

# **RICHLAND COUNTY**

## **REGULAR SESSION**

### **AGENDA**



**TUESDAY JULY 18, 2023**

**6:00 PM**

**COUNCIL CHAMBERS**

# Richland County Council 2023



Derrek Pugh  
District 2



Jason Branham  
District 1



Gretchen Barron  
District 7



Yvonne McBride  
District 3



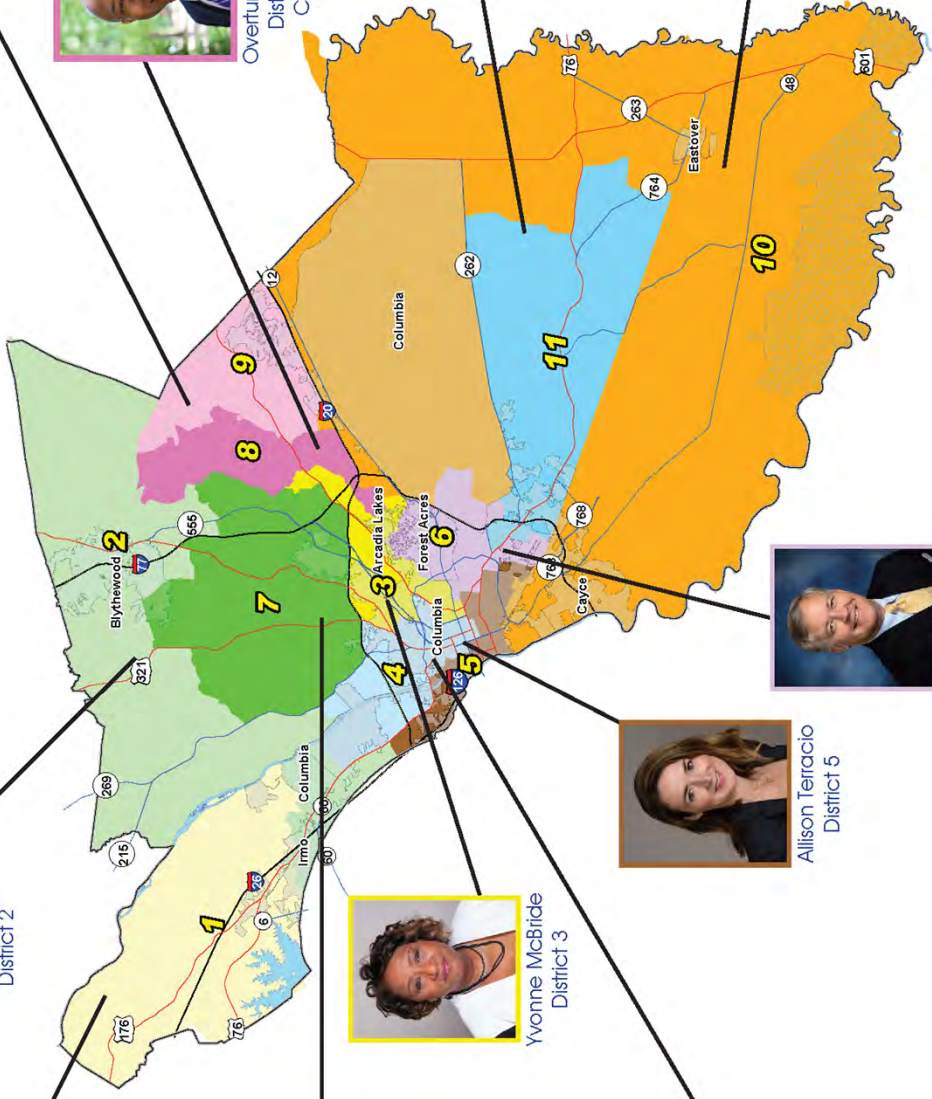
Paul Livingston  
District 4



Allison Terracio  
District 5



Don Weaver  
District 6



Overture Walker  
District 8  
Chair



Chakisse Newton  
District 11



Cheryl English  
District 10



Jessica Mackey  
District 9  
Vice Chair



**Richland County  
Regular Session**

**AGENDA**

July 18, 2023 - 6:00 PM  
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER** The Honorable Overture Walker
    - a. **Roll Call**
  2. **INVOCATION** The Honorable Allison Terracio
  3. **PLEDGE OF ALLEGIANCE** The Honorable Allison Terracio
  4. **PRESENTATION OF PROCLAMATION**
    - a. A Proclamation recognizing Senior Resources Inc. and declaring August 21st as Senior Citizens Day The Honorable Cheryl English  
The Honorable Derrek Pugh  
The Honorable Yvonne McBride  
The Honorable Paul Livingston  
The Honorable Allison Terracio  
The Honorable Don Weaver  
The Honorable Gretchen Barron  
The Honorable Overture Walker  
The Honorable Jessica Mackey  
The Honorable Chakisse Newton
    - b. A Proclamation Recognizing the 2023 Miss South Carolina The Honorable Jessica Mackey
  5. **APPROVAL OF MINUTES** The Honorable Overture Walker
    - a. Special Called Meeting: July 11, 2023 [\[PAGES 10-17\]](#)
  6. **ADOPTION OF AGENDA** The Honorable Overture Walker
  7. **REPORT OF ATTORNEY FOR EXECUTIVE SESSION ITEMS** Patrick Wright,  
County Attorney
- After Council returns to open session, council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly noticed meeting.*
8. **CITIZEN'S INPUT** The Honorable Overture Walker
    - a. For Items on the Agenda Not Requiring a Public Hearing

**9. 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.)

**10. REPORT OF THE COUNTY ADMINISTRATOR**

Leonardo Brown,  
County Administrator

- a. Updates for Consideration:
  - 1. Classification & Compensation Study Report [\[PAGES 19-65\]](#)
- 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. Utilities - Eastover Wastewater Treatment Plant Expansion Engineering Services [\[PAGES 66-70\]](#)
  - 2. Utilities - Lagoon Closure Project - Richland County School District 1 (RCSD1) [\[PAGES 71-73\]](#)
  - 3. Grants & Community Outreach - 2023 Annual Action Plan and 2022-2026 Five-Year Consolidated Plan Substantial Amendment [\[PAGES 74-420\]](#)

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

Anette Kirylo,  
Clerk to Council

**12. REPORT OF THE CHAIR**

The Honorable Overture Walker

**13. OPEN/CLOSE PUBLIC HEARINGS**

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 2019 Bull Street Owner, LLC, a company formerly known to the County as Project Urban Renewal; and other related matters
- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Huger Flats, LLC a company formerly known to the County as Project Wichita and other related matters

- c. An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Section 21-20, Road Paving Program; Subsection (i); so as to remove specific language
- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Clayton Properties Group, Inc. d/b/a Mungo Homes (formerly known to the County as Project Foundation) to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

**14. APPROVAL OF CONSENT ITEMS**

The Honorable Overture Walker

- a. Case # 23-009MA  
Michael Bell  
RU to GC (3 Acres)  
S/S Garners Ferry Road  
TMS # R21800-05-20 (Portion of) [THIRD READING]  
[\[PAGES 421-422\]](#)
- b. An Ordinance Amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; by amending the Business License Class Schedule Table and the Business License Schedule Rates Table so as to make conforming changes  
[SECOND READING] [\[PAGES 423-428\]](#)

**15. 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 2019 Bull Street Owner, LLC, a company formerly known to the County as Project Urban Renewal; and other related matters [\[PAGES 429-456\]](#)
- 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 Huger Flats, LLC, a company formally known to the County as Project Wichita; and other related matters [\[PAGES 457-480\]](#)

- c. Proposed Chapter 21 (Dirt Road Paving) Ordinance Amendment: "An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Section 21-20, Road Paving Program; Subsection (i); so as to remove specific language" [\[PAGES 481-497\]](#)
- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Clayton Properties Group, Inc. d/b/a Mungo Homes (formerly known to the County as Project Foundation) to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [\[PAGES 498-531\]](#)

**16. SECOND READING ITEMS**

The Honorable Overture Walker

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina, and Vista Depot Holding, LLC, among other of its affiliates, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [\[PAGES 532-569\]](#)
- b. Authorizing the execution and delivery of one or more fee-in-lieu of ad valorem taxes and incentive agreements by and between Richland County, South Carolina and Project Growth to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [\[PAGES 570-603\]](#)

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

The Honorable Paul Livingston

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes and incentive agreement between Richland County, South Carolina and Vista Depot Holding, LLC, among other of its affiliates; identifying the project; and other matters related thereto [\[PAGES 604-605\]](#)

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

The Honorable Gretchen Barron

**a. NOTIFICATION OF APPOINTMENTS**

- I. Employee Grievance - 5 Employee Grievance Committee – Two (2) Member Vacancies and (4) Alternates

- 1. Antonio Manigault (Interviewed June 6, 2023)

2. Ernest Starling
3. Mark Taylor
4. Stephanie Cameron
5. Kevin Bland
6. Kenneth Kinney
7. Dawn Green
8. Derrick Williams
9. Clarissa Dickerson
10. Sharon Long
11. Shep Headley
12. Alexander Burton
13. Tameka Barczak
14. Julia Anderson
15. Keisha Bell

**19. REPORT OF THE CORONAVIRUS AD HOC COMMITTEE** The Honorable Gretchen Barron  
[\[PAGES 606-637\]](#)

- a. American Rescue Plan Application Review and Recommendation:
  1. Workforce Training
  2. Education Assistance
  3. Food Insecurity

**20. REPORT OF THE COMMUNITY IMPACT GRANTS COMMITTEE** The Honorable Jesica Mackey

- a. Fiscal Year 2024 Grant Application Review

**21. OTHER ITEMS** The Honorable Overture Walker

- a. FY24 - District 5 Hospitality Tax Allocations [\[PAGES 638-639\]](#)
  1. Main Street Latin Festival - \$1,500
  2. CMDC Ag + Art Tour - \$2,900
  3. 701 Center for Contemporary Art - \$5,000

b. FY24 - District 6 Hospitality Tax Allocations [PAGES 640-641]

1. The Therapy Place - \$10,000

**22. 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.*

**23. MOTION PERIOD**

The Honorable Allison Terracio

a. I move the County Council authorize the County Administrator to enter into negotiations with Divine Auro Development, LLC or its Assignee regarding the potential sale of the property located at 1430 Colonial Life Blvd., also known as, the old Haverty's property.

**24. 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

July 11, 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, Allison Terracio, Don Weaver, Cheryl English, and Chakisse Newton.

Not Present: Paul Livingston and Gretchen Barron

OTHERS PRESENT: Michelle Onley, Kyle Holsclaw, Dale Welch, Aric Jensen, Patrick Wright, Leonardo Brown, Anette Kirylo, Jeff Ruble, Ashiya Myers, Chelsea Bennett, Lori Thomas, Michael Maloney, John Thompson, Sandra Haynes, Stacey Hamm, Jennifer Wladischkin, Quinton Epps, Susan O’Cain, Tamar Black, Jani Hussain, Zachary Cavanaugh, Thomas Gilbert, Crayman Harvey, Judy Carter, Terry Wise Abhijit Deshpande, and Wayne Thornley

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 6:00 PM.

Mr. Walker stated, for the record, Mr. Livingston was not present due to a personal matter, and Ms. Barron was traveling for business.

2. **INVOCATION** – The Invocation was led by the Reverend Stephen Robinson, Unitarian Universalist Church.

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

POINT OF PERSONAL PRIVILEGE – Mr. Walker acknowledged that former Councilmember Bill Malinowski, Recreation Commission Chair Rob Lapin, and Vice-Chair Donzetta Lindsay were in the audience.

4. **PRESENTATION OF PROCLAMATIONS**

- a. A Proclamation supporting the SC American Revolution Sestercentennial Commission and recognizing the Richland County 250 Committee [WEAVER] – Mr. Weaver presented a proclamation supporting the SC American Revolution Sestercentennial Commission and recognizing the Richland County 250 Committee.
- b. A Proclamation recognizing Richland County’s Economic Development Director [Jeff Ruble on being named the “Local Developer of the Year” by the South Carolina Economic Developers’ Association [MACKEY, BRANHAM, PUGH, McBRIDE, LIVINGSTON, TERRACIO, BARRON, WALKER, ENGLISH, and NEWTON] – Ms. Mackey presented a proclamation recognizing the Economic Development Director Jeff Ruble on being named the “Local Developer of the Year” by South Carolina Economic Developers’ Association.
- c. A Proclamation recognizing the Richland County Recreation Commission and declaring July as Park and Recreation Month [WALKER, BRANHAM, PUGH, McBRIDE, LIVINGSTON, TERRACIO, BARRON, MACKEY, and NEWTON] – Ms. Mackey presented a proclamation recognizing the Richland County Recreation Commission and declaring July as Park and Recreation Month.

**POINT OF PERSONAL PRIVILEGE** – Mr. Pugh stated the Recreation Commission holds a big space in his heart. He spent seven years of his professional career there. He thanked everyone associated with the Recreation Commission for everything they do for Richland County.

5. **APPROVAL OF MINUTES**

- a. Special Called Meeting: June 13, 2023
- b. Special Called Meeting: June 20, 2023
- c. Zoning Public Hearing: June 27, 2023

Ms. Terracio moved to approve Items 5(a) – 5(c) as distributed, seconded by Ms. McBride.

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

Not Present: Livingston and Barron

The vote in favor was unanimous.

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

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

Not Present: Livingston and Barron

The vote in favor was unanimous.

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

- a. Community Planning and Development – Conservation – Cabin Branch Property Acquisition

8. **CITIZENS' INPUT**

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

9. **CITIZENS' INPUT**

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

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Request to Purchase – 1430 Colonial Life Blvd. W, Columbia, SC 29210 – TMS # 07304-04 – Mr. Leonardo Brown, County Administrator, stated the County had received a letter of interest in acquiring the property commonly referred to as the Haverty's Building. Additional information will be provided at the next Council meeting.

Ms. McBride reiterated this offer will go through the proper procedures, as with other properties the County has sold.

Mr. Brown stated the process is that Council has to be notified. Council would then need to choose whether to take action, and we would proceed from there. Generally, the information has been shared with the person of interest. He noted he would be following up with the interested party to explain the details of how it moves through the body.

Ms. Newton indicated she was curious about how the body wishes to handle the initial notification to Councilmembers of offers regarding County property purchases.

Mr. Brown responded that there must be a mechanism for an item to come before the body. If someone approaches the County and is interested in donating or acquiring a property, the initial process will be a notice to Council. Councilmembers will hear general information, and he will provide details. From there, the County has multiple steps it could take to consider the offer. The offer would not necessarily come from an individual Councilmember because he is charged with managing the County's property on behalf of Richland County. Therefore, he feels this is the best way to get it on the record and begin the process.

- b. Interactive LDC Map Update – Mr. Brown noted individuals interested in seeing the proposed zoning designations can go to the County's Website - Planning Department, and click on the proposed zoning maps. This will show if there is a proposed change in their particular locale.
- c. Prioritization of Communication Efforts – Mr. Brown requested Councilmembers to give some thought to forming a Communications Advisory Team to assist with prioritizing communication efforts for the County.

Ms. Newton requested the Communications Office continue providing the constituents with information regarding the Land Development.

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

- a. Strategic Planning Forum Update – Ms. Anette Kirylo, Clerk to Council, proposed..... January 17-19, 2024, or January 24-26, 2024, to hold the 2024 Strategic Planning Forum.

Ms. Mackey moved to select January 17-19 as Option #1 and January 24-26 as Option #2, seconded by Ms. Terracio.

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

Not Present: Livingston and Barron

The vote in favor was unanimous.

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

13. **OPEN/CLOSE PUBLIC HEARING**

- a. An Ordinance authorizing deed to the City of Columbia for certain sanitary sewer lines to serve the Arthurtown, Little Camden, and Taylors Sanitary Sewer System, Phase I – No one signed up to speak.
- b. An Ordinance Authorizing the deed to Allen University for 1741 Cushman Drive, Columbia, South Carolina, Richland County TMS # 14103-02-20A
  - 1. Ms. Shirley Geiger, 4202 Pine Forest Drive, Columbia, SC 29204
- c. An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Section 21-20, Road Paving Program; Subsection (i); so as to remove specific language
  - 1. Kim Murphy, 154 Old Laurel Lane, Chapin, SC 29036
  - 2. Bill Malinowski, 11824 Broad River Road, Chapin, SC 29036
- d. Authorizing the joint development and creation of a multi-county park with Fairfield County for the Scout Motors Project; authorizing the execution and delivery of an agreement governing the multi-county park; authorizing the inclusion of certain property located in Richland County in the multi-county park; and other related matters – No one signed up to speak.

14. **APPROVAL OF CONSENT ITEMS**

- a. An Ordinance authorizing deed to the City of Columbia for certain sanitary sewer lines to serve the Arthurtown, Little Camden, and Taylors Sanitary Sewer System, Phase I [THIRD READING]
- b. Case #23-009MA  
Michael Bell  
RU to GC (3 Acres)  
S/S Garners Ferry Road  
TMS # R21800-05-20 (portion of) [SECOND READING]
- c. An Ordinance Amending the Richland County Code of Ordinances; Chapter 16, License and Miscellaneous Business Regulations; by amending the Business License Class Schedule Table and the Business License Schedule Rates Table so as to make conforming changes [FIRST READING]
- d. County Administrator – Reimbursement Resolution for 2023-24 General Obligation Bond for Family Services Center and Improvements at Alvin S. Glenn Detention Center

Mr. Pugh moved to approve Items 14(a) – 14(d), seconded by Ms. Newton.

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

Not Present: Livingston and Barron

The vote in favor was unanimous.

15. **THIRD READING ITEM**

- a. An Ordinance authorizing a deed to Allen University for 1741 Cushman Drive, Columbia, South Carolina, Richland County TMS # 14103-02-20A – Ms. McBride moved to approve this item, seconded by Ms. Mackey.

In Favor: Branham, McBride, Terracio, Weaver, Walker, English, and Newton

Recuse: Pugh (due to being on the faculty of Allen University)

Not Present: Livingston and Barron

The vote in favor was unanimous.

Ms. Mackey moved to have the proceeds from the sale go into the Capital Improvement account, seconded by Mr. Weaver.

Ms. Newton requested to amend the motion to designate the funds for a future Emergency Operations Center.

Mr. Walker inquired as to what would give Mr. Brown the most flexibility.

Mr. Brown replied Ms. Mackey's motion would give him the most flexibility. Ms. Newton is very specific.

Ms. Newton noted the land, when purchased, was specifically for the Emergency Operations Center. Funds would have to be acquired if we should start the process again. To her, it felt like preserving what the original purpose was.

Ms. Mackey accepted the friendly amendment to her motion.

Ms. McBride inquired if proceeds from the sale of property typically go to the General Fund.

Mr. Brown responded when the County receives funds, they usually go into the General Fund unless they are a Special Revenue or other designated fund.

Ms. McBride noted Council has set priorities on some capital projects and would hate to see us tie the funds down to a particular area when there are other places the funds may be needed.

Ms. Newton pointed out that if the funds were no longer needed for an Emergency Operations Center Council could make a motion to release the funds.

Mr. Wright reiterated that at any point Council could move the funds into the General Fund.

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

Recuse: Pugh (due to being on the faculty of Allen University)

Opposed: McBride

The vote was in favor.

Ms. Mackey moved to reconsider Item 15(a), seconded by Ms. English.

In Favor: McBride

Recuse: Pugh (due to being on the faculty of Allen University)

Opposed: Branham, Terracio, Weaver, Walker, Mackey, English, and Newton

The motion for reconsideration failed.

For the record, Ms. McBride stated she intended to vote in opposition to the motion for reconsideration and supported the motion to approve Item #15(a).

- b. Authorizing the joint development and creation of a multi-county park with Fairfield County for the Scout Motors Project; authorizing the execution and delivery of an agreement governing the multi-county park; authorizing the inclusion of certain property located in Richland County in the multi-county park; and other related matters – Ms. English moved to approve this item, seconded by Ms. Mackey.

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

Not Present: Livingston and Barron

The vote in favor was unanimous.

16. **SECOND READING ITEMS**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Foundation to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Ms. McBride moved to approve this item, seconded by Ms. Mackey.

Ms. Terracio inquired if this company is already headquartered in Richland County and will be expanding.

The response was in the affirmative.

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

Not Present: Livingston and Barron

The vote in favor was unanimous.

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

- a. Authorizing the execution and delivery of fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina, and Vista Depot Holding, LLC, among other of its affiliates, to provide for payment of

a fee-in-lieu of taxes; authorizing certain infrastructure credits and other related matters [FIRST READING] – Ms. McBride indicated this item is for the development of an 11.9-acre parcel in the Vista, with two new hotels. One of which will be a 4-Star hotel. In addition, a 183-unit multi-family housing complex. This proposed development represents a potential investment of \$135M and the creation of 100 new full-time positions. The County proposes a 30-year fee-in-lieu of tax agreement, with a 50% special revenue credit for 15 years. The committee recommended approval of this item.

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

Not Present: Livingston and Barron

The vote in favor was unanimous.

- b. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Growth; identifying the project; and other matters related thereto – Ms. McBride stated this is a resolution legally recognizes Project Growth so they can capture expenditures. The committee recommended approval of this item.

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

Not Present: Livingston and Barron

The vote in favor was unanimous.

- c. Authorizing the execution and delivery of one or more fee-in-lieu of ad valorem taxes and incentive agreements by and between Richland County, South Carolina and Project Growth to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] – Ms. McBride stated this is First Reading for a potential investment of \$29M in 341,000 sq. ft. of industrial space near Shop Road. The County proposes a 30-year fee-in-lieu of tax agreement, with a 10-year special source revenue credit of 35%. The committee recommended approval of this item.

Ms. Terracio inquired about what kind of industrial project this will be.

Mr. Ruble responded it is speculative development. They will be building the space. The idea is to take the property off the tax bill and put it into a fee agreement. If a manufacturer or someone occupies the property, that gives the County more latitude to offer incentives for the real and personal property.

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

Not Present: Livingston and Barron

The vote in favor was unanimous.

18. **REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE**

- a. An Ordinance of the County of Richland County, South Carolina, revising the zoning map of unincorporated Richland County, South Carolina, to change the zoning designation for all real property located in the unincorporated areas of Richland County, as described herein; and providing for severalty and an effective date [FIRST READING] – Ms. Newton moved to defer First Reading until September 12, 2023, seconded by Ms. Terracio.

Ms. Newton requested staff to distribute the potential dates of July 18<sup>th</sup> or August 29<sup>th</sup> for a Land Development Code work session.

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

Not Present: Livingston and Barron

The vote in favor was unanimous.

- b. Direct the Administrator to research and present to Council current laws and benefits of enacting impact fees in Richland County. The purpose is to help reduce the tax burden on residents by not having to pay the complete cost of development in Richland County [MALINOWSKI (PUGH & NEWTON) – January 3, 2023] – Ms. Newton stated the committee recommended directing the Administrator to secure outside sources or resources to support the request made by the committee.

Ms. Terracio thanked Mr. Malinowski for bringing this matter forward.

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

Opposed: Weaver

Not Present: Livingston and Barron

The vote was in favor.

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

- a. Community Planning and Development – Conservation – Cabin Branch Property Acquisition – This item was taken up in Executive Session.

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

- a. Transportation Facility Needs Study – Mr. Walker stated the committee recommended Council approve issuing a request for proposals (RFP) for a study to determine County-wide transportation needs. The Penny Program County-wide Fund will fund the work in an amount not to exceed \$300,000.

Ms. Newton inquired about the completion date of the study.

Mr. Michael Maloney, Public Works Director, responded that 90% completion is planned for January/February 2024.

Ms. Newton also inquired if the plan will also take into account input from the Long-Range Transportation Plan from the Central Midlands Council of Governments (CMCOG).

Mr. Maloney responded the study would take input from the CMCOG, NPO, SCDOT, and the City of Columbia.

Ms. Terracio inquired if we are considering other types of public transportation in the study.

Mr. Maloney responded we are looking at what we currently have and other multi-use opportunities.

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

Not Present: Livingston and Barron

The vote in favor was unanimous.

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

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

Not Present: Livingston and Barron

The motion for reconsideration failed.

21. **REPORT OF THE CORONAVIRUS AD HOC COMMITTEE**

- a. American Rescue Plan Application Review and Recommendation:

1. Workforce Training
2. Education Assistance
3. Food Insecurity

Mr. Branham moved to defer this item to the July 18<sup>th</sup> Council meeting, seconded by Ms. Newton.

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

Recuse: Terracio

The vote in favor was unanimous.

22. **OTHER ITEMS**

- a. FY23 – District 2 Hospitality Tax Allocations: (Omega Men of Columbia - \$10,000)
- b. FY23 – District 3 Hospitality Tax Allocations: (Columbia World Affairs Council - \$10,000)

Mr. Pugh moved to approve Items 22(a) and (b), seconded by Ms. Newton.

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

Not Present: Livingston and Barron

The vote in favor was unanimous.

Ms. English moved to reconsider Items 22(a) and (b), seconded by Ms. Newton.

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

Not Present: Livingston and Barron

The motion for reconsideration failed.

- c. A Resolution to appoint and commission John M. Thompson as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Ms. Terracio moved to approve this item, seconded by Ms. Newton.

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

Not Present: Livingston and Barron

The vote in favor was unanimous.

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

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

Not Present: Livingston and Barron

The motion for reconsideration failed.

23. **EXECUTIVE SESSION**

- a. Community Planning and Development – Conservation – Cabin Branch Property Acquisition

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

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

Not Present: Livingston and Barron

The vote in favor was unanimous.

***Council went into Executive Session at approximately 7:21 PM  
and came out at approximately 7:30 PM***

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

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

Not Present: Livingston and Barron

The vote in favor was unanimous.

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

- a. Community Planning and Development – Conservation – Cabin Branch Property Acquisition – Ms. Mackey stated the committee recommended allowing staff to move forward with a grant application related to the property acquisition.

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

Not Present: Livingston and Barron

The vote in favor was unanimous.

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

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

Not Present: Livingston and Barron

The motion for reconsideration failed.

- 24. **MOTION PERIOD** – No motions were submitted.

- 25. **ADJOURNMENT** – Mr. Pug moved to adjourn the meeting, seconded by Ms. Terracio.

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

Not Present: Livingston and Barron



The vote in favor was unanimous.

The meeting adjourned at approximately 7:32 PM.



## Report of the County Administrator

Regular Session - July 18, 2023

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### UPDATES FOR CONSIDERATION:

#### Classification & Compensation Study Report

#### 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)*

**Utilities - Eastover Wastewater Treatment Plant Expansion Engineering Services:** Richland County Utilities (RCU) recommends approval of the estimated engineering services for the Eastover Wastewater Treatment Plant Expansion.

**Utilities - Lagoon Closure Project - Richland County School District 1 (RCSD1):** Utilities staff recommends County Council approve awarding the Lagoon Closure project to AAA Utility and Construction, LLC in the amount of \$2,534,449.50.

**Grants & Community Outreach - 2023 Annual Action Plan and 2022-2026 Five Year Consolidated Plan Substantial Amendment:** The Community Development Division recommends approval of the following plans for submission to U.S. Department of Housing and Urban Development for the purposes of administering Community Development Block Grant (CDBG), HOME Investment Partnership, and Emergency Solutions Grant (ESG) funds:

1. The FY 2023 Annual Action Plan to administer and allocate \$1,723,394 in CDBG funds, \$941,966 in HOME funds, and \$148,882 in ESG funds for submission to HUD on or before Tuesday, August 15, 2023;
2. The Substantial Amendment to the 2022-2026 Five Year Consolidated Plan to incorporate newly awarded ESG funds for submission to HUD on or before Tuesday, August 15, 2023.

#### ATTACHMENTS:

1. Informational Briefing – Classification & Compensation Study Report
2. Agenda Briefing: Utilities - Eastover Wastewater Treatment Plant Expansion Engineering Services
3. Agenda Briefing: Utilities - Lagoon Closure Project - Richland County School District 1 (RCSD1)
4. Agenda Briefing: Grants & Community Outreach - 2023 Annual Action Plan and 2022-2026 Five Year Consolidated Plan Substantial Amendment



**Informational Agenda Briefing**

<b>Prepared by:</b>	Lori Thomas	<b>Title:</b>	Assistant County Administrator
<b>Department:</b>	Administration	<b>Division:</b>	
<b>Date Prepared:</b>	July 10, 2023	<b>Meeting Date:</b>	July 18, 2022
<b>Approved for consideration:</b>	County Administrator		Leonardo Brown, MBA, CPM
<b>Meeting/Committee</b>	Regular Session		
<b>Subject:</b>	Classification and Compensation Study for Richland County Report		

Following a successful request for proposals (RFP), Evergreen Solutions, LLC was selected to conduct an evaluation of the current compensation and classification structure at Richland County in the fall of 2022. This engagement sought to evaluate the strengths and weaknesses of the County’s current systems, conduct a job and pay grade analysis to study internal equity, collect peer salary data to study external equity, and adjust the current compensation and classification systems to better reflect the market.

