

RICHLAND COUNTY
SPECIAL CALLED
AGENDA



TUESDAY FEBRUARY 13, 2024

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2024-2025



Derrek Pugh
District 2
Vice Chair



Jason Branham
District 1



Gretchen Barron
District 7



Yvonne McBride
District 3



Paul Livingston
District 4



Allison Terracio
District 5



Don Weaver
District 6



Overture Walker
District 8



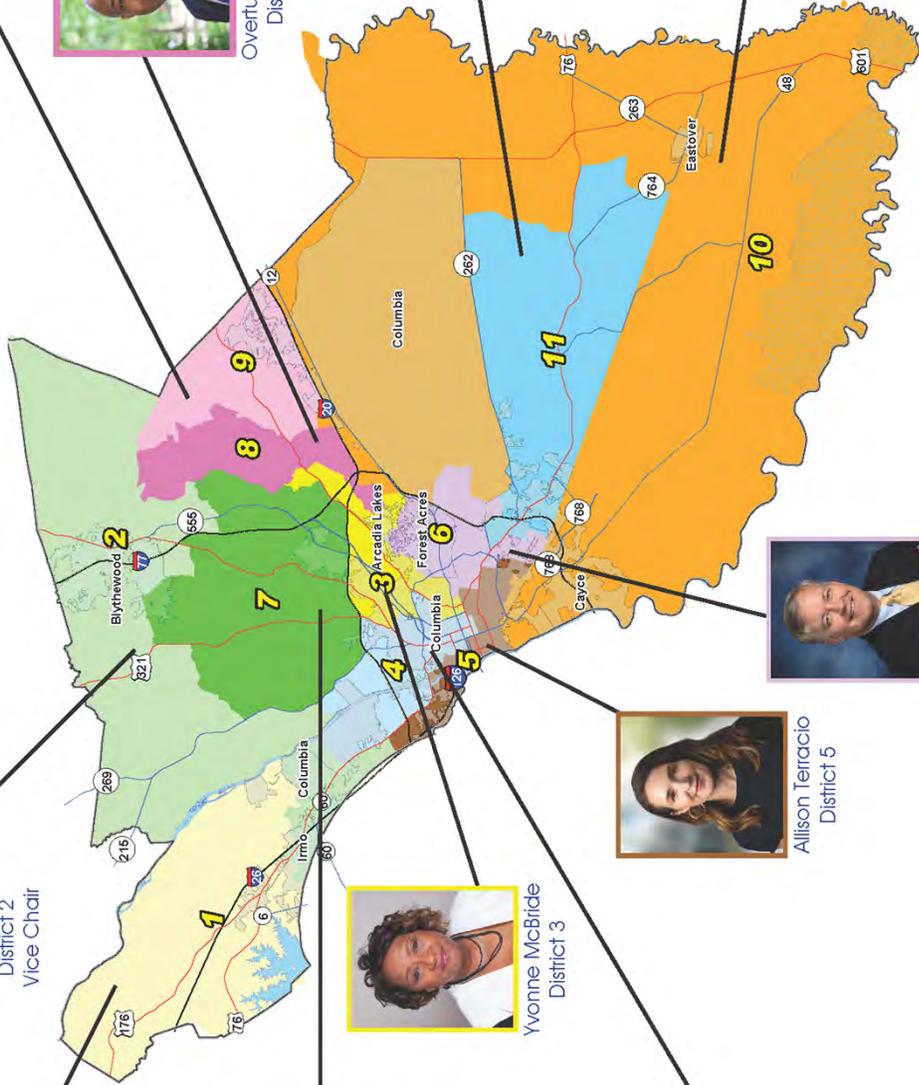
Chakisse Newton
District 11



Cheryl English
District 10



Jessica Mackey
District 9
Chair





**Richland County
Special Called**

AGENDA

February 13, 2024 06:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

1. CALL TO ORDER

The Honorable Jessica Mackey,
Chair Richland County Council

a. ROLL CALL

2. INVOCATION

The Honorable Jessica Mackey

3. PLEDGE OF ALLEGIANCE

The Honorable Jessica Mackey

4. PRESENTATION OF PROCLAMATIONS

a. A Proclamation Recognizing Benedict College's Back-to-Back Southern Intercollegiate Athletic Conference (SIAC) Championships

The Honorable Derrek Pugh
The Honorable Jason Branham
The Honorable Yvonne McBride
The Honorable Paul Livingston
The Honorable Allison Terracio
The Honorable Don Weaver
The Honorable Gretchen Barron
The Honorable Jessica Mackey
The Honorable Cheryl English
The Honorable Chakisse Newton

b. A Proclamation Honoring Coach Chennis Berry, Jr.

The Honorable Derrek Pugh
The Honorable Yvonne McBride
The Honorable Paul Livingston
The Honorable Allison Terracio
The Honorable Don Weaver
The Honorable Gretchen Barron
The Honorable Jessica Mackey
The Honorable Cheryl English
The Honorable Chakisse Newton

**c. A Proclamation Recognizing Loobert Denelus,
Southern Intercollegiate Athletic Conference (SIAC)
Defensive Player of the Year, 2022 and 2023**

The Honorable Derrek Pugh
The Honorable Yvonne McBride
The Honorable Paul Livingston
The Honorable Allison Terracio
The Honorable Don Weaver
The Honorable Gretchen Barron
The Honorable Jessica Mackey
The Honorable Cheryl English
The Honorable Chakisse Newton

- d. A Proclamation Declaring February as American Heart Month

The Honorable Gretchen Barron
The Honorable Derrek Pugh
The Honorable Yvonne McBride
The Honorable Don Weaver
The Honorable Jessica Mackey
The Honorable Cheryl English
The Honorable Chakisse Newton

5. APPROVAL OF MINUTES

The Honorable Jessica Mackey

- a. Regular Session: February 6, 2024 [PAGES 9-14]

6. ADOPTION OF AGENDA

The Honorable Jessica Mackey

7. REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

Patrick Wright,
County Attorney

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

- a. Legal Update: Transportation Road Map
- b. 1430 W. Colonial Life Boulevard Property Update
- c. Property Acquisition – 3650 Bluff Road
- d. Personnel Matter: Grievance Reviews and Recommendations

8. CITIZEN'S INPUT

The Honorable Jessica Mackey

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

9. CITIZEN'S INPUT

The Honorable Jessica Mackey

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

**10. REPORT OF THE COUNTY ADMINISTRATOR
[PAGES 15-37]**

Leonardo Brown,
County Administrator

- a. Updates for Consideration:
 - 1. 1430 W. Colonial Life Boulevard Property Update [EXECUTIVE SESSION]

2. Personnel Matter: Grievance Reviews and Recommendations [EXECUTIVE SESSION]

3. Transportation Update [EXECUTIVE SESSION]

4. Land Development Code Update

5. Comprehensive Plan Update and Draft RFQ/RFP Timeline

- b.** 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)

1. County Administrator – Property Acquisition – 3650 Bluff Road [PAGES 16-18]

2. Grants & Community Outreach – Community Development Division - Contract Approval for CDBG Public Facility Projects [PAGES 19-37]

11. REPORT OF THE CLERK OF COUNCIL

Anette Kirylo,
Clerk of Council

12. REPORT OF THE CHAIR

The Honorable Jesica Mackey

13. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Jesica Mackey

- a.** Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Earlewood Apartment Rental Properties, LLC; and other related matters

14. THIRD READING ITEMS

The Honorable Jesica Mackey

- a.** Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Earlewood Apartment Rental Properties, LLC; and other related matters [PAGES 38-63]

- b.** An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to codify the 2021 Editions of the International Residential Code, the International Building

Code, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2009 South Carolina Energy Conservation Code, and the 2020 National Electric Code (NDPA 70)

[\[PAGES 64-72\]](#)

15. REPORT OF THE STRATEGIC PLANNING AD HOC COMMITTEE

The Honorable Jesica Mackey

- a. Initiatives [\[PAGES 73-87\]](#)
- b. County Website Update
- c. Governmental Affairs

16. OTHER ITEMS

The Honorable Jesica Mackey

- a. FY24 - District 7 Hospitality Tax Allocations [\[PAGES 88-89\]](#)

1. Wiley Kennedy Foundation - \$2,000

17. EXECUTIVE SESSION

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

Patrick Wright,
County Attorney

18. MOTION PERIOD

a. I move that Elmont Drive, located in unincorporated Richland County, be renamed J.T. McLawhorn Drive, in honor of Mr. J.T. McLawhorn who has served for years as the President and Chief Executive Officer of the Columbia Urban League, a non-profit, non-partisan, interracial organization serving African-Americans and economically disadvantaged individuals and families, under whose visionary leadership the organization implemented new programs that have had a tremendous impact throughout South Carolina

The Honorable Gretchen Barron

19. ADJOURNMENT

The Honorable Jesica Mackey



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



Richland County Council
Regular Session
MINUTES
February 6, 2024 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Jesica Mackey, Chair; Derrek Pugh, Vice-Chair (via Zoom), Jason Branham, Yvonne McBride, Paul Livingston, Allison Terracio (via Zoom), Don Weaver, Gretchen Barron, Overture Walker, Cheryl English, and Chakisse Newton

OTHERS PRESENT: Michelle Onley, Aric Jensen, Leonardo Brown, Anette Kirylo, Chelsea Bennett, Lori Thomas, Stacey Hamm, Susan O’Cain, Dale Welch, Ashiya Myers, Kyle Holsclaw, Angela Weathersby, Andrew Haworth, Jennifer Wladischkin, Tamar Black, Patrick Wright, Peter Cevallos, Michael Maloney, Ashley Fullerton, Jeff Ruble, Thomas Gilbert, Judy Carter, Shirani Fuller, Harry Polis, and Quinton Epps.

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.

Ms. Mackey noted Mr. Pugh would participate via Zoom at this evening’s meeting.

2. **INVOCATION** – The Invocation was led by the Honorable Cheryl English.

3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Jesica Mackey.

POINT OF PERSONAL PRIVILEGE – Ms. English acknowledged that Ms. Anette Kirylo, Clerk to Council, became an American citizen in December 2023.

4. **PRESENTATION OF PROCLAMATIONS**

- a. A Proclamation Recognizing Chung Ho Yi – Mr. Weaver presented a proclamation to Mr. Chung Ho Yi.

POINT OF PERSONAL PRIVILEGE – Mr. Walker recognized former Councilman Jim Manning for being appointed to the Election Commission.

POINT OF PERSONAL PRIVILEGE – Ms. Mackey recognized that Chief Magistrate Valerie Stroman, Judge Donald Simons, and the Recreation Commission’s Acting Executive Director, Taurus Lewis, were in the audience.

5. **APPROVAL OF MINUTES**

- a. Regular Session: January 2, 2024 – Mr. Livingston moved to approve the minutes as distributed, seconded by Ms. Newton.

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

The vote in favor was unanimous.

6. **ADOPTION OF AGENDA** – Mr. Walker moved to adopt the agenda as published, seconded by Ms. English.

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

The vote in favor was unanimous.

7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – Mr. Patrick Wright, County Attorney, indicated the following items qualify for Executive Session under South Carolina Code section 30-4-70: (a)(2)

- a. Legal Update: Transportation Road Map

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

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

The vote in favor was unanimous.

**Council went into Executive Session at approximately 6:15 PM
and came out at approximately 6:59 PM**

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

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

The vote in favor was unanimous.

Ms. Mackey indicated no action was taken in Executive Session.

- a. Legal Update: Transportation Road Map – No action was taken.

8. **CITIZENS' INPUT**

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

9. **CITIZENS' INPUT**

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

- 1. Mr. Taurus Lewis, 7473 Parklane Road, Columbia, SC 29223 – Recreation Commission

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Updates for Consideration – There were no updates for consideration.
- b. 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)

- 1. *Richland Library – Acquisition of Edgewood Library Branch – 2101 Oak Street* – Mr. Leonardo Brown, County Administrator, stated staff recommends approval of Richland Library's acquisition of the Edgewood Library Branch.

Mr. Branham inquired if the purchase would be made with the library's current budgeted funds.

Mr. Brown responded the library had anticipated this purchase and had the funds to do so.

Mr. Livingston moved to approve Richland Library's acquisition of the Edgewood Library Branch located at 2101 Oak Street, seconded by Ms. Newton.

Ms. McBride requested additional information regarding the purchase since the Edgewood Library has already been built.

Mr. Brown indicated in July 2016, the Richland Library entered into a lease agreement with an option to purchase the property. In 2019, there was an amendment to allow the purchase. Since Richland County is the leaseholder, the library cannot purchase the property on its own.

