

# **RICHLAND COUNTY**

## **REGULAR SESSION**

### **AGENDA**

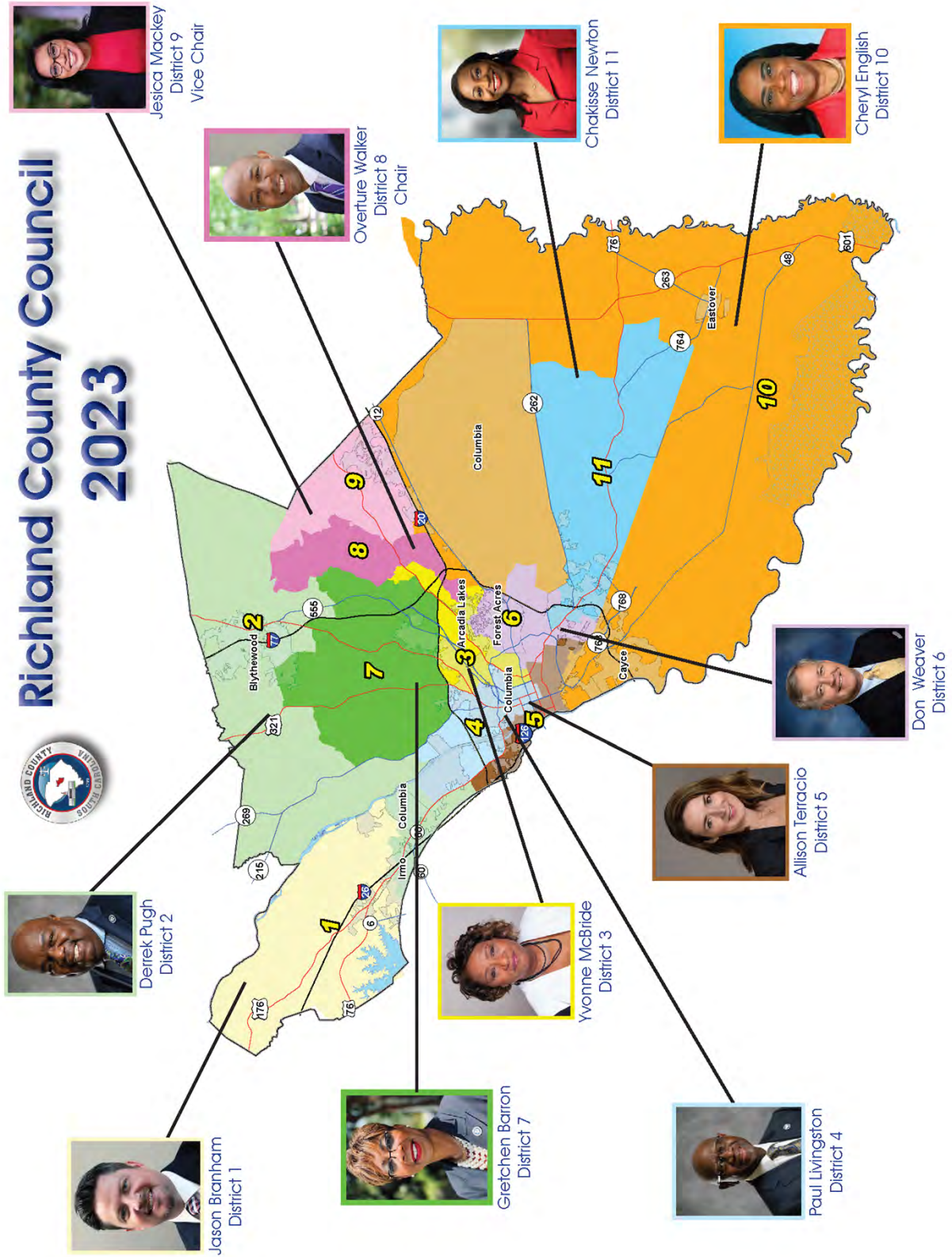


**TUESDAY DECEMBER 5, 2023**

**6:00 PM**

**COUNCIL CHAMBERS**

# Richland County Council 2023





**Richland County  
Regular Session**

**AGENDA**

December 5, 2023 - 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER** The Honorable Overture Walker,  
Chair Richland County Council
  - a. ROLL CALL
2. **INVOCATION** The Honorable Don Weaver
3. **PLEDGE OF ALLEGIANCE** The Honorable Don Weaver
4. **APPROVAL OF MINUTES** The Honorable Overture Walker
  - a. Special Called Meeting: November 14, 2023 **[PAGES 9-14]**
  - b. Zoning Public Hearing: November 16, 2023 **[PAGES 15-16]**
5. **ADOPTION OF AGENDA** The Honorable Overture Walker
6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** Patrick Wright,  
County Attorney

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

- a. Alvin S. Glenn Detention Center Update
- b. Finding that the Richland-Lexington Riverbanks Parks District may issue not exceeding \$80,000,000 principal amount General Obligation Bonds; to authorize the Richland-Lexington Riverbanks Parks District to issue such bonds and to provide for the publication of notice of the said finding and authorization
- c. 2023-2024 County Administrator Evaluation Process
- d. 2023-2024 County Attorney and Clerk to Council Performance Evaluation Process

7. **CITIZEN'S INPUT** The Honorable Overture Walker
- a. For Items on the Agenda Not Requiring a Public Hearing
8. **CITIZEN'S INPUT** The Honorable Overture Walker
- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time.)
9. **REPORT OF THE COUNTY ADMINISTRATOR** Leonardo Brown,  
County Administrator
- a. Updates for Consideration [\[PAGE 17\]](#)
- b. Administrator's Nomination Items in this section require action that may prejudice the County's interest in a discernable way (i.e., time-sensitive, exigent, or of immediate importance):
1. County Administration - Resolution to Approve the Issuance of Revenue Bonds for Brookfield Pointe by the Columbia Housing Authority [\[PAGES 18-30\]](#)
2. Operational Services - Contract Approval for Design & Construction Services for the Family Service Center at the former Dillard's location at Columbia Place Mall [\[PAGES 31-32\]](#)
10. **REPORT OF THE CLERK OF COUNCIL** Anette Kirylo,  
Clerk of Council
- a. Strategic Planning Forum, January 25-26, 2024
11. **REPORT OF THE CHAIR** The Honorable Overture Walker
12. **OPEN / CLOSE PUBLIC HEARINGS** The Honorable Overture Walker
- a. Finding that the Richland-Lexington Riverbanks Parks District may issue not exceeding \$80,000,000 principal amount General Obligation Bonds; to authorize the Richland-Lexington Riverbanks Parks District to issue such bonds and to provide for the publication of notice of the said finding and authorization
- 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 Orei Columbia 22.% Acres Property Owner, LLC, a company previously identified as Project Orei; and other related matters

**13. APPROVAL OF CONSENT ITEMS**

The Honorable Overture Walker

- a. Case # 23-042MA  
Michaela Gonzales  
NC to OI (1.98 Acres)  
14, 18 & 19 Blythe View Ct.  
TMS # R15200-01-61, R15200-01-62 & R15200-01-63  
[SECOND READING] [PAGES 33-34]
- b. Case # 23-044MA  
Garrett McNeill  
PDD to OI (5.27 Acres)  
151 Westpark Blvd.  
TMS # R06103-01-42 [SECOND READING]  
[PAGES 35-36]
- c. Department of Public Work -Engineering - Harborside Pointe  
Right-of-Way [PAGES 37-47]
- d. Department of Public Works - Jim Hamilton – LB Owens  
Airport (CUB) Airport – Richland County Code of  
Ordinances, Chapter 3, Airport [FIRST READING]  
[PAGES 48-77]
- e. Community Planning & Development - Conservation Division  
- Columbia Rowing Club Operating Agreement  
[PAGES 78-99]
- f. Grants & Community Outreach - CDBG Substantial  
Amendments to Consolidated Plan and Annual Action Plans  
for Affordable Rental Housing Development  
[PAGES 100-109]

**14. THIRD READING ITEMS**

The Honorable Overture Walker

- 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 Orei Columbia 22.% Acres Property  
Owner, LLC, a company previously identified as Project Orei;  
and other related matters [PAGES 110-136]

The Honorable Overture Walker

**15. SECOND READING ITEMS**

- a. Finding that the Richland-Lexington Riverbanks Parks District  
may issue not exceeding \$80,000,000 principal amount  
General Obligation Bonds; to authorize the Richland-  
Lexington Riverbanks Parks District to issue such bonds

and to provide for the publication of notice of the said finding and authorization [\[PAGES 137-142\]](#)

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

The Honorable Chakisse Newton

- a. An Ordinance amending the Richland County Code of Ordinances, Chapter 18, Offenses, by amending Section 18-4, Unsafe and Noxious Vegetation, so as to establish standards for unsafe and noxious vegetation, to define necessary terms, to provide that the responsible party of the property has a duty to maintain or remove unsafe and noxious vegetation and amend the cut back requirements for certain property lines, to provide a penalty for the failure to maintain or remove unsafe and noxious vegetation, and to remove language allowing a responsible party to request that work be done by the Department of Public Works for the County [FIRST READING] [\[PAGES 143-146\]](#)

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

The Honorable Jesica Mackey

- a. Grants & Community Outreach - FY23-24 CDBG Public Service Projects and Public Facilities Infrastructure Projects [\[PAGES 147-157\]](#)

**18. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

The Honorable Paul Livingston

- a. A Resolution clarifying the boundaries of the Pineview Industrial Park and other matters related thereto [\[PAGES 158-161\]](#)
- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Earlewood Apartment Rental Properties, LLC; and other related matters [FIRST READING] [\[PAGES 162-186\]](#)

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

The Honorable Chakisse Newton

- a. 2023-2024 County Administrator Evaluation Process [\[PAGE 187\]](#)
- b. 2023-2024 County Attorney and Clerk to Council Performance Evaluation Process [\[PAGE 188\]](#)

**20. OTHER ITEMS**

The Honorable Overture Walker

- a. FY24 - District 2 Hospitality Tax Allocations  
[PAGES 189-190]
  - 1. F.U.N.D.S. Inc. - \$5,000
- b. FY24 - District 4 Hospitality Tax Allocations  
[PAGES 191-192]
  - 1. Columbia City Ballet (SC Ballet) - \$5,000  
SC Philharmonic - \$5,000
- c. FY24 - District 5 Hospitality Tax Allocations  
[PAGES 193-194]
  - 1. SC Philharmonic -\$10,000
  - 2. Columbia Classical Ballet - \$5,000
  - 3. Ann Brodie's Carolina Ballet - \$5,000
  - 4. Columbia City Ballet (SC Ballet) - \$5,000
  - 5. Trustus Theatre - \$5,000
- d. FY24 - District 7 Hospitality Tax Allocations  
[PAGES 195-196]
  - 1. Pink & Green Community Service Foundation -\$4,500
- e. FY24 - District 8 Hospitality Tax Allocations  
[PAGES 197-198]
  - 1. Captain's Hope Inc. - \$10,000
  - 2. Pink & Green Community Service Foundation -\$6,000
- f. FY24 - District 9 Hospitality Tax Allocations  
[PAGES 199-200]
  - 1. Columbia Classical Ballet - \$10,000
- g. FY24 - District 11 Hospitality Tax Allocations  
[PAGES 201-202]
  - 1. Historic Columbia: African American Tourism Program  
- \$11,500

**21. EXECUTIVE SESSION**

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.*

**22. MOTION PERIOD**

**23. ADJOURNMENT**

The Honorable Overture Walker



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  
**MINUTES**  
November 14, 2023 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Aric Jensen, Patrick Wright, Leonardo Brown, Anette Kirylo, Chelsea Bennett, Lori Thomas, Stacey Hamm, Susan O’Cain, Dale Welch, Ashiya Myers, Kyle Holsclaw, Angela Weathersby, Andrew Haworth, Abhijit Deshpande, Dante Roberts, Jennifer Wladischkin, Tamar Black, Geo Price, Crayman Harvey, Sandra Haynes, Jeff Ruble, Michael Byrd, Wayne Thornley, Bill Davis, and Venyke Harley

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by Bishop Dustin Coggins, Church of Latter-Day Saints, on behalf of the Honorable Jason Branham.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Jason Branham.
4. **APPROVAL OF MINUTES**
  - a. **Regular Session: November 7, 2023** – Mr. Branham noted on p. 5 of the minutes the following individuals need to be moved from those who spoke in opposition to the Land Development Code Text Amendments to those speaking in favor: Edwin Johnson, Ivery Jackson, and Donna Cole.  
  
Mr. Pugh moved to approve the minutes as corrected, seconded by Ms. Barron.  
  
In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton  
  
The vote in favor was unanimous.
5. **ADOPTION OF AGENDA** – Mr. Pugh moved to adopt the agenda as published, 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. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – Mr. Wright indicated the following items qualify for Executive Session under South Carolina Code section 30-4-70:
  - a. Finding that the Richland-Lexington Riverbanks Parks District may issue not exceeding \$80,000,000 principal amount General Obligation Bonds; to authorize the Richland-Lexington Riverbanks Parks District to issue such bonds and to provide for the publication of notice of said finding and authorization
  - b. Alvin S. Glenn Detention Center [Pursuant to S.C. Code Sect. 30-4-70(a)(2)]  
Ms. Barron moved to go into Executive Session, seconded by Mr. Pugh.  
  
In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton  
  
The vote in favor was unanimous.

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

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

The vote in favor was unanimous.

Mr. Walker indicated no action was taken in Executive Session.

**7. CITIZENS' INPUT**

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

1. Edith Taylor, 1099 Motley Road, Hopkins, SC 29061 – Ombudsman’s Office

**8. CITIZENS' INPUT**

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

1. Terry Rowell, 3635 Kennerly Road, Irmo, SC 29063 – Zoning Signage
2. Kim Murphy, 154 Old Laurel Lane, Chapin, SC 29036 – Heyward Coogler Road
3. Jeff Dustin, 233 Richland Farms Road, Hopkins, SC 29061 – Land Development Code re-zoning designations

**9. REPORT OF THE COUNTY ADMINISTRATOR**

a. Updates for Consideration:

1. *Ethics Training* – The County Administrator, Leonard Brown, indicated the South Carolina Ethics Commission will offer ethics training to Richland County employees in January 2024. The training will take place in Council Chambers.
2. *Employee Recognition* – Mr. Brown recognized the following employees:
  - a. Jennifer Wladischkin, Director of Procurement: On September 14, 2023, was nationally recognized by Euna Solutions for her leadership in public procurement.
  - b. Bill Davis, Utilities Director: On September 20, 2023, became Speaker-Elect of the House of Delegates for the Water Environment Federation (WEF). It is a not-for-profit technical and educational organization of more than 30,000 individual members and 75 affiliated Member Associations representing water quality professionals around the world.
  - c. Crayman Harvey, Alvin S. Glenn Detention Center Director: On October 24, 2023, completed the jail manager certification program and became a Certified Jail Manager. The certification is granted upon completion of a rigid experiential background application and an intensive four-hour examination jointly prepared by the American Jail Association and the Jail Manager Certification Commission. Receiving this certification demonstrates competency and professionalism in the field, indicates a strong level of knowledge in the specialty, and recognizes continuing education and growth.

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

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

**12. APPROVAL OF CONSENT ITEMS**

- a. Case #23-030MA, Fan Disharoon, OI to RS-LD (0.37 Acres), 1528 Legrand Road, TMS # R19100-07-01 [THIRD READING]
- b. Case #23-037MA, Ernesto Martinez, GC to RM-MD (0.46 Acres), 226 Jamaica Street, TMS # r19813-03-04 [THIRD READING]

Ms. Newton moved to approve the Consent Items, seconded by Mr. Pugh.

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

The vote in favor was unanimous.

**13. THIRD READING ITEM**

- a. An Ordinance to adopt the text amendment recommendations of the Richland County Planning Commission to the 2021 Land Development Code, which will regulate development in the unincorporated areas of Richland County – Mr. Branham moved to approve this item, seconded by Ms. Newton.

Mr. Livingston mentioned on 2<sup>nd</sup> Reading that he has some concerns. He noted we will have to look at how we prepare for new residents and growth in our community. With Scout Motors coming, we are going to have to take a look at housing. When we started discussing the Land Development Code, much of what is going on now was not happening.

Ms. Barron noted this is an end to a beginning. There is still something we need to continue to look at. We need to ensure there is a media presence so the residents understand what we did, and these are the next steps.

Mr. Weaver stated his concern is we may be making sprawl worse in some cases. If we reduce density, we will force some workers to live in Fairfield and Kershaw counties. We are doing a good job of bringing industries in, but we are not going to have affordable housing for the workers. He would like to revisit the issue in the future.

Ms. Newton indicated one of the next things is updating the Comprehensive Plan, which is key to protecting the kind of community we want. Some of the concerns people have are not addressed by the Land Development Code but by the permitting process or the Comprehensive Plan.

Ms. Mackey inquired when the Land Development Code will go into effect.

Mr. Wright responded the plan will go into effect on March 1, 2024. He indicated nothing would be done with applications for the new zoning designations until they officially go into effect.

Mr. Walker inquired if there would be any sort of moratorium between tonight and March 1, 2024.

Mr. Wright responded residents could make application, but the new code would not take effect until March 1, 2024.

Ms. McBride asked what happens if they make an application now and it is approved.

Mr. Wright responded whatever the equivalent is under the old code will transition automatically to the new zoning designation.

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

Opposed: Weaver

The vote was in favor.

**POINT OF PERSONAL PRIVILEGE** – Mr. Branham thanked the 2022 Council members who sent the Land Development Code back to the Planning Commission for further consideration. In addition, he thanked the Planning Commission for the hours they spent drafting the recommendations.

Ms. Newton moved to reconsider Items 12(a), 12(b), and 13(a), seconded by Ms. Barron.

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

The motion for reconsideration failed.

- b. Case #23-039MA, Alonza Haynes, Jr., RU to OI (2.69 Acres) 1849 Willowby Street, TMS #R19707-01-06 – Ms. English 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 Ms. Newton.

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

The motion for reconsideration failed.

#### 14. **FIRST READING ITEMS**

- a. Finding that the Richland-Lexington Riverbanks Parks District may issue not exceeding \$80,000,000 principal amount General Obligation Bonds; to authorize the Richland-Lexington Riverbanks Parks District to issue such bonds and to provide for the publication of notice of the said finding and authorization – Ms. Barron stated she believes this project goes hand-in-hand with a lot of things Council has already approved in the past (i.e., Scout Motors). We are in somewhat of an Economic Development thrust right now. As we prepare for new citizens to come to Richland County and we move forward to have conversations about this particular bond item, we are creative in our approach. The zoo is something the citizens invest in, but we often do not know what our return is on that investment. She wants us to ensure that the return is there for the citizens as we invest in this project.

Ms. Newton noted the zoo is the #1 tourism attraction in the State of South Carolina, and we are lucky to have a world-class zoo. She wants the citizens to know this is not something we take lightly. This came

before the body before, and we said no at that time. She acknowledged that we have data showing that for every \$1 invested in the zoo, there is a multiplied impact in terms of people visiting and eating in our areas. Additionally, because of the type of governmental entity the zoo is, the options they have to raise funds are through a bond. If they could go out to the market and obtain a loan, they would. Unless the SC Legislature changes something, that is not an option.

Mr. Livingston made a point there is a difference between an investment and a cost, and this is clearly an investment. He noted that governmental entities provide about 12% of the zoo operations, with an additional 10% from society donations. As we consider this issue, we need to remember the zoo is doing something for the County and not the other way around. The benefit of the jobs, shopping, and quality of life to the County is tremendous. We are talking about an additional cost of \$0.35 a week on an average house and a minimal cost on vehicles to pay for these bonds.

Ms. McBride stated we have a vision for Richland County to be a world-class County. To achieve that vision, we need initiatives like the zoo. The zoo brings tourism from all over the United States. To expand the zoo is expanding our efforts to be a world-class County. She believes the citizens would not only appreciate it but also benefit from it.

Ms. Mackey stated the zoo is a statewide attraction and the jewel of our state. However, only Lexington and Richland residents are responsible for paying the debt, not the entire state. Because of that, she also wants to make a conscious effort to consider the impact this will have on the residents. She would like us to consider additional conversations, to talk about other ways we can move forward, and things we can do with the bond to benefit the residents. For example, looking at different admission prices and ways to ensure all residents can visit the zoo regardless of income level. In addition, to look at the residents' long-term benefits and ensure they understand the impact on their tax bill.

Mr. Walker noted he is a huge proponent of the zoo. He will be voting "no" on this item because he believes it is an inopportune time, and he thinks we need to look at another mechanism for financing this request. Last week, Council voted to utilize unused debt millage to finance capital projects. At the same time, we simultaneously passed on an opportunity to reduce the tax obligation of the residents. Now, we are being asked to consider increasing the tax obligation. If he is going to increase the tax obligation on residents, it has to be a last resort and an absolute necessity. While he supports the zoo's expansion plans, he does not consider it necessary. He indicated we passed a resolution to put a penny on the ballot in 2024. His concern is that it could frustrate, if not stymie, our efforts to get a penny passed. He noted he could not tell his constituents he passed on an opportunity to reduce the tax obligation. Then, he decided to increase the tax obligation; at the same time, he requested to keep a penny on the books slated to come off in 2026. He pointed out that the mechanism he would support does not coincide with the timeline the zoo has. He proposes using a capital sales tax to pay for the endeavor. This is being touted as big for tourism; therefore, he takes the position that the tourists help pay for it. He noted budget season is approaching, and the other millage agencies will be requesting an increase in the millage to meet their needs.

Mr. Livingston stated that in his time on Council, he cannot think of a single major initiative where there was not an argument saying, "It was not the right time." Richland County is in deep trouble if a \$ 0.35-a-week increase will stop the support of any other initiative. Keep in mind the benefit to the County is more than the investment.

For clarification, Ms. Mackey stated that the body did not approve a resolution to have a penny on the ballot in 2024. We approved a resolution to look at transportation projects, which will be brought back to the body.

Mr. Branham stated he would support the ordinance tonight, but he could be a "no" in the end unless some of the terms change.

Mr. Pugh noted he agreed with his colleagues that we need to talk about how this will benefit the three entities that are taking on the tax burden.

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

Opposed: Walker

The vote was in favor.

## 15. **REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE**

- a. A Resolution consenting to the assignment by Kemira Chemicals, Inc. to Kemira Water Solutions, Inc. of the fee agreements by and between Kemira Chemicals, Inc. and Richland County, South Carolina; and other related matters – Mr. Livingston stated the request is to transfer the terms from one company to another. He noted the committee recommended approval of this item.

Ms. Terracio inquired if this was a name change for the company.

Mr. Livingston responded that the business is the same, but the company's name differs.

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

The vote in favor was unanimous.

- b. A Resolution approving a sponsor affiliate to join in the fee agreement between Intertape Polymer Corp. and Richland County, South Carolina; and other matters related thereto – Mr. Livingston stated the committee recommended approval.

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

The vote in favor was unanimous.

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

a. **NOTIFICATION OF APPOINTMENTS**

- I. East Richland Public Service District – One (1) Vacancy – Ms. Barron stated the committee recommended re-appointing Ms. Lisa Kelly Stewart.

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

The vote in favor was unanimous.

- II. Central Midlands Council of Governments – One (1) Vacancy – Ms. Barron stated the committee recommended appointing Mr. Clyde “Chuck” Fallaw, III.

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

The vote in favor was unanimous.

- III. Transportation Penny Advisory Committee – Three (3) Vacancies – Ms. Barron stated the committee recommended appointing Mr. Algeron Williams, Mr. Kamal Shlon, and Ms. Shirley Robinson.

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

The vote in favor was unanimous.

- IV. Richland Memorial Hospital Board – Five (5) Vacancies – Ms. Barron stated the committee recommended appointing Ms. Frances Ashe-Goins and re-advertising the remaining vacancies.

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

The vote in favor was unanimous.

b. **NOTIFICATION OF VACANCIES**

1. Accommodations Tax Committee – Four (4) Vacancies (ONE applicant must have a background in the Lodging Industry, TWO applicants must have a background in the Hospitality Industry, and ONE applicant must have a cultural background)
2. Building Codes Board of Appeals – Eight (8) Vacancies (ONE applicant must be from the Architectural Industry, ONE applicant must be from the Gas Industry, ONE applicant must be from the Building Industry, ONE applicant must be from the Contracting Industry, ONE applicant must be from the Plumbing Industry, ONE applicant must be from the Electrical Industry, and TWO applicants must be from the Fire Industry as alternates)
3. Business Service Center Appeals Board – Three (3) Vacancies (ONE applicant must be from the Business Industry and TWO applicants must be CPAs)
4. Central Midlands Regional Transit Authority – One (1) Vacancy
5. Hospitality Tax Committee – Three (3) Vacancies (TWO applicants must be from the Restaurant Industry and ONE is an at-large position)
6. Richland Memorial Hospital – Four (4) Vacancies

Ms. Barron stated the committee recommended advertising for the vacancies as noted above. The committee requested to add the Midlands Workforce Development Board’s labor representative vacancy. The advertisement will run from November 17-December 15.

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

The vote in favor was unanimous.

Ms. Barron noted there are several boards that cannot conduct business because they do not have enough individuals. She requested her colleagues to help recruit for these vacancies.

17. **OTHER ITEMS**

- a. A Resolution calling for a public hearing to be held upon the question of the issuance of not exceeding \$80,000,000 of General Obligation Bonds of Richland-Lexington Riverbanks Parks District, South Carolina and to provide for the publication of the notice of such hearing – Mr. Livingston moved to approve this item, seconded by Ms. Barron.

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

Opposed: Walker

The vote was in favor.

18. **EXECUTIVE SESSION**

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

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 7:34 PM  
and came out at approximately 8:47 PM***

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

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

The vote in favor was unanimous.

Mr. Walker indicated no action was taken in Executive Session.

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

20. **ADJOURNMENT** – Ms. Barron moved to adjourn the meeting, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

The meeting adjourned at approximately 8:48 PM.



Richland County Council  
Zoning Public Hearing  
**MINUTES**  
November 16, 2023 – 7:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Derrek Pugh, Yvonne McBride, Don Weaver, Gretchen Barron (via Zoom), Overture Walker, Jesica Mackey, Cheryl English, and Chakisse Newton

NOT PRESENT: Jason Branham, Paul Livingston, and Allison Terracio

OTHERS PRESENT: Geo Price, Angela Weathersby, Anette Kirylo, Michelle Onley, Aric Jensen, Ashley Fullerton, Tina Davis-Gooden, Wayne Thornley, and Kyle Holsclaw

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 7:00 PM.  
Mr. Walker noted that Mr. Branham, Mr. Livingston, and Ms. Terracio had prior engagements and could not attend tonight’s meeting.
2. **ADDITIONS/DELETIONS TO THE AGENDA** – There were no additions or deletions.
3. **ADOPTION OF AGENDA** – Ms. McBride moved to adopt the agenda as published, seconded by Mr. Pugh.  
In Favor: Pugh, McBride, Weaver, Barron, Walker, Mackey, English, and Newton  
Not Present: Branham, Livingston, and Terracio  
The vote in favor was unanimous.
4. **OPEN PUBLIC HEARING**
  - a. **MAP AMENDMENTS [ACTION]**
    1. **Case # 23-042MA**  
Michaela Gonzales  
NC to OI (1.98 Acres)  
14, 18 & 19 Blythe View Ct  
TMS # R15200-01-61, R15200-01-62 & R15200-01-63 [FIRST READING]  
  
Mr. Walker opened the floor to the public hearing.
      1. Ms. Michaela Gonzales, 230 Winding Oak Way, Blythewood, SC 29016 – Spoke in favor.
      2. Hoyt Burnett, 830 Maple Street, Columbia, SC 29205 – Spoke in favor.  
The floor to the public hearing was closed.  
Mr. Pugh moved to approve the re-zoning request, seconded by Ms. Newton.  
In Favor: Pugh, McBride, Weaver, Barron, Walker, Mackey, English, and Newton  
Not Present: Branham, Livingston, and Terracio  
The vote in favor was unanimous.
    2. **Case # 23-044MA**  
Garrett McNeill  
PDD to OI (5.27 Acres)  
151 Westpark Blvd  
TMS # R06103-01-42 [FIRST READING]  
  
Mr. Walker opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Pugh moved to approve the re-zoning request, seconded by Mr. Weaver.

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

Not Present: Branham, Livingston, and Terracio

The vote in favor was unanimous.

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

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

Not Present: Branham, Livingston, and Terracio

The vote in favor was unanimous.

The meeting adjourned at approximately 7:09 PM.



**RICHLAND COUNTY  
ADMINISTRATION**

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



Report of the County Administrator

Regular Session - December 05, 2023

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**UPDATES FOR CONSIDERATION:**

**ADMINISTRATOR'S NOMINATION:**

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

*County Administration - Resolution to Approve the Issuance of Revenue Bonds for Brookfield Pointe by the Columbia Housing Authority:* The City of Columbia Housing Authority requests approval of the attached resolution regarding the proposed issuance of Housing Revenue Bonds for the Brookfield Pointe affordable housing development.

*Operational Services - Contract Approval for Design & Construction Services for the Family Service Center at the former Dillard's location at Columbia Place Mall:* Staff recommends approval of a contract to MB Kahn Construction Company, Inc. to provide the design-build services to construct the new Richland County Family Service Center former Dillard's location at the Columbia Place Mall for an estimated overall project budget of \$47,741,632.00.

**ATTACHMENTS:**

1. Agenda Briefing: County Administration - Resolution to Approve the Issuance of Revenue Bonds for Brookfield Pointe by the Columbia Housing Authority
2. Agenda Briefing: Operational Services - Contract Approval for Design & Construction Services for the Family Service Center at the former Dillard's location at Columbia Place Mall



**Agenda Briefing**

<b>Prepared by:</b>	Aric Jensen, AICP	<b>Title:</b>	Assistant County Administrator
<b>Department:</b>	Administration	<b>Division:</b>	
<b>Date Prepared:</b>	November 16, 2023	<b>Meeting Date:</b>	December 5, 2023
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	November 17, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	November 17, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	November 29, 2023
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Regular Session		
<b>Subject</b>	Resolution to Approve the Issuance of Revenue Bonds for Brookfield Pointe by the Columbia Housing Authority		

**RECOMMENDED/REQUESTED ACTION:**

The City of Columbia Housing Authority requests approval of the attached resolution regarding the proposed issuance of Housing Revenue Bonds for the Brookfield Pointe affordable housing development.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

There is no financial obligation to the County.

*Applicable department/grant key and object codes:* none applicable

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

As the resolution is pursuant to federal law and does not create any fiscal obligation or ownership interest in the development or bonds, there is no fiscal or legal risk to the County.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

Section 147(f) of the Internal Revenue Code of 1986

**MOTION OF ORIGIN:**

“Mr. Overture Walker moved, seconded by Mr. oe Walker, to approve this item.”

