

RICHLAND COUNTY
SPECIAL CALLED MEETING
AGENDA



TUESDAY NOVEMBER 12, 2024

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2024



Jessica Mackey
District 9
Chair



Overture E. Walker
District 8



Chakisse Newton
District 11



Cheryl D. English
District 10



Deirrek Pugh
District 2
Vice Chair



Jason Branham
District 1



Gretchen D. Barron
District 7



Yvonne McBride
District 3



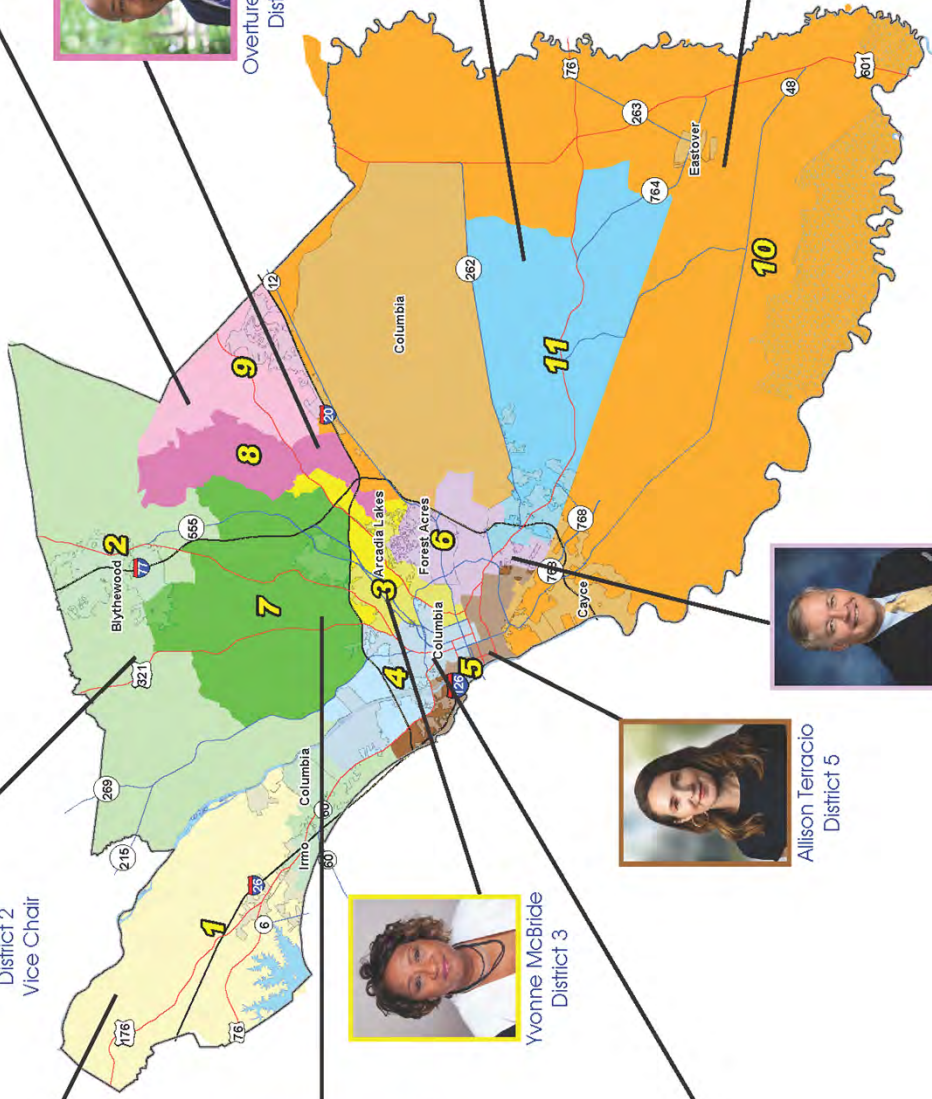
Allison Terracio
District 5



Paul Livingston
District 4



Don Weaver
District 6





**Richland County
Special Called Meeting**

AGENDA

November 12, 2024 - 6:00 PM
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER** The Honorable Jesica Mackey
 - a. ROLL CALL
2. **INVOCATION** The Honorable Cheryl English
3. **PLEDGE OF ALLEGIANCE** The Honorable Cheryl English
4. **APPROVAL OF MINUTES** The Honorable Jesica Mackey
 - a. Special Called Meeting: October 15, 2024 **[PAGE 11]**
 - b. Regular Session: October 15, 2024 **[PAGES 12-17]**
 - c. Zoning Public Hearing: October 22, 2024 **[PAGES 18-20]**
5. **ADOPTION OF AGENDA** The Honorable Jesica Mackey
6. **REPORT OF ATTORNEY FOR EXECUTIVE SESSION ITEMS** Patrick Wright,
County Attorney

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

 - a. Legal Advice: Clerk of Court/Judicial Center - CASA & Legislative Delegation [Pursuant to S.C. Code of Laws, Sec. 30-4-70(a)(2)]
 - b. Contractual Matter – Alvin S. Glenn Detention Center & Department of Mental Health - Columbia Area Mental Health Center [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
 - c. Fire Services Agreement between the City of Columbia and Richland County [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]

- d. Personnel Matter: Clerk to Council Contract [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]

7. CITIZEN'S INPUT

The Honorable Jesica Mackey

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

8. CITIZEN'S INPUT

The Honorable Jesica Mackey

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

9. REPORT OF THE COUNTY ADMINISTRATOR
[PAGES 21-59]

Leonardo Brown,
County Administrator

- a. UPDATES FOR CONSIDERATION

1. Comprehensive Plan Update **[PAGE 23]**

2. Employee Climate Survey

- 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. Grants & Community Outreach - Contract Approval for FY2024 CDBG Projects **[PAGES 24-43]**

2. Department of Public Works - Roads & Drainage Maintenance - Dump Truck Purchase **[PAGES 44-46]**

3. Utilities - SC Rural Water Association Voting Delegate Renewal **[PAGES 47-50]**

4. Department of Public Works - Jim Hamilton-LB Owens Airport SC Aeronautics Commission Grant - Beacon Project **[PAGES 51-59]**

10. REPORT OF THE CLERK OF COUNCIL

Anette Kirylo,
Clerk to Council

11. REPORT OF THE CHAIR

The Honorable Jesica Mackey

- a. 2024 Transportation Referendum

12. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Jesica Mackey

- a. An Ordinance Authorizing a deed to the City of Columbia to waterlines running under and along the dirt road paving project at Summer Haven Drive from Haven Circle to Dead End; Richland County TMS #01312-02-02 & 03, 01312-03-03 & 04, & 01315-01-07 (portion); CF #354-47
- 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 Richland Owner LLC, a company previously identified as Project Flare; and other related matters

13. APPROVAL OF CONSENT ITEMS

The Honorable Jesica Mackey

- a. Case # 24-013MA
Krut Patel
HI to R3 (33.33 Acres)
2336 Hard Scrabble Road
TMS #R17211-01-02 [District 7] [SECOND READING] **[PAGES 60-61]**
- b. Case #24-018MA
Bonnie Joshi
HM to RT (4.39 Acres)
140 Richland Farms Road
TMS #R30953-01-06 [District 11] [SECOND READING] **[PAGES 62-63]**
- c. Case # 24-034MA
Willie Simmons
INS to R3 (0.52 Acres)
N/S Innsbrook Drive
TMS #R07401-07-22 [District 5] [SECOND READING] **[PAGES 64-65]**
- d. Case # 24-039MA
Joy C. McMillion
HM to RT (4.08 Acres)
1140 Congaree Road
TMS #R24700-10-30 [District 11] [SECOND READING] **[PAGES 66-67]**
- e. Case # 24-041MA
Norman Gross
AG to HM (40.08 Acres)
1463 Ridge Road
TMS #R24900-07-24 [District 11] [SECOND READING] **[PAGES 68-69]**

- f. Community Planning & Development - Heritage Tourism Marketing Plan [\[PAGES 70-85\]](#)

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 Richland Owner LLC, a company previously identified as Project Flare; and other related matters [\[PAGES 86-109\]](#)
- b. An Ordinance Authorizing a deed to the City of Columbia to waterlines running under and along the dirt road paving project at Summer Haven Drive from Haven Circle to Dead End; Richland County TMS #01312-02-02 & 03, 01312-03-03 & 04, & 01315-01-07 (portion); CF #354-47 [\[PAGES 110-127\]](#)

15. REPORT OF THE STRATEGIC PLANNING AD HOC COMMITTEE

The Honorable Jesica Mackey

- a. A Resolution authorizing the formation of a public-private partnership for economic development; approving the bylaws governing the business and activities of the public-private partnership; and other related matters [\[PAGES 128-144\]](#)

16. REPORT OF THE COMMUNITY IMPACT GRANTS COMMITTEE

The Honorable Jesica Mackey

- a. Current Grantee Status Update [\[PAGE 145\]](#)
- b. Community Partner Determination [\[PAGES 146-151\]](#)
- c. Areas of Impact
- d. Application [\[PAGES 152-156\]](#)

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

The Honorable Chakisse Newton

- a. Consultant Contract [EXECUTIVE SESSION]
- b. Annual Evaluation [EXECUTIVE SESSION]
 - 1. County Administrator

2. County Attorney

3. Clerk to Council

c. Employee Contract Review [EXECUTIVE SESSION]

18. OTHER ITEMS

The Honorable Jescia Mackey

a. FY25 - District 2 Hospitality Tax Allocations [PAGES 157-158]

1. The Big Red Barn Retreat - \$5,000

2. Omega Men of Columbia- \$7,500

3. Women's SC Golf Association - \$5,000

b. FY25 - District 3 Hospitality Tax Allocations [PAGES 159-160]

1. Auntie Karen Foundation - \$33,000

2. Township Auditorium - \$20,000

3. Kemetec Institute – 2024 Kwanzaa - \$10,000

4. Columbia (SC) Chapter of the Link, Inc. - \$10,000

5. South Carolina Ballet - \$10,000

6. Jack & Jill of America- Columbia SC - \$7,000

7. Greater Columbia CRC - \$10,000

8. Dapper & Distinguished Gentlemen - \$5,000

9. Columbia World Affairs Council - \$7,000

10. Wiley Kennedy Foundation - \$20,000

c. FY25 - District 4 Hospitality Tax Allocations [PAGES 161-162]

1. SC Restaurant & Lodging Association - \$5,000

2. The Big Red Barn Retreat - \$5,000

3. Columbia World Affairs Council - \$10,000

d. FY25 - District 5 Hospitality Tax Allocations [PAGES 163-164]

1. Dapper & Distinguished Gentlemen - \$5,000

- e. FY25 - District 6 Hospitality Tax Allocations **[PAGES 165-166]**
 - 1. Camp Cole Foundation - \$10,000
 - 2. SC Philharmonic - \$10,000
 - 3. Columbia Music Fest Association - \$5,000
- f. FY25 - District 7 Hospitality Tax Allocations **[PAGES 167-168]**
 - 1. ColaJazz Foundation - \$5,000
 - 2. Black Pages International - \$5,000
 - 3. The Big Red Barn Retreat - \$10,000
 - 4. Kappa Foundation of Columbia - \$7,500
 - 5. Share a Smile PHP - \$5,000
 - 6. Junior League of Columbia - \$15,000
- g. FY25 - District 8 Hospitality Tax Allocations **[PAGES 169-170]**
 - 1. Columbia (SC) Chapter of the Links, Inc. - \$7,500
 - 2. Kappa Foundation of Columbia - \$7,500
- h. FY25 - District 9 Hospitality Tax Allocations **[PAGES 171-172]**
 - 1. Columbia (SC) Chapter of the Link, Inc. - \$7,500
- i. FY25 - District 10 Hospitality Tax Allocations **[PAGES 173-174]**
 - 1. SC Gospel Quartet Awards - \$10,000
 - 2. Town of Eastover - \$10,000
 - 3. LR Sweet Potato Festival - \$25,000
 - 4. Kingville Historical Foundation - \$25,000
- j. FY25 - District 11 Hospitality Tax Allocations **[PAGES 175-176]**
 - 1. SC Gospel Quartet Awards - \$10,000
- k. A Resolution to appoint and commission Ashley Bush as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County **[PAGE 177]**

- l. A Resolution to appoint and commission Kendrick Hammond as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County **[PAGE 178]**
- m. A Resolution to appoint and commission William Dodge as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County **[PAGE 179]**
- n. A Resolution declaring the results of the 2024 Special Sales and Use Tax Referendum; and other related matters

19. 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

20. MOTION PERIOD

21. ADJOURNMENT

The Honorable Jesica Mackey



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



Richland County Council
Special Called Meeting
MINUTES
October 15, 2024 – 3:30 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Jesica Mackey, Chair; Derrek Pugh, Vice-Chair; Jason Branham, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, and Chakisse Newton

NOT PRESENT: Yvonne McBride, Overture Walker, and Cheryl English

OTHERS PRESENT: Michelle Onley, Aric Jensen, Leonardo Brown, Anette Kirylo, Susan O’Cain, Kyle Holsclaw, Angela Weathersby, Michael Maloney, Jackie Hancock, and Patrick Wright.

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 3:30 PM.
2. **ADOPTION OF AGENDA** – Mr. Pugh moved to adopt the agenda as published, seconded by Mr. Weaver.

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

Not Present: McBride, Walker, and English

The vote in favor was unanimous.

3. **PUBLIC HEARING**
 - a. A joint public hearing pursuant to SC Code Ann § 4-37-30(a)(2) relating to the referendum to be held at the general election on November 5, 2024 on the question of the imposition of a special sales and use tax to fund certain transportation needs of Richland County, South Carolina
 1. Betty Gregory, 1211 Adger Road, Columbia, SC 29205 – In Favor
 2. Heyward Bannister, 2206 Lincoln Street, Columbia, SC 29201 – In Favor

The floor to the public hearing was closed.

4. **ADJOURNMENT** – Ms. Barron moved to adjourn the meeting, seconded by Mr. Pugh.

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

Not Present: McBride, Walker, and English

The vote in favor was unanimous.

The meeting adjourned at approximately 3:35 PM.



Richland County Council
Regular Session
MINUTES
October 15, 2024 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Leonardo Brown, Anette Kirylo, Susan O’Cain, Patrick Wright, Judy Carter, Jackie Hancock, Jennifer Wladischkin, Ashiya Myers, Aric Jensen, Kyle Holsclaw, Michael Maloney, Tamar Black, Synithia Williams, Sandra Haynes, Ashley Fullerton, Michelle Onley, Angela Weathersby, Michael Byrd, John Thompson, Quinton Epps, Venyke Harley, Phil Harris, and Geo Price

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

2. **INVOCATION** – The Invocation was led by Dr. George Ashford, Journey United Methodist Church.

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

POINT OF PERSONAL PRIVILEGE – Ms. Mackey recognized Judge Donald Simons, Judge Valerie Strom, Judge Harold Cuff, Colleton County Vice-Chair Phillip Taylor, Chief Jenkins, and members of the Columbia-Richland Fire Service were in the audience.

Ms. McBride noted that Mr. Taylor is also the President of the South Carolina Coalition of Black County Officials.

4. **PRESENTATION OF PROCLAMATION**

a. A Proclamation Recognizing October as Fire Prevention Month in Richland County – Ms. Mackey presented the proclamation recognizing October as Fire Prevention Month.

POINT OF PERSONAL PRIVILEGE – Ms. English thanked those who contributed to the success of the Hopkins Magistrate’s Renaming Ceremony.

5. **APPROVAL OF MINUTES**

a. Regular Session: October 1, 2024 – Ms. Barron moved to approve the minutes as distributed, seconded by Ms. McBride.

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. Patrick Wright, County Attorney, requested to add Rescreen v. Richland County, pursuant to SC Code 30-4-70(a)(2).

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

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)** – County Attorney Patrick Wright noted the following item was eligible for Executive Session:

- a. Legal Update: Randolph v. Richland County [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- b. Property Inquiry – Capital Project: Columbia Place Mall [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- c. Fire Services Agreement between the City of Columbia and Richland County [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- d. Rescreen v. Richland County [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]

8. **CITIZENS' INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing – 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. Phillip Taylor, 301 Simmons Street, Walterboro, SC 29488 – Expressed appreciation for Ms. McBride, Mr. Pugh, and Mr. Livingston attending the SC Coalition of Black County Officials meeting on October 5, 2024. He presented a Certificate of Appreciation to the Clerk of Council, Anette Kirylo, for her service to the SC Coalition of Black County Officials.

Mr. Pugh thanked Mr. Taylor for his leadership of the SC Coalition of Black County Officials.

Ms. McBride expressed her appreciation for Ms. Kirylo's assistance coordinating the meeting.

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Updates for Consideration:

- 1. *Soil and Water Conservation District – Annual Report* – Mr. Kenny Mullis, Soil and Water Conservation District Chair, presented their annual report to Council.
- 2. *Independent Accountant's Report – Transportation Sales and Use Tax for the Fiscal Year Ended June 30, 2023* – The County Administrator, Mr. Leonardo, indicated it was their understanding the information provided in this report was internal and could not be shared with the general public. In speaking with the audit company, they maintained the report could not be used for external purposes, but we could make it public. (“*This report is intended solely for the information and use of Richland County, South Carolina, and is not intended to be and should not be used by anyone other than this specified party.*”)

Mr. Brown stated the report says, “We have examined Richland County, South Carolina’s assertion that the County has expended its proceeds from its local transportation sales and use tax in compliance with the requirements of South Carolina Department of Revenue, Revenue Ruling #22-2, and the South Carolina Code of Laws, Chapter 37, Title 4, for the fiscal year ended June 30, 2023. Management of the County is responsible for its assertion. Our responsibility is to express an opinion on the County’s compliance with the specified requirements associated with the use of its local transportation sales and use tax based on our examination.”

“In our opinion, the County complied, with all material respects, with the requirements of South Carolina Department of Revenue, Revenue Ruling #22-2, and the South Carolina Code of Laws, Chapter 37, Title 4, relating to its expenditures of its local transportation sales and use tax for the fiscal year ended June 30, 2023.”

Mr. Brown noted this report is another way the County gets an independent audit of its use of the penny by a third-party provider. The provider determines whether the use of the sales and use tax complies with the revenue ruling.

Mr. Walker inquired how many consecutive years the County has received a similar report.

Mr. Brown responded since the revenue ruling, the County has received an annual audit with similar information.

Mr. Weaver inquired if there are plans to provide the report to the media.

Mr. Brown replied the purpose of releasing the report was to inform the public of the responsibility taken by the Council, through staff, to be responsible for the expenditures of the Penny Program. If the media chose to utilize this information, they could do so. It was not necessarily about telling the media but informing the public through its elected body about the work that staff has done to commit to fiscal responsibility through the sales and use tax.

- 3. *Comprehensive Plan Update* – Ms. Synthia Williams, Community Planning & Development Director, stated the planning team met on October 3rd. At that meeting, they finalized their plans for an engagement strategy, including three (3) large public forums during each phase of the project, combined with in-person and virtual meetings to gain public feedback. The Nealon Planning recommended that we put together an advisory committee to work with us to advise staff and the consulting team on the best ways

to reach the public and look at the outreach materials. The advisory committee will not take the place of the Planning Commission. The Planning Commission will still make the final recommendation to Council. The agenda packet includes a letter detailing what we are looking for as you consider advisory committee members. We are requesting that each Council member provide us with two names: a prospective appointee and an alternate in the event the prospective appointee is unable to serve. We would like to have a diverse group. For example, long-time residents vs. newcomers, those looking for growth vs. those who do not wish to see a lot of growth, and business people vs. residents. The plan is to have at least four (4) in-person meetings over the course of the year that we work on the Comprehensive Plan. The advisory committee members will be asked to attend any community or town hall meetings to hear directly from the public. If possible, they would like to have advisory committee member recommendations by the end of October so they can have an initial welcome meeting before the holidays. In addition, they are working to establish a separate website that will have information about what the Comprehensive Plan is and when the public hearings will be held. There will also be surveys on the website that will allow individuals unable to attend the public meetings to provide feedback.

Ms. Newton inquired if we will be asking citizens for general input on the Comprehensive Plan or for them to review materials and talk about outreach.

Ms. Williams indicated that the feedback from public meetings will be brought back to the advisory committee for review.

Ms. Barron asked if each Council member's advisory committee recommendation would be placed on the advisory committee or if it was merely a recommendation.

Ms. Williams replied that the individual the Council member recommends will become a member of the advisory committee. Alternate recommendations will only be utilized if the initial person recommended is unable to serve.

Ms. Barron inquired if the advisory committee member needed to live in the respective district or if the individual could be a business owner in said district.

Ms. Williams responded that if the person is a business owner in the district, they are welcome to represent the district.

Mr. Livingston voiced concern regarding diversity on the advisory committee if each Council member recommends a representative for their district. He suggested having three (3) at-large members.

Ms. Williams stated she would take Mr. Livingston's recommendation to the planning committee. In addition, if the council recommendations did not include enough diversity, they could come back to Council.

Ms. Mackey inquired when they anticipate holding the first public forum.

Ms. Williams said they would like the first public forum before the Christmas holidays.

4. *South Carolina Association of Counties: Fall Advocacy Meeting, Institute of Government, and Awards – October 16-17, 2024* – Mr. Brown stated he and Ms. Mackey had been requested to serve on a panel for the upcoming Institute of Government: Strategic Planning class.
 5. *General Updates* – Mr. Brown pointed out that the County was again awarded "Excellence in Financial Reporting" from the Government Finance Officers Association of the United States and Canada.
- b. Administrator's Nomination: (Items in this section require action that may prejudice the County's interest in a discernible way [i.e., time-sensitive, exigent, or of immediate importance])
1. *Midlands Workforce Development Board – Local Workforce Development Area Subsequent Designation Petition* – Mr. Brown noted this is a recurring request for the Chair to sign the designation petition and corresponding consortium agreement. He noted the agreement says, "The parties to this agreement concur to an equitable delineation of responsibility, duty, and partnership with regard to the implementation and execution of WIOA. This partnership includes the selection of a fiscal agent and administrative entity for the purposes of oversight, management, and operation of Adult, Dislocated Worker, and Youth activities, as well as the One-Stop delivery system."

Ms. Barron moved to authorize the Chair to execute the designation petition and corresponding consortium agreement, seconded by Ms. Newton.