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

The vote in favor was unanimous.

- 2. *Community Planning & Development Services – Conservation Division: Richland Owner LLC Mitigation Credit Sales* – Mr. Brown indicated staff recommends approval of the Richland Owner, LLC request to purchase 5.1 wetland credits for the construction of the Comet Richland Apartments in Richland County at a rate of \$20,000 per credit. The sale will generate \$113,687.50, which will be credited to the Transportation Penny Program.

Mr. Livingston moved to approve Richland Owner, LLC's request to purchase 5.1 wetland credits for the construction of the Comet Richland Apartments in Richland County at a rate of \$20,000 per credit, seconded by Ms. Barron.

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

The vote in favor was unanimous.

3. *Chief Magistrate – County Magistrate Offices Improvement Priority List* – Mr. Brown stated a previous version of Council communicated to staff that for the Magistrate’s Office to move forward with the decisions on the funding provided, they had to produce a priority list. Through a few iterations of Chief Magistrates, we are now at the point where a priority list is being provided. Staff is requesting approval of the priority list as proposed by Chief Magistrate Valerie Stroman for the County Magistrate facility improvements in the following order:
 - a. *Olympia Magistrate*
 - b. *Pontiac Magistrate*
 - c. *Lykesland Magistrate*
 - d. *Dentsville Magistrate*
 - e. *Waverly Magistrate*
 - f. *Eastover Magistrate*

Mr. Brown noted there was \$8M allocated to improve and/or relocate Magistrate facilities within their specific jurisdictions. The current available funding is \$7,314,149.

Mr. Walker moved to approve the priority list proposed by the Chief Magistrate for improvements and/or relocation of County Magistrate facilities in the following order: Olympia, Pontiac, Lykeland, Dentsville, Waverly, and Eastover, seconded by Ms. English.

Mr. Livingston inquired if the county leased or owned the properties listed.

Judge Simons stated all the facilities listed except the Eastover Magistrate’s Office are leased. He noted the Eastover Magistrate is in dire need of improvements.

Mr. Livingston inquired if their goal is still to own as many Magistrate facilities as possible.

Judge Simons responded that the original plan was to get all of the Magistrates out of rental properties and into county-owned facilities. He indicated the Dutch Fork Magistrate is not on the list but is also in bad shape.

Mr. Walker said it was his understanding there was a previous priority list, and the Pontiac Magistrate was #1 on the list.

Judge Simons maintained there has never been a priority list. When we initially started looking at the Magistrate’s Offices, we submitted a list, but the list changed. He indicated the Olympia Magistrate’s lease is up for renewal soon, which is why they wanted to go ahead and get them into another facility and not renew their lease. The Pontiac and Dentsville Magistrate Offices are currently being housed at Central Court.

Mr. Weaver inquired if the \$7.3M has already been allocated.

Mr. Brown responded that the funding was specifically allocated to relocate and improve the Magistrate offices.

For clarification, Mr. Weaver stated that the County will build six Magistrate facilities for \$7.3M.

Judge Simons replied the \$7.3M will not build all six facilities. We will construct as many as possible, and then they will have to come back to Council for additional funding.

Mr. Weaver said he assumed we would utilize a standard plan for the facilities and not redesign each one.

Judge Simons responded that was their plan.

Ms. Barron inquired as to how the priority list was created and ranked.

Judge Simons stated there are many different factors. One is being able to find a piece of property within the district. Another is the needs of the facilities. There was no favoritism given.

Mr. Pugh noted there are some health issues at the Dutch Fork Magistrate’s Office.

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

The vote in favor was unanimous.

Ms. Newton moved to reconsider Items 10(b)(1), 10(b)(2), and 10(b)(3), seconded by Ms. Terracio.

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

The motion for reconsideration failed.

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

12. **REPORT OF THE CHAIR**

- a. Affordable Housing Ad Hoc Committee – Ms. Mackey stated Council held its annual Strategic Planning Forum in Spartanburg a few weeks ago. A part of the discussion involved affordable housing and where the body wanted to go. From that discussion, she would like to establish an Affordable Housing Ad Hoc Committee to dive deeper into the things discussed and develop a path forward. The Clerk’s Office will email the Council members with a description of the committee. If anyone is interested in participating, please reply by February 13th.

13. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 3, Airports – No one signed up to speak.
- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 18, Offenses, by amending Section 18-4, Unsafe and Noxious Vegetation, so as to establish standards for unsafe and noxious vegetation, to define necessary terms, to provide that the responsible party of the property has a duty to maintain or remove unsafe and noxious vegetation and to amend the cut back requirements for certain property lines, to provide a penalty for failure to maintain or remove unsafe or noxious vegetation, and to remove language allowing a responsible party to request that work be done by the Department of Public Works for the County – No one signed up to speak.
- c. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Building and Building Regulations; so as to codify the 2021 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2009 South Carolina Energy Conservation Code, and the 2020 National Electric Code (NDPA 70) – No one signed up to speak.

14. **APPROVAL OF CONSENT ITEMS**

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 3, Airports [THIRD READING]
- b. County Attorney’s Office – Road Closure Petition – Forest Glen Circle
- c. Department of Public Works – Engineering Division – Comprehensive Transportation Improvement Plan Fiscal Year 2024
- d. Department of Public Works – Jim Hamilton-LB Owens (CUB) Airport – Airport Manual Update
- e. County Administrator – Lease Renewal – Community Partners of the Midlands, LLC, a corporation of the United Way of the Midlands – Mr. Walker moved to approve this item, seconded by Mr. Livingston.

Ms. McBride inquired if the lease extension was for ten years.

Mr. Brown responded the lease terms are for four consecutive one-year terms unless either party decides to provide a 90-day written notice to terminate the lease.

Ms. McBride inquired if consideration had been given to including this in the Family Service Center.

Mr. Brown responded this would be a part of the Family Service Center.

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

The vote in favor was unanimous.

- f. Department of Public Works – Stormwater Management Division – Hickory Ridge Stormwater Conveyance Upgrade Design

Ms. Newton moved to approve Items 14(a)-14(f), seconded by Ms. Terracio.

Ms. McBride made a friendly amendment to remove Item 14(e) for discussion.

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

The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 14(a)-14(f), seconded by Mr. Walker.

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

The motion for reconsideration failed.

15. **THIRD READING ITEM**

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 18, Offenses, by amending Section 18-4, Unsafe and Noxious Vegetation, so as to establish standards for unsafe and noxious vegetation, to define necessary terms, to provide that the responsible party of the property has a duty to maintain or remove unsafe

and noxious vegetation and to amend the cut back requirements for certain property lines, to provide a penalty for failure to maintain or remove unsafe or noxious vegetation, and to remove language allowing a responsible party to request that work be done by the Department of Public Works for the County – Ms. Newton moved to approve this item, seconded by Ms. Barron.

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

The vote in favor was unanimous.

16. **SECOND READING ITEM**

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to codify the 2021 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2009 South Carolina Energy Conservation Code, and the 2020 National Electric Code (NDPA 70) – Ms. Newton moved to approve this item, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

- b. 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 Shreds to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Mr. Walker moved to approve this item, seconded by Mr. Livingston.

Ms. Terracio requested additional information regarding this project from the Economic Development Director, Jeff Ruble.

Mr. Ruble stated this is an expansion of a food-related company in the Southeast. It represents a \$44.4M investment and an additional 40 jobs.

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

The vote in favor was unanimous.

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

- a. Sunset Drive Sidewalk Project Award of Construction – Mr. Walker stated the committee recommended the award of the construction contract to Cherokee, Inc. for \$5,132,709.77, with a 10% construction contingency for a total approved amount of \$5,645,980.75. He noted there is an 18% SLBE goal, and the vendor has agreed to exceed the goal.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

OTHER ITEMS

- a. FY24 – District 3 Hospitality Tax Allocations (Auntie Karen Foundation - \$17,500)
- b. FY24 – District 4 Hospitality Tax Allocations (Auntie Karen Foundation - \$4,000)
- c. FY24 – District 5 Hospitality Tax Allocations (Richland County Library - \$2,500)
- d. FY24 – District 7 Hospitality Tax Allocations (Oliver Gospel Mission - \$3,000; Auntie Karen Foundation - \$10,000)
- e. FY24 – District 8 Hospitality Tax Allocations (Richland County Library - \$3,750)
- f. FY24 – District 9 Hospitality Tax Allocations (Richland County Recreation Foundation – Jazz Fest - \$5,000; Richland County Library - \$4,315)
- g. FY24 – District 11 Hospitality Tax Allocations (Richland County Library - \$5,000)

Ms. Newton moved to approve Items 18(a)-18(g), seconded by Ms. Barron.

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

The vote in favor was unanimous.

Ms. McBride moved to reconsider Items 18(a)-18(g), seconded by Ms. Newton

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

The motion for reconsideration failed.

19. **EXECUTIVE SESSION** – There were no additional Executive Session items.

20. **MOTION PERIOD** – No motions were received.

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

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

The vote in favor was unanimous.

The meeting adjourned at approximately 7:42 PM.



Report of the County Administrator

Special Called – February 13, 2024

UPDATES FOR CONSIDERATION REQUIRING EXECUTIVE SESSION:

Property Inquiry – 1430 W Colonial Life Blvd., also known as the old Harvety's property

Personnel Matter: Grievance Reviews and Recommendations

Transportation Update

UPDATES FOR CONSIDERATION:

Land Development Code Update

Comprehensive Plan Update and Draft RFQ/RFP Timeline

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)

County Administrator – Property Acquisition – 3650 Bluff Road: Staff requests Council approval to negotiate the acquisition of property at 3650 Bluff Road for the construction of a new Olympia magistrate facility as aligned in the County Magistrate Offices Improvement Priority List as approved by Council at its February 6, 2024 Regular session meeting.

Grants & Community Outreach – Community Development Division - Contract Approval for CDBG Public Facility Projects: Community Development staff seek Council approval to execute contracts with designated Subrecipients for the three (3) CDBG Public Facility projects approved for funding in December 2023. Additionally, County staff are recommending an increase of \$30,600 to the award for Serve & Connect to assist with asbestos mitigation and the inclusion of an ADA bathroom.

ATTACHMENTS:

1. Agenda Briefing: County Administrator – Property Acquisition – 3650 Bluff Road
2. Agenda Briefing: Grants & Community Outreach – Community Development Division - Contract Approval for CDBG Public Facility Projects



Agenda Briefing

Prepared by:	Lori Thomas	Title:	Assistant County Administrator
Department:	Administration	Division:	
Date Prepared:	February 6, 2024	Meeting Date:	February 13, 2024
Legal Review	Patrick Wright via email	Date:	February 6, 2024
Budget Review	Maddison Wilkerson via email	Date:	February 7, 2024
Finance Review	Stacey Hamm via email	Date:	February 6, 2024
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Regular Session		
Subject	Property Acquisition - 3650 Bluff Road		

RECOMMENDED/REQUESTED ACTION:

Staff requests Council approval to negotiate the acquisition of property at 3650 Bluff Road for the construction of a new Olympia magistrate facility as aligned in the County Magistrate Offices Improvement Priority List as approved by Council at its February 6, 2024 Regular session meeting.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Council previously allocated \$8,000,000 for the purpose of improving and/or relocating County Magistrate facilities within their specific jurisdiction. The current balance of available funding is \$7,314,149.

Applicable department/grant key and object codes: 1344995000-532200 JL 13441860

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

“I move to direct staff, by way of the County Administrator, to continue in its development of a proposal for the beautification of the Old Antique Mall site as an expansion of the Broad River Road Corridor Façade Grant Program. This beautification effort is intended to be an intermediary improvement until such a time that the highest and best use for the site is determined via community engagement as part of the Richland Renaissance Initiative. Staff should also work in concert with Richland County Sheriff’s Department and County Magistrate’s Office to provide a comprehensive proposal for Council consideration.”

Council Member	Joyce Dickerson, formerly District 2
Meeting	Regular Session
Date	November 17, 2020

STRATEGIC & GENERATIVE DISCUSSION:

Council previously allocated \$8,000,000 for the purpose of improving and/or relocating County Magistrate facilities within their specific jurisdiction as well as housing Magistrates in County-owned facilities as opposed to leasing facilities. The original plan was to use a consistent floor and elevation plan to ensure facilities that meet the needs of the Courts. This plan would be the one used for the construction of the Hopkins Magistrate office. Updated pricing is currently being secured from the original construction firm.