Council Member	The Honorable Overture Walker, District 8
Meeting	Special Called
Date	December 16, 2021

**STRATEGIC & GENERATIVE DISCUSSION:**

The creation and preservation of affordable housing is a County Council priority. The Brookfield Pointe development will provide approximately 90 new affordable housing units on the 7000 Block of Brookfield Rd in an urban area of Richland County near existing services and amenities.

Approving this Resolution does not fiscally obligate Richland County nor does it create any interest in the development. The Resolution is a requirement of the Federal Tax Code that must be satisfied by the government entity having jurisdiction over the project location.

**ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:**

- Goal 1: Foster good governance
  - Objective 1.5: Collaborate with other governments: Build relationships with non-profit governmental organizations, municipalities, state, and federal organizations across all departments to determine points of parity

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

Council approved a similar Resolution in December 2021. The project was not constructed at that time, so the Housing Authority has prepared an updated Resolution for Council consideration based on current development costs.

**ATTACHMENTS:**

1. Memorandum from Columbia Housing Authority dated November 13, 2023
2. Draft Resolution
3. Certificate of Public Hearing
4. Affidavit of Publication of Public Hearing
5. Council Minutes from 16 December 2021

# Memorandum



**TO:** Aric Jensen, Assistant County Administrator

**FROM:** Cindi Herrera, Chief Development Officer

**CC:** Sarah Scheirer

**DATE:** November 13, 2023

**RE:** **Brookfield Pointe**

This memo serves to provide an update on Brookfield Pointe apartments. The County originally approved the project in October 2021. However, due to increased construction costs and higher interest rates, the project was delayed. Working with SCHousing, the project has now received an increased allocation of tax credits that will support completion of the project. Due to the increased costs, the bond amount has increased from \$10 million to \$12.5 million which requires approval of a new bond resolution.

**Project Summary - Project Summary** - Brookfield Pointe is a new construction 90-unit affordable housing community located at 7006 Brookfield Road. The project will include 9 one-bedroom units of 816 square feet; 45 two-bedroom units of 1,140 square feet and 36 three-bedroom units of 1,318 square feet. All 90 units in the project will be rent restricted to households below 60% of area median income.

Apartment amenities include range, refrigerator, microwave, dishwasher, garbage disposal and washer/dryer hookups. Community amenities will include a clubhouse with community room, business center, entertainment space and a central laundry room. Outdoor amenities include playground and sitting areas with gazebos.

The project will be financed with Tax Exempt Bonds, Federal and State Low Income Housing Tax Credits and a private mortgage. Total development costs are now \$22,279,239.

The owner of the project is Bradley Brookfield Pointe, LLC, a South Carolina limited liability company whose managing member is Brad Queener, a South Carolina affordable housing developer with extensive experience in developing affordable housing throughout South Carolina. Mr. Queener has developed over 2,000 units in multiple developments ranging in size from 32 to 192 units.

Columbia Housing is requesting County Council to approve a revised bond resolution for the issuance of Multi-Family Housing Revenue Bonds not to exceed \$12.5 million dollars to support the construction financing of the project. The TEFRA (Tax Equity and Fiscal Responsibility Act) Public Hearing was held on November 7, 2023. No public comments were received.

The market study for this project indicates that the expected capture rate is 7% and the rents on average are 25% below market which are excellent measures of both demand and affordability. This project will provide affordable housing to lower paying employment and make a significant impact on the shortage of workforce affordable housing in our community.

**A RESOLUTION****APPROVING THE ISSUANCE BY THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA SOUTH CAROLINA OF ITS MULTIFAMILY HOUSING REVENUE NOTES OR BONDS (BROOKFIELD POINTE) IN THE MAXIMUM PRINCIPAL AMOUNT OF \$12,500,000, IN ONE OR MORE SERIES, PURSUANT TO SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Bradley Brookfield Pointe, LLC, a South Carolina limited liability company, or its successors or assigns (the “Sponsor”), has represented to the County Council (the “County Council”) of Richland County, South Carolina (the “County”) that it desires to finance the costs of acquisition, construction, and equipping of an approximately 90-unit new multifamily housing development and ancillary facilities, to be located at 7006 Brookfield Road, in the unincorporated area of Richland County, South Carolina (the “Project”); and,

WHEREAS, the Sponsor has further represented to the County Council that substantial cost savings would be recognized by financing the Project through a plan of financing consisting of the issuance by the Housing Authority of the City of Columbia, South Carolina (the “Issuer”) of its multifamily housing revenue notes or bonds, in one or more series, in the maximum principal amount of Twelve Million Five Hundred Thousand and No/100 (\$12,500,000.00) Dollars (the “Bonds”) to finance the Project; and,

WHEREAS, the Sponsor has further represented to the County Council that a portion of the proceeds of the Bonds would be used for the purpose of (a) financing the cost of the land acquisition, construction, and equipping of the Project and (b) paying a portion of the costs of financing, including certain reserves, capitalized interest, and costs of issuance of the Bonds; and,

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended, including the U.S. Treasury Regulations promulgated thereunder (collectively, the “Code”), requires as a condition of exclusion from gross income for federal income tax purposes of the interest on private activity bonds, that the issuance of private activity bonds, as defined in Section 141(a) of the Code, such as the Bonds be approved, after a public hearing following reasonable public notice, by the governmental unit having jurisdiction over the area in which the bond financed property is located (the “147(f) Approval”); and,

WHEREAS, the County Council constitutes the elected legislative body of the County and the Sponsor has represented to the County Council that it is one of the applicable elected representatives required to provide the 147(f) Approval with respect to the issuance of the Bonds for the purpose of financing the Project; and,

WHEREAS, the Sponsor has requested the County Council, pursuant to Section 147(f) of the Code, to provide the 147(f) Approval and to thereby approve the issuance by the Issuer of the Bonds for the purpose of providing funds to the Sponsor to finance the Project; and,

WHEREAS, on October 30, 2023, the Sponsor published in *The State*, a newspaper of general circulation in the County, a notice of public hearing to be held by the Issuer on November 7, 2023, at 12:00 noon, or as soon thereafter as such matters may be heard, by means of a telephonic meeting to consider the issuance by the Issuer of the Bonds and the nature of the Project to be financed with the proceeds of the Bonds; and,

WHEREAS, notice of the public hearing was duly published as indicated by the copy of the notice as it appeared in *The State* attached hereto as Exhibit A; and,

WHEREAS, the public hearing was duly held by the Issuer on November 7, 2023, during which public hearing members of the public were afforded the opportunity to express their views on the issuance by the Issuer of the Bonds and the use of the proceeds thereof to finance the Project as indicated by the Certificate as to Telephonic Public Hearing attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Richland County, South Carolina, in meeting duly assembled:

**Section 1.** The issuance by the Issuer of the Bonds in the maximum principal amount of \$12,500,000 for the purpose of providing funds to the Sponsor to finance the Project is hereby approved pursuant to and in accordance with Section 147(f) of the Code.

**Section 2.** A hearing open to the public, and conducted telephonically was held on November 7, 2023, for which the Sponsor has represented to the County Council that due and reasonable public notice, being published in *The State* as described above, was given by or on behalf of the Sponsor in accordance with the provisions of applicable law and procedures established therefor.

**Section 3.** Such approval by the County Council shall not be construed as (i) an endorsement of the creditworthiness of the Issuer, the Sponsor, or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any building or other regulatory permits relating to the Project, and the County Council shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding, or recommendation, to have waived any rights of the County, or to have caused the County to be estopped from asserting any rights or responsibilities it may have in such regard. Further, the Bonds shall not constitute an indebtedness of the State of South Carolina, the County, or any political subdivision thereof, but shall be payable solely from revenues of the Sponsor pledged to the payment of the Bonds. The approval by the County Council of the issuance of the Bonds by the Issuer to finance the Project shall not be construed to obligate the County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition, construction, or equipping of the Project.

**Section 4.** This Resolution shall take effect immediately upon its adoption.

**Section 5.** That the provisions of this Resolution are hereby declared to be separable, and if any section, phrase, or provision shall, for any reason, be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, or provisions of this Resolution.

**Section 6.** That all resolutions or parts thereof in conflict with the provisions of the Resolution are, to the extent of such conflict, hereby superseded.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023

COUNTY COUNCIL OF RICHLAND  
COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF NOTICE OF TELEPHONIC PUBLIC HEARING





Beaufort Gazette  
 Belleville News-Democrat  
 Bellingham Herald  
 Bradenton Herald  
 Centre Daily Times  
 Charlotte Observer  
 Columbus Ledger-Enquirer  
 Fresno Bee

The Herald - Rock Hill  
 Herald Sun - Durham  
 Idaho Statesman  
 Island Packet  
 Kansas City Star  
 Lexington Herald-Leader  
 Merced Sun-Star  
 Miami Herald

el Nuevo Herald - Miami  
 Modesto Bee  
 Raleigh News & Observer  
 The Olympian  
 Sacramento Bee  
 Fort Worth Star-Telegram  
 The State - Columbia  
 Sun Herald - Biloxi

Sun News - Myrtle Beach  
 The News Tribune Tacoma  
 The Telegraph - Macon  
 San Luis Obispo Tribune  
 Tri-City Herald  
 Wichita Eagle

# AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
37070	483895	Print Legal Ad-IPL01456350 - IPL0145635		\$585.51	2	42 L

**Attention:** Stacey L. Smith  
 HOWELL LINKOUS & NETTLES LLC  
 106 BROAD STREET  
 CHARLESTON, SC 29401  
 staceysmith@bond-law.com

**NOTICE OF TELEPHONIC PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that a public hearing will be held by the Housing Authority of the City of Columbia, South Carolina (the "Issuer"), on Tuesday, November 7, 2023 at 12:00 noon, or as soon thereafter as the matter can be heard, and will be held telephonically by the Issuer, in connection with the issuance by the Issuer of its Multifamily Housing Revenue Bonds or Notes (Brookfield Points) (the "Bonds"), in one or more tax-exempt and/or taxable series, as part of a plan of financing in the maximum principal amount of \$12,500,000. The Bonds will be an issue of "exempt facility bonds" issued to finance a "qualified residential rental project" as defined in Section 142(a)(7) of the Internal Revenue Code of 1986, as amended (the "Code").

Principal User of Bonds and Project. The proceeds of such Bonds, when and if issued, will be loaned by the Issuer to Bradley Brookfield Pointe, LLC (the "Company"). The Issuer will issue the Bonds to fund a mortgage loan or loans (the "Mortgage Loan") to the Company, to provide financing for the design, acquisition, construction, and equipping multifamily housing to be known as Brookfield Pointe, consisting of approximately 90 units of affordable housing (the "Project"). The Project will be located 7006 Brookfield Road in the unincorporated area of Richland County, South Carolina. The Project will be owned by the Company.

Limited Obligation. The Bonds will be payable by the Issuer solely and exclusively out of payments to be made by the Company and the security pledged for their payment. The Bonds will not constitute an indebtedness of the Issuer, the City of Columbia (the "City"), Richland County (the "County"), the State of South Carolina, or any political subdivision thereof within the meaning of any South Carolina constitutional provision or statutory limitation nor give rise to a pecuniary liability of the Issuer, the City, the County, the State of South Carolina, or any political subdivision thereof. The Bonds will not constitute a charge against the general credit or taxing powers of the Issuer, the City, the County, the State of South Carolina, or any political subdivision thereof. The Issuer has no taxing authority.

Teleconference Only. The Public Hearing will be conducted by the Issuer telephonically and the public will not be able to attend in person. However, all persons who wish to provide comments or listen to the public hearing may join by calling toll free at 877-366-0711 (Toll Free) using meeting passcode: 24561502#. Members of the public may submit oral or written comments to the Issuer to express their views for or against the proposed issuance of the Bonds or the location and nature of the Project. **All persons who wish to submit oral comments during the Public Hearing must contact the Issuer, not less than 24 hours prior to the Public Hearing, via email to cherrera@columbiahousing.org to inform the Issuer of their desire to speak at the Public Hearing.** Those who present comments during the Public Hearing will be permitted to address the Issuer regarding the Project or the Bonds for no more than five (5) minutes. Members of the public may also submit views to the Issuer in writing via mail to Lucinda Herrera, Senior Vice President of Development, Housing Authority of the City of Columbia, South Carolina, 1917 Harden Street, Columbia, South Carolina 29204 or via email to cherrera@columbiahousing.org. The Issuer will not prepare a transcript of the public hearing.

**HOUSING AUTHORITY OF THE  
 CITY OF COLUMBIA, SOUTH CAROLINA**  
 IPL0145635  
 Oct 30 2023

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:  
 10/30/23

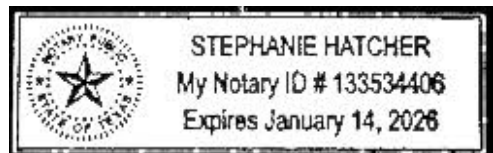
*Tara Pennington*

Tara Pennington

Sworn to and subscribed before me this 30th day of October in the year of 2023

*Stephanie Hatcher*

Notary Public in and for the state of Texas, residing in Dallas County



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Extra charge for lost or duplicate affidavits.  
 Legal document please do not destroy!

EXHIBIT B

CERTIFICATE OF TELEPHONIC PUBLIC HEARING

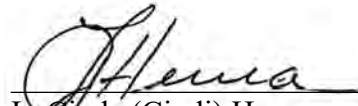
## CERTIFICATE AS TO TEFRA PUBLIC HEARING

I, the undersigned, on behalf of the Housing Authority of the City of Columbia, South Carolina (the “**Authority**”) in the City of Columbia, South Carolina (the “**City**”), do hereby certify as follows:

1. On October 30, 2023, the Authority published in *The State* a Notice (the “**Notice**”) of a Public Hearing to be held by the Authority on November 7, 2023 seeking public comment regarding the issuance by the Authority of its Multifamily Housing Revenue Notes or Bonds (Brookfield Pointe) in the maximum principal amount of \$12,500,000 (the “**Bonds**”), the proceeds of which will be loaned to Bradley Brookfield Pointe, LLC, a South Carolina limited partnership (the “**Borrower**”), to provide financing for the costs of the design, acquisition, construction, and equipping multifamily housing to be known as Brookfield Pointe, consisting of approximately 90 units of affordable housing (the “**Project**”). The Project will be owned by the Borrower. **Exhibit A** attached hereto is an Affidavit of Publication of Notice of Public Hearing.

2. Representatives of the Authority were present at the public hearing described in the Notice, which hearing was held at the time and in the manner permitted by applicable regulations and rulings of the U.S. Treasury. All persons desiring to do so were given reasonable opportunity to speak and to present their opinions in writing regarding the issuance by the Authority of the Bonds and the use of the proceeds for the purposes described in paragraph 1 above. There were no written comments received nor persons in attendance at the public hearing to speak in opposition to the issuance of the Bonds for the purpose described in paragraph 1 above.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 13th day of November, 2023.

  
\_\_\_\_\_  
Lucinda (Cindi) Herrera  
Chief Development Officer

**Exhibit A**

**(Affidavit of Publication of Notice of Public Hearing)**



Beaufort Gazette  
 Belleville News-Democrat  
 Bellingham Herald  
 Bradenton Herald  
 Centre Daily Times  
 Charlotte Observer  
 Columbus Ledger-Enquirer  
 Fresno Bee

The Herald - Rock Hill  
 Herald Sun - Durham  
 Idaho Statesman  
 Island Packet  
 Kansas City Star  
 Lexington Herald-Leader  
 Merced Sun-Star  
 Miami Herald

el Nuevo Herald - Miami  
 Modesto Bee  
 Raleigh News & Observer  
 The Olympian  
 Sacramento Bee  
 Fort Worth Star-Telegram  
 The State - Columbia  
 Sun Herald - Biloxi

Sun News - Myrtle Beach  
 The News Tribune Tacoma  
 The Telegraph - Macon  
 San Luis Obispo Tribune  
 Tri-City Herald  
 Wichita Eagle

# AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
37070	483895	Print Legal Ad-IPL01456350 - IPL0145635		\$585.51	2	42 L

**Attention:** Stacey L. Smith  
 HOWELL LINKOUS & NETTLES LLC  
 106 BROAD STREET  
 CHARLESTON, SC 29401  
 staceysmith@bond-law.com

**NOTICE OF TELEPHONIC PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that a public hearing will be held by the Housing Authority of the City of Columbia, South Carolina (the "Issuer"), on Tuesday, November 7, 2023 at 12:00 noon, or as soon thereafter as the matter can be heard, and will be held telephonically by the Issuer, in connection with the issuance by the Issuer of its Multifamily Housing Revenue Bonds or Notes (Brookfield Pointe) (the "Bonds"), in one or more tax-exempt and/or taxable series, as part of a plan of financing in the maximum principal amount of \$12,500,000. The Bonds will be an issue of "exempt facility bonds" issued to finance a "qualified residential rental project" as defined in Section 142(a)(7) of the Internal Revenue Code of 1986, as amended (the "Code").

Principal User of Bonds and Project. The proceeds of such Bonds, when and if issued, will be loaned by the Issuer to Bradley Brookfield Pointe, LLC (the "Company"). The Issuer will issue the Bonds to fund a mortgage loan or loans (the "Mortgage Loan") to the Company, to provide financing for the design, acquisition, construction, and equipping multifamily housing to be known as Brookfield Pointe, consisting of approximately 90 units of affordable housing (the "Project"). The Project will be located 7006 Brookfield Road in the unincorporated area of Richland County, South Carolina. The Project will be owned by the Company.

Limited Obligation. The Bonds will be payable by the Issuer solely and exclusively out of payments to be made by the Company and the security pledged for their payment. The Bonds will not constitute an indebtedness of the Issuer, the City of Columbia (the "City"), Richland County (the "County"), the State of South Carolina, or any political subdivision thereof within the meaning of any South Carolina constitutional provision or statutory limitation nor give rise to a pecuniary liability of the Issuer, the City, the County, the State of South Carolina, or any political subdivision thereof. The Bonds will not constitute a charge against the general credit or taxing powers of the Issuer, the City, the County, the State of South Carolina, or any political subdivision thereof. The Issuer has no taxing authority.

Teleconference Only. The Public Hearing will be conducted by the Issuer telephonically and the public will not be able to attend in person. However, all persons who wish to provide comments or listen to the public hearing may join by calling toll free at 877-366-0711 (Toll Free) using meeting passcode: 24561502#. Members of the public may submit oral or written comments to the Issuer to express their views for or against the proposed issuance of the Bonds or the location and nature of the Project. **All persons who wish to submit oral comments during the Public Hearing must contact the Issuer, not less than 24 hours prior to the Public Hearing, via email to cherrera@columbiahousing.org to inform the Issuer of their desire to speak at the Public Hearing.** Those who present comments during the Public Hearing will be permitted to address the Issuer regarding the Project or the Bonds for no more than five (5) minutes. Members of the public may also submit views to the Issuer in writing via mail to Lucinda Herrera, Senior Vice President of Development, Housing Authority of the City of Columbia, South Carolina, 1917 Harden Street, Columbia, South Carolina 29204 or via email to cherrera@columbiahousing.org. The Issuer will not prepare a transcript of the public hearing.

**HOUSING AUTHORITY OF THE CITY OF COLUMBIA, SOUTH CAROLINA**  
 IPL0145635  
 Oct 30 2023

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:  
 10/30/23

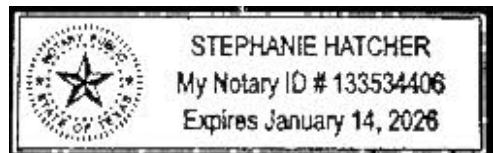
*Tara Pennington*

Tara Pennington

Sworn to and subscribed before me this 30th day of October in the year of 2023

*Stephanie Hatcher*

Notary Public in and for the state of Texas, residing in Dallas County



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Extra charge for lost or duplicate affidavits.  
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Mr. O. Walker requested the Administrator to provide the Chief Magistrate with a list of all County-owned properties, including land, for their consideration in housing magistrate offices.

4. **An Ordinance establishing new electoral districts for the election of members of Richland County Council pursuant to the United States Census of 2020 and in compliance with Section 4-9-90 of the South Carolina Code of Laws, 1976, as amended [FIRST READING]** – Ms. McBride moved, seconded by Mr. J. Walker, to approve “Plan C”.

Ms. Terracio inquired if there is a place for the public to review the maps.

Mr. Brown responded the maps are on the County’s website.

Ms. Newton inquired what the process is for additional questions and/or proposed changes.

Mr. Wright responded if there are any proposed changes or questions should be addressed with Ms. Etheredge.

Ms. Newton inquired if Council is required to set a variance rate for the maps.

Mr. Livingston responded the variance range is 5%-10%, which Council approved when voting on the proposed maps.

Ms. Terracio inquired, if constituents have questions regarding the maps, what is the best way to submit feedback.

Mr. Brown suggested contacting the Clerk’s Office or submit an email to [adminoffice@richlandcountysc.gov](mailto:adminoffice@richlandcountysc.gov).

Ms. Newton suggested providing this information on the County’s website.

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

The vote in favor was unanimous for “Plan C”.

5. **Resolution to Approve the Issuance of Revenue Bonds for Brookfield Pointe by the Columbia Housing Authority** – Mr. O. Walker moved, seconded by Mr. J. Walker, to approve this item.

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

The vote in favor was unanimous.

Mr. O. Walker moved, seconded by Mr. J. Walker, to reconsider this item.

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

The motion for reconsideration failed.



**Agenda Briefing**

<b>Prepared by:</b>	Hayden Davis	<b>Title:</b>	Project Manager
<b>Department:</b>	Operational Services	<b>Division:</b>	Facilities & Grounds
<b>Date Prepared:</b>	November 15, 2023	<b>Meeting Date:</b>	December 5, 2023
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	November 16, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	November 17, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	November 29, 2023
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Regular Session		
<b>Subject</b>	Contract Approval for Design & Construction Services for the Family Service Center at the former Dillard's location at Columbia Place Mall		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends approval of a contract to MB Kahn Construction Company, Inc. to provide the design-build services to construct the new Richland County Family Service Center former Dillard's location at the Columbia Place Mall for an estimated overall project budget of \$47,741,632.00.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

If approved, Richland County will enter into a contract with the recommended contractor, MB Kahn, not to exceed \$47,741,632.00.

\$17,480,389 is currently in GL--1200992020/-4881900 from State and Local Fiscal Recovery Funds (ARPA) as approved by Council which will cover design and the start of construction. Series 2023A Bond proceeds will be available approximately December 15, 2023 to fully fund the project.

*Applicable department/grant key and object codes:* GL-1200992020/4881900

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Request for Qualifications RC-623-P-24 "Design-Build Richland County Family Services Center" was issued on October 12th, 2023; there was one (1) submission to the request. The proposal was opened on November 13th, 2023 at 2:00 PM. An evaluation team of three (3) reviewed the proposal. The recommendation is to award to MB Kahn.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

The design and construction will be done to regulatory compliance following local building codes and all applicable laws and ordinances.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

**STRATEGIC & GENERATIVE DISCUSSION:**

Richland County purchased the Dillard's retail space at the Columbia Place Mall to help meet the future expansion/modernization of County facilities. The development of this facility addresses the current and future needs of the SC Department of Social Services (DSS), the Department of Health and Environmental Control (DHEC), and the Department of Health and Human Services (DHHS).

Once completed, this updated facility will house the State mandated departments. If approved by Council, the project is estimated to take approximately 24 months to design and construct once a Notice to Proceed is issued by the County.

**ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:**

Goal 4 – Plan for growth through inclusive and equitable infrastructure

- Objective 4.3 – Create excellent facilities

Goal 6 – Establish operational excellence

- Objective 6.7 – Address current and future resource needs.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

The design and construction work provided by MB Kahn will be coordinated with all County and State stakeholders to maximize the available resources to create a facility that will better address the needs and services for the constituents of the County.



## Richland County Council Request for Action

**Subject:**

Case # 23-042MA  
Michaela Gonzales  
NC to OI (1.98 Acres)  
14, 18 & 19 Blythe View Ct.  
TMS # R15200-01-61, R15200-01-62 & R15200-01-63

**Notes:**

First Reading: November 16, 2023  
Second Reading:  
Third Reading:  
Public Hearing: November 16, 2023

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-23HR

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 # 15200-01-61, 15200-01-62 AND 15200-01-63 FROM NEIGHBORHOOD COMMERCIAL DISTRICT (NC) TO OFFICE AND INSTITUTIONAL DISTRICT (OI); 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 # 15200-01-61, 15200-01-62 and 15200-01-63 from Neighborhood Commercial District (NC) zoning to Office and Institutional District (OI) zoning.

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 \_\_\_\_\_, 2023.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Overture Walker, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
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: November 16, 2023  
First Reading: November 16, 2023  
Second Reading: December 5, 2023  
Third Reading: December 12, 2023

## Richland County Council Request for Action

**Subject:**

Case # 23-044MA  
Garrett McNeill  
PDD to OI (5.27 Acres)  
151 Westpark Blvd.  
TMS # R06103-01-42

**Notes:**

First Reading: November 16, 2023  
Second Reading:  
Third Reading:  
Public Hearing: November 16, 2023

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-23HR

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 # 06103-01-42 FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO OFFICE AND INSTITUTIONAL DISTRICT (OI); 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 # 06103-01-42 from Planned Development District (PDD) zoning to Office and Institutional District (OI) zoning.

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 \_\_\_\_\_, 2023.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Overture Walker, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
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: November 16, 2023  
First Reading: November 16, 2023  
Second Reading: December 5, 2023  
Third Reading: December 12, 2023

# Richland County Council Request for Action

**Subject:**

Department of Public Work -Engineering - Harborside Pointe Right-of-Way

**Notes:**

November 16, 2023 – The Development and Services Committee recommended Council approve the transfer of a portion of the right-of-way at the intersection of Long Pointe Lane and Harborside Circle to the developer, Lake Carolina Development.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Shirani Fuller	<b>Title:</b>	County Engineer
<b>Department:</b>	Public Works	<b>Division:</b>	Engineering
<b>Date Prepared:</b>	October 24, 2023	<b>Meeting Date:</b>	November 16, 2023
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	October 25, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	October 25, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	October 25, 2023
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Development & Services		
<b>Subject</b>	Harborside at Lake Carolina - Right-of-Way		

**RECOMMENDED/REQUESTED ACTION:**

Public Works requests that County Council approve the transfer of a portion of the right-of-way at the intersection of Long Pointe Ln and Harborside Cir to the developer, Lake Carolina Development.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

There is no cost associated with this request.

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

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

The County Attorney’s Office has no comments.

#### REGULATORY COMPLIANCE:

Chapter 21-14 (c) "Abandonment of public roads and rights-of-way" is being followed.

*Any person or organization wishing to acquire ownership of an unused road right-of-way in the county (including a public right-of-way that is dedicated either by deed, prescription, or recordation of a plat) may submit a petition for consideration by county council. If it is determined by the county's planning department and public works department that the right-of-way will not be utilized by the county for road purposes, county council may approve a quit-claim deed conveying the county's interest to the owners of the adjoining property. Unless the owners of the adjoining property agree to another division, each may acquire that portion of the right-of-way adjacent to his/her property on his/her side of the right-of-way's centerline. The grantee(s) of the quit-claim deed(s) shall be responsible for preparing the deed(s) prior to county council's consideration of the request. Upon approval and execution of the deed(s), the grantee(s) shall be responsible for recording the deed(s) in the office of the register of deeds and for returning a filed copy to the office of the county attorney. The county council may require the grantees) to pay up to the fair market value, as determined by the county assessor's office, in exchange for the conveyance of the right-of-way. Upon recordation of the deed, the county assessor's office shall adjust the appraisal of the adjoining parcels to reflect the value of the additional property.*

#### MOTION OF ORIGIN:

There is no associated Council motion of origin.

#### STRATEGIC & GENERATIVE DISCUSSION:

Lake Carolina Development is requesting 639.47 square feet of the County maintained road Long Pointe Ln at the intersection with Harborside Cir. This portion of right-of-way is unused. An exhibit is attached illustrating the request. Lake Carolina Development is requesting this area be combined with the undeveloped parcel R23207-02-37. This area will become part of the new Harborside Pointe at Lake Carolina development.

Per ordinance 21-14 (c), unused right-of-way may be acquired by a person or organization if determined by the County's Planning Department and Public Works Department that the right-of-way will not be utilized by the County for road purposes and approved by County Council. Council also has the discretion to determine if payment in exchange for the conveyance is required.

The Community Planning & Development Department and the Department of Public Works have reviewed the request and have no opposition.

#### ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

- Goal 4: Plan for growth through inclusive and equitable infrastructure
  - Objective 4.2: Coordinate departments to prepare for anticipated growth in areas by providing water, sewer, and roads in necessary locations
  - Objective 4.3: Create excellent facilities

**ATTACHMENTS:**

1. Quit-claim
2. Final Plat- Harborside Parcel 4 Phase 8



Prepared by and after recording return to:  
M. Kevin Garrison, Esq.  
Robinson Gray Stepp & Laffitte, LLC  
Post Office Box 11449  
Columbia, SC 29211

[DEED PREPARATION ONLY – NO TITLE EXAMINATION PERFORMED]

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STATE OF SOUTH CAROLINA	)	
	)	TITLE TO REAL ESTATE
COUNTY OF RICHLAND	)	(Quit-Claim Deed)
	)	

KNOW ALL MEN BY THESE PRESENTS, that **RICHLAND COUNTY**, a political subdivision of the State of South Carolina (“**Grantor**”), in the State aforesaid, for and in consideration of the sum of **FIVE AND NO/HUNDREDTHS (\$5.00) DOLLARS** to the Grantor paid by **LAKE CAROLINA DEVELOPMENT, INC.**, a South Carolina corporation (“**Grantee**”), the receipt and legal sufficiency of which is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Grantee, and the Grantee’s successors and assigns, all of the Grantor’s right, title and interest, if any, in and to the following described property (collectively, the “**Premises**”):

All that certain piece, parcel, or tract of land, together with any improvements located thereon, situate, lying and being on the northeastern side Long Pointe Lane (51’ R/W), in the County of Richland, in the State of South Carolina, being shown and designated as a tract of land, containing **639.47 SF**, on a Final Plat entitled “**Harborside Parcel 4 Phase 8 at Lake Carolina**” prepared by Steadman & Associates, Inc., dated June 7, 2021, last revised July 21, 2023, and recorded October 4, 2023, in the Office of the Register of Deeds for Richland County, SC, in Record Book 2870, Page 1527; and having the boundaries and measurements as shown on said plat with reference being craved thereto as often as is necessary for a more complete and accurate legal description.

**NOTE: TO BE COMBINED WITH TMS NO. 23207-02-37**

Grantee’s Address: 1276 Assembly Street  
Columbia, SC 29201

**TO HAVE AND TO HOLD** all and singular the Premises before mentioned unto the said Grantee, and the Grantee's successors and assigns, forever, the Premises and all appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, if any.