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 this item, seconded by Ms. Newton.

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

The motion for reconsideration failed.

2. *Construction Contract Approval – Olympia Magistrate* – Mr. Brown stated Items 10(b)(2) & (3) have been before the body. They are a part of the process Council requested the magistrates to go through to identify their priorities for the magistrate facilities. The funds have been allocated for the projects. The recommendation is to approve the construction contracts for the Olympia and Pontiac Magistrate facilities.

3. *Construction Contract Approval – Pontiac Magistrate*

Ms. McBride moved to approve Items 10(b)(2) and (3), 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. English moved to reconsider Items 10(b)(2) and (3), seconded by Ms. Newton.

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

The motion for reconsideration failed.

4. *New Employee Probationary Period* – Ms. Venyke Harley, Human Resource Services Director, stated the request is to change our new employee probationary policy to have our language align with industry best practices. Currently, we use the language of “probationary period.” Oftentimes, this can convey a special employment right, so we would like to change the language to “introductory period.” Our current probationary period is one (1) year. Industry standards are between 90 days and six (6) months. We propose reducing the probationary period to six (6) months. We are hoping this will assist with recruitment and retention. This will also help us to align with the Strategic Plan’s Goal 6: “Operational Excellence”. To be eligible for the step-plan, an employee must complete their probationary period. As it currently stands, without reducing our “introductory period,” we could have employees waiting approximately twenty-seven (27) months before they get an increase.

Ms. Barron inquired when the changes would go into effect.

Ms. Harley responded that the changes would be effective November 1, 2024. She noted they are currently working to get the first step increases approved and implemented.

Mr. Weaver inquired if there is funding in the current budget to implement the change.

Ms. Harley responded in the affirmative.

Ms. McBride 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.

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

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

The motion for reconsideration failed.

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

- a. Proposed 2025 Council Meeting Schedule – Ms. Anette Kirylo, Clerk to Council, indicated the proposed 2025 Council meeting schedule could be found on pp.155-156 of the agenda packet.

Mr. Weaver moved to amend the calendar to move the July 1st meeting to July 8th and then approve the proposed calendar, seconded by Mr. Branham.

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 this item, seconded by Mr. Livingston.

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

The motion for reconsideration failed.

- b. Transportation Penny Town Halls – The Clerk of Council, Anette Kirylo, noted that several town hall meetings have been scheduled to keep the community informed. The meetings are as follows:
1. Districts 1 and 2 Town Hall – October 21, 6:00-7:30 PM, Friarsgate Park
 2. Districts 8 and 9 Town Hall – October 23, 6:00-7:30 PM, R2i2 Conference Center
 3. Districts 2 and 7 Town Hall – October 24, 6:00-7:30 PM, Doko Manor
 4. Districts 10 and 11 Town Hall – October 28, 6:00-7:30 PM, TBD

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

13. **APPROVAL OF CONSENT ITEMS**

- a. Case #24-007MA, Gunil G. Kim, R3 to GC (.24 Acres), 105 Weir Road, TMS #R19902-02-07 {District 7} [THIRD READING]
- b. Case #24-019MA, Bonnie Joshi, HM to RT (5.17 Acres), E/S Windsorwood Court, TMS #R32400-06-23 {District 10} [THIRD READING]
- c. Case #24-022MA, Kevin Meetze, PD to RT (3.17 Acres), 1925 Kennerly Road, TMS #R04200-06-13 {District 1} [THIRD READING]
- d. Case #24-023MA, Madison Pickrel, GC to R5 (21.07 Acres), E/S Northeastern Freeway, TMS #R17003-01-04 {District 7} [THIRD READING]
- e. Case #24-025MA, Mike Crandall, INS to GC (1.3 Acres), 1765 Dutch Fork Road, TMS #R02408-01-01 {District 1} [SECOND READING]
- f. Case #24-029MA, Lindsay S. Van Slambrook, Esq., GC to MU3 (2.36 Acres), 1335 Garner Lane, TMS #R07406-01-05 {District 4} [THIRD READING]
- g. Case #031MA, Pastor Levern McKenny, R2 to MU1, 438 Rabon Road, TMS #R17209-01-06 {District 7} [THIRD READING]
- h. Operational Services – Upper Ballentine Fire Station Architectural Services

Ms. Terracio moved to approve Items 13(a)-13(g), seconded by Mr. Walker.

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 13(a)-13(g), seconded by Ms. Terracio.

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

The motion for reconsideration failed.

14. **SECOND READING ITEMS**

- a. An Ordinance authorizing the execution and delivery of an amendment to the infrastructure credit agreement by and between Richland County, South Carolina, and Gable Oaks Housing Associates, LP; and other related matters – Ms. McBride moved to defer this item until the November 12th Council meeting, seconded by Ms. Barron.

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

The vote in favor was unanimous.

- b. An Ordinance authorizing a deed to the City of Columbia to waterlines running under and along the dirt road paving project at Summer Haven Drive from Haven Circle to Dead End; Richland County TMS #01312-02-02 & 03, 01312-03-03 & 04, & 01315-01-07 (portion); CF #354-47 – Ms. Newton moved to approve this item, seconded by Mr. Branham.

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

The vote in favor was unanimous.

15. **OTHER ITEMS**

- a. FY25 – District 2 Hospitality Tax Allocations (Blythewood Historical Society - \$10,000; Auntie Karen Foundation - \$3,000) – Ms. Newton moved to approve this item, 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. Barron 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.

16. **EXECUTIVE SESSION** – 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 7:09 PM
and came out at approximately 7:56 PM*

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

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

The vote in favor was unanimous.

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

- a. Legal Update: Randolph v. Richland County [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.
- b. Property Inquiry – Capital Projects: Columbia Place Mall [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – Ms. McBride moved to authorize the Administrator to explore property interests, as discussed in Executive Session, seconded by Ms. Barron.

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

Opposed: Weaver

Not Present: Pugh

The vote was in favor.

- c. Fire Services Agreement between the City of Columbia and Richland County [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.
- d. Rescreen v. Richland County – No action was taken.

17. **MOTION PERIOD**

- a. For the purpose of preserving the historical character of the Olympia neighborhood, I move to within 12 months create a neighborhood character overlay in tandem with an update to the neighborhood plan for the Olympia neighborhood. During this time a moratorium on new construction, rezoning, demolition, and substantial rehabilitation (50% or more of lot area, building square footage, change in use) will be in place. [TERRACIO and ENGLISH] – Ms. Mackey referred the motion to the Development & Services Committee.

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

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

Not Present: Pugh

The vote in favor was unanimous.

The meeting adjourned at approximately 7:59 PM.



Richland County Council
Zoning Public Hearing
MINUTES
October 22, 2024 – 7:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

NOT PRESENT: Yvonne McBride

OTHERS PRESENT: Geo Price, Angela Weathersby, Anette Kirylo, Michelle Onley, Tina Davis-Gooden, Jackie Hancock, Tommy DeLage, Kyle Holsclaw, Kenny Bowen, Patrick Wright, and Synithia Williams

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 7:00 PM.
Ms. Mackey noted that Ms. McBride notified the Clerk of Council’s Office that she would not be able to attend tonight’s meeting.

2. **ADDITIONS/DELETIONS TO THE AGENDA** – There were no additions or deletions.

3. **WITHDRAWALS/DEFERRALS** – Ms. Barron moved to defer Case # 24-021MA, Heather Elenbaum, M-1 to R4 (83.75 Acres), 1723 Hard Scrabble & N/S Hard Scrabble Road, TMS #R17301-01-01 and 02, R17302-01-01 and 02 to the November Zoning Public Hearing, seconded by Ms. Newton.

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

Not Present: McBride

The vote in favor was unanimous.

Ms. English moved to defer Case # 24-040MA, Marion Charlie Adams, Jr., INS to MU1 (0.47 Acres), 4030 Bluff Road, TMS #R13509-01-10 to the November Zoning Public Hearing, seconded by Mr. Weaver.

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

Not Present: McBride

The vote in favor was unanimous.

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

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

Not Present: McBride

The vote in favor was unanimous.

5. **OPEN PUBLIC HEARING**

a. **MAP AMENDMENTS [ACTION]**

1. **Case # 24-013MA**
Krut Patel
HI to R3 (33.33 Acres)
2336 Hard Scrabble Road
TMS # R17211-01-02
[District 7 – BARRON] [FIRST READING]

Ms. Mackey opened the floor to the public hearing.

a. Josh Rabon, 90 N. Royal Drive, Irmo, SC 29063 – Applicant’s representative

No one else signed up to speak. The floor to the public hearing was closed.

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

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

Not Present: McBride

The vote in favor was unanimous.

2. **Case #24-018MA**

Bonnie Joshi
HM to RT (4.39 Acres)
140 Richland Farms Road
TMS #R30953-01-06
[District 11 – NEWTON] [FIRST READING]

Ms. Mackey opened the floor to the public hearing.

a. Bonnie Joshi, 721 Toms Creek Road, Hopkins, SC 29061 – Applicant

No one else signed up to speak. The floor to the public hearing was closed.

Ms. Newton moved to approve the re-zoning request, seconded by Mr. Branham.

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

Not Present: McBride

The vote in favor was unanimous.

3. **Case #24-021MA**

Heather Elenbaum
M-1 to R4 (83.75 Acres)
1723 Hard Scrabble Road and N/S Hard Scrabble Road
TMS #R17301-01-01 and 02, R17302-01-01 and 02
[District 7 – BARRON] [FIRST READING]

This re-zoning request was deferred to the November Zoning Public Hearing.

4. **Case #24-034MA**

Willie Simmons
INS to R3 (0.52 Acres)
N/S Innsbrook Drive
TMS #R07401-07-22
[District 5 – TERRACIO] [FIRST READING]

Ms. Mackey opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Terracio moved to approve the re-zoning request, seconded by Ms. Newton.

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

Not Present: McBride

The vote in favor was unanimous.

5. **Case #24-039MA**

Joy C. McMillion
HM to RT (4.08 Acres)
1140 Congaree Road
TMS #R24700-10-30
[District 11 – NEWTON] [FIRST READING]

Ms. Mackey opened the floor to the public hearing.

a. Joy McMillion, 1172 Congaree Road, Hopkins, SC 29061 - Applicant

No one else signed up to speak. The floor to the public hearing was closed.

Ms. Newton moved to approve the re-zoning request, seconded by Ms. English.

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

Not Present: McBride

The vote in favor was unanimous.

6. **Case #24-040MA**
Marion Charlie Adams, Jr.
INS to MU1 (0.47 Acres)
4030 Bluff Road
TMS #R13509-01-10
[District 10 – ENGLISH] [FIRST READING]

This item was deferred to the November Zoning Public Hearing.

7. **Case #24-041MA**
Norman Gross
AG to HM (40.08 Acres)
1463 Ridge Road
TMS #R24900-07-24
[District 11 - NEWTON] [FIRST READING]

Ms. Mackey opened the floor to the public hearing.

- a. Norman Gross, 1463 Ridge Road, Hopkins, SC 29061 – Applicant
- b. Pam Rose, 1328 Ridge Road, Hopkins, SC 29061 – In Favor

No one else signed up to speak. The floor to the public hearing was closed.

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

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

Not Present: McBride

The vote in favor was unanimous.

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

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

Not Present: McBride

The vote in favor was unanimous.

The meeting adjourned at approximately 7:22 PM.



Report of the County Administrator

SPECIAL CALLED – November 12, 2024

ITEMS FOR EXECUTIVE SESSION:

1. LEGAL ADVICE: CLERK OF COURT/JUDICIAL CENTER [PURSUANT TO S.C. CODE OF LAWS, SEC. 30-4-70(A)(2)] – CASA & LEGISLATIVE DELEGATION OFFICE SPACE
2. CONTRACTUAL MATTER – ALVIN S. GLEN DETENTION CENTER & DEPARTMENT OF MENTAL HEALTH - COLUMBIA AREA MENTAL HEALTH CENTER
3. FIRE SERVICES AGREEMENT BETWEEN THE CITY OF COLUMBIA AND RICHLAND COUNTY [PURSUANT TO SC CODE OF LAWS, SEC.30-4-70(A)(2)]

UPDATES FOR CONSIDERATION:

1. COMPREHENSIVE PLAN UPDATE
2. EMPLOYEE CLIMATE SURVEY

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. GRANTS & COMMUNITY OUTREACH - CONTRACT APPROVAL FOR PY2024 CDBG PROJECTS: Community Development staff request that Council authorize the County Administrator to execute Subrecipient Agreements (funding contracts) with previously approved nonprofits for three (3) CDBG-funded projects included in the 2024 Annual Action Plan, pending certification of successful Environmental Review Records.
2. DEPARTMENT OF PUBLIC WORKS - ROADS & DRAINAGE MAINTENANCE - DUMP TRUCK PURCHASE: Roads and Drainage Maintenance staff recommend the purchase of a Tri-Axle dump truck from Worldwide Trucks, Inc. in the amount of \$218,181.00 to include the trade-in of an existing dump truck.
3. UTILITIES - SC RURAL WATER ASSOCIATION VOTING DELEGATE RENEWAL: Staff recommends the Council authorize the County Administrator to execute the Voting Delegate form to appoint Utilities Deputy Director Jani Hussain and Director Bill Davis as the voting delegate and alternate voting delegate, respectively, to represent and participate in the South Carolina Rural Water Association (SCRWA) initiatives.
4. DEPARTMENT OF PUBLIC WORKS - JIM HAMILTON-LB OWENS AIRPORT SC AERONAUTICS COMMISSION GRANT – BEACON PROJECT: The previous airport beacon did not meet appropriate height standards for proper visibility and function based on its location and proximity to a number of large trees in the immediate area. Given sensitivity to removing the area's tree canopy, a new, taller tower was procured and installed through the State Airport Maintenance program. The project cost is \$138,410. The County received SC Aeronautics Commission Grant 24-045 offering \$110,728 to fund 75% of the project cost. The remaining 25% local match of \$27,682 is budgeted in the Airport's

Matching Funds - Capital account. Staff is requesting Council's approval to accept the SC Aeronautics Commission Grant 24-045.

ATTACHMENTS:

1. Project Update: Comprehensive Plan
2. Agenda Briefing: Grants & Community Outreach - Contract Approval for PY2024 CDBG Projects
3. Agenda Briefing: Department of Public Works - Roads & Drainage Maintenance - Dump Truck Purchase
4. Agenda Briefing: Utilities - SC Rural Water Association Voting Delegate Renewal
5. Department of Public Works - Jim Hamilton-LB Owens Airport SC Aeronautics Commission Grant Agreement



Project Update

Prepared by:	Synithia Williams	Title:	Director
Department:	Community Planning & Development	Division:	
Date Prepared:	October 28, 2024	Meeting Date:	November 12, 2024
Approved for Consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Committee:	Regular Session		
Council Initiative/Project:	Comprehensive Plan Update		

EXECUTIVE SUMMARY (NARRATIVE STATUS):

The Comprehensive Planning Team will tour the County on October 31, 2024. The 3-hour tour will include a drive through of areas in the County experiencing growth and development, areas that are suitable for redevelopment, and areas to consider for protection and conservation.

The first focus group/stakeholder meetings are scheduled for November 20, 2024. The stakeholder group meetings are divided into six groups matched according to similar industry types. Each session will be one hour and will take place in the 4th floor conference room at 2020 Hampton Street.

If all members are selected, the first Advisory Committee meeting is tentatively scheduled for November 26, 2024 at 6:00 p.m. This will be a welcome and introductory meeting for the Advisory Committee and will be held virtually. Future meeting dates and times will be discussed along with preference for virtual or in-person meetings.

The first public forum is tentatively scheduled for December 12, 2024. The team is working on logistics relating to location.

KEY ACCOMPLISHMENTS/MILESTONES

- Scheduled Advisory Committee and Stakeholder Group Meetings

CRITICAL ISSUES:

None

TOP RISKS/CONCERNS:

None

PENDING ACTIONS/DELIVERABLES AND ANTICIPATED COMPLETION DATES:

- Select location for the first community forum tentatively scheduled for December 12, 2024
- Finalize project name and website



Agenda Briefing

Prepared by:	Callison Richardson	Title:	Division Manager
Department:	Grants and Community Outreach	Division:	Community Development
Date Prepared:	October 2, 2024	Meeting Date:	November 12, 2024
Legal Review	Elizabeth McLean via email	Date:	October 8, 2024
Budget Review	Maddison Wilkerson via email	Date:	October 8, 2024
Finance Review	Stacey Hamm via email	Date:	October 15, 2024
Approved for consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Meeting/Committee	Regular Session		
Subject	Contract Approval for PY 2024 CDBG Projects		

RECOMMENDED/REQUESTED ACTION:

Community Development staff request that Council authorize the County Administrator to execute Subrecipient Agreements (funding contracts) with previously approved nonprofits for three (3) CDBG-funded projects included in the 2024 Annual Action Plan, pending certification of successful Environmental Review Records.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The following projects were included in the approved 2024 Annual Action Plan and will complete all HUD compliance steps prior to contract execution:

Midlands Housing Alliance	Transitional Housing Rehab for Specialized Programs	\$135,000
Homeless No More	St. Lawrence Place Transitional Housing Rehab	\$167,380
Vital Connections of the Midlands	Tender Years and Arthurtown Center Upgrades	\$205,000

\$10,000 was set aside in the 2024 Annual Action Plan from available CDBG funds for contingency needs for these Transitional Housing projects should unexpected costs arise.

Applicable fund, cost center, and spend category: Fund: 1202
Cost Center: 9921
GR-00000449
Spend Category: Public Facilities/Transitional Housing Rehabilitation

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

The County Attorney’s Office will work with the Department, using the attached template, to create the actual contracts.

REGULATORY COMPLIANCE:

The U.S. Department of Housing and Urban Development approved the Richland County 2024 Annual Action Plan in August 2024 by for the period of October 1, 2024 through September 30, 2025. This plan identifies specific projects and obligates funds to these projects.

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 PY22-26 Five Year Consolidated Plan and PY23 Annual Action Plan
4. Take place in an LMI area of unincorporated Richland County and or directly serve LMI qualified residents of unincorporated Richland County.

Environmental Reviews:

Environmental Review Records (ERR's) will be conducted by a NEPA-Certified Environmental Consultant for each project to ensure compliance with HUD. No contract will be executed until ERR's are approved by the County's Certifying Officer Aric Jensen.

Labor Laws & Procurement Requirements:

All Subrecipients must comply with the Davis-Bacon Act requirements for prevailing wages in the procuring of construction or maintenance services. Subrecipients must follow the County's Procurement Standards and are encouraged to work with the County's Office of Small Business Opportunity to provide bid opportunities to Richland County small businesses.

Drawing funds from HUD:

All funds will be disbursed as reimbursements. As funds are expended, Community Development staff will enter the activities into the IDIS system and initiate a draw for the full eligible amount.

MOTION OF ORIGIN:

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

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

STRATEGIC & GENERATIVE DISCUSSION:

Community Development staff request that the Council authorize the County Administrator to execute funding contracts with the previously approved subrecipients of CDBG funds for the purposes of Public Facility and Transitional Housing rehabilitation 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 to meet the annual CDBG Timeliness Test, and provide critical services and community improvements for LMI households throughout the County.

Delay in contracting will hinder County's ability to ensure sufficient funds are expended by the annual CDBG Timeliness Test deadline in July 2025.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

Goal: Foster Good Governance

Objectives:

- Develop realistic and achievable goals

- Collaborate with other governments

Goal: Commit to fiscal responsibility.

Objectives:

- Align budget to priorities and seek alternative revenue sources.

- Establish process to prioritize initiatives to align with available resources.

Goal: Plan for growth through inclusive and equitable infrastructure

Objectives:

- Create excellent facilities.

- Provide equitable living and housing options

Goal: Achieve positive public engagement

Objectives:

- Champion the organization through public engagement and communication on County wins

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

- Complete and celebrate projects to create excitement in the community

- Develop a community engagement plan

ADDITIONAL COMMENTS FOR CONSIDERATION:

The Annual Action Plan makes strategic investments in affordable housing development, minor home repair, transitional housing and affordable childcare access, and services to low and moderate-income families Countywide. It will provide significant opportunities for positive public engagement and communication about County wins. These plans are developed with several periods of public comment and input, so the execution of these plans is an example of citizen voices being heard and making a difference. All projects required a 25% match by the Subrecipient nonprofit organization to ensure successful leveraging of the County's Federal funds.

ATTACHMENTS:

1. Overview of 2024 CDBG Projects
2. Contract template for CDBG Public Facility projects approved by the County Legal Department

Funding for October 1, 2024 – September 30, 2025

Organization/Agency	Project Name	Location	Estimated # and type of families to benefit	CDBG Award
Homeless No More	Saint Lawrence Place Rehabilitation	2400 Waites Rd., Columbia, SC 29204	17 transitional housing units for homeless families serving 60 individuals annually.	\$167,380.00
Midlands Housing Alliance	Transitional Housing for Specialized Programs	2025 Main Street, Columbia, SC 29201	16 transitional housing units serving 400 homeless Veterans, Seniors, and working adults annually.	\$135,000.00
Vital Connections of the Midlands	Tender Year & Arthurtown Centers Upgrades	Tender Years Center: 6862 Lower Richland Blvd., Hopkins, SC 29061 Arthurtown Center: 223 Riley Street, Columbia, SC 29201	2 public facility improvements - 105 extremely low households served annually	\$205,000.00
Contingency Funding for 2024 Transitional Housing Projects				\$10,000.00
<i>All funds allocated in the 2024 Annual Action Plan TOTAL</i>				\$517,380.00

PROJECT DESCRIPTIONS:

Homeless No More | Saint Lawrence Place Rehabilitation - Rehabilitation of seventeen (17) Transitional Housing units to include replacement of 17 HVAC units and repair of exterior stucco on all buildings.

Midlands Housing Alliance | Transitional Housing for Specialized Programs - Four ADA Bathroom upgrades plus interior and exterior rehab on sixteen (16) transitional housing units for Specialized Program for Veterans, Seniors, and those with an active job moving out of homelessness.