Acquisition of this property will allow the Magistrate's office to address the relocation of priority number 1, Olympia. An updated cost estimate for the construction of such facilities provided on February 2, 2024 indicates an estimated cost of \$2,511,860; however, this may vary based upon sitework required.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

- Goal 4: Plan for growth through inclusive and equitable infrastructure
 - Objective 4.3: Create excellent facilities
- Goal 6: Establish operational excellence
 - Objective 6.7: Address current and future resource needs

ATTACHMENTS:

1. Updated Construction Estimate

Richland County
New Potential Magistrate Facility
Unknown Location

Conceptual Budget Summary

January 30, 2024

New Construction Area = 4,830 sf

Sitework Allowance (Similar Scope of Hopkins Facility):	\$386,330
New Building Construction (based on Hopkins Facility):	\$1,892,465
Construction Costs Sub-Total:	\$2,278,795
Design Fees (6.5%):	\$148,125
Design/Construction Contingency (3.5%):	\$84,940
Design & Construction Costs:	\$2,511,860

NOTES:

- *Building Design and Sitework Scopes to be similar to Hopkins Facility.
- *Conceptual Budget Costs have been escalated from Hopkins Magistrate Facility actual Construction Costs.
- *Per *Engineering News Record* Cost Data, Escalation from April 2018 to January 2024 has been approximately +40%.
- *Conceptual Budget Costs have also been escalated through 2025.



Agenda Briefing

Prepared by:	Callison Richardson	Title:	Division Manager
Department:	Grants and Community Outreach	Division:	Community Development
Date Prepared:	February 5, 2024	Meeting Date:	February 13, 2024
Legal Review	Patrick Wright via email	Date:	February 5, 2024
Budget Review	Maddison Wilkerson via email	Date:	February 5, 2024
Finance Review	Stacey Hamm via email	Date:	February 7, 2024
Approved for consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Meeting/Committee	Special Called		
Subject	Contract Approval for CDBG Public Facility Projects		

RECOMMENDED/REQUESTED ACTION:

Community Development staff seek Council approval to execute contracts with designated Subrecipients for the three (3) CDBG Public Facility projects approved for funding in December 2023. Additionally, County staff are recommending an increase of \$30,600 to the award for Serve & Connect to assist with asbestos mitigation and the inclusion of an ADA bathroom.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The following projects have completed all required HUD compliance steps and are ready for contract execution at the following award levels:

Midlands Housing Alliance	Renewal of Day/Community Center	\$353,150.00
Richland County Recreation Commission	Hopkins Pool Rehab	\$385,000.00
Serve & Connect	Acquisition and Rehab of Peterson Presbyterian Church	\$330,600.00

During the Council approval process, \$104,008.00 was set aside from available CDBG funds for contingency needs for these projects should unexpected costs arise.

Serve & Connect's initial CDBG award was approved for \$300,000.00, but County staff seek to increase the amount by \$30,600 to assist with asbestos mitigation and the addition of an ADA bathroom necessary for the rehabilitation of the Peterson Church property to become a HUD-qualified Public Facility.

Applicable department/grant key and object codes: GL/JL Key: 1202992010 / 4892700- CDBG FY23
Object Code: : 526703 | Public Facilities

GL/JL Key: 1202992010 / 4892300 - CDBG FY22
Object Code: : 526703 | Public Facilities

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

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

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

1. Meeting a HUD National Objective
2. Managed by an eligible subrecipient
3. Aligned with the County's 22-26 Five Year Consolidated Plan and 23 Annual Action Plan
4. Will take place in an LMI area of unincorporated Richland County and or directly serve LMI qualified residents of unincorporated Richland County.

Environmental Reviews:

Environmental Reviews have been completed by NEPA-certified Environmental Consultants and signed off on by Certifying Officer ACA Aric Jensen. In accordance with the National Environmental Protection Act (NEPA), all projects were found to have no significant impact on the environment and do not require additional HUD approval prior to releasing funds.

MOTION OF ORIGIN:

“Ms. Mackey stated the committee recommended approval of this item.”

Council Member	Report of the Administration & Finance Committee; The Honorable Jessica Mackey, District 9
Meeting	Regular Session
Date	December 5, 2023

STRATEGIC & GENERATIVE DISCUSSION:

Community Development staff seek approval to proceed with contracting with the previously approved subrecipients of CDBG funds for the purposes of Public Facility projects serving low-to-moderate income (LMI) individuals and areas of the County.

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

Delay in contracting will hinder County staff's ability to ensure funds are fully expended by July 29, 2024 for the CDBG Timeliness Test deadline.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

- Goal 3: Commit to fiscal responsibility.
- Goal 4: Plan for growth through inclusive and equitable infrastructure
 - Objective 4.4: Provide equitable living and housing options
- Goal 5: Achieve positive public engagement
 - Objective 5.1: Champion the organization through public engagement and communication on County wins
 - Objective 5.2: Foster positive public engagement with constituents and create opportunities to allow us to “tell our own story”
 - Objective 5.3: Complete and celebrate projects to create excitement in the community
 - Objective 5.4: Develop a community engagement plan

ADDITIONAL COMMENTS FOR CONSIDERATION:

The proposed projects allow for the strategic use of valuable CDBG funds and put them to work helping LMI households across the County. Proposed projects enable the County to invest critical dollars more efficiently and meet a critical HUD Timeliness Test. Further, these plans were developed with a period of public comment and input, so the execution of these plans is an example of citizen voices being heard and making a difference.

ATTACHMENTS:

1. County Attorney’s Office Approved Contract template for CDBG Infrastructure and Facilities projects
2. 05 December 2023 Special Called Meeting Minutes

RICHLAND COUNTY GOVERNMENT

CDBG SUBRECIPIENT AGREEMENT -

Subrecipient Name

Project Title

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

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

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

WHEREAS, Subrecipient Name intends to use CDBG funding for description of project.

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

I. SCOPE OF PROJECT

A. Statement of Work – Subrecipient Name, will use CDBG funding to description of project. This project will include a HUD environmental review, a Request for Release of Funds, architectural drawings and specifications, and adherence to Davis-Bacon Act requirements, etc. The County is providing up to **funding amount \$** in CDBG funds to be used for activities identified in the application budget (Attachment A) with Subrecipient Name providing a 25% cash match of the amount of funds awarded by the County. All other costs of the project are the responsibility of the Subrecipient. The Subrecipient is to enter into all contracts solely in its name and not on behalf of the County.

B. Specific Tasks – The Subrecipient shall undertake the preliminary activities and provide all necessary monitoring. This shall include selecting the contractor(s) through a competitive bid process that meets Federal, state, and county standards; and ensuring the work moves forward in a timely manner. The Subrecipient shall also submit requests for payment of CDBG funds to the County for processing, with all necessary documentation to support said requests, in a timely manner.

C. Quantifiable Level of Service – By the end of the project, activities will have been carried out and completed as described above.

II. TIME OF PERFORMANCE – PUBLIC FACILITIES AND INFRASTRUCTURE

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

III. ENVIRONMENTAL REVIEW

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

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

IV. USE OF FUNDS/REVERSION OF ASSETS

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

V. PAYMENT

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

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

VI. REIMBURSEMENT OF FUNDS

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

VII. MONITORING

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

VIII. GENERAL ADMINISTRATIVE CONDITIONS

A. General Compliance

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

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

B. Independent Contractor

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

C. Hold Harmless

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

D. Worker's Compensation

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

E. Insurance & Bonding

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

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

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

F. Richland County Recognition

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

G. Amendments

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

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

H. Suspension and Termination

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

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

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

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

The County’s failure to exercise their rights or terminate under this provision shall not be construed as a waiver of their rights to terminate, rescind, or revoke the services herein in the event of any subsequent breach.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standard

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

2. Cost Principles

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

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

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

B. Records and Reports

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Property Records

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

6. Close-Outs

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

7. Access to Records

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

C. Program Income/Payment Procedures/Progress Reports

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

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

2. Payment Procedures

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

3. Progress Report

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

D. Procurement

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

X. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. Women and Minority Owned Business Enterprises

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

3. Access to Records

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

4. Labor Unions

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

5. EEO/AA Statement

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

6. Subcontract Provisions

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

C. Employment Restriction

1. Prohibited Restrictions

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

2. Labor Standards

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

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

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

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

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

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

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

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

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

5. Lobbying

The Subrecipient hereby certifies that:

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

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

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
- c. It will require that the language of Section 5, paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

d. Lobbying Certification

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

6. Copyright

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

7. Religious Organizations

a. Construction or Rehabilitation of Facilities

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

b. Public Services

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

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

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

XII. SEVERABILITY

If any term or provision of this contract shall be found to be illegal or unenforceable, then notwithstanding any such illegality or unenforceability, the remainder of said contract shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable therefrom.

XIII. NOTICES

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

Recipient

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

Subrecipient

Authorized Official Name
Title
Organization Name
Address
Phone Number

XIV. ATTACHMENTS

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

Attachment A: Proposal
Attachment B: Budget

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

RICHLAND COUNTY GOVERNMENT

Mr. Leonardo Brown, County Administrator

SUBRECIPIENT NAME

Authorized Official Name/Title

Mr. Livingston maintained from his experience on Council that this will be in the County's best interest and that we will benefit from this.

Ms. Mackey reiterated Council has not approved a new Transportation Penny. Additionally, funding for the zoo and any other initiative are separate issues.

Mr. Walker clarified that the county has authorized a private company to assess its transportation and transit needs, which is a precursor to the county asking the residents to extend the Transportation Penny.

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

Opposed: Branham, Weaver, and Walker

The vote was in favor.

16. **REPORT OF THE DEVELOPMENT & SERVICES COMMITTEE**

- a. An Ordinance amending the Richland County Code of Ordinances, Chapter 18, Offenses, by amending Section 18-4, Unsafe and Noxious Vegetation, so as to establish standards for unsafe and noxious vegetation, to define necessary terms, to provide that the responsible party of the property has a duty to maintain or remove unsafe and noxious vegetation and amend the cut back requirements for certain property lines, to provide a penalty for the failure to maintain or remove unsafe and noxious vegetation, and to remove language allowing a responsible party to request that work be done by the Department of Public Works for the County [FIRST READING] – Ms. Newton stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

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

- a. Grants & Community Outreach – FY23-24 CDBG Public Service Projects and Public Facilities Infrastructure Projects – Ms. Mackey stated the committee recommended approval of this item. Since the committee meeting, one of the grantees informed staff they could not take on the grant at this time and declined the funding award. Therefore, staff moved forward with the next applicant.

Ms. Barron and Ms. Newton thanked the staff for all their hard work.

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

The vote in favor was unanimous.

Ms. Newton moved to reconsider this item, seconded by Mr. Livingston.

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

The motion for reconsideration failed.

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

- a. A Resolution clarifying the boundaries of the Pineview Industrial Park and other matters related thereto – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Earlewood Apartment Rental Properties, LLC, and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

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

- a. 2023-2024 County Administrator Evaluation Process

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credit to Earlewood Apartment Rental Properties, LLC; and other related matters

Notes:

First Reading: December 5, 2023
Second Reading: December 12, 2023
Third Reading: February 13, 2024 {Tentative}
Public Hearing: February 13, 2024

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO EARLEWOOD APARTMENT RENTAL PROPERTIES, LLC; AND OTHER RELATED MATTERS.

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

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

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

WHEREAS, Earlewood Apartment Rental Properties, LLC (“Company”) desires to develop a multi-family residential project consisting of approximately 300 units within the County (“Project”), consisting of taxable investments in real and personal property of not less than Sixty-Eight Million and 00/100 Dollars (\$68,000,000.00);

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

WHEREAS, the City of Columbia, South Carolina, the municipality in which the Property is located, must consent to the expansion of the boundaries of the Park to include the Property in the Park in accordance with Section 4-1-170(C) of the Act; and

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

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

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

Section 2. *Expansion of the Park Boundaries, Inclusion of Property.* The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is, contingent upon the City of Columbia's consent to such expansion in accordance with Section 4-1-170(C) of the Act, authorized. The Chair of County Council ("Chair"), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park's boundaries to include the Property is complete on the adoption of this Ordinance by County Council, receipt of the consent of the City of Columbia as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property, which written notice shall include a copy of this Ordinance and identification of the Property.