The study combines qualitative and quantitative data analysis to produce recommendations that maximize the fairness and competitiveness of an organization’s compensation structure and practices. The external market for this study was defined as identified local government organizations with similar positions as well as similar characteristics, demographics, and service offerings. Specific benchmark positions in the County were surveyed, although not all positions had matching positions at the peer organizations. The data were then analyzed comparing County classifications to the jobs performing the same duties at peer organizations to gain a fuller understanding of their market position.

Recommendations presented for the County’s consideration are those that help maximize the effectiveness and efficiency of its current compensation and classification structure. A variety of recommendations for the future were provided at various costs. Plans ranged from minor tweaks to the current compensation and classification system to wholesale changes to the entire organizational structure. These plans were designed to address the issues identified in this report while continuing to build on the strengths the County currently exhibits.

As proposed and funded in the FY 2024 budget, staff would begin meeting with departments to review specific position and employee recommendations to identify any anomalies and to finalize a plan for implementation and final pay plan proposal for Council action in December 2023 and implementation in January 2024.

Additionally, the County will consider the impact of further recommendations made by Evergreen to determine the capacity and impact of implementation of all recommendations and report to Council on the findings during the coming fiscal year.

Staff would like to proceed with departmental meetings in early August. Staff request that any specific questions or concerns relative to the report be submitted to Administration by July 31, 2023.

**ATTACHMENTS:**

1. Classification and Compensation Study for Richland County, SC - Final Report

# Classification and Compensation Study for Richland County, SC

## FINAL REPORT



Evergreen Solutions, LLC

July 10, 2023

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# Chapter 1 - Introduction

The leadership of Richland County, SC (the “County”) in keeping with its commitment to fostering good governance by attracting and retaining the employees necessary to provide high quality services determined that its current compensation and classification systems and structure needed to be updated to better reflect best practices. Evergreen Solutions, LLC (“Evergreen”) was selected by the County during Fall of 2022 as its partner to accomplish this goal. This engagement sought to evaluate the strengths and weaknesses of the County’s current systems, conduct a job and pay grade analysis to study internal equity, collect peer salary data to study external equity, and adjust the current compensation and classification systems to better reflect the market. This study and the analysis contained within provides County leadership with valuable information related to their employee demographics, opinions, and market data, as well as internal and external equity.

Internal equity relates to the fairness of an organization’s compensation practices among its current employees. Specifically, by reviewing the skills, responsibilities, and duties of each position, it can be determined whether similar positions are being compensated in an equitable manner within the organization. External equity relates to the differences between how an organization’s classifications are valued and the compensation available in the marketplace for the same skills, responsibilities, and duties. This component of the study aims to address how the County is positioned in the market relative to other local area government organizations with similar positions and to develop recommendations that allow the County to recruit and retain quality employees.

## 1.1 STUDY METHODOLOGY

Evergreen Solutions combines qualitative and quantitative data analysis to produce recommendations that maximize the fairness and competitiveness of an organization’s compensation structure and practices. It is important to note that the data utilized in the study represents a snapshot in time. As market conditions can change rapidly, it is important for the County to conduct regular market surveys to ensure their external market position does not decay. A full compensation and classification review is recommended approximately every three to five years. Some examples of project activities included:

- Conducting a project kick-off meeting
- Presenting orientation sessions to employees
- Facilitating focus group sessions with employees
- Conducting an external market salary survey
- Conducting an external market benefits survey
- Comparing the County’s benefit offerings to that in the market



- Developing recommendations for compensation management
- Revising classification descriptions based on employee JAT feedback
- Developing recommendations for compensation and classification changes
- Creating draft and final reports
- Conducting training sessions with human resources staff in the methodology used to systematically assess job classifications

### **Kickoff Meeting**

The kickoff meeting provided an opportunity to discuss the history of the County, finalize the work plan, and begin the data collection process. Data collection included the gathering of relevant background material including existing pay plans, organization charts, policies, procedures, training materials, classification specifications, and other pertinent material.

### **Employee Outreach**

Through the orientation sessions, Evergreen consultants briefed employees on the purpose and major processes of the study. This process addressed employee questions in an effort to resolve misconceptions about the study and related tasks and explained the importance of employee participation in the JAT process.

In addition, employees participated in focus group sessions designed to gather input from their varied perspectives as to the strengths and weaknesses of the current system. Feedback received from employees in this context was helpful in highlighting aspects of the organization which needed particular attention and consideration. This information provided some basic perceptual background, as well as a starting point for the research process.

### **Job Assessment Tool® (JAT) Classification Analysis**

Employees were asked to complete individual JAT surveys, where they shared information pertaining to their work in their own words. These JATs were analyzed and compared to the current classification descriptions, and classifications were individually scored based on employee responses to five compensable factor questions. Each of the compensable factors—Leadership, Working Conditions, Complexity, Decision Making, and Relationships—were given weighted values based on employee responses, resulting in a point factor score for each classification. The rank order of classes by JAT scores was used to develop a rank order of classes within the proposed compensation structure. Combined with market data, this information formed the foundation of the combined recommendations. The nature of each compensable factor is described below:

- Leadership –relates to the employee’s individual leadership role, be it as a direct report of others who have leadership responsibilities, or as an executive who has leadership over entire departments or the County as a whole.
- Working Conditions – deals with the employee’s physical working conditions and the employee’s impact on those conditions, as well as the working conditions impact or potential impact on the employee.



- Complexity – describes the nature of work performed and includes options ranging from entry-level manual or clerical tasks up to advanced scientific, legal, or executive management duties.
- Decision Making – deals with the individual decision-making responsibility of the employees. Are decisions made on behalf of the employee or is the employee making autonomous decisions that impact the individual, other employees, or even the entire organization?
- Relationships – deals with organizational structure and the nature of the employee’s working relationships. Responses range from employees who work primarily alone, those who work as members of a team, those who oversee teams, and those who oversee the organization as a whole.

## Salary Survey

The external market for this study was defined as identified local government organizations with similar positions as well as similar characteristics, demographics, and service offerings. Specific benchmark positions in the County were surveyed, although not all positions had matching positions at the peer organizations. The data were then analyzed comparing County classifications to the jobs performing the same duties at peer organizations to gain a fuller understanding of their market position.

## Recommendations

Evergreen developed recommendations for the County to consider in order to help maximize the effectiveness and efficiency of its current compensation and classification structure. Evergreen provided the County with a variety of recommendations for the future at various costs. Plans ranged from minor tweaks to the current compensation and classification system to wholesale changes to the entire organizational structure. These plans were designed to fix the issues identified in this report, while continuing to build on the strengths the County currently exhibits.

## 1.2 REPORT ORGANIZATION

This report includes the following additional chapters:

- Chapter 2 – Summary of Employee Outreach
- Chapter 3 – Assessment of Current Conditions
- Chapter 4 – Market Summary
- Chapter 5 – Recommendations

### Chapter 2 – Summary of Outreach

Outreach was conducted by two Evergreen consultants over the course of three days. The consultants met with County employees and explained the process of the study and fielded questions that employees had about the study. Focus groups were conducted to solicit





information from employees that gave Evergreen solid information to begin researching. Employees provided Evergreen their opinions on classifications that were outdated, behind market, or had trouble retaining employees.

Information was also provided on the employees' opinions of the biggest competitors to the County. Finally, employees provided information on all the positive aspects of employment with the County. Evergreen used employee opinions as a starting point for some data collection, but everything that was used during this study was independently verified by Evergreen. A full summary of the outreach can be found in **Chapter 2** of this report.

### **Chapter 3 - Assessment of Current Conditions**

An assessment of current conditions was conducted to help Evergreen better understand the current standing of the County pay plan, demographics, and compensation structures. This assessment should be considered a snapshot in time and is reflective of the conditions present within the County upon the commencement of this study. By leveraging this information, Evergreen was able to gain a better understanding of the strengths and weaknesses of the current compensation system. When combined with the market results, the Assessment of Current Conditions helped provide a basis for recommendations. A full summary of the Assessment of Current Conditions can be found in **Chapter 3** of this report.

### **Chapter 4 - Market Summary**

A salary survey was designed by Evergreen and approved by the County's human resources department. The external market was defined by Evergreen and approved by the County's human resources department. After the results were received, the data were analyzed to compare the County to the overall results. Combined with the Assessment of Current Conditions, the market survey gave Evergreen the information needed to understand the County's position relative to its labor market. A full summary of the market results can be found in **Chapter 4** of this report.

### **Chapter 5 - Recommendations**

During the recommendations phase, Evergreen provided several different solution options based on their current relationship to market. Solutions were provided that only require minor tweaks to the current compensation and classification systems, as well as some solutions that would require wholesale changes to the County's current structure. Evergreen has provided the County with recommendations that can both leverage the current compensation structure and help expand its ability to recruit and retain talent in the most competitive classifications.



## Chapter 2 – Summary of Employee Outreach

Between November 29<sup>th</sup> and December 1<sup>st</sup>, Evergreen consultants completed outreach through orientation, focus group, and department head interview sessions. Orientation sessions were conducted to inform employees about the purpose of the study, while also giving employees information about the different ways they would be asked to participate in the study. Focus groups were designed to solicit open feedback from employees concerning several topics related to compensation and classification. Overall, the goal of these groups was to gauge the general employee sentiment towards the current compensation and classification structures of County, while also gathering specific concerns employees had.

The observations in this chapter are a generalized summary of opinions, general themes, and trends expressed by employees who either participated in a focus group or provided direct feedback to Evergreen. Information that may identify the commenter has been removed. It is important to note that the views shared in this summary are perceptual in nature and may not necessarily reflect actual conditions in the County.

Comments are separated by the following four categories below:

- 2.1 General Feedback
- 2.2 Compensation and Classification
- 2.3 Market Peers
- 2.4 Summary

### 2.1 GENERAL FEEDBACK

The primary focus of this study is to address the County's compensation and classification structures. However, it is important to understand how employees currently view employment at large within the County, and as a result, general feedback was sourced from employees on what brought them to work for the County and what were the primary factors that led to their continued employment. The comments described in this section reflect the factors that incentivize prospective applicants to pursue employment with the County and reflect the reasons employees have decided to continue working for the County. These elements are important to highlight, as compensation, while an important factor, is often not the sole determination for where employees wish to work. The responses varied from skepticism in salary surveys, to salary compression, inaccurate job descriptions, and succession planning. Additional comments expressed by employees include:

- **Benefits** – Although we informed the staff that we were not performing a study on benefits, nearly all employees expressed that the new health benefits package will cost



them more than the previous one and negate COLA increases received. Since this sentiment was so pervasive it is worth inclusion in this chapter.

- **Culture** – Most employees described the quality of people they work with as the number one reason they’ve stayed with the organization. Many also commented on the satisfaction they get from doing their job. Conversely, employees across the organization mentioned that culture suffers from a sensed lack of appreciation for their efforts or the efforts of their employees. A common perception is that new talent is recruited by offering higher salaries than tenured employees which has a negative impact on culture and pay compression. Lastly, several managers expressed frustration with having to freeze one position to increase another position’s salary due to tight budgetary constraints.
- **Environment** – Many employees expressed that working in the county where they live is a significant benefit. Additionally, others expressed pride in working in the State’s Capitol County, having significant responsibilities, and making a positive impact on their community.
- **Schedule** – Employees expressed their satisfaction with the hours worked leading to a greater work life balance. Some opined that salaries should be budgeted for 40-hour work weeks, vice 37.5, as many employees work a 40-hour week and leave departments improperly budgeted.

## 2.2 COMPENSATION AND CLASSIFICATION

As the focus of this study, feedback on compensation and classification was solicited from employees. Employees were asked to identify any concerns, challenges, or limitations observed with how the County currently compensates and classifies its positions. It is important to note that the perceptions of employees listed below do not necessarily reflect or align with the data collected in the market survey, found in **Chapter 4**.

Specific feedback shared by employees related to compensation practices included the following:

- **External Equity** – Feedback on the competitiveness of pay in the County was the main theme in the focus groups and supervisor interviews. Employees shared that they believe their starting pay is lower than in other organizations and stays lower throughout their employment unless they are a mid-director. Positions for professional tradespeople are not seen as being appropriately classified compounding equity concerns. Similarly, positions classified as “secretary” were viewed as demeaning and recruiting for those positions is difficult.

The supervisor focus groups / department head interviews expressed more concerns with progression opportunities for themselves as well as frontline employees and classifications of positions titles that aligned more accurately with work performed.



To increase salaries closer to what is perceived as market average, there is a practice of employees pursuing employment outside of the County and presenting an offer letter with a higher wage to their supervisors. This the only known vehicle that allows divisions to increase employee's salary. Other employees in the classification salaries remain unchanged. The vast majority of positions perceive a disparity in external equity.

- **Internal Equity** – Some departments had concerns that positions that were comparable in work performed had significant gaps in pay grades. Additionally, there was a trend sense that most positions had outgrown their position descriptions and work performed is not accurately considered in salary computations. A comment regarding job descriptions indicated that they are outdated, and positions may have duties and responsibilities that are not accurately reflected. Some noted positions within the same classification performing very different tasks. Furthermore, there were mentions of the same classifications assigned different pay grades in different divisions. Examples were given of employees who applied for positions in other divisions with the same classification they held as their only means to get a pay raise and remain with the County. Specific positions that perceive a disparity in internal equity include:
  - Accountants
  - Attorneys
  - Customer Service positions with FOIA responsibilities
  - IT Program Analyst
  - Office Manager, Administrative Assistants, and Paralegal
  - Sheriff's Deputies
- **Turnover** – Several positions were mentioned as positions that employees feel had a high turnover ratio. Those positions included:
  - Administrative Assistants (entry-level)
  - Animal Care Officers
  - Equipment Operator I
  - Law Clerks
  - Paramedics and EMTs
  - Professional trades positions
  - Sheriff's Deputies
- **Vacancies** – Employees mentioned many vacant positions that they did not believe would not be filled any time soon. They mentioned that this places an unfair burden on current employees, who are not compensated for the extra work they perform.
  - Accountants (mid-level)
  - Engineers
  - Executive Administrative Staff
  - Grant Coordinators
  - Highly technical positions



- Mental Health manager and admin positions in the Commitment Division of the Probate Court.
  - Positions that can be remote are perceived to be hard to fill as other entities are offering remote and hybrid options.
  - Procurement positions
  - Senior Application Developer
- **Raises** – The consensus was that raises are rarely given with some staff members giving examples of going years without a pay raise. Employees largely believe that infrequent COLA increases do not constitute a legitimate pay raise. However, they believe it would be a meaningful wage increase if COLA increases were mandated annually to ensure position’s external equity. Incentive pay was an area where employees nearly unanimously agreed, stating that incentives for continued education, certifications, specialized competencies, and language proficiency should be available. Some managers were advocates of performance-based raises as a best practice to either “appreciate hard workers” or issue in combination with regular COLA increases.

Partially executing the increases in the current pay plan has provided some added benefits to employees but is largely seen in a negative light due to the resulting salary compression. While on site, Evergreen was made aware of the emotional toll from a past process and perceived disingenuousness in its adoption and application.

- **Performance Management** – Supervisors feel the evaluation process is time consuming and has no tangible output. Most feel that it is ineffective and is not properly administered. PEP was mentioned several times as a product that was once used to good effect and would be welcomed back. Tying performance management to reclassifications or additional duties would be seen positively. As mentioned in the above paragraphs, some desire to utilize performance management to effectuate merit salary increases.

## 2.3 MARKET PEERS

Focus group participants were asked to name organizations they considered to be both local and regional market peers, who they believe have similar characteristics to Richland County. Respondents shared sixteen entities. Responses are listed below and were considered when developing the list of peers for the compensation and classification survey: Participants named the following organizations with some frequency as the County’s biggest competitors in terms of employee compensation and classification:

- Aiken County
- Beaufort County
- Charleston County
- Charlotte Mecklenburg County
- City of Charlotte
- City of Columbia
- City of Irmo
- City of West Columbia



- East Richland County
- Greenville County
- Lexington County
- Private sector law firms and financial firms
- Spartanburg County
- State of South Carolina
- University of South Carolina
- York County

## **2.4 SUMMARY**

The feedback received by Evergreen provided a solid foundation for the development of recommendations for the County. The willingness of the County employees to contribute to this dialogue was evident in the number of employees that took time out of their busy schedules to provide reasonable observations with respect to potential compensation and classification strengths/weaknesses across the organization. These comments were verified and taken into consideration when identifying challenges and formulating the recommendations for the County.

Employees were generally enthusiastic when describing their passion for their job and considered working for the County a positive experience. Even though employees emphasized potential concerns, none of these are unique to the County and are found in many public-sector organizations.

The employees of the County take pride in their work, love serving their community, commonly refer to themselves as public servants, and strive to make distinct contributions to their organization and their community. The Evergreen Team used the information gathered from employees throughout the remainder of this study to arrive at appropriate recommendations for the County.



## Chapter 3 – Assessment of Current Conditions

The purpose of this chapter is to provide a statistical analysis of the compensation and classification system in place at the County at the start of this study. The assessment is divided into the following sections:

- 3.1 Analysis of the Pay Plan
- 3.2 Grade Placement Analysis
- 3.3 Quartile Analysis
- 3.4 Compression Analysis
- 3.5 Summary

The analysis represented in this chapter represents a snapshot in time – this chapter was built off of employee information collected in November of 2022. Every organization changes continuously, so this chapter is not meant to be a definitive statement on continuing compensation practices at the County. Rather, this AOCC is meant to represent the conditions that were in place when this study began. The data contained within provide the baseline for analyses through the course of this study but are not sufficient cause for recommendations in isolation. By reviewing employee data, Evergreen gained a better understanding of the structure and methods in place and identified issues for both further review and potential revision.

### 3.1 ANALYSIS OF THE PAY PLAN

The purpose of analyzing the pay plan used within the County is to help gain an overview of the compensation philosophy as it existed when the study began. The County had a system in place that categorized classifications by level and type of work. This system used numeric pay grades to represent classifications of varying level and responsibility. **Exhibit 3A** displays the County’s pay plan summarized for ease of comparison. The exhibit provides the name; each pay grade on the plan; the value of each pay grade at minimum, midpoint, and maximum; the range spread for each pay grade – which is a measure of the distance between the minimum and maximum of the grade; the midpoint progression between grades; and the number of employees per pay grade.

The County’s pay plan includes 18 occupied pay grades that hold 2080 employees. The pay range spreads fall between 25 - 80 percent. Pay grade 18 only has one employee, while pay grade 9 contains the most employees with 457.



**EXHIBIT 3A  
PAY PLAN SUMMARY**

Pay Plan	Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression	Employees
GENERAL	3	\$ 32,210	\$ 36,240	\$ 40,269	25%	-	165
GENERAL	4	\$ 32,210	\$ 38,253	\$ 44,296	38%	6%	67
GENERAL	5	\$ 32,210	\$ 40,468	\$ 48,725	51%	6%	110
GENERAL	6	\$ 33,499	\$ 43,548	\$ 53,598	60%	8%	308
GENERAL	7	\$ 36,848	\$ 47,903	\$ 58,958	60%	10%	341
GENERAL	8	\$ 40,533	\$ 52,693	\$ 64,853	60%	10%	107
GENERAL	9	\$ 44,587	\$ 57,963	\$ 71,339	60%	10%	457
GENERAL	10	\$ 46,370	\$ 64,918	\$ 83,466	80%	12%	143
GENERAL	11	\$ 51,935	\$ 72,708	\$ 93,482	80%	12%	108
GENERAL	12	\$ 58,167	\$ 81,433	\$ 104,700	80%	12%	98
GENERAL	13	\$ 65,147	\$ 91,205	\$ 117,264	80%	12%	60
GENERAL	14	\$ 72,964	\$ 102,150	\$ 131,336	80%	12%	34
GENERAL	15	\$ 81,720	\$ 114,408	\$ 147,096	80%	12%	11
GENERAL	16	\$ 93,978	\$ 131,569	\$ 169,160	80%	15%	2
GENERAL	17	\$ 108,075	\$ 151,305	\$ 194,534	80%	15%	5
GENERAL	18	\$ 124,286	\$ 174,000	\$ 223,715	80%	15%	1
GENERAL	BAILIFF	\$ -	\$ -	\$ -	-	-100%	10
GENERAL	-CLASS	\$ -	\$ -	\$ -	-	-	53
<b>Total</b>	-	-	-	-	-	-	<b>2080</b>

Comparing the summary data in **Exhibit 3A** to best practices, a number of observations can be made regarding the County's pay plan. Based on the analysis of the pay plan, the following facts can be observed:

- Range spreads—generally set between 50-70 percent—become slightly more broad than you would typically see in the market today. The range spreads do increase in a consistent manner, which is a common practice as you move up through the pay scale.
- The number of employees on each pay grade is widely varied. The number of incumbents pyramids as pay grades increase where grade 18 has only a single incumbent occupying the grade, while several pay grades contain more than a hundred employees.
- The minimum of any pay grade is \$32,210 while the maximum of any pay grade is \$223,715.





### 3.2 GRADE PLACEMENT ANALYSIS

The Grade Placement Analysis examines how employee salaries are distributed throughout the pay grades. This can help identify salary progression issues, which are usually accompanied by employee salaries that are clustered in segments of the pay grades. A clustering of employee salaries in the lower part of ranges can indicate a lack of salary progression for employees or a high level of employee turnover. A clustering of employee salaries in the high end of pay ranges can be a sign of high employee tenure or a sign that the pay ranges are behind market, forcing the organization to offer salaries near the maximum of the range to new hires. With regard to minimum and maximum salaries, employees at the grade minimum are typically newer to the organization or to the classification, while employees at the grade maximum are typically highly experienced and highly proficient in their classification. The Grade Placement Analysis examines how salaries compare to pay range minimums, midpoints, and maximums. Only pay grades with at least one incumbent are included in this analysis.

**Exhibit 3B** displays the percentage and number of employees compensated at their pay grade minimum and pay grade maximum. The percentages presented are based on the total number of employees in that grade. As can be seen in the exhibit, 18.0 percent (374 total) of all employees are compensated at their pay grade's minimum. A smaller percentage of employees, 3.9 percent (81 total), are compensated at their pay grade's maximum.



**EXHIBIT 3B**  
**EMPLOYEES AT MINIMUM AND MAXIMUM BY GRADE**

Grade	Employees	# at Min	% at Min	# at Max	% at Max
3	165	141	85.5%	4	2.4%
4	67	31	46.3%	2	3.0%
5	110	53	48.2%	2	1.8%
6	308	50	16.2%	9	2.9%
7	341	32	9.4%	4	1.2%
8	107	5	4.7%	2	1.9%
9	457	46	10.1%	1	0.2%
10	143	3	2.1%	0	0.0%
11	108	5	4.6%	0	0.0%
12	98	3	3.1%	2	2.0%
13	60	3	5.0%	1	1.7%
14	34	1	2.9%	0	0.0%
15	11	1	9.1%	1	9.1%
16	2	0	0.0%	0	0.0%
17	5	0	0.0%	0	0.0%
18	1	0	0.0%	0	0.0%
BAILIFF	10	0	0.0%	0	0.0%
NON-CLASSIFIED	53	0	0.0%	53	100.0%
<b>Total</b>	<b>2080</b>	<b>374</b>	<b>18.0%</b>	<b>81</b>	<b>3.9%</b>

In addition to assessing the number of employees at minimum and maximum, an analysis was conducted to determine the number of employees below and above pay grade midpoint. The percentages refer to the percentage of employees in each pay grade that are above and below midpoint. **Exhibit 3C** displays the results of this analysis: a total of 1724 employees are compensated below their pay grade midpoint—which is 82.9 percent of all employees for the County. There are 346 employees compensated above the midpoint of their pay grade, which is 16.6 percent of all employees.



**EXHIBIT 3C  
EMPLOYEES ABOVE AND BELOW MIDPOINT BY PAY GRADE**

<b>Grade</b>	<b>Employees</b>	<b># &lt; Mid</b>	<b>% &lt; Mid</b>	<b># &gt; Mid</b>	<b>% &gt; Mid</b>
3	165	152	92.1%	13	7.9%
4	67	55	82.1%	12	17.9%
5	110	92	83.6%	18	16.4%
6	308	262	85.1%	46	14.9%
7	341	301	88.3%	40	11.7%
8	107	75	70.1%	32	29.9%
9	457	424	92.8%	33	7.2%
10	143	115	80.4%	28	19.6%
11	108	85	78.7%	23	21.3%
12	98	76	77.6%	22	22.4%
13	60	52	86.7%	8	13.3%
14	34	27	79.4%	7	20.6%
15	11	5	45.5%	6	54.5%
16	2	0	0.0%	2	100.0%
17	5	3	60.0%	2	40.0%
18	1	0	0.0%	1	100.0%
BAILIFF	10	0	0.0%	0	0.0%
ON-CLASSIFIED	53	0	0.0%	53	100.0%
<b>Total</b>	<b>2080</b>	<b>1724</b>	<b>82.9%</b>	<b>346</b>	<b>16.6%</b>



### 3.3 QUARTILE ANALYSIS

The last part of the Grade Placement Analysis is a detailed look at how salaries are distributed through pay grades, through a quartile analysis. Here, each pay grade is divided into four segments of equal width, called quartiles. The first quartile represents the first 25 percent of the pay range; the second quartile represents the part of the range above the first quartile up to the mathematical midpoint; the third quartile represents the part of the range from the midpoint to 75 percent of the pay range; and the fourth quartile represents the part of the range above the third quartile up to the pay range maximum. Employees are assigned to a quartile within their pay range based on their current salary.

The quartile analysis is used to determine the location of employee salary clusters. Quartile analysis helps identify whether clusters exist in specific quartiles of pay grades. Additionally, the amount of time the employee has spent at the organization is also analyzed, in order to observe any relationship between organizational tenure and salary progression. This information, while not definitive alone, can shed light on any root issues within the current compensation and classification plan when combined with market data and employee feedback.

**Exhibit 3D** shows the number of employees that are in each quartile of each grade, as well as the average overall tenure (i.e. how long an employee has worked for the County) by quartile. Overall, data provide that 61.9 percent of employees fall into Quartile 1 of their respective grade; 21.4 percent fall into Quartile 2; 9.9 percent fall into Quartile 3; and 6.9 percent fall into Quartile 4. While this distribution does not lead to a conclusion, data for average tenure do lead to determinations on the relationship between tenure and salary.

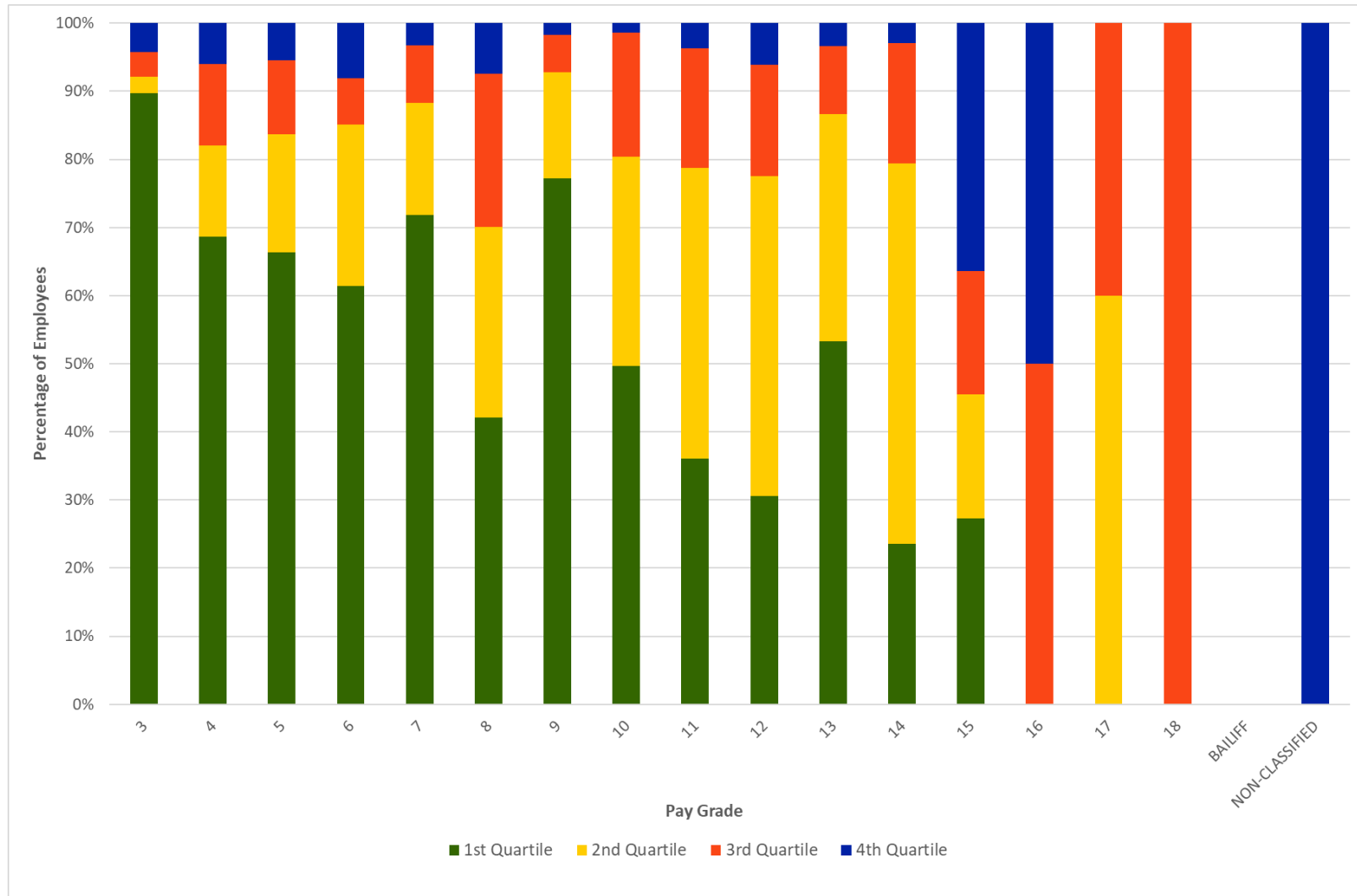
Specifically, overall average tenure increases as quartile increases; the average tenure in Quartile 1 is 7.0 years; in Quartile 2 is 13.3 years; in Quartile 3 is 17.2 years; and in Quartile 4 is 17.4 years. Quartile 4 is shown differently on the exhibit due to the inclusion of No-Classified employees who do not have an established pay range for their grade. This would seem to indicate that employees are moved through their pay grades equitably, or at the very least a positive linear relationship exists between tenure and pay.