Vital Connections of the Midlands | Tender Years & Arthurtown Childcare Centers - Funds will assist Vital Connections of the Midlands, a non-profit childcare provider serving LMI households to 1) Acquire the Tender Years Childcare property in Hopkins, SC where the organization has served for 20 years, and 2) provide rehabilitation to both the Tender Years and Arthurtown Childcare Centers including resurfaced parking lots and outdoor play space upgrades. Activity Delivery Costs are included in the allocation.

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



Agenda Briefing

Prepared by:	Wesley Clark	Title:	General Manager
Department:	Public Works	Division:	Roads & Drainage
Date Prepared:	October 24, 2024	Meeting Date:	November 12, 2024
Legal Review	Patrick Wright via email	Date:	October 31, 2024
Budget Review	Maddison Wilkerson via email	Date:	November 4, 2024
Finance Review	Stacey Hamm via email	Date:	November 1, 2024
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Special Called		
Subject	Purchase of Replacement Dump Truck		

RECOMMENDED/REQUESTED ACTION:

Roads and Drainage Maintenance staff recommend the purchase of a Tri-Axle dump truck from Worldwide Trucks, Inc. in the amount of \$218,181.00 to include the trade-in of an existing dump truck.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The purchase cost is \$218,181.00 for the replacement of an existing dump truck from Worldwide Trucks, Inc. The amount is available in the current budget and is a part of the FY25 plan.

Applicable fund, cost center, and spend category: Fund: 1216
Cost Center: 3020
Spend Category: Heavy Equipment

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

The quote was received via Sourcewell cooperative with a 34.5% discount off the base price of the MSRP.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

The Roads & Drainage Maintenance Division was recently made aware of the availability of a tri-axle dump truck previously ordered by another entity that could not complete the purchase. Typically, the acquisition of a dump truck takes six (6) months to a year including the build time. This truck is built and ready for delivery. The vendor is willing to hold it for a short period of time while the County completes its approval process.

The trade-in equipment is a 2008 Freightliner with 215,456 miles. The typical service life for heavy trucks is about 8 years. The current trade-in vehicle has been in service for 16 years and a value of \$15,000. This equipment hauls materials including dirt, stone, and asphalt for the replacement of storm sewer, the replacement of stone base on the roads, and hot mixed asphalt for patching and road paving.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Commit to fiscal responsibility

Establish operational excellence

Initiative: Address current and future resource needs

ATTACHMENTS:

1. Quote and specifications

WORLDWIDE EQUIPMENT ENTERPRISES, INC.
COLUMBIA DIVISION

Attachment 1



October 10, 2024

Richland County
James Boone
400 Powell Road
Columbia, SC 29203

**Quote for 2025 T880 Kenworth Tri Axle Dump
Kenworth Sourcewell #060920-KTC**

MSRP List Price	\$309,284
Sourcewell Contract Discount (34.5%)	-\$106,703

	\$202,581
Add body install fee & Transport	\$ 2,404

Sub-Total Chassis \$204,985

Add Ox Body / TBEI Dump Body \$ 27,696

Sub-total chassis & dump body \$232,681
Add SC Tax (IMF) \$ 500

Sub Total \$233,181

Less 2008 Freightliner M2 -\$ 15,000

Grand Total \$218,181

*****Truck is on ground and ready to deliver!*****

Thank you,

707 CHEROKEE LANE • WEST COLUMBIA, SOUTH CAROLINA 29169
(803) 926-2900

WWW.THETRUCKPEOPLE.COM

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**WORLDWIDE
EQUIPMENT
LEASING, INC.**

**WORLDWIDE
FABRICATING
&**

MANUFACTURING



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	
Date Prepared:	November 1, 2024	Meeting Date:	November 12, 2024
Legal Review	Patrick Wright via email	Date:	November 4, 2024
Budget Review	Maddison Wilkerson via email	Date:	November 4, 2024
Finance Review	Stacey Hamm via email	Date:	November 1, 2024
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Special Called		
Subject	South Carolina Rural Water Association (SCRWA) Voting Delegate Approval		

RECOMMENDED/REQUESTED ACTION:

Staff recommends the Council authorize the County Administrator to execute the Voting Delegate form to appoint Utilities Deputy Director Jani Hussain and Director Bill Davis as the voting delegate and alternate voting delegate, respectively, to represent and participate in the South Carolina Rural Water Association (SCRWA) initiatives.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There is no funding associated with this request.

Applicable fund, cost center, and spend category: not applicable.

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

Item 20i. South Carolina Rural Water Association (SCRWA) Voting Delegate Approval.

“Ms. Newton moved, seconded by Ms. Mackey, to approve Items 20(b) – 20(i).”

Council Member	The Honorable Chakisse Newton, District 11
Meeting	Special Called
Date	November 9, 2021

STRATEGIC & GENERATIVE DISCUSSION:

Richland County is an active voting member of the South Carolina Rural Water Association (SCRWA). The SCRWA, with the help of Legislative Advocacy and Communication Initiative (LACI), monitors, communicates, and intervenes, when necessary, in regulatory and legislative matters that affect utilities statewide.

The County supports the Association’s District 2 for a three-year term. As a member, the County assists with SCRWA Bylaws, and partners with the National Rural Water Association (NRWA), the South Carolina Department of Environmental Services (SCDES), the Environmental Protection Agency (EPA), and the USDA Rural Development to improve water and wastewater service regulations.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

Goal: Achieve Positive Public Engagement

Objective: Develop community engagement plan.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The South Carolina Rural Water Association (SCRWA) office is located at 128 Stonemark Lane, Columbia, SC, 29210. Established in 1976, SCRWA is a 501 (c)3 trade association that assists public and private water and wastewater systems statewide to ensure that the residents of South Carolina have access to clean water. SCRWA is an affiliate of the National Rural Water Association.

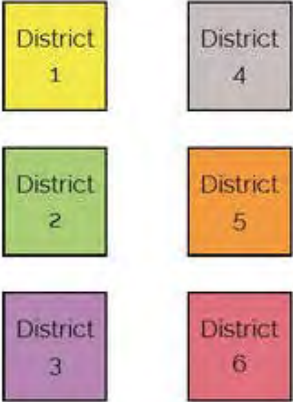
The SCRWA mission is to provide technical assistance, training, public education and outreach, publications, members services, and legislative monitoring. The SCRWA vision is to be South Carolina’s premier resource in meeting the dynamic needs of the water and wastewater industry.

ATTACHMENTS:

1. SCRWA District Map
2. SCRWA Voting Delegate Form

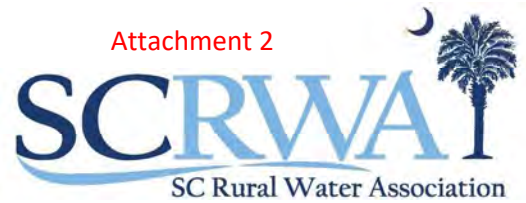


SC Voting Districts



State of SOUTH CAROLINA

County of Richland



VOTING DELEGATE

Richland County Utilities, a member of the South Carolina Rural Water Association
System Name

pursuant to Article VI, Section Six of the Association Bylaws, does hereby constitute and

appoint Jani Tariq Hussain as the voting delegate and Bill Davis
Delegate's Name *Alternate Delegate's Name*

as the alternate voting delegate. The authority granted herein shall begin on 12/01/2024
Date

and expire on 12/01/2027.
Date or "Upon Written Notice"

President of and for, on behalf of the Corporation

OR

Chief Administrative Official of County

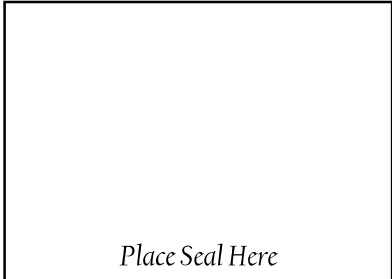
I, Leonardo Brown representing the system of Richland County Utilities,
Official's Name *System Name*

do herein attest and confirm that the above named delegate and alternate delegate have been

appointed in accordance with a resolution duly adopted by Richland County Council,
Governing Body for System

the governing body for the Corporation on this 30th day of August, 20 24.

Secretary's Signature





GRANT AGREEMENT (MAINTENANCE) PART I - OFFER

Date of Offer: **August 28, 2024**

Project / Grant No.: **24-045**

To: **Richland County**
(referred to as the "Sponsor")

FROM: The State of South Carolina (acting through the South Carolina Aeronautics Commission, herein referred to as "SCAC").

WHEREAS, The Sponsor has submitted to SCAC a Project Application dated **July 25, 2024** for the grant of State Funds for a project for development of the **Jim Hamilton LB Owens Airport (CUB)** together with plans and specifications for such a project, as approved by SCAC, is hereby incorporated herein and made a part hereof:
and

WHEREAS, SCAC has approved a project for development of the Airport (herein called "the Project") consisting of the following described improvements and/or tasks:

Replace Rotating Beacon Tower (Maintenance)

All as more particularly described in the Airport Layout Plan and / or plans, and specifications incorporated in the said Project Application:

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of this grant and in consideration of (a) the Sponsor's adoption and ratification of the acceptance of this Offer and Agreement, as hereinafter provided, and (b) the benefits to accrue to the State of South Carolina and the public from the accomplishment of the project and the operation and maintenance of the Airport, as herein provided.

THE STATE OF SOUTH CAROLINA ACTING THROUGH SCAC, HEREBY OFFERS AND AGREES to pay, as South Carolina's matching share of the allowable cost incurred in accomplishing the project as per the following schedule:

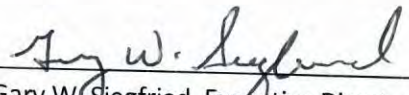
<u>Funding Source</u>	<u>Amount</u>
Federal	\$ 00,000
State	\$ 110,728
Sponsor	\$ 27,682
Other	\$ 00,000

for a total cost of **\$138,410** subject to the following:

1. The maximum obligation of the State of South Carolina payable under this Offer and Agreement shall not exceed **\$110,728** which all parties to this Agreement understand may be subject to the prior and continuing approval of the State Fiscal Accountability Authority and the General Assembly and its component review committees.
2. SCAC reserves the right to amend or withdraw this Offer at any time prior to its binding acceptance by the Sponsor.
3. This Offer shall expire and the State of South Carolina shall not be obligated to pay any of the allowable costs of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above Date of Offer or such longer time as may be prescribed by SCAC in writing.
4. The funds allocated by this Agreement shall be held in escrow for a period of one (1) year after the Date of Offer. If progress on the described project has not begun at that time, the funds will revert to SCAC for reallocation to other worthwhile projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application shall be evidenced by execution of Part II of this Agreement by the Sponsor. The respective obligations under this Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of said acceptance.

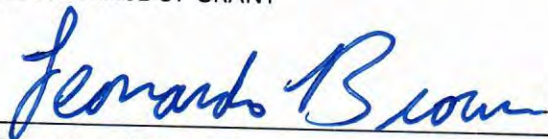
STATE OF SOUTH CAROLINA
SOUTH CAROLINA AERONAUTICS COMMISSION



Gary W. Siegfried, Executive Director
South Carolina Aeronautics Commission

09/03/2024
Date

ACCEPTANCE OF GRANT



Signature of Sponsor
Legal Authority to Execute this Grant
Leonardo Brown, MBA, CPM
Richland County Administrator

Printed Name and Title of Authorized Official

11/4/2024
Date

PART II - SPONSOR ASSURANCES

In order to furnish SCAC with the Sponsor's assurances required by the applicable statutes, regulations, policies, and proposed grant agreement, the Sponsor hereby covenants, and agrees with SCAC as follows:

1. Covenants shall become effective upon acceptance by the Sponsor of State Aid for the Project or any portion thereof, through SCAC, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty (20) years from the date of acceptance of State Aid for the Project. In the event that the Airport and the facilities covered by the Project are not maintained as such for public use for the full twenty (20) years, the Sponsor agrees upon demand to promptly reimburse SCAC the amount of the grant.
2. In the event that the grant is conditioned upon a repayment schedule of any or all of the awarded funds, notwithstanding the other obligations herein that may require repayment in the event of default or non-compliance with these grant assurances, the Sponsor agrees to be bound by such additional grant assurances as may be required by SCAC as incorporated hereto and set forth in a separate schedule to these assurances.
3. Sponsor shall:
 - a. Begin accomplishment of the Project within a reasonable time after acceptance of this Offer, but no later than one (1) year from award of this Offer;
 - b. Carry out and complete the project in accordance with the terms of this agreement, applicable policies and procedures required by SCAC, and applicable statutes, regulations and fiscal policies of the State of South Carolina, and any applicable local ordinances;
 - c. Carry out and complete the project in accordance with the plans and specifications incorporated herein, including any revisions or modifications approved in writing by SCAC. Sponsor further agrees to copy SCAC as to all construction progress reports, payment applications, and completion documents and related correspondence;
 - d. Submit all planning and construction documents to SCAC for review and approval; and
 - e. Notify SCAC, in writing, in a timely manner, and with appropriate support documentation and/or electronic files, of any significant changes to the airport so that same may be incorporated into SCAC's records and/or databases, including the South Carolina Airport System Plan. Significant changes include, but are not limited to:
 - new, upgraded, deactivated, or repurposed airfield pavement and lighting;
 - land acquisition or releases, including easements;
 - major obstruction clearing;
 - new, upgraded, or downgraded instrument procedures; and
 - new, revised, or expanded airport-related zoning ordinances.
4. Sponsor agrees that it will safely and efficiently operate the Airport for the use and benefit of the public on fair and reasonable terms without discrimination.

5. Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes, and will not permit any activity which could interfere with its use for aeronautical purposes other than temporary periods of snow, flood, or other climatic conditions which could interfere detrimentally with such operation and maintenance. Essential facilities, including airfield lighting systems, when installed, will be operated in such manner as to assure their availability to all users of the Airport.
 6. Sponsor will not enter into any transactions which could operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the applicable statutes, ordinances, regulations and policies to assume such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with the applicable statutes, ordinances, regulations, policies and covenants of this agreement.
 7. Any misrepresentations or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the State of South Carolina and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, SCAC on behalf of the State of South Carolina, may demand and recover from Sponsor all grant payments made, plus interest at the legal rate prevailing at date of demand.
 8. Sponsor shall maintain insurance in force at all times covering property damage on the project to cover any and all losses. The amount of the coverage, per claim, shall, at a minimum, be equal to the total cost of the project.
 9. Sponsor shall maintain clear, safe, and economically viable approaches to the airport in compliance with appropriate criteria set forth in one or more of the following airspace standards:
 - FAR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
 - Advisory Circular 150/5300-13A, Airport Design, or successor guidance; or other guidelines approved in writing or amended by SCAC.
- Failure on the part of the Sponsor to take appropriate action to remove any and all obstructions in the approaches, in a manner that ensures safety and protects public investment in the airport, may result in withholding of any payment of the funds established by this agreement for the herein described project until such time as the necessary actions are taken.
10. Sponsor shall enact a zoning ordinance on all land surrounding the airport under its jurisdiction so as to conform, at a minimum, to the pertinent regulations and/or criteria of:

- 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
- Advisory Circular 150/5300-13A, Airport Design, or successor guidance;
- Advisory Circular 150/5190-4A, A Model Zoning Ordinance to Limit Height of Objects Around Airports, or successor guidance; and
- 14 CFR Part 150, Airport Noise Compatibility Planning, as amended.

The criteria in the ordinances shall limit the following items:

- the height of objects around airports,
- communication, visibility, and bird strike hazards,
- incompatible land uses in the Runway Protection Zone (RPZ); and
- if applicable, incompatible land uses within the 65 DNL noise contour.

Airport-related zoning ordinances shall have at least one attached scaled map that clearly illustrates the relevant airspace and land use zones. Sponsors shall submit to SCAC the current zoning ordinance(s) and attached map(s) related to the airport, that have been approved by the local government(s) having jurisdiction on lands surrounding the airport, including pertinent signatures, seals, and dates of ordinances readings.

The Sponsor further agrees to develop procedures necessary to comply with Section 55-13-5 of the South Carolina Code of Laws, as amended regarding land use in the vicinity of the Sponsor's airports.

11. Sponsor will maintain a current Airport Layout Plan, having the current approval of SCAC, showing existing and future landing areas and associated taxiways, pertinent approach surface dimensions and slopes, Runway Protection Zones, and building areas. The Sponsor will conform to the current Airport Layout Plan in any future improvements or changes at the Airport. The Sponsor shall furnish SCAC a current Airport Layout Plan (ALP) and property plats in all of the following formats:
 - Paper of at least 24 inch by 36-inch size sheet(s);
 - Portable Document Format (PDF) electronic file(s).
 - GIS shapefile(s) or geodatabase in South Carolina State Plane coordinates; or
 - CAD DWG file(s) in South Carolina State Plane coordinates (International feet).

Sponsor shall be responsible for furnishing to SCAC such documents, data, and / or electronic files as may be necessary to keep the Airport Layout Plan, State Airport System Plan, and related SCAC records and databases up to date.

12. Sponsor will furnish a set of "As Built Plans" or "Record Drawings" for the current project to SCAC within ninety (90) days after completion of this project. The sponsor shall submit these documents, at a minimum, in both paper and PDF electronic file formats
13. Sponsor shall provide a qualified Resident Inspector who will be responsible for the approval of all materials and workmanship and will maintain a daily project diary, submit weekly progress reports to SCAC, and maintain and provide documentation and certification to SCAC that the work and

materials comply with the plans and specifications. The requirement for a Resident Inspector does not apply to projects under the direct control and supervision of an independent registered professional engineer, architect, or construction manager hired by the Sponsor, in which event the Sponsor agrees to contractually obligate the independent professional engineer, architect, or construction manager to assume responsibilities, including, but not limited to, quality control as to materials and workmanship, and certification to SCAC that work and materials comply with plans and specifications.

14. Affidavit of Non-Collusion - South Carolina Code Section 39-3-10, et seq., 39-5-10, et seq., and Federal Law 15 U. S. Code, Section 1) are designed to ensure that any bids received by Sponsor under this grant shall be competitive and free of collusion. As a condition precedent to the award of any contract for this project there must be filed a sworn statement executed by or on behalf of any person, firm, association, or corporation submitting a bid on any such contract to be awarded; said sworn statement shall certify that such a person, firm, association, or corporation submitting a bid on any such contract to be awarded; has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the bidder before a person who is authorized by the laws of the state to administer oaths. The original of such sworn statement shall also include a provision to the effect that all legal formalities required for the proper execution of affidavits, it shall not be a defense to such charge of perjury that said formalities required for the proper execution of affidavits pursuant to state law have been complied with. Thereafter, in any prosecution against any person, firm, association, or corporation for perjury committed in the submission of said affidavits, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with. The Sponsor, as part of this grant, agrees to require an affidavit of non-collusion of the prospective bidder in the form attached thereto as Exhibit A.
15. Sponsor covenants and agrees to disburse funds derived from SCAC solely in aid of the Project on the terms and conditions stated in this agreement. The Sponsor will obtain an audit to comply with the Single Audit Act of 1984, Public Law 98-502 and the implementing guidelines set forth in Office of Management and Budget Circular A-128 for any fiscal year in which any of the Project Funds are expended. The Sponsor will forward to SCAC a copy of the resulting audit reports along with a plan for corrective action for any findings or questioned costs related to the Project; within thirty (30) days after the audit report is issued.
16. Sponsor agrees that significant activities to accomplish the project shall commence within one (1) year from the date of grant shall be revoked and the funds re-allocated.
17. Sponsor agrees Project work and payment request shall be completed within four (4) years of the execution of the Grant Agreement.
18. Sponsor shall request final reimbursement within ninety (90) calendar days after final project acceptance.

19. Sponsor agrees and covenants that all work performed under this grant will be conducted and completed in compliance with all local, state, and federal laws and regulations that are applicable to any and all phases of the Project.
20. Sponsor agrees that these covenants and grant applications shall be binding on itself, successors and assignees, and further covenants that it has the legal authority to enter into this agreement.

PART III - ACCEPTANCE

_____ (Sponsor) does hereby ratify and adopt all statements, representations, warranties, covenants, sponsor assurances and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby unconditionally accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 20__

(Name of Sponsor)

(Signature By)

(Title)

(Seal)

Attest _____

Title _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Elizabeth McLean, acting as attorney for Richland County do hereby certify: That I have examined the foregoing Grant Agreement and the proceedings taken by said Richland County relating thereto, and find the Acceptance by Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of South Carolina, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated this 4th day of November, 2024

Signature By Elizabeth A. McLean

Title Chief Deputy County Attorney

EXHIBIT A

AFFIDAVIT OF NON-COLLUSION

(To be completed by the Project General Contractor)

STATE OF SOUTH CAROLINA

COUNTY OF _____

Personally, appeared before me _____

being first duly sworn says that he is a member of the firm of _____
and further says that his firm, association, or corporation has not, either directly or indirectly, entered into
any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive
bidding in connection with the submission of a bid on the above-named project.

Further, _____ swears and affirms that all legal formalities required for
the proper execution of affidavits pursuant to the laws of his state has been complied with and further agrees,
on behalf of himself, his firm, association, or corporation, that in any subsequent prosecution for perjury of
him, his firm, association, or corporation, it shall not be a defense to such charge of perjury that said
formalities were not in fact complied with.