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: December 5, 2023
Second Reading: December 12, 2023
Public Hearing: February 13, 2024
Third Reading: February 13, 2024

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

EARLEWOOD APARTMENT RENTAL PROPERTIES, LLC

Effective as of: [_____, 2024]

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of [_____, 2024] (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and EARLEWOOD APARTMENT RENTAL PROPERTIES, LLC, a South Carolina limited liability company, (the “Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

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

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

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

WHEREAS, the Company has committed to establish, in the County, a multi-family residential project consisting of approximately 300 units (“Project”) including, and to be located on, land more particularly identified on Exhibit A hereto (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than Sixty-Eight Million and 00/100 Dollars (\$68,000,000.00), and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on [_____, 2024] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park, and the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on [_____, 2024] in accordance with Section 4-1-170(C) of the Act; and

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

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

**ARTICLE I
REPRESENTATIONS**

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

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

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

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

**ARTICLE II
PUBLIC INFRASTRUCTURE CREDITS**

Section 2.1. *Investment Commitment.* The Company shall invest not less than Sixty-Eight Million and 00/100 Dollars (\$68,000,000.00) in taxable property in the Project ("Investment Commitment") by December 31, 2029 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any

SCDOR PT-100 filed by the Company with respect to the Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the Certification Deadline. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, but nevertheless achieves at least 80% of the Investment Commitment by the Certification Date, the Public Infrastructure Credits shall be reduced on a pro rata basis based upon the amount of the shortfall; otherwise, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Deadline shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, environmental remediation/mitigation, facade redevelopment, roadway improvements, energy production or communications technology infrastructure, and expenditures on the eradication of blight (collectively, the "Non-Workforce Housing Public Infrastructure"). The Company additionally commits to reserve and hold a portion of the units at the Project as workforce housing ("Workforce Housing Public Infrastructure"). For purposes of this Agreement, "workforce housing" shall be defined as housing that is affordable to the occupant or occupants, as applicable, when applying no more than 30% of gross income of the occupant or occupants, as applicable, to housing costs, for those earning between 80% and 120% of the area median income, as published by Fannie Mae, for the Project location of 301 Sunset Drive, Columbia, South Carolina.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in, or cause to be invested in, the Public Infrastructure as described on Exhibit B hereto ("Company Public Infrastructure"). The Company shall certify actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing to the County's Economic Development Department (i) with respect to the Non-Workforce Housing Public Infrastructure portion of the Company Public Infrastructure, documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, sufficient to reflect the Company's investment in the Non-Workforce Housing Infrastructure portion of the Company Public Infrastructure, and (ii) with respect to the Workforce Housing Public Infrastructure portion of the Company Public Infrastructure, documentation, which documentation may include, without limitation rent rolls, and related documentation, sufficient to reflect the Workforce Housing Public Infrastructure is not less than 50% of the total units at the Project (the "Certified Workforce Housing Unit Level"). If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth on Exhibit B hereto, but nevertheless makes a cumulative total investment in the Company Public Infrastructure of at least 80% of the amount reflected on Exhibit B hereto by the Certification Deadline, the Public Infrastructure Credits shall be reduced on a pro rata basis based upon the amount of the shortfall; otherwise, the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify the Company's investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The

County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Deadline (the "Verification Date"), provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment and the Certified Workforce Housing Unit Level to be maintained during the Credit Term, as defined on Exhibit C hereto. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs and confirmation of the Certified Workforce Housing Unit Level submitted by the Company, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described on Exhibit C hereto.

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

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

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

Section 2.4. Filings; Administration. To assist the County in administering the Public Infrastructure Credit, with respect to the Company's Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the

terms of the County’s Resolution dated November 7, 2023, which is attached hereto as Exhibit E, as may be amended by subsequent resolution, with respect to the Company.

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

ARTICLE III DEFAULTS AND REMEDIES

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

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

(b) An abandonment or closure of the Project; for purposes of this Agreement, “abandonment or closure of the Project” means failure to place all or a portion of the Project in service by December 31, 2028;

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

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

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

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

Section 3.2. Remedies on Default.

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

(i) terminate this Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Agreement; or

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

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

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

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

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

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

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

as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

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

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

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

Section 4.5. Limitation of Liability.

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

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

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

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

with a copy to
(does not constitute notice):

Contender Development, Inc.
Attn: General Counsel
Address: 5 Century Drive, Suite 210
Greenville, South Carolina 29607

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

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding Five Thousand and 00/100 Dollars (\$5,000.00). The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

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

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

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

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

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

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

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

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

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

[TWO SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, Earlewood Apartment Rental Properties, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**EARLEWOOD APARTMENT RENTAL
PROPERTIES, LLC**

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

PARCEL "A"

THIS BEING AN EXISTING PARCEL OF LAND LOCATED IN THE CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA AND BEING TAX PARCEL R09108-08-04, (REFERENCE PLAT BOOK 2081 PAGE 1672) AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" IPF OT IN THE NORTHERN RIGHT OF WAY OF CLEMENT RD, 66 FOOT RIGHT OF WAY, AND HAVING SCGS STATE PLANE COORDINATES NORTH: 799149.39 AND EAST: 1982966.45; THENCE WITH A CURVE TURNING TO THE LEFT HAVING A CHORD BEARING OF NORTH 49 DEGREES 38 MINUTES 10 SECONDS WEST, A CHORD DISTANCE OF 202.54 FEET AND A RADIUS OF 1632.67 FEET TO A ½" REBAR SET; THENCE WITH A BEARING OF NORTH 54 DEGREES 39 MINUTES 07 SECONDS WEST A DISTANCE OF 207.28 FEET TO A ½" REBAR SET; THENCE WITH A BEARING OF NORTH 41 DEGREES 36 MINUTES 59 SECONDS EAST A DISTANCE OF 110.49 FEET TO A ¾" IPF CRIMP; THENCE WITH A BEARING OF NORTH 24 DEGREES 29 MINUTES 04 SECONDS EAST A DISTANCE OF 112.09 FEET TO A ¾" IPF OT; THENCE WITH A BEARING OF SOUTH 72 DEGREES 58 MINUTES 05 SECONDS EAST A DISTANCE OF 391.73 FEET TO A 1" IPF OT; THENCE WITH A BEARING OF SOUTH 72 DEGREES 38 MINUTES 20 SECONDS EAST A DISTANCE OF 86.79 FEET TO A 1" IPF OT; THENCE WITH A BEARING OF SOUTH 64 DEGREES 17 MINUTES 39 SECONDS WEST A DISTANCE OF 199.85 FEET TO A ½" REBAR FOUND; THENCE WITH A BEARING OF SOUTH 56 DEGREES 26 MINUTES 57 SECONDS EAST A DISTANCE OF 200.94 FEET TO A 1" IPF OT; THENCE WITH A BEARING OF SOUTH 36 DEGREES 327 MINUTES 07 SECONDS EAST A DISTANCE OF 69.28 FEET TO A POINT; THENCE WITH A BEARING OF SOUTH 22 DEGREES 46 MINUTES 22 SECONDS WEST A DISTANCE OF 1.17 FEET TO A 1" IPF OT; THENCE WITH A BEARING OF NORTH 66 DEGREES 54 MINUTES 19 SECONDS WEST A DISTANCE OF 575.86 FEET TO A POINT; THENCE WITH A BEARING OF SOUTH 22 DEGREES 53 MINUTES 24 SECONDS WEST A DISTANCE OF 289.30 TO THE POINT OF BEGINNING; CONTAINING 141,118 SQUARE FEET OR 3.24 ACRES, AS SURVEYED BY TODD B BEAM, A SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR NO. 29506 ON JANUARY 5, 2023.

PARCEL "B"

THIS BEING AN EXISTING PARCEL OF LAND LOCATED IN THE CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA AND BEING TAX PARCEL R09108-08-03, (REFERENCE PLAT BOOK 2081 PAGE 1672) AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" IPF OT IN THE NORTHERN RIGHT OF WAY OF CLEMENT RD, 66 FOOT RIGHT OF WAY, AND HAVING SCGS STATE PLANE COORDINATES NORTH: 799149.39 AND EAST: 1982966.45; THENCE RUNNING WITH A BEARING OF NORTH 22 DEGREES 53 MINUTES 24 SECONDS EAST A DISTANCE OF 289.30 FEET TO A POINT; THENCE WITH A BEARING OF SOUTH 66 DEGREES 54 MINUTES 19 SECONDS EAST A DISTANCE OF 575.86 FEET TO A 1" IPF OT; THENCE WITH A BEARING OF SOUTH 22 DEGREES 50 MINUTES 27 SECONDS WEST A DISTANCE OF 308.10 FEET TO A POINT; THENCE WITH A BEARING OF NORTH 77 DEGREES 44 MINUTES 52 SECONDS WEST A DISTANCE OF 381.01 FEET TO POINT; THENCE WITH A BEARING OF NORTH 44 DEGREES 16 MINUTES 52 SECONDS WEST A DISTANCE OF 92.72 TO A 1" IPF OT; THENCE WITH A BEARING OF NORTH 47 DEGREES 40 MINUTES 19 SECONDS EAST A DISTANCE OF 4.08 FEET TO A IPF OT; THENCE WITH A BEARING OF NORTH 43 DEGREES 30 MINUTES 47 SECONDS WEST A DISTANCE OF 128.68 TO THE POINT OF BEGINNING; CONTAINING 196,218 SQUARE FEET OR 4.50 ACRES, AS SURVEYED

BY TODD B BEAM, A SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR NO. 29506 ON JANUARY 5, 2023.

PARCEL “C”

THIS BEING AN EXISTING PARCEL OF LAND LOCATED IN THE CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA AND BEING TAX PARCEL R09107-02-01, (REFERENCE PLAT BOOK 2081 PAGE 1672) AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERN RIGHT OF WAY OF SUNSET DRIVE, 80 FOOT RIGHT OF WAY, AND HAVING SCGS STATE PLANE COORDINATES NORTH: 798906.09 AND EAST: 1983489.10; THENCE WITH A BEARING OF NORTH 22 DEGREES 50 MINUTES 27 SECONDS EAST A DISTANCE OF 308.10 FEET TO A 1” IPF OT; THENCE WITH A BEARING OF NORTH 22 DEGREES 46 MINUTES 22 SECONDS EAST A DISTANCE OF 1.17 FEET TO A POINT; THENCE WITH A BEARING OF SOUTH 38 DEGREES 27 MINUTES 11 SECONDS EAST A DISTANCE OF 130.32 FEET TO A 1” IPF OT; THENCE WITH A BEARING OF SOUTH 19 DEGREES 43 MINUTES 29 SECONDS WEST A DISTANCE OF 215.93 TO A ½” REBAR FOUND; THENCE WITH A CURVE TURNING TO THE RIGHT WITH A CHORD BEARING OF NORTH 81 DEGREES 00 MINUTES 03 SECONDS WEST WITH A CHORD DISTANCE OF 129.81 FEET AND A RADIUS OF 1745.00 FEET TO THE POINT OF BEGINNING; CONTAINING 31,550 SQUARE FEET OR 0.72 ACRES, AS SURVEYED BY TODD B BEAM, A SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR NO. 29506 ON JANUARY 5, 2023.

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes the Non-Workforce Housing Public Infrastructure as listed below:

<u>Description</u>	<u>Budget</u>
Parking Garage	\$12,180,880
Environmental Remediation/Mediation	\$381,400

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

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

Subject to Section 2.2(b), the County shall provide a Fifty Percent (50%) Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure; provided further that such Fifty Percent (50%) Public Infrastructure Credit shall be subject to reduction for any year of the Credit Term for which the Certified Workforce Housing Unit Level is not maintained, as set forth in greater detail, and to the extent required by, Exhibit D hereto.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10th year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

EXHIBIT D (See Section 2.3)

PUBLIC INFRASTRUCTURE CREDIT CERTIFICATION

Reference is made to that certain Public Infrastructure Credit Agreement dated as of [], 2024, (the “Agreement”) by and between Earlewood Apartment Rental Properties, LLC (the “Company”) and Richland County, South Carolina (the “County”). Each capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

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

(1) Total investment in verified Company Public Infrastructure as of the Verification Date pursuant to Section 2.2(c) of the Agreement is \$_____.

(2) Current area median income as published by Fannie Mae, for the Project location of 301 Sunset Drive, Columbia, South Carolina is _____ (the “Current AMI Level”).

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

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

(6) (a) The Annual Certified Workforce Housing Unit Level meets or exceeds the Certified Workforce Housing Unit Level and, accordingly, the Company is entitled to the full Public Infrastructure Credit of 50% against the Fee Payment due and owing from the Company to the County with respect to the Project for Tax Year ____ (i.e., the Fee Payment due with respect to the Project for Project property placed in service as of December 31, 20__, and due to be paid on or about January 12, 20__).