**Exhibit 3E** displays a graphical representation of the data contained in **Exhibit 3D**. Each pay grade is divided into up to four sections representing the percentage of employees, in that pay grade, who belong in each quartile. For example, pay grade 18 has zero employees in Quartiles 1, 2, or 4. That pay grade is represented by a 100 percent orange bar, showing that 100 percent of grade 18 employees are in Quartile 3. Pay grade 6 has employees in all four quartiles, however, and is consequently represented with bars displaying all four colors, corresponding to the percentage of employees for each pay grade in each quartile.

**EXHIBIT 3D  
QUARTILE ANALYSIS AND TIME WITH THE ORGANIZATION**

GRADE	Total Employees	Average Tenure	1st Quartile		2nd Quartile		3rd Quartile		4th Quartile	
			# Employees	Avg Tenure	# Employees	Avg Tenure	# Employees	Avg Tenure	# Employees	Avg Tenure
3	165	9.6	148	8.1	4	15.4	6	23.8	7	25.7
4	67	7.7	46	4.7	9	10.3	8	11.9	4	28.2
5	110	6.0	73	3.4	19	8.5	12	12.9	6	16.6
6	308	7.0	189	5.5	73	6.0	21	12.4	25	17.0
7	341	7.1	245	4.4	56	10.5	29	18.2	11	20.8
8	107	11.5	45	7.4	30	13.2	24	17.4	8	9.9
9	457	10.3	353	8.4	71	14.9	25	19.5	8	23.1
10	143	14.4	71	13.3	44	15.4	26	15.2	2	23.1
11	108	13.9	39	5.0	46	18.3	19	22.5	4	9.9
12	98	15.3	30	10.7	46	16.9	16	20.0	6	12.9
13	60	11.1	32	9.4	20	14.2	6	13.0	2	0.3
14	34	17.5	8	8.8	19	20.4	6	19.5	1	21.0
15	11	14.1	3	10.8	2	20.9	2	12.9	4	13.7
16	2	12.0	0	-	0	-	1	2.8	1	21.2
17	5	21.1	0	-	3	18.0	2	25.7	0	-
18	1	1.0	0	-	0	-	1	1.0	0	-
BAILIFF	0	13.3	0	-	0	-	0	-	0	-
NON-CLASSIFIED	53	10.7	0	-	0	-	0	-	53	10.7
<b>Overall</b>	<b>2070</b>	<b>9.9</b>	<b>1282</b>	<b>7.0</b>	<b>442</b>	<b>13.3</b>	<b>204</b>	<b>17.2</b>	<b>142</b>	<b>15.1</b>

### EXHIBIT 3E QUARTILE PLACEMENT BY PAY GRADE



Studying the data from the following exhibits can reveal certain patterns. One thing that can be observed is the percentage of employees in Quartile 1 generally decreasing as you progress through the grades of a given pay plan. For example, you can observe the green Quartile 1 bars decreasing steadily from pay grade 3 through 15. This indicates that as employees on the Classified pay plan move up into the highest pay grades, they are generally progressing through the individual pay range, as well. There are many reasons why this might be the case. One possible explanation is that employees who are promoted in the County could be expected to have progressed through their current pay grade to near the maximum. Then when they are promoted, they do not start back over at their new pay grade minimum, as that would result in a pay decrease. Instead, when an employee is promoted, they might start several steps into their new pay grade from day one. Another possible explanation is as you move to higher pay grades, positions are more competitive on the open market. There are typically more certifications required, more experience is desirable, and there are fewer employees available to fill the position. That requires the County to bid up the price of a new hire in order to attract high quality employees. It is impossible to determine why this pattern is occurring without more data. However, it is something that bears watching in the future, as the County could gather valuable information about itself.

### **3.4 COMPRESSION ANALYSIS**

Pay compression can be defined as the lack of variation in salaries between employees with significantly different levels of experience and responsibility. Compression can be seen as a threat to internal equity and morale. Two common types of pay compression can be observed when the pay of supervisors and their subordinates are too close, or when the pay of highly tenured staff and newly hired employees in the same job are too similar.

According to the Society for Human Resources Management (SHRM), specific examples of actions that may cause pay compression include the following:

- Reorganizations change peer relationships and can create compression if jobs are not reevaluated.
- In some organizations, certain departments or divisions may be relatively liberal with salary increases, market adjustments, and promotions—while others are not.
- Some employers have overlooked their Human Resources policies designed to regulate pay, paying new hires more than incumbents for similar jobs under the mantra of “paying what it takes to get the best talent.”
- Many organizations have found it easy to hire people who had already done the same work for another organization, eliminating the need for training. Rather than hiring individuals with high potential and developing them for the long term, they have opted for employees who could “hit the ground running”—regardless of their potential.



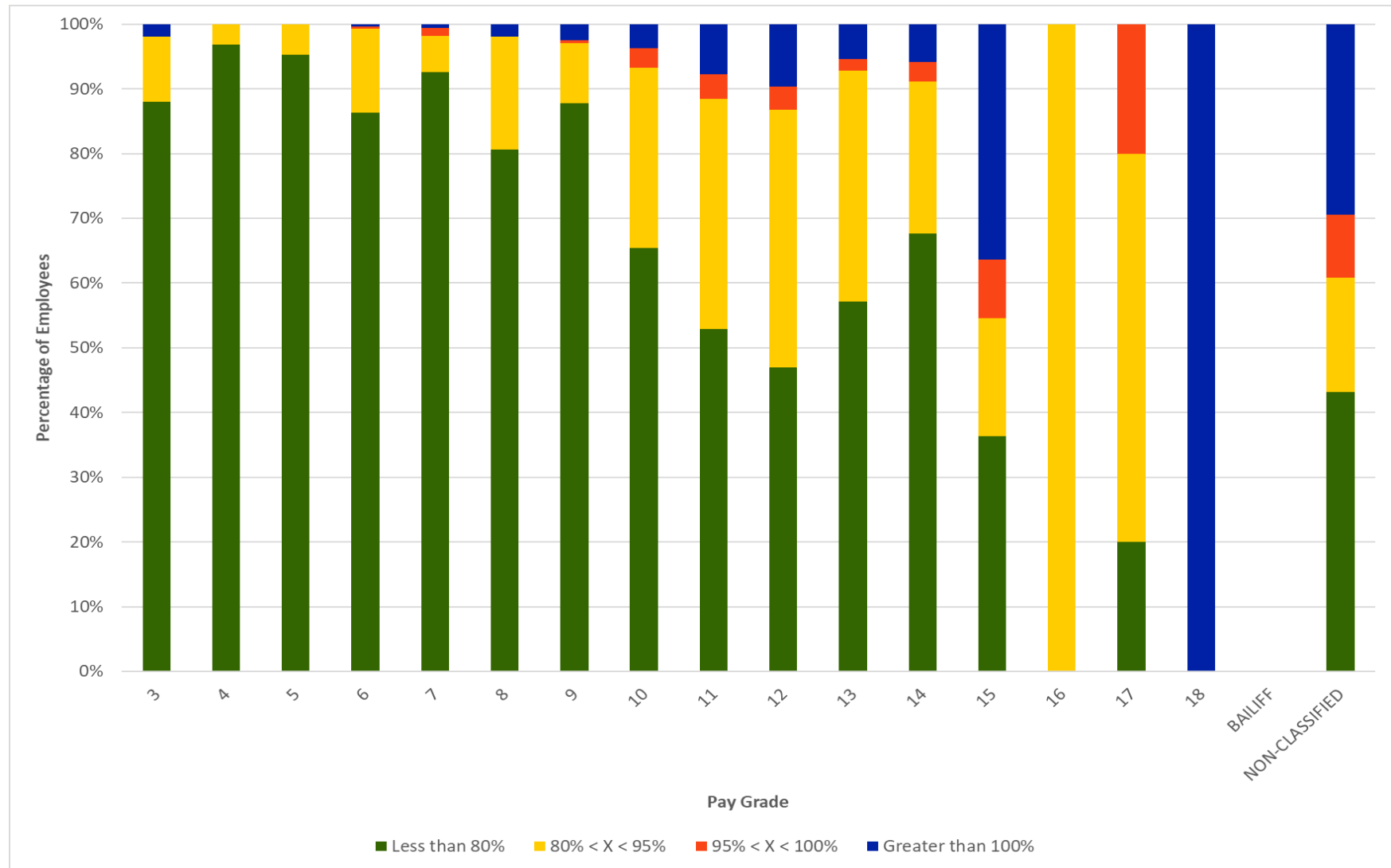
**Exhibit 3F** indicates the ratio of subordinate to supervisor salaries by grade graphically and **Exhibit 3G** displays these results numerically. Employees were grouped into categories reflecting whether their actual salary was less than 80 percent, less than 95 percent, or greater than 95 percent of their supervisor's salary. Less than 80 percent would indicate that the ratio of an employee's salary to his supervisor's salary would yield a result of less than 0.8. For example, an employee with a salary of \$79,000.00 and a supervisor with a salary of \$100,000.00 would yield a ratio of 0.79, and be placed into the Less than 80 percent category.

An analysis of the data would quickly reveal that while most positions in the County are in a great position, with plenty of space between employee and supervisor salaries, there are still some employees with salaries more than 100 percent of their supervisor's salary. Anywhere blue or orange appears on **Exhibit 3F** is somewhere that warrants an examination of supervisor vs. employee salary.





**EXHIBIT 3F**  
**EMPLOYEE TO SUPERVISOR SALARY RATIO BY PAY GRADE**



**EXHIBIT 3G**  
**EMPLOYEE TO SUPERVISOR SALARY RATIO BY PAY GRADE**

Grade	Less than 80%	80% < X < 95%	95% < X < 100%	Greater than 100%
3	139	16	0	3
4	62	2	0	0
5	101	5	0	0
6	258	39	1	1
7	302	18	4	2
8	83	18	0	2
9	387	41	2	11
10	87	37	4	5
11	55	37	4	8
12	39	33	3	8
13	32	20	1	3
14	23	8	1	2
15	4	2	1	4
16	0	2	0	0
17	1	3	1	0
18	0	0	0	1
BAILIFF	0	0	0	0
NON-CLASSIFIED	22	9	5	15
<b>Total</b>	<b>1595</b>	<b>290</b>	<b>27</b>	<b>65</b>



**Exhibit 3H** and **Exhibit 3I** showcase the actual vs. projected progression of County employees, sorted by pay grade. Projected progression is calculated using a 30-year parity assumption for employees. For example, an employee who had worked at their position for 15 years would be projected to be at the grade midpoint, while an employee with 30 or more class years would be projected to be at the grade maximum. An important distinction between this compression table and the quartile analysis: this compression table utilizes class years, while the Quartile analysis uses tenure. Class years are differentiated from tenure by using the date that an employee started working in their current classification as the start date, instead of the date they first were hired by the County. To illustrate, if an employee had been an accountant for fifteen years, and then was promoted last year to Accountant Supervisor that employee would have sixteen years of tenure, but only one class year.

On **Exhibit 3I**, it is easy to discern that the majority of County employees have progressed more than 10 percent above what they would be projected to, based on their class years. While this is clearly good for employees, it is not necessarily bad for the County. It could mean that the County is advancing employees quickly or that pay grades are not keeping up with the market. The County could be forced to advance employees more quickly through pay grades to keep competitive with the market or hire new employees well into the paygrade to for due to the adjusted rate in the economy that has not transferred to the County's pay plan. However, it could just as easily be another indicator of employee promotion and advancement through the ranks. As mentioned in the description of the quartile analysis, when an employee has advanced to near the top of their pay grade and they receive a promotion, they will often not start at their new pay grade minimum. Employees will not typically accept a pay decrease, so that employee is therefore started above the minimum on their new pay grade. That puts them above their "projected progression," by definition. They have zero class years, but their progress is above the grade minimum. Then, if they advance exactly at the speed expected for the rest of their career, they will always remain ahead of their "projected" progression. Additionally, this could also be an indication of a workforce that possesses value outside of their time spent with the County, such as additional education or experience. This may mean that the employee is hired above their "projected progression" point based on class years alone, and again, standard progression through the ranges throughout their time with the County would lead to a progression that is beyond the projection. While the true explanation likely encompasses many of these factors, a definitive answer cannot be determined without more data.

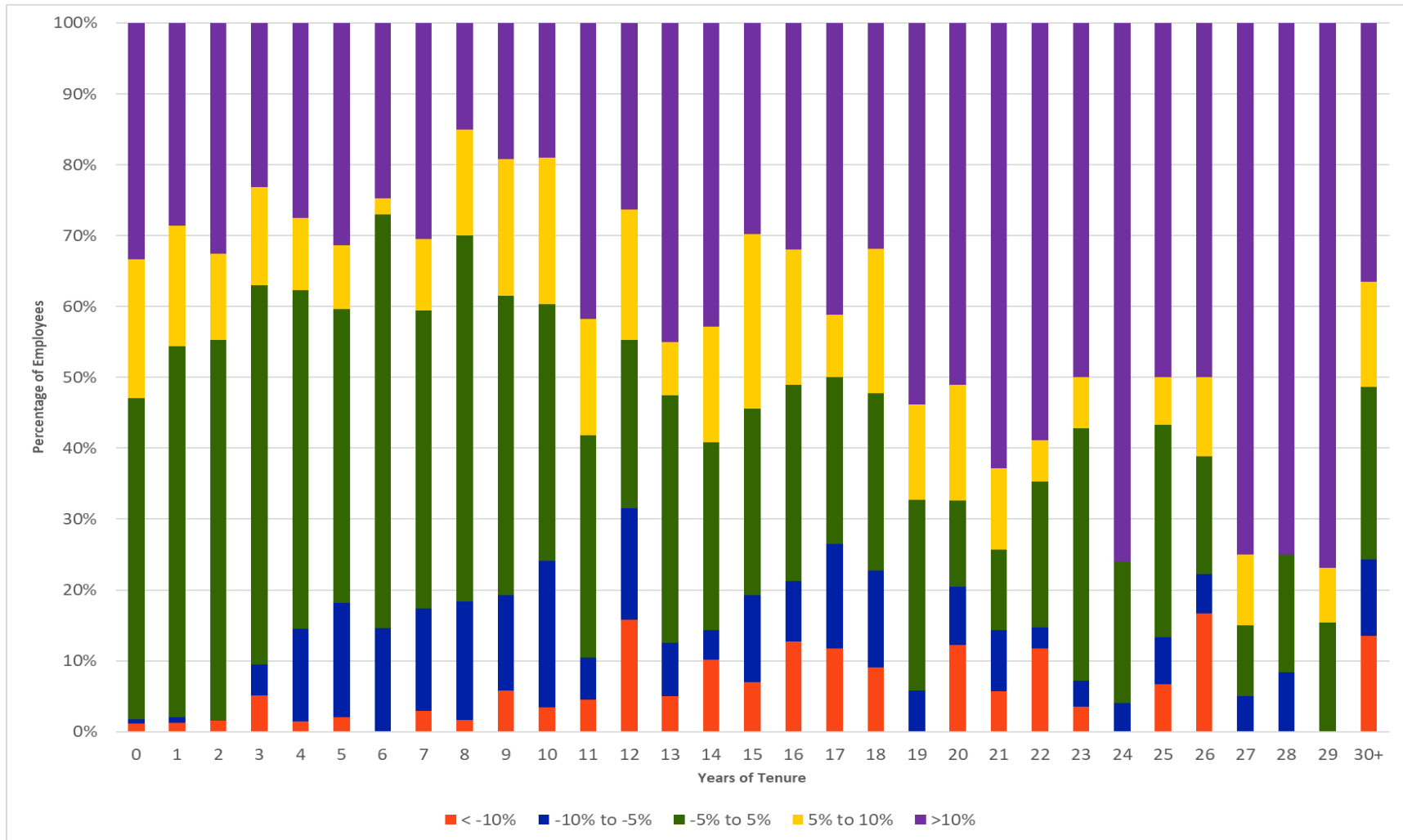


**EXHIBIT 3H  
ACTUAL VS. PROJECTED SALARY**

Tenure	< -10%	-10% to -5%	-5% to 5%	5% to 10%	>10%
0	2	1	76	33	56
1	3	2	130	42	71
2	2	0	71	16	43
3	7	6	74	19	32
4	2	18	66	14	38
5	2	16	41	9	31
6	0	13	52	2	22
7	2	10	29	7	21
8	1	10	31	9	9
9	3	7	22	10	10
10	2	12	21	12	11
11	3	4	21	11	28
12	6	6	9	7	10
13	2	3	14	3	18
14	5	2	13	8	21
15	4	7	15	14	17
16	6	4	13	9	15
17	4	5	8	3	14
18	4	6	11	9	14
19	0	3	14	7	28
20	6	4	6	8	25
21	2	3	4	4	22
22	4	1	7	2	20
23	1	1	10	2	14
24	0	1	5	0	19
25	2	2	9	2	15
26	3	1	3	2	9
27	0	1	2	2	15
28	0	1	2	0	9
29	0	0	2	1	10
30+	10	8	18	11	27



### EXHIBIT 31 ACTUAL VS. PROJECTED SALARY



### 3.5 SUMMARY

There were many observations made with respect to the County's compensation system in place at the beginning of the study.

- Range spreads, generally recommended to be between 50-70 percent, varies across several grades. The County's one plans have range spreads varying from 25 percent up to 80 percent.
- The majority of employees are paid more than their projected salary, based on a 30-year progression plan.
- More than half of employees are paid below their pay grade midpoint.
- A little more than half of employees (61.9 percent) are in Quartile 1 of their pay grade. This can indicate a workforce with high turnover or that has recently expanded with many new hires. Further analysis is required to determine the cause of this imbalance.
- Most County employees are paid less than 80.0 percent of their supervisors' salaries.

This analysis acts as a starting point for the development of recommendations in subsequent chapters of this report. Paired with market data, Evergreen is able to make recommendations that will ensure that the County's compensation system is structurally sound in terms of best practice, competitive with the market, and treats all employees equitably moving forward.



## Chapter 4 – Market Summary

The purpose of the market summary chapter is to benchmark the County's compensation practices against that of its market peers in order to establish how competitive the County is for employees within its market. To complete this market study, Evergreen compared pay ranges of select benchmark positions that the County possesses against the compensation of positions performing those same duties within peer organizations. By aggregating the differences in pay ranges across all the positions, a reasonable determination is made as to the County's competitive position within the market.

It is important to note that individual salaries are not analyzed in this methodology, since individual compensation can be affected by a number of variables such as experience and performance. For this reason, Evergreen looked at average pay ranges across the entire classification to make the most accurate comparison. The results of this market study should be considered reflective of the current state of the market at the time of this study, however, market conditions can change rapidly. Consequently, it is necessary to perform market surveys of peer organizations at regular intervals in order for an organization to consistently monitor its position within the market. Furthermore, the market results detailed in this chapter provide a foundation for understanding the County's overall structural standing to the market, and the rates reflected in this chapter, while an important factor, are not the sole determinant for how classifications were placed into the proposed salary ranges outlined in **Chapter 5**.

Evergreen conducted a comprehensive market salary survey for the County, which included 20 peers including cities, counties, and state entities. Target peers were selected based on a number of factors, including geographic proximity and population size. Target organizations were also identified for their competition to the County for employee recruitment and retention efforts. The list of targets that provided data for the purpose of this study are included in **Exhibit 4A**.



**EXHIBIT 4A  
TARGET MARKET PEERS**

Target Respondents
Aiken County
Beaufort County
Berkeley County
Charleston County
Clarendon County
Dorchester County
Florence County
Greenville County
Horry County
Kershaw County
Lexington County
York County
City of Columbia
City of Charleston
City of Cayce
City of Rock Hill
City of West Columbia
City of Greenville
Lex-Richland School Dist
State of South Carolina

Due to the fact that the data collected for the market summary was from various regions of South Carolina, it was necessary to adjust peer responses relative to the County based on cost of living. For all organizations that fell outside the County’s immediate region, a cost of living adjustment was applied to the reported pay ranges to ensure a market average was attained in terms of the spending power an employee would have in the County. Evergreen utilizes cost of living index information from the Council for Community and Economic Research, and the scale is based on the national average cost of living being set at 100. The cost of living index figures for The County and each of the respondent market peers are located in **Exhibit 4B**.





**EXHIBIT 4B**  
**RESPONDENTS WITH COST OF LIVING ADJUSTMENTS**

Market Peers	Cost of Living Index
<b>Richland County</b>	<b>101.1</b>
Aiken County	99.7
Beaufort County	106.2
Berkeley County	98.4
Charleston County	107.5
Clarendon County	97.3
Dorchester County	99.3
Florence County	98.9
Greenville County	102.7
Horry County	95.2
Kershaw County	99.7
Lexington County	101.8
York County	100.9
City of Columbia	101.1
City of Charleston	107.5
City of Cayce	101.8
City of Rock Hill	100.9
City of West Columbia	101.8
City of Greenville	102.7
Lex-Richland School Dist	101.1
State of South Carolina	101.1

#### 4.1 MARKET DATA

The results of the market study are displayed in **Exhibit 4C**, which includes the benchmark job titles and the market average salaries for each position at the minimum, midpoint, and maximum points of the pay ranges. Also included within the exhibit are the percent differentials of the County's pay ranges at each respective point, relative to the market average pay. A positive percent differential is indicative of the County's pay range exceeding that of the average of its market peers; alternatively, a negative percent differential indicates the County's compensation for a given position lagging behind the average of its peers. For those classifications where no differential is shown, this is due to the County not possessing a pay range for comparison to the market. The exhibit also includes the average pay range for the market respondents for each position, as well as how many responses each benchmark received.

While all benchmarks are surveyed by each peer, not every peer organization possesses an appropriate match to supply salary information for. Consequently, the benchmarks receive



varying levels of response. For the purpose of this study, all position that received less than five matches from market peers were not considered in establishing the County’s competitive position. The rationale behind these positions being excluded is that insufficient response can lead to unreliable averages that may skew the aggregated data, blurring the reality of the County’s actual position in the market. Seventy-four of the 128 positions surveyed had a sufficient response for inclusion.



**EXHIBIT 4C  
MARKET SURVEY RESULTS**

ID	Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg Range	# Resp.
		Average	% Diff	Average	% Diff	Average	% Diff		
1	ACCOUNTANT I	\$46,545.98	-30.1%	\$58,824.93	-30.7%	\$71,103.87	-31.1%	52.7%	13.0
2	ACCOUNTING SPECIALIST	\$34,078.37	0.8%	\$41,734.25	3.4%	\$49,390.14	5.1%	45.1%	15.0
3	ADMINISTRATIVE ASSISTANT	\$33,126.56	3.6%	\$41,436.78	-1.5%	\$49,746.99	-5.2%	50.1%	16.0
4	ADMINISTRATIVE COORDINATOR	\$40,278.74	-2.4%	\$52,603.67	-2.9%	\$64,928.60	-3.2%	61.3%	9.0
5	ANIMAL CARE OFFICER	\$36,740.02	-6.7%	\$45,356.99	-5.0%	\$53,973.95	-3.8%	47.1%	10.0
6	APPRAISER I	\$40,199.38	-11.8%	\$51,330.65	-10.0%	\$62,461.91	-8.8%	56.0%	7.0
7	APPRAISER III	\$46,971.01	-8.3%	\$60,145.47	-6.8%	\$73,319.93	-5.8%	56.4%	6.0
8	ASSISTANT DIR. OF ECONOMIC DEV	\$91,891.12	-34.1%	\$109,962.71	-18.6%	\$128,034.31	-8.8%	39.7%	4.0
9	ASSISTANT MANAGER OF PROCUREMENT	\$56,495.01	-8.4%	\$71,956.14	1.0%	\$87,417.26	6.7%	54.8%	3.0
10	ASSISTANT SOLICITOR IV	\$66,442.60	-2.0%	\$82,086.64	10.5%	\$97,730.68	18.2%	47.5%	6.0
11	ASSISTANT TO COUNTY ADMINISTRA	\$54,615.75	6.3%	\$67,883.79	18.1%	\$81,151.84	25.3%	48.7%	2.0
12	ASST SUPERINTENDENT ROADS & DR	\$50,839.99	-9.2%	\$66,882.66	-2.2%	\$81,925.32	1.9%	61.1%	2.0
13	ASST. DIR OF DETENTION CTR	\$71,883.11	-9.8%	\$85,697.96	6.2%	\$99,512.80	16.4%	38.8%	3.0
14	BAILIFF	\$28,495.42	-	\$35,025.65	-	\$41,555.88	-	45.9%	10.0
15	BUILDING CUSTODIAN	\$26,283.80	26.6%	\$31,336.86	20.9%	\$36,389.92	16.5%	38.6%	13.0
16	BUSINESS SYSTEMS ANALYST	\$53,303.85	-13.9%	\$66,084.67	-1.8%	\$78,865.50	5.7%	47.9%	3.0
17	BUYER, EXEMPT	\$40,786.10	-0.6%	\$50,869.53	3.5%	\$60,952.97	6.2%	49.7%	9.0
18	CA ATTORNEY I	\$78,864.91	-30.2%	\$102,056.24	-22.5%	\$125,247.56	-17.9%	58.8%	1.0
19	CAD TECHNICIAN	\$46,253.00	-6.7%	\$59,552.59	-5.8%	\$72,852.17	-5.2%	57.8%	2.0
20	CHIEF DEPUTY CLERK OF COURT	\$58,171.11	0.0%	\$72,421.67	11.7%	\$86,672.24	18.8%	49.4%	7.0
21	CHIEF DEPUTY SHERIFF	\$87,115.40	-6.4%	\$109,493.05	4.4%	\$131,870.70	10.9%	51.7%	8.0
22	CHIEF INVESTIGATOR	\$64,027.89	-32.0%	\$81,280.53	-22.4%	\$98,533.16	-16.6%	54.4%	3.0
23	CLERK OF COUNCIL	\$64,540.71	-	\$78,672.60	-	\$92,804.50	-	44.1%	8.0
24	CODE INVESTIGATOR I	\$44,696.78	-3.3%	\$55,623.03	1.0%	\$66,549.27	3.9%	49.2%	2.0
25	COMMUNICATIONS COORDINATOR: SOCIAL MEDIA	\$51,260.25	-	\$67,205.26	-	\$83,150.27	-	62.2%	2.0
26	COMMUNITY DEVELOPMENT COOR.	\$47,461.67	0.2%	\$58,613.03	5.3%	\$69,764.39	8.7%	47.0%	5.0
27	CONSTRUCTION CREW LEADER	\$47,708.17	-9.8%	\$59,881.58	-6.3%	\$72,054.98	-4.1%	51.1%	3.0
28	CONTROLLER	\$87,159.40	-28.9%	\$110,570.33	-19.2%	\$133,981.25	-13.3%	54.2%	3.0
29	COUNTY ATTORNEY	\$104,724.01	17.1%	\$131,182.53	28.1%	\$157,641.05	34.7%	51.0%	6.0
30	COUNTY ENGINEER	\$86,747.24	-28.4%	\$104,986.51	-14.0%	\$123,225.77	-5.0%	42.2%	10.0
31	COURT PROGRAM COORDINATOR	\$41,170.97	14.4%	\$52,847.94	15.7%	\$64,524.92	16.5%	56.6%	9.0
32	CRIME ANALYST	\$42,156.81	-0.5%	\$53,892.80	1.2%	\$65,628.80	2.3%	55.8%	6.0
33	CUSTOMER SERVICE REPRESENTATIV	\$32,946.82	4.2%	\$41,961.02	-2.8%	\$50,975.21	-7.6%	54.9%	11.0
34	DATA ANALYST	\$42,262.96	-7.3%	\$54,286.25	-6.1%	\$66,309.55	-5.3%	56.7%	2.0
35	DATABASE ADMINISTRATOR	\$53,933.68	30.0%	\$67,630.60	40.7%	\$81,327.51	47.0%	51.3%	4.0
36	DEPUTY AUDITOR	\$56,436.54	3.0%	\$70,475.94	14.4%	\$84,515.34	21.3%	49.9%	9.0
37	DEPUTY CLERK OF COURT	\$51,187.27	-26.3%	\$63,541.20	-21.7%	\$75,895.13	-18.7%	48.5%	8.0
38	DEPUTY COURT ADMINISTRATOR	\$59,932.74	-3.0%	\$69,305.75	16.1%	\$78,678.77	28.4%	31.5%	2.0
39	DEPUTY DIRECTOR OF UTILITIES	\$96,931.07	-39.2%	\$118,596.30	-26.1%	\$140,261.53	-17.9%	44.7%	1.0
40	DEPUTY SHERIFF	\$61,452.12	-53.7%	\$75,274.66	-48.2%	\$89,097.19	-44.5%	45.2%	7.0
41	DEPUTY SHERIFF III	\$48,526.23	-42.5%	\$58,231.63	-34.8%	\$67,937.02	-29.6%	40.0%	1.0
42	DEPUTY TREASURER	\$62,455.02	15.5%	\$78,458.93	26.2%	\$94,462.85	32.7%	51.5%	10.0
43	DETENTION OFFICER	\$39,375.83	-4.5%	\$48,101.78	-16.0%	\$56,827.74	-11.9%	44.2%	7.0
44	DIRECTOR OF BUDGET AND GRANTS	\$91,615.89	16.5%	\$120,464.40	22.7%	\$149,312.90	26.3%	63.0%	4.0
45	DIRECTOR OF ECONOMIC DEVELOPMENT	\$99,118.33	-19.2%	\$122,796.03	-7.1%	\$146,473.72	0.4%	47.9%	9.0
46	DIRECTOR OF EMERGENCY SERVICES*	\$76,958.45	33.6%	\$97,037.51	43.7%	\$117,116.57	49.7%	52.5%	11.0
47	DIRECTOR OF FINANCE*	\$82,896.89	26.4%	\$102,527.88	38.4%	\$122,158.87	45.7%	47.7%	10.0
48	DIRECTOR OF HR & TITLE VI COMP	\$90,381.80	17.8%	\$113,709.97	28.4%	\$137,038.14	34.7%	51.8%	15.0
49	DIRECTOR OF PUBLIC WORKS	\$101,474.76	-7.7%	\$126,552.31	3.9%	\$151,629.87	10.9%	49.6%	9.0
50	DIRECTOR OF UTILITIES	\$93,142.96	-13.1%	\$115,872.09	-1.3%	\$138,601.22	5.9%	48.7%	2.0
51	DISPATCHER	\$35,893.50	-4.4%	\$44,060.60	-7.7%	\$52,227.70	-10.0%	45.8%	9.0
52	E911 NETWORK MANAGER	\$55,853.51	26.6%	\$69,241.40	38.4%	\$82,629.30	45.5%	48.0%	2.0
53	ELECTION SYSTEMS COORDINATOR	\$40,274.20	20.5%	\$47,904.62	36.4%	\$55,535.04	46.3%	38.4%	5.0
54	EMERGENCY MEDICAL TECHN-BASIC	\$36,643.74	-2.5%	\$44,932.67	3.3%	\$53,221.60	7.2%	45.5%	8.0
55	EMERGENCY PLANNER	\$52,931.52	-10.7%	\$68,209.36	-9.8%	\$83,487.21	-9.3%	58.0%	2.0
56	EMS SHIFT MANAGER	\$64,792.64	-15.6%	\$79,372.96	-2.3%	\$93,953.28	5.9%	45.3%	2.0
57	EMT - INTERMEDIATE	\$39,178.67	0.3%	\$49,310.71	3.6%	\$59,442.75	5.6%	52.1%	4.0
58	ENGINEERING TECHNICIAN	\$40,260.07	-11.9%	\$50,751.12	-8.8%	\$61,242.18	-6.9%	52.4%	9.0
59	EQUIPMENT OPERATOR I	\$31,647.31	8.2%	\$39,182.65	9.7%	\$46,717.99	10.7%	47.8%	14.0
60	EVIDENCE TECHNICIAN	\$36,566.68	-18.7%	\$46,267.12	-30.3%	\$55,967.55	-38.5%	53.0%	9.0
61	EXECUTIVE ASSISTANT	\$47,293.32	0.6%	\$59,787.31	3.4%	\$72,281.30	5.1%	53.0%	12.0
62	FINANCIAL SYSTEMS ANALYST	\$50,634.70	2.5%	\$64,294.17	12.3%	\$77,953.63	18.1%	54.2%	8.0
63	GENERAL MANAGER SLD WST & REC	\$71,742.28	-20.9%	\$95,178.59	-15.6%	\$118,614.90	-12.5%	65.6%	2.0
64	GIS MANAGER	\$68,537.50	-38.6%	\$90,492.94	-32.9%	\$112,448.38	-29.6%	63.8%	7.0
65	GIS TECHNICIAN I	\$39,198.99	-13.2%	\$49,123.22	-12.9%	\$59,047.46	-12.7%	50.9%	8.0



