91	\$ 161.72	\$ 53.91	\$ 1,078.13
Equipment Maintenance/Rental	\$ 525.00	71.78	259.77	30.76	61.52	6.84	0.68	0.68	75.20	0.68	\$ 2.05	\$ 0.68	\$ 0.68
Common area supplies**	\$ 1,500.00	205.08	742.19	87.89	175.78	19.53	1.95	1.95	214.84	1.95	\$ 5.86	\$ 1.95	\$ 39.06
Other - website	\$ 500.00	68.36	247.40	29.30	58.59	6.51	0.65	0.65	71.61	0.65	\$ 1.95	\$ 0.65	\$ 13.02
Other - Front Desk Reception staff	\$ 42,900.00	5,865.23	21,216.56	2,513.67	5,027.34	558.59	55.86	55.86	6,144.53	55.86	\$ 167.58	\$ 55.86	\$ 1,117.19
Other/Refurbishment (Windows & Paint)													
Total Infrastructure Costs	\$ 279,729.83	\$ 39,531.13	\$ 143,065.05	\$ 16,941.91	\$ 33,883.83	\$ 3,764.87	\$ 376.49	\$ 376.49	\$ 41,413.57	\$ 376.49	\$ 1,129.46	\$ 376.49	\$ 7,529.74
Less Cash Contributions	\$ -												
Less Non-personnel In-kind Contributions	\$ 18,894.70	3,741.31	13,539.97	1,603.42	-	-	-	-	-	-	-	-	-
Balance	\$ 260,835.13	\$ 35,789.82	\$ 129,525.08	\$ 15,338.50	\$ 33,883.83	\$ 3,764.87	\$ 376.49	\$ 376.49	\$ 41,413.57	\$ 376.49	\$ 1,129.46	\$ 376.49	\$ 7,529.74
Number of FTEs cost sharing Additional Costs	0												
Additional Shared Services Costs													
Shared Copier/Printer for staff	\$ 3,060.00	-	-	-	\$ 1,197.39	\$ 133.04	-	-	\$ 1,463.48	-	-	\$ -	\$ 266.09
Phone/Internet Access for staff	\$ 9,660.00	-	-	-	\$ 3,780.00	\$ 420.00	-	-	\$ 4,620.00	-	-	\$ -	\$ 840.00
VR Career Exploration headsets	\$ 10,000.00	-	-	-	\$ 2,675.00	\$ 2,675.00	\$ 2,675.00	-	\$ 2,675.00	-	-	\$ -	\$ -
Total Additional Costs	\$ 23,420.00	-	-	-	\$ 7,652.39	\$ 3,228.04	\$ 2,675.00	-	\$ 8,758.48	-	-	\$ -	\$ 1,106.09
Less Cash Contributions	\$ -												
Less In-kind Contributions	\$ 23,420.00	-	-	-	\$ 7,652.39	\$ 3,228.04	\$ 2,675.00	-	\$ 8,758.48	-	-	\$ -	\$ 1,106.09
Balance	\$ -												
Grand Total Budget	\$ 303,149.83	\$ 39,531.13	\$ 143,065.05	\$ 16,941.91	\$ 41,536.22	\$ 6,992.91	\$ 3,051.49	\$ 376.49	\$ 50,172.05	\$ 376.49	\$ 1,129.46	\$ 376.49	\$ (1,106.09)
Less Cash Contributions	\$ -												
Less In-kind Contributions	\$ 18,894.70	3,741.31	13,539.97	1,603.42	-	-	-	-	-	-	-	-	-
Balance	\$ 18,894.70	\$ 3,741.31	\$ 13,539.97	\$ 1,603.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

\* DEN's share of depreciation cost for DEN-owned buildings is considered an in-kind contribution and should not be included under DEN programs

\*\* All staff purchase their own supplies - only resource room and common area supplies are shared

<b>Midlands - Lexington</b>								
<b>Center Operating Budget for PY25</b>								
<b>July 1, 2025 - June 30, 2026</b>								
<b>FTE Cost Allocation Methodology</b>								
<b>Number of FT Employees</b>	<b>9.1</b>	<b>1</b>	<b>1</b>	<b>4</b>	<b>1</b>	<b>0.1</b>	<b>2</b>	
<b>Lexington</b>								
<b>Infrastructure Costs</b>	<b>Total</b>	<b>WP</b>	<b>Vet</b>	<b>TANF</b>	<b>SNAP</b>	<b>VR</b>	<b>Adult Ed</b>	<b>WIOA</b>
Rent	\$ 100,432.00	11,036.48	11,036.48	44,145.93	11,036.48	1,103.65	-	22,072.97
Security System	\$ -	-	-	-	-	-	-	-
Utilities	\$ 9,250.00	1,016.48	1,016.48	4,065.93	1,016.48	101.65	-	2,032.97
Janitorial/Maintenance	\$ 16,000.00	1,758.24	1,758.24	7,032.97	1,758.24	175.82	-	3,516.48
Landscaping	\$ -	-	-	-	-	-	-	-
General Repair	\$ 500.00	54.95	54.95	219.78	54.95	5.49	-	109.89
Pest Control	\$ 780.00	85.71	85.71	342.86	85.71	8.57	-	171.43
Depreciation (if applicable)*	\$ -	-	-	-	-	-	-	-
Telephone (803-359-6131)	\$ 122.00	13.41	13.41	53.63	13.41	1.34	-	26.81
Public Access PC Costs	\$ 24,600.00	2,703.30	2,703.30	10,813.19	2,703.30	270.33	-	5,406.59
Equipment Maintenance/Rental	\$ 700.00	76.92	76.92	307.69	76.92	7.69	-	153.85
Common area supplies**	\$ 700.00	76.92	76.92	307.69	76.92	7.69	-	153.85
Other-Refurbishment(paint & floor repair)		-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-
<b>Total Infrastructure Costs</b>	<b>\$ 153,084.00</b>	<b>\$ 16,822.42</b>	<b>\$ 16,822.42</b>	<b>\$ 67,289.67</b>	<b>\$ 16,822.42</b>	<b>\$ 1,682.24</b>	<b>\$ -</b>	<b>\$ 33,644.84</b>
<b>Less Cash Contributions</b>	<b>\$ -</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Less Non-personnel In-kind Contributions</b>	<b>\$ -</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Balance</b>	<b>\$ 153,084.00</b>	<b>\$ 16,822.42</b>	<b>\$ 16,822.42</b>	<b>\$ 67,289.67</b>	<b>\$ 16,822.42</b>	<b>\$ 1,682.24</b>	<b>\$ -</b>	<b>\$ 33,644.84</b>
<b>Number of FTEs cost sharing Additional Costs</b>	<b>7</b>			<b>4</b>	<b>1</b>			<b>2</b>
<b>Additional Shared Services Costs</b>	<b>Total</b>	<b>WP</b>	<b>VET</b>	<b>TANF</b>	<b>SNAP</b>	<b>VR</b>	<b>Adult Ed</b>	<b>WIOA</b>
Shared Copier/Printer for staff	\$ 1,840.00	\$ -	\$ -	\$ 1,051.43	\$ 262.86	\$ -	\$ -	\$ 525.71
Phone/Internet Access for staff	\$ 2,940.00			\$ 1,680.00	\$ 420.00			\$ 840.00
List Allowable Cost Item Agreed To	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Additional Costs</b>	<b>\$ 4,780.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,731.43</b>	<b>\$ 682.86</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,365.71</b>
<b>Less Cash Contributions</b>	<b>\$ -</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Less In-kind Contributions</b>	<b>\$ -</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Balance</b>	<b>\$ 4,780.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,731.43</b>	<b>\$ 682.86</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,365.71</b>
<b>Grand Total Budget</b>	<b>\$ 157,864.00</b>	<b>\$ 16,822.42</b>	<b>\$ 16,822.42</b>	<b>\$ 70,021.10</b>	<b>\$ 17,505.27</b>	<b>\$ 1,682.24</b>	<b>\$ -</b>	<b>\$ 35,010.55</b>
<b>Less Cash Contributions</b>	<b>\$ -</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Less In-kind Contributions</b>	<b>\$ -</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<i>*DEW's share of depreciation cost for DEW-owned buildings is considered an in-kind contribution and should not be included under DEW programs</i>								
<i>**All staff purchase their own supplies- only resource room and common area supplies are shared</i>								