**[SIGNATURE PAGE TO FOLLOW]**

WITNESS the Hand and Seal of the Grantor this \_\_\_\_\_ day of **OCTOBER, 2023**.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**GRANTOR:**

**RICHLAND COUNTY**,  
a political subdivision of the State of South Carolina

By: \_\_\_\_\_ (SEAL)

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

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

\_\_\_\_\_  
**First Witness**

\_\_\_\_\_  
**Second Witness / Notary Public**

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF RICHLAND         )

**ACKNOWLEDGMENT**

On this \_\_\_\_\_ day of **OCTOBER, 2023**, before me personally came the within-named Grantor, **RICHLAND COUNTY**, a political subdivision of the State of South Carolina, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged to me that he or she executed the foregoing instrument; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

\_\_\_\_\_  
(Signature of Notary Public)

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

Notary Public for the State of South Carolina

My Commission Expires: \_\_\_\_\_

**[AFFIX NOTARY STAMP OR SEAL BELOW]**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**AFFIDAVIT FOR TAXABLE OR  
EXEMPT TRANSFERS**

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1) I have read the information on this affidavit and I understand such information.

2) The property being transferred is located on the north side of Long Pointe Lane public right of way Richland County, South Carolina, bearing **Richland County Tax Map Number N/A**, was transferred by **Richland County to Lake Carolina Development, Inc.** on **October \_\_\_\_**, 2023.

3) Check one of the following: The deed is

- (a)  subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b)  subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c)  exempt from the deed recording fee because (See Information section of affidavit):  
**Exemption 12: quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed**  
(If exempt, please skip items 4-7, and go to item 8 of this affidavit).

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?  
Check Yes \_\_\_ or No \_\_\_.

4) Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

- (a)  The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$\_\_\_\_\_.
- (b)  The fee is computed on the fair market value of the realty which is \$\_\_\_\_\_.
- (c)  The fee is computed on the fair market value of the realty as established for property tax purposes which is \$\_\_\_\_\_.

5) Check Yes \_\_\_ or No \_\_\_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(e)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer). If "Yes," the amount of the outstanding balance of this lien or encumbrance is \$\_\_\_\_\_.

6) The deed recording fee is computed as follows:

- (a) Place the amount listed in Item 4 above here: \$ \_\_\_\_\_
- (b) Place the amount listed in Item 5 above here: \$ \_\_\_\_\_  
(If no amount is listed, place zero here).
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ \_\_\_\_\_

7) The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is **\$0.00**.

8) As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as **Seller**.

9) I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisonment not more than one year or both.

**Responsible Person Connected with the Transaction**

**RICHLAND COUNTY,**  
a political subdivision of the State of South Carolina

By: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SWORN** to before me this \_\_\_\_\_ day of **OCTOBER, 2023**.

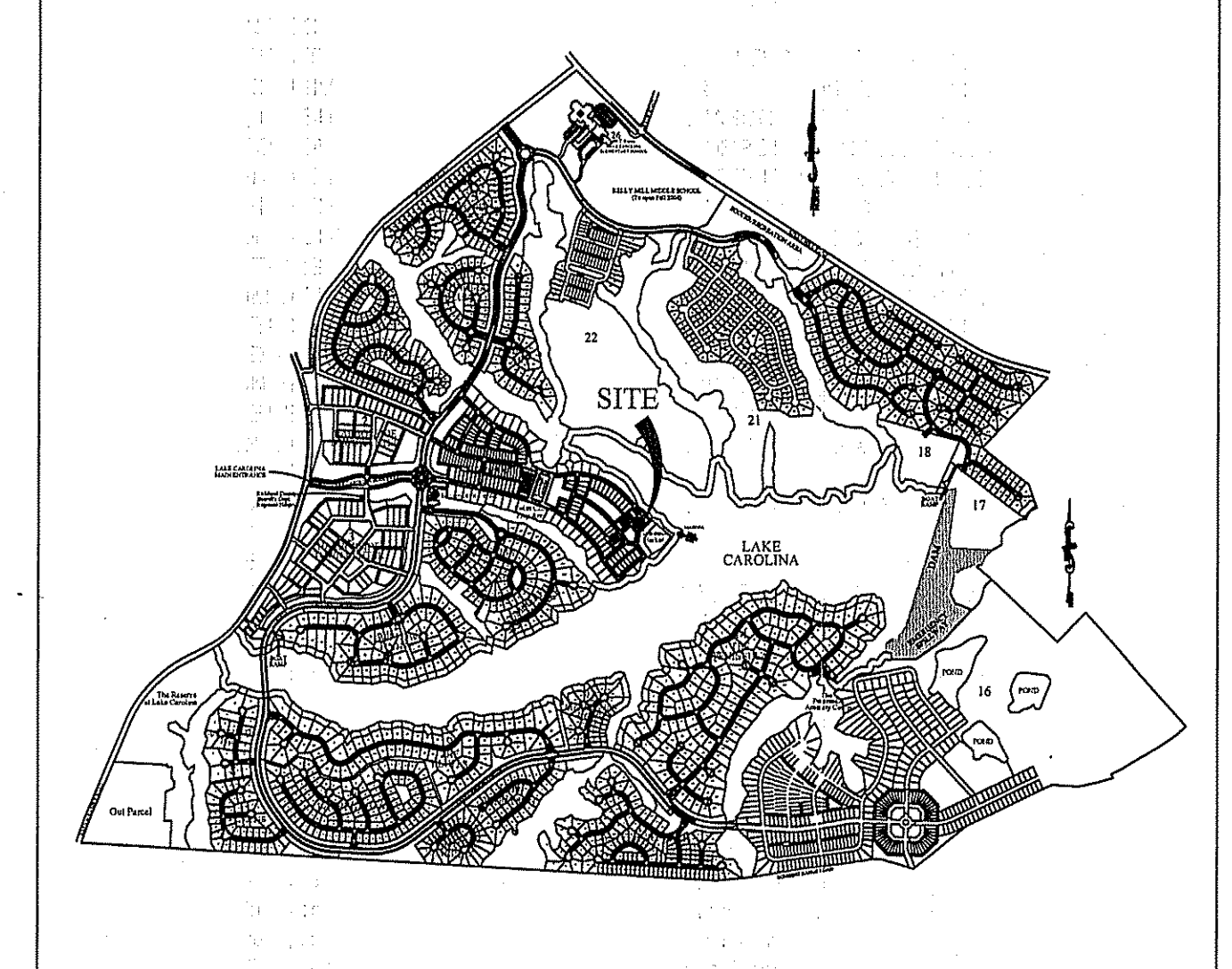
\_\_\_\_\_  
Notary Public for the State of South Carolina  
My Commission Expires: \_\_\_\_\_

## INFORMATION

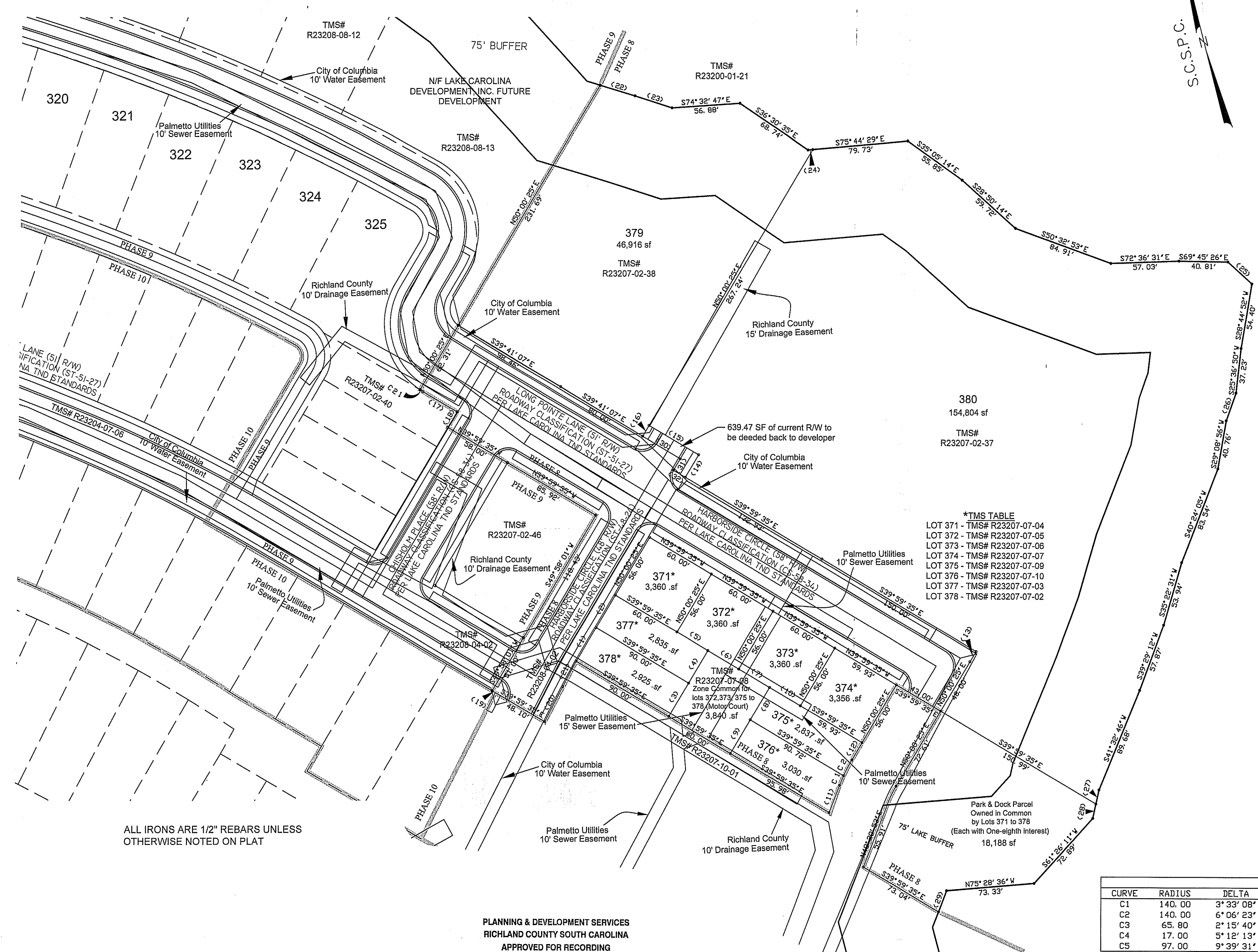
Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(e)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

### **Exempted from the fee are deeds:**

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the Federal Government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged, in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred from another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 179 (a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act;
- (16) assigning, transferring, or releasing real property to the distributee of an estate, whether by instrument or deed of distribution, pursuant to Section 62-3-907 as evidence of the distributee's title;
- (17) transferring, real property from a trust to a trust distributee upon the trust settlor's death, pursuant to the trust terms, if a deed of distribution would be the appropriate instrument to transfer the subject property if the property were part of the decedent's probate estate.



LOCATION MAP 1" = 1000'



TANGENT TABLE

LINE	BEARING	LENGTH
(1)	N 50° 00' 25" E	32.50
(2)	N 50° 00' 25" E	31.50
(3)	N 50° 00' 25" E	32.50
(4)	N 50° 00' 25" E	31.50
(5)	S 39° 59' 35" E	30.00
(6)	S 39° 59' 35" E	30.00
(7)	S 39° 59' 35" E	30.00
(8)	N 50° 00' 25" E	31.50
(9)	N 50° 00' 25" E	32.50
(10)	S 39° 59' 35" E	30.00
(11)	N 40° 20' 53" E	24.25
(12)	N 50° 00' 25" E	16.61
(13)	N 50° 00' 25" E	10.00
(14)	N 50° 00' 25" E	21.94
(15)	N 40° 18' 19" E	48.00
(16)	N 50° 00' 25" E	10.52
(17)	S 39° 59' 35" E	33.49
(18)	N 50° 00' 25" E	15.19
(19)	S 39° 59' 35" E	3.05
(20)	S 46° 20' 37" E	32.84
(21)	S 47° 13' 20" W	24.03
(22)	S 53° 50' 02" E	30.46
(23)	S 52° 58' 21" E	32.56
(24)	S 75° 44' 29" E	3.99
(25)	S 80° 28' 58" E	27.04
(26)	S 38° 37' 09" W	24.66
(27)	S 31° 42' 23" W	11.90
(28)	S 31° 42' 23" W	12.16
(29)	S 40° 20' 53" W	18.71
(30)	S 40° 18' 19" E	36.50
(31)	S 50° 00' 25" E	11.16
(32)	S 39° 59' 35" E	11.50

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
C1	140.00	3° 33' 08"	8.68	4.34	8.68	S 42° 07' 28" W
C2	140.00	6° 06' 23"	14.92	7.47	14.91	S 46° 57' 13" W
C3	65.80	2° 15' 40"	2.60	1.30	2.60	S 38° 51' 46" E
C4	17.00	5° 12' 13"	1.54	0.77	1.54	S 36° 31' 50" E
C5	97.00	9° 39' 31"	16.35	8.20	16.33	S 45° 10' 39" W

\*TMS TABLE

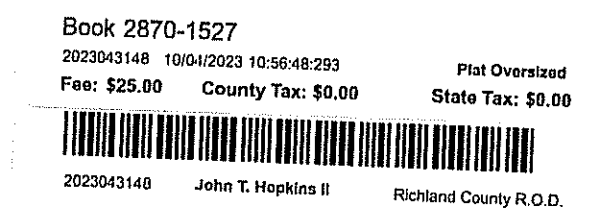
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LOT 374 - TMS# R23207-07-07
LOT 375 - TMS# R23207-07-09
LOT 376 - TMS# R23207-07-10
LOT 377 - TMS# R23207-07-03
LOT 378 - TMS# R23207-07-02

- NOTES:
- PROPERTY IS ZONED PLANNED UNIT DEVELOPMENT TRADITIONAL NEIGHBORHOOD DISTRICT (PUD-2-TND) PURSUANT TO THE AMENDMENT TO THE LAKE CAROLINA PUD DATED MAY 15, 2001 (ORDINANCE NO. 036-01HR).
  - ALL STREETS SHOWN ARE CLASSIFIED AS INDICATED ON THIS DRAWING.
  - ALL STREET RIGHTS-OF-WAYS TO BE DEDICATED TO RICHLAND COUNTY FOR PUBLIC USE.
  - RICHLAND COUNTY TAX MAP NUMBER 23200-01-20(PORION)
  - WATER LINES - CITY OF COLUMBIA 7.5' EASEMENT EACH SIDE OF WATER LINE UNLESS NOTED OTHERWISE.
  - SANITARY SEWER - PALMETTO UTILITIES 7.5' EASEMENT EACH SIDE OF SEWER LINE UNLESS NOTED OTHERWISE.
  - STORM DRAINAGE - RICHLAND COUNTY 7.5' EASEMENT EACH SIDE OF DRAINAGE LINE UNLESS NOTED OTHERWISE, TO BE DEDICATED TO RICHLAND COUNTY.
  - IN ADDITION TO ANY OTHER EASEMENTS INDICATED ON THIS PLAT, A NON-EXCLUSIVE EASEMENT TO CENTENNIAL RESIDENTIAL ASSOCIATION #1, INC., ITS SUCCESSORS AND ASSIGNS (THE "ASSOCIATION") IS RESERVED IN THE FOLLOWING LOCATIONS FOR SIMILAR PURPOSES TO THOSE SET FORTH IN SECTION 4.3 OF THE DECLARATION OF THE ASSOCIATION: (1) FROM THE SIDE LOT LINE TO ONE (1) FOOT FROM ANY ADJACENT RESIDENTIAL STRUCTURE IN THE LOT (EXCLUDING ABOVE GRADE PROJECTIONS SUCH AS ROOF OVERHANGS) BUT NOT TO EXCEED A MAXIMUM OF FIVE (5) FEET ON EACH SIDE OF THE SIDE LOT LINE; AND (2) WITHIN EACH LOT, FOR A DISTANCE OF FIVE (5) FEET FROM THE FRONT LOT LINE AND A DISTANCE OF FIVE (5) FEET FROM THE REAR LOT LINE.
  - COMMON AREAS AND AREAS OF COMMON RESPONSIBILITY, INCLUDING ANY IMPROVEMENTS THERETO, SHALL BE MAINTAINED BY THE CENTENNIAL RESIDENTIAL ASSOCIATION #1, INC., OR THE LAKE CAROLINA MASTER ASSOCIATION, INC. AS NOTED.
  - ALL PROPERTY CORNERS ARE NEW IRON PINS UNLESS SHOWN OTHERWISE. (TYPICALLY 1/2" X 24" REBAR)
  - LOT AREAS ARE SHOWN IN SQUARE FEET (SF).
  - THERE IS A 10' EXCLUSIVE CITY OF COLUMBIA WATER EASEMENT ON ALL WATER SERVICE LINES FROM THE MAIN LINE TO THE METER BOX.
  - SIDEWALKS TO BE BUILT BY INDIVIDUAL HOMEBUILDERS
  - ALLEYS ARE PRIVATELY MAINTAINED BY HARBORSIDE RESIDENTIAL ASSOCIATION, INC. PER TND STANDARDS.

Property shown on the plat as lying within the platted right of way of Lake Carolina Boulevard or Lake Carolina Drive is an Area of Common Responsibility of Lake Carolina Master Association, Inc., to the extent of any graded or landscaped areas, landscaped islands, irrigation lines and walls within the right of way. The Area of Common Responsibility for the Lake Carolina Master Association, Inc. excludes paved road surfaces, curbing, road drainage facilities, utility lines or other infrastructure within such rights of way.

Property shown on the plat as lying within the platted right of way of roads other than Lake Carolina Boulevard or Lake Carolina Drive is an Area of Common Responsibility of the applicable subdivision owners association, to the extent of any graded or landscaped areas, landscaped islands, irrigation lines and walls within the right of way. Unless otherwise expressly stated on the plat, or stated below, or stated in the applicable recorded covenants of the subdivision, however, the Area of Common Responsibility for the subdivision owners association excludes paved road surfaces, curbing, road drainage facilities, utility lines or other infrastructure within such rights of way.

The notes, descriptions of Common Areas and Areas of Common Responsibility, and acreages shown on the plat shall be further corrected to read as set forth Final Plat of on the property subsequently to be recorded in the Register of Deeds for Richland County.



CITY FILE # 241-06MM

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREIN IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY RICHLAND COUNTY SUBDIVISION REGULATIONS AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN THOSE REGULATIONS.

C. LA VERNE STEADMAN  
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR NO. 7883

HARBORSIDE PARCEL 4 PHASE 8 DEVELOPMENT DATA  
 PHASE 8 ACREAGE 6.71 ACRES  
 ZONE COMMON AREA (LOTS 371 TO 378) 0.51 ACRES  
 SMALLEST LOT 2835 SF  
 TOTAL NUMBER OF LOTS 10 LOTS  
 LENGTH OF ROADWAY/ALLEYWAY 0.15 MILES  
 CURRENT ZONING PUD-2-TND

PLANNING & DEVELOPMENT SERVICES  
 RICHLAND COUNTY SOUTH CAROLINA  
 APPROVED FOR RECORDING  
 Date 3 Oct 2023  
 RCF # SD 19-048  
 Signature [Signature]

SETBACK REQUIREMENTS:  
 ALL DEVELOPMENT AND CONSTRUCTION, INCLUDING MINIMUM SETBACK REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE LAKE CAROLINA AMENDED PUD-2 TRADITIONAL NEIGHBORHOOD DISTRICT DESIGN CRITERIA-(ORDINANCE NO. 036-01HR) PURSUANT OF THE FOLLOWING DESIGNATION- NEIGHBORHOOD GENERAL - LOTS 371-380

OWNER:  
 LAKE CAROLINA DEVELOPMENT, INC.  
 1276 ASSEMBLY STREET  
 COLUMBIA, SOUTH CAROLINA 29201  
 (803) 865-5460

SEWER PROVIDER  
 PALMETTO UTILITIES, INC.  
 1710 WOODCREEK FARMS ROAD  
 ELGIN, SC 29045  
 803-699-2409  
 ATT: MR. STAN JONES

WATER PROVIDER  
 CITY OF COLUMBIA  
 POST OFFICE BOX 147  
 COLUMBIA, SC 29217  
 803-545-3400

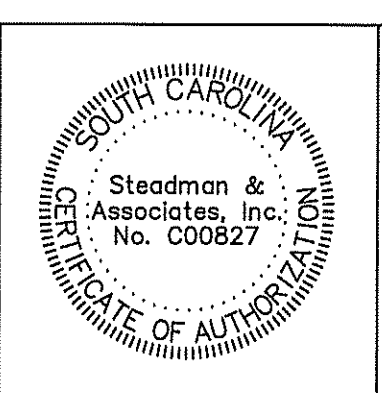
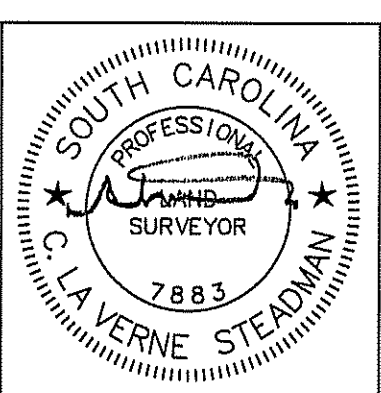
No.	REVISION	DATE	BY	APP.
1	ADDED BUILDING SETBACKS	7.16.21	CTC	CLS
2	ADDED TMS NUMBERS FOR LOTS	8.5.21	CTC	CLS
3	REVISED ROW AT LOTS 379/380, TO BE DEEDED TO DEVELOPER	7.21.23	CTC	CLS

I hereby state that to the best of my knowledge, information, and belief the survey shown herein was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein. Also there are no visible encroachments of projections other than shown and according to National Flood Insurance Program (Flood Insurance Rate Map for Richland County - Panel No 45079C0142L (dated December 21, 2017), this property appears to be partially located within a currently designated Flood Hazard Zone.

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR NO. 7883

Steadman Associates, Inc.  
 SURVEYING PLANNING DESIGN  
 301 CARLSLE STREET - SUITE 103 COLUMBIA, SC. 29205  
 TEL. (803) 799-4300 E-MAIL: LAVERNESTEADMAN@SCRR.COM

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DATE: JUNE 7, 2021  
 SCALE: 1" = 50'  
 DRAWN: CTC  
 N.E. No.: 124  
 CHECKED: CLS  
 JOB NO.: 21-022  
 FILE NO.: 21022

HARBORSIDE PARCEL 4 PHASE 8  
 AT LAKE CAROLINA  
 FINAL PLAT  
 RICHLAND COUNTY, NEAR BLYTHEWOOD, SC

SHEET 1 OF 1  
 Drawing No. B-1440,FP

## Richland County Council Request for Action

**Subject:**

Department of Public Works - Jim Hamilton – LB Owens Airport (CUB) Airport – Richland County Code of Ordinances, Chapter 3, Airport

**Notes:**

November 16, 2023 – The Administration and Finance Committee recommended Council approve the updated Airport Ordinance.



**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Christopher S. Eversmann, AAE	<b>Title:</b>	General Manager
<b>Department:</b>	Public Works	<b>Division:</b>	Airport (CUB)
<b>Date Prepared:</b>	September 15, 2023	<b>Meeting Date:</b>	October 24, 2023
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	October 17, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	September 28, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	October 11, 2023
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Richland County Code of Ordinances, Chapter 3, Airport		

**RECOMMENDED/REQUESTED ACTION:**

The Richland County Airport Commission and the staff of the Jim Hamilton - LB Owens Airport (CUB) recommend approval of the updated Airport Ordinance.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

There are no specific fiscal or budgetary implications to this ordinance; it reflects current management practices, service levels, and level of funding.

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

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

The County Attorney’s Office recommended further edits and revisions which were incorporated into the draft ordinance document as attached.

**REGULATORY COMPLIANCE:**

This ordinance update is consistent with FAA Grant assurances and SC Code, Title 55.

**MOTION OF ORIGIN:**

This update of Chapter 3 did not originate with a County Council motion.

#### STRATEGIC & GENERATIVE DISCUSSION:

The existing Airport ordinance is very dated and does not reflect current administration, organization, levels of service, budget and financial management practices, or the Airport development process. This document is an update that addresses all of these areas. Though a longer document, it organizes and streamlines descriptions of essential functions. Among the significant items addressed are:

- Definitions: Adds a section of definitions of technical aviation and airport terminology.
- Organization: Adds a section to reflect current County organization.
- Airport Commission:
  - Reduces the size from nine to seven Commissioners.
  - Consolidates two officer positions into one.
  - Maintains two community representatives and expands the area from which they can be appointed.
  - Emphasizes broad, strategic responsibilities.
- Funding: Addresses Airport funding, grants, fees, rates, and budgets.
- Services: Defines a basic level of Airport services.
- Operations and Facilities: Defines the essential operations, facilities, and airspace imaginary surfaces.
- Tenants: Defines tenants and various tenant businesses and organizations.
- Enforcement: Empowers the Airport General Manager with specific, limited codes enforcement powers on Airport property.

#### ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

- Goal 1: Foster Good governance –
  - Updates, streamlines, and right-sizes the Airport Commission
- Objective 3.1: Align budget to priorities and seek alternative revenue sources
  - Lists FAA and SCAC Airport Development Grants
- Objective 4.3: - Create excellent facilities
  - Accounts for Airport Facility types

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

The Airport Commission conducted a work session on this ordinance on August 31, 2023. The ordinance was recommended for approval by a unanimous vote at their September 11, 2023 meeting.

#### ATTACHMENTS:

1. Proposed Richland County Code of Ordinances, Chapter 3, Airport

**CODE OF ORDINANCES of RICHLAND COUNTY, SOUTH CAROLINA  
CONTAINING THE GENERAL ORDINANCES OF THE COUNTY**

**CHAPTER 3: AIRPORT\***

Cross reference(s)--Department of public works, § 2-192 et seq.; buildings and building regulations, Ch. 6; planning, Ch. 20; roads, highways and bridges, Ch. 21; land development regulations, Ch. 26.

State law reference(s)--Aeronautics generally, SC Code 1976, § 55-1-10 et seq.; Richland-Lexington Airport District, § 55-11-310 et seq.

**ARTICLE I. ADMINISTRATION**

Sec. 3-1. In General

Richland County shall provide a general aviation airport known as the Jim Hamilton – LB Owens Airport. The airport shall be part of The National Plan of Integrated Airport Systems (NPIAS). The primary mission of the Airport is to provide facilities for the safe and efficient use of general aviation aircraft in support of transportation needs and economic development of the Midlands area and the State of South Carolina. The secondary mission is to provide a reliever airport for Columbia Metropolitan Airport (CAE).

Sec. 3-2. Definitions

- (a) (Aircraft) Noise Abatement – Those voluntary aircraft operating procedures developed for use in the vicinity of the airport that minimize the environmental effects of aircraft noise.
- (b) Airport General Manager – The designated County Employee who manages the Jim Hamilton – LB Owens Airport (CUB) on behalf of the Airport Sponsor.
- (c) Airport Overlay District – Per chapter 26 of the Richland County code of Ordinances, Airport Height Restrictive Overlay District. An area surrounding the Airport the purpose of which is to ensure that future land development in the district is compatible with height restrictions associated with airspace imaginary surfaces and anticipated and projected aircraft noise levels. Shall include a map reflecting the district boundaries and other physical characteristics thereof.
- (d) Airport Reference Code (ARC) – A system of code numbers and letters selected for airport planning purposes in accordance with the characteristics of the aircraft for which an airport facility is intended.
- (e) Airport Sponsor – Richland County, the owner of the Airport.
- (f) Airspace Obstruction (to air navigation) – An object, whether existing or planned, permanent or temporary, to include natural vegetative growth on terrain, that penetrates airspace imaginary surfaces. Obstructions are presumed to be hazards to air navigation until a Federal Aviation Administration (FAA) study determines otherwise and must be mitigated by marking or removal.
- (g) ARFF – Aircraft Rescue and Fire Fighting.
- (h) CTAF – Common Traffic Advisory Frequency. Utilizes the same designated frequency as UniCom for the purpose of communication between aircraft.
- (i) Fixed-Base Operator (FBO) – FBO is an entity or person allowed to provide fixed based operations by virtue of an agreement with Richland County.
- (j) Minimum Standards – Those required conditions an operator must meet in order to provide a commercial service on the airport. These standards are required in order to establish conditions

that ensure safe and efficient operation of the airport in accordance with FAA rules, regulations, and guidance as well as industry best practices.

- (k) National Air Transportation Association (NATA) – The public policy group that represents the interests of the general aviation business community before the Congress and federal, state and local government agencies.
- (l) National Airspace System (NAS) – The airspace, navigation facilities, and airports of the United States (US) along with their associated information, services, rules, regulations, policies, procedures, personnel and equipment. It includes components shared jointly with the military.
- (m) National Plan of Integrated Airport Systems (NPIAS) – An inventory of significant US aviation infrastructure assets.
- (n) Part 77 Airspace (more fully, 14 CFR, Part 77) – That collection of imaginary surfaces surrounding an airport runway that establish standards and notification requirements for objects affecting safe aircraft navigation. This notification serves as the basis for evaluating the effect of the construction, facility alteration, or vegetative growth on airborne operating procedures surrounding the airport.
- (o) Specialized Aviation Service Operator (SASO) – Any person or organization who is authorized to conduct business by virtue of a contract with the County, but not engaged in business of an aviation nature within the scope of a Fixed Base Operator (FBO), or a local operation, as defined herein.
- (p) Universal Communication (UniCom) – A non-government air/ground radio communication facility which may provide Airport Advisory Services.

#### Sec. 3-3. Organization.

The Airport shall be assigned to the County Department of Public Works. It shall be managed by a designated General Manager who shall be a County Employee.

#### Sec. 3-4. Applicability.

Provisions of this ordinance apply to The Richland County Airport Commission, airport staff, the Fixed-Base Operator (FBO), Specialized Aviation Service Operators (SASOs), aeronautical and non-aeronautical businesses operating at the Airport, Airport tenants and their guests, and those planning to develop properties in close proximity thereto.

Secs. 3-5 – 3-6. Reserved for Future Use.

### **ARTICLE II. RICHLAND COUNTY AIRPORT COMMISSION**

#### Sec. 3-7. In General.

The county council does hereby establish the Richland County Airport Commission to advise and assist the county council in providing public aviation facilities and services and to promote aviation as an efficient transportation mode and a means of broadening the economic base of Richland County.

#### Sec. 3-8. Composition; terms; officers; meetings.

- (a) The Richland County Airport Commission shall consist of ~~nine (9)~~ seven (7) commissioners to be appointed by the county council; provided, however, that at least two (2) of the appointees shall be designated as "Community Representatives" and reside within a two-mile radius of the Airport. An exhibit showing this area is contained in Appendix A to this Article.
- (b) The term of office of each commissioner shall be for a period of four (4) years or until his successor is appointed and qualified.
- (c) The commission shall elect a chairman each calendar year. The chairman shall be the executive head of the commission. The commission shall choose from among its members a vice chairman, a secretary, and a treasurer. The positions of secretary and treasurer may be combined into a single position by vote of the Commission.
- (d) The commission shall meet at such times and places as determined by the chairman, but shall hold at least one meeting every two months. The Airport General Manager shall serve as administrative assistant to the commission. All meetings of the commission shall be conducted in compliance with the South Carolina Freedom of Information Act (FOIA).
- (e) One or more members of the county council shall be assigned by the chairman of the county council as liaisons to the Airport Commission.