OR

(b) The Annual Certified Workforce Housing Unit Level is less than the Certified Workforce Housing Unit Level and, accordingly, the Company is entitled to a Public Infrastructure Credit of less than 50% against the Fee Payment due and owing from the Company to the County with respect to the Project for Tax Year ____ (i.e., the Fee Payment due with respect to the Project for Project property placed in service as of December 31, 20__, and due to be paid on or about January 12, 20__), as calculated and illustrated in the formula and example set forth below:

Formula:

A. $(1 - \text{Annual Certified Workforce Housing Unit Level} / \text{Certified Workforce Housing Unit Level}) \times 100 = \text{Workforce Housing Shortfall Percentage}$

B. $[50\% - (\text{Workforce Housing Shortfall Percentage})] \times 100 = \text{applicable Public Infrastructure Credit percentage}$

By way of example, in the event that the Annual Certified Workforce Housing Unit Level is 24 units and the Certified Workforce Housing Unit Level is 30 units resulting in a Workforce Housing Shortfall Percentage of 20%, the applicable Public Infrastructure Credit percentage would be reduced from 50% to 40%.

Accordingly, the Company is entitled to a Public Infrastructure Credit of ___% against the Fee Payment due and owing from the Company to the County with respect to the Project for Tax Year ____ (i.e., the Fee Payment due with respect to the Project for Project property placed in service as of December 31, 20__, and due to be paid on or about January 12, 20__).

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

Earlewood Apartments Rental Properties, LLC

By: _____

Name: _____

Its: _____

EXHIBIT E (See Section 2.4)

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

See attached.

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to codify the 2021 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2009 South Carolina Energy Conservation Code, and the 2020 National Electric Code (NDPA 70)

Notes:

First Reading: December 12, 2023
Second Reading: February 6, 2024
Third Reading: February 13, 2024 {Tentative}
Public Hearing: February 6, 2024



Informational Agenda Briefing

Prepared by:	Aric Jensen, AICP	Title:	Assistant County Administrator
Department:	Administration	Division:	
Date Prepared:	December 5, 2023	Meeting Date:	December 12, 2023
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Special Called		
Subject:	First Reading: AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; SO AS TO CODIFY THE 2021 EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND THE 2009 SOUTH CAROLINA ENERGY CONSERVATION CODE, AND THE 2020 NATIONAL ELECTRIC CODE (NFPA 70).		

At its November 01, 2022 meeting, County Council approved the Development & Services Committee's recommendation to adopt the most current building code versions as mandated by the State of South Carolina as well as the 2021 International Property Maintenance Code. The latter is an optional permissive code which enables County Code Enforcement officers to address blighted and unsafe properties after construction and occupancy.

Though the codes were adopted, the County's associated ordinances were not simultaneously updated to reflect the Council's action. The ordinance must be updated to reflect the Council approved 2021 codes.

ATTACHMENTS:

1. November 01, 2022 Council Minutes
2. Ordinance to adopt the mandatory 2021 International Building Code series & the optional 2021 International Property Maintenance Code

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton.
The vote in favor was unanimous.

6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – There were no items for Executive Session.
7. **CITIZENS' INPUT**
 - a. For Items on the Agenda Not Requiring a Public Hearing – No one signed up to speak.
8. **CITIZENS' INPUT**
 - a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time)
 1. Ms. Gwendolyn Boykin, 3704 Judy Street, Columbia, SC 29223 – 2014 Flood Recovery.
9. **REPORT OF THE COUNTY ADMINISTRATOR**
 - a. Updates – There were no updates.
10. **REPORT OF THE CLERK OF COUNCIL**
 - a. Strategic Planning Forum (Annual Council Retreat): January 25-27, 2023 – Ms. Anette Kirylo, Clerk to Council, noted the Strategic Planning Forum (Council Retreat) will be held on January 25-27, 2023.
11. **REPORT OF THE CHAIR** – No report was given.
12. **OPEN/CLOSE PUBLIC HEARINGS**
 - a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article II, County Council; Section 2-14, Compensation of Council Members; so as to reflect the new annual salary for County Council
 1. Elaine Cooper, 3105 Dalloz Road, Columbia, SC 29204
 2. Mustafa Abdullah, 2101 Riding Ridge Road, Columbia, SC 29223
 - b. Developing a multi-county park with Fairfield County; authorizing the execution and delivery of an agreement governing the multi-county park; authorizing the inclusion of certain property located in Richland County in the multi-county park; authorizing the execution of an intergovernmental agreement; and other related matters – No one signed up to speak.
13. **APPROVAL OF CONSENT ITEMS**
 - a. 22-023MA, Gerald A. Lee, RS-MD to RM-MD (3.12 Acres), W/S Archie Drive, TMS# R17116-01-01 [SECOND READING]
 - b. 22-016MA, John Stephenson, M-1 to RS-LD (138.5 Acres), B/S Longwood Road, TMS # R18900-02-01 [SECOND READING]
 - c. 22-029MA, Douglas Putlock, NC to RS-MD (3 Acres), 1012 Bickley Road, TMS # R02415-02-01 [SECOND READING]
 - d. 22-032MA, Ervin Capers, HI to RU (4.86 Acres), 208 & 217 Gatehill Road & E/S McCords Ferry Rd., TMS # R38800-02-09, R38900-03-06 and R38900-03-07 [SECOND READING]
 - e. Community Planning & Development – Building Inspections – South Carolina Building Codes Council Mandated 2021 Code Cycle
 - f. Department of Public Works – Engineering Division – Comprehensive Transportation Improvement Plan (CTIP) budget and proposed projects for Fiscal Year 2023 (FY-23)
 - g. Move to direct the County Administrator to evaluate current zoning laws that permit zoning designations for large residential developments to remain in perpetuity and present options to re-evaluate and rezone those properties if they are not developed within 7 years. Recommendations should include processes to ensure that zoning and the comprehensive plan remain consistent with the lived character of the community [NEWTON – July 13, 2021]
 - h. Based on the below information, the matter of urban heat mapping should be referred to the Planning Commission for consideration. The expanding residential, commercial and transportation infrastructure

**Regular Session
November 1, 2022**

-2-

contribute to areas where temperatures are much warmer, and that could put people at risk of injury or death on hot days.

“This study will help demonstrate to local governments and others where we need to preserve undeveloped land and trees, plant additional trees or build other green infrastructure to reduce or prevent heat islands in Richland County,” (Quinton) Epps said. (Division Manager, Community Planning and Development Department).

The heat-mapping initiative aims to improve understanding of and guide action to reduce heat health risks, encourage economic development and boost the area’s quality of life overall, therefore, prior to council deciding what zoning needs to be placed in specific areas without having that information would be a dereliction of our duties to the residents of the county. [MALINOWSKI – August 30, 2022]

- i. Department of Public Works – Engineering Division – Summit Ridge/Summit Parkway Project
- j. Utilities Department – Engineering Services for the Design and Construction of an Elevated Water Tank
- k. Department of Public Works – Engineering Division – Little Jackson Creek Upditch Improvement Project

Ms. Newton moved to approve Items 13(a) – (k), seconded by Ms. Terracio.

In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton

The vote in favor was unanimous.

- l. Direct the County Administrator to look into what it will take to have Richland County CASA receive state funding to operate the way that all other CASA groups in the state do, with state funding. Richland County should not be excluded from something that is provided to all other counties by the state. [MALINOWSKI – May 3, 2022] – Ms. Terracio requested the maker of the motion to give an overview of the intent of the motion.

Mr. Malinowski stated Richland County CASA is the only County not funded by the State. His understanding is that because Richland County began the program prior to the other counties, when it came time for the State to approve funds they approved the funding for all of the other counties, but not Richland County’s program. The motion is for the Administrator and staff to consult with CASA to provide the State with the information that could potentially allow us to receive State funding to support the County’s CASA program. It is not an effort to end or defund CASA.

Ms. Mackey noted the motion out of committee was to develop a fiscal impact statement, which is what the Administrator needs to move forward.

Mr. J. Walker stated, for clarification, this is not an attempt to have the State to run the County’s CASA program, but an inquiry regarding funding.

Mr. Malinowski responded in the affirmative.

Ms. Terracio inquired about the timeline to receive the information.

Mr. Brown responded the information was presented to the Administration & Finance Committee. At the committee meeting, he indicated if any further action was to take place the committee would need to make a recommendation to Council. A motion was forwarded out of the committee to direct the Administrator to develop a fiscal impact statement. At this time, he does not have a timeline for the process.

Ms. McBride inquired if we have discussed this matter with the Legislative Delegation.

Mr. Brown stated Mr. Dante Roberts, CASA Executive Director, has been in conversations with Dr. Kim Janha, Richland County Delegation Director. He noted it will take Council, Administration, CASA, and the Legislative Delegation working together to move this item forward.

Ms. McBride inquired about who runs the other counties’ CASA programs.

Mr. Brown responded the other counties are under the State’s program.

Mr. Wright noted the State’s program is modeled after the County’s program. When the State began its program, it allowed the County to continue running its program independently.

Mr. Livingston inquired if the County’s program receives any State funding.

Mr. Roberts indicated the County’s program does not receive any State funding.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-23HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; SO AS TO CODIFY THE 2021 EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND THE 2009 SOUTH CAROLINA ENERGY CONSERVATION CODE, AND THE 2020 NATIONAL ELECTRIC CODE (NFPA 70).

WHEREAS, State Law enables the South Carolina Building Codes Council to regulate the adoption and enforcement of building codes in the state of South Carolina; and

WHEREAS, the South Carolina Building Codes Council has mandated that the 2021 editions of the International Residential Code with SC modifications, the International Building Code with SC modifications, the International Fire Code with SC modifications, the International Plumbing Code with SC modifications, the International Fuel Gas Code with SC modifications, and the International Mechanical Code with SC modifications are to be used for commercial and/or residential construction, effective January 1, 2023; and

WHEREAS, codification of the latest building codes is in the public interest as it provides accurate information to interested citizens.

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

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-82, Adopted; is hereby amended to read as follows:

Sec. 6-82. Adopted.

(a) There is hereby adopted by the County Council the 2021 South Carolina Residential Code, including Chapter 1 (Administration), and all amendments thereto, as is all published by the International Code Council, Inc.. The 2021 South Carolina Residential Code is the published version of the 2021 International Residential Code with South Carolina Modifications and may be referenced interchangeably. The construction, alteration, repair, or demolition of every detached one- and two- family dwelling structure, townhomes (not more than three stories) and accessory structures shall conform to the requirements of this Code.

(b) There is hereby adopted by the county council the 2021 South Carolina Building Code, including Chapter 1 (Administration), and all amendments thereto, , as is all published by the International Code Council, Inc. The 2021 South Carolina Building Code is the published version of the 2021 International Building Code with South Carolina Modifications and may be referenced interchangeably. The construction, alteration, repair, or demolition of every building or structure (other than a one or two family dwelling structure) shall conform to the requirements of this Code.

(c) There is hereby adopted by the County Council the 2021 South Carolina Existing Building Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The 2021 South Carolina Existing Building Code is the published version of the 2021 International Existing Building Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance or repair of existing buildings shall conform to the requirements of this Code.

SECTION II. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article V, Fire Prevention Code; Section 6-113, Purpose; is hereby amended to read as follows:

Sec. 6-113. Purpose.

The purpose of this article is to apply the provisions of the 2021 edition of the South Carolina Fire Code to all buildings and structures that are not regulated by the 2021 edition of the South Carolina Residential Code. The 2021 South Carolina Fire Code is the published version of the 2021 International Fire Code with South Carolina Modifications and may be referenced interchangeably.

SECTION III. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article V, Fire Prevention Code; Section 6-114, Adopted; applicability, etc.; Subsection (a); is hereby amended to read as follows:

(a) There is hereby adopted by the county council the 2021 edition of the South Carolina Fire Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc.

SECTION IV. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VI, Gas Code; Section 6-125, Purpose; is hereby amended to read as follows:

Sec. 6-125. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all piping extending from the point of delivery of gas for use as a fuel and designated to convey or carry the same gas appliances, and regulating the installation and maintenance of appliances designated to use such gas as a fuel, in all buildings and structures that are not regulated by the 2021 edition of the South Carolina Residential Code.

SECTION V. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VI, Gas Code; Section 6-126, Adopted; is hereby amended to read as follows:

Sec. 6-126. Adopted.