<b>Midlands - Winnsboro</b>											
<b>Center Operating Budget for PY25</b>											
<b>July 1, 2025 - June 30, 2026</b>											
<b>FTE Cost Allocation Methodology</b>											
<b>Number of FT Employees</b>	<b>4.6</b>	<b>1.6</b>									<b>3</b>
	<b>Winnsboro</b>										
<b>Infrastructure Costs</b>	<b>Total</b>	<b>WP</b>	<b>UI</b>	<b>TAA</b>	<b>MSFW</b>	<b>Vet</b>	<b>TANF</b>	<b>SNAP</b>	<b>VR</b>	<b>Adult Ed</b>	<b>WIOA</b>
Rent	\$ -	-	-	-	-	-	-	-	-	-	-
Security System	\$ -	-	-	-	-	-	-	-	-	-	-
Utilities	\$ 14,500.00	5,043.48	-	-	-	-	-	-	-	-	9,456.52
Janitorial/Maintenance	\$ -	-	-	-	-	-	-	-	-	-	-
Landscaping	\$ -	-	-	-	-	-	-	-	-	-	-
General Repair	\$ 500.00	173.91	-	-	-	-	-	-	-	-	326.09
Pest Control	\$ 100.00	34.78	-	-	-	-	-	-	-	-	65.22
Depreciation (if applicable)*	\$ -	-	-	-	-	-	-	-	-	-	-
Telephone (if applicable)	\$ 300.00	104.35	-	-	-	-	-	-	-	-	195.65
Public Access PC Costs	\$ 6,220.00	2,163.48	-	-	-	-	-	-	-	-	4,056.52
Equipment Maintenance/Rental	\$ -	-	-	-	-	-	-	-	-	-	-
Common area supplies**	\$ 300.00	104.35	-	-	-	-	-	-	-	-	195.65
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-
Other - please list	\$ -	-	-	-	-	-	-	-	-	-	-
<b>Total Infrastructure Costs</b>	<b>\$ 21,920.00</b>	<b>\$ 7,624.35</b>	<b>\$-</b>	<b>\$-</b>	<b>\$ -</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$ -</b>	<b>\$ 14,295.65</b>
<b>Less Cash Contributions</b>	<b>\$ -</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Less Non-personnel In-kind Contributions</b>	<b>\$ -</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Balance</b>	<b>\$ 21,920.00</b>	<b>\$ 7,624.35</b>	<b>\$-</b>	<b>\$-</b>	<b>\$ -</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$ -</b>	<b>\$ 14,295.65</b>
<b>Number of FTEs cost sharing Additional Costs</b>	<b>0</b>										
<b>Additional Shared Services Costs</b>	<b>Total</b>	<b>WP</b>	<b>UI</b>	<b>TAA</b>	<b>MSFW</b>	<b>VET</b>	<b>TANF</b>	<b>SNAP</b>	<b>VR</b>	<b>Adult Ed</b>	<b>WIOA</b>
List Allowable Cost Item Agreed To	\$ -	\$ -	\$-	\$-	\$ -	\$-	\$-	\$-	\$-	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$-	\$-	\$ -	\$-	\$-	\$-	\$-	\$ -	\$ -
List Allowable Cost Item Agreed To	\$ -	\$ -	\$-	\$-	\$ -	\$-	\$-	\$-	\$-	\$ -	\$ -
<b>Total Additional Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$-</b>	<b>\$-</b>	<b>\$ -</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Less Cash Contributions</b>	<b>\$ -</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Less In-kind Contributions</b>	<b>\$ -</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$-</b>	<b>\$-</b>	<b>\$ -</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Grand Total Budget</b>	<b>\$ 21,920.00</b>	<b>\$ 7,624.35</b>	<b>\$-</b>	<b>\$-</b>	<b>\$ -</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$ -</b>	<b>\$ 14,295.65</b>
<b>Less Cash Contributions</b>	<b>\$ -</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Less In-kind Contributions</b>	<b>\$ -</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$-</b>	<b>\$-</b>	<b>\$ -</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$ -</b>	<b>\$ -</b>
<i>*DEW's share of depreciation cost for DEW-owned buildings is considered an in-kind contribution and should not be included under DEW programs</i>											
<i>**All staff purchase their own supplies- only resource room and common area supplies are shared</i>											



Midlands														
Total Budget by Program for PY26														
July 1, 2025 - June 30, 2026														
FTE Cost Allocation Methodology														
Number of FT Employees	90.5	13.1	38	5.5	13	2	0.2	0.1	16	0.1	0.3	0.1	2	0.1
Total Locations														
Infrastructure Costs														
	Total	WP	UI	Vet	TANF	SNAP	VR	Adult Ed	WIOA	MTC	Goodwill	COB	Job Corps	NETC
Rent	\$ 100,432.00	11,036.48	-	11,036.48	44,145.93	11,036.48	1,103.65	-	22,072.97	-	-	-	-	-
Security System	\$ 50,000.00	6,835.94	24,739.58	2,929.69	5,859.38	651.04	65.10	65.10	7,161.46	65.10	195.31	65.10	1,302.08	65.10
Utilities	\$ 99,750.00	16,450.59	37,604.17	5,469.61	12,972.18	2,006.07	200.61	98.96	22,374.91	98.96	296.88	98.96	1,979.17	98.96
Janitorial/Maintenance	\$ 46,000.00	5,859.80	14,843.75	3,516.05	10,548.59	2,148.87	214.89	39.06	7,813.36	39.06	117.19	39.06	781.25	39.06
Landscaping	\$ 18,000.00	2,460.94	8,906.25	1,054.69	2,109.38	234.38	23.44	23.44	2,578.13	23.44	70.31	23.44	468.75	23.44
General Repair	\$ 1,500.00	297.22	247.40	84.24	278.37	61.46	6.15	0.65	507.59	0.65	1.95	0.65	13.02	0.65
Pest Control	\$ 1,280.00	175.18	197.92	109.15	389.73	90.92	9.09	0.52	293.94	0.52	1.56	0.52	10.42	0.52
Depreciation (if applicable) *	\$ 27,365.00	3,741.31	13,539.97	1,603.42	3,206.84	356.32	35.63	35.63	3,919.47	35.63	106.89	35.63	712.63	35.63
Telephone (if applicable)	\$ 474.00	124.86	25.73	16.45	59.72	14.08	1.41	0.07	229.91	0.07	0.20	0.07	1.35	0.07
Public Access P.C Costs	\$ 72,220.00	10,526.93	20,484.38	5,129.08	15,664.75	3,242.36	324.24	53.91	15,392.80	53.91	161.72	53.91	1,078.13	53.91
Equipment Maintenance/Rental	\$ 1,225.00	148.70	259.77	107.68	369.22	83.76	8.38	0.68	229.04	0.68	2.05	0.68	13.67	0.68
Common area supplies**	\$ 2,500.00	386.35	742.19	164.81	483.47	96.45	9.65	1.95	564.34	1.95	5.86	1.95	39.06	1.95
Other - website	\$ 500.00	68.36	247.40	29.30	58.59	6.51	0.65	0.65	71.61	0.65	1.95	0.65	13.02	0.65
Other - Front Desk Reception staff	\$ 42,900.00	5,865.23	21,226.56	2,513.67	5,027.34	558.59	55.86	55.86	6,144.53	55.86	167.58	55.86	1,117.19	55.86
Other-Refurbishment (windows & paint)	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Infrastructure Costs	\$ 464,146.00	\$ 63,977.90	\$ 143,065.05	\$ 33,764.33	\$ 101,173.50	\$ 20,587.29	\$ 2,058.73	\$ 376.49	\$ 89,354.06	\$ 376.49	\$ 1,129.46	\$ 376.49	\$ 7,529.74	\$ 376.49
Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
Less Non-personnel In-kind Contributions	\$ 18,884.70	3,741.31	13,539.97	1,603.42	-	-	-	-	-	-	-	-	-	-
Balance	\$ 445,261.30	\$ 60,236.59	\$ 129,525.08	\$ 32,160.91	\$ 101,173.50	\$ 20,587.29	\$ 2,058.73	\$ 376.49	\$ 89,354.06	\$ 376.49	\$ 1,129.46	\$ 376.49	\$ 7,529.74	\$ 376.49
Number of FTEs cost sharing Additional Costs	0													
Additional Shared Services Costs														
	Total	WP	UI	VET	TANF	SNAP	VR	Adult Ed	WIOA	MTC	Goodwill	COB	Job Corps	NETC
Shared Copier/Printer for staff	\$ -	-	\$ -	\$ -	\$ 2,248.82	\$ 395.90	-	-	\$ 1,989.19	-	-	-	\$ 266.09	-
Phone/Internet Access for staff	\$ -	-	\$ -	\$ -	\$ 5,460.00	\$ 840.00	\$ -	\$ -	\$ 5,460.00	\$ -	-	-	\$ 840.00	-
VR Career Exploration headsets	\$ -	-	\$ -	\$ -	\$ 2,675.00	\$ 2,675.00	\$ 2,675.00	\$ -	\$ 2,675.00	\$ -	-	-	-	-
Total Additional Costs	\$ -	\$ -	\$ -	\$ -	\$ 10,383.82	\$ 3,910.90	\$ 2,675.00	\$ -	\$ 10,124.19	\$ -	\$ -	\$ -	\$ 1,106.09	\$ -
Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
Balance	\$ -	\$ -	\$ -	\$ -	\$ 10,383.82	\$ 3,910.90	\$ 2,675.00	\$ -	\$ 10,124.19	\$ -	\$ -	\$ -	\$ 1,106.09	\$ -
Grand Total Budget	\$ 464,146.00	\$ 63,977.90	\$ 143,065.05	\$ 33,764.33	\$ 111,557.32	\$ 24,498.19	\$ 4,733.73	\$ 376.49	\$ 99,478.25	\$ 376.49	\$ 1,129.46	\$ 376.49	\$ 8,635.83	\$ 376.49
Less Cash Contributions	\$ -	-	-	-	-	-	-	-	-	-	-	-	-	-
Less In-kind Contributions	\$ 18,884.70	3,741.31	13,539.97	1,603.42	-	-	-	-	-	-	-	-	-	-
Balance	\$ 18,884.70	\$ 3,741.31	\$ 13,539.97	\$ 1,603.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
*DEW's share of depreciation cost for DEW-owned buildings is considered an in-kind contribution and should not be included under DEW programs														
**All staff purchase their own supplies- only resource room and common area supplies are shared														