(Legal Signature)

SWORN to me before this _____ day of _____, 20__

Signature By _____

Notary Public for _____

Richland County Council Request for Action

Subject:

Case # 24-013MA
Krut Patel
HI to R3 (33.33 Acres)
2336 Hard Scrabble Road
TMS #R17211-01-02 [District 7]

Notes:

First Reading: October 22, 2024
Second Reading:
Third Reading:
Public Hearing: October 22, 2024

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R17211-01-02 FROM HEAVY INDUSTRIAL DISTRICT (HI) TO RESIDENTIAL THREE DISTRICT (R3); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R17211-01-02 from Heavy Industrial District (HI) to Residential Three District (R3).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2024.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this _____ day of
_____, 2024

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: September 24, 2024
First Reading: September 24, 2024
Second Reading: October 1, 2024
Third Reading: October 15, 2024

Richland County Council Request for Action

Subject:

Case #24-018MA
Bonnie Joshi
HM to RT (4.39 Acres)
140 Richland Farms Road
TMS #R30953-01-06 [District 11]

Notes:

First Reading: October 22, 2024
Second Reading:
Third Reading:
Public Hearing: October 22, 2024

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R30953-01-06 FROM HOMESTEAD DISTRICT (HM) TO RESIDENTIAL TRANSITION DISTRICT (RT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R30953-01-06 from Homestead District (HM) to Residential Transition District (RT).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2024.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this _____ day of
_____, 2024

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: October 22, 2024
First Reading: October 22, 2024
Second Reading: November 12, 2024
Third Reading: November 19, 2024

Richland County Council Request for Action

Subject:

Case # 24-034MA
Willie Simmons
INS to R3 (0.52 Acres)
N/S Innsbrook Drive
TMS #R07401-07-22 [District 5]

Notes:

First Reading: October 22, 2024
Second Reading:
Third Reading:
Public Hearing: October 22, 2024

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R07401-07-22 FROM INSTITUTIONAL DISTRICT (INS) TO RESIDENTIAL THREE DISTRICT (R3); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R07401-07-22 from Institutional District (INS) to Residential Three District (R3).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2024.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this _____ day of
_____, 2024

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

Public Hearing: September 24, 2024
First Reading: September 24, 2024
Second Reading: October 1, 2024
Third Reading: October 15, 2024

Richland County Council Request for Action

Subject:

Case # 24-039MA
Joy C. McMillion
HM to RT (4.08 Acres)
1140 Congaree Road
TMS #R24700-10-30 [District 11]

Notes:

First Reading: October 22, 2024
Second Reading:
Third Reading:
Public Hearing: October 22, 2024

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R24700-10-30 FROM HOMESTEAD DISTRICT (HM) TO RESIDENTIAL TRANSITION DISTRICT (RT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R24700-10-30 from Homestead District (HM) to Residential Transition District (RT).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2024.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this _____ day of
_____, 2024

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

Public Hearing: October 22, 2024
First Reading: October 22, 2024
Second Reading: November 12, 2024
Third Reading: November 19, 2024

Richland County Council Request for Action

Subject:

Case # 24-041MA
Norman Gross
AG to HM (40.08 Acres)
1463 Ridge Road
TMS #R24900-07-24 [District 11]

Notes:

First Reading: October 22, 2024
Second Reading:
Third Reading:
Public Hearing: October 22, 2024

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R24900-07-24 FROM AGRICULTURAL DISTRICT (AG) TO HOMESTEAD DISTRICT (HM); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R24900-07-24 from Agricultural District (AG) to Homestead District (HM).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2024.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this _____ day of
_____, 2024

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: September 24, 2024
First Reading: September 24, 2024
Second Reading: October 1, 2024
Third Reading: October 15, 2024

Richland County Council Request for Action

Subject:

Community Planning & Development - Heritage Tourism Marketing Plan

Notes:

October 22, 2024 – The Administration and Finance Committee recommends Council approve the award of a contract to DFS Creative Concepts to implement the Heritage Tourism Marketing Plan (HTMP) by producing an interactive tour of Richland County's African American historic sites.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	John McKenzie	Title:	Analyst
Department:	Community Planning & Development	Division:	Conservation
Date Prepared:	September 26, 2024	Meeting Date:	October 22, 2024
Legal Review	Patrick Wright via email	Date:	October 8, 2024
Budget Review	Maddison Wilkerson via email	Date:	October 17, 2024
Finance Review	Stacey Hamm via email	Date:	October 15, 2024
Approved for consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Meeting/Committee	Administration & Finance		
Subject	Heritage Tourism Marketing Plan Implementation		

RECOMMENDED/REQUESTED ACTION:

Conservation Division requests approval for the award of a contract to DFS Creative Concepts to implement the Heritage Tourism Marketing Plan (HTMP) by producing an interactive tour of Richland County’s African American historic sites.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Through the Procurement process, DFS Creative Concepts was selected to prepare and promote the ENRICH Tour for the amount of \$243,700.00. The necessary funds are available in Fund 1209; Cost Center 4510 (Conservation Commission).

Applicable department/grant key and object codes: Fund 1209
Cost Center: 4510 (Conservation Commission)
Spend Category: Professional Services

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

A Request for Proposals was publicly advertised, # RC-650-P-24, "Heritage Tourism Marketing Plan Implementation" was issued on February 26, 2024, and there were three (3) responses to this solicitation. A duly appointed evaluation team of three members reviewed the submittals. DFS Creative Concepts was the highest ranked offeror.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Conservation Division requests approval for the award of a contract to implement the Heritage Tourism Marketing Plan (HTMP) by means of the ENRICH Tour of Richland County's African American historic sites (See attached Heritage Tourism Marketing Plan RFP and ENRICH Marketing Plan). The Richland County Conservation Commission (RCCC) voted to proceed with this project at its January 22, 2024 meeting (minutes attached).

In 1998, Richland County Council established the RCCC through an ordinance. Tasked with safeguarding the natural, historical, and cultural resources spread across Richland County (County), the RCCC is comprised of 11 members, each appointed by a County Council member, who volunteer in representing their respective Council districts on the RCCC.

The RCCC and its staff drive the protection of historical and cultural resources through initiatives in tourism enhancement, education, marketing, and historic preservation grant programs as outlined in the RCCC's 2022 updated Strategic Plan. The RCCC has also been involved in numerous special projects documenting and preserving the County's history.

The purpose of this project is to prepare a GPS based self-guided tour as recommended in the ENRICH plan, prepared by Historic Columbia and their marketing partners. A smartphone, tablet, or laptop can be used to engage in carefully curated audio tours that uniquely deliver high-quality content and include a user-friendly interactive map, a GPS-triggered audio narration, and text/images/weblinks.

This content is accessible anywhere, on-site and remotely, and users travel at their own pace. Stories play automatically at exactly the right place, hands free. No data or cell service is required once the tour is downloaded. Audio, text, and virtual exhibit halls of images and links attract and orient visitors, inviting them to explore, stay longer, and support our mission.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

Goal: Foster Good Governance

Objectives:

- Develop realistic and achievable goals
- Create a shared vision with agreement by County leadership
- Collaborate with other governments

Goal: Plan for Growth through Inclusive and Equitable Infrastructure

Goal: Achieve Positive Public Engagement -

ATTACHMENTS:

1. HTMP Implementation RFP
2. ENRICH Marketing Plan
3. RCCC January 22, 2024 Meeting Minutes

Heritage Tourism Marketing Plan (HTMP) Implementation Request for Proposals

Background

In 1998, Richland County Council established the Richland County Conservation Commission (RCCC) through an ordinance. Tasked with safeguarding the natural, historical, and cultural resources spread across Richland County (County), the RCCC is comprised of 11 members, each appointed by a County Council member, who volunteer in representing their respective Council districts on the RCCC.

The RCCC and its dedicated staff drive the protection of historical and cultural resources through initiatives in tourism enhancement, education, marketing, and historic preservation grant programs outlined in the RCCC's 2022 updated Strategic Plan. The RCCC has also been involved in numerous special projects documenting and preserving the County's history.

Richland County boasts a rich array of historically significant African American structures, narratives, visuals, and themes that contribute to the complete story of the County, necessitating preservation, presentation, and interpretation for a comprehensive understanding of our past.

Aligned with the 2022 RCCC Strategic Plan and the 2015 Richland County Comprehensive Plan, the RCCC contracted vendors to develop the HTMP to promote and protect County historical and cultural resources with a focus on African American sites. The HTMP implementation will emphasize education and engagement for citizens, students, and tourists. The plan, renamed ENRICH: African American History Tour of Richland County (ENRICH Marketing Plan – Attachment 1) was conceived and developed to bring awareness of opportunities here to numerous visitors of the International African American Museum (IAAM) in Charleston and all potential visitors to Richland County and South Carolina.

HTMP Plan Objectives

The purpose of this project is to implement the recommendations proposed in the ENRICH Marketing Plan to provide and promote a self-guided tour of the African American cultural resources within Richland County. The tour should be designed to allow for additional tour sites and organizations to be included in the future.

Objectives of the ENRICH Marketing Plan include the following:

- Determine brand designation with staff/RCCC
- Create an audio tour application (app) designed to allow for the addition of sites when desired
- Create the website landing page for app and tour download
- Design digital and printed materials for promotion
- Prepare Targeting email and recipients
- Create video products (applicable to video ads and CTV)
- Develop geofencing and geotargeting campaign
- Create wayfinding/interpretive panels and signs and determine placement
- Develop digital billboard campaign
- Ability to measure participation
- Ensuring expandability of the tour app for growth and alternative tours

Scope of Services

Please see below for an outline of the specific services requested:

Tour creation and promotion

1. Design and create tour

- Work with County staff/RCCC to create a primary tour sites/stories list
- Develop a method to elicit community and partner input on immediate and future sites
- Create a list of secondary sites for possible addition at a later date
- Create a list of points-of-interest sites to note on tour map
- Complete the narratives for each site
- Compile the photographs or videos for each site
- Work with County staff/RCCC to determine upgrades (see ENRICH tour features)
- Create the most efficient route for the tour
- Work with app vendor to complete tour
- Ensure expandability of the tour app for growth and alternative tours

2. Create the website landing page for app and tour download with the following attributes

- To be linked from County website
- To be linkable from partner websites

3. Design digital and printed materials with branding

- Rack cards
- Posters
- Wayfinding signs and interpretive panels
- Billboards
- Targeted email
- Digital banner ads - geofencing & geotargeting
- Social media

4. Prepare targeting email

- Develop email list
- Send out email blast
- Share with partners for email & newsletters

5. Create digital banner ads - geofencing & geotargeting

- Via desktop & mobile

6. Video production

- Create video ads
- Place geotargeted video ads & streaming TV

7. Wayfinding/Interpretive panels and signs

- Design template of signs with branding

8. Digital Billboards

- Target the core markets (Atlanta, Charlotte-Gastonia-Rock Hill, Raleigh-Durham-Chapel Hill, Charleston-North Charleston, Augusta-Aiken, Greenville), beginning with Charleston

9. Measuring use and participation

- Provide a method of sharing data of website and app use

Deliverables/Products:

- Final design, with selected branding, of all digital and printed materials
- Method to elicit community and partner input on immediate and future sites
- Completed and published tour app
- Website landing page with app details and downloads
- Rack cards and posters
- Email address lists and email blasts
- Video/Banner ad products campaign and placements
- Wayfinding/Interpretive panels, signs and templates for future signs
- Billboard campaign and placement
- Method of sharing data of website and app use

Additional Deliverables/Products:

1. Project Timeline and meetings - At the start of the project, the vendor will develop a project timeline for each deliverable and provide to the Conservation Division staff for review and comments. Within one week of notice-to-proceed, the vendor will schedule a kickoff meeting with the Conservation Division staff to introduce the project team members and discuss the schedule and communications protocols.
2. Invoicing and reporting – Vendor will provide a progress report with a monthly invoice. The progress report will include a summary by task of work performed during the period of performance (as it corresponds to the scope of services) and will summarize upcoming planned steps.
3. No fewer than three meetings including the kickoff meeting with staff, a progress meeting with the Historic Preservation Committee to receive input, and a presentation meeting with the RCCC.

Information Furnished by Richland County

1. Available meeting space
2. Available historic resources, special project information, survey data, and maps
3. Other available information as requested

ENRICH: African American History Tour of Richland Co.

An Exploration of African American Landmarks and Legacies In Richland County, SC

Overview of Marketing Plan:

To effectively brand and package African American history assets throughout Richland County for tourism marketing and visitation. With collective and ongoing research, our teams will work to make improvements to existing sites, and seek potential development of new sites, giving way to opportunities for future tourism and marketing initiatives.

Target Audience & Locations (by way of Destination Analysts):

The objective is to promote Columbia as a historic destination, incorporating activities, and highlighting 'products' (tour) centered around African American History. We will strive to close the gap of noted 'unsure/unfamiliar with offerings' by promoting the tour clearly and effectively.

- 45% of respondents will prioritize experiences with historical significance in the next 12 months.
- 71% of respondents noted unique history & heritage as a motivator for visiting Columbia
- Historic sites are #3 of 13 desired Columbia activities

We will target travelers who are visiting African American Museums, particularly in the driveable Southeast. As well as those who are showing interest in historic sites and planning travel to Columbia. We will also prioritize and make direct links to the Charleston IIAAMC *.

Recap of Core Source Markets:

- Atlanta, GA 39%
- Charlotte-Gastonia-Rock Hill, NC-SC 17%
- Raleigh-Durham-Chapel Hill, NC 17%
- Charleston-North Charleston, SC 12% *
- Augusta-Aiken, GA-SC 7%
- + Greenville, SC

Tour Locations:

We've compiled a comprehensive starting list of 15 sites that are either currently available for visitation and managed by Historic Columbia, or 'undiscovered' sites which are not currently being managed/promoted but have potential for development and future use.

The following list runs geographically within Richland County - beginning West, running North, then South (towards Charleston)

- 1-Pine Grove Rosenwald School - 937 Piney Woods Rd (St. Andrews)
- 2-Monteith School - 6808 Main St (St. Andrews)
- 3-Bethel Baptist Church - McNulty Road (Blythewood)
- 4-Mann-Simons Cottage - 1403 Richland St. (Downtown)
- 5-Modjeska Monteith Simkins House - 2025 Marion St. (Downtown)

- 6-1898-1925-The Waverly Historic District (Waverly)
- 7-Allen University, Chappelle Building - 1530 Harden Street (Waverly)
- 8-Dr. Matilda A. Evans House - 2027 Evans Street ("for sale") (Waverly)
- 9-Heidt-Russell House (Waverly)
- 10-Harriett Barber House - 116 Barberville Loop (Hopkins)
- 11-Horrell Hill Rd - Beulah Church / House #2204
- ... New Light Beulah Baptist Church - 1330 Congaree Road (Hopkins)
- 12-Siloam School - 1331 Congaree Rd (Hopkins)
- 13-Magnolia Plantation - 427 Adams Hayne Rd (Eastover)
- 14-Goodwill Plantation - North side of US Highway 378/Wateree Heritage Preserve (Eastover)
- 15-St. Phillip School - 4350 McCords Ferry Road (Eastover)

Google Map for reference:

<https://www.google.com/maps/@34.0041288,-81.6344401,9z/data=!3m1!4b1!4m3!11m2!2sfGTSwc64RtCU2zRc0l1XeA!3e3?entry=ttu>

Design | Brand Exploration:

The Brand Exploration presented aims to encompass a unified look, feel and messaging that can be carried out through advertising and marketing of the mentioned sites, across multiple platforms, and by multiple entities.

Impending (3) Phases for Marketing & Advertising in 2024:

Priorities for marketing & advertising are represented here in Phases 1,2, and 3, according to a specified timeline and budget line items.

PHASE 1 (January thru April)

1) TravelStory's App, Audio + Driving Tour:

TravelStory's offers carefully curated audio tours that uniquely delivers high-quality content and includes a user-friendly interactive map, a GPS-triggered (or beacon-triggered, for indoors) audio narration, and text/images/weblinks.

This content is accessible anywhere, on-site and remotely, and users travel at their own pace. Stories play automatically at exactly the right place, hands free. No data or cell service required once the tour is downloaded.

TravelStory's audio, text, and virtual exhibit halls of images and links attract and orient visitors, inviting them to explore, stay longer, and support your mission.

TravelStory's GPS produces the tour in their App with collaborative guidance, feedback, and approvals from HC, ECSC & PNB, to include: locating story sites; researching, writing, and

recording scripts; collecting images; including links; uploading content to the app; and in-house testing. We will test the tour with TravelStorysGPS guidance.

Tour Features:

One Tour Totaling 15 Geotags

Mode of Travel: Driving

Tour Types: Driving economic development and tourism

Geotags: 15 geolocated story sites with audio narration, images, and text

Audio: 15 authentic, place-based audio stories; up to 45 [15 geotags x 3] mins. audio, 3-minute story max.

Images: 3-5 per geotag

Text: Audio story scripts viewable on the tour

Overlays: Tour routes and colored geotag icons on the base map

Full Production: \$27,000

+ 15% Project Management Fee \$4,050

Upgrades:

Sound Effects: 5 sites -\$1,125

Point of Interest Flags: 3 sites -\$135

TravelStory's Website Plugin™ Facsimile Tour: 2 Websites -\$500

Digital Wayfinding: 3 sites -\$450

Yearly Subscription (Ongoing Yearly Subscription Fee Coverage) -\$5,400

Full Production with 15 Sites, + Project Management + Upgrades @ \$38,660

2) Website Landing Page (to include securing URL):

Choose URL and design/develop a web landing page to house relevant information about the tour, but most importantly a Call to Action to download the App. A link to this page will also live on all tourism sites IE ECSC, Historic Columbia, Etc.

-One 1 Page branded static landing page, with provided content/images

-Three (3) rounds of revisions

-Deliverable: Sketch file, JPG Mockup, PDF

-Full development of page (Wordpress Custom Build) - Admin access to be passed off to client upon completion

Design & Development begins @ \$8,000

3) Digital & Printed Materials:

Graphic Design

@ \$150 per hour

Printed Rack Cards
500 Quantity @ \$250

PHASE 2 (May - August)

1) Targeting Email | E-Blasts | Newsletters:

Email serves as an invaluable communication forum for engaging individuals who have demonstrated an interest in history, African American history, and history tourism, particularly when promoting Richland County history tours.

- By leveraging email, we can deliver tailored and relevant content directly to a receptive audience, ensuring that our messages align with their passion for historical exploration.
- This platform allows us to intricately weave the narrative of Richland County's history, highlighting its cultural significance and especially its ties to African American heritage.
- Through compelling storytelling and visual elements, we can provide a glimpse into the unique experiences offered by our history tours, fostering a sense of exclusivity and curiosity.

How it works ...

- We work with a data company to curate a list of people interested in history tourism.
- We curate several emails to tell the story and significance of our tours and include links to download the tourism app.
- The email design can be used to reach people on the Experience Columbia and Historic Columbia email lists (duplications will be omitted)
- Email is inexpensive, creates an opportunity for story telling, and is a passive medium. People can save the information for a rainy day.

Reach approximately 30,000 people begins @ \$1,400

*Budgets are dependent on how many people you want to reach, and how often

2) Video Production (applicable to Video Ads and CTV)

Begins @ \$5,000

3) Geofencing & Geotargeting - Digital Banner Ads | Video Ads (via Desktop & Mobile):

The heart of intent lies in location, especially when capturing the interest of potential tour participants. Location not only reflects their current mindset but also unveils valuable insights into their behavior. We can harness the power of proximity targeting to captivate history enthusiasts when they are in the vicinity of culturally significant landmarks, steering their immediate and future engagement.

A combination of Banner ads and :15 or :30 Video ads is ideal. Video to tell your story and Banner ads to take viewers directly to a link that would allow you to download the app.

How It Works ...

We establish a cultural perimeter around specific landmarks tied to African American history or points of interest. As individuals' step into these historically charged areas and connect to our

network, they become eligible to receive personalized invitations and compelling ads, both while on site and after leaving the location (retargeting).

- It is ideal to create the list and perimeters 4-6 weeks before outreach (fill the funnel to retarget these people)
- We can also geotarget to only retarget to people within a certain radius of Richland County. For example, we will target people who visited the International African American Museum in Charleston, but we want those receiving the ad to be able to visit the Richland tour. The radius retargeting allows us to omit the people who have traveled back to another far away state.
- It's ideal to have a list of 40+ Historical sites (addresses) that would have relevant visitors.

Display Banner ad entry point @ \$2,000/month

Video ads entry point @ \$3,500/month

*Campaigns should be at least 6 months and budget determines frequency

PHASE 3 (September thru December)

1) Informational Wayfinding Signs:

Interpretive Panels begin @ \$6,000 each

2) Digital Billboards:

We will want to target the 5 core markets, beginning with Charleston, choosing at least 1 board in each market start.

Tier 1 @ \$2,100/month

Charleston West LHR 10'6 x 36' 64.5K2
I 26 N/S, Nexton Pkwy

Greenville North RHR 10'6 x 36' 45.6K2
2798 S. 14 Highway

Tier 2 @ \$3,400/month

Charleston East LHR 14'0 x 48'0 321.5K2
I-26, 1 mi. W/O I-526

Charleston West RHR 14'0 x 48'0 330.0K2
I-26, 1 mi. W/O I-526

Charlotte North LHR 16'0 x 23'0 135.1K2
I-77 MM 5.5 at Exit 6, Billy Graham Pkwy

Charlotte South RHR 16'0 x 23'0 155.7K2
I-77 MM 5.5 at Exit 6, Billy Graham Pkwy

Tier 3 @ \$4,000/month

Greenville North LHR 14' x 48' 172.6K2
I 385 E/S, AT I 85

Greenville South RHR 14' x 48' 218.1K2
I 385 E/S, AT I 85

3) CTV (Connected/Streaming TV):

CTV allows you all the benefits of regular television: site, sound, storytelling, the evoking of emotion, with a new very important element - the layering of data.

How it works:

We work to build a behavioral profile of the perfect Richland County visitor. The profile is built by combining data from multiple companies that track where and how people spend their time, where they spend their money, and what they research online. In addition to the data, we can layer in age and location to deliver television only to the homes of people that are likely to engage in our tour.

- When buying TV programmatically we don't have to worry about which station we air on, or which streaming service we buy. The data profile is created and finds the perfect viewer where they are watching.
- The Programmatic TV provider has access to 75% of all tv screens in the country and delivers on Rokus, Apple TVs, Firesticks, Smart TV's, etc
- Delivery takes place on hundreds of platforms, like Sling, Hulu, LG, Peacock, Tubi, and hundreds of others.
- Ultimately you land in front of the right customer, in a highly engaged environment.
- CTV campaigns are built by looking at how long you need to consistently reach people and how many times you may need to reach them.

Begins @ \$3,000-\$9,000/month for a statewide campaign

\$18,000 nets approximately 375,000 impressions, in front of the custom built audience profile
*375,000 impressions equals approximately 2,200 viewing hours of a :30 second video



2020 Hampton Street • Room 3063A
Columbia, SC 29204
(803) 576-2080
January 22, 2024
4th Floor Conference Room
January Meeting Minutes

Attendance

Commissioner	District	Present
Charles Weber	1	Yes
James Young	2	Yes
Wayman Stover	3	Yes
Glenice Pearson	4	Yes
Kip Dillihay	5	Yes
John Grego	6	Yes
Robert Squirewell	7	Yes
Deborah DePaoli	8	Yes
Khali Gallman	9	Yes
Darrell Jackson Jr.	10	No
Gail Rodriguez	11	No

Staff & Visitors	Affiliation
John McKenzie	Conservation Division
Val Morris	Conservation Division
Quinton Epps	Conservation Division
Aric Jensen	Assistant County Administrator

Call to Order

Grego welcomed everyone and called the meeting to order with a quorum at 3:32 pm. Members, staff, and guests met in-person or by Zoom.