There is hereby adopted by the county council the 2021 edition of the South Carolina Fuel/Gas Code, and all amendments thereto, as published by the International Code Council, Inc. The 2021 South Carolina Fuel/Gas Code is the published version of the 2021 International Fuel/Gas Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance, or repair of all gas work shall conform to the requirements of this Code.

SECTION VI. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VII, Mechanical Code; Section 6-139, Purpose; is hereby amended to read as follows:

Sec. 6-139. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all mechanical systems and other related appurtenances that are not regulated by the 2021 edition of the South Carolina Residential Code.

SECTION VII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VII, Mechanical Code; Section 6-140, Adopted; is hereby amended to read as follows:

Sec. 6-140. Adopted.

There is hereby adopted by the county council the 2021 South Carolina Mechanical Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The 2021 South Carolina Mechanical Code is the published version of the 2021 International Mechanical Code with South Carolina Modifications and may be referenced interchangeably. The installation of mechanical systems, including alterations, repair, replacements, equipment, appliances, fixtures, and/or appurtenances shall conform to these Code requirements

SECTION VIII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VIII, Plumbing Code; Section 6-153, Purpose; is hereby amended to read as follows:

Sec. 6-153. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all plumbing and other related appurtenances that are not regulated by the 2021 edition of the South Carolina Residential Code.

SECTION IX. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VIII, Plumbing Code; Section 6-154, Adopted; is hereby amended to read as follows:

Sec. 6-154. Adopted.

There is hereby adopted by the county council the 2021 South Carolina Plumbing Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The 2021 South Carolina Plumbing Code is the published version of the 2021 International Plumbing Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance or repair of all plumbing work shall conform to the requirements of this Code.

SECTION X. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IV, Electrical Code; Section 6-96, Purpose; is hereby amended to read as follows:

Sec. 6-96. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all electrical installations that are not regulated by the 2021 edition of the International Residential Code.

SECTION XI. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IV, Electrical Code; Section 6-97, Adopted; is hereby amended to read as follows:

Sec. 6-97. Adopted.

The workmanship, construction, maintenance or repair of all electrical work shall conform to the requirements set forth in the 2020 edition of the National Electrical Code (NFPA 70) with SC modifications, published by the National Fire Prevention Association.

SECTION XII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IX, Swimming Pool Code; Section 6-168, Requirements; is hereby amended to read as follows:

Sec. 6-168. Adoption and requirements.

There is hereby adopted by the county council the 2021 International Swimming Pool and Spa (ISPSC) Code with Modifications, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The installation, workmanship, construction, maintenance or repair of all work shall conform to the requirements of this Code.

In addition to the requirements imposed by the 2021 edition of the International Swimming Pool and Spa (ISPSC) Code with Modifications, the following administrative requirements are hereby enacted:

- (1) A licensed swimming pool contractor shall be responsible for securing a permit from the County Building Official for the installation of any in-ground swimming pool or spa.
- (2) In the event an approved wall, fence, or other substantial structure to completely enclose the proposed pool is not in existence at the time an application is made for the permit to install a pool, it shall be the responsibility of the property owner to have the enclosure installed prior to the final inspection and, further, to ensure that said structure remains in place as long as the swimming pool exists.

SECTION XIII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article X, Property Maintenance; Section 6-182, Adoption; is hereby amended to read as follows:

Sec. 6-182. Adopted.

The 2021 edition of the International Property Maintenance Code and all amendments thereto, as published by the International Code Council, Inc., is hereby adopted verbatim and incorporated by reference.

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

SECTION XVI. Effective Date. This ordinance shall be effective retroactively from and after January 1, 2023.

RICHLAND COUNTY COUNCIL

BY: _____
Overture Walker, Chair

ATTEST THIS THE ____ DAY
OF _____, 2023

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

DRAFT



RICHLAND COUNTY GOVERNMENT STRATEGIC PLANNING FORUM

2024



Strategic Planning Initiatives



In July, Richland County engaged with Envisio Solutions, Inc. initiating a process-driven project to enhance the County's Strategic Plan Goals and Initiatives. A comprehensive, county-wide effort transpired across three planning sessions with the primary focus on Visibility to our Stakeholders and SMART (Specific, Measurable, Achievable, Relevant, Time-Bound) actions. Upon completion of the project on December 12, 2023, the Strategic Planning Committee suggested the recommendations for consolidation and clarification of the initiatives be presented to County Council during the Strategic Planning Conference. Once the final review by Council has been completed, approval of this action will be slated for the next Council meeting.

Goal	Objective	Initiative #	Initiative Description (original)	Initiative Description (revised)	Communication to Council, Notes
1 Foster Good Governance	1.1 Develop realistic and achievable goals	1.1.1	Compile a list of goals aligned with the strategic plan and the departments' tasked in moving the goal forward	Compile a list of goals aligned with the strategic plan and the departments' tasked in moving the goal forward	Consolidated with 1.1.3 and 1.3.1
1 Foster Good Governance	1.1 Develop realistic and achievable goals	1.1.2	Work with staff and all departments to determine what qualifies as "realistic" metrics for achievement of goals	Discontinue	Completed
1 Foster Good Governance	1.1 Develop realistic and achievable goals	1.1.3	Assign each department with developing unique department specific goals aligning with over-arching Council directed strategic plan goals	Discontinue	Consolidated with 1.1.1 and 1.3.1
1 Foster Good Governance	1.1 Develop realistic and achievable goals	1.1.4	Establish programmatic plan for review of countywide policies and procedures to ensure alignment with best practices	Discontinue	Other initiatives capture various county-wide policies and procedures. e.g. 3.1.3, 3.1.4, 3.1.5, 6.4.1. Otherwise, we need to be more specific about what policies and procedures we're going to focus on in this initiative.
1 Foster Good Governance	1.1 Develop realistic and achievable goals	1.1.5	Create a mechanism to provide immediate feedback relative to progress	Establish an accountability and transparency program to track and review initiatives, inform/communicate progress, and gather feedback from interal and external stakeholders	Consolidated with 1.2.1, 1.2.2, 1.2.4, 1.3.2, 1.3.3, 1.3.4, 1.3.5, 1.3.6
1 Foster Good Governance	1.2 Create a shared vision with agreement by County leadership	1.2.1	Initiate conversations with departments' staff to communicate goals established in 1.1 to all County employees for evaluation in a standard format	Discontinue	Consolidated with 1.2.1, 1.2.2, 1.2.4, 1.3.2, 1.3.3, 1.3.4, 1.3.5, 1.3.6
1 Foster Good Governance	1.2 Create a shared vision with agreement by County leadership	1.2.2	Conduct annual / bi-annual meetings between County employees to share ideas and calibrate shared mission	Discontinue	Consolidated with 1.2.1, 1.2.2, 1.2.4, 1.3.2, 1.3.3, 1.3.4, 1.3.5, 1.3.6
1 Foster Good Governance	1.2 Create a shared vision with agreement by County leadership	1.2.3	Create a "culture team" to communicate the importance of embracing the goals for the organization	Develop and implement a comprehensive organizational culture program ensuring Richland County's values are promoted and practiced at every level and each department.	
1 Foster Good Governance	1.2 Create a shared vision with agreement by County leadership	1.2.4	Communicate to Council the feedback/input received at the departmental meetings	Discontinue	Consolidated with 1.2.1, 1.2.2, 1.2.4, 1.3.2, 1.3.3, 1.3.4, 1.3.5, 1.3.6
1 Foster Good Governance	1.3 Establish metrics for accountability in implementing the strategic plan	1.3.1	Specifically identify projects/initiatives in process along with the goal and objective the projects achieves	Discontinued	Consolidated with 1.1.1 and 1.1.3
1 Foster Good Governance	1.3 Establish metrics for accountability in implementing the strategic plan	1.3.2	Determine a tracking mechanism (dashboard) for initiatives	Discontinue	Consolidated with 1.2.1, 1.2.2, 1.2.4, 1.3.2, 1.3.3, 1.3.4, 1.3.5, 1.3.6
1 Foster Good Governance	1.3 Establish metrics for accountability in implementing the strategic plan	1.3.3	Establish schedules to review goals and assign accountable staff members	Discontinue	Consolidated with 1.2.1, 1.2.2, 1.2.4, 1.3.2, 1.3.3, 1.3.4, 1.3.5, 1.3.6
1 Foster Good Governance	1.3 Establish metrics for accountability in implementing the strategic plan	1.3.4	Develop process to embed project progress in individual performance evaluations	Discontinue	Consolidated with 1.2.1, 1.2.2, 1.2.4, 1.3.2, 1.3.3, 1.3.4, 1.3.5, 1.3.6

Goal	Objective	Initiative #	Initiative Description (original)	Initiative Description (revised)	Communication to Council, Notes
1 Foster Good Governance	1.3 Establish metrics for accountability in implementing the strategic plan	1.3.5	Routinely collect documentation among departments to measure strategic plan objective progress and use to generate "County wins"	Discontinue	Consolidated with 1.2.1, 1.2.2, 1.2.4, 1.3.2, 1.3.3, 1.3.4, 1.3.5, 1.3.6. Also this initiative is captured in Goal 5.
1 Foster Good Governance	1.3 Establish metrics for accountability in implementing the strategic plan	1.3.6	Communicate progress to Council on semi-annual basis	Discontinue	Consolidated with 1.2.1, 1.2.2, 1.2.4, 1.3.2, 1.3.3, 1.3.4, 1.3.5, 1.3.6
1 Foster Good Governance	1.4 Reevaluate strategic plan and adjust as needed	1.4.1	Develop a reevaluation process for the strategic plan with tracking documents and processes including status checks	Develop and implement a process to assess and amend the County's strategic plan annually and adopt a new strategic plan every 3 year.	Consolidate with 1.4.2 and 1.4.3
1 Foster Good Governance	1.4 Reevaluate strategic plan and adjust as needed	1.4.2	Implement review process of the strategic plan to allow for appropriate adjustments	Discontinue	Consolidate with 1.4.2 and 1.4.3
1 Foster Good Governance	1.4 Reevaluate strategic plan and adjust as needed	1.4.3	Develop schedule for the next full strategic plan development (3 years if appropriate)	Discontinue	Consolidate with 1.4.2 and 1.4.3
1 Foster Good Governance	1.5 Collaborate with other governments	1.5.1	Establish best practices using peer-to-peer neighbors, like entities and related professional associations to measure achievement of best practices via workshops, fairs, or another constructive events	This initiative needs to be discussed and revised with the larger group including Council members.	What is the action - be more specific about what you are trying to do. How are you going to measure this? How will you know it's been accomplished?
1 Foster Good Governance	1.5 Collaborate with other governments	1.5.2	Build relationships with non-profit governmental organizations, municipalities, state, and federal organizations across all departments to determine points of parity	This initiative needs to be discussed and revised with the larger group including Council members.	What is the intended outcome? How will you know this has been completed? Be more specific.
2 Economic Development	2.1 Create high paying jobs from planning growth and strategic economic development projects	2.1.1	Organize a workforce symposium for workforce entities supported by the County, involving a select group of the 10 to 20 of the most effective workforce organizations	Develop a directory of wokforce providers, tiered by services, relevance, and funding sources.	
2 Economic Development	2.1 Create high paying jobs from planning growth and strategic economic development projects	2.1.2	Evaluate the feasibility of a culinary school or partnership to implement a 2-year degree program benefiting workforce entry for unemployed and underemployed residents	Develop a small business incubator as part of the Lower Richland tourism plan.	
2 Economic Development	2.1 Create high paying jobs from planning growth and strategic economic development projects	2.1.2	Evaluate the feasibility of a culinary school or partnership to implement a 2-year degree program benefiting workforce entry for unemployed and underemployed residents	Develop a business/operations plan for a commercial kitchen to support processing and packaging of ag products, educational and training programs for value-added food producers/processors, as well as value-added ag,"as part of the Lower Richland tourism plan.	