ATTACHMENT F: STAFFING ROSTER (FTE)

Date Prepared: 4/7/25

**Local Area: Midlands Workforce Development Area**  
Tammy Beagen  
100 Executive Center Drive Suite 218  
Columbia, SC 29201

**Partner: Equus Workforce Solutions**  
Jennifer Bazel  
700 Taylor Street  
Columbia, SC 29201

**Partner: Midlands Technical College**  
Debbie Walker  
Post Office Box 2408  
Columbia, SC 29202

**Partner: SC Vocational Rehabilitation**  
Kelly Stelling  
1410 Boston Avenue  
West Columbia, SC 29170

**Partner: SC Dept. of Social Services**  
Tammy James  
Post Office Box 1520  
Columbia, SC 29202-1520

**Partner: SC Commission for the Blind**  
Darline Graham  
1430 Confederate Avenue  
Columbia, SC 29201

**Partner: SC Job Corps**  
Kristen Dube  
Post Office Box 967  
Bamberg, SC 29003

**Partner: Midlands Adult Education Consortium**  
Marva Coates  
2612 Covenant Road  
Columbia, SC 29204

**Partner: Goodwill Industries**  
Traci Hunter  
115 Haywood Road  
Greenville, SC 29607

**Partner: SC Dept. of Employment & Workforce**  
Fabian Zalewa  
Post Office Box 995  
Columbia, SC 29202

**Partner: Northeastern Technical College**  
Dr. Kyle Wagner  
1201 Chesterfield Hwy  
Cheraw, SC 29520

This addendum has the following effect on SC Works partners' proportionate shares for the following locations/suites:

Comprehensive Center	Affiliate Center	Affiliate Center
SC Works Midlands 700 Taylor Street Columbia 29201	SC Works Lexington 631 Main Street West Columbia 29170	SC Works Winnsboro 96 Hwy 321 Bypass S Winnsboro 29180

	WIOA & Other Partner Funded Staff	DSS Funded Staff	VR Funded Staff	DEW Funded Staff	Adult Ed Funded Staff	Total Center Staff	Proportionate Share %
SC Works (Midlands)	12.9	10	0.2	53	0.1	76.2	WIOA-16.93%; DSS-13.12%; VR-0.26%; DEW-69.55%; AE-0.13%
SC Works (Lexington)	2.6	5	0.1	2	0	9.7	WIOA-26.80%; DSS-51.55%; VR-1.03%; DEW-20.62%
SC Works (Winnsboro)	3	0	0	1.6	0	4.6	WIOA – 65.22%; DEW – 34.78%

Reason for Addendum: Staffing levels will determine the proportionate share percentage of facility costs for which each partner will be responsible for by location. Staffing counts should be based on planned staffing levels for the duration of the PY. During the PY, should permanent staffing changes occur, a partner may submit a written request to execute a revised addendum. Any modification to the addendum must have an agreed upon effective date and be signed by all partners.

Staff Name (includes ALL Center staff)	Center and Program Assigned to Work	# of Days and/or Half-days Assigned to Work per Week (e.g., 1 day = .20; half-day = .10)
Jennifer Bazer	SC Works – Columbia (WIOA)	1
Rebecca Carruthers	SC Works – Columbia (WIOA)	1
Sabrina Branham	SC Works – Columbia (WIOA)	1
Tami Mitchell	SC Works – Columbia (WIOA)	1
Amber McMichael	SC Works- Columbia (WIOA)	0.4
Tonia Rodriguez	SC Works – Columbia (WIOA)	1
Jean Stewart	SC Works – Columbia (WIOA)	1
Tiffani Harris	SC Works – Columbia (WIOA)	1
Eryn Myers	SC Works – Columbia (WIOA)	1
Matt Coulombe	SC Works – Columbia (WIOA)	1
Vacant	SC Works – Columbia (WIOA)	1
Donald Harrell	SC Works - Columbia (Vocational Rehabilitation)	0.1
Mary Dawkins	SC Works - Columbia (Adult Education)	0.1
Rotating	SC Works – Columbia (Northeast Tech College)	0.1
Rotating	SC Works - Columbia (MTC)	0.1
Joe Katz	SC Works - Columbia (Job Corps)	1

Shay Johnson	SC Works - Columbia (Job Corps)	1
Rotating	SC Works-Columbia (Goodwill Industries -SCSEP)	0.1
Rotating	SC Works – Columbia (Goodwill Ind - Pathway)	0.1
Rotating	SC Works Cola (Goodwill Lifelaunch/Ignite 2.0)	0.1
Rotating	SC Works - Columbia (Commission for the Blind)	0.1 (4 hrs/month)
Margaret Hinson	SC Works - Columbia (DSS - TANF)	1
Rene Riley	SC Works - Columbia (DSS - TANF)	1
Shalonda Murray	SC Works - Columbia (DSS - TANF)	1
Vacancy	SC Works - Columbia (DSS - TANF)	1
Fabrianni Chaplin	SC Works - Columbia (DSS - TANF)	1
Cindy Durant	SC Works - Columbia (DSS - TANF)	1
Kevasha Collier	SC Works - Columbia (DSS - TANF)	1
Symone Flagler	SC Works - Columbia (DSS - TANF)	1
Malissa McConnell	SC Works - Columbia (DSS - SNAP)	1
Beth Baggerly	SC Works - Columbia (DSS - TANF)	1
Fabian Zalewa	Wagner-Peyser	1
David Contee	Wagner-Peyser	1
Jesus Sample	Wagner-Peyser	1
Angelique Hamilton	Wagner-Peyser	1
Portia Holt	Wagner-Peyser	1
Falasha Hammitt	Wagner-Peyser	1
Tyrone Betha	LVER	1
Yvette Striling	Wagner-Peyser	1
Ramonn Lester	LVER	1
Shaneen Johnson	DVOP	1
Lutricia Rutledge	Wagner-Peyser	1
Ashley Sims	DVOP/Wagner-Peyser	1
David Williams	DVOP	1
Erica McConnell	Wagner-Peyser	1
Charmet Hough	Wagner-Peyser	0.4
Herbertha Smalls	UI Call Center HUB	1
Lawanda Villard	UI Call Center HUB	1
Octavia Wilmore	UI Call Center HUB	1
Tiffany Barwick	UI Call Center HUB	1