(Ord. No. 1788-88, § I, 9-20-88; Ord. No. 2162-91, § I, 12-3-91)

Sec. 3-9. Authority, duties, and responsibilities.

The commission shall have the following authority, duties, and responsibilities:

- (a) To advise the county council on the operation, maintenance, and development ~~and control~~ of the Jim Hamilton – LB Owens Airport and to recommend to the county council such rules and regulations for the operation of the airport as the commission shall deem advisable.
- (b) To control itself by the vote of a majority of those voting in meetings duly called and held. At all meetings of the commission a majority of its members shall constitute a quorum.
- (c) To adopt bylaws governing its operation, fixing the duties of its officers and their terms of office, and the method of handling its affairs. The bylaws shall not be in conflict with any laws governing the commission.
- (d) To review and approve initial applications for Commercial Aviation Operators and Flight Instruction operations.
- (e) To consider requests and appeals of tenants regarding continued hangar occupancy.

(Ord. No. 1788-88, § II, 9-20-88; Ord. No. 003-96HR, § I, 1-2-96)

Secs. 3-10 – 3-11. Reserved for Future Use.

**ARTICLE III. FINANCE**

Sec. 3-12. In General.

The Airport is a designated enterprise and shall, in accordance with Federal Aviation Administration (FAA) Grant Assurances, seek financial self-sustainment. It shall follow the County's Fiscal Year.

Sec. 3-13. Airport Fund.

The Airport Fund shall be established and maintained in accordance with the rules and accounting practices of government enterprises. County revenue generated through airport operations shall sustain this fund.

Sec. 3-14. Rates and Fees.

A master schedule of airport rates and fees shall be published annually in accordance with the County's budget process.

Sec. 3-15. Grants.

Federal and State Grant funding opportunities to promote the development and maintenance of the Airport consistent with the Airport Capital Improvement Plan (ACIP) and available local matching funds shall be utilized when appropriate.

Sec. 3-16. Hangar lease agreement.

Any person desiring to lease a hangar for the storage of an aircraft at the Jim Hamilton – LB Owens Airport may complete a standard hangar lease agreement supplied by the county and submit the same to the county's leasing agent. Such lease shall be subject to approval by council.

(Code 1976, § 7-1094; Ord. No. 457-77, 10-27-77; Ord. No. 003-96HR, § I, 1-2-96)

Sec. 3-17. Operating budget.

The Airport General Manager shall prepare, on a recurring basis, an Airport operating budget request as part of the County's budget process. This request shall be in accordance with guidance provided by the County Administrator.

Sec. 3-18. Funding.

The county council may appropriate and provide to the Airport Fund such sums of money as a majority of the county council may deem necessary for the purposes of the airport and its operation and maintenance.

(Ord. No. 1788-88, § III, 9-20-88)

Sec. 3-19 Hangar Security Deposits.

A security deposit equal in amount to one-month's rent at the time of the execution of the initial hangar lease shall be collected from the lessee by the leasing agent on behalf of the Airport Sponsor. These funds shall be maintained and accounted for by the Airport Sponsor. If all provisions of the lease are satisfactorily met at the time of termination of the lease, the original amount of the security deposit shall be promptly refunded to the lessee.

Sec. – 3-20. Reserved for Future Use.

**ARTICLE IV. SERVICES**

Sec. 3-21. In General.

The Airport shall offer appropriate aviation and support services in order to ensure the safety and efficiency of the flying public and those patrons using those facilities.

Sec. 3-22. Minimum Standards.

Airport Minimum Standards shall be developed and maintained in order to ensure the quality of operations, facilities, and services at the Airport.

Sec. 3-23. Fixed-Base Operator (FBO).

An FBO shall provide these required services on behalf of Airport tenants and patrons:

- (a) Administering Hangar and other Airport leases
- (b) Operation and Maintenance of the Airport Fuel Farm
- (c) Dispensing Aviation Fuel
- (d) Staffing the Airport Terminal during established hours of operation
- (e) Provide Aircraft Hangar pull-in and pull-out (tug) services for based Aircraft
- (f) Operate Aviation Band Radio Communications on an assigned UniCom / CTAF.
- (g) Removal of disabled aircraft within the Runway or Runway Safety Area (RSA) when authorized in order to restore Airport functioning

If consistent with the any Fixed-Based Operator Agreement with the Airport Sponsor, other optional services may be provided as well, as authorized by the Airport Commission and General Manager.

Sec. 3-24. Flight Training.

Flight Training provided by Certificated Flight Instructors (CFIs) may be offered at the airport as an optional service.

Sec. 3-25. Aircraft Fueling.

Aircraft Fueling may be provided by properly trained FBO Line Staff in accordance with current Fire Codes and NATA standards. Self-service fuel, if offered, may be provided to aircraft operators as well. This Section shall be applicable in the future to electrical charging of aircraft if available.

Sec. 3-26. Specialized Aviation Service Operator (SASO).

Additional aeronautical services may be provided to Airport tenants and patrons by SASO(s) authorized by the Airport General Manager and the Airport Commission in accordance with published Airport Minimum Standards.

Sec. 3-27. Weather.

The Airport shall make ground and facilities available for the placement by others of an automated weather station for the purpose of advising aircraft operators of current conditions.

Secs. 3-28 – 3-29. Reserved for Future Use.

**ARTICLE V. AIRPORT OPERATIONS**

Sec. 3-30. In General.

The Airport shall operate in a manner that promotes safety, efficiency, and long-term preservation of its efficacy.

Sec. 3-31. Rules & Regulations.

A comprehensive set of rules and regulations governing the operation of the Airport shall be maintained and published periodically as recommended by the Airport General Manager and the Airport Commission and approved by county council. These shall be incorporated into an *Airport Manual*.

Sec. 3-32. UniCom / CTAF License.

A license, issued by the Federal Communications Commission (FCC), to operate UniCom / CTAF in support of airport operations on a designated aviation band frequency shall be maintained by the Airport Sponsor.

Sec. 3-33. Clear Airspace and Obstructions.

Part 77 airspace surrounding the Airport shall be managed through the maintenance of Airport Overlay Districts (AODs) enacted by the County and the City. Any obstruction that penetrates this airspace shall be appropriately mitigated by removal or marking.

Sec. 3-34. Imaginary Surfaces.

Imaginary surfaces that make up Part 77 airspace include the following as specifically defined in the Code of Federal Regulations (CFR):

- (a) Primary Surface
- (b) Approach Surface (inner and outer)
- (c) Transitional Surface
- (d) Horizontal Surface
- (e) Conical Surface

Sec. 3-35. Avigation Easements.

Avigation easements may be obtained by the Airport Sponsor as a means of ensuring that it has the rights necessary to mitigate any obstruction.

Sec. 3-36. Airport Overlay Districts.

The County and the City shall enact Airport Overlay District (AODs) ordinances in order to ensure compatible surroundings to the Airport and its operation as well as associated Airspace.

Sec. 3-37. Noise Abatement.

The Airport shall maintain and promote voluntary noise abatement procedures as a means of promoting harmonious conditions with the Airport's neighboring commercial and residential communities.

Sec. 3-38. Prohibited Operations.



The following aircraft operations are prohibited at the airport:

- (a) Parachute Jumping – 14 CFR § 105.23 states (for airports without an operating Air Traffic Control Tower), “No person may conduct a parachute operation, and no pilot in command of an aircraft may allow a parachute operation to be conducted from that aircraft, over or onto any airport unless prior approval has been obtained from the management of the airport to conduct parachute operations over or on that airport.”
- (b) Stunt Flying or Aerobatics – No person shall operate an aircraft in a careless or reckless manner so as endanger the life or property of others by “buzzing”, diving, or low altitude flying.

Sec. 3-39. ARFF Support.

ARFF support shall be provided to the airport by the Richland – Columbia Fire Service. The Chief of the Fire Service shall maintain an adequate cadre of fire fighters available that have received ARFF training from the South Carolina Fire Academy or a like facility.

Sec. 3-40. Operating Motor Vehicles on the Airport.

No Privately Owned Vehicles (POV) shall enter the Airfield (including Runway 31 – 13, Taxiway A, and Stub Taxiways A-1 through A-5) without authorization from the Airport General Manager or, in his absence, senior Airport or FBO Staff. Unauthorized access by POVs or pedestrians is subject to issuance of a citation and a fine of \$,\_\_\_\_. Parking is only authorized in designated areas.

Secs. 3-41 – 3-42. Reserved for future use.

**ARTICLE VI. FACILITIES**

Sec. 3-43. In General.

The Airport shall develop and maintain facilities necessary to ensure the safe, efficient, and financially beneficial operation of the Airport.

Sec. 3-44. Terminal.

A terminal building shall serve as the central location for Airport operations and base for airport staff and the FBO.

Sec. 3-45. Hangars.

Hangars for the storage of appropriately-sized aircraft may be developed, maintained, and leased. Revenue generated shall be deposited into the Airport Fund for the ongoing operation, maintenance, and development of the Airport. If demand for hangars exceeds availability, the Airport General Manager shall maintain a running hangar waiting list which will serve as a basis for assignment of hangars on a first come, first served basis as vacancies occur.

Sec. 3-46. Airfield.

The airfield, and all of its attendant improvements, shall be maintained in order to achieve safe and efficient aircraft operation commensurate with the assigned Airport Reference Code (ARC) of this Airport. The ARC for the airport at the time of publication is B-II.

Sec. 3-47. Planning and Development.

Planning and development of the Airport shall be in accordance with policies, procedures, and best practices promulgated by the Federal Aviation Administration (FAA), the South Carolina Aeronautics Commission (SCAC), and the Airport Sponsor. An Airport Master Plan, an Airport Layout Plan (ALP), and a Capital Improvement Plan (CIP) shall be maintained by the Airport General Manager and updated as needed from time to time. The services of an Airport Planning and Engineering Consultant may be engaged in order to assist in this effort.

Sec. 3-48. Construction and demolition of Airport Facilities.

Airport Facilities shall be constructed and demolished in accordance with the Airport CIP with the concurrence of the County Administrator. Development grant funds from the FAA, the SCAC, or other sources may be used for this purpose.

Secs. 3-49 – 3-50. Reserved for future use.

## **ARTICLE VII. TENANTS**

Sec. 3-51. In General.

Tenants may be aircraft owners who are individuals, businesses, or joint owners. They may also be aeronautical or non-aeronautical businesses or groups promoting aviation.

Sec. 3-52. Hangar Tenants.

Hangars are developed and leased to tenants for the benefit of General Aviation (GA) operators and the safe and secure storage of their aircraft and associated accessories. Limitations may be placed on the continued use of hangars for the storage of aircraft that are not currently airworthy or flyable.

Sec. 3-53. Aviation Organizations.

Aviation organizations that provide education, fellowship, and advocacy also, directly or indirectly, support the operation, growth, and development of the Airport **consistent with the goals of Richland County Council**. They may be based at the Airport and provided meeting space based on availability and consistent with airport operations and fair market value in the case of leased space.

Sec. 3-54. Businesses (Aeronautical).

Aeronautical businesses may be an FBO, a SASO, or another business that functions directly to support the Airport or other aviation or aerospace industries. They may be based at the Airport under the provisions of a lease agreement or other contractual instrument approved by the county council. The Airport General Manager shall operate a system by which other Commercial Airport Operators, such as

vendors providing services on behalf of other tenants, are officially permitted and meet appropriate minimum standards.

Sec. 3-55. Businesses (non-Aeronautical).

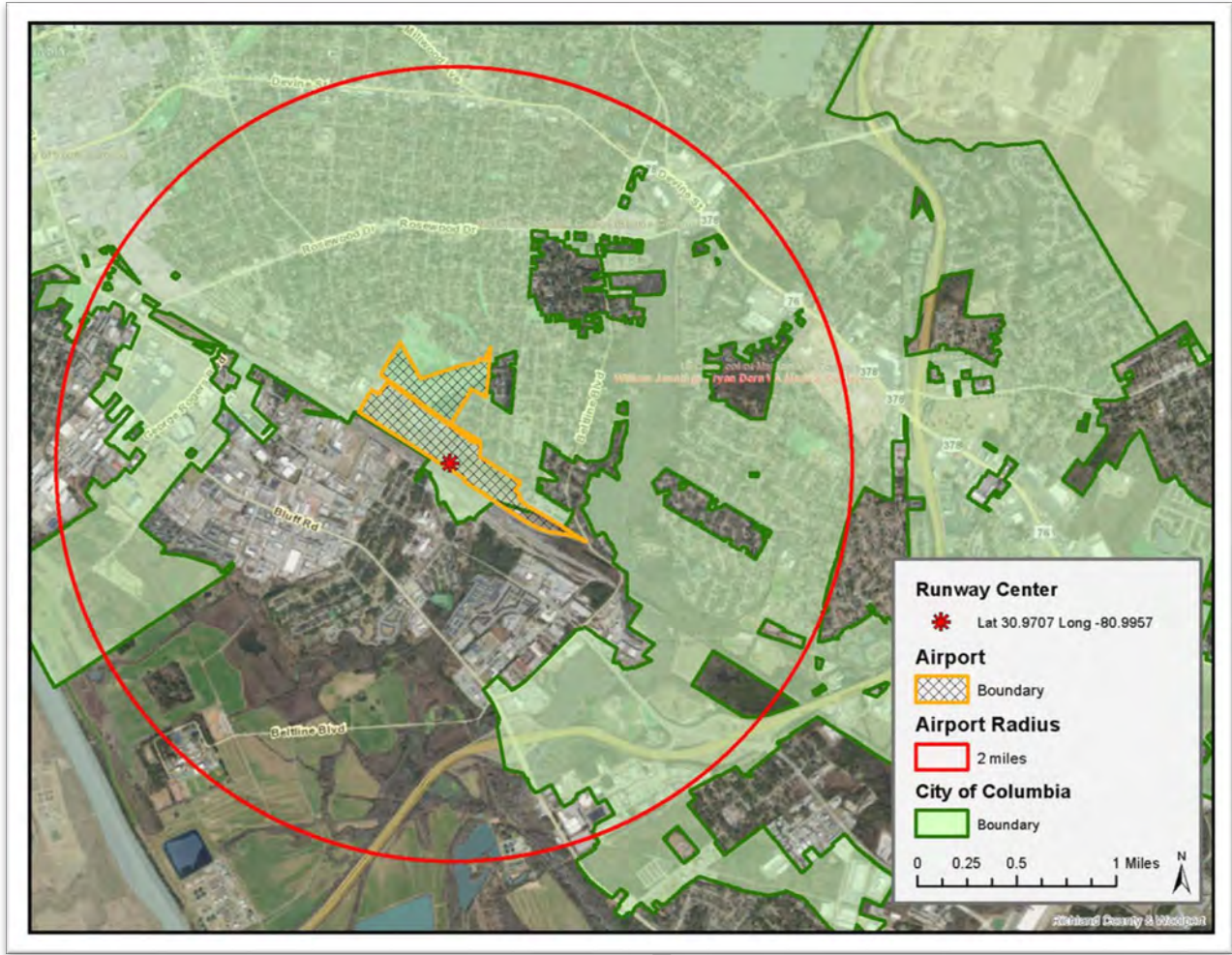
Non-aeronautical businesses may be based at the airport under the provisions of a lease agreement or other contractual instrument approved by the County Council. The Airport General Manager shall operate a system by which other Commercial Airport Operators, such as vendors providing services on behalf of other tenants, are officially permitted and meet appropriate minimum standards.

#### **ARTICLE VIII. ENFORCEMENT**

Sec. 3-55. In General.

The Airport General Manager shall be responsible for enforcing all rules and regulations contained herein and that may be established in the *Airport Manual*. Such enforcement shall be conducted in a fair, equitable, and non-discriminatory manner. The Airport General Manager shall be commissioned as a County Codes Enforcement Officer with authority limited to enforcement of this ordinance and regulations contained in the *Airport Manual* on Airport property and may issue citations for violations thereof.

Secs. 3-56 – 3-57. Reserved for future use.



Community Representative area (2-mile radius)

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Appendix A



**Agenda Briefing Addendum**

<b>Prepared by:</b>	Peter Cevallos	<b>Title:</b>	General Manager
<b>Department:</b>	Public Works	<b>Division:</b>	Jim Hamilton – LB Owens Airport (CUB)
<b>Date Prepared:</b>	October 25, 2023	<b>Meeting Date:</b>	October 24, 2023
<b>Approved for Consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
<b>Committee/Meeting:</b>	Development & Services		
<b>Agenda Item:</b>	4a. Department of Public Works - Jim Hamilton – LB Owens Airport (CUB) – Richland County Code of Ordinances, Chapter 3, Airport		

**COUNCIL INQUIRY #1:**

Please explain the rationale for reducing the number of Airport commissioners.

*Reply:*

The Richland County Airport Commission (RCAC) recommends reducing the number of participating members from nine (9) members to seven (7) based on the conclusion that having nine (9) members frequently challenges the RCAC to establish a meeting quorum to conduct its normal business, and this reduction will create a more efficient and effective body. Further, the current number exceeds the standard the SC Aeronautics Commission and other state peer airports utilize to discharge their comparable duties and responsibilities.

**COUNCIL INQUIRY#2:**

How will the commission be reduced to seven (7) members if there are currently nine (9) members appointed and serving?

*Reply:*

The RCAC membership will be reduced through normal attrition and retirement of the participating members. As those longest serving members conclude their terms, those specific positions will not be filled.

**COUNCIL INQUIRY#3:**

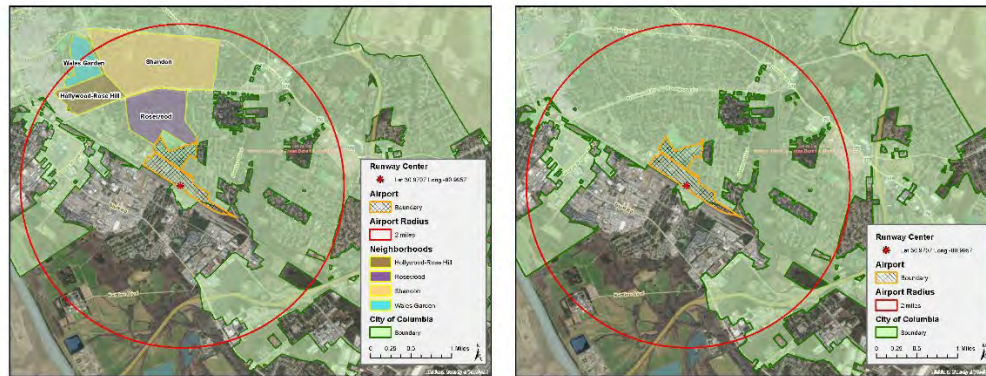
Prior to the recommended changes, how large was the size of the area where the community representatives were found and/or from what neighborhoods were they appointed/designated? Was the area/neighborhoods defined in an ordinance?

*Reply:*

Per Section 3-21 (b): “The Richland County Airport Commission shall consist of nine (9) commissioners to be appointed by the county council; provided, however, that at least two (2) of the appointees shall reside in either the Rosewood, Shandon, or Hollywood-Rose Hill-Wales Garden area.”

The Commission has recommended a larger recruitment area. The image on the left shows the highlighted neighborhoods as identified by the current ordinance. The image on the right illustrates the recommended two-mile radius which provides a much larger area from which to recruit neighborhood representatives. A larger version of the below image is included as Attachment 3.

*Airport ordinance (draft)*



**COUNCIL INQUIRY#3:**

The committee has requested a “Track Changes” version of the manual which includes the markup of the text.

*Reply:*

Please see attachment 1.

**ATTACHMENTS:**

1. Track Changes of Ordinance
2. Current County Ordinance
3. Proposed recruitment area

CODE OF ORDINANCES of RICHLAND COUNTY, SOUTH CAROLINA  
CONTAINING THE GENERAL ORDINANCES OF THE COUNTY

CHAPTER 3: AIRPORT\*

Cross reference(s)--Department of public works, § 2-192 et seq.; buildings and building regulations, Ch. 6; planning, Ch. 20; roads, highways and bridges, Ch. 21; land development regulations, Ch. 26.

State law reference(s)--Aeronautics generally, SC Code 1976, § 55-1-10 et seq.; Richland-Lexington Airport District, § 55-11-310 et seq.

ARTICLE I. ADMINISTRATION

Sec. 3-1. In General

Richland County shall provide a general aviation airport known as the Jim Hamilton – LB Owens Airport. The airport shall be part of The National Plan of Integrated Airport Systems (NPIAS). The primary mission of the Airport is to provide facilities for the safe and efficient use of general aviation aircraft in support of transportation needs and economic development of the Midlands area and the State of South Carolina. The secondary mission is to provide a reliever airport for Columbia Metropolitan Airport (CAE).

Sec. 3-2. Definitions

- (a) (Aircraft) Noise Abatement – Those voluntary aircraft operating procedures developed for use in the vicinity of the airport that minimize the environmental effects of aircraft noise.
- (b) Airport General Manager – The designated County Employee who manages the Jim Hamilton – LB Owens Airport (CUB) on behalf of the Airport Sponsor.
- (c) Airport Overlay District – Per chapter 26 of the Richland County code of Ordinances, Airport Height Restrictive Overlay District. An area surrounding the Airport the purpose of which is to ensure that future land development in the district is compatible with height restrictions associated with airspace imaginary surfaces and anticipated and projected aircraft noise levels. Shall include a map reflecting the district boundaries and other physical characteristics thereof.
- (d) Airport Reference Code (ARC) – A system of code numbers and letters selected for airport planning purposes in accordance with the characteristics of the aircraft for which an airport facility is intended.
- (e) Airport Sponsor – Richland County, the owner of the Airport.
- (f) Airspace Obstruction (to air navigation) – An object, whether existing or planned, permanent or temporary, to include natural vegetative growth on terrain, that penetrates airspace imaginary surfaces. Obstructions are presumed to be hazards to air navigation until a Federal Aviation Administration (FAA) study determines otherwise and must be mitigated by marking or removal.
- (g) ARFF – Aircraft Rescue and Fire Fighting.
- (h) CTAF – Common Traffic Advisory Frequency. Utilizes the same designated frequency as UniCom for the purpose of communication between aircraft.
- (i) Fixed-Base Operator (FBO) – FBO is an entity or person allowed to provide fixed based operations by virtue of an agreement with Richland County.
- (j) Minimum Standards – Those required conditions an operator must meet in order to provide a commercial service on the airport. These standards are required in order to establish conditions

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Deleted: ny person who shall have entered into a written lease or agreement with the County for the use of any building, shop, or hangar, or for the site upon which such a building might be erected, and who by further agreement, guarantees to provide, on the Airport, certain services to the public.



that ensure safe and efficient operation of the airport in accordance with FAA rules, regulations, and guidance as well as industry best practices.

- (k) National Air Transportation Association (NATA) – The public policy group that represents the interests of the general aviation business community before the Congress and federal, state and local government agencies.
- (l) National Airspace System (NAS) – The airspace, navigation facilities, and airports of the United States (US) along with their associated information, services, rules, regulations, policies, procedures, personnel and equipment. It includes components shared jointly with the military.
- (m) National Plan of Integrated Airport Systems (NPIAS) – An inventory of significant US aviation infrastructure assets.
- (n) Part 77 Airspace (more fully, 14 CFR, Part 77) – That collection of imaginary surfaces surrounding an airport runway that establish standards and notification requirements for objects affecting safe aircraft navigation. This notification serves as the basis for evaluating the effect of the construction, facility alteration, or vegetative growth on airborne operating procedures surrounding the airport.
- (o) Specialized Aviation Service Operator (SASO) – Any person or organization who is authorized to conduct business by virtue of a contract with the County, but not engaged in business of an aviation nature within the scope of a Fixed Base Operator (FBO), or a local operation, as defined herein.
- (p) Universal Communication (UniCom) – A non-government air/ground radio communication facility which may provide Airport Advisory Services.

Sec. 3-3. Organization.

The Airport shall be assigned to the County Department of Public Works. It shall be managed by a designated General Manager who shall be a County Employee.

**Deleted:** The Airport General Manager shall be guided in his duties by a County Job Description (JD) and classified according to the County's employee classification and compensation system.

Sec. 3-4. Applicability.

Provisions of this ordinance apply to The Richland County Airport Commission, [airport staff](#), the Fixed-Base Operator (FBO), Specialized Aviation Service Operators (SASOs), [aeronautical](#) and non-[aeronautical businesses](#) operating at the Airport, Airport tenants and their guests, and those planning to develop properties in close proximity thereto.

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Secs. 3-5 – 3-6. Reserved for Future Use.

**ARTICLE II. RICHLAND COUNTY AIRPORT COMMISSION**

Sec. 3-7. In General.

The county council does hereby establish the Richland County Airport Commission to advise and assist the county council in providing public aviation facilities and services and to promote aviation as an efficient transportation mode and a means of broadening the economic base of Richland County.

Sec. 3-8. Composition; terms; officers; meetings.

- (a) The Richland County Airport Commission shall consist of ~~nine (9)~~ seven (7) commissioners to be appointed by the county council; provided, however, that at least two (2) of the appointees shall be designated as "Community Representatives" and reside within a two-mile radius of the Airport. An exhibit showing this area is contained in [Appendix A to this Article](#).
- (b) The term of office of each commissioner shall be for a period of four (4) years or until his successor is appointed and qualified.
- (c) The commission shall elect a chairman each calendar year. The chairman shall be the executive head of the commission. The commission shall choose from among its members a vice chairman, a secretary, and a treasurer. The positions of [secretary](#) and [treasurer](#) may be combined into a single position by vote of the Commission.
- (d) The commission shall meet at such times and places as determined by the chairman, but shall hold at least one meeting every two months. The Airport General Manager shall serve as administrative assistant to the commission. All meetings of the commission shall be conducted in compliance with the South Carolina Freedom of Information Act (FOIA).
- (e) One or more members of the [county council](#) shall be assigned by the [chairman](#) of the [county council](#) as liaisons to the Airport Commission.

(Ord. No. 1788-88, § I, 9-20-88; Ord. No. 2162-91, § I, 12-3-91)

Sec. 3-9. Authority, duties, and responsibilities.

The commission shall have the following authority, duties, and responsibilities:

- (a) To advise the county council on the operation, maintenance, and development ~~and control~~ of the Jim Hamilton – LB Owens Airport and to recommend to the county council such rules and regulations for the operation of the airport as the commission shall deem advisable.
- (b) To control itself by the vote of a majority of those voting in meetings duly called and held. At all meetings of the commission a majority of its members shall constitute a quorum.
- (c) To adopt bylaws governing its operation, fixing the duties of its officers and their terms of office, and the method of handling its affairs. The bylaws shall not be in conflict with any laws governing the commission.
- (d) To review and approve initial applications for Commercial Aviation Operators and Flight Instruction operations.
- (e) To consider requests and appeals of tenants regarding continued hangar occupancy.

(Ord. No. 1788-88, § II, 9-20-88; Ord. No. 003-96HR, § I, 1-2-96)

Secs. 3-10 – 3-11. Reserved for Future Use.

**ARTICLE III. FINANCE**

Sec. 3-12. In General.

The Airport is a designated enterprise and shall, in accordance with Federal Aviation Administration (FAA) Grant Assurances, seek financial self-sustainment. It shall follow the County's Fiscal Year.

Sec. 3-13. Airport Fund.

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The Airport Fund shall be established and maintained in accordance with the rules and accounting practices of government enterprises. County revenue generated through airport operations shall sustain this fund.

Sec. 3-14. Rates and Fees.

A master schedule of airport rates and fees shall be published annually in accordance with the County's budget process.

Sec. 3-15. Grants.

Federal and State Grant funding opportunities to promote the development and maintenance of the Airport consistent with the Airport Capital Improvement Plan (ACIP) and available local matching funds shall be utilized when appropriate.

Sec. 3-16. Hangar lease agreement.

Any person desiring to lease a hangar for the storage of an aircraft at the Jim Hamilton – LB Owens Airport may complete a standard hangar lease agreement supplied by the county and submit the same to the county's leasing agent. Such lease shall be subject to approval by council. (Code 1976, § 7-1094; Ord. No. 457-77, 10-27-77; Ord. No. 003-96HR, § 1, 1-2-96)

**Deleted:** (See section 2-29 this Code and state law.)

Sec. 3-17. Operating budget.

The Airport General Manager shall prepare, on a recurring basis, an Airport operating budget request as part of the County's budget process. This request shall be in accordance with guidance provided by the County Administrator.

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Sec. 3-18. Funding.

The county council may appropriate and provide to the [Airport Fund](#) such sums of money as a majority of the county council may deem necessary for the purposes of the airport and its operation and maintenance. (Ord. No. 1788-88, § III, 9-20-88)

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Sec. 3-19 Hangar Security Deposits.

A security deposit equal in amount to one-month's rent at the time of the execution of the initial hangar lease shall be collected from the lessee by the leasing agent on behalf of the Airport Sponsor. These funds shall be maintained and accounted for by the Airport Sponsor. If all provisions of the lease are satisfactorily met at the time of termination of the lease, the original amount of the security deposit shall be promptly refunded to the [lessee](#).

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Sec. – 3-20. Reserved for Future Use.

**ARTICLE IV. SERVICES**

Sec. 3-21. In General.

The Airport shall offer appropriate aviation and support services in order to ensure the safety and efficiency of the flying public and those patrons using those facilities.

Sec. 3-22. Minimum Standards.

Airport Minimum Standards shall be developed and maintained in order to ensure the quality of operations, facilities, and services at the [Airport](#).

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Sec. 3-23. Fixed-Base Operator (FBO).

An FBO shall provide these required services on behalf of Airport tenants and patrons:

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- (a) Administering Hangar and other Airport leases
- (b) Operation and Maintenance of the Airport Fuel Farm
- (c) Dispensing Aviation Fuel
- (d) Staffing the Airport Terminal during established hours of operation
- (e) Provide Aircraft Hangar pull-in and pull-out (tug) services for based Aircraft
- (f) Operate Aviation Band Radio Communications on an assigned UniCom / CTAF.
- (g) Removal of disabled aircraft within the Runway or Runway Safety Area (RSA) when authorized in order to restore Airport functioning

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if consistent with the any Fixed-Based Operator Agreement with the Airport Sponsor, other optional services may be provided as well, as authorized by the Airport Commission and General Manager.

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Sec. 3-24. Flight Training.

Flight Training provided by Certificated Flight Instructors (CFIs) may be offered at the airport as an optional service.

Sec. 3-25. Aircraft Fueling.