Goal	Objective	Initiative #	Initiative Description (original)	Initiative Description (revised)	Communication to Council, Notes
2 Economic Development	2.1 Create high paying jobs from planning growth and strategic economic development projects	2.1.3	Implement and execute Economic Development Department Strategic Plan	Amend the existing RC Economic Development Annual Report to include KPI's from the Economic Development Strategic plan	
2 Economic Development	2.2 Evaluate the community specific capacity for additional shopping and amenity recruitment	2.2.1	Partner with the Community Development Division to find and support growth and opportunities throughout the County		This is not attainable because we don't currently have resources to accomplish this. Does County Council want to leverage existing relationships with the two regional economic development alliances (CSCA and I-77) to pursue recruiting retail? Pursuing such a strategy might increase staffing needs at the County level
2 Economic Development	2.2 Evaluate the community specific capacity for additional shopping and amenity recruitment	2.2.2	Explore implementing retail recruitment programs designed and run by the County through Community Development Division partnerships		This is not attainable because we don't currently have resources to accomplish this. Does County Council want to leverage existing relationships with the two regional economic development alliances (CSCA and I-77) to pursue recruiting retail? Pursuing such a strategy might increase staffing needs at the County level
2 Economic Development	2.2 Evaluate the community specific capacity for additional shopping and amenity recruitment	2.2.3	Implement annual schedule for review of SLBE and MBE lists for accuracy	Develop quarterly evaluation of program objectives using established metrics: SLBE growth and retention, Project Utilization Goals, Affirmative Procurement Initiatives, Internal Stakeholder Engagement	
2 Economic Development	2.2 Evaluate the community specific capacity for additional shopping and amenity recruitment	2.2.4	Bi-annually review and update business license fee schedule	Adjust business license taxes bi-annually with competitive rates that promote economic development along with increased revenue generation	
2 Economic Development	2.2 Evaluate the community specific capacity for additional shopping and amenity recruitment	2.2.5	Review potential zoning and mapping alternatives that may be appropriate by the Planning Commission to encourage retail and restaurant interest in specific areas	Update the Comprehensive Plan	
2 Economic Development	2.3 Promote and support a regional and state Economic Development Team	2.3.1	Encourage private sector engagement with Economic Development (i.e., public/private partnership structure for Economic Development)		Council needs to make a decision, based on staff input, whether they want to move forward with a public-private partnership model (501 c-3 or other) for the Economic Development Office
2 Economic Development	2.3 Promote and support a regional and state Economic Development Team	2.3.2	Create an economic development marketing campaign for increased economic engagement	Modernize and upgrade the economic development website and branding, as it's the office's primary marketing tool	

Goal	Objective	Initiative #	Initiative Description (original)	Initiative Description (revised)	Communication to Council, Notes
2 Economic Development	2.3 Promote and support a regional and state Economic Development Team	2.3.3	Explore opportunities for additional collaboration with Economic Development and other government organizations		Council needs to make a decision, based on staff input, whether they want to move forward with a public-private partnership model (501 c-3 or other) for the Economic Development Office. Should such a decision be made, a proposed board would include members of regional and state economic development teams, thereby strengthening and increasing partnership. One Note: The County is currently part of two regional economic development alliances (Central SC and I-77) to promote regionalism; county staff sits on and is engaged on both of these boards as well as other economic development entities' boards (MEBA, MBLG) or working groups (SC Works Midlands, SC DEW, MTC); and has a strong relationship with the state Department of Commerce as well as other state entities (DOR; readySC).
3 Fiscal Accountability	3.2 Establish process to prioritize initiatives to align with available resources.	3.2.4		Implement financial, technical, and educational assistance to agricultural producers through the urban county designation	
3 Fiscal Accountability	3.1 Align budget to priorities and seek alternative revenue sources	3.1.1	Establish budget priorities, accounting for unforeseen opportunities and discretionary grant funds that ensures a balanced budget using current budget year revenues	Develop and present a Balanced Annual Operational Budget and a 10-Year Comprehensive Capital Improvement Plan yearly.	
3 Fiscal Accountability	3.1 Align budget to priorities and seek alternative revenue sources	3.1.2	Centralize grants creation and administration into one department with a central point of contact for seeking and securing grants, communicating projects, priorities, initiatives, etc		Can be discontinued - Project completed
3 Fiscal Accountability	3.1 Align budget to priorities and seek alternative revenue sources	3.1.3	Evaluate and implement processes to determine if enterprise risk management is viable within the County	Introducing an Enterprise Risk Management concept for all County-Wide Strategic Decisions/Initiatives and developing the framework for implementation.	
3 Fiscal Accountability	3.1 Align budget to priorities and seek alternative revenue sources	3.1.4	Implement bi-annual review of all fiscal policies to ensure adherence and potential modifications necessary to maintain compliance with changing requirements	Implement bi-annual review of all fiscal policies to ensure adherence and potential modifications necessary to maintain compliance with changing requirements	

Goal	Objective	Initiative #	Initiative Description (original)	Initiative Description (revised)	Communication to Council, Notes
3 Fiscal Accountability	3.1 Align budget to priorities and seek alternative revenue sources	3.1.5	Review and update Procurement Ordinance, policies, and procedures to ensure compliance with all regulations and best practices	Review and update Procurement Ordinance, policies, and procedures to ensure compliance with all regulations and best practices	
3 Fiscal Accountability	3.2 Establish process to prioritize initiatives to align with available resources.	3.2.1	Implement a forecasting model that includes projects aligned with funding sources and uses		Same as 3.1.1 - Consolidate
3 Fiscal Accountability	3.2 Establish process to prioritize initiatives to align with available resources.	3.2.2	Explore alternative funding resources identified in Objective 3.1 including public-private partnerships where appropriate	Explore alternative funding resources through public-private partnerships, external grants and other sources.	
3 Fiscal Accountability	3.2 Establish process to prioritize initiatives to align with available resources.	3.2.3	Establish a clear process for vetting projects (including establishing facility priorities and determining financial resources aligning with capital improvement plan). Use this process to set short and long-term programs and projects along with the identified resources for each	Establish and implement a formal vetting process for short-term and long-term capital projects.	
3 Fiscal Accountability	3.3 Balance budget with projects that do not affect minimum thresholds	3.3.1	Define thresholds for debt, bond coverage, fund balances, etc. to align with best practices for use in all financial processes and considerations for the County Council		This has already been established by internal and state controls. Discontinuing the item.
3 Fiscal Accountability	3.3 Balance budget with projects that do not affect minimum thresholds	3.3.2	Set limits on fund balance use, including methods to determine spending capacity annually	Limit the use of fund balance to maintain the level of unassigned fund balance not less than 25% of the previous fiscal year expenditures.	
3 Fiscal Accountability	3.3 Balance budget with projects that do not affect minimum thresholds	3.3.3	Establish a performance-based budgeting process for departments, annually evaluating budget performance to fiscal year results for internal and external organizations. Evaluation results should be a determinate of future resource allocations	Establish a county-wide performance-based budgeting process for all departments.	
4 Plan for Growth	4.1 Establish plans and success metrics that enable smart growth	4.1.1	Engage in two-way communication with citizens to define "Smart Growth" in each County district. Conversations should include explanation of the roles of staff and officials, those metrics to be used implementation and 2) proper adherence to the Land Development Codes	Develop a smart growth plan and performance metrics for each County District while involving citizen participation.	
4 Plan for Growth	4.1 Establish plans and success metrics that enable smart growth	4.1.2	Develop heat-map overlays of existing and planned infrastructure. These should be updated at each plan update	Develop heat-map overlays of problem areas within the County managed infrastructure. Use this information to plan for future growth.	

Goal	Objective	Initiative #	Initiative Description (original)	Initiative Description (revised)	Communication to Council, Notes
4 Plan for Growth	4.1 Establish plans and success metrics that enable smart growth	4.1.3	Prioritize improvements to County infrastructure based on County priorities as established in strategic plan, budget and capital improvement plan and community priorities	Develop a CIP of prioritized projects.	
4 Plan for Growth	4.1 Establish plans and success metrics that enable smart growth	4.1.4	Implement a plan for department interaction to achieve organizational goals	Develop a communication plan that considers multi-departmental collaboration to achieve the goal and objective.	
4 Plan for Growth	4.1 Establish plans and success metrics that enable smart growth	4.1.5	Engage in a Diversity Study to determine resource availability and equitable distribution of resources across the County	Prepare an infrastructure plan that will utilize the results of the diversity study to ensure equitable distribution of resources.	
4 Plan for Growth	4.1 Establish plans and success metrics that enable smart growth	4.1.6	Review and update the county's SLBE capture area and vendor qualification list to ensure there is sufficient contractual competition (currently at 25-mile radius)	Identify the possibilities to provide increased opportunities for SLBEs based on the findings of the Disparity Study.	
4 Plan for Growth	4.2 Coordinate departments to prepare for anticipated growth in areas by providing water, sewer, and roads in necessary locations	4.2.1	Develop realistic 10-year capital improvement plan using GIS mapping to identify projects and allocate resources for various uses. Plan should be updated annually and modified to match needs and available resources	Develop 10-year capital improvement plan using GIS mapping to identify projects and allocate resources for various uses. Plan should be updated annually and modified to match needs and available resources	
4 Plan for Growth	4.2 Coordinate departments to prepare for anticipated growth in areas by providing water, sewer, and roads in necessary locations	4.2.2	Upon adoption of the Lower Richland Tourism Plan, implement land use components into comprehensive plan by year-end. Create a Comprehensive Plan dashboard that includes statistics related to the plan and its various initiatives	Complete Heritage Tourism Marketing Plan to encourage tourism-related economic development outlined in Lower Richland Tourism Plan	
4 Plan for Growth	4.2 Coordinate departments to prepare for anticipated growth in areas by providing water, sewer, and roads in necessary locations	4.2.3		Implement phased recommendations of Heritage Tourism Marketing Plan (TBA)	
4 Plan for Growth	4.3 Create excellent facilities	4.3.1	Define goals for facilities including location, esthetics, and accessibility and prepare maps to identify areas that are lacking plans for maintenance repairs to be targeted appropriately evaluate current facilities based upon those definitions	Develop a list of all County facilities. Evaluate each facility for esthetics, accessibility, maintenance needs, and long term goals	
4 Plan for Growth	4.3 Create excellent facilities	4.3.2	Evaluate how Richland County may support other community partners to provide services to enhance the quality of life for Richland County residents	Develop a list of organizations outside of RC Gov't and opportunities to improve the RC Residents quality of life.	

Goal	Objective	Initiative #	Initiative Description (original)	Initiative Description (revised)	Communication to Council, Notes
4 Plan for Growth	4.4 Provide equitable living and housing options	4.4.1	Define what “living and housing options” and “equitable” are for Richland County to enable appropriate community evaluation	Develop a plan that defines thresholds for what equitable housing criteria is for different socioeconomic groups living in the County, gaps for each group and strategies for bridging the gaps.	
4 Plan for Growth	4.4 Provide equitable living and housing options	4.4.2	Identify corridors that are lacking housing options		
4 Plan for Growth	4.4 Provide equitable living and housing options	4.4.3	Identify best practices based upon data and successes in communities similar to Richland County to establish benchmarks and goals for achievement that would best work for Richland County for equitable, affordable housing for all citizens	Develop a plan with information sourced from other communities to establish goals and benchmarks for equitable and achievable housing options.	
4 Plan for Growth	4.4 Provide equitable living and housing options	4.4.4	Review Richland County housing options to establish an equitable living and housing strategy. Address gaps in resident funding capabilities for housing (i.e., mortgage capabilities, tax burdens, job prospects, etc.)	Provide affordable and equitable housing options for all Richland County residents while enhancing growth opportunities within unincorporated Richland County	
4 Plan for Growth	4.1 Establish plans and success metrics that enable smart growth	4.1.7	Implement annual schedule for review of SLBE and MBE lists for accuracy	Develop quarterly evaluation of program objectives using established metrics: SLBE growth and retention, Project Utilization Goals, Affirmative Procurement Initiatives, Internal Stakeholder Engagement	
5 Public Engagement	5.1 Champion the organization and County wins	5.1.1	Create a communication team to allow employees to be County ambassadors to ensure the County has a proactive communication to internal and external parties	Create a communication team to allow employees to be County ambassadors to ensure the County has a proactive communication to all stakeholders on what the County does well and what they cannot do.	
5 Public Engagement	5.1 Champion the organization and County wins	5.1.2	Make Public Information Office (“PIO”) aware of all department efforts to ensure the most complete community engagement possible for consistent messaging and clearly define PIO role	Make Public Information Office (“PIO”) aware of all department efforts to ensure the most complete community engagement possible for consistent messaging and clearly define PIO role	
5 Public Engagement	5.1 Champion the organization and County wins	5.1.3	Development and implementation of new County website to include additional customer self-service functions and clear / consistent messaging	Development and implementation of new County website to include additional customer self-service functions and clear / consistent messaging	