<del>Erimelda Almonte</del>	UI Call Center HUB	1
<del>Fabiana Rojas</del>	UI Call Center HUB	1
<del>Jarasa Reed</del>	UI Call Center HUB	1
Christopher Dove	UI Call Center HUB	1
<del>Kalin Wilson</del>	UI Call Center HUB	1
<del>Reginald Dargan</del>	UI Call Center HUB	1
<del>Milagro Deleon</del>	UI Call Center HUB	1
Samantha Rowell	UI Call Center HUB	1
Sierra Stephens	UI Call Center HUB	1
<del>Mycale Wilson</del>	UI Call Center HUB	1
Theresa Gary	UI Call Center HUB	1
Mary Coney	UI Call Center HUB	1
Paul Shackelford	UI Call Center HUB	1
Erika Rios	UI Call Center HUB	1
Evelyn Brown	UI Call Center HUB	1
Kristi Johnson	UI Call Center HUB	1
Renee Napper-Smith	UI Call Center HUB	1
Amber Wells	UI Call Center HUB	1
<del>Lattisha Tucker</del>	UI Call Center HUB	1
Marshall Fuller	UI Call Center HUB	1
Mary Spence	UI Call Center HUB	1
<del>Sherri Bundrick</del>	UI Call Center HUB	1
<del>Dannah Williams</del>	UI Call Center HUB	1
Trina Bryant	UI Call Center HUB	1
<del>Patrick McKivern</del>	Field Service	1
<del>Joyce Driggers</del>	Field Service	1
<del>Amy Gfell</del>	Field Service	1
Kellie Peilham	Field Service	1
<del>Chanig Randle</del>	Field Service	1
Yolanda Dorsey	Field Service	1
Susie Coffey	Field Service	1
Latoya Fisher	UI RESEA	1
Julie Myers	UI RESEA	1
<del>Malaysia Boulware</del>	UI RESEA	1

Audrey Palmer	SC Works – Lexington (WIOA)	1
Amber McMichael	SC Works – Columbia (WIOA)	0.6
Felicia Garvin	SC Works – Lexington (WIOA)	1
Lakesha Armstrong	SC Works – Lexington (Vocational Rehabilitation)	0.1
Fred Savage	SC Works – Lexington (DVOP/LVER)	1
Tasha Mayes	SC Works – Lexington (WP)	1
Jennifer Jones	SC Works- Lexington (DSS-TANF)	1
Allonia Ward	SC Works- Lexington (DSS-TANF)	1
Cindy Burns	SC Works- Lexington (DSS-TANF)	1
Amanda Hamilton	SC Works – Lexington (DSS-TANF)	1
Randy Sutton	SC Works – Lexington (DSS-SNAP)	1
Latasha Wadlington	SC Works – Winstboro (WIOA)	1
Kiara Jones	SC Works – Winstboro (WIOA)	1
Ashlynn Whitener	SC Works – Winstboro (WIOA)	1
Ollie Brown	SC Works – Winstboro (Rural Outreach)	1
Charmet Hough	SC Works – Winstboro (WP)	.6
Rotating	SC Works – Winstboro (CAA)	Once/month

**Agreement Period as of this Addendum**

**Beginning Date: July 1, 2025**

**Ending Date: June 30, 2026**

*Except as hereby amended, all terms and conditions of said agreement remain unchanged and in full force and effect.*

**Approved for Local Area: Midlands**

Staff Name: Tammy Beegen

Title: Director

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Approved for Partner: SC Vocational Rehabilitation**

Staff Name: Kelly Stelling

Title: Field Operations Manager

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Approved for Operator: Equus Workforce Solutions**

Staff Name: Jennifer Bazer

Title: Project Director

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Approved for Partner: SC Commission for the Blind**

Staff Name: Darline Graham

Title: Commissioner

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Approved for Partner: SC Dept of Social Services**  
Staff Name: Tammy James  
Title: Director, Employment Services

Signature	Date
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**Approved for Partner: SC Job Corps**  
Staff Name: Kristen Dube  
Title: Center Director

Signature	Date
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**Approved for Partner: Goodwill Industries**  
Staff Name: Traci Hunter  
Title: SCSEP

Signature	Date
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**Approved for Partner: Northeastern Technical College**  
Staff Name: Dr. Kyle Wagner  
Title: President

Signature	Date
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**Approved for Partner: SC Dept of Employment & Workforce**  
Staff Name: Fabian Zalewa  
Title: Midlands Regional Manager

Signature	Date
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**Approved for Partner: Adult Education**  
Staff Name: Marva Coates  
Title: Midlands Consortium

Signature	Date
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**Approved for Partner: Midlands Technical College**  
Staff Name: Debbie Walker  
Title: VP, Finance & Accounting

Signature	Date
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## PY 2025 ADDENDUM: FRONT DESK POSITION FUNDING AND COST ALLOCATION

The SC Works system brings together a series of partner programs and entities responsible for workforce development, education, and other human resources programs to collaborate in the creation of a seamless customer-focused service delivery network that enhances access to the programs' services. In an effort to streamline the intake process by providing consistent front desk coverage in Comprehensive SC Works Centers, the Parties indicated below agree to proportionately share the cost for funding a full-time front desk position, up to \$45,000 including salary, fringe, and benefits, in all SC Works Comprehensive Centers for identified program year. The primary responsibility of this position would include the provision of consistent guidance and assistance to individuals visiting the SC Works Center. The individual will greet and direct customers to the appropriate resources and will report to the SC Works Center Operator. *The Parties reserve the ability to be involved in the selection and training process for this position.*

Below is a recommended list of essential duties and responsibilities:

- Greet customers and guests at the main entrance
- Respond to customer questions and direct them to the appropriate staff, program, or agency
- Provide customers with pertinent information related to employment services, WIOA services or other partner programs within the local SC Works system
- Provide an overview of available resource center services, employment referral opportunities, and vocational guidance and labor market information to claimants, job seekers, partners, and employers
- Assist customers with utilizing the SC Works Greeter kiosk
- Perform other duties as assigned

In accordance with State Instruction 24-07, Local Memorandum of Understanding Guidelines, required partners must use a portion of their funds to pay for costs relating to the operation of the workforce system, including infrastructure costs and additional costs. Additional costs may include other costs that support the operations of the SC Works Center as a whole, such as staffing for the front desk, if agreed to by partners. Although the local operating budget contains both infrastructure and additional costs components, only failure to reach consensus among all required partners with respect to the infrastructure cost funding will trigger the implementation of the State Funding Mechanism, as outlined in the policy referenced above. Therefore, the Parties indicated below agree to proportionately share in the cost of funding a front desk position in all Comprehensive Centers in addition to the infrastructure costs identified in Attachment E of the local PY 2025 MOU/IFA: Shared Operating Budget.

The local area, in coordination with the Operator, shall be responsible for reconciling and invoicing respective Parties to the addendum as it relates to the funding of the front desk position at the local area's Comprehensive Center(s). Charges should be included in the quarterly IFA invoice and shared proportionately using the methodology agreed to and outlined in the local PY 2025 MOU/IFA.

This addendum is effective July 1, 2025, through June 30, 2026. Infrastructure costs and any additional shared operating and/or services costs are contingent upon receipt of those funds by the partners. Any Parties may withdraw from this addendum in the event funding for the mandatory



program is eliminated or the Parties are no longer responsible for the program. Such withdrawal shall be effective upon written notification to the partners of the lack of funding. Should any Party withdraw, modify, assign, or terminate its participation in this addendum, it shall remain binding and in full force and effect with respect to other remaining Parties.