Aircraft Fueling may be provided by properly trained FBO Line Staff in accordance with current Fire Codes and NATA standards. Self-service fuel, if offered, may be provided to aircraft operators as well. This Section shall be applicable in the future to electrical charging of aircraft if available.

Sec. 3-26. Specialized Aviation Service Operator (SASO).

Additional aeronautical services may be provided to [Airport](#) tenants and patrons by SASO(s) authorized by the [Airport General Manager](#) and the [Airport Commission](#) in accordance with published [Airport Minimum Standards](#).

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Sec. 3-27. Weather.

The Airport shall make ground and facilities available for the placement by others of an automated weather station for the purpose of advising aircraft operators of current conditions.

Secs. 3-28 – 3-29. Reserved for Future Use.

**ARTICLE V. AIRPORT OPERATIONS**

Sec. 3-30. In General.

The Airport shall operate in a manner that promotes safety, efficiency, and long-term preservation of its efficacy.

Sec. 3-31. Rules & Regulations.

A comprehensive set of rules and regulations governing the operation of the Airport shall be maintained and published periodically as recommended by the Airport General Manager and the Airport Commission and approved by county council. These shall be incorporated into an *Airport Manual*.

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Sec. 3-32. UniCom / CTAF License.

A license, issued by the Federal Communications Commission (FCC), to operate UniCom / CTAF in support of airport operations on a designated aviation band frequency shall be maintained by the Airport Sponsor.

Sec. 3-33. Clear Airspace and Obstructions.

Part 77 airspace surrounding the Airport shall be managed through the maintenance of Airport Overlay Districts (AODs) enacted by the County and the City. Any obstruction that penetrates this airspace shall be appropriately mitigated by removal or marking.

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Sec. 3-34. Imaginary Surfaces.

Imaginary surfaces that make up Part 77 airspace include the following as specifically defined in the Code of Federal Regulations (CFR):

- (a) Primary Surface
- (b) Approach Surface (inner and outer)
- (c) Transitional Surface
- (d) Horizontal Surface
- (e) Conical Surface

Sec. 3-35. Avigation Easements.

Avigation easements may be obtained by the Airport Sponsor as a means of ensuring that it has the rights necessary to mitigate any obstruction.

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Sec. 3-36. Airport Overlay Districts.

The County and the City shall enact Airport Overlay District (AODs) ordinances in order to ensure compatible surroundings to the Airport and its operation as well as associated Airspace.

Sec. 3-37. Noise Abatement.

The Airport shall maintain and promote voluntary noise abatement procedures as a means of promoting harmonious conditions with the Airport's neighboring commercial and residential communities.

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Sec. 3-38. Prohibited Operations.

The following aircraft operations are prohibited at the airport:

- (a) Parachute Jumping – 14 CFR § 105.23 states (for airports without an operating Air Traffic Control Tower), “No person may conduct a parachute operation, and no pilot in command of an aircraft may allow a parachute operation to be conducted from that aircraft, over or onto any airport unless prior approval has been obtained from the management of the airport to conduct parachute operations over or on that airport.”
- (b) Stunt Flying or Aerobatics – No person shall operate an aircraft in a careless or reckless manner so as endanger the life or property of others by “buzzing”, diving, or low altitude flying.

Sec. 3-39. ARFF Support.

ARFF support shall be provided to the airport by the Richland – Columbia Fire Service. The Chief of the Fire Service shall maintain an adequate cadre of fire fighters available that have received ARFF training from the South Carolina Fire Academy or a like facility.

Sec. 3-40. Operating Motor Vehicles on the Airport.

No Privately Owned Vehicles (POV) shall enter the Airfield (including Runway 31 – 13, Taxiway A, and Stub Taxiways A-1 through A-5) without authorization from the Airport General Manager or, in his absence, senior Airport or FBO Staff. Unauthorized access by POVs or pedestrians is subject to issuance of a citation and a fine of \$,\_\_\_\_. Parking is only authorized in designated areas.

Secs. 3-41 – 3-42. Reserved for future use.

## ARTICLE VI. FACILITIES

Sec. 3-43. In General.

The Airport shall develop and maintain facilities necessary to ensure the safe, efficient, and financially beneficial operation of the [Airport](#).

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Sec. 3-44. Terminal.

A terminal building shall serve as the central location for [Airport](#) operations and base for airport staff and the FBO.

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Sec. 3-45. Hangars.

Hangars for the storage of appropriately-sized aircraft may be developed, maintained, and leased. Revenue generated shall be deposited into the [Airport Fund](#) for the ongoing operation, maintenance, and development of the [Airport](#). If demand for hangars exceeds availability, the [Airport General Manager](#) shall maintain a running hangar waiting list which will serve as a basis for assignment of hangars on a first come, first served basis as vacancies occur.

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Sec. 3-46. Airfield.

The airfield, and all of its attendant improvements, shall be maintained in order to achieve safe and efficient aircraft operation commensurate with the assigned Airport Reference Code (ARC) of this [Airport](#). The ARC for the airport at the time of publication is B-II.

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Sec. 3-47. Planning and Development.

Planning and development of the [Airport](#) shall be in accordance with policies, procedures, and best practices promulgated by the Federal Aviation Administration (FAA), the South Carolina Aeronautics Commission (SCAC), and the Airport Sponsor. An Airport Master Plan, an Airport Layout Plan (ALP), and a Capital Improvement Plan (CIP) shall be maintained by the Airport General Manager and updated as needed from time to time. The services of an Airport Planning and Engineering Consultant may be engaged in order to assist in this effort.

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Sec. 3-48. Construction and demolition of Airport Facilities.

Airport Facilities shall be constructed and demolished in accordance with the Airport CIP with the concurrence of the County Administrator. Development grant funds from the FAA, the SCAC, or other sources may be used for this purpose.

Secs. 3-49 – 3-50. Reserved for future use.

**ARTICLE VII. TENANTS**

Sec. 3-51. In General.

Tenants may be aircraft owners who are individuals, businesses, or joint owners. They may also be aeronautical or non-aeronautical businesses or groups promoting aviation.

Sec. 3-52. Hangar Tenants.

Hangars are developed and leased to tenants for the benefit of General Aviation (GA) operators and the safe and secure storage of their aircraft and associated accessories. Limitations may be placed on the continued use of [hangars](#) for the storage of aircraft that are not currently airworthy or flyable.

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Sec. 3-53. Aviation Organizations.

Aviation organizations that provide education, fellowship, and advocacy also, directly or indirectly, support the operation, growth, and development of the Airport **consistent with the goals of Richland County Council**. They may be based at the Airport and provided meeting space based on availability and consistent with airport operations and fair market value in the case of leased space.

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Sec. 3-54. Businesses (Aeronautical).

Aeronautical businesses may be an FBO, a SASO, or another business that functions directly to support the [Airport](#) or other aviation or aerospace industries. They may be based at the [Airport](#) under the provisions of a lease agreement or other contractual instrument approved by the [county council](#). The Airport General Manager shall operate a system by which other Commercial Airport Operators, such as

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vendors providing services on behalf of other tenants, are officially permitted and meet appropriate minimum standards.

Sec. 3-55. Businesses (non-Aeronautical).

Non-aeronautical businesses may be based at the airport under the provisions of a lease agreement or other contractual instrument approved by the County Council. The Airport General Manager shall operate a system by which other Commercial Airport Operators, such as vendors providing services on behalf of other tenants, are officially permitted and meet appropriate minimum standards.

**ARTICLE VIII. ENFORCEMENT**

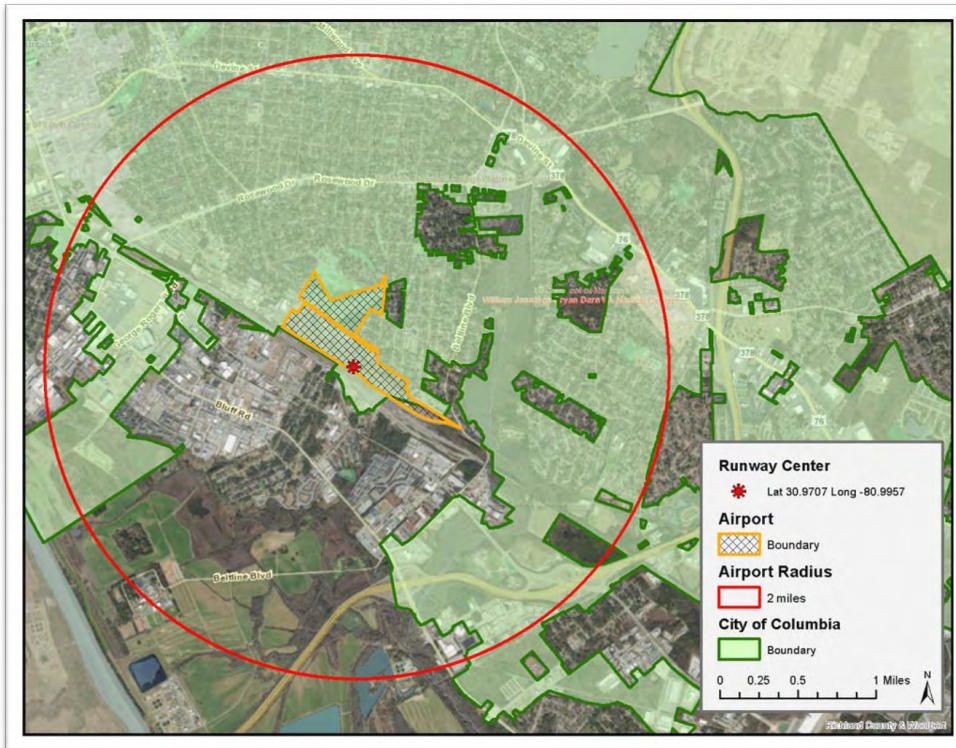
Sec. 3-55. In General.

The Airport General Manager shall be responsible for enforcing all rules and regulations contained herein and that may be established in the *Airport Manual*. Such enforcement shall be conducted in a fair, equitable, and non-discriminatory manner. The Airport General Manager shall be commissioned as a County Codes Enforcement Officer with authority limited to enforcement of this ordinance and regulations contained in the *Airport Manual* on Airport property and may issue citations for violations thereof.

Secs. 3-56 – 3-57. Reserved for future use.

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Community Representative area (2-mile radius)

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[Appendix A](#)

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## CHAPTER 3: AIRPORT\*

**Cross reference(s)**--Department of public works and utilities, § 2-192 et seq.; buildings and building regulations, Ch. 6; planning, Ch. 20; roads, highways and bridges, Ch. 21; land development regulations, Ch. 26.

**State law reference(s)**--Aeronautics generally, S.C. Code 1976, § 55-1-10 et seq.; Richland-Lexington Airport District, § 55-11-310 et seq.

### ARTICLE I. IN GENERAL

#### **Sec. 3-1. Construction of buildings, Columbia Owens Downtown Airport.**

No person shall construct, erect, bring onto or cause or allow to be brought onto any portion of Columbia Owens Downtown Airport any building, structure or fixture without prior written approval of the county administrator. The county administrator shall promulgate regulations setting forth design standards and criteria for all buildings, structures and fixtures to be located at Columbia Owens Downtown Airport. The county administrator shall not issue the written approval required herein unless he or his designee shall certify that the building, structure or fixture corresponds to such design standards and criteria.

(Code 1976, § 7-1091; Ord. No. 457-77, § 1, 10-27-77; Ord. No. 003-96HR, § I, 1-2-96)

#### **Sec. 3-2. Demolition of buildings, Columbia Owens Downtown Airport.**

No person shall alter, move, renovate or demolish any building or structure presently located on any portion of Columbia Owens Downtown Airport without prior written approval of the county administrator. The county administrator shall not issue the written approval required herein unless the person proposing such action shall pay to the county in advance of such action:

- (1) The net dollar amount by which such alteration, moving, renovation or demolition diminishes the entire airport property, or
- (2) A sum set by the county council from time to time, whichever is the greater.

The net dollar amount of such diminution shall be determined by the county assessor.

(Code 1976, § 7-1092; Ord. No. 457-77, § 2, 10-27-77; Ord. No. 003-96HR, § I, 1-2-96)

#### **Sec. 3-3. Rental rates and charges for off-ramp leases.**

Effective as soon as the county administrator shall, upon the advice of the county attorney, deem practical, rental rates and charges for off-ramp leases shall be as follows:

- (1) Monthly rental rate in an amount as set by the county council from time to time;
- (2) Application fee (payable annually upon commencement of or renewal of lease term) in an amount as set by the county council from time to time; provided, however, that the rental rate for the tenant designated as fixed base operator/airport manager shall be a specified percentage of gross receipts, as negotiated by the county administrator and set forth in the lease for the latter tenant.

(Code 1976, § 7-1093; Ord. No. 457-77, 10-27-77)

#### **Sec. 3-4. Lease agreement.**

Any person desiring to lease premises at Columbia Owens Downtown Airport may complete a standard lease agreement supplied by the county and submit the same to the county administrator's office. Such lease shall be subject to approval by council. (See section 2-29 this Code and state law.)

(Code 1976, § 7-1094; Ord. No. 457-77, 10-27-77; Ord. No. 003-96HR, § I, 1-2-96)

#### **Secs. 3-5--3-20. Reserved.**

## ARTICLE II. RICHLAND COUNTY AIRPORT COMMISSION

**Editor's note**--Ord. No. 1788-88, effective Sept. 20, 1988, did not specifically amend the Code and at the discretion of the editor §§ I-III have been included herein as Art. II, §§ 3-21--3-23.

**Cross reference(s)**--Boards, commissions and committees, § 2-326 et seq.

#### **Sec. 3-21. Established; composition; terms; officers; meetings.**

(a) The county council does hereby establish the Richland County Airport Commission to assist the county council in providing public aviation facilities and services and to promote aviation as a means of broadening the economic base of Richland County. The county council does hereby provide for the powers and responsibilities of the Richland County Airport Commission and the terms and duties of the airport commissioners.

(b) The Richland County Airport Commission shall consist of nine (9) commissioners to be appointed by the county council; provided, however, that at least two (2) of the appointees shall reside in either the Rosewood, Shandon, or Hollywood-Rose Hill-Wales Garden area.

(c) The term of office of each commissioner shall be for a period of four (4) years or until his successor is appointed and qualified. The initial appointment shall be made in staggered terms. The four (4) commission candidates receiving the most votes shall initially be appointed for four (4) years and the three candidates receiving the next higher votes shall initially be appointed for two (2) years.

(d) The commission shall elect a chairman. The chairman shall be the executive head of the commission. The commission shall choose from among its members a vice chairman, a secretary and a treasurer.

(e) The commission shall meet at such times and places as determined by the chairman, but shall hold at least one meeting each quarter. The county administrator or a member of the county staff appointed by the administrator shall serve as administrative assistant to the commission. All meetings of the commission shall be conducted in compliance with the South Carolina Freedom of Information Act.

(Ord. No. 1788-88, § I, 9-20-88; Ord. No. 2162-91, § I, 12-3-91)

### **Sec. 3-22. Authority, duties and responsibilities.**

The commission shall have the following authority, duties and responsibilities:

- (a) To advise the county council on the development and control of Columbia Owens Downtown Airport and to recommend to the county council such rules and regulations for the operation of the airport as the commission shall deem advisable.
- (b) To control itself by the vote of a majority of those voting in meetings duly called and held. At all meetings of the commission a majority of its members shall constitute a quorum.
- (c) To adopt bylaws governing its operation, fixing the duties of its officers and their terms of office, and the method of handling its affairs. The bylaws shall not be in conflict with any laws governing the commission.
- (d) To recommend to the county administrator such agents and employees as the business of the commission requires.
- (e) To make recommendations regarding contracts to the county council.
- (f) To advise the county council regarding any gifts or donations from any source for the purpose of maintaining, operating, extending and improving Columbia Owens Downtown Airport.
- (g) To advise the county council of the acquisition, in the name of Richland County, of property, real and personal, by purchase, and Richland County may condemn any land, easements or personalty the commission may deem necessary for the purpose of developing the airport and for protecting its airplane landing field.
- (h) To advise the county council on the leasing of any property, real or personal, in its care, and to use all funds received from such transactions to carry out the purposes for which the commission is established.
- (i) To promote aviation-related actions that will result in a broadening of the county's economic base.
- (j) To establish aviation service and facility goals for Richland County.
- (k) To guide, and/or advise the county administrator's office and its consultants in the preparation and updating of airport master plans and to recommend to county council the adoption of completed plans and amendments.
- (l) To advise the Central Midlands Regional Planning Commission and the county council of actions necessary to maintain adequate growth space, airspace clear zones, and noise buffers around the airport.
- (m) To advise the county council in the planning and construction of any new airport facilities.
- (n) To recommend annual funding priorities for airport construction, maintenance, and operation to be considered in preparing the county budget.
- (o) To maintain continuing contact with the Federal Aviation Administration and the South Carolina Aeronautics Commission and solicit their support in achieving county aviation goals.
- (p) To conduct public hearings and take other actions to solicit consumer and general citizen participation in decisions regarding county airport facilities and services.
- (q) To recommend to the county council execution contracts with fixed base operators and other private services operating out of Columbia Owens Downtown Airport. All such contracts shall contain minimum performance standards.
- (r) To monitor the performance of fixed base operators and other private services operating out of Columbia Owens Downtown Airport and where authorized to recommend corrective action to enforce performance standards.
- (s) To propose regulations for Columbia Owens Downtown Airport which promote operating safety, security of private equipment and fair allocation of county aviation resources. Regulations shall be submitted to the county council for adoption as county ordinances.
- (t) To provide the county council direct guidance from the consumers of tax dollars spent on aviation.

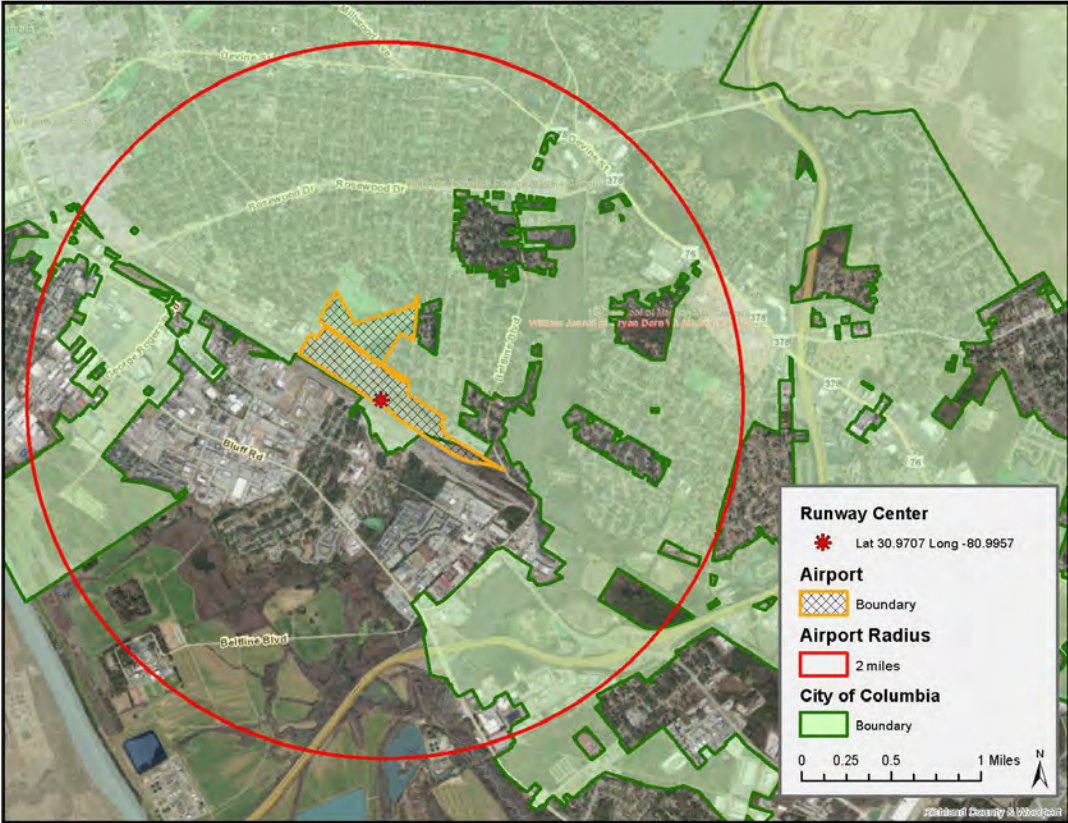
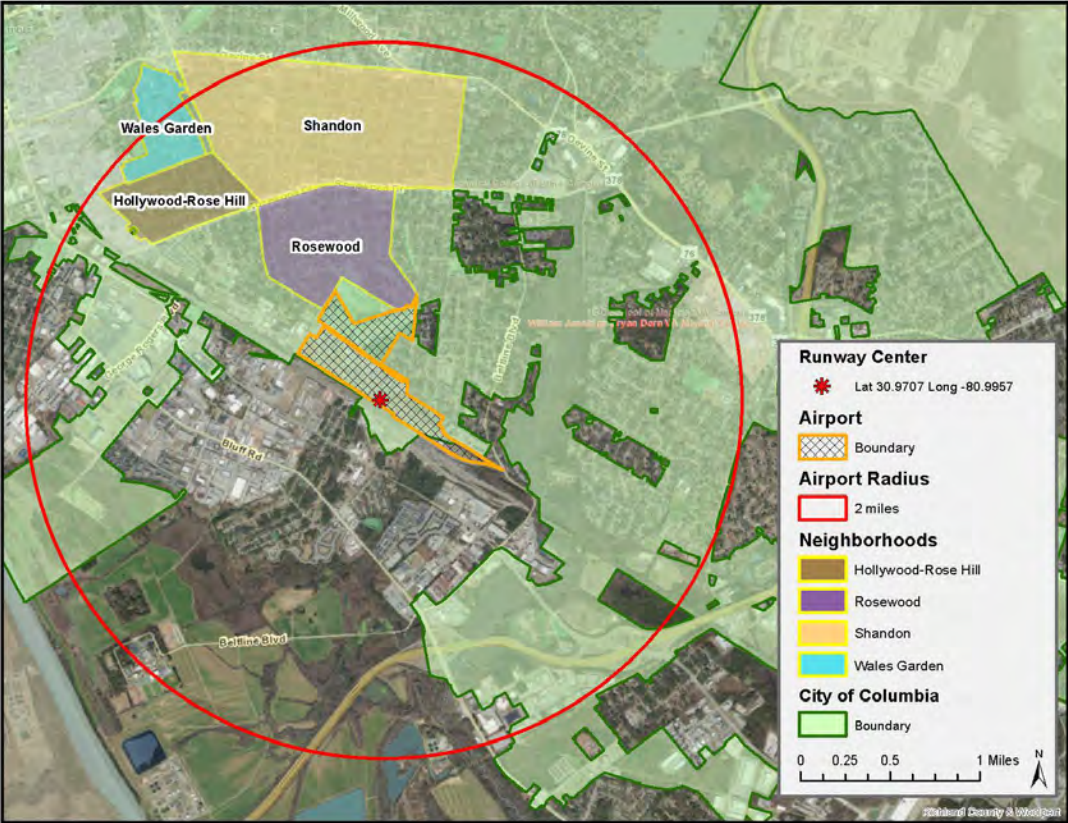
(Ord. No. 1788-88, § II, 9-20-88; Ord. No. 003-96HR, § I, 1-2-96)

### **Sec. 3-23. Funding.**

The county council may appropriate and donate to the commission such sums of money as a majority of the county council may deem necessary for the purposes of the commission.



# Airport ordinance (draft)



## Richland County Council Request for Action

**Subject:**

Community Planning & Development - Conservation Division - Columbia Rowing Club Operating Agreement

**Notes:**

November 16, 2023 – The Administration and Finance Committee recommended Council approve a new Richland County and Columbia Rowing Club (CRC) five-year Operating Agreement.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Quinton Epps	<b>Title:</b>	Division Manager
<b>Department:</b>	Community Planning & Development	<b>Division:</b>	Conservation
<b>Date Prepared:</b>	October 17, 2023	<b>Meeting Date:</b>	November 16, 2023
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	October 20, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	November 3, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	November 7, 2023
<b>Approved for consideration:</b>	Assistant County Administrator	Aric A Jensen, AICP	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Columbia Rowing Club - Operating Agreement		

**RECOMMENDED/REQUESTED ACTION:**

The Richland County Conservation Commission (RCCC) recommends the approval of a new Richland County and Columbia Rowing Club (CRC) five (5)-year Operating Agreement.

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:**

Annual maintenance cost estimates for the Broad River Rd property including road, boat shed, grounds, staff time, trash pick-up and mileage are approximately \$6,402 per year.

*Applicable department/grant key and object codes:* GL-1209451000, 1216302000-523300, 1100317000-522800.

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

None applicable.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

None applicable.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

## STRATEGIC & GENERATIVE DISCUSSION:

Since 1999, the Columbia Rowing Club (CRC), a 501(c) 3 charitable organization, has operated a member-only rowing facility on a one (1) acre portion of a 30 acre property owned by Richland County near the I-20 Broad River crossing.

On April 21, 2009, Richland County and the CRC formally entered into a five (5) year Operating Agreement, which was extended on July 10, 2014 for one (1) year, and the extended again on April 7, 2015 for five (5) years. At this time, it is recommended that Council approve an updated renewal of the Operating Agreement with Columbia Rowing Club for a new five (5) year period.

Prior to December 2014, access to the entire 30 acre property was controlled by a single gate located on Omarest Dr. Subsequently, a second gate was installed to secure the boat house and launching area utilized by CRC, and a portion of the remaining 29 acres was improved with a rudimentary parking area, trash cans, and posted rules of operation, consistent with the 2010 Broad River Road Corridor and Community Master Plan.

During the October 2015 flood, the dock utilized by CRC was damaged beyond repair. In January 2016, a dock valued at \$60,000 was donated to the County by EZ Dock, and in March 2016, the County approved installation of the EZ Dock which occurred in April 2017.

Between 2003 and 2014, the Columbia Regional Sports Council estimated that the CRC rowing club and related events had an annual economic impact in excess of \$42,000. The estimated annual economic impact increased to \$71,036 in 2018, attributed to the new dock and the County's improvements. However, regional storms during the week of February 5, 2020 caused the Broad River to reach flood levels, resulting in extensive damage to property, including:

- flooding approximately 6 to 7 feet deep in the boat house;
- debris and mud inside the boat house;
- damaged boats and equipment;
- roads blocked by large trees, limbs, and other debris;
- the loss of the EZ Loading Dock and pilings damaged the dock ramp, railings, fence, and concrete ramp foundation.

At this time CRC desires to enter into new five (5) year agreement, substantially similar to previous agreements. Please see the attached CRC Agreement approved by the RCCC at its October 16, 2023 meeting.

## ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

The use of the Broad River Road property by the CRC has met and continues to meet portions of five (5) of the Strategic Goals in the Strategic Planning Report for Richland County dated June 29, 2022 as outlined below:

- Goal 2: Invest in Economic Development;
  - Objective 2.2: Evaluate the community specific capacity for additional shopping and amenity recruitment – In 2018 it was estimated that the CRC's operations had an annual economic impact of \$71,036.



**ADDITIONAL COMMENTS FOR CONSIDERATION:**

Below is a timeline summary relative to the Columbia Rowing Club at the Broad River property:

1999	The Richland County Legislative Delegation authorized the SCDNR to provide \$25,000 from the Richland County Water Recreation Funds for the dock at the Broad River property.
1999 – 2009	Verbal operating agreement between Richland County and Columbia Rowing Club.
April 21, 2009	Original five-year formal Operating Agreement between Richland County and Columbia Rowing Club enacted (see attached dated April 21, 2009).
July 10, 2014	One-year extension for Operating Agreement (see attached dated July 10, 2009).
April 7, 2015	Five-year extension for Operating Agreement (see attached dated April 7, 2015).
October 2015	Major flood completely destroyed dock
April 2017	Dock replaced
2018	USC reactivated the Carolina Crew program relying on the club boathouse and boats
2020	Two crews contacted the club to use the site for Spring Break practices
Feb 5, 2020 (week of)	Rain storms across the state flood the Broad River, damaging property at the site, including the new dock
February 10, 2020	RCCC approved agreement renewal

April 7, 2020	County Council approved renewal of an Operating Agreement Addendum
July 21, 2020	CRC proposes to construct a walk-in dock or launch to help maneuver boats and provide a more safe, sustainable, and environmentally friendly solution; the concept was approved by the RCCC.
2020 – 2022	Dock design and funding options are explored and considered.
October 16, 2023	The RCCC recommends County Council approve a new five (5) year Operating Agreement with the CRC.

**ATTACHMENTS:**

1. Proposed Columbia Rowing Club Operating Agreement – Oct 17, 2023
2. Columbia Rowing Club Site Map
3. Original 5-Year Operating Agreement dated April 21, 2009
4. 1-Year Extension for Operating Agreement dated July 10, 2014
5. 5-Year Extension for Operating Agreement dated April 7, 2015
6. Operating Agreement Addendum Renewal dated April 7, 2020
7. Background Information on the Columbia Rowing Club
8. Economic impact breakdown for CRC 2003 - 2018

STATE OF SOUTH CAROLINA            )  
   )  
 COUNTY OF RICHLAND                    )           **OPERATING AGREEMENT**

This Operating Agreement (the "Agreement") is entered into on this \_\_\_ day of \_\_\_\_\_ 2023 between **RICHLAND COUNTY, South Carolina**, (the "County"), and **COLUMBIA ROWING CLUB**, (the "Club").

**WHEREAS**, the County owns the Richland County Rowing Center (the "Site"), approximately 1 acre located on the upstream northern reach of the Broad River property as bound by gates; and

**WHEREAS**, the County and the Club wish to enter into an agreement for the Club's access, use, operation, and maintenance of the Site;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the County and the Club agree as follows:

1.     **Access Guidelines.** The Club agrees to use the Site only for official Club activities and purposes. It shall be the responsibility of the Club to ensure that the gate, when not open and in use for Club activities, shall be locked when the last Club member departs the Site. The Club shall provide all facility keys to County staff. The Club shall be responsible for maintaining an accurate list of all persons who are issued gate keys. Such list shall be made available to the County at the County's request. The Club will use due care in the operation of vehicles on the Site for Club purposes. All unauthorized vehicles are subject to the jurisdiction of the Richland County Sheriff's Department. If additional or "over-flow" parking is needed for any activity on the Site, it shall be the responsibility of the Club to provide such parking. The hours of operation shall be from sunrise to sunset.
  
2.     **Insurance.** At all times during the duration of this Agreement, the Club shall maintain liability insurance in an amount sufficient to cover all Club activities on or related to the use of the Site. The Club shall provide a certificate of insurance to the County indicating the amount of coverage. It shall be in the sole discretion of the County to determine if the coverage amount is sufficient to meet the requirements of this section. Once the County has approved the coverage amount in the certificate of insurance, such amount shall not be reduced during the term of this Agreement.
  