Approval of Agenda

- ⇒ **Weber moved to amend the agenda to add the Mill Creek Bridge proposal as an action item which was seconded by Young. Motion passed unanimously.**

Approval of Minutes

- ⇒ **Young moved to approve November minutes which was seconded by Stover. Motion passed unanimously.**

Report of the Chair

- **Officer Elections – action item:** Elections for Richland County Conservation Commission (RCCC).
- ⇒ **Weber moved to retain the slate of officers from the previous year which was seconded by Stover. Motion passed unanimously.**
- **John Grego, RCCC, Chair**
 - **Khali Gallman, Historic Preservation Committee, Chair**
 - **Charles Weber, Natural Resource Committee, Chair**
 - **Robert Squirewell, RCCC, Treasurer**

- **Rules of Procedure – action item:** Grego reported the DRAFT Rules of Procedure need to be updated to provide for the current names of the RCCC committees and other items.

⇒ **Young moved to approve the Rules of Procedure as amended which was seconded by Stover. Motion passed unanimously.**

- **Congaree Biosphere Region - update:** Grego reported the Congaree Biosphere Region is getting closer to adopting their by-laws. Additionally, he mentioned the 2024 Congaree Research Symposium which features Congaree Biosphere Region will take place on February 1st through February 2nd 2024. In conclusion, Grego reported he along with others will arrange a lunch or dinner with Cliff McCreedy, the Science and Stewardship Coordinator for National Park Service who is a supporter of the Lower Richland Tourism Plan (LRTP).
- **Greenway Advisory Committee - update:** Grego reported Permit approvals/plans for the Crane Creek Greenway have been submitted to City of Columbia, DHEC and Army Corps of Engineer. In addition, access points, Devine Street crossing at Crowson Road and dedicated right-of-way were discussed for the Gills Creek Greenway.
- **Columbia Rowing Club Operating Agreement:** Grego reported the agreement was approved by County Council and has made its way up to administration for the signature process.
- **Advocacy – update:** Stover, Dilihay, Grego and Gallman reported they spoke with councilmembers giving them updates about the projects with the RCCC.

Report from Community Planning & Development

- **Land Development Code-Remapping Restart – update:** Jensen reported a draft of the Olympia Historic Plan is being viewed by different organizations like the City of Columbia and Richland County Planning and Zoning Board for their input. Jensen also commended RCCC for their efforts with the Historic Preservation Plan (HPP).

Treasurer’s Report

- **FY23–24 General Budget – update:** Squirewell reported money was moved in the budget, (line items 529500 and 531400) to help with upkeep and landscaping for Pinewood Lake Park and to purchase a tractor. No other major changes were made to the budget.
- **FY24-25 Proposed Budget – update:** Epps reported the proposed FY24-25 budget is similar to last year, however he will add line items for the Lower Richland Tourism Plan Implementation, and remove items for Historic Preservation Plan (HPP), Heritage Tourism Marketing Plan (HTMP) Implementation, Mill Creek Bridge Replacement. In conclusion, he spoke about the work in progress for purchasing the Cabin Branch properties

Historic Preservation Committee (HPC) Report

- **HTMP Implementation RFP – action item:**

⇒ **Gallman moved to proceed with the HTMP Implementation which was seconded by Weber. Motion passed unanimously.**

There was discussion about the urgency in moving forward with the implementation to avoid losing the funds for the project. Pearson stated she felt the committee wasn't given ample time to discuss the plan especially during the December holidays. McKenzie stated the HTMP was on the agenda as an action plan since last March and was included in the FY23-24 budget.

- **Historic Preservation Plan RFP – action item:**

⇒ **Gallman moved to proceed with the HPP which was seconded by Weber. Motion passed. Pearson and Squirewell opposed the vote stating they support the plan but disagree with some of the verbiage.**

- **Cemetery Protection Ordinance – action item:**

⇒ **Gallman moved to proceed with the Cemetery Protection Ordinance which was seconded by Young. Motion passed unanimously.**

Natural Resources Committee (NRC) Report

- **Forestry Stewardship Plan – action item:**

⇒ **Weber moved to proceed with the Forestry Stewardship Plan which was seconded by Young. Motion passed unanimously.**

- **Mill Creek Bridge – action item:** Epps reported he budgeted the replacement cost to be about \$700,000.00, after the solicitation was done the lowest bid came in at \$1,145,479.00. Epps proposed transferring \$445,149.00 from the Acquisition budget the Construction budget for the replacement of the Mill Creek Bridge.

⇒ **Weber moved to accept the proposal Epps made for the replacement of the Mill Creek Bridge which was seconded by Young. Motion passed unanimously.**

- **Scout Motors – update:** Weber reported Scout Motors has received their permits from the Army Corps of Engineers (ACE), they will resume development at the site.

- **Potential Property Purchase – update:** Weber reported still a work in progress.

- **Bates Old River – update:** Grego reported he put together a draft email for the staff to review regarding the Columbia Rowing Club and Richland County Recreation Commission (RCRC).

- **Mitigation Bank Credits – update:** Weber reported still a work in progress.

Conservation Program Analyst's Report

- **Fabel Easement – update:** McKenzie reported still a work in progress no new updates.
- **Lake Elizabeth Conservation Easement – update:** McKenzie reported still a work in progress no new updates.
- **Benedict College grant – update:** McKenzie reported the project is completed.
- **FY23-24 RCCC Grants – update:** McKenzie reported all of the grantee’s submitted their quarterly reports on time and everyone is on track.
- **Zoom Grant Evaluation Training – update:** McKenzie reported he created a document to be sent out with links on how to review grants.
- **Events – update:** McKenzie report COACH Documentary will be premiered on Saturday, March 2,2024 at Trinity Baptist Church, 2521 Richland Street, Columbia, SC.

⇒ **Grego moved to extend the meeting by 10 minutes which was seconded by Weber. Motion passed unanimously.**

Conservation Manager’s Report

- **Annual Work Plan – action item:** Epps reported Grego will present the Annual Work Plan to County Council on March 19, 2024. Epps gave a brief overview of the items Grego will cover during the presentation.
- **Staff Vacancy - update:** Epps reported he had an applicant for the Land Planner position, however the applicant declined the offer. He also reported Chelsea Holliday has been hired as the new Administrative Assistant, with a start date of February 12, 2024. In addition, he reported in conjunction with the Planning Department he was able to hire a Sustainability Planner, Jessica Thompson who will start the same date as Holliday.
- **New Business:** Grego reported on the behalf of RCCC he purchased three trees in honor of Mildred Myers, a former commissioner who passed away in November 2023.

⇒ **Weber moved to approve the Annual Work Plan which was seconded by Young. Motion passed unanimously.**

- **Public Input:** None reported
- **Adjournment:**

⇒ **At 5:06 pm, Weber moved to adjourn the meeting, which was seconded by Young. Motion passed unanimously.**

Respectfully submitted, Val Morris

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Richland Owner LLC, a company previously identified as Project Flare; and other related matters

Notes:

First Reading: July 15, 2024

Second Reading: August 27, 2024

Third Reading:

Public Hearing:

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

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

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

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

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

WHEREAS, Richland Owner LLC, a company previously identified as Project Flare, a limited liability company organized and existing under the laws of the State of Delaware (the “Company”), has committed to establish a multi-family housing project in the County consisting of approximately 312 units (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than Forty Five Million and 00/100 Dollars (\$45,000,000), and in connection with the Project, anticipates making investment in certain Public Infrastructure;

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

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

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

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

Section 2. *Expansion of the Park Boundaries; Inclusion of Property.* The Chair of County Council (“Chair”) is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement to include the Property in the Park. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and delivery of written notice to Fairfield of the inclusion of the Property in the Park, which written notice shall include a copy of this Ordinance and identification of the Property.

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

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

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

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

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

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

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: July 16, 2024
Second Reading: August 27, 2024
Public Hearing: November 12, 2024
Third Reading: November 12, 2024

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

RICHLAND OWNER LLC

Effective as of: November 12, 2024

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of November, 12 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 Richland Owner LLC, a company previously identified as Project Flare, a limited liability company organized and existing under the laws of the State of Delaware, (as hereinafter defined “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 a multi-family housing project in the County consisting of approximately 312 units (“Project”) including, and to be located on, land more particularly identified on Exhibit A hereto (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than Forty-Five Million and 00/100 Dollars (\$45,000,000), and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on November 12, 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

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

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

Section 2.1. Investment Commitment. The Company shall invest not less than Forty-Five Million and 00/100 Dollars (\$45,000,000) in taxable property in the Project ("Investment Commitment") by November 12, 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, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Deadline shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, energy production or communications technology infrastructure, and expenditures on the eradication of blight (collectively, the “Non-Workforce Housing Public Infrastructure”), as well as that portion of the overall Project investment attributable to the construction of housing units with rental rates qualifying such units as “workforce housing” (collectively, the “Workforce Housing Public Infrastructure”). For purposes of this Agreement, “workforce housing” shall be defined as housing that is affordable to the occupant or occupants, as applicable, when applying no more than 30% of gross income of the occupant or occupants, as applicable, to housing costs, for those earning between 80% and 120% of the area median income, as published by Fannie Mae, for the Project location of 5324 Hard Scrabble Rd, Blythewood, South Carolina 29016.

(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 pay applications, invoices, accounting logs, rent rolls, and related documentation, sufficient to reflect the number of housing units comprising the Project that the Company is submitting as “workforce housing” for the purposes of Workforce Housing Public Infrastructure qualification (the “Certified Workforce Housing Unit Level”) as well as the construction costs attributable to such units, all in form and substance reasonably acceptable to the County; provided, however, the Company hereby acknowledges and agrees that the number of such units shall not be less than 50% of the total number of units comprising the Project. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in at least the cumulative total investment amount set forth on Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County’s Economic Development Department shall have 30 days (“Verification Deadline”) to verify the Company’s investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County’s Economic Development Department shall, on a date no

later than the Verification Deadline (the “Verification Date”), provide to the Company, by written notice, the County’s determination of the verified amount of Company Public Infrastructure investment, including specifically the Certified Workforce Housing Unit Level to be maintained during the Credit Term, as defined on Exhibit C hereto. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs and agreement as to the Certified Workforce Housing Unit Level submitted by the Company, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each of the Company’s Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date or such other subsequent Fee Payment as may be designated by the Company, in writing, to the County together with, or following, the Company’s certification to the County pursuant to **Section 2.2(b)** hereof. The term, amount and calculation of the Public Infrastructure Credit is described on Exhibit C hereto.

(b) On or before each April 30 immediately following the December 31 of each year corresponding to each tax year for which the Company is entitled to a Public Infrastructure Credit, the Company shall submit to the County Auditor, with a copy to the County’s Economic Development Department, an annual Public Infrastructure Credit certification, substantially in the form of Exhibit D hereto, reflecting the calculation of the Public Infrastructure Credit to which the Company is entitled for such tax year (e.g., December 31, 2025 corresponds to tax year 2026, with a Public Infrastructure Credit certification deadline of April 30, 2026). 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, 2029;

(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.

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

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

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

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

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

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
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with a copy to (does not constitute notice):	Parker Poe Adams & Bernstein LLP Attn: Ray E. Jones 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202 Phone: 803.255.8000 Fax: 803.255.8017
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if to the Company:

Richland Owner LLC
Attn: Seth Coker
P.O. Box 116
Colfax, North Carolina 27235
Phone: 336.362.3070

with a copy to

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

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

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding Five Thousand and 00/100 Dollars (\$5,000) \$5,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

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

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

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

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

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

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

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

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

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

[TWO SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

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

RICHLAND OWNER LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

BEGINNING AT A 5/8" REBAR MARKER SOUTH CAROLINA STATE PLANE COORDINATES OF N: 857,559.26 E: 2,028,365.16 SAID POINT BEING THE POINT ALONG THE EASTERN RIGHT-OF-WAY OF HARD SCRABBLE ROAD. PROCEEDING ALONG PROPERTY OF KATHERINE M. THOMAS THE FOLLOWING COURSES AND DISTANCES S 87°33'09" E FOR A DISTANCE OF 29.77' TO A STONE WITH CHISELED "X" MARKER TURNING AND PROCEEDING N 02°05'44" W FOR A DISTANCE OF 497.36' TO A STONE WITH CHISELED "X" THENCE TURNING AND PROCEEDING ALONG PROPERTY OF SAMSON A MEYER S 57°18'23" E FOR A DISTANCE OF 34.78' TO A 1/2" REBAR MARKER PROCEEDING ALONG PROPERTY OF NANCY CHOE S 57°53'24" E FOR A DISTANCE OF 165.94' TO A 1/2" REBAR MARKER THEN ALONG PROPERTY OF JEFFREY A MILLER S 57°45'34" E FOR A DISTANCE OF 8.79' TO A 1/2" REBAR MARKER THENCE PROCEEDING ALONG PROPERTIES OF ASHLAND AT LAKE CAROLINA THE FOLLOWING COURSES AND DISTANCES S 57°46'35" E FOR A DISTANCE OF 808.82' TO A 1/2" REBAR MARKER AND S 57°46'23" E FOR A DISTANCE OF 855.32' TO A 5/8" REBAR MARKER THEN TURNING AND PROCEEDING S 32°13'59" W FOR A DISTANCE OF 452.34' TO A 5/8" REBAR MARKER THEN TURNING AND PROCEEDING N 64°43'22" W 1,028.95' THENCE S 74°55'01" W FOR A DISTANCE OF 202.83' THENCE N 15°05'25" W FOR A DISTANCE OF 182.80' TO A 5/8" REBAR MARKER S 69°39'35" W FOR A DISTANCE OF 40.00' TO A 5/8" REBAR MARKER N 21°09'10" W FOR A DISTANCE OF 56.15' TO A 5/8" REBAR MARKER AND N 21°57'56" W FOR A DISTANCE OF 316.07' TO A 5/8" REBAR MARKER BEING THE POINT OF BEGINNING (P.O.B.).

TMS#: R20500-03-14 (portion of)

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes Non-Workforce Housing Public Infrastructure and Workforce Housing Public Infrastructure, as listed below;

<u>Description</u>	<u>Budget</u>
Sewer Improvements	\$200,000
Access Road	\$500,000
Construction costs derived from Certified Workforce Housing Unit Level	To be determined in accordance with this Agreement

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

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

The County shall provide a 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 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 or such other subsequent Fee Payment as may be designated by the Company, in writing, to the County together with, or following, the Company's certification to the County pursuant to Section 2.2(b) hereof, and ending with the earlier of the 10th such year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

EXHIBIT D (See Section 2.3)

PUBLIC INFRASTRUCTURE CREDIT CERTIFICATION

Reference is made to that certain Public Infrastructure Credit Agreement dated as of November 12, 2024, (the “Agreement”) by and between Richland Owner LLC, a company previously identified as Project Flare, a limited liability company organized and existing under the laws of the State of Delaware (the “Company”), and Richland County, South Carolina (the “County”). Each capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

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

(1) Total investment in verified Company Public Infrastructure as of the Verification Date pursuant to Section 2.2(c) of the Agreement is \$_____, of which \$_____ is attributable to Non-Workforce Housing Public Infrastructure and \$_____ is attributable to Workforce Housing Public Infrastructure.

(2) The total Certified Workforce Housing Unit Level as of the Verification Date is _____ units which is equal to ___% of the total units at the Project.

(3) Current area median income as published by Fannie Mae, for the Project location of 5324 Hard Scrabble Rd, Blythewood, South Carolina 29016 is _____ (the “Current AMI Level”).

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

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

(6) (a) The Annual Certified Workforce Housing Unit Level meets or exceeds the Certified Workforce Housing Unit Level and, accordingly, the Company is entitled to the full Public Infrastructure Credit of 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 15, 20___).

OR

(b) The Annual Certified Workforce Housing Unit Level is less than the Certified Workforce Housing Unit Level and, accordingly, the Company is entitled to a Public Infrastructure Credit of less than 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 15, 20___), as calculated and illustrated in the formula and example set forth below:

Formula:

- A. $(\text{Annual Certified Workforce Housing Unit Level} / \text{Certified Workforce Housing Unit Level}) \times 100 = \text{Workforce Housing Shortfall Ratio}$
- B. $50\% \text{ Public Infrastructure Credit} \times \text{Workforce Housing Shortfall Ratio} = \text{applicable Public Infrastructure Credit percentage}$

By way of example, in the event that the Annual Certified Workforce Housing Unit Level is 128 units and the Certified Workforce Housing Unit Level is 160 units resulting in a Workforce Housing Shortfall Ratio of 80, the applicable Public Infrastructure Credit percentage would be 40% (reduced from 50%).

Accordingly, the Company is entitled to a Public Infrastructure Credit of ___% against the Fee Payment due and owing from the Company to the County with respect to the Project for Tax Year _____ (i.e., the Fee Payment due with respect to the Project for Project property placed in service as of December 31, 20___, and due to be paid on or about January 15, 20___).

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

PROJECT FLARE

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 Authorizing a deed to the City of Columbia to waterlines running under and along the dirt road paving project at Summer Haven Drive from Haven Circle to Dead End; Richland County TMS #01312-02-02 & 03, 01312-03-03 & 04, & 01315-01-07 (portion); CF #354-47

Notes:

September 24, 2024 – The Transportation Ad Hoc Committee recommends Council approve the attached ordinance which acts to convey certain waterlines and components (as well as a permanent exclusive easement with respect thereto) constructed by Richland County as part of the Summer Haven Drive-Dirt Road Paving Package “N” located within county-owned right-of-way to the City of Columbia for purposes of operating and maintaining said waterlines and related component parts to deliver water utility services to adjacent property owners.

First Reading: October 1, 2024

Second Reading:

Third Reading:

Public Hearing:

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Director
Department:	Transportation	Division:	
Date Prepared:	August 28, 2024	Meeting Date:	September 24, 2024
Legal Review	Elizabeth McLean via email	Date:	September 17, 2024
Budget Review	Maddison Wilkerson via email	Date:	September 11, 2024
Finance Review	Stacey Hamm via email	Date:	September 16, 2024
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Transportation Ad Hoc		
Subject	Summer Haven Drive - Watermain Easement Transfer to City of Columbia		

RECOMMENDED/REQUESTED ACTION:

Staff recommends County Council approve the attached ordinance which acts to convey certain waterlines and related components (as well as a permanent exclusive easement with respect thereto) constructed by Richland County as part of the Summer Haven Drive- Dirt Road Paving Package “N” located within county-owned right-of-way to the City of Columbia for purposes of operating and maintaining said waterlines and related component parts to deliver water utility services to adjacent property owners.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There is no anticipated fiscal/budgetary impact.

Applicable fund, cost center, and spend category: not applicable.

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Richland County Transportation recommends that County Council approve the attached ordinance which acts to convey certain waterlines and related components (as well as a permanent exclusive easement with respect thereto) constructed by Richland County as part of the Summer Haven Drive Dirt Road Paving Project located within county-owned right-of-way to the City of Columbia for purposes of operating and maintaining said waterlines and related component parts to deliver water utility services to adjacent property owners.

Please note that pursuant to Sections 2-28 and 2-29 of the Richland County Code of Ordinances, the attached ordinance requires three readings and a public hearing for approval and enactment by County Council.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

Goal: Plan for Growth through Inclusive and Equitable Infrastructure

ATTACHMENTS:

1. Attachment to Ordinance (Summer Haven)
2. 2024-02-04 DRAFT County Ord. re City of Cola Waterline Deed 2.0
3. 2024-07-11 Memo. Re Summer Haven Drive-08-19-2024

**ATTACHMENT TO
RICHLAND COUNTY COUNCIL
ORDINANCE NO. ____ - ____**

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

DEED TO WATER LINES FOR DIRT ROAD PAVING ALONG SUMMER HAVEN DRIVE FROM HAVEN CIRCLE TO DEAD END; RICHLAND COUNTY TMS #01312-02-02 & 03, 01312-03-03 & 04, 01316-01-07 (PORTION); CF #354-47

RICHLAND COUNTY, SOUTH CAROLINA

JOSHUA RENNEBAUM

ROYCE WAYNE RICHMOND, JR.

ROBERT M. LEBARON, JR. AND

JENNA MARIE LEBARON

SAMUEL D. MATHIAS AND

LISA C. MATHIAS

to

CITY OF COLUMBIA

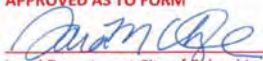
FOR VALUE RECEIVED, Richland County, South Carolina of Columbia, South Carolina, Joshua Rennebaum, of Chapin South Carolina, Royce Wayne Richmond, Jr. of Chapin, South Carolina, Robert M. Lebaron, Jr. of Chapin, South Carolina, Jenna Marie Lebaron of Chapin, South Carolina, Samuel D. Mathias of Chapin, South Carolina and Lisa C. Mathias of Chapin, South Carolina (also hereinafter singularly and collectively referred to as "Grantor") do hereby bargain, sell, transfer and convey unto the City of Columbia (also hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's rights, title and interests in and to the below described water lines:

All those certain water lines, the same being 4" and 6" in diameter including valves, valve boxes, fire hydrants, meter boxes, service lines to meter boxes and easement boundaries, lead lines to fire hydrants (including 6" DIP), and all components to complete the system and more clearly shown on City File #354-47.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and shown on City File #354-47, which is incorporated herein by specific reference thereto.