The individuals signing this addendum have the authority to commit their respective organizations to the terms of this addendum and do so by signature below:

_____ Signature SC Department of Employment and Workforce	_____ Date
_____ Signature SC Department of Social Services	_____ Date
_____ Signature SC Vocational Rehabilitation	_____ Date
_____ Signature Equus Workforce Services	_____ Date
_____ Signature Midlands Technical College	_____ Date
_____ Signature SC Commission for the Blind	_____ Date
_____ Signature Job Corps	_____ Date
_____ Signature Adult Education	_____ Date
_____ Signature Goodwill Industries	_____ Date
_____ Signature Northeastern Technical College	_____ Date

**STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. 036-25HR**

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

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding infrastructure serving the County or a project and for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “Infrastructure”);

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

WHEREAS, Core Columbia Hampton, LLC, a company previously identified as Project Catalyst (the “Company”), proposes to invest, or cause others to invest, in and develop a mixed-use commercial development project, including retail, market rate housing, and student housing project components, as well as supportive structured parking improvements (“Project”), to be located on, and comprised of, land more particularly identified in the Agreement (as hereinafter defined) (“Site”), which land is presently located in the County, and anticipates that, should its plans proceed as presently contemplated, the Project will generate a minimum of \$225,000,000 of new aggregate, taxable investment in the County;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and to amend the Park Agreement to include the Site 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 located, must consent to the expansion of the boundaries of the Park to include the Property in the Park in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, the County further desires to enter into an Infrastructure Credit Agreement with the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of

assisting in paying the costs of certain Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

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

**Section 1. Statutory Findings.** Based on representations made by the Company to the County, the County finds that the Project and the Infrastructure comprising the Project 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, authorized. The Chair of County Council ("Chair") is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park's boundaries to include the Property is complete on the adoption of this Ordinance by County Council, receipt of the consent of the City of Columbia as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property in the Park, which written notice shall include a copy of this Ordinance and identification of the Property.

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

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

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

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

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

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: May 13, 2025  
Second Reading: June 3, 2025  
Public Hearing: June 17, 2025  
Third Reading: June 17, 2025

**EXHIBIT A**  
**FORM OF INFRASTRUCTURE CREDIT AGREEMENT**

See attached.

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**INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**CORE COLUMBIA HAMPTON, LLC**

**Dated as of June 17, 2025**

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## INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, dated as of June 17, 2025 (as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof, this “Agreement”), by and among RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and Core Columbia Hampton, LLC, a company previously identified as PROJECT CATALYST, acting for itself, one or more affiliates, and/or other project investors (collectively, the “Company”; together with the County, collectively, the “Parties,” each, a “Party”).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by the Code of Laws of South Carolina 1976, as amended (the “Code”) and, particularly, Title 4, Chapter 1 of the Code, including Sections 4-1-170 and 4-1-175 thereof, and Section 4-29-68 of the Code (collectively, the “Act”), and Article VIII, Section 13(D) of the South Carolina Constitution (i) to provide credits (“Infrastructure Credits”) to investors for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or a project and for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (“Infrastructure”), all to enhance the economic development of the County; and (ii) to create, in conjunction with one or more other counties, a joint county industrial or business park (“Park”) in order to facilitate the grant of such Infrastructure Credits to such investors; and

WHEREAS, the Company has invested in, or proposes to invest, or cause others to invest, in and develop a mixed-use commercial development project, including retail, market rate housing, and student housing components, as well as supportive structured parking improvements (the “Project”) to be located on, and comprised of, land presently and more particularly described on Exhibit A attached hereto (the “Site”), which land is presently located in the County and in the City of Columbia, South Carolina (the “City”), and anticipates that, should its plans proceed as presently contemplated, the Project will generate a minimum of \$225,000,000 of new aggregate, taxable investment in the County, which investment shall include, but not be limited to, the Company’s investment in acquiring the Site and all existing real property improvements located thereon; and

WHEREAS, in accordance with Article VIII, Section 13(D) of the South Carolina Constitution and the Act, real and personal property having a *situs* in a Park is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* taxes or other fee in lieu of tax payments that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park and such resulting exemption (each, a “Fee Payment”); and

WHEREAS, Section 4-1-170(C) of the Act provides that if a Park is to include within its boundaries property which is located within the limits of a municipality, the consent of such municipality must first be obtained prior to such inclusion; and

WHEREAS, pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the Act, the County and Fairfield County, South Carolina (“Fairfield County”) have jointly developed a Park known as the I-77 Corridor Regional Industrial Park (the “I-77 Park”) by entering into that certain Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 (as may be amended, modified, or supplemented from time to time, the “Park Agreement”); and

WHEREAS, the County has determined to provide for, subject to City consent thereto, the inclusion of the Site and all other real and personal property comprising all or a portion of the Project now or hereafter located thereon within the boundaries of the I-77 Park (or a replacement or successor Park) and the maintenance of all such real and personal property within the boundaries of such Park, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Infrastructure Credits set forth in greater detail herein; and

WHEREAS, the County has determined, *inter alia*, that the Project would promote the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities therein and the citizens and residents therein due to the investment to be made, or caused to be made, by the Company and any Co-Investors (as defined herein), which contributes to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering certain Fee Payment and Park benefits, as well as the benefits of certain Infrastructure Credits as reimbursement for a portion of the costs of certain Infrastructure invested by the Company at, in, or in connection with, the Project, all as set forth in greater detail herein; and

WHEREAS, the County Council has authorized the execution and delivery of this Agreement by an Ordinance enacted by the County Council on June 17, 2025 (the "Ordinance").

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

## **ARTICLE I REPRESENTATIONS**

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

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into, execute, deliver, 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, subject to City consent thereto, approved the inclusion of the Site and all other real and personal property comprising all or a portion of the Project now or hereafter located thereon in the I-77 Park; and
- (f) Based on representations made by the Company to the County, the County has determined that the Project and the Infrastructure will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

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



(a) The Company is in good standing under the laws of Delaware, has the power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;

(b) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound;

(c) The Infrastructure Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing the Company to undertake the Project; and

(d) The Company covenants to complete any and all Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

## **ARTICLE II**

### **PROJECTIONS, COVENANTS, AND COMMITMENTS OF THE PARTIES**

**Section 2.1. *Park Covenants by the County.*** The County has included and, to the extent not so included, will include within the boundaries of the I-77 Park, and thereafter maintain within the boundaries of the I-77 Park or a successor or replacement Park thereto, the Project, including, but not limited to, the Site, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Infrastructure Credits set forth in this Agreement.

**Section 2.2. *Investment Commitment by the Company.*** The Company shall invest, or cause to be invested, in the aggregate, not less than \$225,000,000 of taxable investment in the Project ("Investment Commitment") by December 31, 2030 ("Certification Deadline"). For purposes of determining achievement of the Investment Commitment, the Company may aggregate investments made by the Company and Co-Investors at the Site. For purposes of this Agreement, "Co-Investor" shall mean the Company, any affiliate of, or related party to, the Company, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any third party acquiring a portion of the Site, whether improved or unimproved, for the purpose of making investment in the Project on such portion of the Site, any lessor of equipment or other property comprising a part of the Project (so long as such leased equipment or property are taxed in the County), any tenant of all or a portion of the Project, and any financing entity or other third party investing in, or providing funds for, the Project.

The Company shall certify achievement of the Investment Commitment to the County on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, closing statements, evidence of cleared checks or other proof of payment, wire transfer documentation, invoices, and accounting logs of the Company or any other Co-Investor, and, only with respect to the personal property portion of the Project, also any SCDOR PT-100 filed by the Company or any other Co-Investor with respect to the Project, 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, (i) the Certification Date shall not be later than, and may not be extended past, the Certification Deadline; and (ii) investment in the Project shall include, in the aggregate, taxable investment consisting of (a) capital expenditures and costs (including, but not limited to, expenditures and costs incurred for, or in connection with, land acquisition, demolition, building construction, site preparation, site improvements, infrastructure construction, other real property improvements, and personal property acquisition) and (b) soft costs (including, but not limited to, architectural fees, engineering fees, financing fees, legal fees, studies, financing costs, interest expense, developer and general contracting fees, insurance, permits and tap fees, impact fees, renting and marketing costs and project development costs) to the extent incurred by the Company or any Co-Investors.

### **Section 2.3.     *Infrastructure Credits.***

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project in accordance with the term, amount, and calculation of the Infrastructure Credit as described on Exhibit B hereto.

(b) For each tax year for which the Company is entitled to an Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual Fee Payment bill with respect to the Project net of the Infrastructure Credit set forth in **Section 2.3 (a)** ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) If the Company fails to achieve the Investment Commitment on or before the Certification Deadline, then the Company may, in the discretion of the County, be subject to the provisions set forth in Exhibit C hereto with respect to the Infrastructure Credit. In the event the County elects to enforce the provisions set forth in Exhibit C hereto with respect to the Infrastructure Credit, the County shall provide the Company written notice of such election and the County's calculation of the amount due from the Company to the County pursuant to and in accordance with Exhibit C hereto no later than ninety (90) days following the Certification Deadline. The Company shall remit such amount within ninety (90) days of receipt by the Company of such written notice.