Goal	Objective	Initiative #	Initiative Description (original)	Initiative Description (revised)	Communication to Council, Notes
5 Public Engagement	5.1 Champion the organization and County wins	5.1.4	Develop strategic communication plan and evaluate current state of communication to identify and address areas for improvement. Plan should include evaluation of all media avenues to determine methods for maximum impact as well as methods to ensure consistent communications message throughout all media channels. Plan should also include process to ensure visibility of County projects including the Transportation Penny	Establish Comprehensive Communication Strategy to raise public awareness and engagement concerning County Initiatives.	
5 Public Engagement	5.1 Champion the organization and County wins	5.1.5	Ensure communication indicates what the County does do as well as what they cannot do		Combined with 5.1.1
5 Public Engagement	5.1 Champion the organization and County wins	5.1.6	Remove communication silos by increasing visibility into departments, staff members, Council, and the County residents and introducing more public meetings	Remove communication silos by increasing visibility into departments, staff members, Council, and the County residents and introducing more public meetings	
5 Public Engagement	5.2 Foster positive public engagement with constituents and create opportunities to allow us to “tell our own story”	5.2.1	Engage community stakeholders to provide public feedback on the benefits of Richland County		Combined with 5.2.2
5 Public Engagement	5.2 Foster positive public engagement with constituents and create opportunities to allow us to “tell our own story”	5.2.2	Develop community networks to develop opportunities for public speaking engagements to educate the community on Richland County services and projects for communication 5.2 (1)	Develop community networks to develop opportunities for public outreach to educate the community on Richland County services and projects for communication.	
5 Public Engagement	5.2 Foster positive public engagement with constituents and create opportunities to allow us to “tell our own story”	5.2.3	Identify key audiences, social capital organizations, and partners to determine most effective and frequent communication	Identify key audiences, social capital organizations, and partners to determine most effective and frequent communication	
5 Public Engagement	5.2 Foster positive public engagement with constituents and create opportunities to allow us to “tell our own story”	5.2.4	Ensure messaging is morale-boosting and catered to targeted audiences, and establish proactive media relationships and gather a wide variety of department specific and technical information to communicate through these relationships	Ensure messaging is morale-boosting and catered to targeted audiences. Establish how to best relay messaging	

Goal	Objective	Initiative #	Initiative Description (original)	Initiative Description (revised)	Communication to Council, Notes
5 Public Engagement	5.3 Complete and celebrate penny projects to create excitement in the community	5.3.1	Develop a comprehensive communication strategy for Penny tax projects to include hashtags and taglines for penny uses and penny signs using appropriate funding sources and engage in ribbon cutting events for transportation projects funded through penny programs and engage in public education on what the penny's purpose is Rely on public testimonials for value-add transformation stories. Gather best practices for modeling penny projects statewide		Combined with 5.1.4 It was suggested that goal 5.3 could be removed entirely, as it is captured in 5.1.4. The team working on this goal stated that there are many important communication initiatives happening in Richland, including Penny Projects, Land Use Development, and others. They decided it would best to focus on a fullsome communication strategy, rather than singling out Penny Projects.
5 Public Engagement	5.3 Complete and celebrate penny projects to create excitement in the community	5.3.2	Establish a landing page on County website for penny highlights / penny project completion		Combined with 5.1.4
5 Public Engagement	5.4 Develop a community engagement plan development	5.4.1	Develop a community engagement plan with realistic expectations of potential benefits, including: - Develop resident lists for involvement in community engagement plan - Ensure capitalization on current community conversations for community enhancement - Create department specific public engagements	Develop a community engagement plan with realistic expectations of potential benefits.	Bullet points captured in checklist items
5 Public Engagement	5.4 Develop a community engagement plan development	5.4.2	Develop method to notify Council members about planned activities and events in their districts	Develop method to notify Council members about planned activities and events in their districts	
5 Public Engagement	5.5 Ensure residents have a clear understanding of what County Government functions are and are not	5.5.1	Establish an educational campaign communicating government functions and positive County attributes to residents, businesses, and partnering organizations	Establish an educational campaign communicating government functions and positive County attributes to residents, businesses, and partnering organizations	
5 Public Engagement	5.5 Ensure residents have a clear understanding of what County Government functions are and are not	5.5.2	Establish communication strategy addressing other entities with the word's "Richland County" in their organization's name to ensure the public knows what is / is not controlled by the Richland County Council	Establish communication strategy addressing other entities with the word's "Richland County" in their organization's name to ensure the public knows what is / is not controlled by the Richland County Council	
5 Public Engagement	5.5 Ensure residents have a clear understanding of what County Government functions are and are not	5.5.3	Create staff and Council fieldwork initiatives to enhance visibility and communicate County functions, services, and goals directly to the public (e.g., taking the Government to the people)	Create staff and Council fieldwork initiatives to enhance visibility and communicate County functions, services, and goals directly to the public (e.g., taking the Government to the people)	

Goal	Objective	Initiative #	Initiative Description (original)	Initiative Description (revised)	Communication to Council, Notes
6 Operational Excellence	6.1 Establish competitive employee compensation	6.1.1	Explore a livable wage model for County employees through competitive benchmarks	Implement wages in order to be competitive to the local market.	
6 Operational Excellence	6.1 Establish competitive employee compensation	6.1.2	Undertake a compensation study for all County positions that establishes appropriate compensation for specific skills. Rely on market trends, neighboring organizations, and County capabilities to increase competitive salary		Completed. Initial salary results will be implemented on 12/21/2023
6 Operational Excellence	6.1 Establish competitive employee compensation	6.1.3	Develop an implementation strategy using the results of the compensation study in 6.1 (2) to establish a salary growth plan and career progression	Implement a County Council-approved step-based compensation plan.	
6 Operational Excellence	6.1 Establish competitive employee compensation	6.1.4	Implement 6.1 (2) to re-classify key positions and review existing staff salaries		Combined with 6.1.3
6 Operational Excellence	6.1 Establish competitive employee compensation	6.1.5	Evaluate health insurance and family benefit costs and consider additional benefits for employees		Completed. Consider other benefits such as employee health clinic or day care facilities.
6 Operational Excellence	6.2 Encourage investment in employee and County development	6.2.1	Determine appropriate staffing levels and implement a workforce development program for County employees. Assess and implement changes to the hiring and promotion processes that ensure inclusiveness and equitability		Already addressed in 6.1.3
6 Operational Excellence	6.2 Encourage investment in employee and County development	6.2.2	Establish internships, mentorships, stipends, and grants for workforce growth in Richland County Government to encourage local government employment		Advise on the intended purpose for the workforce growth grants. The County has an established internship program, but staff welcomes feedback on suggested modifications. The Workday implementation will require more conversations surrounding mentorships.
6 Operational Excellence	6.2 Encourage investment in employee and County development	6.2.3	Explore alternative methods to recruit and retain high quality talent	Develop and deliver Human Resources management/supervisory development training to personnel. Richland County will continue to explore diverse mechanisms for recruiting high quality talent.	

Goal	Objective	Initiative #	Initiative Description (original)	Initiative Description (revised)	Communication to Council, Notes
6 Operational Excellence	6.3 Modernize employee technology	6.3.1	Perform a technology assessment to prioritize and assess County operational needs	Upgrade most of the County's server, router, and switching infrastructure in addition to PC replacement.	Richland County will monitor and track infrastructure gear in our continuing effort to replace aging county equipment due to life expectancy and minimization of security risks. IT is currently upgrading most of the County's server, router, and switching infrastructure. We are in the first year of this 3 year project. Also, we will continue our PC replacement program to keep our users computing needs up to date. Both of these efforts help minimize operational downtime.
6 Operational Excellence	6.3 Modernize employee technology	6.3.2	Further d Develop a cybersecurity program in Richland County Departments	Implementing dual factor authentication county-wide for remote and critical system access and hire a CISO.	Richland County will continue to increase our cyber security efforts. We are in the process of implementing dual factor authentication county-wide for remote and critical system access. We are requesting a new position for a CISO in FY25 budget to ensure that all cybersecurity best practices, policies and initiatives are coordinated and enforced for a holistic effort across the organization.
6 Operational Excellence	6.4 Address employee related matters to create a more desirable workplace	6.4.1	Update the Grievance Policy to ensure alignment with current employment policies, procedures, and practices. Review Committee process, procedures, and standard operating procedures to ensure due process in all Committee activities	Update employee handbook to include the grievance policy.	
6 Operational Excellence	6.4 Address employee related matters to create a more desirable workplace	6.4.2	Create a feedback mechanism for employees to be able to provide opinions and ideas to create an exceptional workplace culture	Establish and administer an electronic annual job satisfaction survey.	
6 Operational Excellence	6.5 Develop metrics of accountability to for the strategic plan to achieve and maintain excellence	6.5.1	Implement a process of strategic plan management to correspond to the Strategic plan. The plan should ensure timely accountability, completion timeline, and metric submissions for all strategic plan initiative items, and benchmark department functions to ensure strategic plan progress	Implement a process of strategic plan management to correspond to the Strategic plan. The plan should ensure timely accountability, completion timeline, and metric submissions for all strategic plan initiative items, and benchmark department functions to ensure strategic plan progress	
6 Operational Excellence	6.5 Develop metrics of accountability to for the strategic plan to achieve and maintain excellence	6.5.2	Design and implement an annual employee performance evaluation tool in Workday	Design and implement an annual employee performance evaluation tool in Workday	

Goal	Objective	Initiative #	Initiative Description (original)	Initiative Description (revised)	Communication to Council, Notes
6 Operational Excellence	6.5 Develop metrics of accountability to for the strategic plan to achieve and maintain excellence	6.5.3	Introduce Standard Operating Procedures (SOPs) for all strategic objectives in Goal 6 to build a body of guiding documents each department can use		Isn't the strategic plan the "SOP" that should clearly outline the strategies and the cascading objectives/initiatives with supporting information that explains how to accomplish each strategy?
6 Operational Excellence	6.6 Create reporting dashboards	6.6.1	Implement a performance measurement system to documented progress and history of activities related to County operations that utilizes data and analyze trends for operational efficiency	Implement performance measures dashboards	
6 Operational Excellence	6.7 Address current and future resource needs	6.7.1	Complete 911 Call Center development	Construct the Public Safety Complex at Columbia Place Mall	
6 Operational Excellence	6.7 Address current and future resource needs	6.7.2	Build and complete Family Services Center for DSS and related agencies	Construct office space for state agencies at Columbia Place Mall	
6 Operational Excellence	6.7 Address current and future resource needs	6.7.3	Implement timeline and funding proposals as a required information prior to capital project consideration for approval	Implement a process to ensure a feasibility study is completed for each proposed capital project prior to budget submission	
6 Operational Excellence	6.7 Address current and future resource needs	6.7.4	Create a proposal to address Courthouse facility concerns. Plan should include communication with State and Federal resources for funding to develop a new, multi-purposed Courthouse building. Plan should reflect timeline and requisite steps	Conduct a facility needs assessment for the Judicial Center.	
6 Operational Excellence	6.8 Define and develop a plan to ensure equitable services for all citizens that promotes diversity and inclusion	6.8.1	Undertake a diversity study to provide necessary data to enable the measurement and success of efforts to further equity, diversity and inclusion	Undertake a diversity study to provide necessary data to enable the measurement and success of efforts to further equity, diversity and inclusion	
6 Operational Excellence	6.8 Define and develop a plan to ensure equitable services for all citizens that promotes diversity and inclusion	6.8.1	Develop a strategic diversity, equity, and inclusion plan	Develop a strategic diversity, equity, and inclusion plan	
6 Operational Excellence	6.8 Define and develop a plan to ensure equitable services for all citizens that promotes diversity and inclusion	6.8.2	Explore hiring a Chief Equity/Diversity Officer	Establish a position description for a Chief Diversity Officer and work with an executive search firm to fill the position.	
6 Operational Excellence	6.8 Define and develop a plan to ensure equitable services for all citizens that promotes diversity and inclusion	6.8.3	Implement a training program for managers and supervisors that furthers a culture of equity, diversity and inclusion	Implement a training program for managers and supervisors that furthers a culture of equity, diversity and inclusion	
6 Operational Excellence	6.8 Define and develop a plan to ensure equitable services for all citizens that promotes diversity and inclusion	6.8.4	Explore Richland County becoming a member of GARE - Gov't Alliance for Racial Equity	Join Government Alliance for Racial Equity as an Associate Member	



REQUEST OF ACTION

Subject: FY24 - District 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$2,000** for District 7.

B. Background / Discussion

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 53,025
Wiley Kennedy Foundation	\$ 2,000
Total Allocation	\$ 2,000
Remaining FY2024 Balance	\$ 85,950

C. Legislative / Chronological History

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

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.