A 6" water line beginning at a 6" x 6" tee and tie to an existing 6" City of Columbia water line (The Havens at Lake Murray Subdivision; CF #270-23) located in the outer perimeter of the northwestern right-of-way of Haven Circle (County Road; Variable Width R/W), forty-five and two tenths (45.2) feet southwest of the easternmost property corner of TMS #01312-10-06, n/f Smith; thence extending therefrom in a southeasterly direction crossing Haven Circle, TMS #01312-02-03, n/f Rennebaum and along the outer perimeter of the northwestern right-of-way of Summer Haven Drive (County Road, Variable Width R/W), for a distance of forty-five and three tenths (45.3) feet to a 45° bend located in the outer perimeter of the northwestern right-of-way of Summer Haven Drive, twenty-seven and six tenths (27.6) feet northwest of the northernmost property corner of TMS #01312-03-02, n/f Hair; thence turning and extending therefrom in a northeasterly direction

APPROVED AS TO FORM


Legal Department City of Columbia, SC

11/02/2023

crossing the northwestern right-of-way of Summer Haven Drive, TMS #01312-02-02, n/f Richmond and along the outer perimeter of the northwestern right-of-way of Summer Haven Drive, for a distance of four hundred twenty-eight and eight tenths (428.8) feet to a 45° bend located in the outer perimeter of the northwestern right-of-way of Summer Haven Drive, twenty-seven and seven tenths (27.7) feet southwest of the northernmost/northwestern property corner of TMS #01316-01-01, n/f Miller; thence turning and extending therefrom in a southeasterly direction along Summer Haven Drive, for a distance of three and one tenth (3.1) feet to a 45° bend located in the northwestern right-of-way of Summer Haven Drive, twenty-four and nine tenths (24.9) feet southwest of the northernmost/northwestern property corner of said TMS #01316-01-01; thence turning and extending therefrom in a southeasterly direction along Summer Haven Drive, for a distance of seventeen and one tenth (17.1) feet to a fire hydrant located in the outer perimeter of the southeastern right-of-way of Summer Haven Drive, twenty-four (24) feet southwest of the innermost northwestern property corner of said TMS #01316-01-01; thence terminating.

Also, a 4" water line beginning at a 6" x 6" x 4" tee on the aforescribed 6" water line located in the outer perimeter of the southeastern right-of-way of Summer Haven Drive, twenty-four and six tenths (24.6) feet southwest of the innermost northwestern property corner of TMS #01316-01-01; thence extending therefrom in a northeasterly direction along the outer perimeter of the southeastern right-of-way of Summer Haven Drive, for a distance of eighteen and one tenth (18.1) feet to a 4" cap located in the outer perimeter of the southeastern right-of-way of Summer Haven Drive, seven and seven tenths (7.7) feet west of the innermost northwestern property corner of said TMS #01316-01-01; thence terminating.

Be all measurements a little more or less.

The Grantor hereby agrees to be responsible for repairs of all damage to water lines, sanitary sewer lines, curb cocks, meter boxes, all fittings and fire hydrants hereby conveyed which arise out of the operation of any equipment or vehicles under control of the Grantor, Grantor's contractor, agent, or any other party acting on behalf of Grantor in connection with the initial installation of streets, paving, curbs and gutters, storm drainage lines, sanitary sewer lines, utility lines, final grading or improvements in development of property served by said water lines, and the Grantor shall either effect necessary repairs or reimburse the City for the cost of repairs at the option of the City.

This conveyance also includes an exclusive easement on all water lines and appurtenances heretofore described and as shown on the herein-referenced record drawings for the purpose of access, ingress, egress, construction, operation, reconstruction and maintenance of said water lines. The Grantor hereby agrees that no future construction (including, but not limited to, buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without prior approval of the City Engineer. Also, granted herein is an easement for access, ingress and egress along the entrance drives, private alleyways, driveways and common areas for the construction, operation, maintenance, repair, reconstruction and extension of services on the water lines and appurtenances for this development.

This conveyance also includes all water line easements shown on a set of record drawings for Dirt Road Paving along Summer Haven Drive from Haven Circle to Dead End, in Richland County and near the Town of Irmo, SC, dated August 7, 2023, last revised October 5, 2023, prepared for Richland County Transportation Penny Project, prepared by Chao & Associates, Inc., Gerald A. Lee, S.C.P.E. #21629 and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under file reference #354-47.

These water lines are more clearly shown and delineated on a set of record drawings for Dirt Road Paving along Summer Haven Drive from Haven Circle to Dead

End, in Richland County and near the town of Irmo, SC, dated August 7, 2023, last revised October 5, 2023, prepared for Richland County Transportation Penny Project, prepared by Chao & Associates, Inc., Gerald A. Lee, S.C.P.E. #21629 and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under file reference #354-47.

TS

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TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

And Grantor warrants that Grantor is the lawful owner of said property and has the right to convey same; and that the property is free and clear of any and all mortgages, liens and encumbrances of whatsoever kind or nature, except those set-forth hereinabove.

WITNESS the hand and seal of the Grantor by the undersigned this ____ day _____, 20__.

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

(1st Witness Signature)

By: _____

(Signature)

Name: _____

(Print Name)

(2nd Witness Signature)

Title: _____

(Print Title)

STATE OF _____)

ACKNOWLEDGMENT

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____
(Name and Title of Officer)

of _____ on behalf of the within named Grantor.
(City and State)

Notary Public for the State of _____

My Commission Expires: _____

Attorney Certification

I, _____, an attorney licensed to practice in the State of _____ do hereby certify that I supervised the execution of the attached Deed to Water Lines for Dirt Road Paving along Summer Haven Drive from Haven Circle to Dead End with Richland County, South Carolina, as Grantor and the City of Columbia, as Grantee this ____ day of _____, 20__.

State Bar Number: _____

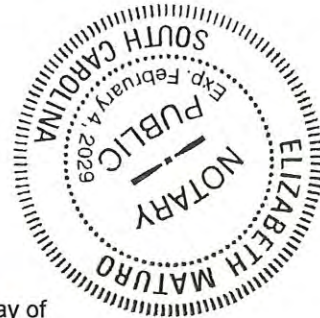
WITNESS the hand and seal of the Grantor this 6 day of March, 2024

WITNESSES:

[Signature]
(1st Witness Signature)

[Signature]
JOSHUA RENNEBAUM

[Signature]
(2nd Witness Signature)



STATE OF _____) ACKNOWLEDGEMENT
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 6th day of March, 2024 by the within-named Grantor.

[Signature]
(Notary's Signature)

NOTARY PUBLIC FOR: South Carolina
(State)

MY COMMISSION EXPIRES: 02/04/2029
(Date)

Attorney Certification

I, Andrew J. D'Antoni, an attorney licensed to practice in the State of South Carolina do hereby certify that I supervised the execution of the attached Deed to Water Lines for Dirt Road Paving along Summer Haven Drive from Haven Circle to Dead End, with Joshua Rennebaum as Grantor and the City of Columbia, as Grantee this 6th day of March, 2024

[Signature] State Bar Number: 100919

WITNESS the hand and seal of the Grantor this 15th day of March, 2024

WITNESSES:

[Signature]
(1st Witness Signature)

R. Wayne Richmond
ROYCE WAYNE RICHMOND, JR.

[Signature]
(2nd Witness Signature)

STATE OF) ACKNOWLEDGEMENT

COUNTY OF)

The foregoing instrument was acknowledged before me this 15th day of March, 2024 by the within-named Grantor.

Elizabeth Maturro
(Notary's Signature)

NOTARY PUBLIC FOR: South Carolina
(State)

MY COMMISSION EXPIRES: 02/09/2029
(Date)



Attorney Certification

I, Andrew J. D'Antoni, an attorney licensed to practice in the State of South Carolina do hereby certify that I supervised the execution of the attached Deed to Water Lines for Dirt Road Paving along Summer Haven Drive from Haven Circle to Dead End, with Royce Wayne Richmond, Jr. as Grantor and the City of Columbia, as Grantee this 15th day of March, 2024

[Signature] State Bar Number: 100919

WITNESS the hand and seal of the Grantor this 15th day of March, 2024

WITNESSES:

[Signature]
(1st Witness Signature)
[Signature]
(2nd Witness Signature)

[Signature]
ROBERT M. LEBARON, JR.

STATE OF _____) ACKNOWLEDGEMENT
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 15th day of March, 2024 by the within-named Grantor.

[Signature]
(Notary's Signature)
NOTARY PUBLIC FOR: South Carolina
(State)
MY COMMISSION EXPIRES: 02/04/2029
(Date)



Attorney Certification

I, Andrew J. D'Antoni, an attorney licensed to practice in the State of South Carolina do hereby certify that I supervised the execution of the attached Deed to Water Lines for Dirt Road Paving along Summer Haven Drive from Haven Circle to Dead End, with Robert M. Lebaron, Jr. as Grantor and the City of Columbia, as Grantee this 15th day of March, 2024

[Signature] State Bar Number: 100919

WITNESS the hand and seal of the Grantor this 15 day of March, 2024

WITNESSES:

[Signature]
(1st Witness Signature)

Jenna Marie Lebaron
JENNA MARIE LEBARON

[Signature]
(2nd Witness Signature)

STATE OF _____) ACKNOWLEDGEMENT

COUNTY OF _____)

The foregoing instrument was acknowledged before me this 15th day of March, 2024 by the within-named Grantor.

Elizabeth Maturro
(Notary's Signature)

NOTARY PUBLIC FOR: South Carolina
(State)

MY COMMISSION EXPIRES: 02/09/2029
(Date)



Attorney Certification

I, Andrew J. D'Antoni, an attorney licensed to practice in the State of South Carolina do hereby certify that I supervised the execution of the attached Deed to Water Lines for Dirt Road Paving along Summer Haven Drive from Haven Circle to Dead End, with Jenna Marie Lebaron as Grantor and the City of Columbia, as Grantee this 15th day of March, 2024

[Signature] State Bar Number: 100919

WITNESS the hand and seal of the Grantor this 6th day of March, 2024.

WITNESSES:
[Signature]
(1st Witness Signature)

Samuel D Mathias
SAMUEL D. MATHIAS

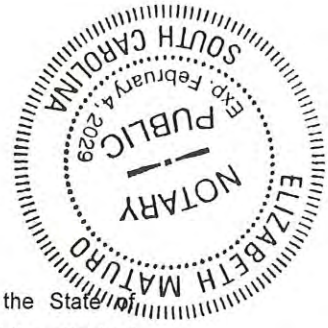
[Signature]
(2nd Witness Signature)

STATE OF _____) ACKNOWLEDGEMENT
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 6th day of March, 2024 by the within-named Grantor.

Elizabeth Maturro
(Notary's Signature)
NOTARY PUBLIC FOR: South Carolina
(State)

MY COMMISSION EXPIRES: 02/04/2029
(Date)



Attorney Certification

I, Andrea J-D'Antoni, an attorney licensed to practice in the State of South Carolina do hereby certify that I supervised the execution of the attached Deed to Water Lines for Dirt Road Paving along Summer Haven Drive from Haven Circle to Dead End, with Samuel D. Mathias as Grantor and the City of Columbia, as Grantee this 6th day of March, 2024.

[Signature] State Bar Number: 100919

WITNESS the hand and seal of the Grantor this 6th day of March, 2024.

WITNESSES:
[Signature]
(1st Witness Signature)

Lisa C Mathias
LISA C. MATHIAS

[Signature]
(2nd Witness Signature)

STATE OF _____) ACKNOWLEDGEMENT
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 6th day of March, 2024 by the within-named Grantor.

Elizabeth Mathias
(Notary's Signature)

NOTARY PUBLIC FOR: South Carolina
(State)

MY COMMISSION EXPIRES: 02/04/2029
(Date)



Attorney Certification

I, Andrew J. D'Antoni, an attorney licensed to practice in the State of South Carolina do hereby certify that I supervised the execution of the attached Deed to Water Lines for Dirt Road Paving along Summer Haven Drive from Haven Circle to Dead End, with Lisa C. Mathias as Grantor and the City of Columbia, as Grantee this 6th day of March, 2024.

[Signature] State Bar Number: 100919

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

AN ORDINANCE AUTHORIZING A DEED TO THE CITY OF COLUMBIA TO WATERLINES RUNNING UNDER AND ALONG THE DIRT ROAD PAVING PROJECT AT SUMMER HAVEN DRIVE FROM HAVEN CIRCLE TO DEAD END; RICHLAND COUNTY TMS # 01312-02-02 & 03, 01312-03-03 & 04, & 01316-01-07 (PORTION); CF #354-47.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to certain water lines to The City of Columbia, as specifically described in the attached DEED TO WATER LINES FOR DIRT ROAD PAVING ALONG SUMMER HAVEN DRIVE FROM HAVEN CIRCLE TO DEAD END; RICHLAND COUNTY TMS #01312-02-02 & 03, 01312-03-03 & 04, 01316-01-07 (PORTION); CF #354-47, which is attached hereto and incorporated herein by this reference.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2024.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this ___ Day of _____, 2024

Clerk of Council

First Reading: _____ 2024
Second Reading: _____ 2024
Public Hearing: _____ 2024
Third Reading: _____ 2024

**[Transfer of Waterline Easement to City of Columbia for Summer Haven Dr- Dirt Rd
Paving Package “N”**

The purpose of this memorandum is to advise all reviewing departments about a recommended action proposed by the Transportation Department for submission to County Council for approval. The subject of this proposed recommended action is the enactment of a county ordinance for purposes of authorizing the Transportation Department to execute the waterline deed attached to the proposed ordinances on behalf of Richland County conveying to the City of Columbia certain waterlines and related components and a permanent exclusive easement with respect thereto located on and within county-owned right-of-way at Summer Haven Drive.

This memorandum sets forth the proposed recommended action, the specific motion requested, fiscal impact (if any), and justification for the recommended action. Attached to this memorandum is the City of Columbia waterline deed, as well as a proposed ordinance authorizing Transportation Department to execute said deed on behalf of Richland County. If you have any questions, please direct them to the undersigned.

I. Recommended Action by County Council

Richland County Transportation recommends that County Council approve the attached ordinance which acts to convey certain waterlines and related components (as well as a permanent exclusive easement with respect thereto) constructed by Richland County as part of the Summer Haven Drive Dirt Road Paving Project and located within county-owned right-of-way to the City of Columbia for purposes of operating and maintaining said waterlines and related component parts to deliver water utility services to adjacent property owners.

Please note that pursuant to Sections 2-28 and 2-29 of the Richland County Code of Ordinances, the attached ordinance requires three readings and a public hearing for approval and enactment by County Council.

II. Motion Requested

Move to approve the attached ordinance transferring all right, title, and interest Richland County may have in and to certain waterlines and related components to the City of Columbia and further conveying to the City of Columbia a permanent and exclusive easement on and over county-maintained right-of-way for purposes of operating and maintaining said waterlines and related components.

III. Fiscal Impact:

Executing the attached waterline deed will result in no additional fiscal impact on Richland County.

IV. Discussion/Justification:

As part of the Summer Haven Drive Dirt Road Paving (the “Project”), a Richland County Transportation Penny project, the contractor installed new waterlines and related components

located within the county-maintained Summer Haven Drive right-of-way. These waterlines and related components are more clearly shown and delineated on a set of record drawings for “Dirt Road Paving along Summer Haven Drive from Haven Circle to Dead End, in Richland County, SC,” dated August 7, 2023, last revised October 5, 2023, prepared for Richland County Transportation Penny Project, prepared by Chao & Associates, Inc., Gerald A. Lee, S.C.P.E. #21629 and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under file reference #354-47.

Because Richland County managed the design and construction of the Project, the waterlines and related components installed within the county-maintained right-of-way are considered county-owned property by the City of Columbia. Accordingly, the City of Columbia requires that all right, title, and interest that Richland County may have in and to the waterlines and related components installed as part of the Project be conveyed by deed to the City of Columbia. Further, because portions of the waterlines and related components are located in and upon county-maintained right-of-way, the City of Columbia requires an exclusive easement for access, construction, operation, and maintenance with respect to said waterlines and related components.

The City of Columbia requires the aforesaid conveyances for the purpose of operating and maintaining the aforesaid waterlines and related components to deliver water utility services to adjacent property owners. The City of Columbia’s Legal Department drafted the attached waterline deed with respect to the Project. As of the date of this writing, all adjacent property owners along Summer Haven Drive have executed the attached waterline deed.

Also attached is a proposed county ordinance authorizing Richland County Transportation to execute the attached waterline deed on behalf of the county following approval and enactment of the ordinance by County Council. The approval and enactment by County Council of the attached ordinance will complete the request by the City of Columbia’s Legal Department for the transfer of the property rights to the water lines and the related easement from Richland County to the City of Columbia, once the deed has been executed on behalf of Richland County and delivered to the City of Columbia’s Legal Department.

ATTACHMENT:

1. Draft Ordinance with attachment of a copy of City of Columbia Waterline Deed (executed by all impacted adjacent property owner grantors).

Michael J. Maloney, P.E.
Director of Public Works
Richland County Government
maloney.michael@richlandcountysc.gov
Office 803-576-2401

400 Powell Road
Columbia, SC 29203
richlandcountysc.gov

Richland County Council Request for Action

Subject:

A Resolution authorizing the formation of a public-private partnership for economic development; approving the bylaws governing the business and activities of the public-private partnership; and other related matters

Notes:

October 22, 2024 – The Strategic Planning Ad Hoc Committee recommends approval of the resolution and bylaws for the formation of a public-private partnership.

RESOLVED: November _____, 2024.

RICHLAND COUNTY, SOUTH CAROLINA

Jesica Mackey, Chair,
Richland County Council

(SEAL)
ATTEST:

Anette A. Kirylo
Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form only.
No Opinion Rendered As To Content.

Exhibit A

Form of Bylaws of the Partnership

Bylaws of the [Richland County Economic Development Public-Private Partnership]

ARTICLE I NAME

The legal name of this organization is the Richland County Economic Development Public-Private Partnership (“Corporation”). At the election of the Board of Directors (“Board”), the Corporation may conduct business under a trade name.

ARTICLE II OFFICES

The principal office of the Corporation shall be located in the County of Richland, State of South Carolina. The Corporation may have such other offices, either within or without the State of South Carolina, as the Board may designate or as the business of the Corporation may require from time to time.

ARTICLE III ORGANIZATION

The Corporation is a nonprofit corporation (i) incorporated under the South Carolina Nonprofit Corporation Act of 1994, Chapter 31, Title 33 of the Code of Laws of South Carolina 1976, as amended, (“Nonprofit Act”) and (ii) established and operated in accordance with the provisions of 26 U.S.C. (“Internal Revenue Code”) Section 501(c)(3) and the regulations thereunder. The Corporation shall be an independent and autonomous organization. Its period of duration shall be perpetual unless terminated in accordance with Article XV, *infra*.

ARTICLE IV PURPOSES

The Corporation is organized and will operate exclusively for the charitable purpose of lessening the burdens of government for Richland County, South Carolina (the “County”) by (i) assisting the County to more efficiently and economically carry out its governmental function of promoting and enhancing the economic growth and development of the County for the benefit and welfare of the citizens of the County and (ii) becoming an integral part of the larger program of County government responsible for the economic development needs of the County. The objectives of the Corporation are to (i) encourage, enhance and foster economic development within the County; (ii) assist in the formulation, promotion and support of programs designed to encourage, enhance and foster economic development within the County in accordance with the strategic plan and initiatives of the County; and, (iii) engage in any and all lawful activities necessary or incident to the foregoing purposes including, but not limited to, the following activities:

- (a) To ensure that all County economic development programs are properly focused and directed to address all aspects of the County’s economic development needs;

- (b) To recruit and attract new business and industry to the County as well as assist in the retention, promotion and expansion of existing business and industry;
- (c) To develop and implement both short and long-range plans for community engagement, workforce development and retention, and forward-looking economic development marketing plans and strategies for the County;
- (d) To facilitate data collection and research;
- (e) To engage in incentive negotiations to induce capital investment and job creation within the County;
- (f) To promote or conduct infrastructure development within the County;
- (g) To secure funding for the economic development programs;
- (h) To set and implement an annual program of action, establish annual operating budgets, and oversee the collection and expenditure of all funds; and
- (i) To collaborate with and advise the Richland County Council with respect to all of the foregoing.

The Corporation is organized and operated exclusively for the aforesaid purposes, provided, however, that the Corporation will not engage in any activity that would jeopardize its status as an organization described under Section 501(c)(3) of the Internal Revenue Code and exempt from taxation under Section 501(a) of the Internal Revenue Code.

ARTICLE V FINANCES

Section 1. Receipt and Use of Funds. The Corporation may raise funds by collection and receipt of gifts of money and property, grants, contributions, donations, bequests, receipts and fees for services; provided, however, all such funds must be accepted by designated officers on behalf of the Corporation.

All funds collected and received by the Corporation, together with the income therefrom, shall be held, retained, managed, and conserved in funds and administered, used and applied by the Corporation in the sole discretion of the Board of Directors in accordance with the purposes described in Article IV of these Bylaws and the Corporation's Articles of Incorporation. The Board of Directors may accept revenues and properties which are qualified, limited or restricted in their use; provided, however, such qualifications, conditions, limitations or restrictions shall not conflict with the purposes of the Corporation as set forth in Article IV of these Bylaws and the Corporation's Articles of Incorporation. Unless otherwise specifically required, such restricted revenues and/or property may be mingled with other funds of the Corporation.

Section 2. Accounting, Books and Records. The Corporation shall maintain appropriate corporate and accounting records and shall have its accounts audited at the end of each fiscal year.

Section 3. Financial Reports. The Corporation shall maintain at its principal office its financial reports as of the end of the most recent fiscal year. These reports shall include, at a minimum, a balance sheet and a statement of operations of such year and be accompanied by the report of a certifying accountant. The Corporation shall present annually a report of its finances to the County.

Section 4. Corporate Records. The Corporation shall maintain at its principal office the following written corporate records: Articles of Incorporation and all amendments from time to time in effect; Bylaws and all amendments from time to time in effect; minutes of all Board meetings, Committee meetings and action taken without meetings for the prior three years; a current list of Directors and officers and their address of record; IRS Forms 990, 1023, and other such records as may be required by law.

ARTICLE VI BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Corporation shall be managed under the direction of its Board of Directors.

Section 2. Number, Tenure and Qualifications. The Board of Directors is comprised of nine (9) persons as follows:

- (a) The Chair of Richland County Council and the Chair of County Council's Economic Development Committee shall each serve *ex officio* with full voting privileges.
- (b) Three (3) members appointed by Richland County Chair and the Chair of County Council's Economic Development committing following receipt of recommendations from the County Council.
- (c) Four (4) members from the private sector, who are leaders in business and government and are residents of the County which shall be nominated and elected by the Board of Directors.