(d) If **Section 2.1** hereof, or the granting of the Infrastructure Credits under this Agreement, is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, the County agrees to provide the Company with an incentive that is valid pursuant to such court ruling and commensurate to the nature and value of the benefits intended to be provided under this Agreement by the County, but never any greater direct cost or expense to the County than which would have been created or imposed by and through the Infrastructure Credits arrangement under this Agreement.

(e) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE 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 INFRASTRUCTURE CREDITS.

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

**Section 2.4. *Site Modifications.*** The Company or any other Co-Investor may add to, or sell, lease, or otherwise dispose of any portion of, the Site, in its sole discretion. In such event, the Company or such Co-Investor shall deliver to the County a revised Exhibit A to this Agreement or supplements to Exhibit A reflecting any such addition, disposal or removal and such revised or supplemented Exhibit A shall, effective as of the date of any such transaction, addition, disposal, or removal, be automatically made a part of this Agreement without further action or proceedings by the County.

### ARTICLE III DEFAULTS AND REMEDIES

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

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

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

(c) An abandonment of the Project; for purposes of this Agreement, “abandonment of the Project” means failure to place all or a portion of the Project in service by December 31, 2030;

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

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

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

Notwithstanding anything herein to the contrary, failure by the Company to achieve the Investment Commitment by the Certification Deadline shall not be deemed to be an Event of Default under this Agreement, but may prospectively reduce certain benefits hereunder or obligate the Company to make certain additional payments to the County, all as set forth in **Section 2.3(c)** and Exhibit C hereof.

#### **Section 3.2. *Remedies on Default.***

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

(i) terminate this Agreement; or

(ii) take whatever action at law or in equity, except for specific performance seeking commencement or completion of the Project, as may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

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

(i) bring an action for specific enforcement;

(ii) terminate this Agreement; or

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

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

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

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

## **ARTICLE IV MISCELLANEOUS**

### **Section 4.1. *Examination of Records; Confidentiality.***

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

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

**Section 4.2. *Transfers of Project Property; Assignment.*** The Company may assign or otherwise transfer any of its rights and interests in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company and/or in connection with any collateral assignment by the Company to any lender or lenders providing mortgage or similar financing to the Company or any affiliated entity of the Company

that is secured, in whole or in part, by the Site and/or the Project (or any portion thereof) are hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company. For purposes of this Agreement, "affiliated entity" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

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

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

**Section 4.5. Limitation of Liability.**

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

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

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

**Section 4.6. Indemnification Covenant.**

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability asserted, or claims made, by third parties 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 (each, a "Claim", and collectively, "Claims").

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

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

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

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

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

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
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with a copy to (does not constitute notice):	Parker Poe Adams & Bernstein LLP Attn: Ray E. Jones 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202 Phone: 803.255.8000 Fax: 803.255.8017
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if to the Company:	Core Columbia Hampton, LLC c/o CORE SPACES, LLC Attn: Doug Tichenor 1643 N Milwaukee Ave Chicago, IL 60647 Phone: 847-644-9302
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and

Core Columbia Hampton, LLC  
c/o CORE SPACES, LLC

Attn: Adam Grant  
1643 N Milwaukee Ave  
Chicago, IL 60647  
Phone: 773-969-5740

with a copy to:

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

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

**Section 4.8. *Administrative Fees.*** The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding \$8,500. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

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

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

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

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

**Section 4.13. Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument. Signature pages to this Agreement may be delivered with original signatures or by photostatic reproduction, telephonic facsimile transmission, e-mail or other electronic transmission or other similar means whereby each original signature has been reproduced (including, without limitation, .pdf or any electronic signature complying with the U.S. federal ESIGN 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.

**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 later of (i) the expiration of the Credit Term (as defined in Exhibit B attached hereto) and provision by the County to the Company of all Infrastructure Credits due to the Company under this Agreement with respect to the Credit Term or (ii) the date all amounts due and owing from the Company to the County pursuant to, and in accordance with, Section 2.3(c) hereof have been remitted to the County.

**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.

**Section 4.18. Further Proceedings.** It is intended by the Parties that any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the County without necessity of further proceedings. To the extent that additional proceedings are required by law, however, the County agrees, to the extent permitted by law, to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

**[TWO SIGNATURE PAGES FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



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

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)  
ATTEST:

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Jesica Mackey, Chair  
Richland County Council

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Anette Kyrlo, Clerk to Council  
Richland County Council

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

***[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]***

IN WITNESS WHEREOF, Core Columbia Hampton, LLC has caused this Agreement to be executed by its authorized officer, effective the day and year first above written.

**CORE COLUMBIA HAMPTON, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]*

## **EXHIBIT A**

### **SITE DESCRIPTION**

All that certain piece, parcel or lot of land containing 109,404 square feet (2.512 acres) situated in the City of Columbia, County of Richland, South Carolina as shown on a plat prepared for Columbia Center, L.P. by B. P. Barber & Associates, Inc., dated November 14, 1990, and recorded in Plat Book 53, at page 2997, and being more particularly shown on said plat as having the following metes and bounds: Beginning at the point of intersection of the northwestern right-of-way line of Washington Street with the northeastern right-of-way line of Assembly Street, thence along the northeast right-of-way line of Assembly Street the following courses and distances: N19°51'03"W for a distance of 274.12 feet to a point; and N19°54'31"W for a distance of 144.96 feet to the point of intersection of said right-of-way line of Assembly Street with the southeastern right-of-way line of Hampton Street; thence cornering and running along said right-of-way line of Hampton Street N70°06'32"E for a distance of 214.31 feet to a point; thence turning and running along property of NYL-1444 Main Joint Venture S19°41'00"E for a distance of 178.90 feet to a point; thence cornering and continuing along property of NYL-1444 Main Joint Venture N69°39'19"E for a distance of 204.71 feet to a point located on the southwestern right-of-way line of Main Street the following courses and distances S19°41'00"E for a distance of 9.35 feet to a point and S19°58'40"E for a distance of 126.71 feet to a point; thence turning and running along a twelve story office building owned by MS Joint Venture S70°08'34"W for a distance of 156.85 feet to a point; thence continuing S70°08'34"W for a distance of 10 feet along property owned by The Most Worshipful Prince Hall Grand Lodge of Free and Accepted Masons; thence turning and running N19°38'57"W for a distance of 4.40 feet to a point; thence turning and running S69°18'34"W for a distance of 41.55 feet to a point; thence turning and running S19°38'57"E for a distance of 4.40 feet to a point; thence turning and running S68°46'44"W for a distance of 70.44 feet to a point located at the northwesternmost corner of property now of Elizabeth A. Fuller; thence turning and running S19°53'19"E for a distance of 103.77 feet to a point located on the northwestern right-of-way line of Washington Street; thence turning and running along said right-of-way line S70°09'55"W for a distance of 139.86 feet to the point of beginning. TOGETHER WITH all of Seller's right, title, and interest, if any, in and to any adjoining strips, gores, rights-of-way, streets, alleys or ways, as well as Seller's rights and interests established by that certain Agreement recorded in the Office of the Register of Deeds for Richland County in Book 322 at Page 30. TMS Numbers: 09013-04-04, 09013-04-05, 09013-04-10, 09013-04-19 and 09013-04-21.

TMS #s: R09013-04-04, R09013-04-05, R09013-04-10, R09013-04-19, R09013-04-21

**EXHIBIT B (See Section 2.3)**

**DESCRIPTION OF INFRASTRUCTURE CREDIT**

The Company shall be entitled to receive, and the County shall provide, an Infrastructure Credit against each annual Fee Payment due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Infrastructure Credit shall not exceed investment in the Infrastructure.

The Company is eligible to receive the Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project in an annual amount equal to 50% of each such Fee Payment for a period of 30 consecutive tax years, beginning with the earlier of (i) the tax year corresponding to the calendar year during which the Company provides the County with a one-time written election to commence the term of the Infrastructure Credit (*e.g.*, the provision of such an election by the Company to the County in calendar year 2027 would result with the term of the Infrastructure Credit commencing for tax year 2028), or (ii) the third (3<sup>rd</sup>) tax year for which a Fee Payment is due with respect to all, or a portion of, the Project (the "Credit Term").