**EXHIBIT 4C (CONTINUED)  
MARKET SURVEY RESULTS**

ID	Classification	Survey Minimum		Survey Midpoint		Survey Maximum		Survey Avg Range	# Resp.
		Average	% Diff	Average	% Diff	Average	% Diff		
66	GRANTS COORDINATOR	\$46,839.57	-26.9%	\$59,372.31	-24.4%	\$71,905.05	-22.8%	53.7%	7.0
67	HELPDESK SPECIALIST	\$46,582.25	-26.4%	\$57,355.91	-21.0%	\$68,129.58	-17.5%	46.4%	10.0
68	HELPDESK SUPERVISOR	\$53,157.39	-2.3%	\$67,942.59	6.8%	\$82,727.79	12.2%	55.9%	5.0
69	HR ANALYST	\$47,806.82	-7.0%	\$60,800.77	-4.8%	\$73,794.71	-3.4%	54.5%	10.0
70	HR ANALYST	\$47,806.82	-7.0%	\$60,800.77	-4.8%	\$73,794.71	-3.4%	54.5%	10.0
71	HVAC MECHANIC	\$44,597.29	-3.1%	\$54,136.20	3.8%	\$63,675.12	8.3%	43.1%	6.0
72	INFORMATION SPECIALIST	\$45,599.45	-28.1%	\$57,612.89	-28.7%	\$69,626.33	-29.0%	52.8%	2.0
73	INSPECTOR I	\$38,472.16	-7.4%	\$50,375.31	-8.1%	\$62,278.46	-8.6%	62.0%	6.0
74	INTERNAL AUDITOR	\$74,819.59	-	\$98,716.75	-	\$122,613.91	-	63.9%	2.0
75	INVESTIGATOR	\$46,168.34	-9.5%	\$55,866.30	-2.4%	\$65,564.26	2.4%	42.1%	8.0
76	LAB TECHNICIAN	\$36,080.56	-17.4%	\$44,035.45	-14.5%	\$51,990.34	-12.5%	44.6%	5.0
77	LANDFILL OPERATOR	\$36,874.56	-3.1%	\$47,471.51	-2.2%	\$58,068.45	-1.6%	57.4%	3.0
78	MAGISTRATE	\$56,559.50	-	\$72,077.45	-	\$87,595.41	-	55.4%	3.0
79	MAINTENANCE MECHANIC	\$34,689.60	12.5%	\$42,738.16	17.8%	\$50,786.72	21.3%	46.5%	13.0
80	MANAGER DIVISION OF EMS	\$59,089.66	9.8%	\$72,640.85	22.7%	\$86,192.03	30.5%	46.5%	2.0
81	MANAGER NETWORK & TELECOMMUNICATIONS	\$56,609.41	25.2%	\$72,715.65	33.7%	\$88,821.89	38.6%	57.1%	3.0
82	MANAGER OF BUDGET	\$65,561.35	-	\$83,103.18	-	\$100,645.00	-	53.7%	3.0
83	MANAGER OF BUDGET AND CONTRACTS	\$60,448.98	7.5%	\$64,982.65	33.6%	\$69,516.33	51.1%	15.0%	1.0
84	MANAGER OF CAPITAL PROJECTS	\$66,214.74	-1.6%	\$81,650.55	11.1%	\$97,086.35	18.8%	46.8%	5.0
85	MANAGER OF FACILITIES	\$61,228.58	-16.4%	\$77,344.99	-6.2%	\$93,461.40	0.0%	52.7%	5.0
86	MANAGER OF FINANCE	\$75,217.74	-59.9%	\$97,295.65	-59.5%	\$119,373.55	-59.2%	59.1%	6.0
87	MANAGER OF FLEET	\$63,710.94	2.2%	\$78,004.11	15.6%	\$92,297.28	23.8%	45.4%	6.0
88	MANAGER OF HUMAN RESOURCES I	\$63,137.35	-8.2%	\$80,464.62	1.2%	\$97,791.89	6.8%	55.3%	5.0
89	MANAGER OF RISK	\$72,140.49	-10.2%	\$89,503.15	1.9%	\$106,865.80	9.3%	48.2%	5.0
90	MANAGER OF SAFETY	\$72,971.48	-22.6%	\$92,486.00	-12.7%	\$112,000.53	-6.7%	53.7%	5.0
91	MASTER DEPUTY	\$45,155.71	-7.3%	\$58,441.59	-6.9%	\$71,727.46	-6.6%	59.1%	4.0
92	MEDIA PRODUCTION SPECIALIST	\$49,936.86	-	\$64,080.89	-	\$78,224.92	-	57.0%	3.0
93	OFFICE MANAGER (CASA)	\$43,320.18	-20.0%	\$54,851.05	-17.4%	\$66,381.92	-15.7%	53.5%	8.0
94	PARALEGAL	\$42,279.18	-7.3%	\$53,236.21	-4.1%	\$64,193.24	-2.1%	52.0%	10.0
95	PARAMEDIC	\$45,892.95	-6.0%	\$57,152.41	-1.7%	\$68,411.88	1.1%	49.4%	7.0
96	PAYROLL CLERK	\$30,977.11	14.3%	\$37,945.40	20.2%	\$44,913.69	24.0%	45.0%	1.0
97	PAYROLL SPECIALIST	\$41,413.55	4.3%	\$50,395.10	10.9%	\$59,376.65	15.2%	43.7%	4.0
98	PD ATTORNEY I	\$86,037.59	-49.4%	\$107,547.60	-38.7%	\$129,057.60	-32.0%	50.0%	1.0
99	PERSONNEL SPECIALIST	\$37,664.17	-5.3%	\$46,121.94	0.7%	\$54,579.71	4.6%	44.9%	1.0
100	PLANS EXAMINER	\$46,468.00	6.2%	\$58,247.68	17.3%	\$70,027.36	23.9%	51.0%	9.0
101	PLUMBER	\$39,110.04	10.0%	\$48,864.63	14.0%	\$58,619.23	16.5%	50.1%	4.0
102	PRETREATMENT/LABORATORY COORDI	\$45,257.60	-4.6%	\$54,237.34	3.6%	\$63,217.08	9.0%	40.1%	5.0
103	PROBATE JUDGE	\$88,652.59	-	\$110,736.18	-	\$132,819.77	-	50.5%	4.0
104	PROGRAMMER/ANALYST I	\$65,787.65	-34.6%	\$78,089.81	-18.4%	\$90,391.97	-8.0%	37.4%	4.0
105	PROJECT MANAGER	\$63,509.19	13.9%	\$80,054.52	24.3%	\$96,599.85	30.5%	52.4%	7.0
106	PUBLIC INFORMATION COORDINATOR	\$60,179.38	-42.0%	\$75,416.64	-38.4%	\$90,653.89	-36.2%	50.9%	10.0
107	RECORDS SPECIALIST	\$31,331.93	9.2%	\$39,696.41	2.7%	\$48,060.90	-1.7%	53.6%	8.0
108	RECYCLING COORDINATOR	\$42,562.85	-8.0%	\$51,220.01	-0.2%	\$59,877.18	4.9%	40.9%	4.0
109	RESEARCH ANALYST	\$36,221.54	20.7%	\$44,432.80	26.4%	\$52,644.05	30.2%	45.2%	2.0
110	SAFETY COMPLIANCE OFFICER	\$49,185.96	-9.8%	\$63,221.16	-8.7%	\$77,256.36	-8.0%	57.2%	5.0
111	SENIOR ACCOUNT TECHNICIAN	\$49,607.70	-36.3%	\$58,748.84	-30.6%	\$67,889.99	-26.6%	37.1%	4.0
112	SPECIAL PROJECTS COORDINATOR	\$40,691.18	-13.0%	\$49,848.28	-7.1%	\$59,005.38	-3.2%	45.0%	3.0
113	SR DEVELOPER GIS	\$60,402.63	7.6%	\$70,213.99	26.0%	\$80,025.36	37.8%	33.3%	2.0
114	SR PROGRAMMER ANALYST	\$65,841.66	-1.1%	\$75,426.10	18.9%	\$85,010.53	31.9%	29.3%	2.0
115	SR. ACCOUNTANT	\$57,560.74	-21.5%	\$68,663.02	-5.6%	\$79,765.29	4.5%	38.8%	6.0
116	SUPERINTENDENT - WASTEWATER TREATMENT	\$64,503.99	-10.3%	\$77,246.68	5.3%	\$89,989.37	15.1%	39.6%	3.0
117	SUPERINTENDENT OF MAINTENANCE	\$54,278.49	6.9%	\$67,846.32	18.2%	\$81,414.15	25.0%	50.2%	7.0
118	SUPERVISOR OF COMMUNICATIONS	\$45,482.47	-2.0%	\$57,985.05	0.0%	\$70,487.64	1.2%	55.0%	1.0
119	SUPERVISOR OF CONSTRUCTION	\$52,947.66	-10.7%	\$65,056.19	-5.1%	\$77,164.71	-1.4%	45.8%	5.0
120	SUPERVISOR OF ELECTRICIAN	\$43,663.34	12.5%	\$46,938.09	38.4%	\$50,212.84	55.8%	15.0%	1.0
121	SUPERVISOR OF GROUNDS	\$42,019.14	2.9%	\$53,762.07	4.4%	\$65,505.01	5.5%	56.0%	3.0
122	SUPERVISOR OF RECORDS	\$45,378.66	-20.7%	\$56,402.87	-16.3%	\$67,427.08	-13.4%	49.1%	5.0
123	SYSTEMS ANALYST GIS	\$48,450.37	6.9%	\$60,432.11	18.4%	\$72,413.85	25.4%	49.6%	9.0
124	TAX CLERK	\$31,941.63	7.3%	\$40,676.32	-5.1%	\$49,411.01	-14.0%	55.0%	4.0
125	UTILITIES COORDINATOR II	\$51,390.84	-17.2%	\$62,085.65	-9.9%	\$72,780.46	-5.1%	41.6%	2.0
126	VETERANS AFFAIRS OFFICER	\$59,322.82	-	\$76,109.36	-	\$92,895.91	-	57.0%	5.0
127	VICTIM ASSISTANCE ADVOCATE	\$42,558.50	-17.4%	\$52,522.05	-12.3%	\$62,485.60	-8.9%	47.0%	14.0
128	ZONING ADMINISTRATOR	\$57,727.79	0.8%	\$71,270.75	13.3%	\$84,813.72	21.0%	47.1%	6.0
	<b>Overall Average</b>		<b>-6.6%</b>		<b>0.1%</b>		<b>4.4%</b>	<b>49.4%</b>	<b>5.4</b>
	<b>Outliers Removed*</b>		<b>-4.6%</b>		<b>0.9%</b>		<b>4.4%</b>		



## 4.2 SALARY SURVEY RESULTS

### Market Minimums

It is important to assess where an organization is relative to its market minimum salaries, as they are the beginning salaries of employees with minimal qualifications for a given position. Organizations that are significantly below market may experience recruitment challenges with entry-level employees. As seen in **Exhibit 4C**, the County is currently 4.6 percent below the market average minimum, when considering positions with sufficient responses. The County's benchmark positions ranged from 59.9 percent below to 33.6 percent above the market minimum.

The following are summary points of the results analysis concerning the market minimum:

- Of the 74 positions receiving sufficient response, 48 were below market, averaging 13.7 percent below. These 48 classifications represent roughly 65 percent of all surveyed positions receiving sufficient response.
- Of the 48 positions below market, 13 were more than 20.0 percent below the average market minimum. These positions are displayed in **Exhibit 4D**.

**EXHIBIT 4D**  
**CLASSIFICATIONS MORE THAN 20% BELOW THE MINIMUM**

Classification	Difference
ACCOUNTANT I	-30.1%
COUNTY ENGINEER	-28.4%
DEPUTY CLERK OF COURT	-26.3%
DEPUTY SHERIFF	-53.7%
GIS MANAGER	-38.6%
GRANTS COORDINATOR	-26.9%
HELPDESK SPECIALIST	-26.4%
MANAGER OF FINANCE	-59.9%
MANAGER OF SAFETY	-22.6%
OFFICE MANAGER (CASA)	-20.0%
PUBLIC INFORMATION COORDINATOR	-42.0%
SR. ACCOUNTANT	-21.5%
SUPERVISOR OF RECORDS	-20.7%



- Of the 48 positions receiving sufficient response, 24 were above market, averaging 10.6 percent above. These classifications represent approximately 32 percent of all surveyed positions.
- Of those 24 positions, 4 were more than 20.0 percent above market minimum average. The Building Custodian’s inclusion below may be a product of the County’s minimum salary increase for full-time positions to \$16.52 per hour. The positions 20.0 percent above are displayed in **Exhibit 4E**.

**EXHIBIT 4E**  
**CLASSIFICATIONS MORE THAN 20% ABOVE THE MINIMUM**

Classification	Difference
BUILDING CUSTODIAN	26.6%
DIRECTOR OF EMERGENCY SERVICES	33.6%
DIRECTOR OF FINANCE	26.4%
ELECTION SYSTEMS COORDINATOR	20.5%

### **Market Midpoints**

The market midpoint is exceptionally important to analyze, as it is often considered the closest estimation of market average compensation. As seen in **Exhibit 4C**, the County is currently 0.9 percent above the market midpoint.

Analysis of the market midpoint comparisons yielded the following information:

- With respect to the midpoint average, 36 of the surveyed positions receiving sufficient response were below the market midpoint, averaging 14.6 percent below. These 36 positions represent 49 percent of the positions surveyed.
- Of the 36 positions below the market midpoint, 9 were more than 20.0 percent below the midpoint. These positions are displayed in **Exhibit 4F**.



**EXHIBIT 4F**  
**CLASSIFICATIONS MORE THAN 20% BELOW THE MIDPOINT**

Classification	Difference
ACCOUNTANT I	-30.7%
DEPUTY CLERK OF COURT	-21.7%
DEPUTY SHERIFF	-48.2%
EVIDENCE TECHNICIAN	-30.3%
GIS MANAGER	-32.9%
GRANTS COORDINATOR	-24.4%
HELPPDESK SPECIALIST	-21.0%
MANAGER OF FINANCE	-59.5%
PUBLIC INFORMATION COORDINATOR	-38.4%

- Of the 74 positions receiving sufficient response, 35 were above the market midpoint. These comprise 47 percent of the total classifications surveyed.
- 8 positions were more than 20.0 percent above the market midpoint. That positions are displayed in **Exhibit 4G**.

**EXHIBIT 4G**  
**CLASSIFICATIONS MORE THAN 20% ABOVE THE MIDPOINT**

Classification	Difference
BUILDING CUSTODIAN	20.9%
COUNTY ATTORNEY	28.1%
DEPUTY TREASURER	26.2%
DIRECTOR OF EMERGENCY SERVICES	43.7%
DIRECTOR OF FINANCE	38.4%
DIRECTOR OF HR & TITLE VI COMP	28.4%
ELECTION SYSTEMS COORDINATOR	36.4%
PROJECT MANAGER	24.3%

**Market Maximums**

The pay range maximum averages, and how they compare to the County's, are also detailed in **Exhibit 4C**. The County is, on average, 4.4 percent above the market at the maximum of its salary bands for these 74 classifications.



The following points are regarding the County's position relative to the market average maximum:

- At the market maximum, 32 of the positions fell below the average, averaging 14.5 percent below. These 32 positions represent 43 percent of the total number of positions surveyed.
- Of these 32, 7 fell more than 20.0 percent below the market maximum. These 7 positions are displayed in **Exhibit 4H**.

**EXHIBIT 4H**  
**CLASSIFICATIONS MORE THAN 20% BELOW THE MAXIMUM**

Classification	Difference
ACCOUNTANT I	-31.1%
DEPUTY SHERIFF	-44.5%
EVIDENCE TECHNICIAN	-38.5%
GIS MANAGER	-29.6%
GRANTS COORDINATOR	-22.8%
MANAGER OF FINANCE	-59.2%
PUBLIC INFORMATION COORDINATOR	-36.2%

- Of the 74 surveyed positions receiving sufficient response, 39 were above the market maximum. These 39 positions represent 53 percent of the total number of positions surveyed.
- Of the 39 above average positions, 14 of them were more than 20.0 percent above the market maximum. The positions are displayed in **Exhibit 4I**.





**EXHIBIT 4I**  
**CLASSIFICATIONS MORE THAN 20% ABOVE THE MAXIMUM**

Classification	Difference
COUNTY ATTORNEY	34.7%
DEPUTY AUDITOR	21.3%
DEPUTY TREASURER	32.7%
DIRECTOR OF EMERGENCY SERVICES	49.7%
DIRECTOR OF FINANCE	45.7%
DIRECTOR OF HR & TITLE VI COMP	34.7%
ELECTION SYSTEMS COORDINATOR	46.3%
MAINTENANCE MECHANIC	21.3%
MANAGER OF FLEET	23.8%
PLANS EXAMINER	23.9%
PROJECT MANAGER	30.5%
SUPERINTENDENT OF MAINTENANCE	25.0%
SYSTEMS ANALYST GIS	25.4%
ZONING ADMINISTRATOR	21.0%

### 4.3 SALARY SURVEY CONCLUSION

The standing of individual classifications pay range relative to the market should not be considered a definitive assessment of actual employee salaries being similarly above or below the market; however, such differentials can, in part, explain symptomatic issues with recruitment and retention of employees.

The main summary points of the market study are as follows:

- The County is approximately 4.6 percent below the market minimum.
- The County is approximately 0.9 percent above the market midpoint.
- The County is approximately 4.4 percent above the market maximum.
- The County's pay range spread is approximately 67 percent, while its peers' pay range spread is only 49 percent. That means that while the County's salary scale is wider than its peers. As a result, even though the County is slightly below the average compared to the market at the minimum, because it has a wider spread it catches up to its peers at the higher end of the spectrum and surpasses the market by a few percentage points at the maximum.

The results of the market summary chapter are pivotal in the formulation of recommendations by Evergreen. By establishing the County's market position relative to its peers, Evergreen is better able to propose recommendations that enable the County to occupy its desired competitive position.



## Chapter 5 - Recommendations

After reviewing the information provided in the preceding sections of this report, Evergreen developed recommendations to improve the County's current classification and compensation system. The recommendations, as well as the findings that led to each recommendation, are discussed in detail in this section. The recommendations are organized into three sections: classification, compensation, and administration of the system.

### 5.1 CLASSIFICATION RECOMMENDATIONS

An organization's classification system establishes how its human resources are employed to perform its core services. The classification system consists of the titles and descriptions of the different classifications, or positions, which define how work is organized and assigned. It is essential that the titles and descriptions of an organization's classifications accurately depict the work being performed by employees in the classifications in order to ensure equity within the organization and to enable comparisons with positions at peer organizations. The purpose of a classification analysis is to identify such issues as incorrect titles, outdated job descriptions, and inconsistent titles across departments. Recommendations are then made to remedy the identified concerns based on human resources best practices.

In the analysis of the County's classification system, Evergreen Solutions collected classification data through the Job Assessment Tool (JAT) process. The JATs, which were completed by employees and reviewed by their supervisors, provided information about the type and level of work being performed for each of the County's classifications. Evergreen reviewed the data provided in the JATs and used the information as the basis for classification recommendations.

#### FINDING

The classification system being utilized by the County was generally accurate, and titles described the work being performed by employees. However, many of the class titles were long and contained too much information. Evergreen provided recommendations on the consolidation of class titles to help streamline the classification system. Very few other changes were recommended.

**RECOMMENDATION 1: Update existing class description to reflect and review all updated descriptions for FLSA status.**

In conjunction with the County making the proposed title changes, Evergreen will provide the County with updated classification descriptions to ensure that they accurately reflect the work being carried out by employees. These are being provided under separate cover. Upon completion and approval of the proposed class descriptions, Evergreen will further

recommend an updated FLSA status for the roles based on the new, updated content contained within the description.

**RECOMMENDATION 2: Initiate a policy of annual review of all job descriptions to maintain accuracy and review for potential changes to FLSA status.**

Best practice dictates a regularly scheduled review of all job descriptions. Typically, the ideal time to review job descriptions is during an annual performance review period. Not only will employees be able to reflect on their past performance, but notate changes, and create new goals based on the updated job description.

## 5.2 COMPENSATION RECOMMENDATIONS

The compensation analysis consisted of two parts: an external market assessment and an internal equity assessment. During the external market assessment, the County's compensation for selected benchmark classifications was compared to average compensation offered in the market the County competes for employees in. The external assessment consisted of comparing the County against its peer institutions and organizations within its market and revealed that the County is currently lagging the market at the beginning of range spreads but catch up at the end of the pay ranges.

During the internal equity assessment, consideration of the relationships between and the type of work being performed by the County's employees in their classifications was reviewed and analyzed. Specifically, a composite score was assigned to each of the County's classifications that quantified the classification's level of five separate compensatory factors. The level for each factor was determined based on responses to the JAT.

### FINDING

While the County currently maintains an organized and defined overall pay plan, Evergreen found that given the current structure of the pay plan and employees current position in the plan, transitioning to a step plan would be the most appropriate structure moving forward.

**RECOMMENDATION 3: Adopt a new, market responsive compensation structure and assign all positions to it equitably.**

Evergreen created a new pay plan, for general employees that contains 30 pay grades with range spreads just below 60%. The step plan, due to the targeted 30 year parity has 20 step to allow a more similar progression and each step increases by 2.5%. This new 60% range spread is much closer to the ranges seen within the market and allows for more flexible hiring and distribution through the salary ranges (**Exhibit 5-1**).