3.     **Indemnification.** The Club shall hold harmless and shall fully and completely indemnify

County from any and all claims, demands or actions brought against the Club or County by any person, natural or corporate, arising from any act or omission on the part of the Club and related to any activity contemplated by this Agreement. Additionally, all Club members shall sign an indemnification agreement indemnifying the County and the Club from any liability arising from any Club related activities at or related to the Site.

4. **Club Safety Guidelines.** The Club agrees to establish a set of Membership Rules and Guidelines (the Guideline) concerning safety and behavior at the Site and while on the River. The Club agrees to the following specific safety training and procedures found in the Guideline related to rowing activities at or related to the Site:
  1. All Club members will be required to pass a swimming test before being allowed to row from the Site.
  2. All Club members will pass training concerning the proper procedures to be used in the event that a boat capsizes.
  3. No member will row more than 500 meters downstream of the dock toward the dam if rowing alone.
  4. No member will row downstream of the dam warning buoys under any circumstances.
  5. No Club member will be allowed to row on the River under unsafe weather or water level conditions.
  6. No alcoholic beverages will be allowed at the Site.
  7. No loud or disruptive activities will be allowed at the Site.
  8. No fires are permitted outside of controlled devices such as grills or designated fire rings.
5. **Approval of Club Activities.** Normal day-to-day and weekly activities will be governed by this Agreement. Additional activities such as regattas to which other clubs are invited, new programs that involve a substantial increase in activity, and special events to which the public is invited will require notice given to the Richland County Conservation Division. The Club shall give notice of any such activities in a reasonable time to allow the County to properly research.
6. **Site Maintenance.** All Site maintenance including but not limited to trash removal, repairs or installation of structures, permitting, grass cutting, and landscaping will be the responsibility of the Club. The Club will report any damages, repairs, or construction on the Site before implementation. Structures will be kept in good condition and safe to use. Added structures will have to be approved by the County prior to construction and comply to all codes and safety requirements. Any added structure may be required to be removed at the termination of this Agreement. The expense of the removal of a structure will be the responsibility of the Club. The County retains its right to inspect the Site from time to time to ensure that the site is being properly maintained and protected for future use.
7. **Term and Termination.** This Agreement shall remain in effect for a period of five (5) years

from the date of execution unless either party chooses to terminate the Agreement by giving 90 days written notice to the other party. If the Agreement is terminated by either party, the County will determine if the dock, or other installed structures, will be removed and stored on the Site or taken off the Site by the Club.

- 8. **Assignment.** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the Club without prior written consent of the County.
- 9. **Amendment of the Agreement.** Any amendment to this Agreement shall not be binding upon all of the parties unless such amendment is in writing and executed by all parties hereto.
- 10. **Notice.** All correspondence shall be sent as follows:

**Columbia Rowing Club:**

Columbia Rowing Club  
Mr. Hisham Elkazzaz,  
President  
5013 Old Leesburg  
Road, Hopkins, SC  
29061

**Richland County:**

Richland County  
Attn: County Administrator  
PO Box 192  
Columbia, SC 29202

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

**Richland County**

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

Title: \_\_\_\_\_

**Columbia Rowing Club**

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

Title: \_\_\_\_\_

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

Rowing Center



<http://www3.richlandmaps.com/rcgeoportal/defaultPrint.htm>



STATE OF SOUTH CAROLINA            )  
   )  
 COUNTY OF RICHLAND                    )       **OPERATING AGREEMENT**

This Operating Agreement (the "Agreement") is entered into on this 21<sup>st</sup> day of APRIL 2009 between **RICHLAND COUNTY**, South Carolina, (the "County"), and **COLUMBIA ROWING CLUB**, (the "Club").

**WHEREAS**, the County owns and operates the Richland County Rowing Center (the "Site"), located on the west bank of the Broad River; and

**WHEREAS**, the County and the Club wish to enter into an agreement for the Club's access and use of the Site;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the County and the Club agree as follows:

1.    **Access Guidelines.** The Club agrees to use the Site only for official Club activities and purposes. It shall be the responsibility of the Club to ensure that the gate, when not open and in use for Club activities, shall be locked when the last Club member departs the Site. Keys to the gate may be issued to Club members, officers of the Carolina Crew, and select helpers in the Club Youth Rowing Program. The Club shall be responsible for maintaining an accurate list of all persons who are issued gate keys. Such list shall be made available to the County at the County's request. The Club will use due care in the operation of vehicles on the Site for Club purposes. All unauthorized vehicles are subject to the jurisdiction of the Richland County Sheriff's Department. If additional or "over-flow" parking is needed for any activity on the Site, it shall be the responsibility of the Club to provide such parking. Open fires, open flames, grilling, barbequing, alcoholic beverages, and activities related to the use of alcoholic beverages are hereby expressly prohibited on the Site. The hours of operation shall be from sunrise to sunset.
  
2.    **Insurance.** At all times during the duration of this Agreement, the Club shall maintain liability insurance in an amount sufficient to cover all Club activities on or related to the use of the Site. The Club shall provide a certificate of insurance to the County indicating the amount of coverage. It shall be in the sole discretion of the County to determine if the coverage amount is sufficient to meet the requirements of this section. Once the County has approved the coverage amount in the certificate of insurance, such amount shall not be reduced during the term of this Agreement.
  
3.    **Indemnification.** The Club shall hold harmless and shall fully and completely indemnify County from any and all claims, demands or actions brought against the Club or County by



any person, natural or corporate, arising from any act or omission on the part of the Club and related to any activity contemplated by this Agreement. Additionally, all Club members shall sign an indemnification agreement indemnifying the County and the Club from any liability arising from any Club related activities at or related to the Site.

4. **Club Safety Guidelines.** The Club agrees to establish a set of Membership Rules and Guidelines (the Guideline) concerning safety and behavior at the Site and while on the River. The Club agrees to the following specific safety training and procedures found in the Guideline related to rowing activities at or related to the Site:
  1. All Club members will be required to pass a swimming test before being allowed to row from the Site.
  2. All Club members will pass training concerning the proper procedures to be used in the event that a boat capsizes.
  3. No member will row more than 500 meters downstream of the dock toward the dam if rowing alone AND water is going over the dam as indicated by the water level indicator at the dock.
  4. No member will row downstream of the dam warning buoys under any circumstances.
  5. No Club member will be allowed to row on the River under unsafe weather or water level conditions.
  6. No alcoholic beverages will be allowed at the Site.
  7. No loud or disruptive activities will be allowed at the Site.
5. **Approval of Club Activities.** Normal day-to-day and weekly activities will be governed by this Agreement. Additional activities such as regattas to which other clubs are invited, new programs that involve a substantial increase in activity, and special events to which the public is invited will require prior approval by the Richland County Administrator. The Club shall give notice of any such activities in a reasonable time to allow the County to properly research and respond. It is understood that certain small events may offer opportunities which will call upon an acceleration of the approval process.
6. **Site Maintenance.** General day-to-day Site maintenance including trash removal will be the responsibility of the Club. Any remaining repairs will be the responsibility of the County.
7. **Term and Termination.** This Agreement shall remain in effect for a period of five (5) years from the date of execution. Either party may terminate the Agreement by giving 90 days written notice to the other party.
8. **Assignment.** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the Club without prior written consent of the County.

- 9. **Amendment of the Agreement.** Any amendment to this Agreement shall not be binding upon all of the parties unless such amendment is in writing and executed by all parties hereto.
- 10. **Notice.** All correspondence shall be sent as follows:

**Columbia Rowing Club:**

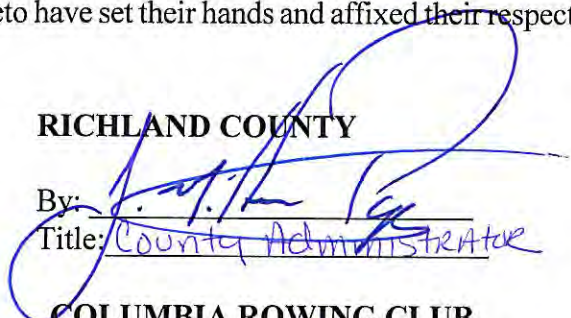
Columbia Rowing Club  
George Park, President  
720 Vintage Lane  
Columbia, SC 29210

**Richland County:**

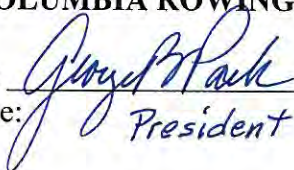
Richland County  
Attn: County Administrator  
PO Box 192  
Columbia, SC 29202

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

**RICHLAND COUNTY**

By:   
Title: County Administrator

**COLUMBIA ROWING CLUB**

By:   
Title: President

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

Addendum to Operating Agreement  
(Extension)

THIS ADDENDUM entered into this 10<sup>th</sup> day of July, 2014, by and between RICHLAND COUNTY (hereinafter referred to as "County"), and COLUMBIA ROWING CLUB (hereinafter referred to as "the Club").

WHEREAS, the parties entered into an Operating Agreement (hereinafter the "Agreement"), dated April 21, 2009; and

WHEREAS, the parties now wish to extend the term of said Agreement.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the parties agree as follows:

1. The parties mutually agree that the Term of the Agreement shall be extended and shall terminate automatically one (1) year from the date of execution of this Addendum.
2. In all other respects, the Agreement shall remain in full force and effect.
3. This Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.
4. This Addendum and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

Ashley A. Myers  
Nexanne Anicheta

By: Tony McDonald  
Its: Richland County Administrator

COLUMBIA ROWING CLUB

Rosa J. King  
Gregory Stahl

By: John A. Wines  
Its: President, Columbia Rowing Club





## Background Information on the Columbia Rowing Club

The purpose of Columbia Rowing Club is to educate the public on the benefits of the sport of rowing as a healthful means of recreation and physical fitness at all levels by providing instruction, competition, and access to equipment and facilities in the Columbia, S.C. area.

Since its inception, Columbia Rowing Club has offered free and/or low cost rowing lessons to the public and, during that time, has introduced the sport of rowing to hundreds of Midlands residents. The club is open to the public, has maintained a low membership fee, and waives the membership fee for anyone who cannot afford it. The reason for a membership fee is to pay for insurance required by the agreement with the County and to purchase and maintain rowing equipment which is accessible to all members. The club currently has 63 active members. Membership costs range from \$0 to \$165, depending on income eligibility. No one has been or will be turned away for the inability to pay.

During its 14 years operating at the Richland County Rowing Center, Columbia Rowing Club has provided a safe environment for rowing without any negative incidents.

The beautiful water, the warm climate, and the facility provided for rowing by Richland County have been recognized nationally in the rowing community by Rower's Almanac, which named Columbia the 5th best city in the United States to retire and row.

Two of the club's programs are especially important and deserve elaboration:

1. Youth Rowing
2. Visiting Crews

Youth Rowing is a program open to all youth in the Midlands from age 13 - 18. The youth are provided instruction in the sport of rowing and coaching to prepare them for competition. The program provides an important alternative to more traditional organized sports. It is a low impact, whole-body exercise that requires no special athletic skill. Through the program, young people learn important life-lessons such as teamwork, individual and team responsibility, punctuality, the rewards of hard work, along with learning a sport they can enjoy for a lifetime. All of the equipment for the team has been purchased by the club. Coaching is provided by volunteers from the club, and no child has been denied the opportunity due to financial hardship. At least one participant in the program has received a waiver of fees by the club in almost every season Youth Rowing has operated. (The cost to participate is \$0 - \$200 per youth.) The program has males and females, varies from season to season in minority representation (as high as 60% one season), has had youth from virtually every high school in the Midlands, and from every socio-economic class. The youth practice 3-4 days per week and participate in competitions in SC, GA, and TN against crews from throughout the Southeast and parts of the Midwest. Four young people from the Youth program have received rowing scholarships for college.

Visiting Crews: Every year, Columbia Rowing Club hosts visiting crews from colleges and high schools in northern states for winter and spring training. Some of the schools that have trained in Columbia at the Richland County Rowing Center are: Georgetown University (10 years), Bucknell University, Hobart and William Smith Colleges, University of Vermont, University of Michigan, University of William and Mary, Bryn Mawr College, Colgate University, Old Dominion, Carnegie-Mellon, Vassar, Vanderbilt University, Syracuse University, University of Dayton, St. Mark's Academy, Tabor Academy, and St. Ignatius High

School. These crews come to Columbia because of the unique nature of the rowing center, the warm climate of Columbia, which provides ideal training opportunities while their waters are still frozen, and the hospitality of Columbia Rowing Club and the Regional Sports Council. Each crew stays for about a week, bringing up to 75 rowers, plus coaches and support personnel. According to the Regional Sports Council, the direct economic impact of visiting crews to the economy of the Midlands from 2003 – 2013 is \$1,764,500, with a total economic impact of \$5,293,500.

The University of South Carolina reinstated the Carolina Crew club program in 2018. Any USC student is welcome to join the crew team and can be taught how to row. The Carolina Crew practice at the rowing site and use the Columbia Rowing Clubs boats. The cost to participate is \$80 per semester and goes to help pay for boat insurance and US Rowing dues. Carolina Crew practices 3-4 days a week and participates in regattas around the region. On average Carolina Crew has 12-18 members each semester.

**COLUMBIA REGIONAL SPORTS COUNCIL / COLUMBIA ROWING CLUB  
Richland County Rowing Center Economic Impact Breakdown**

**2003 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>
Carnegie Mellon University	1/3/2003	1/9/2003	Studio One	60	36	1	
<b>Total</b>				<b>60</b>	<b>36</b>	<b>1</b>	<b>\$42,000</b>

**2004 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>
Georgetown University	1/2/2004	1/11/2004	Embassy Suites	102	66	4	
Carnegie Mellon University	1/2/2004	1/8/2004	Best Inn - Garner Lane	60	36	1	
<b>Total</b>				<b>162</b>	<b>102</b>	<b>5</b>	<b>\$113,400</b>

**2005 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>
Georgetown University	1/2/2005	1/8/2005	Embassy Suites &	92	54	4	
	1/8/2005	1/11/2005	Comfort Suites-Downtown	48			
Carnegie Mellon University	1/2/2005	1/7/2005	Best Inn - Garner Lane	40	30	1	
US Rowing Clinic	2/18/2005	2/20/2005	Holiday Inn-City Centre	21		15	
William & Mary Rowing	3/5/2005	3/12/2005	StudioPLUS	98	54	2	
Bryn Mawr Rowing	3/6/2005	3/12/2005	StudioPLUS	31	25	1	
Old Dominion Rowing	3/5/2005	3/12/2005	Homewood Suites	28	12	2	
Tabor Academy Crew	3/12/2005	3/19/2005	Suite One - Harbison	84	34	5	
<b>Total</b>				<b>442</b>	<b>209</b>	<b>30</b>	<b>\$309,400</b>

**2006 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>
Georgetown University	1/3/2006	1/10/2006	Embassy Suites	77	40	2	
University of Michigan	2/25/2006	3/4/2006	Best Inn - Garner Lane	128	60	3	
Old Dominion Rowing	3/4/2006	3/10/2006	Homewood Suites	12	18	2	
Tabor Academy Crew	3/11/2006	3/17/2006	Suite One - Harbison	98	35	5	
University of Vermont	3/18/2006	3/25/2006	Ramada Limited I-20	112	50	3	
<b>Total</b>				<b>427</b>	<b>203</b>	<b>15</b>	<b>\$298,900</b>

**2007 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>
Georgetown University	1/3/2007	1/8/2007	Embassy Suites	132	60	2	
University of Michigan	2/24/2007	3/3/2007	American Inn - Garner Lane	129	60	3	
Syracuse University	3/10/2007	3/17/2007	Embassy Suites	97	60	2	
Tabor Academy Crew	3/18/2007	3/25/2007	Fairfield Inn by Marriott	98	32	4	
<b>Total</b>				<b>456</b>	<b>212</b>	<b>11</b>	<b>\$319,200</b>



**COLUMBIA REGIONAL SPORTS COUNCIL / COLUMBIA ROWING CLUB  
Richland County Rowing Center Economic Impact Breakdown**

**2008 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>
Georgetown University	1/2/2008	1/8/2008	Embassy Suites	132	48	4	
Syracuse University	3/9/2008	3/16/2008	Embassy Suites	97	60	2	
Colgate University	3/14/2008	3/22/2008	Royal Inn	120	35	3	
St. Mark's School	3/14/2008	3/21/2008	Holiday Inn Express	56	20	2	
Tabor Academy Crew	3/14/2008	3/21/2008	Fairfield Inn by Marriott	84	32	4	
<b>Total</b>				<b>489</b>	<b>195</b>	<b>15</b>	<b>\$342,300</b>

**2009 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>
Georgetown University	12/30/2008	1/6/2009	Embassy Suites	70	37	3	
Bucknell University	1/5/2009	1/12/2009	Radisson	77	34	4	
Syracuse University	3/7/2009	3/15/2009	Embassy Suites	153	60	2	
Bucknell University	3/7/2009	3/15/2009	Radisson	128	34	4	
St. Mark's School	3/16/2009	3/23/2009	Wingate Harbison	35	25	2	
Tabor Academy Crew	3/14/2009	3/21/2009	Fairfield Inn by Marriott	96	32	4	
<b>Total</b>				<b>559</b>	<b>222</b>	<b>19</b>	<b>\$391,300</b>

**2010 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>
Georgetown University	1/4/2010	1/11/2010	Embassy Suites	80	40	3	
Bucknell University	1/11/2010	1/18/2010	Radisson	90	40	4	
Vanderbilt	3/6/2010	3/12/2010	Ramada Limited	90	32	2	
Syracuse University	3/13/2010	3/21/2010	Embassy Suites	153	60	2	
Bucknell University	3/13/2010	3/20/2010	Radisson	128	48	4	
St. Mark's School	3/15/2010	3/22/2010	Wingate Harbison	35	25	2	
<b>Total</b>				<b>576</b>	<b>245</b>	<b>17</b>	<b>\$403,200</b>

**COLUMBIA REGIONAL SPORTS COUNCIL / COLUMBIA ROWING CLUB  
Richland County Rowing Center Economic Impact Breakdown  
2011 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>
Georgetown University	1/2/2011	1/11/2011	Embassy Suites	90	40	3	
Bucknell University	1/10/2011	1/17/2011	Staybridge Suites	72	40	4	
Vanderbilt University	3/3/2011	3/11/2011	Wingate Harbison	60	32	2	
Vassar College	3/11/2011	3/18/2011	Staybridge Suites	66	35	2	
Bucknell University	3/12/2011	3/19/2011	Radisson	70	40	4	
<b>Total</b>				<b>358</b>	<b>187</b>	<b>15</b>	<b>\$250,600</b>

**2012 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>
Georgetown University	1/2/2012	1/9/2012	Embassy Suites	90	50	3	
Dayton University	1/9/2012	1/15/2012	InTown Suites	12	6	2	
Bucknell University	3/10/2012	3/16/2012	DoubleTree	60	36	2	
Vassar College	3/11/2012	3/18/2012	Staybridge Suites	91	45	2	
Hobart & William Smith Colleges	3/17/2012	3/24/2012	DoubleTree	138	68	5	
St. Ignatius (OH) High School	4/9/2012	4/13/2012	Ramada Limited I-20	92	85	15	
<b>Total</b>				<b>483</b>	<b>290</b>	<b>29</b>	<b>\$338,100</b>

**2013 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>
Georgetown University	1/1/2013	1/8/2013	Embassy Suites	77	57	3	
Bucknell University	3/9/2013	3/16/2013	Hotel Zimalcrest	54	37	2	
Vassar College	3/16/2013	3/23/2013	Staybridge Suites	66	29	2	
Hobart & William Smith Colleges	3/16/2013	3/23/2013	Hotel Zimalcrest	77	45	4	
St. Ignatius (OH) High School	4/1/2013	4/7/2013	Ramada Limited I-20 & Embassy	145	80	10	
<b>Total</b>				<b>419</b>	<b>248</b>	<b>21</b>	<b>\$293,300</b>

**COLUMBIA REGIONAL SPORTS COUNCIL / COLUMBIA ROWING CLUB  
Richland County Rowing Center Economic Impact Breakdown  
2014 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>
Georgetown University	12/30/2013	1/6/2014	Embassy Suites	70	40	3	
University of Pennsylvania	1/8/2014	1/12/2014	Embassy Suites	68	60	10	
Vassar College	3/16/2014	3/22/2014	Staybridge Suites	66	36	2	
Stony Brook	3/15/2014	3/22/2014	Staybridge Suites	35	25	1	
<b>Total</b>				<b>239</b>	<b>161</b>	<b>16</b>	<b>\$167,300</b>

**2015 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>
U of Rhode Island men	3/14/2015	3/22/2015	Staybridge Suites	56	26	2	
<b>Total</b>				<b>56</b>	<b>26</b>	<b>2</b>	<b>\$39,200</b>

**2017 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>
U of Rhode Island men	3/10/2017	3/18/2017	Staybridge Suites	99	50	2	
<b>Total</b>				<b>99</b>	<b>50</b>	<b>2</b>	<b>\$71,036</b>

**2018 WINTER/SPRING TRAINING**

<u>CREW</u>	<u>CHECK-IN</u>	<u>CHECK-OUT</u>	<u>HOTEL</u>	<u>TOTAL ROOM NIGHTS</u>	<u># OF ATHLETES</u>	<u># OF COACHES</u>	<u>DIRECT ECONOMIC IMPACT</u>
U of Rhode Island men	3/9/2018	3/17/2018	Staybridge Suites	96	43	2	
<b>Total</b>				<b>96</b>	<b>43</b>	<b>2</b>	<b>\$71,036</b>

<b>TOTAL IMPACT OF THE RICHLAND COUNTY ROWING CENTER SINCE 2003</b>				<b>4,921</b>	<b>2,429</b>	<b>200</b>	<b>\$3,450,272</b>
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## Richland County Council Request for Action

**Subject:**

CDBG Substantial Amendments to Consolidated Plan & Annual Action Plans

**Notes:**

November 16, 2023 – The Administration and Finance Committee recommended Council approve the proposed Substantial Amendments to the County’s 2017-2021 Five-Year Consolidated Plan, 2020 Annual Action Plan, and 2021 Annual Action Plan. The amendments will expand the goal of creating more affordable housing for the County.



**Agenda Briefing**

<b>Prepared by:</b>	Callison Richardson	<b>Title:</b>	Division Manager
<b>Department:</b>	Grants and Community Outreach	<b>Division:</b>	Community Development
<b>Date Prepared:</b>	October 24, 2023	<b>Meeting Date:</b>	November 16, 2023
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	October 27, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	November 1, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	November 3, 2023
<b>Approved for consideration:</b>	Assistant County Administrator	Aric A Jensen, AICP	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	CDBG Substantial Amendments to Consolidated Plan and Annual Action Plans for Affordable Rental Housing Development		

**RECOMMENDED/REQUESTED ACTION:**

Community Development staff request approval of the proposed Substantial Amendments to the County’s 2017-2021 Five-Year Consolidated Plan, 2020 Annual Action Plan, and 2021 Annual Action Plan. These amendments will expand the goal of creating more affordable rental housing for the County.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

The Substantial Amendments will reallocate \$600,000 of unused CDBG funds for the acquisition and rehabilitation of affordable rental units for Low-and-Moderate-Income (LMI) residents of unincorporated Richland County with an established Affordability Period of 15 years. Funds will be reallocated from previously planned, but never executed owner-occupied rehabilitation projects and an economic development project.

The funds will be reallocated from the following projects included in the 2020 and 2021 Annual Action Plans:

\$225,000 from the 2020 Operation One Touch (minor home repair) Project.

\$175,000 from the 2021 Owner-Occupied Housing Rehabilitation Project.

\$200,000 from the 2021 Economic Development Project

Funds will be moved **from** the following Budgets and Object Codes:

<b>GL/JL Key</b>	1202992010 / 4891700	CDBG	FY20
<b>Object Code</b>	526705	Housing Revitalization	\$225,000
<b>GL/JL Key</b>	1202992010 / 4892100	CDBG	FY21
<b>Object Code</b>	526705	Housing Revitalization	\$175,000
<b>GL/JL Key</b>	1202992010 / 4892100	CDBG	FY21
<b>Object Code</b>	528000	Economic Development	\$200,000

Funds will be moved **to** the following Budgets and Object Codes:

<b>GL/JL Key</b>	1202992010 / 4891700	CDBG	FY20
<b>Object Code</b>	526702	Rental Rehabilitation	\$225,000
<b>GL/JL Key</b>	1202992010 / 4892100	CDBG	FY21
<b>Object Code</b>	526702	Rental Rehabilitation	\$375,000

We are working with Budget & Grants Management and the Finance Department to identify a proper Object Code for the new Rental Development project.

*Applicable department/grant key and object codes:* to be determined

**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:**

*HUD Consolidated Plan & Annual Action Plan Substantial Amendment Regulations:*

In line with the Citizens Participation Plan, a Public Notice (see attachment) announcing the proposed Substantial Amendments, public comment period, and public hearing posted on Friday, October 27, 2023 in The State newspaper. The amended plans will be on public display for a 30-Day Public Comment Period from October 27-November 27. A Public Hearing will take place on Thursday, November 9, 2023 for Citizens to provide comment. A physical copy of the plans is available in the Community Development office while digital copies are available on the Community Development page of the County's website. All Substantial Amendments require final approval from County Council.

*HUD Regulations on CDBG Acquisition & Rehab:*

After approval, the Community Development staff will execute a process to utilize these funds to assist qualified, nonprofit rental housing developers with the acquisition and rehab of rental units. In accordance with HUD regulations, no CDBG funds will be used in the development of new construction,

all subrecipients will sign both a CDBG Subrecipient Agreement and a CDBG Developer's Agreement, no property sale agreements will be executed until Environmental Reviews are completed and a release of funds from HUD is received. All CDBG-assisted units will implement a 15-Year Affordability Period guaranteeing affordable rental rates for designated Low-to-Moderate Income (LMI) residents. All CDBG-assisted units will comply with HOME Investment Partnership guidelines for the maintenance and occupancy standards of affordable rental housing.

*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 of the full \$600,000 by the Timeliness Test Deadline of July 31, 2024.

**MOTIONS OF ORIGIN:**

Report of the Administration and Finance Committee –Approval of the 5 Year Consolidated Plan [FY17-21] and the FY17-18 Annual Action Plan for Community Development Federal Funds. Mr. Pearce stated the committee recommended approval of this item. The vote in favor was unanimous.

Council Member	The Honorable Greg Pearce, District 6
Meeting	Special Called
Date	July 25, 2017

FY2020-2021 CDGG and HOME Annual Action Plan Budget - Ms. Newton moved, seconded by Ms. Dickerson. The vote in favor was unanimous.

Council Member	The Honorable Chakisse Newton, District 11
Meeting	Regular Session
Date	July 21, 2020

Community Planning & Development - 2021-2022 Annual Action Plan: Ms. Newton moved to approve the consent agenda. The vote in favor was unanimous.

Council Member	The Honorable Chakisse Newton, District 11
Meeting	Special Called
Date	July 13, 2021

**STRATEGIC & GENERATIVE DISCUSSION:**

The proposed Substantial Amendments will not only help the County add more affordable rental units to the local housing stock during a significant housing crisis, but it will also assist the Community Development staff’s goal to meet the critical CDBG Timeliness Test coming July 30, 2024.

*Affordable Rental Units:*

With this \$600,000, staff anticipates the creation of six new rental units through this acquisition and rehabilitation project. Resulting CDBG-assisted units will be owned, maintained, and monitored for compliance by eligible community organizations experienced in affordable rental housing development. Each unit will require a 15-Year Affordability Period enforced using a Restrictive Covenant as part of the property acquisition process. Any organization assisted with the acquisition or rehab of a rental unit will be required to target families whose income is 60% (very low) or below area median income. Monthly rents and utilities should not exceed 30% of annual gross household income.

HUD has established rent limits and housing income thresholds for 2023 as follows and these limits will be utilized on all CDBG-assisted units:

*2023 Home Program Rent Limits*

Columbia, SC HUD Metro FMR Area

Program	Efficiency	1BR	2BR	3BR	4BR	5BR	6 BR
<b>Low HOME Rent Limits</b>	\$735	\$787	\$945	\$1091	\$1217	\$1343	<b>\$1468</b>
<b>High HOME Rents</b>	\$935	\$996	\$1125	\$1385	\$1525	\$1664	<b>\$1803</b>
<b>Fair Market Rent</b>	<b>\$944</b>	<b>\$996</b>	<b>\$1125</b>	<b>\$1442</b>	<b>\$1724</b>	<b>\$1983</b>	<b>\$2241</b>

*2023 Home Income Limits*

Columbia, SC MSA (Richland County)

Income Threshold by Household Size	1	2	3	4	5	6	7	8
<b>30% Limits</b>	\$17,650	\$20,150	\$22,650	\$25,150	\$27,200	\$29,200	\$31,200	<b>\$33,200</b>
<b>50% Limits</b>	\$29,400	\$33,600	\$37,800	\$41,950	\$45,350	\$48,700	\$52,050	<b>\$55,400</b>
<b>60% Limits</b>	\$35,280	\$40,320	\$45,360	\$50,340	\$54,420	\$58,440	\$62,460	<b>\$66,480</b>
<b>80% Limit</b>	<b>\$47,000</b>	<b>\$53,700</b>	<b>\$60,400</b>	<b>\$67,100</b>	<b>\$72,500</b>	<b>\$77,850</b>	<b>\$83,250</b>	<b>\$88,600</b>

FOUNDATION FOR FUTURE RENTAL HOUSING ACTIVITIES:

Community Development staff would like to use this initial acquisition and rehab project as an opportunity to try out the strategy for potential larger investment in future Annual Action Plans. Historically, HUD funds the County has received have been geared towards home-ownership opportunities with less emphasis on developing affordable rental units. As the current housing market with home prices and mortgage interest rates significantly pricing out most Americans, even with the



down payment assistance the County can offer through RCHAP, homeownership is entirely out of reach for Low-to-Moderate-Income families. Additionally, trends in the rental market have also made affordable rental units hard to find in Richland County. With this initial investment of \$600,000, the staff will have the opportunity to build the "toolkit" for acquisition and rehab rental projects, laying the groundwork for larger investments in the next Annual Action Plan.

*Explanation for Unused CDBG Funds and Need to Reallocate:*

Over the last several years, there has been a buildup of CDBG funds for two Community Development programs -- 1) Operation One Touch, the County's signature minor home repair program for LMI families and seniors, and 2) A Proposed (but never executed) Small Business Grant Program. This buildup of funds is due to the fact that CDBG project activity largely came to a halt during the COVID-19 Pandemic and the Division experienced a significant turnover in staffing and leadership.