**EXHIBIT C** (See Section 2.3(c))

**DESCRIPTION OF INFRASTRUCTURE CREDITS PENALTY**

If the Company fails to achieve the Investment Commitment on or before the Certification Deadline, then the Company may, in the discretion of the County, be subject to all or some of the penalty provisions set forth below, in whole, or in part:

**Repayment Amount = Total Infrastructure Credits Received x Claw Back Percentage**

**Claw Back Percentage = 100% - Investment Achievement Percentage**

**Investment Achievement Percentage = Actual Investment Achieved (based on highest level of investment in the Project on or before the Certification Deadline) / Investment Commitment [may not exceed 100%]**

In calculating the Investment Achievement Percentage, only the investment made up to the Investment Commitment will be counted.

*For example, and by way of example only, if the County has provided \$[I] in Infrastructure Credits, and \$[D] is the Actual Investment Achieved, the Repayment Amount would be calculated as follows:*

*Investment Achievement Percentage = \$[D]/\$[Investment Commitment] = [F]%*

*Claw Back Percentage = 100% - [F]% = [H]%*

*Repayment Amount = \$[I] x [H]% = \$[J]*

Notwithstanding the foregoing, the Company shall continue to be eligible for the Infrastructure Credits against each annual Fee Payment due from the Company for the then remaining tax years of the Credit Term; provided, however, that in the event that determination of the Investment Achievement Percentage results in a positive percentage figure, the initial Infrastructure Credits percentage set forth in Exhibit B of this Agreement (50%) shall be reduced for the remaining tax years of the Credit Term by a percentage equal to the Investment Achievement Percentage (e.g., for an Investment Achievement Percentage of 10%, a resulting prospective Infrastructure Credits percentage of 45%).

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. 037-24-HR

An Ordinance to raise revenue, make appropriations, and adopt Fiscal Year (FY) 2026 Annual Budget for Richland County, South Carolina; authorizing the levying of Ad Valorem property taxes which together with the prior year’s carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2025 will provide sufficient revenues for the operations of Richland County Government from July 1, 2025 through June 30, 2026 (FY 2026)

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

**SECTION 1.** The following appropriations by activity and the estimated revenue to support these appropriations, as well as other supporting documents contained in the adopted Fiscal Year 2025-2026 Annual Budget is hereby adopted, with such supporting documents being made reference to and incorporated herein by reference, as follows:

Fund	Revenue	Transfer In	Fund Balance	Total Sources	Expenditures	Transfer Out	Total Uses
General Fund							
General Fund Operating	\$237,126,117	\$8,589,123	\$4,000,000	\$249,715,240	\$228,979,685	\$19,011,831	\$247,991,516
General Fund Capital	\$0	\$0	\$6,275,685	\$6,275,685	\$7,999,409	\$0	\$7,999,409
General Fund	\$237,126,117	\$8,589,123	\$10,275,685	\$255,990,925	\$236,979,094	\$19,011,831	\$255,990,925
Special Revenue							
Victim’s Assistance	\$160,000	\$1,207,901	\$0	\$1,367,901	\$1,367,901	\$0	\$1,367,901
Tourism Development	\$1,477,000	\$0	\$0	\$1,477,000	\$1,263,428	\$213,572	\$1,477,000
Temporary Alcohol Permits	\$100,000	\$0	\$26,502	\$126,502	\$126,502	\$0	\$126,502
Emergency Telephone System	\$2,700,000	\$3,556,442	\$1,403,300	\$7,659,742	\$7,482,915	\$176,827	\$7,659,742
Fire Service	\$33,929,482	\$0	\$4,526,311	\$38,455,793	\$34,105,153	\$4,350,640	\$38,455,793
Stormwater Management	\$4,170,000	\$0	\$1,142,802	\$5,312,802	\$5,099,252	\$213,550	\$5,312,802
Conservation Commission Fund	\$1,102,000	\$143,988	\$1,936,592	\$3,182,580	\$3,135,909	\$46,671	\$3,182,580
Neighborhood Redevelopment Fund	\$1,102,000	\$0	\$0	\$1,102,000	\$1,060,496	\$41,504	\$1,102,000
Hospitality Tax	\$11,538,041	\$0	\$2,887,996	\$14,426,037	\$9,435,187	\$4,990,850	\$14,426,037
Accommodation Tax	\$690,000	\$0	\$141,258	\$831,258	\$682,400	\$148,858	\$831,258
Title IVD - Sheriff’s Fund	\$30,000	\$36,499	\$0	\$66,499	\$66,499	\$0	\$66,499
Title IV - Family Court	\$1,317,212	\$134,474	\$0	\$1,451,686	\$1,451,686	\$0	\$1,451,686
Road Maintenance Fee	\$6,635,621	\$0	\$5,263,310	\$11,898,931	\$11,341,604	\$557,327	\$11,898,931
Public Defender	\$2,309,184	\$4,817,495	\$0	\$7,126,679	\$7,126,679	\$0	\$7,126,679
Transportation Tax	\$105,917,863	\$0	\$160,000,000	\$265,917,863	\$3,126,202	\$262,791,661	\$265,917,863
Mass Transit	\$0	\$28,388,195	\$0	\$28,388,195	\$28,388,195	\$0	\$28,388,195
School Resource Officers	\$6,860,847	\$1,473,830	\$0	\$8,334,677	\$7,716,917	\$617,760	\$8,334,677
Economic Development	\$6,050,357	\$1,102,000	\$0	\$7,152,357	\$5,406,952	\$1,745,405	\$7,152,357
Affordable Housing	\$0	\$4,305,429	\$0	\$4,305,429	\$4,305,429	\$0	\$4,305,429
Child Fatality Review	\$35,000	\$0	\$0	\$35,000	\$35,000	\$0	\$35,000
Special Revenue Total	\$186,124,607	\$45,166,253	\$177,328,071	\$408,618,931	\$132,724,306	\$275,894,625	\$408,618,931
Debt Service							
General Debt Service (Current and Upcoming)	\$23,322,452	\$0	\$0	\$23,322,452	\$23,322,452	\$0	\$23,322,452
Fire Bonds 2018B 1,500,000	\$547,950	\$0	\$0	\$547,950	\$547,950	\$0	\$547,950
RFC-IP Revenue Bond 2019	\$0	\$1,601,381	\$0	\$1,601,381	\$1,601,381	\$0	\$1,601,381
Hospitality Refund 2013A B/S	\$0	\$1,490,850	\$0	\$1,490,850	\$1,490,850	\$0	\$1,490,850
East Richland Public Svc Dist.	\$809,320	\$0	\$0	\$809,320	\$809,320	\$0	\$809,320
Recreation Commission Debt Svc	\$3,067,430	\$0	\$0	\$3,067,430	\$3,067,430	\$0	\$3,067,430
Riverbanks Zoo Debt Service	\$5,506,989	\$0	\$0	\$5,506,989	\$5,506,989	\$0	\$5,506,989
School District 1 Debt Service (Current & Upcoming)	\$62,662,900	\$0	\$0	\$62,662,900	\$62,662,900	\$0	\$62,662,900
School District 2 Debt Service	\$67,172,352	\$0	\$0	\$67,172,352	\$67,172,352	\$0	\$67,172,352
Transportation Debt Service	\$0	\$14,435,500	\$0	\$14,435,500	\$14,435,500	\$0	\$14,435,500
Debt Service Total	\$163,089,393	\$17,527,731	\$0	\$180,617,124	\$180,617,124	\$0	\$180,617,124
Enterprise Funds							
Solid Waste Enterprise Fund	\$49,157,978	\$0	\$2,000,000	\$51,157,978	\$49,572,196	\$1,585,782	\$51,157,978
Richland County Utilities	\$15,906,209	\$0	\$0	\$15,906,209	\$14,326,578	\$1,579,631	\$15,906,209
Hamilton-Owens Airport Operating	\$315,000	\$0	\$470,971	\$785,971	\$735,148	\$50,823	\$785,971
Enterprise Funds Total	\$65,379,187	\$0	\$2,470,971	\$67,850,158	\$64,633,922	\$3,216,236	\$67,850,158
Millage Agencies							
Richland County Recreation Commission	\$18,812,400	\$0	\$0	\$18,812,400	\$18,812,400	\$0	\$18,812,400
Columbia Area Mental Health	\$2,941,200	\$0	\$0	\$2,941,200	\$2,941,200	\$0	\$2,941,200
Public Library	\$36,051,920	\$0	\$0	\$36,051,920	\$36,051,920	\$0	\$36,051,920
Riverbanks Zoo	\$1,522,400	\$0	\$0	\$1,522,400	\$1,522,400	\$0	\$1,522,400
Midlands Technical College	\$8,464,300	\$0	\$0	\$8,464,300	\$8,464,300	\$0	\$8,464,300
Midlands Tech Capital/Debt Service	\$4,508,000	\$0	\$0	\$4,508,000	\$4,508,000	\$0	\$4,508,000
School District One	\$273,866,034	\$0	\$0	\$273,866,034	\$273,866,034	\$0	\$273,866,034
School District Two	\$197,863,633	\$0	\$0	\$197,863,633	\$197,863,633	\$0	\$197,863,633
Millage Agencies Total	\$544,029,887	\$0	\$0	\$544,029,887	\$544,029,887	\$0	\$544,029,887
Grand Total	\$1,195,749,190	\$71,283,107	\$190,074,727	\$1,457,107,024	\$1,158,984,332	\$298,122,692	\$1,457,107,024

**SECTION 2.** Mileage rate paid to County employees shall be the same as the U.S. Federal reimbursement rate per mile for the fiscal period stated above.