**EXHIBIT 5-1  
PROPOSED PAY PLAN**

Range Spread	Grade	Minimum	Maximum	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
59.87%	101	\$ 33,150.00	\$ 53,040.00	\$ 33,150.00	\$ 33,978.75	\$ 34,828.22	\$ 35,698.92	\$ 36,591.40	\$ 37,506.18	\$ 38,443.84	\$ 39,404.93	\$ 40,390.06	\$ 41,399.81
59.87%	102	\$ 34,807.50	\$ 55,692.00	\$ 34,807.50	\$ 35,677.69	\$ 36,569.63	\$ 37,483.87	\$ 38,420.97	\$ 39,381.49	\$ 40,366.03	\$ 41,375.18	\$ 42,409.56	\$ 43,469.80
59.87%	103	\$ 36,547.88	\$ 58,476.60	\$ 36,547.88	\$ 37,461.57	\$ 38,398.11	\$ 39,358.06	\$ 40,342.02	\$ 41,350.57	\$ 42,384.33	\$ 43,443.94	\$ 44,530.04	\$ 45,643.29
59.87%	104	\$ 38,375.27	\$ 61,400.43	\$ 38,375.27	\$ 39,334.65	\$ 40,318.02	\$ 41,325.97	\$ 42,359.12	\$ 43,418.09	\$ 44,503.55	\$ 45,616.14	\$ 46,756.54	\$ 47,925.45
59.87%	105	\$ 40,294.03	\$ 64,470.45	\$ 40,294.03	\$ 41,301.38	\$ 42,333.92	\$ 43,392.27	\$ 44,477.07	\$ 45,589.00	\$ 46,728.72	\$ 47,896.94	\$ 49,094.37	\$ 50,321.72
59.87%	106	\$ 42,308.73	\$ 67,693.97	\$ 42,308.73	\$ 43,366.45	\$ 44,450.61	\$ 45,561.88	\$ 46,700.93	\$ 47,868.45	\$ 49,065.16	\$ 50,291.79	\$ 51,549.08	\$ 52,837.81
59.87%	107	\$ 44,424.17	\$ 71,078.67	\$ 44,424.17	\$ 45,534.77	\$ 46,673.14	\$ 47,839.97	\$ 49,035.97	\$ 50,261.87	\$ 51,518.42	\$ 52,806.38	\$ 54,126.54	\$ 55,479.70
59.87%	108	\$ 46,645.38	\$ 74,632.61	\$ 46,645.38	\$ 47,811.51	\$ 49,006.80	\$ 50,231.97	\$ 51,487.77	\$ 52,774.96	\$ 54,094.34	\$ 55,446.70	\$ 56,832.86	\$ 58,253.69
59.87%	109	\$ 48,977.65	\$ 78,364.24	\$ 48,977.65	\$ 50,202.09	\$ 51,457.14	\$ 52,743.57	\$ 54,062.16	\$ 55,413.71	\$ 56,799.06	\$ 58,219.03	\$ 59,674.51	\$ 61,166.37
59.87%	110	\$ 51,426.53	\$ 82,282.45	\$ 51,426.53	\$ 52,712.19	\$ 54,030.00	\$ 55,380.75	\$ 56,765.27	\$ 58,184.40	\$ 59,639.01	\$ 61,129.98	\$ 62,658.23	\$ 64,224.69
59.87%	111	\$ 53,997.86	\$ 86,396.57	\$ 53,997.86	\$ 55,347.80	\$ 56,731.50	\$ 58,149.79	\$ 59,603.53	\$ 61,093.62	\$ 62,620.96	\$ 64,186.48	\$ 65,791.15	\$ 67,435.92
59.87%	112	\$ 56,697.75	\$ 90,716.40	\$ 56,697.75	\$ 58,115.19	\$ 59,568.07	\$ 61,057.28	\$ 62,583.71	\$ 64,148.30	\$ 65,752.01	\$ 67,395.81	\$ 69,080.70	\$ 70,807.72
59.87%	113	\$ 59,532.64	\$ 95,252.22	\$ 59,532.64	\$ 61,020.95	\$ 62,546.48	\$ 64,110.14	\$ 65,712.89	\$ 67,355.71	\$ 69,039.61	\$ 70,765.60	\$ 72,534.74	\$ 74,348.11
59.87%	114	\$ 62,509.27	\$ 100,014.83	\$ 62,509.27	\$ 64,072.00	\$ 65,673.80	\$ 67,315.65	\$ 68,998.54	\$ 70,723.50	\$ 72,491.59	\$ 74,303.88	\$ 76,161.47	\$ 78,065.51
59.87%	115	\$ 65,634.73	\$ 105,015.57	\$ 65,634.73	\$ 67,275.60	\$ 68,957.49	\$ 70,681.43	\$ 72,448.46	\$ 74,259.68	\$ 76,116.17	\$ 78,019.07	\$ 79,969.55	\$ 81,968.79
59.87%	116	\$ 68,916.47	\$ 110,266.35	\$ 68,916.47	\$ 70,639.38	\$ 72,405.37	\$ 74,215.50	\$ 76,070.89	\$ 77,972.66	\$ 79,921.98	\$ 81,920.03	\$ 83,968.03	\$ 86,067.23
59.87%	117	\$ 72,362.29	\$ 115,779.67	\$ 72,362.29	\$ 74,171.35	\$ 76,025.63	\$ 77,926.27	\$ 79,874.43	\$ 81,871.29	\$ 83,918.07	\$ 86,016.03	\$ 88,166.43	\$ 90,370.59
59.87%	118	\$ 75,980.41	\$ 121,568.65	\$ 75,980.41	\$ 77,879.92	\$ 79,826.92	\$ 81,822.59	\$ 83,868.15	\$ 85,964.86	\$ 88,113.98	\$ 90,316.83	\$ 92,574.75	\$ 94,889.12
59.87%	119	\$ 79,779.43	\$ 127,647.08	\$ 79,779.43	\$ 81,773.91	\$ 83,818.26	\$ 85,913.72	\$ 88,061.56	\$ 90,263.10	\$ 92,519.68	\$ 94,832.67	\$ 97,203.49	\$ 99,633.57
59.87%	120	\$ 83,768.40	\$ 134,029.44	\$ 83,768.40	\$ 85,862.61	\$ 88,009.17	\$ 90,209.40	\$ 92,464.64	\$ 94,776.25	\$ 97,145.66	\$ 99,574.30	\$ 102,063.66	\$ 104,615.25
59.87%	121	\$ 87,956.82	\$ 140,730.91	\$ 87,956.82	\$ 90,155.74	\$ 92,409.63	\$ 94,719.87	\$ 97,087.87	\$ 99,515.07	\$ 102,002.94	\$ 104,553.02	\$ 107,166.84	\$ 109,846.01
59.87%	122	\$ 92,354.66	\$ 147,767.46	\$ 92,354.66	\$ 94,663.53	\$ 97,030.11	\$ 99,455.87	\$ 101,942.26	\$ 104,490.82	\$ 107,103.09	\$ 109,780.67	\$ 112,525.19	\$ 115,338.31
59.87%	123	\$ 96,972.39	\$ 155,155.83	\$ 96,972.39	\$ 99,396.70	\$ 101,881.62	\$ 104,428.66	\$ 107,039.38	\$ 109,715.36	\$ 112,458.25	\$ 115,269.70	\$ 118,151.44	\$ 121,105.23
59.87%	124	\$ 101,821.01	\$ 162,913.62	\$ 101,821.01	\$ 104,366.54	\$ 106,975.70	\$ 109,650.09	\$ 112,391.35	\$ 115,201.13	\$ 118,081.16	\$ 121,033.19	\$ 124,059.02	\$ 127,160.49
59.87%	125	\$ 106,912.06	\$ 171,059.30	\$ 106,912.06	\$ 109,584.86	\$ 112,324.49	\$ 115,132.60	\$ 118,010.91	\$ 120,961.19	\$ 123,985.22	\$ 127,084.85	\$ 130,261.97	\$ 133,518.52
59.87%	126	\$ 112,257.67	\$ 179,612.27	\$ 112,257.67	\$ 115,064.11	\$ 117,940.71	\$ 120,889.23	\$ 123,911.46	\$ 127,009.25	\$ 130,184.48	\$ 133,439.09	\$ 136,775.07	\$ 140,194.44
59.87%	127	\$ 117,870.55	\$ 188,592.88	\$ 117,870.55	\$ 120,817.31	\$ 123,837.75	\$ 126,933.69	\$ 130,107.03	\$ 133,359.71	\$ 136,693.70	\$ 140,111.04	\$ 143,613.82	\$ 147,204.16
59.87%	128	\$ 123,764.08	\$ 198,022.52	\$ 123,764.08	\$ 126,858.18	\$ 130,029.63	\$ 133,280.37	\$ 136,612.38	\$ 140,027.69	\$ 143,528.39	\$ 147,116.60	\$ 150,794.51	\$ 154,564.37
59.87%	129	\$ 129,952.28	\$ 207,923.65	\$ 129,952.28	\$ 133,201.09	\$ 136,531.12	\$ 139,944.39	\$ 143,443.00	\$ 147,029.08	\$ 150,704.80	\$ 154,472.43	\$ 158,334.24	\$ 162,292.59
59.87%	130	\$ 136,449.89	\$ 218,319.83	\$ 136,449.89	\$ 139,861.14	\$ 143,357.67	\$ 146,941.61	\$ 150,615.15	\$ 154,380.53	\$ 158,240.05	\$ 162,196.05	\$ 166,250.95	\$ 170,407.22
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**EXHIBIT 5-1 (CONTINUED)  
PROPOSED PAY PLAN**

Range Spread	Grade	Minimum	Maximum	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
59.87%	101	\$ 33,150.00	\$ 53,040.00	\$ 42,434.80	\$ 43,495.67	\$ 44,583.06	\$ 45,697.64	\$ 46,840.08	\$ 48,011.08	\$ 49,211.36	\$ 50,441.65	\$ 51,702.69	\$ 52,995.25
59.87%	102	\$ 34,807.50	\$ 55,692.00	\$ 44,556.54	\$ 45,670.46	\$ 46,812.22	\$ 47,982.52	\$ 49,182.09	\$ 50,411.64	\$ 51,671.93	\$ 52,963.73	\$ 54,287.82	\$ 55,645.02
59.87%	103	\$ 36,547.88	\$ 58,476.60	\$ 46,784.37	\$ 47,953.98	\$ 49,152.83	\$ 50,381.65	\$ 51,641.19	\$ 52,932.22	\$ 54,255.53	\$ 55,611.91	\$ 57,002.21	\$ 58,427.27
59.87%	104	\$ 38,375.27	\$ 61,400.43	\$ 49,123.59	\$ 50,351.68	\$ 51,610.47	\$ 52,900.73	\$ 54,223.25	\$ 55,578.83	\$ 56,968.30	\$ 58,392.51	\$ 59,852.32	\$ 61,348.63
59.87%	105	\$ 40,294.03	\$ 64,470.45	\$ 51,579.77	\$ 52,869.26	\$ 54,190.99	\$ 55,545.77	\$ 56,934.41	\$ 58,357.77	\$ 59,816.72	\$ 61,312.14	\$ 62,844.94	\$ 64,416.06
59.87%	106	\$ 42,308.73	\$ 67,693.97	\$ 54,158.76	\$ 55,512.73	\$ 56,900.54	\$ 58,323.06	\$ 59,781.13	\$ 61,275.66	\$ 62,807.55	\$ 64,377.74	\$ 65,987.19	\$ 67,636.87
59.87%	107	\$ 44,424.17	\$ 71,078.67	\$ 56,866.69	\$ 58,288.36	\$ 59,745.57	\$ 61,239.21	\$ 62,770.19	\$ 64,339.44	\$ 65,947.93	\$ 67,596.63	\$ 69,286.54	\$ 71,018.71
59.87%	108	\$ 46,645.38	\$ 74,632.61	\$ 59,710.03	\$ 61,202.78	\$ 62,732.85	\$ 64,301.17	\$ 65,908.70	\$ 67,556.42	\$ 69,245.33	\$ 70,976.46	\$ 72,750.87	\$ 74,569.64
59.87%	109	\$ 48,977.65	\$ 78,364.24	\$ 62,695.53	\$ 64,262.92	\$ 65,869.49	\$ 67,516.23	\$ 69,204.13	\$ 70,934.24	\$ 72,707.59	\$ 74,525.28	\$ 76,388.42	\$ 78,298.13
59.87%	110	\$ 51,426.53	\$ 82,282.45	\$ 65,830.31	\$ 67,476.06	\$ 69,162.97	\$ 70,892.04	\$ 72,664.34	\$ 74,480.95	\$ 76,342.97	\$ 78,251.55	\$ 80,207.84	\$ 82,213.03
59.87%	111	\$ 53,997.86	\$ 86,396.57	\$ 69,121.82	\$ 70,849.87	\$ 72,621.11	\$ 74,436.64	\$ 76,297.56	\$ 78,205.00	\$ 80,160.12	\$ 82,164.13	\$ 84,218.23	\$ 86,323.68
59.87%	112	\$ 56,697.75	\$ 90,716.40	\$ 72,577.91	\$ 74,392.36	\$ 76,252.17	\$ 78,158.47	\$ 80,112.44	\$ 82,115.25	\$ 84,168.13	\$ 86,272.33	\$ 88,429.14	\$ 90,639.87
59.87%	113	\$ 59,532.64	\$ 95,252.22	\$ 76,206.81	\$ 78,111.98	\$ 80,064.78	\$ 82,066.40	\$ 84,118.06	\$ 86,221.01	\$ 88,376.53	\$ 90,585.95	\$ 92,850.60	\$ 95,171.86
59.87%	114	\$ 62,509.27	\$ 100,014.83	\$ 80,017.15	\$ 82,017.58	\$ 84,068.02	\$ 86,169.72	\$ 88,323.96	\$ 90,532.06	\$ 92,795.36	\$ 95,115.25	\$ 97,493.13	\$ 99,930.45
59.87%	115	\$ 65,634.73	\$ 105,015.57	\$ 84,018.01	\$ 86,118.46	\$ 88,271.42	\$ 90,478.20	\$ 92,740.16	\$ 95,058.66	\$ 97,435.13	\$ 99,871.01	\$ 102,367.78	\$ 104,926.98
59.87%	116	\$ 68,916.47	\$ 110,266.35	\$ 88,218.91	\$ 90,424.38	\$ 92,684.99	\$ 95,002.11	\$ 97,377.17	\$ 99,811.60	\$ 102,306.89	\$ 104,864.56	\$ 107,486.17	\$ 110,173.33
59.87%	117	\$ 72,362.29	\$ 115,779.67	\$ 92,629.85	\$ 94,945.60	\$ 97,319.24	\$ 99,752.22	\$ 102,246.03	\$ 104,802.18	\$ 107,422.23	\$ 110,107.79	\$ 112,860.48	\$ 115,681.99
59.87%	118	\$ 75,980.41	\$ 121,568.65	\$ 97,261.34	\$ 99,692.88	\$ 102,185.20	\$ 104,739.83	\$ 107,358.33	\$ 110,042.28	\$ 112,793.34	\$ 115,613.18	\$ 118,503.50	\$ 121,466.09
59.87%	119	\$ 79,779.43	\$ 127,647.08	\$ 102,124.41	\$ 104,677.52	\$ 107,294.46	\$ 109,976.82	\$ 112,726.24	\$ 115,544.40	\$ 118,433.01	\$ 121,393.83	\$ 124,428.68	\$ 127,539.40
59.87%	120	\$ 83,768.40	\$ 134,029.44	\$ 107,230.63	\$ 109,911.40	\$ 112,659.18	\$ 115,475.66	\$ 118,362.55	\$ 121,321.62	\$ 124,354.66	\$ 127,463.53	\$ 130,650.11	\$ 133,916.37
59.87%	121	\$ 87,956.82	\$ 140,730.91	\$ 112,592.16	\$ 115,406.97	\$ 118,292.14	\$ 121,249.45	\$ 124,280.68	\$ 127,387.70	\$ 130,572.39	\$ 133,836.70	\$ 137,182.62	\$ 140,612.18
59.87%	122	\$ 92,354.66	\$ 147,767.46	\$ 118,221.77	\$ 121,177.32	\$ 124,206.75	\$ 127,311.92	\$ 130,494.72	\$ 133,757.08	\$ 137,101.01	\$ 140,528.54	\$ 144,041.75	\$ 147,642.79
59.87%	123	\$ 96,972.39	\$ 155,155.83	\$ 124,132.86	\$ 127,236.18	\$ 130,417.09	\$ 133,677.51	\$ 137,019.45	\$ 140,444.94	\$ 143,956.06	\$ 147,554.96	\$ 151,243.84	\$ 155,024.93
59.87%	124	\$ 101,821.01	\$ 162,913.62	\$ 130,339.50	\$ 133,597.99	\$ 136,937.94	\$ 140,361.39	\$ 143,870.43	\$ 147,467.19	\$ 151,153.87	\$ 154,932.71	\$ 158,806.03	\$ 162,776.18
59.87%	125	\$ 106,912.06	\$ 171,059.30	\$ 136,856.48	\$ 140,277.89	\$ 143,784.84	\$ 147,379.46	\$ 151,063.95	\$ 154,840.55	\$ 158,711.56	\$ 162,679.35	\$ 166,746.33	\$ 170,914.99
59.87%	126	\$ 112,257.67	\$ 179,612.27	\$ 143,699.30	\$ 147,291.79	\$ 150,974.08	\$ 154,748.43	\$ 158,617.14	\$ 162,582.57	\$ 166,647.14	\$ 170,813.31	\$ 175,083.65	\$ 179,460.74
59.87%	127	\$ 117,870.55	\$ 188,592.88	\$ 150,884.27	\$ 154,656.38	\$ 158,522.78	\$ 162,485.85	\$ 166,548.00	\$ 170,711.70	\$ 174,979.49	\$ 179,353.98	\$ 183,837.83	\$ 188,433.78
59.87%	128	\$ 123,764.08	\$ 198,022.52	\$ 158,428.48	\$ 162,389.19	\$ 166,448.92	\$ 170,610.15	\$ 174,875.40	\$ 179,247.29	\$ 183,728.47	\$ 188,321.68	\$ 193,029.72	\$ 197,855.46
59.87%	129	\$ 129,952.28	\$ 207,923.65	\$ 166,349.91	\$ 170,508.65	\$ 174,771.37	\$ 179,140.65	\$ 183,619.17	\$ 188,209.65	\$ 192,914.89	\$ 197,737.76	\$ 202,681.21	\$ 207,748.24
59.87%	130	\$ 136,449.89	\$ 218,319.83	\$ 174,667.40	\$ 179,034.09	\$ 183,509.94	\$ 188,097.69	\$ 192,800.13	\$ 197,620.13	\$ 202,560.64	\$ 207,624.65	\$ 212,815.27	\$ 218,135.65
	UNG	-	-	-	-	-	-	-	-	-	-	-	-

Implementation of the new compensation structure requires two steps. First, all positions were assigned to an appropriate pay grade within the overall plan. To determine what pay grade each position was assigned, Evergreen used the following factors: the results of the JAT analysis, the results of the market study, as well as consideration for both existing and newly created internal relationships between classifications. Assigning pay grades to classifications requires a balance of internal equity and desired market position, and recruitment and retention concerns also played a role in the process.

**RECOMMENDATION 4:** Evergreen recommends providing all employees with a 4% Minimum adjustment (COLA) not to exceed an employee’s maximum of their range.

In trying to keep up with the market and not realign internal structures too drastically, Evergreen recommends providing all employees with a 4% minimum adjustment (COLA) to move them further along in their salary ranges, and to match the movement of the market. The total cost of this is **\$4,209,188.46**

**RECOMMENDATION 5:** Evergreen recommends the County adopt a methodology to transition employee salaries into the proposed pay plan that aligns with its established compensation philosophy and meets the available financial resources of the institution.

The second step in implementing the proposed structure is then to transition employee salaries into their new recommended pay ranges. This step can be done via a variety of methods, each with their own strengths and drawbacks, however, after discussion with County leadership, Evergreen recommends that the institution pursue implementing the following transition methodology:

### 30-Year Class Parity

This option consists of placing employees into their proposed pay ranges based on how long employees have been with the County. The parity effectively divides the pay range into 30 equal segments, where each segment represents a year of class time. Additionally, employees are given partial credit for anytime they have spent at the County outside of their current classification at half credit. For example, an employee who has been in their classification for 5 years, but had 25 years with the institution overall, would be placed in the first quartile of the range, due to their receiving 5 years of class time at straight credit. If an employee's current salary is higher than their class parity projected salary, no adjustment is made, and as such no salaries are decreased as part of this adjustment. This methodology seeks to re-align employee salaries based on years in classification and can space out compressed employee salaries along the range based on this factor. However, this methodology does not account for past experience employees may have outside of the County. The estimated cost for this adjustment is **\$6,547,613.56** (6.9% of payroll) affecting a total of 1776 general employees. This includes the Cost of the 4% COLA. Considering the adjustment to wages, the total compensation impact (Including an additional estimated 28% due to benefits) the total compensation cost of implementation is **\$8,380,945.36**.

## **5.3 COMPENSATION AND CLASSIFICATION SYSTEM ADMINISTRATION**

Any organization's compensation and classification system will need periodic maintenance. The recommendations provided in this chapter were developed based on conditions at the time the study was conducted. Without proper upkeep of the system, the potential for recruitment and retention issues may increase as the compensation and classification system becomes dated and less competitive.

**RECOMMENDATION 6: Conduct small-scale salary surveys as needed to assess the market competitiveness of hard-to-fill classifications and/or classifications with retention issues and adjust pay grade assignments if necessary.**

While it is unlikely that the pay plan will need to be adjusted for several years, a small number of classifications' pay grades may need to be reassigned more frequently. If one or more classifications are exhibiting high turnover or are having difficulty with recruitment, the County should collect salary range data from peer organizations to determine whether an adjustment is needed for the pay grade of the classification(s).

**RECOMMENDATION 7: Conduct a comprehensive classification and compensation study every three to five years.**

While small-scale salary surveys can improve the market position of specific classifications, it is recommended that a full classification and compensation study be conducted every three to five years to preserve both internal and external equity for the County. Changes to classification and compensation do occur, and while the increments of change may seem minor, they can compound over time. A failure to react to these changes quickly has the potential to place the County in a poor position for recruiting and retaining quality employees.

While the previous two recommendations intend to maintain the competitiveness over time of the classification and compensation structure as a whole, it is also necessary to establish procedures for determining equitable pay practices for individual employees.

**RECOMMENDATION 8: Revise policies and practices for moving employees' salaries through the pay plan, including procedures for determining salaries of newly hired employees and employees who have been promoted, demoted, or transferred to a different classification. Additionally, the County may want to move towards a performance-based merit raise for employees performing at higher levels of excellence.**

The method of moving salaries through the pay plan and setting new salaries for new hires, promotions, demotions, and transfers depends largely on an organization's compensation philosophy. However, it is important for the County to have established guidelines for each of these situations, and that they are followed consistently for all employees. Common practices for progressing and establishing employee salaries are outlined below.

#### Salary Progression

As outlined above, Evergreen recommends County enact the second phase of implementing the new pay plan which would involve a one-time salary adjustment for employees to ensure they are placed in the proper percentile of their salary range. While this major adjustment should be performed when the County has the financial resources to do so, the County should continue to adjust salaries annually when financially feasible. Based on the feedback from employees and County leadership, Evergreen recommends that the basis of salary adjustment in the future be done at three distinct levels.

- **Structural:** Adjustment to the ranges should be made annually and with the aim of adjusting for the changes in cost of living. Evergreen recommends the County tie the annual compensation structure movement to the local change in the Consumer-Price-Index (CPI). This annual adjustment will ensure the County's pay ranges do not rapidly fall out of line with that of its peers; however, when conducting the small-scale surveys referenced above, the County should also collect pay plan movement and anticipated movement from its peers to gauge if market movement is keeping pace with CPI movement.
- **Classification:** As a result of the market surveys, the County may identify classifications or job families that are experiencing considerable market movement and as a result, reassignment of the pay grades should be considered when this occurs. Alternatively, if the County identifies classifications that have become hard to recruit and retain, pay grade reassignment should also be considered to ensure the County is competitive for both recruiting new talent and retaining existing employees.



- Individual: To tie into the adjustment of the structure, Evergreen recommends the County adjust employee salaries annually for Cost-of-living adjustment (COLA). This adjustment would be done for all employees who receive a satisfactory performance evaluation, and the percentage adjustment would need to be roughly 1-2 percent more than the movement of the compensation structure in any given years, in order to allow for employee progression into the range. Moreover, based on the feedback from employees and the County's desire to recruit and retain a high-quality workforce, Evergreen recommends the County grant additional adjustment to employees who receive above average performance evaluations. The County should exercise a differentiated percentage for high performers that met the financial constraints of the budget while still providing a meaningful incentive for high performance.

### New Hires

A new employee's starting salary largely depends on the amount of education and experience the employee possesses beyond the minimum requirements for the job. Typically, an employee holding only the minimum education and experience requirements for a classification is hired at or near the classification's pay grade minimum. An upper limit to the percentage above the minimum that can be offered to a new employee with only the minimum requirements should be established, where approval is needed to offer a starting salary that is a higher percentage above minimum. Another threshold should be established as the maximum starting salary possible without approval for new employees with considerable experience and/or education above the requirements for the position. It is common for the midpoint to be used as the maximum starting salary for most classifications. Once the County has performed the initial implementation adjustment for current employee salaries, new employee starting salaries should take into consideration internal equity, meaning that new hires should be offered comparable salaries to existing employees in the classification with similar levels of education and experience.

### **RECOMMENDATION 9: Evergreen recommends the County adopt a hiring grid that aligns with its selected implementation methodology.**

Dependent upon which route the County elects to transition employees into the new salary ranges, a hiring grid should be adopted that provides guidance about where new employee salaries should be set. The adoption of a new hiring grid should be done after an implementation methodology is selected to ensure alignment of salary placement between current employees and new hires, and to prevent new compression issues from arising both within classifications and departments, as well as throughout the County as a whole. Evergreen will work with the County's leadership team to develop a structure that aligns with any selected method of implementation.

### Promotions/Demotions

When an employee is promoted to a new classification, it is important to have guidelines for calculating the employee's new salary that rewards the employee for his or her new responsibilities, moves the salary into the new pay grade, and ensures internal equity in the new classification. It is common for organizations to establish a minimum percentage salary increase that depends on the increase in pay grade as a result of the promotion. Regardless





of the minimum percent increase, the employee's new salary should be within the new pay grade's range, and internal equity of salaries within the classification should be preserved.

### Transfers

An employee transfer occurs when an employee is reassigned to a classification at the same pay grade as his or her current classification or when an employee's classification stays the same, but his or her department changes. In either of these cases, it is likely that no adjustment is necessary to the employee's salary. The only situation in which a salary adjustment would be needed for a transferred employee would be if his or her current salary is not aligned with the salaries of employees in the new classification or department. If that occurs, it may be necessary to adjust the salary of the employee or the incumbents of the classification to ensure salary equity within the new classification.

### Critical Classifications

The County's human resources staff should assess all classifications each year to determine those that should be categorized as "critical" based on market data collected for that year and County turnover. In the full first year following the study, we recommend that the critical class supplement be ten percent for those found classifications with more than 30 percent turnover and/or a market rate percent difference of 20 percent or more (after accounting for the new salary range assignments). Furthermore, if adopted by the County, a critical class supplement could be increased to a larger percent of base pay. For example, if the County in the future experiences considerable competitive pressure in hiring candidates for a specific classification. Some of the pressure may relate to the pay ranges, but other factors such as the available supply of labor, compared to demand of experienced candidates may also be present. As a result, the base pay of the associated classification would be increased so long as the external market pressures remain prevalent.

**RECOMMENDATION 10: Evergreen recommends the County implement a critical classification program and compensate those classifications that qualify ten percent above their current base rate of compensation.**

## **5.4 SUMMARY**

The County should be commended for its desire and commitment to provide competitive and fair compensation for its employees. The recommendations in this report establish a new competitive pay plan, externally and internally equitable classification titles and pay grade assignments, and system administration practices that will provide the County with a responsive compensation and classification system for years to come. While the upkeep of this recommended system will require concrete effort, the County will find that having a competitive compensation and classification system that encourages strong recruitment and employee retention is worth this commitment.





**Agenda Briefing**

<b>Prepared by:</b>	Bill Davis	<b>Title:</b>	Director
<b>Department:</b>	Utilities	<b>Division:</b>	
<b>Date Prepared:</b>	June 26, 2023	<b>Meeting Date:</b>	July 18, 2023
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	June 29, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	July 7, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	July 3, 2023
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Regular Session		
<b>Subject</b>	Eastover Wastewater Treatment Plant Expansion Engineering Services		

**RECOMMENDED/REQUESTED ACTION:**

Richland County Utilities (RCU) recommends approval of the estimated engineering services for the Eastover Wastewater Treatment Plant Expansion.

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:**

Richland County received notification of its selection for a South Carolina Infrastructure Investment Program (SCIIP) Grant in the amount of \$10,000,000. To keep the grant, the project must be designed and ready for bid by June 1, 2024. If substantial progress is not made on the engineering design by June 1, 2024, the grant could be denied. We are currently providing matching funds via a new bond for \$8,432,283. This includes the funds for engineering.

The SCIIP funding will provide 54% of the plant expansion costs while the County matches the remaining 46%. The total estimated cost of the plant expansion is \$18,432,283.

*Applicable department/grant key and object codes:* 2110367004.530700

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Click or tap here to enter text.

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

**REGULATORY COMPLIANCE:**

Eastover WWTP is currently at full capacity when considering the approved developments. The County will not be able to allow any new projects over 10 residential units until the plant is upgraded.

#### **MOTION OF ORIGIN:**

There is no associated Council motion of origin.

#### **STRATEGIC & GENERATIVE DISCUSSION:**

Phase One of the Southeast Water & Sewer project is complete. Serving as the system's backbone, Phase 1 helped connect sewer customers from the City of Columbia transfer area and several failing wastewater systems into the Richland County Utilities (RCU) Eastover Wastewater Treatment Plant.

The current capacity of Phase 1 has been exhausted due to the growth from the “willingness to serve” letters issued to several thousand new residential homes awaiting connection. RCU is ready to proceed with expanding the Eastover Wastewater Treatment Plant. The plant will be upgraded from 1.2 million gallons per day (MGD) plant to 2.5 MGD. The 1.3 MGD plant expansion is funded by a SCIIP Grant.

The application for the SCIIP of \$10,000,000 has been approved. Staff met with SCIIP Funding managed by the South Carolina Rural Infrastructure Authority (RIA) on June 16, 2023 to discuss the rigorous timeline. Staff discussed using the engineering services as part of the County’s matching funds, thus allowing the County to follow its procurement and legal requirements to secure engineering services for the project.

The SCIIP funding will provide 54% of the plant expansion costs while the County matches the remaining 46% to secure the \$10,000,000 grant. The total estimated cost of the plant expansion is \$18,432,283. The current preliminary opinion of probable costs for budgetary purposes only shows a construction contingency of 25% due to the high cost of material and labor (see Attachment #1). Included is information on the required timeline for the SCIIP Funding managed by RIA with its required schedule and milestones (see Attachment #2).

Securing the engineer and the grant funding is Utilities’ top priority. Richland County must award the engineering contract by the first week of September to meet the rigorous RIA. Staff will be issue a request for proposals (RFP) for Engineering Services to solicit bids as soon as possible to meet the deadlines.