With new leadership coming on board in October 2022, the Division has slowly been able to reopen programs including Operation One Touch with houses currently in the process of being repaired. However, the buildup of funds has reached a point where funding levels are beyond the current capacity of the CD Team to expend these funds through these programs in a timely manner. At present, there are \$1.4 Million in built up funds allocated for Operation One Touch (see Attachment 2) which, at \$20,000 per house (the max. allowable) and producing 20 repairs a year (beyond the historical level), would take the team more than three years to expend. Meanwhile, additional CDBG allocations for this program will arrive annually. Each house requires an application and eligibility check, scope of work creation, contractor bidding process with Procurement, Tri-Party agreement execution, etc. Though the need is great, it is a complex, time-consuming process. Further, the proposed new small business grant program needs significant development (policies and procedures, contracts, partnerships, staff training, etc.) to ensure HUD compliance and will require program management capacity the CD team will not have available until at least Spring 2024. Conversely, an acquisition and rehabilitation project are a much more efficient and effective use of time and resources for our current capacity and imposed deadlines.

These proposed substantial amendments allow for the expedited expenditure of CDBG funds to meet a critical need (rental housing development) while also positioning the County to successfully meet the fast approaching CDBG Timeliness Test Deadline of July 31, 2024. Further, even after the \$600,000 reallocation, the two affected programs will still have sufficient funding levels:

1. Operation One Touch: \$643,166 remaining for minor home repairs
2. Economic Development/Small Business Grants: \$250,000 for small business grants

These funding levels allow these important initiatives to continue at a realistic level on a reasonable timeline.

*CDBG Timeliness Test:*

The purpose for these proposed Substantial Amendments is to better position the County to reach the required HUD Timeliness Test defined below by July 30, 2024 --

-- A CDBG Entitlement grantee, in accordance with the CDBG regulations at 24 CFR 570.02, must have a balance no greater than one and one-half (1.5) times its annual grant remaining in the Line of Credit, 60 days prior to the end of the program year.

As CDBG funds have built up due to COVID-19, program closures, and staff turnover over the last several years, the County must expend and draw from IDIS a total of \$2,981,717.10 by July 30, 2024. Community Development staff is working diligently to ensure a plan is in place to successfully expend these funds through HUD compliant activities in line with the County's Annual Action Plans, including: investments in infrastructure and public facilities, grants to non-profits to fund public services, the minor home repair program, and planning and administration expenses.

The proposed Amendments allow for the addition of a new Affordable Rental Housing development project which was not included in the original Action Plans. This strategy allows for the efficient and impactful use of CDBG funds, positions the County meet the Timeliness Test, and provide affordable rental units for LMI families for the next 15 years.

#### **ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:**

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

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

#### **ATTACHMENTS:**

1. Public Notice for 30 Day Comment Period & Public Hearing
2. Balance Sheets for Operation One Touch
3. Balance Sheets for Economic Development Projects

**County of Richland-PROD**  
**Job Ledger Budget Inquiry by Key**  
 As of Period - October 2023

Attachment 1

Ledger: GL  
 Budget Version: CB

Object	Description	Budget	Actual	Encumbrance	Balance
<b>GL/JL Key: 1202992010 / 4891300 - CDBG FY18</b>					
<b>Expenditure</b>					
526705	Housing Revitalization	2,000.00	0.00	0.00	2,000.00
	<b>Expense Total:</b>	<u>2,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,000.00</u>
	<b>Key 4891300 Total:</b>	<u>(2,000.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>(2,000.00)</u>
<hr/>					
<b>GL/JL Key: 1202992010 / 4891500 - CDBG FY19</b>					
<b>Expenditure</b>					
526705	Housing Revitalization	170,558.73	0.00	72,907.39	97,651.34
	<b>Expense Total:</b>	<u>170,558.73</u>	<u>0.00</u>	<u>72,907.39</u>	<u>97,651.34</u>
	<b>Key 4891500 Total:</b>	<u>(170,558.73)</u>	<u>0.00</u>	<u>72,907.39</u>	<u>(243,466.12)</u>
<hr/>					
<b>GL/JL Key: 1202992010 / 4891700 - CDBG FY20</b>					
<b>Expenditure</b>					
526705	Housing Revitalization	225,000.00	0.00	0.00	225,000.00
	<b>Expense Total:</b>	<u>225,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>225,000.00</u>
	<b>Key 4891700 Total:</b>	<u>(225,000.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>(225,000.00)</u>
<hr/>					
<b>GL/JL Key: 1202992010 / 4892100 - CDBG FY21</b>					
<b>Expenditure</b>					
526705	Housing Revitalization	276,165.54	0.00	14,999.00	261,166.54
	<b>Expense Total:</b>	<u>276,165.54</u>	<u>0.00</u>	<u>14,999.00</u>	<u>261,166.54</u>
	<b>Key 4892100 Total:</b>	<u>(276,165.54)</u>	<u>0.00</u>	<u>14,999.00</u>	<u>(291,164.54)</u>
<hr/>					
<b>GL/JL Key: 1202992010 / 4892300 - CDBG FY22</b>					
<b>Expenditure</b>					
526705	Housing Revitalization	214,994.00	0.00	0.00	214,994.00
	<b>Expense Total:</b>	<u>214,994.00</u>	<u>0.00</u>	<u>0.00</u>	<u>214,994.00</u>
	<b>Key 4892300 Total:</b>	<u>(214,994.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>(214,994.00)</u>
<hr/>					
<b>GL/JL Key: 1202992010 / 4892700 - CDBG FY23</b>					
<b>Expenditure</b>					
526705	Housing Revitalization	219,128.00	0.00	0.00	219,128.00
	<b>Expense Total:</b>	<u>219,128.00</u>	<u>0.00</u>	<u>0.00</u>	<u>219,128.00</u>

**County of Richland-PROD**  
**Job Ledger Budget Inquiry by Key**  
As of Period - October 2023

Ledger: GL  
Budget Version: CB

Object	Description	Budget	Actual	Encumbrance	Balance
	Key 4892700 Total:	(219,128.00)	0.00	0.00	(219,128.00)

**County of Richland-PROD**  
**Job Ledger Budget Inquiry by Key**  
As of Period - October 2023

Attachment 2

Ledger: GL  
Budget Version: CB

Object	Description	Budget	Actual	Encumbrance	Balance
<b>GL/JL Key: 1202992010 / 4892100 - CDBG FY21</b>					
<b>Expenditure</b>					
528000	Economic Development	250,000.00	0.00	0.00	250,000.00
	<b>Expense Total:</b>	<u>250,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>250,000.00</u>
	<b>Key 4892100 Total:</b>	<u>(250,000.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>(250,000.00)</u>
<hr/>					
<b>GL/JL Key: 1202992010 / 4892300 - CDBG FY22</b>					
<b>Expenditure</b>					
528000	Economic Development	100,000.00	0.00	0.00	100,000.00
	<b>Expense Total:</b>	<u>100,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100,000.00</u>
	<b>Key 4892300 Total:</b>	<u>(100,000.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>(100,000.00)</u>
<hr/>					
<b>GL/JL Key: 1202992010 / 4892700 - CDBG FY23</b>					
<b>Expenditure</b>					
528000	Economic Development	100,000.00	0.00	0.00	100,000.00
	<b>Expense Total:</b>	<u>100,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100,000.00</u>
	<b>Key 4892700 Total:</b>	<u>(100,000.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>(100,000.00)</u>
<hr/>					

## 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 Orei Columbia 22.% Acres Property Owner, LLC, a company previously identified as Project Orei; and other related matters

**Notes:**

First Reading: October 17, 2023  
Second Reading: November 7, 2023  
Third Reading: December 5, 2023 {Tentative}  
Public Hearing: December 5, 2023

**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 OREI COLUMBIA 22.5 ACRES PROPERTY OWNER, LLC, A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT OREI; 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, OREI Columbia 22.5 Acres Property Owner, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and a company previously identified as Project OREI (the “Company”), has, as part of a commercial development to be located in the County, committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$65,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure;

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

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

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

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

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

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

**Section 3.** *Approval of 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

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: October 17, 2023  
Second Reading: November 7, 2023  
Public Hearing: December 5, 2023  
Third Reading: December 5, 2023

**EXHIBIT A**  
**FORM OF AGREEMENT**

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**PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**OREI COLUMBIA 22.5 ACRES PROPERTY OWNER, LLC**

**Effective as of: December 5, 2023**

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## PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of December 5, 2023 (“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 OREI Columbia 22.5 Acres Property Owner, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and a company previously identified as PROJECT OREI (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, as part of a commercial development to be located in the County, the Company has committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified on Exhibit A hereto (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$65,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on December 5, 2023 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park, and the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on [\_\_\_\_\_, 2023] in accordance with Section 4-1-170(C) of the Act; and

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

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

## ARTICLE I REPRESENTATIONS

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

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

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

- (a) The Company is in good standing under the laws of 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 \$65,000,000 in taxable property in the Project ("Investment Commitment") by December 5, 2028 ("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 4415 Percival Road, Columbia, South Carolina.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in, or cause to be invested in, the Public Infrastructure as described on Exhibit B hereto ("Company Public Infrastructure"). The Company shall certify actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing to the County's Economic Development Department (i) with respect to the Non-Workforce Housing Public Infrastructure portion of the Company Public Infrastructure, documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, sufficient to reflect the Company's investment in the Non-Workforce Housing Infrastructure portion of the Company Public Infrastructure, and (ii) with respect to the Workforce Housing Public Infrastructure portion of the Company 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. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth on Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

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

determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Deadline (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. 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 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 December 12, 2017, which is attached hereto as Exhibit E, as may be amended by subsequent resolution, with respect to the Company.

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

### **ARTICLE III DEFAULTS AND REMEDIES**

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

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

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

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

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

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

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

**Section 3.2. Remedies on Default.**

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



(i) terminate this Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Agreement; or

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

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

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

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

#### **ARTICLE IV MISCELLANEOUS**

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

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

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a

result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

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

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

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

**Section 4.5. Limitation of Liability.**

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

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

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

**Section 4.6. Indemnification Covenant.**

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless

against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

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

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

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

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

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

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
-------------------	--

with a copy to (does not constitute notice):	Parker Poe Adams & Bernstein LLP Attn: Ray E. Jones 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202
---	--

Phone: 803.255.8000

Fax: 803.255.8017

if to the Company:

OREI Columbia 22.5 Acres Property Owner, LLC

Attn: Thomas Kochak

Address: 1200 Brickell Ave PH 2020

Miami, FL 33131

Phone: 786.777.0060

Fax: 786.777.0063

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 \$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

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

IN WITNESS WHEREOF, OREI Columbia 22.5 Acres Property Owner, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**OREI COLUMBIA 22.5 ACRES PROPERTY OWNER, LLC**

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

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

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

*[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]*

**EXHIBIT A**

**LAND DESCRIPTION**

All that certain piece, parcel of tract(s) of land laying, situate, and being in the State of South Carolina, County of Richland, City of Columbia, being shown as 22.50 acres total on an ALTA/NSPS Survey prepared for One Real Estate Acquisitions, LLC & Chicago Title Insurance Company by Belter & Associates, Inc. dated May 26, 2023. Such survey, a copy of which is attached hereto, is specifically incorporated herein by reference and reference to said survey is craved for the particulars as to metes, courses, distances, size, shape, dimensions, measurements, bounds and boundaries, which are also as set forth below:

COMMENCING at the southeastern corner of the northeastern sight angle at the intersection of Clemson Road (S-52) and Percival Road (SC 12), thence N64\*27'02"E for 1610.49' to a 1/2" pinched iron (o), this being the POINT of BEGINNING.

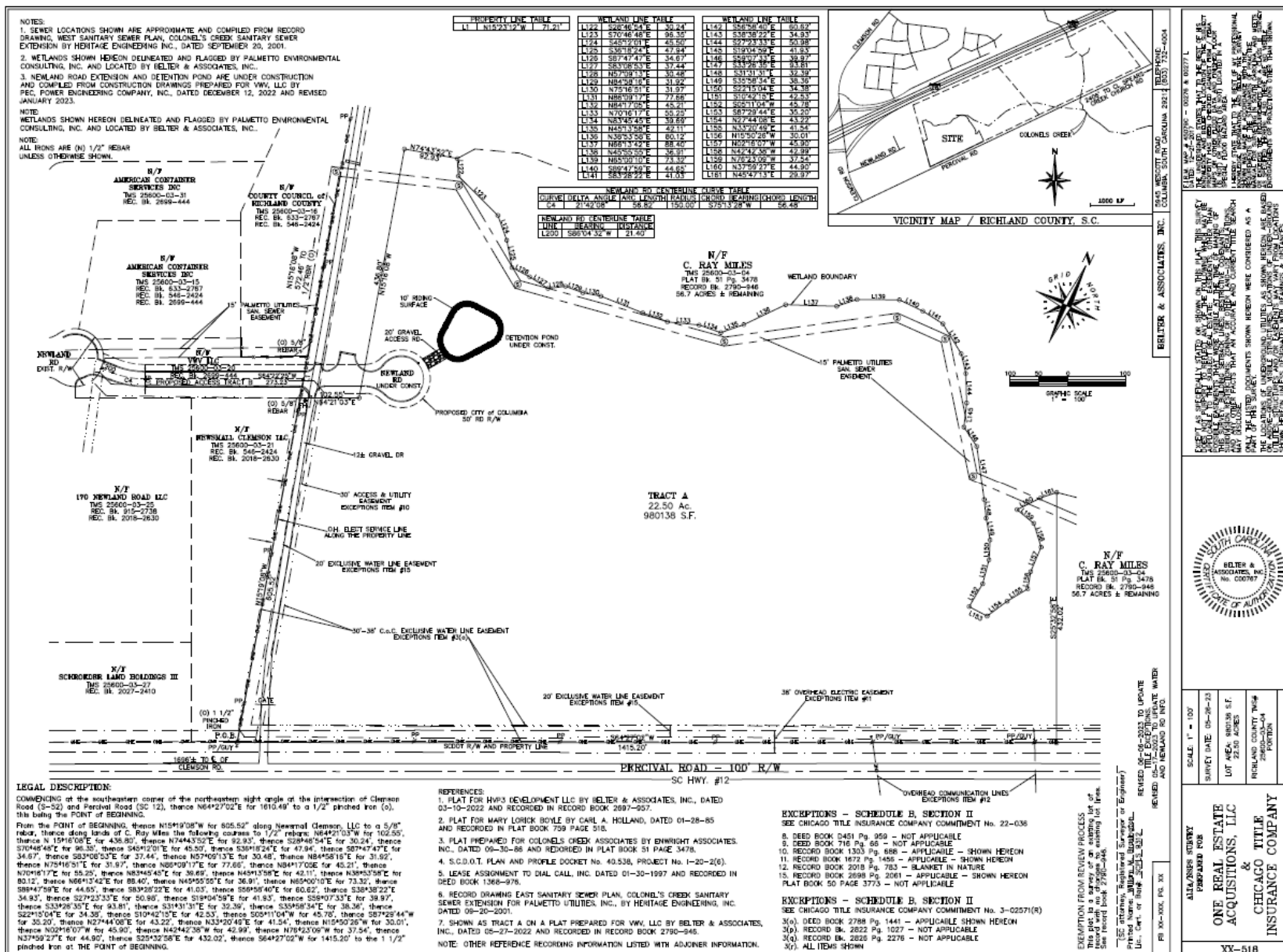
From the POINT of BEGINNING, thence N15\*19'08"W for 605.52" along Newsmall Clemson, LLC to a 5/8" rebar, thence along lands of C. Ray Miles the following courses to 1/2" rebars; N64\*21'03"W for 102.55', thence N 15\*16'08 E for 436.80', thence N74\*43'52"E for 92.93', thence S28\*46'54"E for 30.24', thence S70\*46'48"E for 96.35', thence S45\*12'01"E for 45.50', thence S36\*18'24"E for 47.94', thence S87\*47'47"E for 34.67', thence S83\*08'53"E for 37.44', thence N57\*09'13"E for 30.48', thence N84\*58'16"E for 31.92', thence N75\*16'51"E for 31.97', thence N86\*09'17"E for 77.66', thence N84\*17'05"E for 45.21', thence N70\*16'17"E for 55.25', thence N83\*45'45"E for 39.69', thence N45\*13'58"E for 42.11', thence N38\*53'58"E for 80.12', thence N66\*13'42"E for 88.40', thence N45\*55'55"E for 36.91', thence N65\*00'10"E for 73.32', thence S89\*47'59"E for 44.65', thence S83\*28'22"E for 41.03', thence S56\*58'40"E for 60.62', thence S38\*38'22"E 34.93', thence S27\*23'33"E for 50.98', thence S19\*04'59"E for 41.93', thence S59\*07'33"E for 39.97', thence S33\*26'35"E for 93.81', thence S31\*31'31"E for 32.39', thence S35\*58'34"E for 38.36', thence S22\*15'04"E for 34.38', thence S10\*42'15"E for 42.53', thence S05\*11'04"W for 45.78', thence S87\*29'44"W for 35.20', thence N27\*44'08"E for 43.22', thence N33\*20'49"E for 41.54', thence N15\*50'26"W for 30.01', thence N02\*16'07"W for 45.90', thence N42\*42'38"W for 42.99', thence N76\*23'09"W for 37.54', thence N37\*59'27"E for 44.90', thence S25\*32'58"E for 432.02', thence S64\*27'02"W for 1415.20' to the 1 1/2" pinched iron at THE POINT of BEGINNING.

TMS No: Portion of R25600-03-04

See following page for referenced survey.



# ALTA/NSPS SURVEY



**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; provided, however, notwithstanding anything herein to the contrary, for purposes of this Agreement, aggregate Company Public Infrastructure shall not exceed \$12,500,000.

<u>Description</u>	<u>Budget</u>
Storm Drainage	\$1,041,073
Water (On-Site)	\$1,075,500
Sewer (On-Site)	\$313,790
Road Public Improvements	\$109,484
Sidewalks	\$350,000
Landscaping	\$600,000
Water (Off-Site)*	\$568,500.00
Construction costs associate with workforce housing	\$8,441,653
<b>Total Public Infrastructure Costs</b>	<b>\$12,500,000</b>

\*Cost being incurred by master developer as a result of project moving forward

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 ; provided, however, notwithstanding anything herein to the contrary, for purposes of this Agreement, aggregate Company Public Infrastructure shall not exceed \$12,500,000.

**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 and ending on the earlier of the 10<sup>th</sup> 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 December 5, 2023, (the “Agreement”) by and between OREI Columbia 22.5 Acres Property Owner, LLC (the “Company”) and Richland County, South Carolina (the “County”). Each capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

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

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

(3) Current area median income as published by Fannie Mae, for the Project location of 4415 Percival Road, Columbia, South Carolina is \_\_\_\_\_ (the “Current AMI Level”).

(4) The total number of Project housing units qualifying as “workforce housing” pursuant to Section 2.2(a) of the Agreement and the Current AMI Level is \_\_\_\_\_ units (the “Annual Certified Workforce Housing Unit Level”), as evidenced by the pay applications, invoices, 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 \_\_\_\_\_ 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 12, 20\_\_).

OR

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

Formula:

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

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

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

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

OREI COLUMBIA 22.5 ACRES PROPERTY  
OWNER, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT E (See Section 2.4)**

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

See attached.

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,  
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY  
PRACTICES CONCERNING ECONOMIC DEVELOPMENT  
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

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

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

**Section 3.** A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office  
Attention: Kim Mann  
1201 Main Street, Suite 910  
Columbia, SC 29201

**Section 4.** This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.


**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council



# Richland County Council Request for Action

**Subject:**

Finding that the Richland-Lexington Riverbanks Parks District may issue not exceeding \$80,000,000 principal amount General Obligation Bonds; to authorize the Richland-Lexington Riverbanks Parks District to issue such bonds and to provide for the publication of notice of the said finding and authorization

**Notes:**

First Reading: November 14, 2023

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_

**FINDING THAT THE RICHLAND-LEXINGTON RIVERBANKS PARKS DISTRICT MAY ISSUE NOT EXCEEDING \$80,000,000 PRINCIPAL AMOUNT GENERAL OBLIGATION BONDS; TO AUTHORIZE THE RICHLAND-LEXINGTON RIVERBANKS PARKS DISTRICT TO ISSUE SUCH BONDS AND TO PROVIDE FOR THE PUBLICATION OF NOTICE OF THE SAID FINDING AND AUTHORIZATION.**

WHEREAS, by action previously taken, the County Council of Richland County, the governing body of Richland County, South Carolina (the "County Council"), ordered that a public hearing on the question of the issuance of not exceeding \$80,000,000 principal amount general obligation bonds of the Richland-Lexington Riverbanks Parks District be held in the Richland County Council Chambers, Richland County Administration Building, 2020 Hampton Street, Columbia, South Carolina, at \_\_\_\_\_ [a.m./p.m.] on \_\_\_\_\_, 2023, and notice of such hearing has been duly published once a week for three successive weeks in *The State*, a newspaper of general circulation in Richland County; and

WHEREAS, the said hearing has been duly held at the above time, date and place and said public hearing was conducted publicly and both proponents and opponents of the proposed action were given full opportunity to be heard and it is now in order for the County Council to proceed, after due deliberation, in accordance with the provisions of Act No. 1189 enacted at the 1974 Session of the South Carolina General Assembly approved July 9, 1974, now codified as Article 5 of Chapter 11 of Title 6 (Sections 6-11-810 through 6-11-1050, inclusive) (the "Enabling Act"), to make a finding as to whether not exceeding \$80,000,000 principal amount general obligation bonds of the Richland-Lexington Riverbanks Parks District (the "District") should be issued.

NOW THEREFORE, BE IT ORDAINED, by the County Council of Richland County in meeting duly assembled:

Section 1. It is found and determined that each statement of fact set forth in the preambles of this Ordinance is in all respects true and correct.

Section 2. On the basis of the facts adduced at the public hearing held on \_\_\_\_\_, 2023, it is found and determined that the District, acting through the Riverbanks Parks Commission (the "Commission"), its governing body, should be authorized to issue not exceeding \$80,000,000 principal amount general obligation bonds of the District.

Section 3. The County Council finds that the Commission should issue general obligation bonds of the District in an aggregate principal amount not exceeding \$80,000,000 as a single issue or from time to time as several separate issues, as the Commission shall determine.

Section 4. The County Council hereby authorizes the Commission to issue general obligation bonds of the District in an aggregate principal amount of not exceeding \$80,000,000 (the "Bonds") as a single issue or from time to time as several separate issues, as the Commission shall determine, for the purpose of defraying the cost of the following improvements to the facilities of the District:

- a. New animal exhibits.
- b. Saluda River Observation Deck with exhibits on West Campus.
- c. Forest pathway access to West Campus.
- d. Aerial transportation system across Saluda River or upgrades to existing tram system.
- e. Expanded carousel plaza/Saluda River observation on East Campus.
- f. Upgrades to tiger exhibit.
- g. Parking improvements.
- h. Miscellaneous visitor amenities, including, but not limited to, seating, restrooms, and restaurant and concession facilities.

For the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied annually a tax without limit on all taxable property within the area of the District sufficient to pay such principal of and interest on the Bonds as they respectively mature, and to create such sinking fund.

Section 5. Pursuant to Section 6-11-870 of the Enabling Act, notice of the action herewith taken shall be given in the form substantially as set forth in Exhibit A attached hereto. Such notice shall be published once a week for three successive weeks in *The State*, a newspaper of general circulation in Richland County.

Section 6. The Chairman and other officers of the County Council are herewith authorized and empowered to take such further action as may be necessary to fully implement the action taken by this Ordinance.

Section 7. A certified copy of this Ordinance shall forthwith be transmitted to the Commission to advise it of the action taken by the County Council, whereby the Commission has been authorized to issue, pursuant to the provisions of the Enabling Act, general obligation bonds of the District in the aggregate principal amount of not exceeding \$80,000,000.

Section 8. Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 9. This Ordinance is effective after its third reading and public hearing.

\*\*\*\*\*

RICHLAND COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair, Richland County Council

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: \_\_\_\_\_, 2023  
Second Reading: \_\_\_\_\_, 2023  
Public Hearing: \_\_\_\_\_, 2023  
Third Reading: \_\_\_\_\_, 2023

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

NOTICE PURSUANT TO SECTION 6-11-870  
CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED

Notice is hereby given pursuant to the provisions of Section 6-11-870 Code of Laws of South Carolina, 1976 and following a public hearing held on \_\_\_\_\_, 2023, that the County Council of Richland County has found that:

The Richland-Lexington Riverbanks Parks District (the “District”) created by Act No. 1207 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1970, as amended, acting through the Riverbanks Parks Commission, its governing body, has been authorized to issue not exceeding \$80,000,000 principal amount general obligation bonds of the District (the “Bonds”), either as a single issue or as several separate issues, for the purpose of defraying the cost of the following improvements to the facilities of the District, such facilities known popularly as Riverbanks Zoo and Garden, as follows:

- a. New animal exhibits.
- b. Saluda River Observation Deck with exhibits on West Campus.
- c. Forest pathway access to West Campus.
- d. Aerial transportation system across Saluda River or upgrades to existing tram system.
- e. Expanded carousel plaza/Saluda River observation on East Campus.
- f. Upgrades to tiger exhibit.
- g. Parking improvements.
- h. Miscellaneous visitor amenities, including, but not limited to, seating, restrooms, and restaurant and concession facilities.

(collectively, the “Improvements”). It is estimated that the total cost of designing, constructing, renovating and equipping the Improvements will amount to approximately \$80,000,000. The Improvements consist of renovation and expansion of existing structures and construction of new facilities and are necessary and desirable for the continued safe and orderly operation of Riverbanks Zoo and Garden and the enhancement of its status as a leading recreational, educational and tourist attraction.

For the payment of the principal of and interest on the Bonds as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied annually a tax without limit on all taxable property within the area of the District sufficient to pay such principal and interest and to create such sinking fund. The District consists of the entire area of Richland County and Lexington County. No election has been ordered in the District upon the question of the issuance of the Bonds.

Any person affected by the action aforesaid of the County Council of Richland County may by action de novo instituted in the Court of Common Pleas for Richland County within twenty (20) days following the last publication of this Notice but not afterwards challenge the action of the County Council of Richland County.

COUNTY COUNCIL OF RICHLAND COUNTY

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, the undersigned, Clerk of the County Council of Richland County, South Carolina, DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance which was given three readings on three separate days, with an interval of not less than seven days between the second and third readings.

That each of said meetings was duly called, and all members of the County Council were notified of the same, and that a majority of County Council remained throughout the proceedings incident to the adoption of this Ordinance.

As required by Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended, being the Freedom of Information Act, a copy of the agenda of each of the said meetings (showing the date, time and place of the meetings) of the County Council of the County was posted in the administrative offices of the County, posted on the County’s publicly-available website and supplied to news media as requested, in each case at least 24 hours prior to regularly scheduled meetings of the County Council. An agenda was posted in accordance with the foregoing sentence for each meeting at which this Ordinance was voted upon, and each agenda as so posted contained as an item the consideration of this Ordinance by the County Council.

The original of this Ordinance is duly entered in the permanent records of the County Council, in my custody as such Clerk.

The Ordinance is now of full force and effect, and has not been modified, amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the County, this \_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

\_\_\_\_\_  
Clerk to County Council,  
Richland County, South Carolina

First Reading: \_\_\_\_\_, 2023

Second Reading: \_\_\_\_\_, 2023

Public Hearing: \_\_\_\_\_, 2023

Third Reading: \_\_\_\_\_, 2023

# Richland County Council Request for Action

**Subject:**

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

**Notes:**

November 16, 2023 – The Development and Services Committee recommended Council approve the draft ordinance pending Administration’s review of the Land Development Code related to the “rural” zoning designation.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 18, OFFENSES, BY AMENDING SECTION 18-4, UNSAFE AND NOXIOUS VEGETATION, SO AS TO ESTABLISH STANDARDS FOR UNSAFE AND NOXIOUS VEGETATION, TO DEFINE NECESSARY TERMS, TO PROVIDE THAT THE RESPONSIBLE PARTY OF THE PROPERTY HAS A DUTY TO MAINTAIN OR REMOVE UNSAFE AND NOXIOUS VEGETATION AND AMEND THE CUT BACK REQUIREMENTS FOR CERTAIN PROPERTY LINES, TO PROVIDE A PENALTY FOR THE FAILURE TO MAINTAIN OR REMOVE UNSAFE AND NOXIOUS VEGETATION, AND TO REMOVE LANGUAGE ALLOWING A RESPONSIBLE PARTY TO REQUEST THAT WORK BE DONE BY THE DEPARTMENT OF PUBLIC WORKS FOR THE COUNTY.

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 Richland County Code of Ordinances, Chapter 18, Offenses; is hereby amended by deleting Section 18-4 and inserting:

Sec. 18-4. Unsafe and Noxious Vegetation

(a) Definitions. For purpose of this section:

(1) “Unsafe and noxious vegetation” is defined as trees, vines, grasses, shrubs, aquatic plants, and any other flora that poses a hazard or nuisance in accordance with the standards of this chapter.

(2) “Rural area” is defined as any property with a rural zoning designation whose primary use is residential or agricultural. Any property with a rural zoning designation whose primary use is non-residential or non-agricultural is not considered a rural area.

(3) “Developed” is defined as having any physical structure, public utility connection, or other public improvement.

(b) Standards. (1) Vegetation is deemed unsafe and noxious if it exceeds any of the following standards:

(A) Grass or weeds in excess of twelve (12) inches in height or trailing vines exceeding ten (10) feet in length;

(B) Dead or desiccated growth that poses a fire or other safety hazard and is located within ten (10) feet of a property line;

(C) Dead or desiccated growth that harbors infestations of insects, vermin, or rodents;



(D) Voluntary or involuntary cultivation of plants deemed by Richland County, the State of South Carolina, or the United States to be noxious for Richland County.

(2) The Sheriff may also declare a nuisance if there is demonstrated immediate or imminent physical risk.

(c) Declaration of nuisance. Unsafe and noxious vegetation on any lot or parcel of land in a developed area within the county may be deemed and declared a nuisance in the judgment of the sheriff in accordance with the provisions of this section.

(d) Duty of responsible party to maintain. It shall be the duty of any owner, lessee, occupant, agent, or representative of the owner of any lot or parcel of land in a developed area within the county to maintain or remove all unsafe and noxious vegetation, as described in this section, as often as may be necessary to prevent the growth of such unsafe and noxious vegetation. However, lots of one acre or more are not required to be cut back more than fifty (50) feet from a property line adjacent to a public right-of-way, and ten (10) feet from all other property lines.

(e) Notice to responsible party to maintain. Whenever the sheriff finds that unsafe or noxious vegetation exists upon any lot or parcel of land in a developed area within the county in such a manner as to constitute a nuisance, He may serve written notice upon the owner, the occupant of the premises, or upon the agent or representative of the owner of such land having control thereof to comply with the provisions of this section. It shall be sufficient notification to deliver the notice to the responsible party in person, by certified US mail, return receipt requested, or posted upon the property in a conspicuous location.

(f) Failure to comply with notice.