**SECTION 3.** All fees previously approved by the County Council, either through budget ordinances or ordinances apart from the budget, will remain in effect unless and until the County Council votes to amend those fees.

**SECTION 4.** No County fees, excluding fees from SECTION 16, SECTION 17, and SECTION 18, based on CPI shall be adjusted on the current year inflationary adjustment (CPI) due to the small incremental change.

**SECTION 5** At fiscal year-end, any funds encumbered for capital purchases shall reflect as a designation of fund balance in the Annual Comprehensive Financial Report and shall be brought forward in the subsequent fiscal year as budgeted fund balance. This automatic re-budgeting shall not require a supplemental budget ordinance.

**SECTION 6.** Continuation grants and those with no personnel or match requests are considered approved as presented with budget adoption up to available budgeted match dollars. All other grants will require individual Council approval prior to award acceptance.

**SECTION 7.** Commensurate with budget authority, the County Administrator may approve purchases in the amount of one hundred thousand dollars (\$100,000) or less. Purchases in excess of one hundred thousand dollars (\$100,000) shall be reviewed and approved by the County Council prior to acceptance.

**SECTION 8.** All non-exclusive contracts exceeding \$100,000 and existing at the time of budget adoption shall be renewed for the subsequent fiscal year provided the following conditions exist: The services provided under the contract will continue to be required in the subsequent fiscal year; the contract was originally procured through the County's Procurement Division utilizing the competitive procurement method, where appropriate, and following all other procurement ordinances, regulations and guidelines; The contract is within a five-year period during which contracts may be renewed annually upon mutual agreement by both parties not to exceed five years; the performance of the contractor has been confirmed, in writing, by the user department and by the Manager of Procurement to be satisfactory; Budget dollars have been appropriated by the County Council to fund the contract for the subsequent fiscal year. All items included on the State contract greater than \$100,000 are considered as reviewed and approved therefore will not be required to go back to Council for additional approval.

**SECTION 9.** Designated fund balance allocated in prior years for the establishment of an emergency disaster fund, economic development fund, and an insurance reserve fund shall remain as designated, but only to the extent of available fund balance as approved by the County Administrator.

**SECTION 10.** All One-percent funds collected through established Multi-County Industrial Park agreements or the funds from the completed sale of any county-owned property in a multi-county park shall be placed in the Richland County Economic Development Fund and be immediately appropriated for the purpose of continued Economic Development. This appropriation shall not require a supplemental budget ordinance.

**SECTION 11.** Funds awarded to the Sheriff's Department through forfeiture are included as part of this ordinance and Council designates, as the governing body, that the Sheriff shall maintain these funds in accordance with Federal, State and County guidelines. All forfeited funds will be audited along with the General Fund and posted at that time.

**SECTION 12.** The County will be self-funded against tort claim liability and shall no longer carry an excess liability insurance policy. Funding shall be established through the annual automatic re-budgeting of these County funded accounts. The amount to be carried forward shall not exceed the unspent portion of the current year appropriation and shall be used only for the original intended purpose as identified in the year of appropriation. This shall increase the original appropriated budget and shall not require a separate budget amendment.

**SECTION 13.** The Sheriff and Finance Director will assess the status of fees collected through the Special Duty Program prior to the end of fiscal year 2025. All excess funds collected for the administrative cost over cost incurred shall reflect as a designation of fund balance and shall be brought forward in the following fiscal year as budgeted fund balance. This automatic re-budgeting shall not require a supplemental budget ordinance. Continuation of the Special Duty Program and associated fees shall be evaluated each year during the budget process.

**SECTION 14.** The appropriation includes the approval of the Sheriff's Department School Resource Officer Program. Funding shall be contingent upon annual approval and appropriation by County Council. At the end of each fiscal year, the Finance Director and the Sheriff will assess the status of the billing and collections for each school district as of the end of the fiscal year. Any program shortfall of collections for the fiscal year by the School District shall result in additional collection procedures inclusive of charging shortfall to the Sheriff's Department fiscal budget. All excess funds collected beyond cost of the program shall be brought forward in the subsequent budget year as a budgeted use of fund balance and made available to the Sheriff's Department to be used toward the district-specific program cost. The automatic re-budgeting shall not require a supplemental budget ordinance. Continuation of the School Resource Officer program and associated fees shall be evaluated each fiscal year during the budget process.

**SECTION 15.** All funds collected by the Sheriff's Department as a cost reimbursement from employees shall be credited back to the sheriff's budget and allowed to utilize for other operational cost.

**SECTION 16.** During its June 17, 2025 meeting, Richland County Council approved an increase in the Solid Waste rates effective July 1, 2025 (FY2026). The new rates for curbside, as approved, are as follows:

Solid Waste Rates FY2026:

- Residential Curbside \$399.46
- Backyard Pickup \$719.03

- Disability Backyard Service - \$399.46
- Commercial Curbside Service - \$798.92
- Rollcart Initial Setup Fee - \$75.00
- C&D Disposal @ Richland County Landfill-\$28.88 per ton (Waste must originate in RC)
- Yard/Land Clearing Debris/Dirt-\$28.88 per ton
- Brown Goods/Bulk Items-\$28.88 per ton
- Metal and Appliances-\$28.88 per ton
- Mattress/Box Spring – No Charge for Richland County Residents (Limit 2 per day. Mattress + box spring are 1)
- Mattress/Box Spring Commercial - \$368.56 per ton
- Tires Commercial - \$1.50 each or \$150 per ton
- Residential Tire with proper identification – No Charge (Limit 4 per day)
- Residential Electronic Waste (Up to 5 electronic items per day) – No Charge
- Commercial Electronic Waste, Landfill Only - \$1.15 per lb.
- Residential Mulch – County residents receive mulch at no charge. Resident self-load. Landfill only
- Commercial Mulch - \$14.00 per ton, Landfill only
- Residential Latex Paint, No Charge for Richland County residents. (Up to 5 cans of any size per day)
- Commercial Latex Paint - \$1.15 per lb.

**SECTION 17.** During its June 17, 2025 meeting, Richland County Council approved an increase in the Utilities’ fees for water effective July 1, 2025 (FY 2026). New fees, as approved, are as follows:

1st 1,000 gallons	\$23.00
Minimum base charge standard meter	
Fire Hydrant Fee	\$8.00
Next 8,000 gallons	\$5.65/1000 gallons
Next 10,000 gallons	\$5.29/1000 gallons
Next 11,000 gallons	\$4.98/1000 gallons
Next 30,000 gallons	\$4.69/1000 gallons
Next 60,000 gallons	\$4.69/1000 gallons

**SECTION 18.** During its June 17, 2025 meeting, Richland County Council approved an increase in the Utilities’ fees for sewer effective July 1, 2025 (FY 2026). New fees, as approved, are as follows:

Sewer Rates:  
FY2026: \$77.91

**SECTION 19. Conflicting Ordinances Repealed.** All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 20. 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 21. Effective Date.** This Ordinance shall become effective July 1, 2025.

Richland County Council

By: \_\_\_\_\_  
Jesica Mackey, Chair  
Richland County Council

Attest this 17<sup>th</sup> day of  
  
June, 2025

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

RICHLAND COUNTY ATTORNEY’S OFFICE

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

First Reading: FY 2026 – May 6, 2025  
Public Hearing: FY 2026 –May 22, 2025  
Second Reading: FY 2026 – June 5, 2025  
Third Reading: FY 2026 – June 17, 2025