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

Strategic Goal 4: Plan for Growth through inclusive and equitable infrastructure

Objectives:

- 4.1: Establish plans and success metrics that allow for smart growth
- 4.2: Coordinate departments to prepare for anticipated growth in areas by providing water, sewer, and roads in necessary locations
- 4.3: Create excellent facilities

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

If staff does not receive pre-approval for the funding from Council, the County will miss the RIA deadline and will most likely lose the funding. Obtaining the SCIIP funding will help reduce the overall cost of financing the projects and help the County maintain rates for its customers as it expands the Eastover Wastewater Treatment Plant.

**ATTACHMENTS:**

1. Preliminary Opinion of Probable Costs
2. Timeline for RIA to Secure Funding for SCIIP Grant

## Richland County Utilities

### Preliminary Opinion of Probable Cost - For Budgetary Purposes Only

1.25 MGD WWTP Expansion	
<b>1.25 MGDExpansion</b>	<b>\$ 13,405,297</b>
<b>Construction Sub-Total</b>	<b>\$ 13,405,297</b>
<b>Construction Contingency</b> <span style="float: right;"><b>25%</b></span>	<b>\$ 3,351,324</b>
<b>Total Opinion of Probable Construction Cost</b>	<b>\$ 16,756,621</b>
<b>Engineering Costs</b>	<b>\$ 1,675,662</b>
<b>Total Estimated Project Cost</b>	<b>\$ 18,432,283</b>

**Notes:**

\* This opinion of probable cost is based on a preliminary design and the estimated quantities for the project only. Since it is impossible to control the parameters of the final design, market forces, cost of labor, materials, and means and methods, this estimate is not a guarantee of the project cost, and the actual project cost may vary from this estimate.

## TIMELINE FOR RIA TO SECURE FUNDING FOR SCIIP GRANT

### Typical Project – Target Dates



- 1 Grant Award | May – July 2023**  
Finalize conditions, agreements, & financials
- 2 Procure Engineer | June – August 2023**  
RFQs, negotiate contract, RIA contract review
- 3 Design Project | Sept. 2023 – March 2024**  
Easement, ROW, Property Acquisition
- 4 Finalize Plans & Specs | April – June 2024**  
Permitting

South Carolina Rural Infrastructure Authority 25

### Typical Project – Target Dates



- 5 Bid & Award Project | July – October 2024**  
Advertise in SCBO, RIA review of bid/contract, pre-construction conference & NTP
- 6 Construction Period | November 2024 – April 2026**  
Pay requests, disburse funds, approval to operate
- 7 Monitoring & Closeout | May – June 2026**  
RIA monitors records, final expenditure report, grant closeout

South Carolina Rural Infrastructure Authority 26



**Agenda Briefing**

<b>Prepared by:</b>	Bill Davis	<b>Title:</b>	Director
<b>Department:</b>	Utilities	<b>Division:</b>	
<b>Date Prepared:</b>	June 28, 2023	<b>Meeting Date:</b>	July 18, 2023
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	July 10, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	June 26, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 26, 2023
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Regular Session		
<b>Subject</b>	Lagoon Closure Project - Richland County School District 1 (RCSD1)		

**RECOMMENDED/REQUESTED ACTION:**

Utilities staff recommends County Council approve awarding the Lagoon Closure project to AAA Utility and Construction, LLC in the amount of \$2,534,449.50.

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:**

Utilities requests a contract award of the total cost of the project, \$2,534,449.50, which includes a 10% contingency. Utilities has allotted funds from the Southeast Sewer and Water Project to close the lagoons. Richland County School District 1 (RCSD1) has already reimbursed \$2,000,000 for the closures; by agreement, RCSD1 will provide any additional costs needed to complete the work.

*Applicable department/grant key and object codes:* 2110367004.532200

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Please see Attachment 1.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

Decommissioning of wastewater lagoons must follow South Carolina Department of Health and Environmental Control (SCDHEC) Regulations for the proper closeout of wastewater treatment facilities.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

**STRATEGIC & GENERATIVE DISCUSSION:**

The Utilities Department requests approval to award the contract for decommissioning of the lagoons and package plant in the Southeast region of Richland County. Since the completion of the Southeast Sewer & Water project, Gadsden Elementary, Hopkins Middle, and Hopkins Elementary Schools have been connected to the new public sewer collection system therefore, their wastewater treatment lagoon and package plant are no longer needed and must be properly closed.

The purpose of this project is to execute the requirements of the National Pollutant Discharge Elimination System (NPDES) Closure Plan for Gadsden Elementary School Lagoon, Hopkins Middle School Lagoon, and Hopkins Elementary School Package Wastewater Treatment Plant. The project includes miscellaneous decommissioning, such as sludge dewatering and disposal, removal of structures and equipment, and backfilling structures.

The Utilities Department requests approval to award the contract to AAA Utility and Construction, LLC which has been reviewed, recommended, and selected to complete this project.

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

Department Key Performance Indicator #2: Develop Master Plans for Utilities Department Facilities and water and sewer services:

Strategic Goal 1 - Foster good Governance; Objectives 1.5: Collaborate with other governments.

By working together with School District One, Richland County can help provide a safer school play area for children and a cleaner environment for those living within the watershed of these aging and previously failing sewer systems.

**ATTACHMENTS:**

1. Procurement Bid Table



Lagoon Closures - School RC-581-B-23 Final

AAA Utility and Construction, LLC

	Unit Price	Total Cost
<b>1 Base Bid (5)</b>		
Lump Sum for all work as indicated in the scope of work for Gadsden Elementary WWTP Closure, Gadsden Elementary Lagoon Sludge Removal, Dewatering and Disposal, Hopkins Middle WWTP Closure, Hopkins Middle Lagoon Sludge Removal, Dewatering and Disposal, Hopkins Elementary WWTP Closure.	\$ 2,304,045.00	<b>\$2,304,045.00</b>
<b>2 Deductive Alternate No. 1 (1)</b>		
As pertaining to sludge removal, dewatering, and disposal for Gadsden Elementary School Lagoon. Provide costs for all work associated for alternate means of sludge removal as stated in the "other possible conditions" detailed in SCDHEC Closure Plan Approval in Section 01061. This alternate cost amount is to cover the inclusion of disinfectant suitable for control of odors and vectors on solids, dried solids mixed with off-site soil, and all solids/soil mixture removed from lagoon and hauled for disposal to approved landfill.	\$675,000.00	<b>(\$675,000.00)</b>
<b>3 Deductive Alternate No. 2 (1)</b>		
As pertaining to sludge removal, dewatering, and disposal for Hopkins Middle School Lagoon. Provide costs for all work associated for alternate means of BID FORM – UNIT PRICE00310-3 60677436 sludge removal as stated in the "other possible conditions" detailed in SCDHEC Closure Plan Approval in Section 01061. This alternate cost amount is to cover the inclusion of disinfectant suitable for control of odors and vectors on solids, dried solids mixed with off-site soil, and all solids/soil mixture removed from lagoon and hauled for disposal to approved landfill.	\$ 135,000.0	<b>(\$135,000.00)</b>

Note: The deductive alternates are pending approval from SCDHEC, the project without any Deductive Alternatives is \$2,304,045.00



**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>	June 27, 2023	<b>Meeting Date:</b>	July 18, 2023
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	June 29, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	July 7, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 29, 2023
<b>Approved for consideration:</b>	Assistant County Administrator	Aric A Jensen, AICP	
<b>Meeting/Committee</b>	Regular Session		
<b>Subject</b>	2023 Annual Action Plan and 2022-2026 Five Year Consolidated Plan Substantial Amendment		

**RECOMMENDED/REQUESTED ACTION:**

To receive Community Development Block Grant (CDBG), HOME Investment Partnership, and Emergency Solutions Grant (ESG) funds, Richland County must submit an Annual Action Plan to the U.S. Housing and Urban Development Department (HUD) each year; the County must also submit a 5-year Consolidated Plan every fifth year.

This year, the County is only required to submit the PY 2023 Annual Action Plan; however, the County is also proposing to submit a substantial amendment to the existing PY 2022-2026 Consolidated Plan to incorporate ESG funds that were awarded subsequent to the original approval.

The Community Development Division recommends approval of the following plans for submission to U.S. Department of Housing and Urban Development for the purposes of administering Community Development Block Grant (CDBG), HOME Investment Partnership, and Emergency Solutions Grant (ESG) funds:

1. The FY 2023 Annual Action Plan to administer and allocate \$1,723,394 in CDBG funds, \$941,966 in HOME funds, and \$148,882 in ESG funds for submission to HUD on or before Tuesday, August 15, 2023;
2. The Substantial Amendment to the 2022-2026 Five Year Consolidated Plan to incorporate newly awarded ESG funds for submission to HUD on or before Tuesday, August 15, 2023.

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:**

Grant Agreements will be executed following successful submission of the 2023 Annual Action Plan to HUD by August 15, 2023. The performance periods, match requirements, and required caps or set asides are as follows:

*FY23 Community Development Block Grant (CDBG):*

Grant Period October 1, 2023 - September 30, 2030

Match No match requirement

Admin & Planning Cap 20% of Award

Public Services Cap 15% of Award

*FY23 HOME Investment Partnership*

Grant Period October 2, 2023 - September 30, 2030

Match 25% Match Requirement (sources may include county funds, private developer investments, or in-kind contributions towards a project)

Admin & Planning Cap 10%

CHDO Set Aside 15%

*FY23 Emergency Solutions Grant (ESG)*

Grant Period October 1, 2023 - September 30, 2025

Match recipients of grant funds must match with an equal amount of cash and/or noncash contributions, which may include donated buildings, materials and volunteer services.

Admin & Planning Cap 7.5%

*Applicable department/grant key and object codes:* GL: 1202992010

**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:**

The required 30-Day Public Comment Period for the PY23 Annual Action Plan is from June 16, 2023 through July 16, 2023. The final Public Hearing will be held on Thursday, July 13th at 6:00 PM in the Council Chambers. All public comments and testimony received orally or in writing must be incorporated into the Annual Action Plan prior to Council approval on July 18th.

The County is required to submit the Annual Action Plan (AAP) to HUD at least 45 days before the start of its program year; the latest submission deadline is August 15, 2023.

To ensure compliance with HUD's regulations, Community Development staff will follow **2 CFR Part 200** regarding the administration of federal grants programs, **2 CFR Part 570** regarding CDBG funds, **2 CFR Part 92** regarding HOME Investment Partnership funds, and **2 CFR Part 576** for Emergency Solutions Grants (ESG). CDBG and HOME funds can only be awarded to sub-recipients located in and/or predominantly serving individuals in unincorporated Richland County. Federal law requires CDBG and HOME funds primarily benefit low-to-moderate-income persons (at 80% of area median income or below). ESG funds are dedicated to homeless support services. All funds are disbursed as reimbursable grants with monitoring by Community Development staff.

#### **MOTION OF ORIGIN:**

There is no associated Council motion of origin.

#### **STRATEGIC & GENERATIVE DISCUSSION:**

The Community Development Division recommends approval of the following draft plans for submission to U.S. Department of Housing and Urban Development for the purposes of administering Community Development Block Grant (CDBG), HOME Investment Partnership, and Emergency Solutions Grant (ESG) funds:

1. PY 2023 Annual Action Plan (Attachment 1) to administer and allocate \$1,723,394 in CDBG funds, \$941,966 in HOME funds, and \$148,882 in ESG funds for submission to HUD on or before Tuesday, August 15, 2023.
2. 2022-2026 Five Year Consolidated Plan Substantial Amendment (Attachment 3) to incorporate newly awarded ESG funds for submission to HUD on or before Tuesday, August 15, 2023.

#### *Annual Action Plan*

The Annual Action Plan (AAP) is used to identify housing, economic development, public services, and community revitalization needs and to develop CDBG, HOME, and ESG budgeting and focus areas for the next annual period. The proposed FY23 Annual Action Plan was developed in line with Richland County's Citizen Participation plan with public notice, two public hearings, and a 30-day public comment period. The plan provides a general outline of budgets and projects for CDBG, HOME Investment Partnership and ESG funds that will guide the administration and investment of these critical resources for the October 1, 2023-September 30, 2024 grant cycle. See Attachment 2 for details. Upon Council approval, the Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development (HUD) for approval. Once approved by HUD, Community Development will initiate a Notice of Funding Availability NOFA process for organizations and agencies to apply for project funding in each of the designated focus areas through a competitive application process. Selected projects will go through a 30-Day public display and comment period before being submitted to Council for approval.

The PY23 AAP implements the County's second year of the 2022-2026 Five Year Consolidated Plan, approved in July 2022, which enables the County to continue to receive federal housing and community development funds.

### *Consolidated Plan (CON plan)*

The 2022-2026 Five Year Consolidated Plan Substantial Amendment has been developed in line with the County's Citizen Participation Plan with a public notice, a public hearing, and a 30-day public comment period. The original plan was approved by Council in August 2022. The Substantial Amendment was completed to incorporate newly awarded Emergency Solutions Grant (ESG) funds which had not previously been awarded to the County. The Con Plan had to be amended to incorporate ESG funds to allow the County to secure this new HUD award.

### *Benefits of Request:*

This AAP budget proposal for the three HUD grants allows the County to continue rehabilitation of existing affordable owner-occupied housing units, investment in public improvements and infrastructure, revivification of dilapidated and/or abandoned commercial and/or residential properties, council-approved eligible master planned area improvements, and collaboration with community partners to coordinate development activities and public services as identified in the Five Year Consolidated Plan.

This request allows the County to continue delivering a wide range of programs and projects to benefit low/mod income residents of Richland County and improve County Master Planned Areas. If denied, the County risks delays or reductions in millions of federal dollars that are vital to the Richland County community.

### *Budget Details*

Please see Attachment 2 for proposed budget and activity descriptions for CDBG, HOME, and ESG funds.

### *Alternatives*

Option 1 (recommended) - Approve the FY 23 Annual Acton Plan and the 2022-2026 Five Year Consolidated Plan Substantial Amendment for submission to HUD by the deadline of August 15, 2023 which allows the County to continue delivering a wide range of programs and projects to benefit low-to-moderate income (LMI) residents of unincorporated Richland County.

Option 2 - Do not approve the plans for submission to HUD by the deadline of August 15, 2023 and forego all CDBG, HOME Investment Partnership, and ESF funds for the PY23 year.

### *Previous Actions of Council*

Council approved the Five-Year Consolidated Plan and the 2022 CDBG and HOME Annual Action Plan (AAP) on August 30, 2022. This Substantial Amendment to the Consolidated Plan is being done to incorporate the newly awarded ESG funds for the upcoming programming year.

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

Goal 3: Commit to fiscal responsibility.

- Objective 3.1: Align budget to priorities and seek alternative revenue sources

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 4.4: 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 Annual Action Plan will provide significant opportunities for positive public engagement and communication about County wins. The strategic use of these valuable funds, making a difference in lives all across the county, is something we can all be proud of. Further, these plans are developed with several periods of public comment and input, so the execution of these plans is an example of citizen voices being heard and making a difference. Finally, Community Development staff has set a goal to secure at least half of the 25% match requirement for new HOME Investment Partnership projects from private developers or in-kind services rather than through the General Fund as has been utilized in previous years.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

The required 30-Day Public Comment Period for the FY23 Annual Action Plan is occurring from June 16- July 16, 2023. The final Public Hearing will be held on Thursday, July 13th at 6:00 PM in the Council Chambers. All public comments and testimony received orally or in writing will be incorporated into the Annual Action Plan prior to Council approval on July 18th.

**ATTACHMENTS:**

1. FY 2023 Annual Action Plan
2. FY23 Proposed Budget Breakdown for CDBG, HOME, and ESG Funds
3. 2022-2023 Five Year Consolidated Plan Substantial Amendment



# RICHLAND COUNTY, SOUTH CAROLINA

2020 Hampton Street  
Columbia, SC 29201

## FY 2023 Annual Action Plan

*For Submission to HUD for the  
Community Development Block Grant Program And  
HOME Investment Partnership Program*

August 2023

Honorable Overture Walker  
Chair, County of Richland Council



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**EXHIBITS**

- Citizen Participation
  - Citizen Participation Plan
  - First Public Hearing
  - Second Public Hearing





## Executive Summary

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

Established in 1785, Richland County is the county seat of Richland County, South Carolina and is home to over 400,000 residents. Originally centered around agriculture (Richland County is named after the rich farming land used to support large indigo and cotton crops), Richland County is now the second-most populous county in South Carolina and is home to the military community at Fort Jackson, well-regarded educational institutions, and state-of-the-art hospital systems.

Richland County is a vibrant community with great amounts of racial, economic, and cultural diversity. According to the 2017-2021 American Community Survey, 40.8% of the County population is White and 47.3% of the population is Black or African American. The County also has a notable and growing Hispanic or Latino community which makes up 5.4% of the population. 16.8% of the County population is in poverty while the median income of \$56,137 is similar to the Statewide median income of \$58,234. Over half of all County residents live in unincorporated areas.

Richland County, South Carolina is an entitlement community under the U.S. Department of Housing & Urban Development's (HUD) for the following Federal Programs:

- Community Development Block Grant (CDBG);
- HOME Investment Partnership (HOME); and
- Emergency Solutions Grant (ESG)

The Annual Action Plan is a guide to how the County will allocate its resources for specific activities that support Richland County's Five-Year Consolidated Goals and Strategies. This is the second (2<sup>nd</sup>) Annual Action Plan of the FY 2022-2026 Five Year Consolidated Plan. In compliance with HUD regulations, the FY 2023 Annual Action Plan for the period of October 1, 2023 through September 30, 2024. This Annual Action Plan is a strategic plan for the implementation of the County's Federal Programs for housing, community, and economic development.

The FY 2023 Annual Action Plan outlines the actions to be undertaken in Fiscal Year 2023 with the Federal resources received by Richland County. The CDBG Program and activities outlined in this FY 2023 Annual Action Plan will principally benefit low- and moderate-income persons and funding has been targeted to neighborhoods home to the highest percentage of low- and moderate-income residents. The County's previous performance under the CDBG Program was discussed at the First Public Hearings. The Annual Action Plan does not incorporate the Public Housing Comprehensive Grant (Comp Grant) process into the consolidated planning and application process but does require the participation of the public housing authority in the development of the plan.

The FY 2022-2026 Five-Year Consolidated Plan established the County's goals for the next five (5) year period and outlines the specific initiatives the County will undertake to address its needs and objectives by promoting the rehabilitation and construction of decent, safe and sanitary housing, creating a suitable living environment, removing slums and blighting conditions, promoting fair housing, improving public services, expanding economic opportunities, and principally benefitting low- and moderate-income persons.

The Columbia Housing Authority is the designated Housing Authority for Richland County.

**Available Funds:**

During the FY 2023 Program Year, Richland County, SC will receive the following Federal funds:

- CDBG: \$1,723,394.00
- HOME: \$941,966.00
- ESG: \$148,882.00
- **Total: \$2,814,242.00**

**FY 2023 CDBG, HOME, and ESG Budget:**

Richland County proposes to undertake the following activities with the FY 2023 CDBG Grant, CDBG Program Income, HOME Grant, HOME Program Income, and ESG Program:

**FY 2023 CDBG Budget:**

• <b>CDBG General Administration</b>	\$ 344,678.00
• <b>Public Service Activities</b>	258,509.00
• <b>Infrastructure Projects</b>	801,079.00
• <b>Economic Development</b>	100,000.00
• <b><u>Housing Rehabilitation</u></b>	<u>219,128.00</u>
• <b>Total CDBG</b>	<b>\$1,723,394.00</b>

**FY 2023 HOME Budget:**

• <b>HOME General Administration</b>	\$ 94,196.00
• <b>CHDO Set-Aside</b>	141,295.00
• <b>Development of Affordable Housing</b>	556,475.00
• <b><u>Down Payment Assistance</u></b>	<u>150,000.00</u>
• <b>Total HOME</b>	<b>\$ 941,966.00</b>

**FY 2023 ESG Budget:**

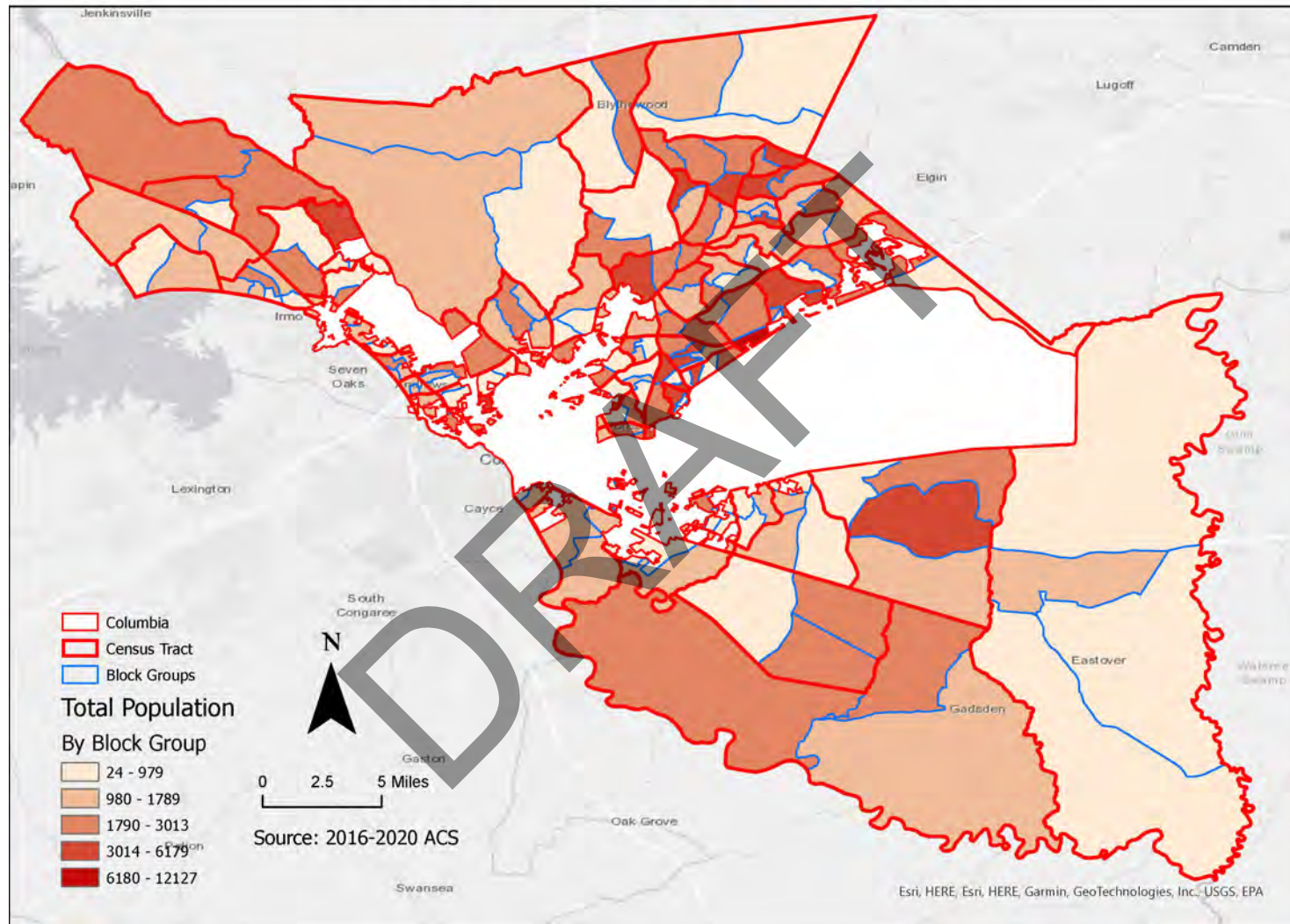
• <b>ESG General Administration</b>	\$ 11,166.00
• <b>Rapid Re-Housing/Homeless Prevention/HMIS</b>	48,387.00
• <b><u>Street Outreach/Emergency Shelter</u></b>	<u>89,329.00</u>
• <b>Total ESG</b>	<b>\$ 148,882.00</b>

**Maps:**

The following maps illustrate the demographic characteristics of Richland County:

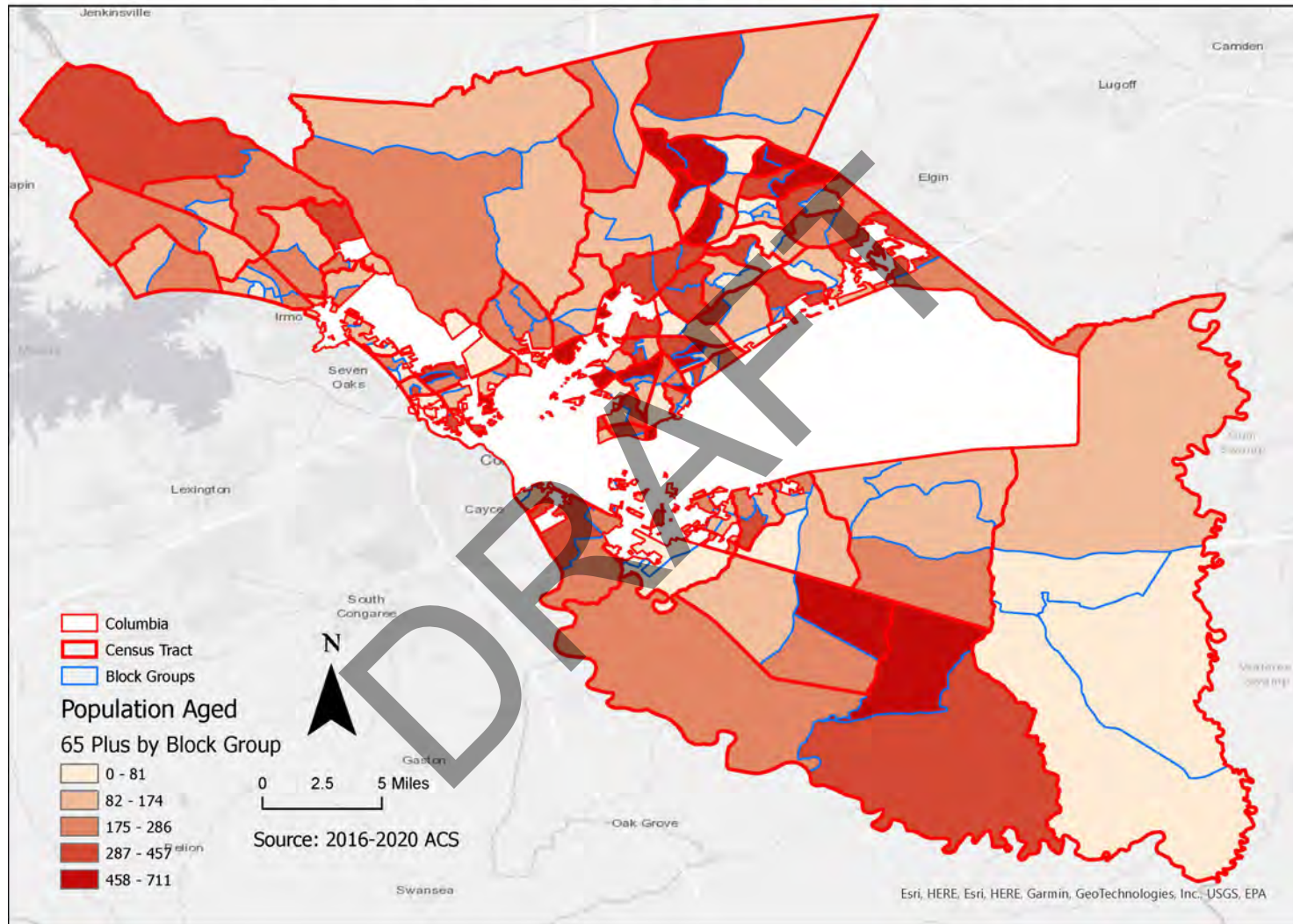
- Total Population by Block Group
- Total Population Age 65+ by Block Group
- Percent Population Age 65+ by Block Group
- Percent White Population by Block Group
- Percent Minority Population by Block Group
- Number of Housing Units by Block Group
- Percent Owner-Occupied Housing Units by Block Group
- Percent Renter-Occupied Housing Units by Block Group
- Percent Vacant Housing Units by Block Group
- Low/Moderate Income Percentage by Block Group