(1) If a person or entity fails to perform within ~~fourteen~~<sup>thirty</sup> (14~~30~~) days after being duly noticed of a violation in accordance with this section, such person or entity shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding five hundred dollars (\$500.00) or imprisonment not exceeding thirty (30) days. Each subsequent day of nonperformance after the fourteen (14) day period constitutes a separate violation.

(2) A person or entity may be cited by the sheriff without providing a fourteen (14) day correction period for an infraction occurring within a three month period following the resolution of an initial failure to perform.

(g) Removal by county. In the event any property is determined to be a nuisance and the responsible party has not adequately performed within thirty days of the provision of notice, then the department of public works or its duly authorized agent or representative may enter upon any such lands and abate such nuisance by cutting and removing such unsafe or noxious vegetation, and the cost of doing so may become a lien upon the property affected, or may be recovered by the county through judgment proceedings initiated in a court of competent jurisdiction, or by any other means provided by law.

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

SECTION III. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_.

RICHLAND COUNTY COUNCIL

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

Overture Walker, Chair

Attest this \_\_\_\_\_ day of

\_\_\_\_\_, 2023.

\_\_\_\_\_  
Anette Kirylo  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

Third Reading: \_\_\_\_\_

# Richland County Council Request for Action

**Subject:**

Grants & Community Outreach - FY23-24 CDBG Public Service Projects & Public Facilities Infrastructure

**Notes:**

November 16, 2023 – The Administration and Finance Committee recommended Council approve, in alignment with the 2023 Annual Action Plan, the proposed allocations and projects for investment with the FY23 CDBG funds.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Callison Richardson	<b>Title:</b>	Division Manager
<b>Department:</b>	Grants and Community Outreach	<b>Division:</b>	Community Development
<b>Date Prepared:</b>	October 24, 2023	<b>Meeting Date:</b>	November 16, 2023
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	October 30, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	November 1, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	November 3, 2023
<b>Approved for consideration:</b>	Assistant County Administrator	Aric A Jensen, AICP	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	FY23-24 CDBG Public Service Projects and Public Facilities Infrastructure Projects		

**RECOMMENDED/REQUESTED ACTION:**

In alignment with the 2023 Annual Action Plan and approved budget, Community Development staff requests approval of the proposed allocations and projects for investment with the PY23 CDBG funds.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

The proposed projects will be funded from the following budgets and object codes:

<b>GL/JL Key</b>	1202992010 / 4892700	CDBG	FY23
<b>Object Code</b>	527600	Lump Sum Appropriations	\$258,509
<b>Object Code</b>	526703	Public Facilities	\$801,079
<b>GL/JL Key</b>	1202992010 / 4892300	CDBG	FY22
<b>Object Code</b>	526703	Public Facilities	\$801,079

*Applicable department/grant key and object codes:* as outlined above

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

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

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

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

*Environmental Reviews:*

Environmental Reviews will be conducted for each project to ensure compliance with HUD. Projects involving construction of any manner will be reviewed by a NEPA-Certified Environmental Consultant.

*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 amount.

*CDBG Timeliness Test:*

Richland County is facing a CDBG Timeliness Test defined below by July 30, 2024.

A CDBG Entitlement grantee, in accordance with the CDBG regulations at 24 CFR 570.02, must have a balance no greater than one and one-half (1.5) times its annual grant remaining in the Line of Credit, 60 days prior to the end of the program year.

As CDBG funds have built up due to COVID-19, program closures, and staff turnover over the last several years, the County must expend and draw from IDIS a total of \$2,981,717.10 in CDBG funds by July 30, 2024. Community Development staff is working diligently to ensure a plan is in place to successfully expend these funds through HUD compliant activities in line with the County's Annual Action Plans, including, but not limited to: investments in infrastructure and public facilities, grants to non-profits to fund public services, the minor home repair program, and planning and administration expenses.

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

**MOTION OF ORIGIN:**

“...to approve the submission of the Community Development Block Grant (CDBG), HOME Investment Partnership, and Emergency Solutions Grant (ESG) plans, as well as the Substantial Amendment to the 2022-2026 Five-Year Consolidated Plan to incorporate the newly awarded ESG funds to HUD...”

Council Member	The Honorable Chakisse Newton, District 11
Meeting	Regular Session
Date	July 18, 2023

*Proposed Projects:*

Attachment 1 Overview of Public Service Projects

Attachment 2 Overview of Public Facilities and Infrastructure Projects

*Selection Process:*

The Community Development (CD) staff initiated a wide-reaching and robust Notice of Funding Availability (NOFA) and selection process on August 4, 2023. Beginning with a 30-day notice and pre-application period which included two informational workshops attended by over 50 local organizations, the CD staff worked diligently to ensure community partners were aware of the funding opportunity. A NOFA landing page was created on the Richland County website where community members could access all application materials, CDBG programs guidelines, FAQ's, and more. The Public Information Office made graphics and shared information via social media. It was by-and-large the largest NOFA push and response in the Division's recent history. Emphasis was put on encouraging County Departments to seek funding for infrastructure, facility, and programming support. Further, Division staff were available to answer questions and encourage participation by the many organizations that have not previously pursued CDBG funding, including both Richland School Districts One and Two, as well as several local churches.

CD staff reviewed all pre-applications to ensure CDBG and HUD eligibility for proposed projects and service area as well as alignment with the County's 2023 Annual Action Plan. Right-fit projects were invited to submit full applications to provide additional information. Full applications were received on Friday, October 15<sup>th</sup>, where they were checked for completeness and continued eligibility. Two diverse CDBG Scoring Committees were utilized - one for Public Service applications and another for Public Facilities and Infrastructure applications. Committee members received training on the CDBG program, Independent Scoring Guidelines, and scoring criteria for the proposals. Scoring Committee submitted all final scores by Friday, November 3<sup>rd</sup>, and CD staff submitted final recommendations to the Administration & Finance Committee for consideration.

The Selection Timeline occurred as follows:

August 4	Notice of Funding Availability released
September 4	Request for Application Proposals Submitted
September 15	Richland County Government staff reviewed for eligibility, fit with AAP, invited selected projects to full application
October 15	Full applications due via Neighborly Software
October 15 – 20	Community Development staff review for completeness, continued eligibility
Friday, October 20	Training with Scoring Committee
October 20 – November 3	Scoring Committee review and score via Neighborly Software

November 8	CD Staff submits funding recommendations to Admin & Finance Committee
November 15	Administration & Finance Committee Meeting
December 6	Council Meeting to finalize

*Initiating Projects and Expending Funds*

After initial recommendation for projects from the Administration & Finance Committee, CD staff will begin the NEPA Environmental Review process for all construction-based projects. After Council approval of the proposed CDBG projects on December 5, 2023, CDBG staff will initiate contracts for Public Service projects and Public Facility and Infrastructure projects that have met the Environmental Review requirements and have been approved by HUD. All projects proposed have the ability to expend at least 80% of their CDBG award by July 1, 2024, further positioning the County to meet the critical CDBG Timeliness Test of July 30, 2024.

*CDBG Timeliness Test:*

The purpose for these proposed projects is to better position the County to reach the required HUD Timeliness Test defined below by July 30, 2024

A CDBG Entitlement grantee, in accordance with the CDBG regulations at 24 CFR 570.02, must have a balance no greater than one and one-half (1.5) times its annual grant remaining in the Line of Credit, 60 days prior to the end of the program year.

As CDBG funds have built up due to COVID-19, program closures, and staff turnover over the last several years, the County must expend and draw from IDIS a total of \$2,981,717.10 by July 30, 2024. Community Development staff is working diligently to ensure a plan is in place to successfully expend these funds through HUD compliant activities in line with the County's Annual Action Plans, including: investments in infrastructure and public facilities, grants to non-profits to fund public services, the minor home repair program, and planning and administration expenses.

The proposed projects allow for the efficient and impactful use of CDBG funds, position the County meet the Timeliness Test, and provide critical services and improvements to LMI areas of the County.

*Alternatives:*

With the critical need to meet the CDBG Timeliness Test in July 2024, the County must prioritize "shovel ready" projects with partners who have the capacity to manage Federal funds and run compliant programs/projects. Failure to approve these projects to move forward would jeopardize the Community Development Division's ability to meet the impending timeline as new projects would have to be identified. From start to finish, this NOFA process was conducted over a four-month period of time. If further delayed, it is unlikely the County could invest these funds in line with the 2023 Annual Action Plan. Alternative funding projects would require a Substantial Amendment process and the reallocation of these funds to other "shovel ready" investments (i.e. the purchase of a fire truck or land acquisition for affordable housing).

#### ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

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

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

#### ATTACHMENTS:

1. Overview of Public Service Projects
2. Overview of Public Facilities and Infrastructure Projects



## ATTACHMENT I | CDBG Public Service Projects

## Proposed Public Service Projects | Funding for October 1, 2023 – September 30, 2024

Organization/Agency	Project Name	Proposed Award
Richland County CASA Foundation	Advocacy for Victims of Child Abuse and Neglect	\$28,000.00
Healthy Learners	Increasing Access to Health Care for Low-Income Children	\$63,000.00
Homeless No more	Life Skills for Homeless Families	\$50,000.00
Sistercare Inc.	Counseling, Outreach, and Bilingual Services for Underserved Residents in Unincorporated Richland County Experiencing Domestic Violence	\$67,509.00
United Way of Midlands	WellPartners Adult Eye Care Clinic—Richland County	\$50,000.00
	<b>TOTAL</b> <i>Public Service funding allocation in the PY23 Annual Action Plan</i>	<b>\$258,509.00</b> <b>(Capped at 15%)</b>

**Project Descriptions:**

**Richland County CASA Foundation | Advocacy for Victims of Child Abuse and Neglect-** Staff is recommending \$28,000 in programmatic support for services to address the critical needs of the Richland County Court Appointed Special Advocates (RCCASA) program, which has experienced setbacks due to COVID-related uncertainties. The funding will enable RCCASA to hire one part-time contract Case Manager, dedicated to advocating for the best interests of abused and neglected children in Richland County Family Court, expediting their path to a safe and nurturing home. This support is vital, especially considering that all children in the custody of the Department of Social Services are living in poverty.

**Healthy Learners | Increasing Access to Health Care for Low-Income Children-** Staff is recommending \$63,000 in programmatic support for Healthy Learners to hire two Student Services Coordinators to expand services in low-income schools across Richland One and Two. They will provide vision, dental, hearing, and mental health care to children, enhancing their educational outcomes. The project aims to serve an additional 400 low-income children residing in unincorporated Richland County.

**Homeless No More | Life Skills for Homeless Families-** Staff is recommending \$50,000 in programmatic support for Homeless No More to enhance life skills programs, aiding families in crisis beyond housing assistance. The focus is on keeping families together, addressing their specific needs, and striving to break the cycle of generational poverty, while case management and life skills training will be provided to at

## ATTACHMENT I | CDBG Public Service Projects

least 60 participants at St. Lawrence Place, with a target of an 80% increase in life skill engagement among program participants. Monitoring and assessments, including qualitative feedback, will be carried out by HNM's Life Skills Coordinator, and the case management team will lead discussions and track income and job placement progress, all aimed at helping clients achieve their individual goals.

**Sistercare Inc. | Counseling, Outreach, and Bilingual Services for Underserved Residents in Unincorporated Richland County Experiencing Domestic Violence** - Staff is recommending \$67,509 in programmatic support for Sistercare Inc. provide clinical counseling and outreach services to underserved domestic violence survivors, particularly those in unincorporated areas of Richland County, including the Hispanic/Latino community. The project aims to achieve significant outcomes, including a 100% increase in outreach to unincorporated Richland County, a 100% increase in culturally specific counseling services for Hispanic/Latino domestic violence survivors, and a 30% increase in the number of domestic violence victims accessing Sistercare's 24/7 crisis line and receiving individual and group counseling services. These efforts respond to the urgent need for support in a region with high rates of domestic violence and a growing demand for services, particularly among the Hispanic/Latino population.

**United Way of Midlands (WellPartners) | WellPartners Adult Eye Care Clinic—Richland County** - Staff is recommending \$50,000 in programmatic support for WellPartners provide eye care services to low- to moderate-income in unincorporated areas of Richland County residents without health insurance. By enhancing access to eye care, WellPartners contributes to community well-being, enabling independence, workforce participation, and healthier lives. The proposal aims to expand services by 15%, serving an additional 103 residents, with an estimated total of 3,000 patient visits and the provision of 1,100 eyeglasses, representing a value exceeding \$270,000 during the grant period.

### PROJECT ELIGIBILITY & IMPACT:

The requested proposals meet critical needs identified by Richland County Community Development and Department of Housing and Urban Development (HUD). All projects align with the 2023 Annual Action Plan and the 2022-2026 Five-Year Consolidated Plan, and utilize established best practices to provide services. They prioritize the greatest needs of vulnerable populations by creating interventions and providing counseling to address serve Low-to-Moderate Income individuals and households struggling with homelessness, abuse and neglect, lack of access to healthcare, and financial stability. Organizations are equipped to manage both the programmatic and grant management sides of the proposed projects. The reimbursements for salaries, direct services, travel, and program supplies will enable all of these organizations to better serve the county's at-risk populations. By granting the funding to the organizations, the funding will help the programs improve efficiency and effectiveness by providing these essential services.

All grants are provided as reimbursements based off the eligible requirements from the Community Development Block Grant eligible activities.

## ATTACHMENT II | CDBG Infrastructure &amp; Public Facilities Projects

Proposed CDBG Infrastructure & Public Facilities Projects  
Funding for October 1, 2023 – September 30, 2024

Organization/Agency	Project Name	Location	Proposed Award
Richland County Utilities	Greenlake Subdivision Gravity Sewer Rehab	Greenlake Subdivision Old Leesburg Road area Hopkins, SC	\$460,000.00
Midlands Housing Alliance	Renewal of Transitions Homeless Center	2025 Main Street Columbia, SC  Serving countywide needs	\$353,150.00
Oliver Gospel Mission	Fresh Renewal of Men Experiencing Homelessness	1100 Taylor Street Columbia, SC  Serving countywide needs.	\$385,000.00
Richland County Recreation Commission	Hopkins Park Pool Rehabilitation	150 Hopkins Park Hopkins, SC 29061	\$385,000.00
Serve & Connect	Renovation of former Petersen Presbyterian Church to HQ for Serve & Connect and a Community Center with Meeting Space	Woodfield Park Neighborhood 8131 Brookfield Rd. Columbia, SC 29206	\$300,000.00
Contingency Funding for 2024 CDBG Projects	Funding for contingency needs with any of the four projects. Unused funds will be reallocating to other eligible CDBG programs (Operation One Touch, Affordable Rental Housing Development).		\$104,008.00
		<b>TOTAL</b> <i>PY22 and PY23 CDBG Funds Allocated for Infrastructure &amp; Facility Improvements serving LMI individuals/households.</i>	\$1,602,158.00

## ATTACHMENT II | CDBG Infrastructure & Public Facilities Projects

### Project Descriptions:

**Richland County Utilities | Greenlake Subdivision Gravity Sewer Rehab** - Staff is recommending \$460,000 to fully fund the sewer rehab project. The Greenlake sub-division collection system was constructed in 1985 and has been deteriorating due to age and many pipes are in need of replacement or rehabilitation. The current plan is to renew the deteriorated pipes to new condition using a process called Cured-In-Place pipe. The manholes in the neighborhood would be repaired using a similar method called lining. 164 households in an LMI area will be impacted by reducing sewage backups and overflows that can cause environmental and health hazards.

**Midlands Housing Alliance | Renewal of Transitions Homeless Center** - Staff is recommending \$353,150 to support the physical improvements of three areas to assist in transforming the Day Center into a Community Center for the unhoused population in the downtown area: 1) creating ADA Accessible bathrooms and doors, 2) Developing a comprehensive trauma-informed redesign of Day Center for quiet/safe spaces, and 3) integration of broadband connectivity, creating three Wi-Fi gateways on campus for clients.

~~**Oliver Gospel Mission | Fresh Renewal for Men Experiencing Homelessness** - Staff is recommending \$385,000 to support the physical improvements required to ensure the Oliver Gospel Mission's aging facilities can continue to meet the needs of the homeless, especially those with physical disabilities. Funds will be used to update dorm-style bathrooms in the night-by-night area of their Men's Center, increasing the number of facilities and adding ADA accessibility to overstressed facilities. Funds will also replace all four water heaters in the Men's Center. Built in 1888 and maintained with necessary repairs and minor improvements to the residential facility, but no renovations have occurred since 2018.~~

**Richland County Recreation Commission | Hopkins Park Pool Rehabilitation** Staff is recommending \$385,000 to renovate and rehabilitate the aquatics facility located in Hopkins, SC as it is currently closed. RCRC seeks funding to renovate the facility in order to be compliant with DHEC regulations for the facility to open to the public by Summer of 2024. Major renovations are needed for the pool, pool pump, pool deck, pump house to hold new pump, and improvements for outdoor restroom facilities. A goal for this project is to add an aquatic handicap access/hydraulic lift to increase ADA accessibility.

**Serve & Connect | Renovation of former Petersen Presbyterian Church to HQ for Serve & Connect and a Community Center with Meeting Space** - Staff is recommending \$300,000 to support the renovation of the former Peterson Presbyterian Church property to include space for the Serve & Connect organization's headquarters and the creation of a community center. This property is located in an area that has limited access to public services, parks, and recreational spaces. Their intention is to repurpose the once vibrant property to create a safe space for intergenerational connection among residents in the Woodfield/Dentsville communities and surrounding neighborhoods. Upgrades to the facility include HVAC, security systems, water damage repair, lighting and ceiling aspects, and creation of office and meeting spaces.



**Informational Agenda Briefing**

<b>Prepared by:</b>	Callison Richardson	<b>Title:</b>	Division Manager
<b>Department:</b>	Grants and Community Outreach	<b>Division:</b>	Community Development
<b>Date Prepared:</b>	November 28, 2023	<b>Meeting Date:</b>	December 5, 2023
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Regular Session		
<b>Subject:</b>	Update: Grants & Community Outreach - FY23-24 CDBG Public Service Projects and Public Facilities Infrastructure Projects		

The Community Development Division received word on Tuesday, November 28th from Oliver Gospel Mission that the organization will decline the CDBG Award of \$385,000 for the renewal of the Oliver Gospel Mission Men’s Center. The organization's new Senior Advancement Officer shared that due to unforeseen circumstances, Oliver Gospel Mission is not equipped to handle such a CDBG grant at this time, but hopes to have the capacity for such grants in the future.

This award was approved unanimously by the Administration & Finance Committee at its Thursday, November 17, 2023 meeting during its consideration of the FY23-24 CDBG Public Service Projects and Public Facilities Infrastructure Projects.

As the County is facing an impending HUD Timeliness Test, it is imperative these CDBG funds are reallocated to an eligible, shovel-ready project for timeline expending by July 30, 2024.

Community Development staff is requesting these \$385,000 in CDBG funds be reallocated to the Richland County Recreation Commission (RCRC) to support the Hopkins Park Pool rehabilitation project and other eligible projects county-wide as funds are available. RCRC applied during this CDBG NOFA cycle with a strong proposal; however, due to some uncertainty with the scope of the project (a rehab versus a total redo), County staff were unable to recommend the project during this round. However, Community Development staff have met with the RCRC Grants Manager and another member of their team since the project recommendations were made to the A&F Committee. The future of the project was discussed, and it is now understood new leadership at RCRC has set a goal to have the Hopkins Pool open by Summer 2024. This fits Community Development’s expenditure timeline well as these funds must be expended by July 30, 2024.

With Council's approval, Community Development will include the Richland County Recreation Commission as a Program Year 2023 CDBG Subrecipient of Public Facility funding in the amount of \$385,000 for a project to begin in early 2024.



**AND IT IS SO RESOLVED** this 5th day of December, 2023.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)

ATTEST:

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Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

**EXHIBIT A**

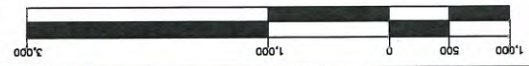


# Master Development Plan ± 761-Acre Pineview Industrial Park Richland County, South Carolina



Prepared by: Alliance Consulting Engineers, Inc.

Project No: 20299-0040  
April 27, 2022

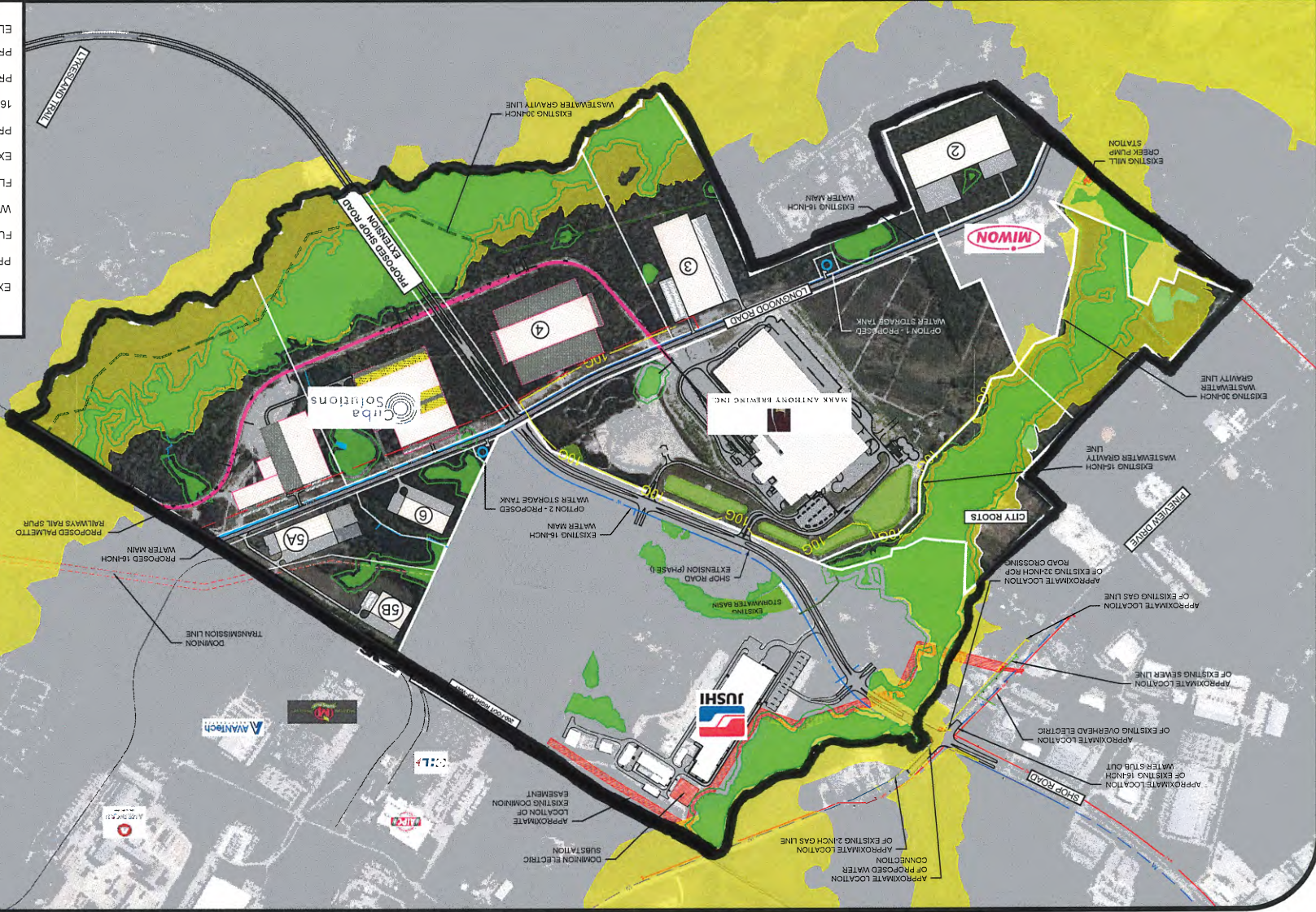


**LEGEND**

- ELECTRICAL RIGHT-OF-WAY
- PROPOSED WASTEWATER
- PROPOSED 16-INCH WATER MAIN
- 16-INCH WATER MAIN
- PROPOSED RAILWAY
- EXISTING RAILWAY
- FLOOD ZONE
- WETLANDS
- FUTURE SHOP ROAD
- PROPOSED PAVEMENT
- EXISTING PAVEMENT

**Parcel Summary Chart**

PROPOSED BUILDING AREA (SF)	± 400,000	± 32	2	± 34	± 43	3	± 67	4	± 104	± 350,000	± 170,000	± 18	± 21	± 16	± 91,000	± 100,000	± 21	6	± 17	± 21	± 69	WETLANDS/FLOOD ZONE	± 383	TOTAL DEVELOPABLE	± 452	TOTAL ACRES	
1	± 206	± 206	1	± 206	± 206	1	± 206	± 206	± 206	± 206	± 206	± 206	± 206	± 206	± 206	± 206	± 206	± 206	± 206	± 206	± 206	± 206	± 206	± 206	± 206	± 206	± 206



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: December 5, 2023  
Second Reading:   
Public Hearing:   
Third Reading:

**EXHIBIT A**  
**FORM OF AGREEMENT**

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**PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**EARLEWOOD APARTMENT RENTAL PROPERTIES, LLC**

**Effective as of: [\_\_\_\_\_, 2024]**

## PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

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

### WITNESSETH:

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

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

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

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

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

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

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

## ARTICLE I REPRESENTATIONS

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

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

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

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

## ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

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



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

### **Section 2.2. Public Infrastructure Commitment.**

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

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

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

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

**Section 2.3. Public Infrastructure Credit.**

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

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

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

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

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

terms of the County’s Resolution dated December 12, 2017, which is attached hereto as Exhibit E, as may be amended by subsequent resolution, with respect to the Company.

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

### **ARTICLE III DEFAULTS AND REMEDIES**

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

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

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

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

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

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

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

**Section 3.2. Remedies on Default.**

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

(i) terminate this Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Agreement; or

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

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

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

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

## **ARTICLE IV MISCELLANEOUS**

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

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

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

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

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

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

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

**Section 4.5. Limitation of Liability.**

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

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

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

**Section 4.6. Indemnification Covenant.**

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

(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 delivered and confirmed by United States first-class, registered mail, postage prepaid addressed as follows:

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204
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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
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if to the Company:	Earlewood Apartment Rental Properties, LLC Attn: Alex Dmyterko Address: 5 Century Drive, Suite 240 Greenville, South Carolina 29607
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with a copy to  
(does not constitute notice):

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

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

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

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

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

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

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

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

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

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

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

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

*[TWO SIGNATURE PAGES FOLLOW]*

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*



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

**RICHLAND COUNTY, SOUTH CAROLINA**

---

Chair, Richland County Council

(SEAL)  
ATTEST:

---

Clerk to Council, Richland County Council

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

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

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

**EARLEWOOD APARTMENT RENTAL  
PROPERTIES, LLC**

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

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

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

*[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]*

**EXHIBIT A**

**LAND DESCRIPTION**

**PARCEL "A"**

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

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

**PARCEL "B"**

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

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

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

**PARCEL “C”**

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

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

**EXHIBIT B** (See Section 2.2)

**DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE**

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

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

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

**EXHIBIT C (See Section 2.3)**

**DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT**

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

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10<sup>th</sup> 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**

[To be inserted.]

**EXHIBIT E (See Section 2.4)**

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

See attached.



**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,  
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY  
PRACTICES CONCERNING ECONOMIC DEVELOPMENT  
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

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

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

**Section 3.** A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office  
Attention: Kim Mann  
1201 Main Street, Suite 910  
Columbia, SC 29201

**Section 4.** This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.


**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

# Richland County Council Request for Action

**Subject:**

2023-2024 County Administrator Evaluation Process

**Notes:**

November 16, 2023 – The Employee Evaluation and Oversight Committee recommended Council accept the consultant’s recommended evaluation schedule.

# Richland County Council Request for Action

**Subject:**

2023-2024 County Attorney and Clerk to Council Performance Evaluation Process

**Notes:**

November 16, 2023 – The Employee Evaluation and Oversight Ad Hoc Committee recommended Council accept the consultant’s evaluation schedule.



## **REQUEST OF ACTION**

**Subject:** FY24 - District 2 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$5,000** for District 2.

### **B. Background / Discussion**

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

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

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 2 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 33,350
F.U.N.D.S. Inc.	\$ 5,000
<b>Total Allocation</b>	<b>\$ 5,000</b>
<b>Remaining FY2024 Balance</b>	<b>\$ 62,775</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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



## **REQUEST OF ACTION**

**Subject:** FY24 - District 4 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$10,000** for District 4.

### **B. Background / Discussion**

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

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

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 4 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 81,325
Columbia City Ballet (SC Ballet)	\$ 5,000
SC Philharmonic	\$ 5,000
<b>Total Allocation</b>	<b>\$ 10,000</b>
<b>Remaining FY2024 Balance</b>	<b>\$123,750</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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





## **REQUEST OF ACTION**

**Subject:** FY24 - District 5 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$30,000** for District 5.

### **B. Background / Discussion**

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

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

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 5 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 47,625
SC Philharmonic	\$ 10,000
Columbia Classical Ballet	\$ 5,000
Ann Brodie’s Carolina Ballet	\$ 5,000
Columbia City Ballet (SC Ballet)	\$ 5,000
Trustus Theatre	\$ 5,000
<b>Total Allocation</b>	<b>\$ 30,000</b>
<b>Remaining FY2024 Balance</b>	<b>\$ 47,650</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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



## **REQUEST OF ACTION**

**Subject:** FY24 - District 7 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$4,500** for District 7.

### **B. Background / Discussion**

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

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

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

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 53,025
Pink & Green Community Service Foundation	\$ 4,500
<b>Total Allocation</b>	<b>\$ 4,500</b>
<b>Remaining FY2024 Balance</b>	<b>\$100,950</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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



## **REQUEST OF ACTION**

**Subject:** FY24 - District 8 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$16,000** for District 8.

### **B. Background / Discussion**

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

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

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 8 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$135,125
Captain’s Hope Inc.	\$ 10,000
Pink & Green Community Service Foundation	\$ 6,000
<b>Total Allocation</b>	<b>\$ 16,000</b>
<b>Remaining FY2024 Balance</b>	<b>\$191,550</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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



## **REQUEST OF ACTION**

**Subject:** FY24 - District 9 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$10,000** for District 9.

### **B. Background / Discussion**

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

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

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 9 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$222,325
Columbia Classical Ballet	\$ 10,000
<b>Total Allocation</b>	<b>\$ 10,000</b>
<b>Remaining FY2024 Balance</b>	<b>\$264,750</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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





## **REQUEST OF ACTION**

**Subject:** FY24 - District 11 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$11,500** for District 11.

### **B. Background / Discussion**

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

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

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 11 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding		\$ 82,425
FY2023 Remaining		\$184,527
	Historic Columbia: African American Tourism Program	\$ 11,500
<b>Total Allocation</b>		<b>\$ 11,500</b>
<b>Remaining FY2024 Balance</b>		<b>\$247,552</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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