Each Director shall hold office for the term prescribed or until his earlier death, resignation, retirement, removal or disqualification. A Director is eligible to be re-appointed or re-elected for up to two additional terms on completion of a full term of service on the Board of Directors.

The Board of Directors (except those Directors serving *ex officio*) terms shall be staggered with two Director's terms expiring each year (except every third year in which three Director's terms shall expire). Therefore, the terms of the initial Directors of the Corporation are as follows: two shall serve a 3-year term, two shall serve a 2-year term, and three shall serve a 1-year term. The term of the successor Director for each initial Director (and each Director thereafter) shall be a full, 3-year term.

The incorporator named the initial Directors and identifies the Directors having the initial 3-year, 2-year and 1-year terms, respectively.

Section 3. Qualification. Each Director shall be an individual capable of and interested in serving the Corporation and committed to carrying out the Purposes of the Corporation.

Section 4. Compensation. A Director is not entitled to receive compensation for services as a member of the Board. A Director may be reimbursed for reasonable expenses incurred in their service as a member of the Board of Directors.

Section 5. Resignation. Any Director may resign at any time by delivering written notice to the Chairman of the Board (“Chair”) or the Secretary. A resignation is effective at the earlier of when notice is received, five (5) days after deposit in the US mail correctly addressed and with first class postage attached, or otherwise provided in the Nonprofit Act.

Section 6. Removal. Directors may be removed from office by a two-thirds vote of the body electing or appointing such Director.

Section 7. Vacancies. Any vacancy in a Director position shall be filled in the same manner as appointed or elected.

Section 8. Annual Meeting; Regular Meetings. The Board of Directors shall hold an annual meeting of the Board of Directors in July or at such other time as the Board of Directors may determine. The Board of Directors may meet as frequently as the Board of Directors may determine at its annual meeting but shall meet at least [once quarterly]. The Board of Directors shall set the time and place, either within or without the State of South Carolina, for the regular meetings of the Board at the annual meeting of the Board.

Section 9. Special Meetings. Special meetings of the Board of Directors may be held at any time and place upon the call of the Chair, the Executive Committee, or any three Directors.

Section 10. Notice. Notice of the time, date and place of any special meeting shall be given to the Board of Directors at least 24-hours previously thereto. Notice, which shall include the proposed agenda or subject of the meeting, may be communicated in person, by telephone, telegraph, teletype or other form of wire or wireless communication or by mail or private carrier or any other lawful means. A Director’s attendance at or participation in a meeting shall constitute a waiver of notice of such meeting, unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. Notice of an adjourned meeting need not be given if the time and place are fixed at the meeting adjourning.

Section 11. Quorum. A majority of the Board of Directors in office immediately before a meeting begins shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such a majority is present at a meeting, a majority of the Board of Directors present may adjourn the meeting from time to time without further notice.

Section 12. Manner of Acting. The act of the majority of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise provided in these Bylaws.

Section 13. Informal Action of Directors. Action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the action is assented to by all members of the Board of Directors.

Section 14. Committees. The Chair may create one or more committees of the Board of Directors and appoint members of the Board of Directors to serve on them. Each committee must have two or more members. Between meetings of the Board of Directors and subject to such limitations as may be required by law, the Corporation's Articles of Incorporation, these Bylaws or imposed by resolution of the Board of Directors, such committees may exercise such authority of the Board of Directors in the management of the Corporation as may be delegated to such committee by the Board of Directors or these Bylaws.

Meetings of the committees may be held at any time on call of the chair or of any member of the committee. A majority of the members of any committee shall constitute a quorum for all meetings. Committees shall keep minutes of their proceedings and submit them to the next succeeding meeting of the Board of Directors for approval.

The Executive Committee shall be the only standing committees of the Board of Directors and it shall have the powers and authority as set forth below or as may be delegated to them from time to time. The Executive Committee shall consist of the following officers of the Corporation:

- (a) The Chair
- (b) The Vice Chairman of the Board ("Vice-Chair")
- (c) The Treasurer of the Board ("Treasurer")
- (d) The Secretary of the Board ("Secretary")

The Executive Committee shall have general supervision of the affairs of the Corporation between the meetings of the Board of Directors and may exercise the Corporation's power between such meetings, fix the hour and place of special meetings of the Board, make recommendations to the Board and perform such other duties as are specified in these Bylaws or determined by a vote of the Board. The Executive Committee shall be subject to the orders of the Board and none of its acts shall conflict with action taken by the Board.

Meetings of the Executive Committee shall be held as called by the Chair, but in no event less than monthly.

Section 15. Voting Rights, Attendance, Proxies. Consistent attendance at Board meetings is recognized as critical to the success of the Corporation and to the implementation of all policies and programs. To promote attendance, the following provisions are made:

- (a) All members of the Board, shall be permitted to cast their vote by extension of a written proxy to another Board member.
- (b) Any or all Directors may participate in a meeting of the Board or meeting of any committee through the use of conference telephone or any means of communication by which all Directors participating in the meeting may hear each other simultaneously

during the meeting, and participation by such means will constitute presence in person at that meeting.

ARTICLE VII OFFICERS AND STAFF

Section 1. Officers. The officers of the Corporation shall be the Chair, the Vice Chair, the Secretary, the Treasurer, a CEO/President of the Corporation (“CEO/President”) and such other officers as the Board may from time to time elect, to the extent provided or allowable by the laws of the State of South Carolina.

Section 2. Election and Term. The officers of the Corporation, except the CEO/President, shall be elected from the membership of the Board of Directors at the annual meeting of the Board of Directors of the Corporation to serve a one-year term commencing the day after the annual meeting of the Board at which such officer is elected and ending when his successor is elected and qualified or until his earlier death, resignation, retirement, removal, or disqualification. Officers may serve one or more additional terms. The office of Chair may be jointly held by two Board members

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed on a two-thirds vote; but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Duties of Officers.

- (a) Chair. The Chair shall be the chief voluntary officer of the Corporation and shall preside at all meetings of the Board of Directors and Executive Committee. The Chair shall undertake only such action on behalf of the Corporation as authorized by the Board or these Bylaws. The Chair shall determine committee chairs and assist in the selection of committee personnel.
- (b) Vice Chair. The Vice Chair shall exercise the powers and authority and perform the duties of the Chair in the absence of or disability of the Chair. Any Vice Chair shall perform such other duties as from time to time may be assigned by the Chair.
- (c) Secretary. The Secretary shall cause to be kept a correct record of all the proceedings of the meetings of the Board of Directors. He shall attend to the giving of notices, oversee custody of the corporate seal and records, and affix the seal to all instruments required to be executed under seal as authorized by the Board of Directors. He shall perform such other duties as are incident to the office of Secretary, and shall have such other powers and duties as may be conferred upon him by the Board of Directors or these Bylaws.
- (d) Treasurer. The Treasurer shall have oversight of all moneys and securities belonging to the Corporation. He shall cause to be deposited said property with such banks as the Board of Directors shall designate and in the name of the Corporation as well as assume responsibility for the monitoring of receipts and disbursements of all funds by the Corporation. He shall cause quarterly financial reports to be submitted to the Board and cause an annual audit of finances to be conducted by a Certified Public Accountant.

The Treasurer shall perform such other duties as are incident to the office of Treasurer, and shall have such other powers and duties as may be conferred by the Board of Directors or these Bylaws.

Section 5. President/CEO. The President/CEO is selected by the Board of Directors [, following receipt of approval by County Council]. The President/CEO shall serve at the pleasure of the Board of Directors. The President/CEO shall be the chief executive officer of the Corporation and, subject to the control of the Board of Directors and the Executive Committee, shall in general supervise and control the day-to-day business and affairs of the Corporation in conformity with the Purposes as set forth in these Bylaws. The President/CEO may sign any deeds, mortgages, bonds, contracts or other instruments which the Executive Committee has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President/CEO and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Compensation of the President/CEO. The President/CEO may be paid reasonable compensation for his duties as President/CEO, which compensation shall be determined by the Board or duly authorized committee as follows: (i) the Board or committee determining compensation shall be composed of persons who are unrelated to and not subject to the control of the President/CEO; (ii) the Board or committee determining compensation shall contemporaneously obtain and rely upon appropriate data as to the comparability of the compensation package; and (iii) there shall be adequate contemporary documentation for the basis of the Board's or committee's determination.

ARTICLE VIII CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer or officers or agent or agents to enter into any contract or execute and deliver any instruments in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Loans. Except for trade credit obligations incurred in the ordinary course of business, no loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks and Drafts. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents of the Corporation and in such manner as shall from time to time be determined by the Chair or by resolution of the Board of Directors.

Section 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors, the Chair or the President/CEO may select.

ARTICLE IX INDEMNIFICATION

Section 1. Authority. The Corporation shall, to the fullest extent permitted by and in accordance with the Nonprofit Act, indemnify all persons whom it may indemnify pursuant thereto so long as such persons have conducted themselves in good faith and reasonably believed their conduct not to be opposed to the Corporation's best interests.

Section 2. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or who, while a director, officer, employee or agent of the Corporation is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against liability asserted against or incurred by him in that capacity or arising from his status as such, whether or not the Corporation would have the power to indemnify him against the same liability the Nonprofit Act.

ARTICLE X AMENDMENTS

These Bylaws may be amended or repealed and new Bylaws may be adopted by the vote of two-thirds of all members of the Board of Directors.

Any notice of a meeting at which these Bylaws are to be amended or repealed or new Bylaws adopted shall include notice of such proposed action.

The Board of Directors may authorize, amend or restate operating guidelines, plans, practices and/or procedures from time to time in order to effectively implement the purposes of the Corporation.

ARTICLE XI REGULATION

The regulation of the business and conduct of the affairs of the Corporation shall conform to federal and state income tax laws and any other applicable federal and state law, and such regulation shall be determined by these Bylaws, as they may be amended from time to time. In the interpretation of these Bylaws, wherever reference is made to the United States Code (U.S.C.), the Internal Revenue Code, the South Carolina Code or any other statute, or to any section thereof, such reference shall be construed to mean such Code, statute or section thereof, and the regulations thereunder, as the case may be, as heretofore or hereafter amended or supplemented or as superseded by laws covering equivalent subject matter.

ARTICLE XII SEAL

The Corporation may have a corporate seal as determined by the Board of Directors, including an inscription thereon of the name of the Corporation, the year of its incorporation, and the name of South Carolina pursuant to the laws of which the Corporation was organized.

ARTICLE XIII TAX EXEMPT STATUS

Section 1. Prohibitions. No part of any net earnings of the Corporation may accrue to the benefit of or be distributed to its members, directors, or other persons, except that the Corporation is authorized and empowered to pay reasonable compensation for services rendered to its employees, consultants and contractors and to make payments for services and supplies in furtherance of its purposes. The Corporation may not engage in activities concerned with propaganda or other attempts to influence legislation, and may not participate or intervene in political campaigns or activities on behalf of any candidates for public office. Notwithstanding any other provisions of the Bylaws, the Corporation may not carry on any other activities not permitted to be carried on by a corporation: (a) exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code; (b) exempt from taxation under state law, or (c) contributions to which are deductible under federal or state law.

Section 2. Dissolution. The Corporation may be dissolved and its business and affairs terminated upon a vote of two-thirds vote of all members of the Board of Directors at a meeting of which written notice mailed to each member of the Board of Directors is given. Such notice shall state the purpose of the proposed meeting. A certificate stating such facts shall be filed with the Secretary of State.

In the event of the dissolution of the Corporation, the Board, after paying or making provisions for the payment of all liabilities, must dispose of all assets of the Corporation exclusively for the purposes of the Corporation, as set forth in Article IV, in such a manner as the Board [, with the consent of County Council,] deems appropriate. This disposition may include disposition to any other organization(s) organized and operated exclusively for charitable purposes, which at the time be qualified as an exempt organization or organizations under Section 501(c)(3), and 170(c)(2) of the Internal Revenue Code or any similar provision of South Carolina law and any corresponding future United States Internal Revenue Code or South Carolina law. Any assets not so disposed must be disposed by the Court of Common Pleas of the County in which the principal office of the Corporation is located, exclusively for the Purposes stated in Article IV.

ARTICLE XVI FISCAL YEAR

The fiscal year of the Corporation is July 1 through June 30 of each calendar year unless otherwise determined by the Board of Directors.

ARTICLE XIV WAIVER OF NOTICE

Except as otherwise provided by law, whenever any notice is required to be given to any Director of the Corporation under the provisions of the South Carolina Code, or under the provisions of the Articles of Incorporation or Bylaws of the Corporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, and delivered to the Corporation for inclusion or filing with the minutes or corporate records, shall be equivalent to the giving of such notice.

ARTICLE XV MISCELLANEOUS

Any male noun or pronoun that may appear in these Bylaws shall be understood to refer to persons of either sex.

ARTICLE XVI CONFLICT OF INTEREST

Section 1. Purpose. The purpose of the conflict of interest policy is to protect the Corporation's tax-exempt interest when the Corporation is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director or an Officer or might result in a possible "excess benefit transaction." This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 2. Definitions. For purposes of this Article, the following terms have the meanings ascribed.

- (a) "Board" means the Board of Directors and includes committees with Board of Directors-delegated powers.
- (b) "Compensation" means direct and indirect remuneration as well as gifts or favors that are not insubstantial.
- (c) "Financial Interest" means, a situation in which a person has, directly or indirectly, through business, investment or family:
 - i. an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement;
 - ii. a Compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement; or
 - iii. a potential ownership or investment interest in, or Compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.
- (d) "Interested Person" means any Director or Officer who has a direct or indirect Financial Interest.

The existence of a Financial Interest is not necessarily a conflict of interest. Under Section 3, subpart (b), a person who has a Financial Interest may have a conflict of interest only if the Board decides that a conflict of interest exists.

Section 3. Procedures.

- (a) Duty to Disclose. In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of the Financial Interest and be given the opportunity to disclose all material facts to the Directors considering the proposed transaction or arrangement.
- (b) Determining Whether a Conflict of Interest Exists. After disclosure of the Financial Interest and all material facts, and after any discussion with the Interested Person, the Interested Person must leave the Board meeting while the determination of a conflict of interest is discussed and voted on. The remaining Directors shall decide if a conflict of interest exists.
- (c) Procedures for Addressing the Conflict of Interest.
 - i. An Interested Person may make a presentation at the Board meeting, but after the presentation, the Interested Person must leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - ii. The Chair shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - iii. After exercising due diligence, the Board shall determine whether the Corporation can obtain, with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - iv. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested Directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
- (d) Violations of the Conflict of Interest Policy.
 - i. If the Board has reasonable cause to believe a Director has failed to disclose actual or possible conflicts of interest, it shall inform the Director of the basis for that belief and afford the Director an opportunity to explain the alleged failure to disclose.

- ii. If, after hearing the Director's response and after making further investigation as warranted by the circumstances, the Board determines the Director has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 4. Records of Proceedings. The minutes of the Board shall contain:

- (a) The names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible conflict of interest, the nature of the Financial Interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.
- (b) The names of persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 5. Compensation.

- (a) A Director who receives Compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that Director's Compensation.
- (b) A Director, whose jurisdiction includes Compensation matters and who receives Compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to the Board regarding Compensation and is precluded from voting on matters pertaining to that Director's Compensation.

Section 6. Annual Statements. Each Director and Officer shall annually sign a statement which affirms that that person:

- (a) Has received a copy of the conflicts of interest policy;
- (b) Has read and understands the policy;
- (c) Has agreed to comply with the policy; and
- (d) Understands the Corporation is charitable and to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7. Periodic Reviews. To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, the Board shall conduct periodic reviews. The periodic reviews must, at a minimum, include the following subjects:

- (a) whether Compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining; and

- (b) whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Section 8. Use of Outside Advisors. When conducting the periodic reviews as provided for in Section 7, the Corporation may, but need not, use outside advisors. If outside advisors are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

Organization Name	Project Title	Official Amount	Q1 Report Due 10/31/24
Pathways to Healing	Rape Crisis Rapid Response	\$50,000	Compliant
Alston Wilkes Society	Reentry Supports for Former Offenders	\$25,000	Compliant
Career Development Center at Saint John Baptist Church	Career Development Center/Workforce Readiness	\$20,000	Compliant
Columbia Urban League, Inc.	Science Technology Enrichment Program	\$100,000	Compliant
Communities In Schools of South Carolina	School-based Community Services for Underserved Low-Income Stu	\$50,000	11/5/2024
Epworth Children's Home	Independent Living Program at Epworth Children's Home	\$25,000	11/5/2024
Goodwill Industries of Upstate/Midlands SC, Inc.	Career Pathways Training Program	\$50,000	Compliant
Greater Columbia Chamber of Commerce	Columbia Chamber of Commerce BRAC (Base Realignment and Clos	\$53,500	Compliant
Greater Columbia Community Relations Council (CRC)	Community Engagement Program	\$50,000	Compliant
Greater Waverly Foundation	Community Garden: Addressing Food Insecurity in South Carolina	\$10,000	Compliant
Greenview Swim Team	Greenview Dolphins Instructional Training Community Swim Lesson	\$10,000	Compliant
Harvest Hope Food Bank	Creating Healthy Food Access and Choice	\$50,000	
Healthy Learners	Increasing Access to Health Care for Underserved Children in Richlar	\$50,000	Compliant
Koinonia Foundation/Youth & Teens Ministry	Koinonia Foundation/Youth & Teens Ministry/Mount Moriah STEM	\$50,000	Compliant
Latino Communications CDC	Food For Your Heart/Comida Para Tu Corazon	\$50,000	
Mary L. Jacobs Life Center	Community Wellness and Empowerment Initiative	\$15,000	Compliant
Mental Illness Recovery Center, Inc.	Improving Behavioral Health Services	\$100,000	Compliant
Midlands Housing Alliance dba Transitions Homeless Center	Transitions Homeless Center Specialized Programs	\$200,000	Compliant
Oliver Gospel Mission	Secure Doors for a Safer Shelter	\$50,000	Compliant
Olympia Granby Historical Foundation	Identify, Beautify, and Celebrate!	\$10,000	Incomplete
Reconciliation Ministries SC	Beatty Downs Community Playground	\$43,800	Compliant
SC UpLift Community Outreach	Improving Financial and Homeownership Education in Richland Cour	\$50,000	Compliant
Senior Resources, Inc.	Senior-Focused Community Programing and Services	\$548,046	Compliant
Serve and Connect	Mobilizing Change through Unity in the Decker Blvd Corridor	\$50,000	Compliant
Sistercare, Inc.	Sistercare's Woman's Counseling Program for Underserved Richland	\$26,000	
South Carolina Philharmonic, Inc.	The SC Philharmonic's Arts Capacity Prison Project	\$14,000	Compliant
The Cooperative Ministry	Financial Empowerment: Education for Life	\$20,000	11/5/2024
The Therapy Place	Family Support Services	\$15,000	11/5/2024
YMCA of Columbia	YMCA Youth Development Program	\$25,000	Compliant



COMMUNITY IMPACT GRANT GUIDELINES

FY2026 (July 1, 2025 – June 30, 2026)

Grant Cycle will open December 2, 2024

Application must be submitted in

ZoomGrants Grant Due Date: February 2, 2025

No later than 11:59 PM

PROGRAM DESCRIPTION

Pending budget approval, Richland County Council set aside up to \$1,764,000 of the General Operating Fund for the Community Impact Grant (CIG) Fund for fiscal year 2026. Up to Sixty percent (\$1,058,400) of CIG funds will be allocated to identified Community Partners listed at the end of this document. Up to forty percent (\$705,600) will be allocated for competitive grants as described in this document. This amount may be reduced to incur any costs for grant application evaluation. This program is designed to provide financial support to organizations and agencies that carry out community-based programs and/or services throughout Richland County. In keeping with the mission of Richland County Government, this program attempts to encourage organizations to continue to offer innovative and much needed services that enhance the quality of life for all citizens of this County.

GRANT TIMELINE

Request for Applications:	December 2, 2024 – February 2, 2025
Application Due Date:	February 2, 2025, 11:59 pm
Community Impact Grant Recommendations	With FY 2026 Budget Consideration
Grant Award Notifications:	By June 27, 2025
Quarterly Reports by Recipients:	Due by October 31, 2025, January 31, 2026, April 30, 2026
Final Reports from Recipients:	Due by July 31, 2026

PROGRAM ELIGIBILITY AND DESIGN

Organizations that are determined as charitable under Section 501(c)(3) of the Internal Revenue Code and nonprofit organizations registered as a charity with the Secretary of State. ***Richland County will not award grants to individuals, fraternal organizations and organizations that support and/or endorse political campaigns.***

The United States Supreme Court has said that faith-based organizations may not use direct government support to support "inherently religious" activities, therefore, religious organizations may receive funding; however, Richland County may not sponsor nor provide financial support to a religious organization in a manner which would actively involve it in a religious activity (i.e. public funds must not be used for a religious purpose). Thus, any funds provided must be solely utilized for secular purposes and the principal or primary goal of the sponsored activity must not be to advance religion. Any religious organization requesting funds must be specific in the groups that will be served and purpose fulfilled by these funds.

The program fund is set up as follows

Up to sixty percent of the annual County allocation shall be distributed to Groups identified by Council as Community Partners. Community Partners must submit an annual application indicating the requested amount and proposed use of funds along with all other application data. Community partners are not eligible for competitive grant funding.

Up to forty percent of the annual County allocation shall be distributed based upon competitive grant applications.

Organizations can apply for funding up to \$50,000 for only one project. Projects that focus on multiple impact areas are only eligible for one grant. Organizations may only submit one application annually.

Grant recipient organizations may not re-grant or sub-grant County funds to other organizations. All funds must be spent on direct program expenditures by the organization who is granted the allocation.

PROGRAM REQUIREMENTS

Community Impact Grant Fund Distribution

- Organizations must apply to be considered for funding each year.
- Organizations must disclose any and all funds received from Richland County.
- Organizations that receive other funds from Council may have awards adjusted by such amount of other funds.
- Richland County Council shall make all awards pursuant to this grant program.

PROGRAM CRITERIA (proposed request must address one of the following)

- The activity meets service-type activities outlined in the organization’s mission, long-range plans, goals and objectives.
- The activity, in whole or in part, provides opportunities for underserved populations in Richland County.
- The activity provides solutions by way of systems or approaches that can prevent, mitigate or resolve individual, family, or community problems as outlined in the categories of the application.