### Population By Block Group, Richland County, SC



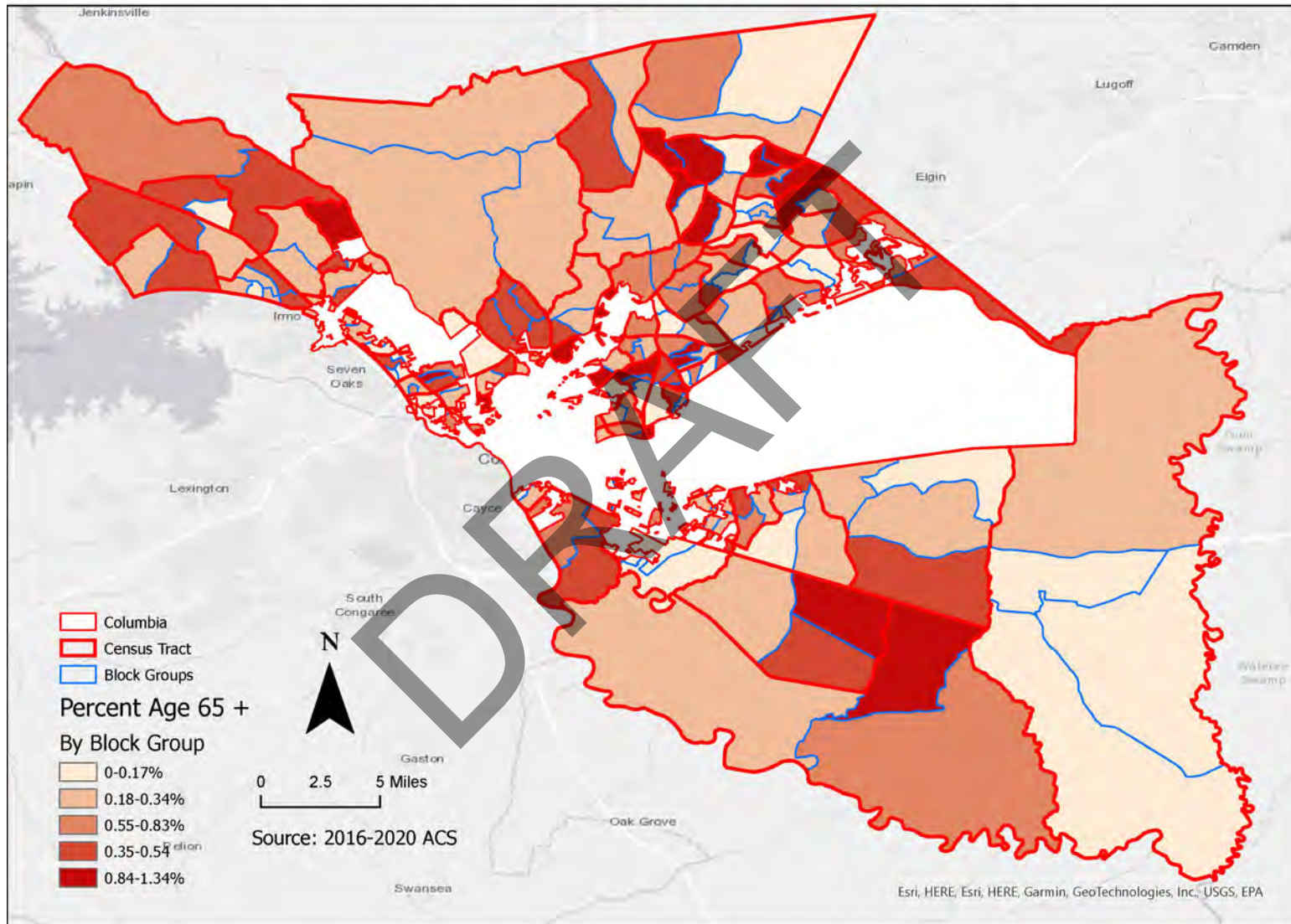
**Total Population by Block Group (Source: 2016-2020 American Community Survey)**

### Population Aged 65 + By Block Group, Richland County, SC



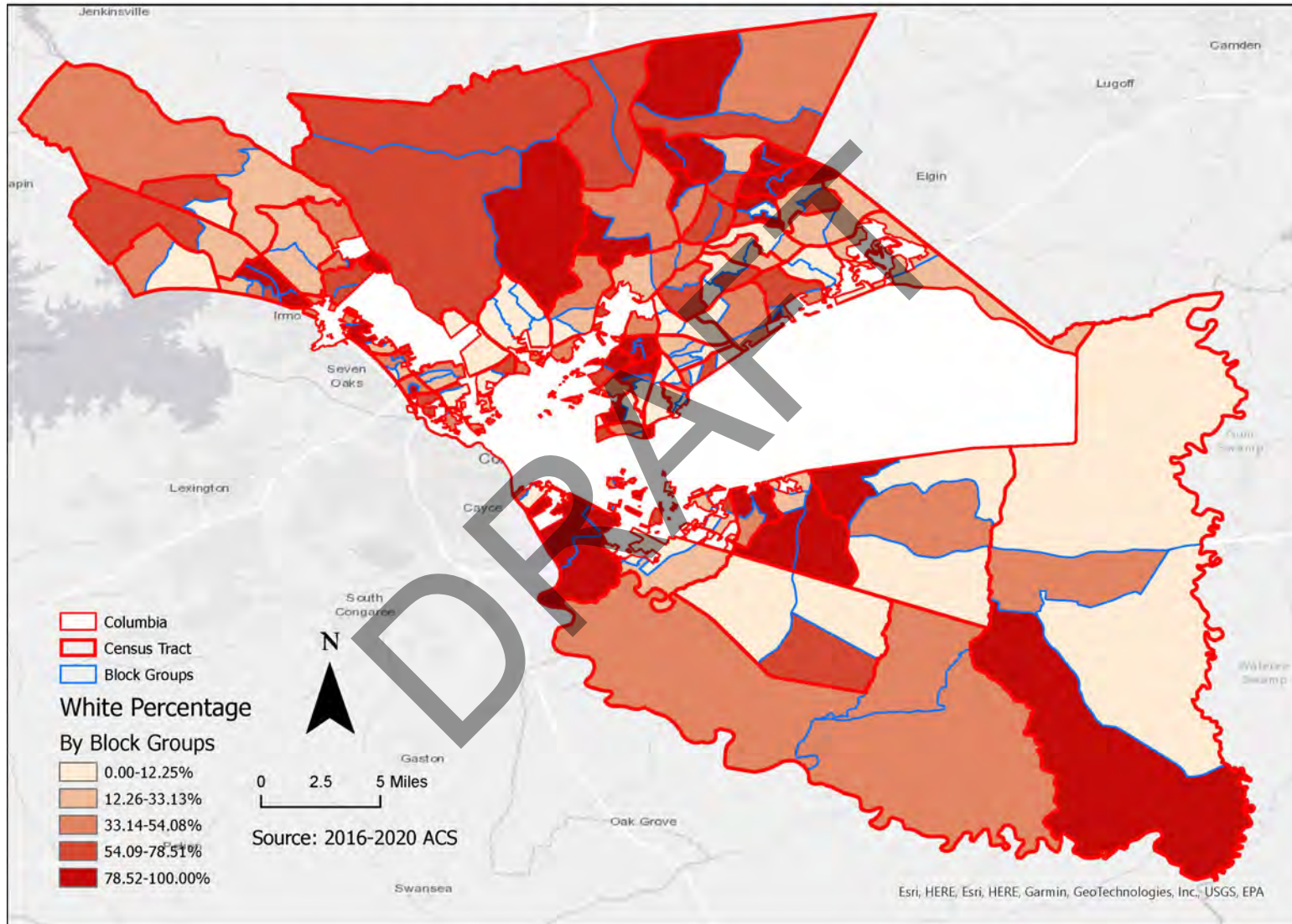
**Total Population Age 65+ by Block Group (Source: 2016-2020 American Community Survey)**

### Percent Aged 65 + By Block Group, Richland County, SC



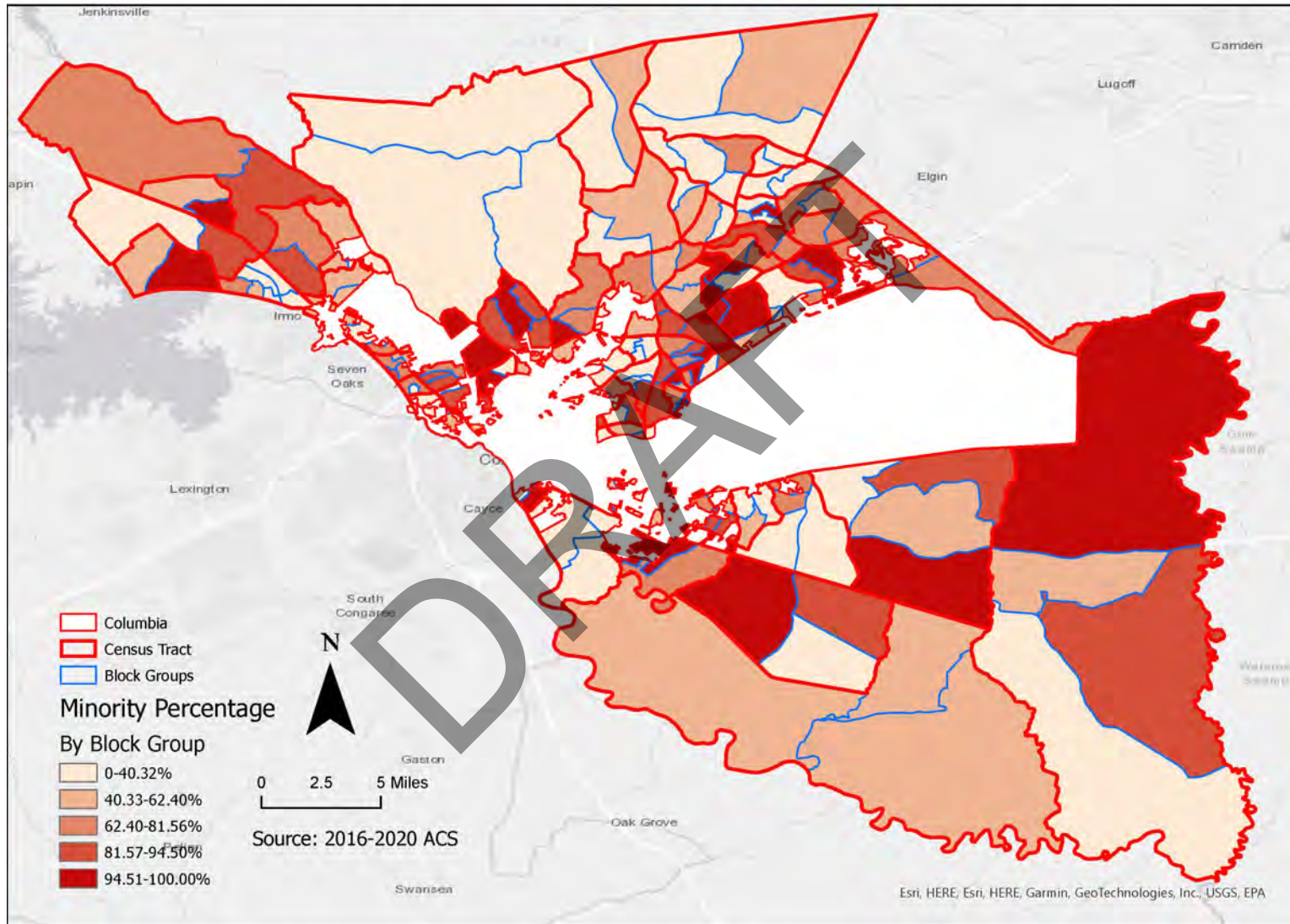
**Percent Population Age 65+ by Block Group (Source: 2016-2020 American Community Survey)**

### White Population By Block Group, Richland County, SC



**Percent White Population by Block Group (Source: 2016-2020 American Community Survey)**

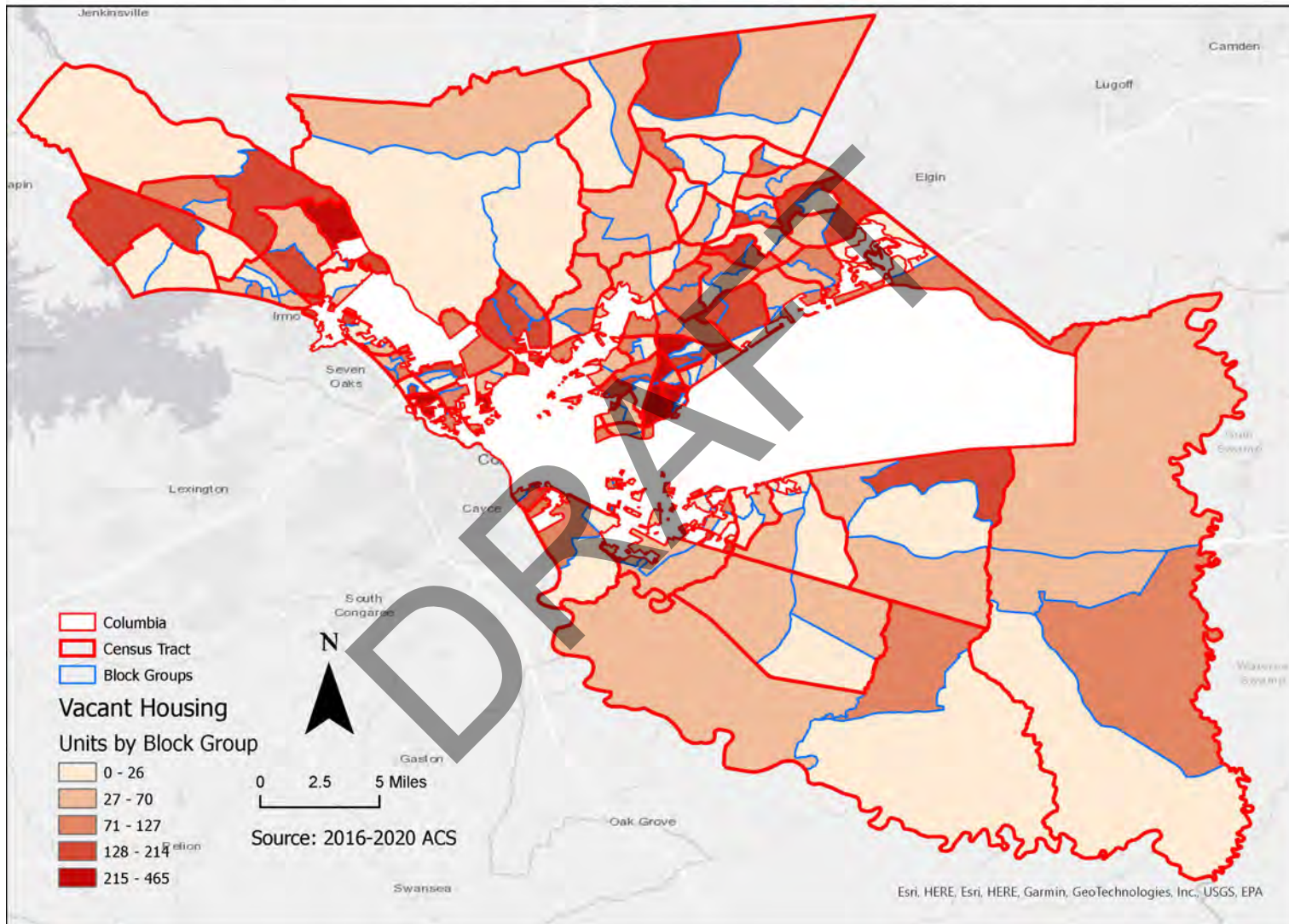
### Minority Population By Block Group, Richland County, SC



**Percent Minority Population by Block Group (Source: 2016-2020 American Community Survey)**

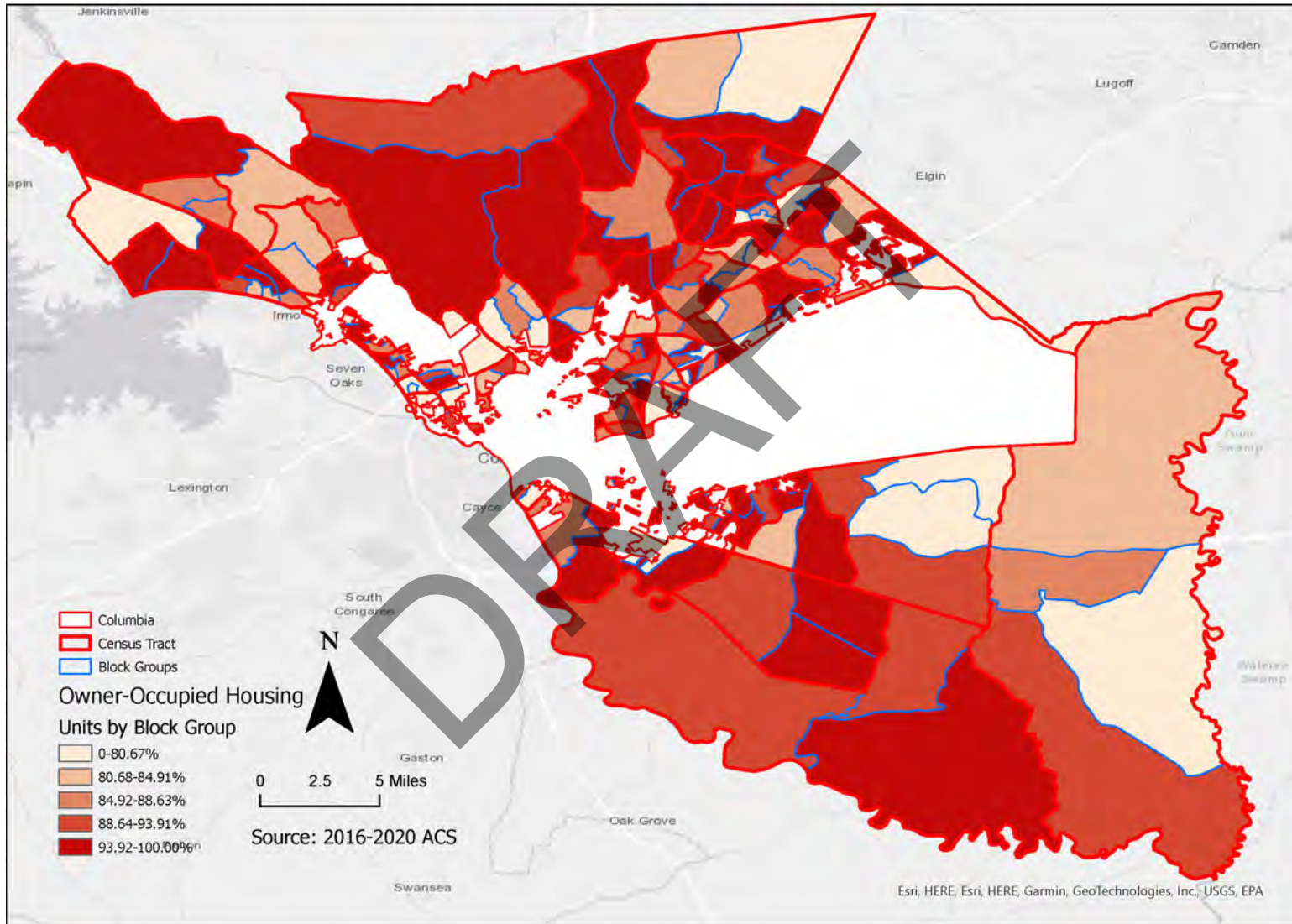


### Number of Housing Units By Block Group, Richland County, SC



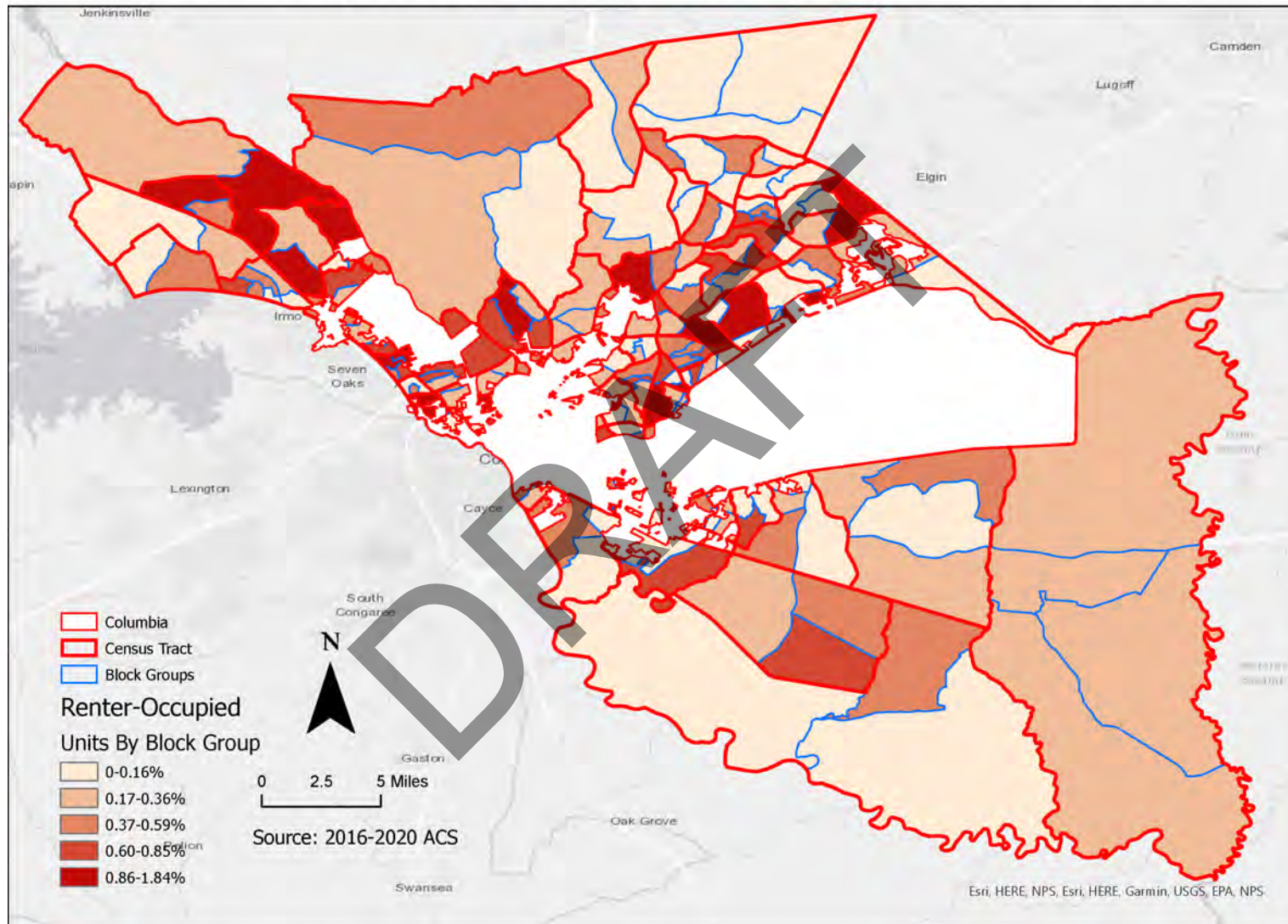
Number of Housing Units by Block Group (Source: 2016-2020 American Community Survey)

### Percent Owner-Occupied By Block Group, Richland County, SC



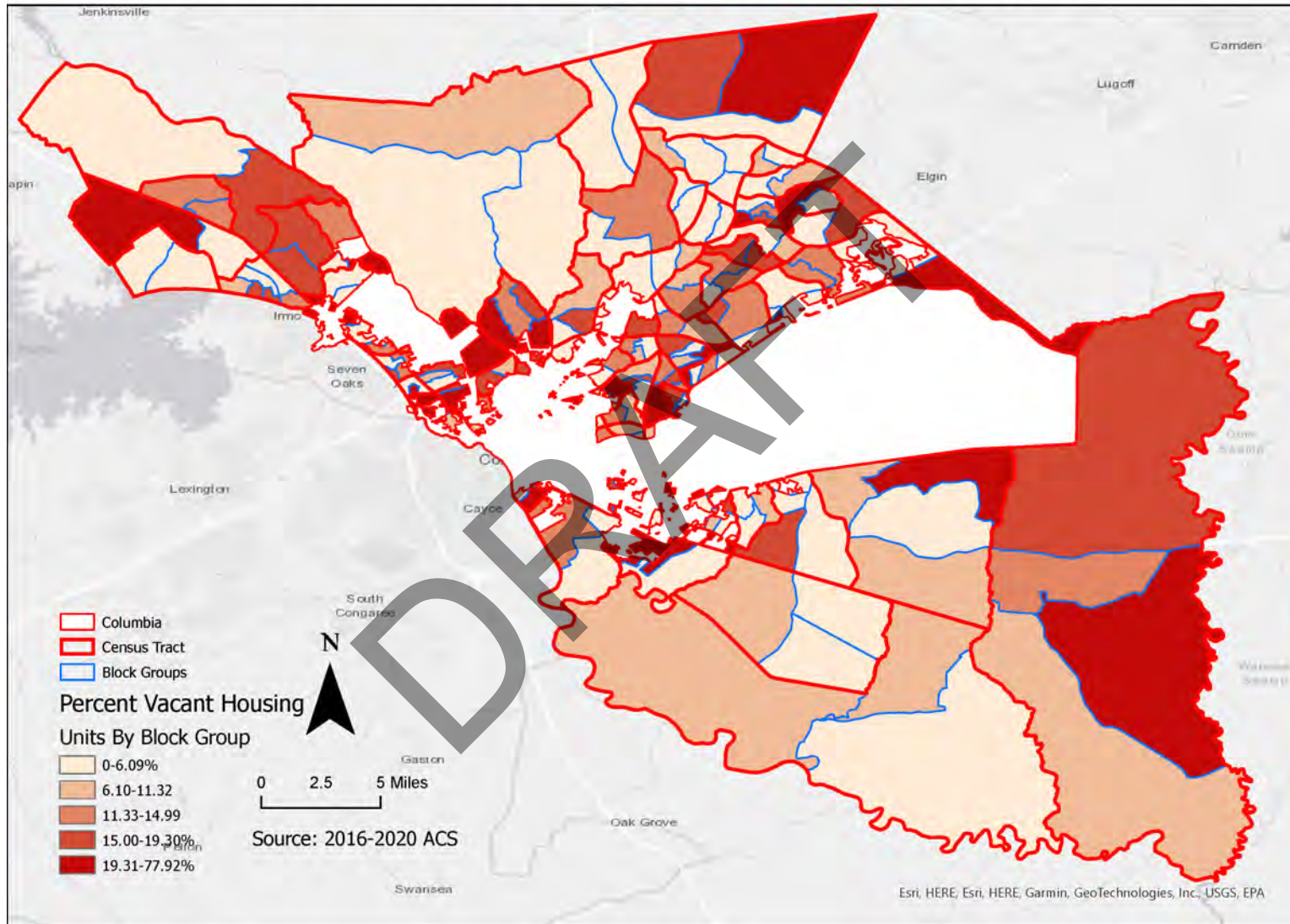
**Percent Owner-Occupied Housing Units by Block Group (Source: 2016-2020 American Community Survey)**

### Renter-Occupied Housing Units By Block Group, Richland County, SC



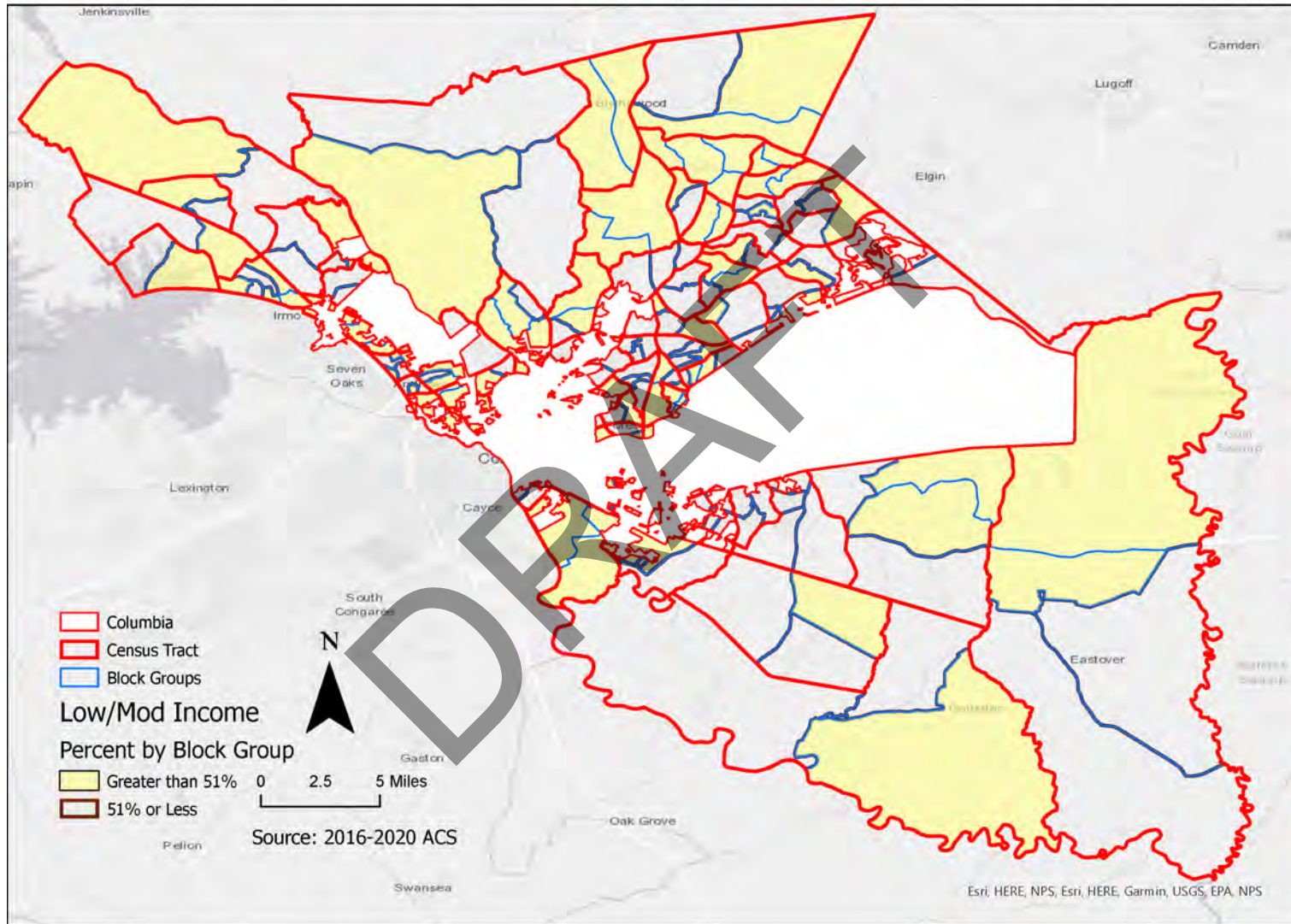
**Percent Renter-Occupied Housing Units by Block Group (Source: 2016-2020 American Community Survey)**

### Percent Vacant Housing Units By Block Group, Richland County, SC



Percent Vacant Housing Units by Block Group (Source: 2016-2020 American Community Survey)

### Low/Moderate Income By Block Group, Richland County, SC



**Low/Moderate Income Percentage by Block Group (Source: 2016-2020 American Community Survey)**

## 2. Summary of the objectives and outcomes identified in the Plan Needs Assessment

### Overview

During the FY 2023 Program Year, Richland County proposed to address the following strategies, priority needs, objectives, and goals that have been identified in its FY 2022-2026 Five Year Consolidated Plan:

#### Housing Strategy - (High Priority)

**Priority Need:** There is a need to increase the supply of affordable housing for homeowners and renters, that is decent, safe and sanitary.