THE PROGRAM WILL NOT FUND (however, not limited to):

- Fundraising Projects
- Debt Reduction
- Endowment Development
- Medical Research
- Conference Travel
- Conference Underwriting or Sponsorship
- Gift Cards; Awards and Cash Prizes
- Regular budgeted operating expenditures
- Asset purchases
- CIG Awards cannot be used to replenish financial reserves or satisfaction of settlements or judgements.

GRANT APPLICATION

The grant application must be submitted in ZoomGrants through Richland County’s website. Make sure all fields are completed as incomplete applications will not be reviewed by the Committee. Contact the Grants Manager if you have any difficulties completing the application. Once complete, save a copy and print for your records.

If you cut and paste information from Word, make sure your information is not cut off. The application components are as follows:

- Mission Statement – Include the organization’s mission statement as found in your bylaws. You may also include any long-range plans and goals for your agency as a whole.
- Geographic information – what areas of Richland County will be the project focus. Please note census tracts if possible.
- Project Impact Priority – Which County-wide strategic priority the project helps to accomplish
- Organization Background – Demonstration of recent accomplishments and success with programs similar to the one in your application.
- Project Description – This is the “meat” of the application where you describe your project – who, when, what, why and whereas specifically as possible including characteristics of the community or individuals that will directly benefit from the project.
- Benefit to the Community – Detail who is being served by your project, geographic location of your audience, how the project impacts the community. Please be as specific as possible about target population.
- Sustainability – How will the program be sustained in years following any award from the County?
- Collaborative Partners/Efforts – Specifically describe how your organization will work with others community organizations on this project. Provide a definitive outline of your partner’s roles, specific numbers to be served in the unincorporated areas, and letters of support from agencies for this project as well as the districts the partners serve. Outcomes – Share what result do you want to achieve and how will you measure success?

PROGRAM BUDGET

A budget section is provided for you as part of the application. This section applies only to the project outlined in the application. Please note that all grant funds must be expended by the recipient organization. Re-granting or sub-granting of funds is not allowed.

Expenditures must be consistent with the application budget. Only goods and services that comply with the Community Impact Grant Guidelines are permitted. The budget should reflect in financial terms the actual specific costs of achieving the objectives of the project(s) you propose in your application.

Amounts listed in the Community Impact Grant Request column should total the amount of funds requested in the application. Please make sure that all expenses in –Community Impact Grant column relate to the proposed project outlined in the Project Description.

Note that there are blank spaces in the budget section of the application to provide additional expense categories as all budgets are not the same. Feel free to use these additional blank expense spaces for other categories not listed. For example, your project may have a transportation component. You can add a budget category these types of expenses.

Under project revenues, list known and anticipated funding sources, including any that are pending. Also include any in-kind contributions under project revenues. This section shows the Committee if your organization or others are contributing to the project outlined in the application. Attach copies of pending grants documentation (grant award letters) in the documents section of the grant application.

Please do not include agency administrative costs or organizational overhead expenses in your grant budget. All expenses should directly relate to the project or program that is outlined in the application.

Budget Narrative (Grant Funds Only) - Please include a brief but specific 1-2 sentence description for each category included in the program budget. Make sure expenses are reflected in the project description. For example:
Contractual – 2 consultants to work 10 hours at \$25/hour to conduct 5 financial training workshops
Program expenses - \$500 for financial training workshop curriculum, \$500 rental fee for training space

APPLICATION PACKAGE

In order to be considered for funding, applicants must submit a complete application package for the Community Impact Grant program in ZoomGrants. Incomplete applications will not be considered. Complete applications include:

- 1) Completed and electronically initialed application. You can complete the application at:
<https://zoomgrants.com/gprop.asp?donorid=2236>
 - Answer all questions and complete each section. “N/A” and “See Attached” are not valid responses.
 - Electronic Initials by board chair or the executive director is requested in ZoomGrants - If your organization does not have an Executive Director, please note this in the application.
- 2) Project Budget and Full Narrative (form included with the application)
- 3) Required Attachments:
 - Current organization operating budget for the last two years reflecting sources and amounts of income and expenditures for the organization as a whole, not just the program outlined in the application.
 - IRS determination letter indicating the organization’s 501 c 3 charitable status
 - Proof of current registration as a charity with the SC Secretary of State’s Office.
 - Current list of board of directors
 - Most recent 990 tax return. If you file a 990 post-card please also attach a financial report showing financial status.
 - Pending grant award documents such as grant award letters, emails or correspondence from the grantor.
 - Current Richland County business license or business license assessment survey form (this completed form shows that a business license is not needed for your organization).
 - Proof of Insurance: W/C (required if there are 4 or more employees and payroll exceeds \$3,000 and/or General Liability).
 - Letters of support from Community Collaboration Partners

Attachments **MUST** be submitted in ZoomGrants along with the proposal in order to be considered complete.

Community Impact Grant Fund Distribution

APPLICATION EVALUATION

Grant applications are reviewed by the Community Impact Grant Committee. The Committee will use the following evaluation criteria to evaluate applications and proposed projects. The individual factors are important in project evaluation, as they are an indication of the degree to which the proposed project will contribute to the citizens in Richland County. Make sure these factors are incorporated into your application. While application evaluations may be used to assist in award determination, Council shall not waive its rights to use discretion in award decisions. These factors, with their corresponding point values, are:

Project Summary: (Up to 35 Points)

- Does the proposal state an objective and does the objective fit the mission and long-range plans, goals and objectives of the organization?
- Does the proposal provide a strong sense of need for the project/program and does it state what the funds will be used for?
- Does the proposal address who will be served and how many?
- Does the proposal state what will be the benefit to persons served?
- Does the proposal state a targeted underserved population?
- Does the proposal provide a program to prevent, mitigate or resolve individual, family, or community problems?
- Does the proposal state how the program will be evaluated once completed?
- Does the proposal describe how citizens will be informed about the available services?

Project Impact: (Up to 30 Points)

- Is the proposal clear about how the project will work?
- Is there a timeframe outlined in the proposal; is the project ready to start?
- Are all aspects of the project feasible?
- Does the project provide a solution for the identified problem?
- Is the project innovative and provides solutions to problem?

Organization Background: (Up to 20 Points)

- Historical or current program experience indicated.
- Historical experience with targeted population addressed.
- Evidence of other successful experience relevant to the success of this proposal.
- Evidence of capable staff to carry out program/project.
- Does organization history indicate collaborative efforts with other entities?

Budget: (Up to 15 Points)

- Is the budget detailed and understandable?
- Is there another confirmed source of revenue to assist with this project/program?
- Is the project cost reasonable?
- Does budget incorporate any in-kind cost participation?
- Does the budget expense detail section include detailed cost calculation data (e.g., specific cost/quantity for personnel, supplies, travel) and information showing how County grant funds will be spent?

DEADLINE

Richland County will accept proposals in ZoomGrants starting Monday, December 2, 2024. These applications are available at <https://zoomgrants.com/gprop.asp?donorid=2236>. Applications are due Sunday, February 2, 2025 at 11:59 P.M. Proposals received after this date and time will not be considered. Fax, email transmissions or hand delivered applications will not be accepted.

AWARD NOTIFICATION

The Grants Manager will notify all applicant organizations of the funding outcome in writing in June 2025. Awards will be available for reimbursement beginning July 2025. Final reports for previous fiscal years, if applicable, must be received for all grants before payments are released. Non-compliance in all reporting periods may disqualify applicants for future funding opportunities until an applicant is fully compliant.

PAYMENT PROCEDURES

A Detailed Payment Request Form (found online at <http://www.richlandcountysc.gov/Government/Departments/Grants/Community-Impact-Grants>) must be submitted with required documentation. This includes: a signed IRS W-9 form, a current financial/balance sheet and list of grant expenditures (detailing invoice numbers, invoice date, vendor's name, amount of deposit/total; and, detail description of purchase/services rendered.)

Once the County has received your signed grant agreement, your agency may submit a payment request for up to 75% of the approved funds. The remaining 25% or the balance of the allocation may be provided on a reimbursement basis. A complete final report, receipts and proof of payment will be required for each expense at the time of requesting the remaining balance.

REPORTING REQUIREMENTS

Richland County requires grantees to complete quarterly reports as outlined above during the award period. Each quarterly report should be accompanied by itemized receipts/invoices and proof of payment for funds drawn down in the previous quarter.

At the completion of the grant funded project, Richland County requires grantees to complete a final report for Community Impact Grant funds. Grantees are required to show proof of all grant expenditures (itemized invoices and proof of payment). Grantees are asked to report on attendance/impact numbers, program success or failure as well as the impact on Richland County. Each grantee will receive a copy of or a link to the reporting documents with their award packet and report forms will also be sent via email.

Grantees must acknowledge the receipt of Community Impact funding by including the Richland County Government logo, or by listing "Funding Provided by Richland County Government" on program/project advertising, marketing and promotional materials, website or in the organization's annual report. Examples of this must be included in your final report.

Recipients must be compliant with timely quarterly reporting in all quarters of the grant period to be considered eligible for funding in a following fiscal year.

FREEDOM OF INFORMATION ACT NOTICE

Please be advised that all materials submitted on behalf of the Community Impact Grant Funds program are subject to disclosure based on the Freedom of Information Act (FOIA).

- No person, based on race, color, national origin, religion, age, sex, ancestry, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, veteran status, military discharge status, citizenship status or reprisal or retaliation for prior civil rights activity should be excluded from participation in be denied the benefit of or be otherwise subjected to discrimination under the program or activity funding in whole or in part by Community Impact grant funds.
- Employment made by or resulting from Community Impact Grant funding shall not discriminate against any employee or applicant on the basis on race, color, national origin, religion, age, sex, ancestry, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, veteran status, military discharge status, citizenship status or reprisal or retaliation for prior civil rights of handicap, age, race, color, religion, sex, or national origin.
- None of the funds, materials, property, or services provided directly or indirectly under Community Impact Grant funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

QUESTIONS

Please call Ms. Matiah Pough, Grants Manager at (803)576-5459 or email Pough.Matiah@richlandcountysc.gov.

FY 2026 COMMUNITY PARTNERS

It is the intent of Council to re-evaluate the list of Community Partners at least every three years. While an organization may be listed as a Community Partner, Council reserves the right to modify this list as it sees fit to maximize community access to resources. County Council has a general objective to see a reduction of Community Partners reliance on Community Impact Grants for funding over time. Please note that no future Council may be bound by an action of a prior Council.

1. Senior Resources
2. MIRCI
3. Community Relations Council
4. Palmetto AIDS Life Support
5. Columbia Chamber of Commerce (BRAC)
6. Transitions Homeless Center
7. Columbia Urban League
8. Oliver Gospel Mission
9. Pathways to Healing



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Richland County Government
Administration

FY25 C.O.R. Reentry Impact Grant Program

Deadline: 2/2/2025

Additional Contacts

none entered

example@printpreview.com Tel: 888-867-5309

Application Questions [top](#)

1. Incorporation Date

-no answer-

2. Mission Statement

You may also include any long-range plans and goals for your agency as a whole.

-no answer-

Project Information

3. Project Title

-no answer-

4. Which District(s) is the geographic focus of this project?

Please select all that apply, if focus is not countywide. All County wide programs must include documentation of methods for dissemination of information to ensure that citizens in all districts are aware of how they can access services.

Countywide (All)

District 1

District 2

District 3

District 4

District 5

District 6

District 7

District 8

District 9

District 10

District 11

5. Which impact area will your project primarily serve?

Must select one.

- Youth Services & Programs
- Education
- Recreation
- Health & Safety
- Workforce Development
- Food Insecurity
- Veteran's Services

6. Select any additional impact areas your project will serve, if applicable.

Please select all that apply.

- Youth Services & Programs
- Education
- Recreation
- Health & Safety
- Workforce Development
- Food Insecurity
- Veteran's Services

7. Project Start Date

-no answer-

8. Project End Date

-no answer-

9. Total Project Cost

-no answer-

10. Total Amount Requested

-no answer-

11. Percentage of the Project Cost Requested

(Amount Requested / Total Project Cost) x 100

-no answer-

12. Organization Background

Include recent accomplishments and success with similar programs.

-no answer-

13. Project Description

Describe your project in terms of who, when, what, why and where.

-no answer-

Benefit To The Community

14. Describe the benefit of this project to the community. Please include number of persons served, demographics of the audience served and the geographic location of those served.

-no answer-

Sustainability

15. What efforts are being made to increase the sustainability of this project/program and decrease the reliance on County Community Impact Grant funds? Please describe detailed plans to sustain the project after one year of funding.

-no answer-

Partnerships/Community Support

16. Describe your partnership efforts with similar organizations in Richland County for this project that assist in furthering the mission of your organization (List names of partnering organizations if applicable):

Describe how your organization will work with others on this project.

-no answer-

Outcomes

17. Describe specific results of the program that you expect to achieve and evaluation practices that will be used to measure the success of the project/program.

-no answer-

18. Have you applied or plan to apply for any other Richland County grant funding for FY26? If so, please specify which grant program.

Including, but not limited to: Hospitality Tax, Accommodations Tax, CDBG, etc.

-no answer-

19. Community Partners: Please provide details on how your program has expanded from year to year with the use of Community Impact Grant funding.

Please enter N/A if you are not listed as a FY26 Community Partner.

-no answer-

Budget [top](#)

Expense Category	Community Impact Grant Request	Other Funds	In-Kind Donations	In-Kind Services	Total
-none-	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Income Sources	Amount	Pending	Received	Requested
-none-	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Required Attachments [top](#)

Documents Requested *	Required?	Attached Documents *
Current organization operating budget for the last TWO years reflecting sources and amounts of income and expenditures for the organization as a whole, not just the program outlined in the application.	<input checked="" type="checkbox"/>	
IRS determination letter indicating the organization's 501 c 3 charitable status	<input checked="" type="checkbox"/>	
Proof of current registration as a charity with the SC Secretary of State's Office	<input checked="" type="checkbox"/>	
List of organization's current Board Members/Directors	<input checked="" type="checkbox"/>	
Most recent 990 tax return or if you file a 990 post-card attach a financial report showing financial status	<input checked="" type="checkbox"/>	
Current Richland County business license or a business license assessment survey form (Must be obtained from & signed by Richland County's Business Service Center)	<input checked="" type="checkbox"/>	
Proof of Insurance- General Liability or W/C (required if there are 4 or more employees & payroll is greater than \$3,000)	<input checked="" type="checkbox"/>	
Current Organization W-9	<input checked="" type="checkbox"/>	
Letter(s) of support from Community Collaboration Partners	<input checked="" type="checkbox"/>	
Dissemination strategy for County-wide projects		
Pending grant award documents such as grant award letters, emails or correspondence from the grantor		

ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 124545

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REQUEST OF ACTION

Subject: FY25 - District 2 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$17,500** for District 2.

B. Background / Discussion

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 2 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$ 51,625
The Big Red Barn Retreat	\$ 5,000
Omega Men of Columbia	\$ 7,500
Women’s SC Golf Association	\$ 5,000
Total Allocation	\$ 17,500
FY25 Approved Allocations YTD	\$ 18,000
Remaining FY2025 Balance	\$ 98,550

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023
- 3rd Reading of the Budget FY25- June 18, 2024

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY25 - District 3 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$132,000** for District 3.

B. Background / Discussion

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 3 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$113,250
Auntie Karen Foundation	\$ 33,000
Township Auditorium	\$ 20,000
Kemetic Institute – 2024 Kwanzaa	\$ 10,000
Columbia (SC) Chapter of the Link, Inc.	\$ 10,000
South Carolina Ballet	\$ 10,000
Jack & Jill of America- Columbia SC	\$ 7,000
Greater Columbia CRC	\$ 10,000
Dapper & Distinguished Gentlemen	\$ 5,000
Columbia World Affairs Council	\$ 7,000
Wiley Kennedy Foundation	\$ 20,000
Total Allocation	\$132,000
FY25 Approved Allocations YTD	\$ 19,000
Remaining FY2025 Balance	\$ 44,675

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023
- 3rd Reading of the Budget FY25- June 18, 2024

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY25 - District 4 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$20,000** for District 4.

B. Background / Discussion

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 4 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$104,750
SC Restaurant & Lodging Association	\$ 5,000
The Big Red Barn Retreat	\$ 5,000
Columbia World Affairs Council	\$ 10,000
Total Allocation	\$ 20,000
FY25 Approved Allocations YTD	\$ 13,000
Remaining FY2025 Balance	\$154,175

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023
- 3rd Reading of the Budget FY25- June 18, 2024

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY25 - District 5 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** for District 5.

B. Background / Discussion

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 5 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding		\$ 82,425
FY2024 Remaining		\$ 7,650
	Dapper & Distinguished Gentlemen	\$ 5,000
Total Allocation		\$ 5,000
FY25 Approved Allocations YTD		\$ 59,800
Remaining FY2025 Balance		\$ 25,275

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023
- 3rd Reading of the Budget FY25- June 18, 2024

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY25 - District 6 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$25,000** for District 6.

B. Background / Discussion

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 6 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$300,000
Camp Cole Foundation	\$ 10,000
SC Philharmonic	\$ 10,000
Columbia Music Fest Association	\$ 5,000
Total Allocation	\$ 25,000
FY25 Approved Allocations YTD	\$ 33,000
Remaining FY2025 Balance	\$324,425

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023
- 3rd Reading of the Budget FY25- June 18, 2024

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY25 - District 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$47,500** for District 7.

B. Background / Discussion

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$ 1,950
ColaJazz Foundation	\$ 5,000
Black Pages International	\$ 5,000
The Big Red Barn Retreat	\$ 10,000
Kappa Foundation of Columbia	\$ 7,500
Share a Smile PHP	\$ 5,000
Junior League of Columbia	\$ 15,000
Total Allocation	\$ 47,500
FY25 Approved Allocations YTD	\$ 25,000
Remaining FY2025 Balance	\$ 11,875

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023
- 3rd Reading of the Budget FY25- June 18, 2024

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY25 - District 8 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$15,000** for District 8.

B. Background / Discussion

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 8 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$142,800
Columbia (SC) Chapter of the Links, Inc.	\$ 7,500
Kappa Foundation of Columbia	\$ 7,500
Total Allocation	\$ 15,000
FY25 Approved Allocations YTD	\$ 48,500
Remaining FY2025 Balance	\$161,725

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023
- 3rd Reading of the Budget FY25- June 18, 2024

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY25 - District 9 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$12,500** for District 9.

B. Background / Discussion

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 9 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$232,935
Columbia (SC) Chapter of the Link, Inc.	\$ 7,500
Total Allocation	\$ 7,500
FY25 Approved Allocations YTD	\$ 43,500
Remaining FY2025 Balance	\$259,360

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023
- 3rd Reading of the Budget FY25- June 18, 2024

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY25 - District 10 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$70,000** for District 10.

B. Background / Discussion

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 10 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$ 25,050
SC Gospel Quartet Awards	\$ 10,000
Town of Eastover	\$ 10,000
LR Sweet Potato Festival	\$ 25,000
Kingville Historical Foundation	\$ 25,000
Total Allocation	\$ 70,000
FY25 Approved Allocations YTD	\$ 0
Remaining FY2025 Balance	\$ 37,475

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023
- 3rd Reading of the Budget FY25- June 18, 2024

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY25 - District 11 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$10,000** for District 11.

B. Background / Discussion

For the 2024 - 2025 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 11 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$174,552
SC Gospel Quartet Awards	\$ 10,000
Total Allocation	\$ 10,000
FY25 Approved Allocations YTD	\$ 3,000
Remaining FY2025 Balance	\$243,977

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023
- 3rd Reading of the Budget FY25- June 18, 2024

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.



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**A RESOLUTION TO APPOINT AND COMMISSION
ASHLEY BUSH AS A CODE ENFORCEMENT OFFICER
FOR THE PROPER SECURITY, GENERAL WELFARE,
AND CONVENIENCE OF RICHLAND COUNTY**

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

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

NOW, THEREFORE, BE IT RESOLVED THAT: Ashley Bush is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon them by the governing body of this County, including the enforcement of the County's building regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Ashley Bush shall not perform any custodial arrests in the exercise of their duties as a code enforcement officer. This appointment shall remain in effect only until such time as Ashley Bush is no longer employed by Richland County to enforce the County's building regulations.

ADOPTED THIS 12th DAY OF November 2024.

Jesica Mackey - Chair
Richland County Council District 9

ATTEST this 12th day of November 2024

Anette A. Kirylo
Richland County Clerk to Council



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**A RESOLUTION TO APPOINT AND COMMISSION
KENDRICK HAMMOND AS A CODE ENFORCEMENT OFFICER
FOR THE PROPER SECURITY, GENERAL WELFARE,
AND CONVENIENCE OF RICHLAND COUNTY**

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

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

NOW, THEREFORE, BE IT RESOLVED THAT: Kendrick Hammond is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon them by the governing body of this County, including the enforcement of the County's building regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Kendrick Hammond shall not perform any custodial arrests in the exercise of their duties as a code enforcement officer. This appointment shall remain in effect only until such time as Kendrick Hammond is no longer employed by Richland County to enforce the County's building regulations.

ADOPTED THIS 12th DAY OF November 2024.

Jesica Mackey - Chair
Richland County Council District 9

ATTEST this 12th day of November 2024

Anette A. Kirylo
Richland County Clerk to Council



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**A RESOLUTION TO APPOINT AND COMMISSION
WILLIAM DODGE AS A CODE ENFORCEMENT OFFICER
FOR THE PROPER SECURITY, GENERAL WELFARE,
AND CONVENIENCE OF RICHLAND COUNTY**

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

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

NOW, THEREFORE, BE IT RESOLVED THAT: William Dodge is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon them by the governing body of this County, including the enforcement of the County's building regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, William Dodge shall not perform any custodial arrests in the exercise of their duties as a code enforcement officer. This appointment shall remain in effect only until such time as William Dodge is no longer employed by Richland County to enforce the County's building regulations.

ADOPTED THIS 12th DAY OF November 2024.

Jesica Mackey - Chair
Richland County Council District 9

ATTEST this 12th day of November 2024

Anette A. Kirylo
Richland County Clerk to Council