**Objective:** Improve, preserve, and expand the supply of affordable housing for low- and moderate-income persons and families.

#### Goals:

- **HSG-1 Homeownership** - Continue to assist low- and moderate-income potential homebuyers to purchase homes through down payment assistance, closing cost assistance, housing rehabilitation assistance and required housing counseling training.
- **HSG-2 Owner-occupied Housing Rehabilitation** - Conserve and rehabilitate existing affordable housing units occupied by low- and moderate-income homeowners in the community by providing financial assistance to addressing code violations, emergency repairs, energy efficiency improvements, and accessibility for persons with disabilities.
- **HSG-3 Housing Construction/Rehabilitation** - Increase the supply of decent, safe and sanitary, and accessible housing that is affordable to both owners and renters in the County by assisting with acquisition, site improvements, development fees, new construction and rehabilitation of vacant buildings.
- **HSG-4 Renter-occupied Rehabilitation** - Provide financial assistance to landlords to rehabilitate affordable housing units for that are rented to low- and moderate-income tenants.
- **HSG-5 Fair Housing** - Promote fair housing choice through education, training and outreach to affirmatively furthering fair housing throughout the County.

#### Homeless Strategy - (High Priority)

**Priority Need:** There is a continuing need for services and housing opportunities for homeless persons and persons/families at-risk of becoming homeless.

**Objective:** Work with community partners to improve the living conditions and support services available for homeless persons, families, and those who are at risk of becoming homeless.

#### Goals:

- **HMS-1 Operation/Support** – Financially assist providers to operate housing and support services for the homeless and persons at-risk of becoming homeless.
- **HMS-2 Prevention and Housing** - Continue to support the prevention of homelessness through anti-eviction activities and programs for rapid re-housing.
- **HMS-3 Housing** - Support the rehabilitation of, including accessibility improvements, for emergency shelters, transitional housing, and permanent housing for the homeless.
- **HMS-4 Continuum of Care** - Support the local Continuum of Care's (CoC) efforts to provide emergency shelter and permanent supportive housing to persons and families who are homeless or who are at risk of becoming homeless.
- **HMS-5 Permanent Housing** - Promote the development of permanent supportive housing for homeless individuals and families.

#### **Other Special Needs Strategy - (High Priority)**

**Priority Need:** There is a need to increase housing opportunities, services, and facilities for persons with special needs.

**Objective:** Improve the living conditions and services for those residents with special needs, including the disabled population.

**Goals:**

- **SNS-1 Housing** - Increase the supply of affordable housing that is accessible, decent, safe, and sanitary for the elderly, persons with disabilities, persons with developmental disabilities, persons with HIV/AIDS, victims of domestic violence, persons recovering from alcohol/drug dependency, and persons with other special needs, through rehabilitation of existing buildings and new construction of housing.
- **SNS-2 Social Services** - Support social service programs and facilities for the elderly, persons with disabilities, persons with developmental disabilities, persons with HIV/AIDS, victims of domestic violence, victims of sexual assault, victims of human trafficking, persons recovering from alcohol/drug dependency, persons recently leaving incarceration, and persons with other special needs.
- **SNS-3 Accessibility** - Improve the accessibility of owner-occupied housing through rehabilitation and support/improve renter occupied housing by making reasonable accommodations for the physically disabled by removing architectural barriers.

#### **Community Development Strategy - (High Priority)**

**Priority Need:** There is a continuing need to upgrade and improve community facilities, infrastructure, public services and revitalize socially and economically distressed neighborhoods in the County.

**Objective:** Improve the community facilities, infrastructure, public services, public safety, and transportation, along with the elimination of blighting influences in the County.

**Goals:**

- **CDS-1 Community Facilities** - Improve parks, recreational facilities, neighborhood facilities, trails and libraries including accessibility improvements to public buildings and all community facilities in the County.
- **CDS-2 Infrastructure** - Improve the public infrastructure through rehabilitation, reconstruction, and new construction of streets; sidewalks; bridges; curbs; share the road and segmented multiuse pathways; storm water management; water system improvements; sanitary sewer system; lighting enhancements; broadband infrastructure; handicap accessibility improvements and removal of architectural barriers.
- **CDS-3 Accessibility Improvements** - Improve the physical and visual accessibility of community facilities, infrastructure, and public buildings.
- **CDS-4 Food Programs** - Provide assistance for food and nutritional programs to address the needs of unemployed, underemployed, and homeless.
- **CDS-5 Public Services** - Improve and enhance public services, programs for youth, the elderly, and persons with disabilities, along with general social/welfare public service programs for low- and moderate-income persons and households.
- **CDS-6 Public Safety** - Improve public safety facilities for fire protection, purchase of new fire equipment, crime prevention, and ability to respond to emergency health and safety situations.
- **CDS-7 Clearance/Demolition** – Remove and eliminate slum and blighting conditions through the demolition of vacant, abandoned and dilapidated structures on a spot basis and/or area-wide basis.
- **CDS-8 Revitalization** - Promote neighborhood revitalization in strategic areas of the County through acquisition, demolition, rehabilitation, code enforcement, infrastructure improvements, new housing construction, public and community facilities improvements, etc.

**Economic Development Strategy - (High Priority)**

**Priority Need:** There is a need to increase opportunities for economic advancement and self-sufficiency, as well as educational (social/life skills) training and empowerment for all residents of the County.

**Objective:** Improve and expand employment opportunities in the County for low- and moderate-income persons and families.

**Goals:**

- **EDS-1 Employment** - Support and encourage new job creation, job retention, workforce development, employment, and job training services for the unemployed and underemployed persons, as well as entrepreneurship and small business development.



- **EDS-2 Financial Incentives/Assistance** - Support and encourage new economic development through local, state, and Federal tax incentives and programs such as Tax Incremental Financing (TIF), real property tax rebate program, Community Development Block Grant and HOME Partnership Program Funds, Section 108 Loan Guarantees, Economic Development Initiative (EDI) funds, Opportunity Zones, New Market Tax Credits, including technical assistance programs and low interest loans, etc.
- **EDS-3 Redevelopment Programs** - Plan and promote the development, redevelopment, and revitalization of economically distressed areas of the County, including vacant and underutilized commercial and industrial sites including underutilized brownfield sites.

#### **Administration, Planning, and Management Strategy - (High Priority)**

**Priority Need:** There is a need for planning, administration, management, and oversight of Federal, State, and local funded programs to address the housing and community and economic development needs.

**Objective:** Provide sound and professional planning, administration, oversight and management of Federal, State, and local funded programs and activities.

**Goals:**

- **AMS-1 Overall Coordination** - Provide program management and oversight for the successful administration of Federal, State, and locally funded programs, including planning services for special studies, annual action plans, five-year consolidated plans, substantial amendments, consolidated annual performance and evaluation reports (CAPER), environmental reviews (ERR) and Section 106 clearances (SHPO), fair housing, and compliance with all Federal, State, and local laws and regulations.
- **AMS-2 Special Studies/Management** - Promote new development by providing funds to assist with the preparation of special studies, plans, and management activities related to these activities.
- **AMS-3 Fair Housing** - Provide funds for training, education, outreach, and monitoring to affirmatively further fair housing in the County.

### **3. Evaluation of past performance**

Each year the County prepares its Consolidated Annual Performance Evaluation Report (CAPER). This report is submitted within ninety (90) days after the start of the new program year. Copies of the CAPER are available for review at the Richland County Office of Community Development website:

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

The FY 2021 CAPER, which was the fifth CAPER for the FY 2017-2021 Five-Year Consolidated Plan, was submitted in IDIS and approved by HUD. In the FY 2021 CAPER, Richland County expended 85.29% of its CDBG funds to benefit low- and moderate-income persons. The County expended 15% of its funds during the FY 2020 CAPER period on public service, which is at the statutory maximum of 15%. The County expended 20% of its funds during this CAPER period on Planning and Administration, which is at the statutory maximum of 20%. The County has met the required 1.5 maximum drawdown ratio with a drawdown ratio of 1.48.

Richland County met its HOME Match requirements for the FY 2021 Program. Richland County has an excess of matching funds in the amount of \$114,785.80 for the HOME Program.

#### **4. Summary of citizen participation process and consultation process**

Richland County has followed its Citizen Participation Plan in the planning and preparation of the FY 2023 Annual Action Plan. The County held one (1) Needs Public Hearing on:

- **Wednesday, June 15, 2023 at 6:00 PM** – Council Chambers, 2020 Hampton Street, Columbia South Carolina, 29201

The Needs Public Hearing provided the residents, agencies, and organizations with the opportunity to discuss the County's CDBG, HOME, and ESG Programs and to provide suggestions for future CDBG, HOME, ESG Programs priorities and activities. Richland County advertised in one (1) local newspaper, flyers, and on social media. The ad appeared in "The State" on Monday, June 5, 2023.

The "Draft" Plan was on display for a 30-day period beginning Friday, June 16, 2023. The availability for review of the "draft plan" was advertised in the local newspaper and on social media and the plan was placed on display at Richland County's website: <https://www.richlandcountysc.gov> and hard copies of the plan were available for review at 2020 Hampton Street, Suite 3058, Columbia, South Carolina.

#### **5. Summary of public comments**

The County held the Needs Public Hearing in the Council Chambers on June 15, 2023 at 6:00 PM.

The FY 2023 Annual Action Plan was placed on public display and a Public Hearing was held on Thursday, July 13, 2023. Comments that were received at the Public Hearings are included in the attachment section.

## 6. Summary of comments or views not accepted and the reasons for not accepting them

All comments and suggestions received to date, have been accepted and incorporated into the planning documents.

## 7. Summary

During the FY 2023 Program Year, Richland County, South Carolina anticipates the following Federal Financial resources:

- **FY 2023 CDBG Allocation:** \$ 1,723,394.00
- **FY 2023 HOME Allocation:** \$ 941,966.00
- **FY 2023 ESG Allocation:** \$ 148,882.00
- **Total Funds:** **\$ 2,814,242.00**

The main goals of the Five-Year Consolidated Plan are to improve the living conditions of all residents in Richland County, create a suitable and sustainable living environment, and to address the housing and community development needs of the residents.

During the FY 2023 CDBG, HOME, and ESG Program Year, the County propose to address the following strategies from its Five-Year Consolidated Plan:

- Housing
- Homelessness
- Other Special Needs
- Community Development
- Economic Development
- Administration, Planning, and Management

The “draft” FY 2023 Annual Action Plan was on public display beginning Friday, June 16, 2023 through Monday, July 17, 2023, at the Richland County website at: <https://www.richlandcountysc.gov> and hard copies of the plan were available for review at 2020 Hampton Street, Suite 3058, Columbia, South Carolina.

The display period started on Friday, June 16, 2023, and ended on Monday, July 17, 2023, for a 30-day display period. A second public hearing was held on Tuesday, July 18, 2023, to discuss the proposed activities and solicit citizen comments on the Plan. Upon completion of the comment period, Richland County submitted the FY 2023 Annual Action Plan to the U.S. Department of Housing and Urban Development through IDIS on or before Tuesday, August 15, 2023.

## The Process

### PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

*The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.*

Agency Role	Name	Department/Agency
CDBG Administrator	Richland County	Grants & Community Outreach
HOME Administrator	Richland County	Grants & Community Outreach
ESG Administrator	Richland County	Grants & Community Outreach

**Table 1 – Responsible Agencies**

#### Narrative

The administering lead agency and administrator is the County’s Department of Grants & Community Outreach for the CDBG, HOME, and ESG programs. The Department is responsible for preparing the Five-Year Consolidated Plan, Annual Action Plans, Environmental Review Records (ERR’s), the Consolidated Annual Performance Evaluation Reports (CAPER), project monitoring, pay requests, contracting, and oversight of the programs on a day-to-day basis. In addition, Richland County has a private planning consulting firm available to assist the County when needed.

#### Consolidated Plan Public Contact Information

Ms. Sarah Harris, MOL  
 Director, Grants & Community Outreach  
 Grants Department  
 Richland County Government  
 2020 Hampton St.  
 Columbia, SC 29204  
[harris.sarah@richlandcountysc.gov](mailto:harris.sarah@richlandcountysc.gov)

## **AP-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)**

### **1. Introduction**

While preparing the FY 2023 Annual Action plan, Richland County consultation with the Columbia Housing Authority, local housing providers, social service agencies, community and economic development organizations, the local Continuum of Care members, local leaders of faith-based organizations, local business representatives, and County department representatives. Input from the meetings and public hearings were used to develop the FY 2023 Annual Action Plan.

**Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).**

Richland County works with the following agencies to enhance coordination:

- **Columbia Housing Authority** - Section 8 Housing Choice Vouchers and improvements to public housing communities
- **Midlands Area Consortium for the Homeless (MACH)** - Continuum of Care to coordinate services for the homeless
- **Social Services Agencies** - funds to improve services to low- and moderate-income persons.
- **Housing Providers** - funds to rehabilitate and develop affordable housing and provide housing options for low- and moderate-income households.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness**

The Midlands Area Consortium for the Homeless (MACH) was awarded \$4,169,273 for its Tier 1 FY 2022 Continuum of Care Application.

Richland County is a partner in the Midlands Area Consortium for the Homeless and provides a number of programs and services meant to serve and house the homeless and at-risk population in the County using CDBG, HOME, and ESG funding.

Through MACH, Richland County coordinates with over fifty local public, private, non-profit and faith-based partner organizations to address the varied needs of the County's homeless and at-risk population, including youth, families, veterans, and those with mental health issues.

- 2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities**

DRAFT

**Table 2 – Agencies, groups, organizations who participated**

1.	Agency/Group/Organization	Midlands Area Consortium for the Homeless (MACH)
	Agency/Group/Organization Type	Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children Anti-poverty Strategy Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Was consulted for their input on the needs and goals for Richland County.
2.	Agency/Group/Organization	Richland County Council
	Agency/Group/Organization Type	Civic Leaders Other Government- County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Non-housing Community Development Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	One member of the County Council was consulted for their input on the needs and goals for Richland County.
3.	Agency/Group/Organization	Columbia Housing Authority
	Agency/Group/Organization Type	Public Housing Agency (PHA) Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Non-housing Community Development Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Was consulted for their input on the needs and goals for Richland County.
4.	Agency/Group/Organization	CASA
	Agency/Group/Organization Type	Services - Children

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis Anti-poverty Strategy Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Was consulted for their input on the needs and goals for the Richland County.
5.	Agency/Group/Organization	<b>Richland County Emergency Services Department</b>
	Agency/Group/Organization Type	Other Government- County Agency- Emergency Management
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis Anti-poverty Strategy Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Was consulted for their input on the needs and goals for Richland County.
6.	Agency/Group/Organization	<b>Richland County Utilities Department</b>
	Agency/Group/Organization Type	Other Government- County Agency - Management of Public Land or Water Resources
	What section of the Plan was addressed by Consultation?	Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Was consulted for their input on the needs and goals for Richland County.
7.	Agency/Group/Organization	<b>Mirci</b>
	Agency/Group/Organization Type	Services - Housing Services - Children Services-Persons with Disabilities Services-homeless



	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Homelessness Needs- Unaccompanied Youth Non-Homeless Special Needs Market Analysis Anti-poverty Strategy Community Development Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
<b>8.</b>	<b>Agency/Group/Organization</b>	<b>Catholic Charities</b>
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services - Children Services - Elderly Persons Services - Persons with Disabilities Services - Persons with HIV/AIDS Services - Victims of Domestic Violence Services - Homeless Services - Health Services - Employment Services - Victims Regional Organization Planning Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
<b>9.</b>	<b>Agency/Group/Organization</b>	<b>Homeless No More</b>
	<b>Agency/Group/Organization Type</b>	Housing Services- Homeless

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
10.	<b>Agency/Group/Organization</b>	<b>Live Oak Place</b>
	<b>Agency/Group/Organization Type</b>	Housing Services- Homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
11.	<b>Agency/Group/Organization</b>	<b>Family Promise of the Midlands</b>
	<b>Agency/Group/Organization Type</b>	Housing Services- Homeless Services - Children Services- Education
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Was consulted for their input on the needs and goals for Richland County.
12.	Agency/Group/Organization	AT&T
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers
	What section of the Plan was addressed by Consultation?	Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Was consulted for their input on the needs and goals for Richland County.

**Identify any Agency Types not consulted and provide rationale for not consulting**

All agency types were consulted and contacted during the planning process.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Midlands Area Consortium for the Homeless	They are incorporated in the FY 2022-2026 Five Year Consolidated Plan and the Annual Action Plans
Vision 2030	Columbia Housing Authority	They are incorporated in the FY 2022-2026 Five Year Consolidated Plan and the Annual Action Plans
2021 Hazard Mitigation Plan	Central Midlands Council of Governments	They are incorporated in the FY 2022-2026 Five Year Consolidated Plan and the Annual Action Plans

**Table 3 – Other local / regional / federal planning efforts**

**Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))**

The County's Grants & Outreach coordinates with the County Council and other County departments.

**Narrative (optional):**

As the administering agency for the CDBG, HOME, and ESG programs, the County maintains coordination with other County departments to address infrastructure, code enforcement, and public safety needs.

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**AP-12 Participation - 91.401, 91.105, 91.200(c)****1. Summary of citizen participation process/Efforts made to broaden citizen participation**

*Summarize citizen participation process and how it impacted goal-setting*

The FY 2023 Annual Action Plan has components to reach out and encourage citizen participation. These components are the following: meetings with various stakeholders; a needs public hearing; and a hearing to gather public comments on the draft plan while it was on display was also held. The County posted the plan on its County website. A copy of comments received are included as attachments in the Appendix section of the plan. Through the citizen participation process, the County used input from residents to develop a plan to serve the low- and moderate-income population of Richland County.

The County has followed its approved Citizens Participation Plan to develop its FY 2023 Annual Action Plan.

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**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1.	<b>Newspaper Ad</b>	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies and Organizations	Not Applicable.	Not Applicable.	Not Applicable.	Not Applicable.

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<p>2.</p>	<p><b>Public Meeting</b></p>	<p>Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies and Organizations</p>	<p>June 14, 2023, Richland County held a Public Hearing in the County concerning the development of the FY 2023 Annual Action Plan.</p>	<p>Comments from participants are in the attachments section of the FY 2023 Annual Action Plan</p>	<p>None.</p>	<p>Not Applicable.</p>
<p>3.</p>	<p><b>Internet Outreach</b></p>	<p>Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies and Organizations</p>	<p>None.</p>	<p>None.</p>	<p>None.</p>	<p><a href="https://www.richlandcountysc.gov">https://www.richlandcountysc.gov</a></p>

4.	<b>Newspaper Ad</b>	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies and Organizations	None.	None.	Not Applicable.	Not Applicable.
5.	<b>Public Hearing</b>	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies and Organizations	The County held its second public hearing on July 13, 2023, to discuss the draft FY 2023 Annual Action Plan.	See Second Public Hearing comments in the Appendix section of the FY 2023 Annual Action Plan.	Not Applicable.	Not Applicable.

Table 4 – Citizen Participation Outreach



## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

Richland County is receiving \$1,723,394 from its CDBG allocation, \$941,966 from its HOME allocation, and \$148,882 from its ESG Allocation for the FY 2023 program year. The program year goes from October 1, 2023 through September 30, 2024. These funds will be used to address the following strategies:

- Housing Strategy (HSG);
- Homeless Strategy (HMS);
- Other Special Needs Strategy (SNS);
- Community Development Strategy (CDS);
- Economic Development Strategy (EDS); and
- Administration, Planning, and Management Strategy (AMS).

The yearly accomplishments of these projects/activities are reported in the FY 2023 Consolidated Annual Performance and Evaluation Report (CAPER).

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
<b>CDBG</b>	public federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,723,394	0	0	1,723,394	5,052,470	5 projects/activities were funded based on FY 2023 CDBG allocations.
<b>HOME</b>	Public federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	941,966	0	0	941,966	2,530,154	4 projects/activities were funded based on FY 2023 HOME allocations.
<b>ESG</b>	Public federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	148,882	0	0	148,882	446,646	3 projects/activities were funded based on FY 2023 ESG allocations.

**Table 5 - Expected Resources – Priority Table**

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Not applicable, The County does not intend to use, acquire or improve any publicly owned land or property using CDBG funds to address the needs identified in the County’s Consolidated Plan unless required to improve existing public infrastructure and facilities.

**Discussion**

Not Applicable.

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## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1.	HSG-1 Homeownership	2022	2026	Affordable Housing	Low/Mod Area Countywide	Housing Strategy	CDBG: \$0 HOME: \$150,000	Direct Financial Assistance to Homebuyers: 10 Households Assisted
2.	HSG-2 Owner-occupied Housing Rehabilitation	2022	2026	Affordable Housing	Low/Mod Area Countywide	Housing Strategy	CDBG: \$219,128 HOME: \$0	Homeowner Housing Rehabilitated: 22 Household Housing Unit
3.	HSG-3 Housing Construction/Rehabilitation	2022	2026	Affordable Housing	Low/Mod Area Countywide	Housing Strategy	HOME: \$697,770	Housing units constructed: 5 Household Housing Unit
4.	HSG-5 Fair Housing	2022	2026	Affordable Housing	Low/Mod Area Countywide	Housing Strategy	CDBG: \$0 HOME: \$0	Other: 1 Other
5.	HMS-1 Operation/Support	2022	2026	Homeless	Low/Mod Area Countywide	Homeless Strategy	CDBG: \$0 HOME: \$0 ESG: \$89,329	Other: 1 Other
6.	HMS-2 Prevention and Housing	2022	2026	Homeless	Low/Mod Area Countywide	Homeless Strategy	CDBG: \$0 ESG: \$48,387	Other: 4 Others

7.	CDS-2 Infrastructure	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$801,079 HOME: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1,000 Persons Assisted  Other: 2 Others
8.	CDS-5 Public Services	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$258,509 HOME: \$0	Other: 100 Individuals
9.	EDS-1 Employment	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Economic Development Strategy	CDBG: \$100,000 HOME: \$0	Jobs created/retained: 3 Jobs
10.	EDS-2 Financial Incentives/Assistance	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Economic Development Strategy	CDBG: \$0 HOME: \$0	Jobs created/retained: 0 Jobs  Businesses assisted: 0 Businesses Assisted
11.	EDS-3 Redevelopment Programs	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Economic Development Strategy	CDBG: \$0 HOME: \$0	Jobs created/retained: 0 Jobs  Businesses assisted: 0 Businesses Assisted  Other: 0 Other
12.	AMS-1 Overall Coordination	2022	2026	Administration, Planning, and Management	Low/Mod Area Countywide	Administration, Planning, and Management Strategy	CDBG: \$344,678 HOME: \$94,196 ESG: \$11,166	Other: 3 Others

13.	AMS-3 Fair Housing	2022	2026	Fair Housing	Low/Mod Area Countywide	Administration, Planning, and Management Strategy	CDBG: \$0 HOME: \$0	Other: 0 Other
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Table 6 – Goals Summary

**Goal Descriptions**

1.	Goal Name	HSG-1 Homeownership
	Goal Description	Continue to assist low- and moderate-income potential homebuyers to purchase homes through down payment assistance, closing cost assistance, housing rehabilitation assistance and required housing counseling training.
2.	Goal Name	HSG-2 Owner-occupied Housing Rehabilitation
	Goal Description	Conserve and rehabilitate existing affordable housing units occupied by low- and moderate-income homeowners in the community by providing financial assistance to addressing code violations, emergency repairs, energy efficiency improvements, and accessibility for persons with disabilities.
3.	Goal Name	HSG-3 Housing Construction/Rehabilitation
	Goal Description	Increase the supply of decent, safe and sanitary, and accessible housing that is affordable to both owners and renters in the County by assisting with acquisition, site improvements, development fees, new construction and rehabilitation of vacant buildings.
4.	Goal Name	HSG-5 Fair Housing
	Goal Description	Promote fair housing choice through education, training, and outreach throughout the County.
5.	Goal Name	HMS-1 Operation/Support
	Goal Description	Financially assist providers to operate housing and support services for the homeless and persons at-risk of becoming homeless.

6.	<b>Goal Name</b>	<b>HMS-2 Prevention and Housing</b>
	<b>Goal Description</b>	Continue to support the prevention of homelessness through anti-eviction activities and programs for rapid re-housing.
7.	<b>Goal Name</b>	<b>CDS-2 Infrastructure</b>
	<b>Goal Description</b>	Improve the public infrastructure through rehabilitation, reconstruction, and new construction of streets; sidewalks; bridges; curbs; share the road and segmented multiuse pathways; storm water management; water system improvements; sanitary sewer system; lighting enhancements; broadband infrastructure; handicap accessibility improvements and removal of architectural barriers.
8.	<b>Goal Name</b>	<b>CDS-5 Public Services</b>
	<b>Goal Description</b>	Improve and enhance public services, programs for youth, the elderly, and persons with disabilities, along with general social/welfare public service programs for low- and moderate-income persons and households.
9.	<b>Goal Name</b>	<b>EDS-1 Employment</b>
	<b>Goal Description</b>	Support and encourage new job creation, job retention, workforce development, employment, and job training services for the unemployed and underemployed persons, as well as entrepreneurship and small business development.
10.	<b>Goal Name</b>	<b>EDS-2 Financial Incentives/Assistance</b>
	<b>Goal Description</b>	Support and encourage new economic development through local, state, and Federal tax incentives and programs such as Tax Incremental Financing (TIF), real property tax rebate program, Community Development Block Grant and HOME Partnership Program Funds, Section 108 Loan Guarantees, Economic Development Initiative (EDI) funds, Opportunity Zones, New Market Tax Credits, including technical assistance programs and low interest loans, etc.
11.	<b>Goal Name</b>	<b>EDS-3 Redevelopment Programs</b>
	<b>Goal Description</b>	Plan and promote the development, redevelopment, and revitalization of economically distressed areas of the County, including vacant and underutilized commercial and industrial sites including underutilized brownfield sites.

12.	<b>Goal Name</b>	<b>AMS-1 Overall Coordination</b>
	<b>Goal Description</b>	Provide program management and oversight for the successful administration of Federal, State, and locally funded programs, including planning services for special studies, annual action plans, five-year consolidated plans, substantial amendments, consolidated annual performance and evaluation reports (CAPER), environmental reviews (ERR) and Section 106 clearances (SHPO), fair housing, and compliance with all Federal, State, and local laws and regulations.
13.	<b>Goal Name</b>	<b>AMS-3 Fair Housing Provide funds for training, education</b>
	<b>Goal Description</b>	Provide funds for training, education, outreach, and monitoring to affirmatively further fair housing in the County.

**Table 7 – Goal Descriptions**

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## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

Richland County proposes to undertake the following activities with the FY 2023 CDBG and HOME funds:

#### Projects

#	Project Name
1.	CDBG General Administration
2.	Public Service Activities
3.	Infrastructure Projects
4.	Economic Development
5.	Housing Rehabilitation
6.	HOME General Administration
7.	CHDO Set-Aside
8.	Development of Affordable Housing
9.	Down Payment Assistance
10.	Emergency Solutions Grant Program

**Table 8 – Project Information**

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

CDBG funds are intended to provide low- and moderate-income households with the opportunity to live in viable communities, which includes decent housing, a suitable living environment, and expanded economic opportunities. Eligible activities include community facilities and improvements; infrastructure improvements; housing rehabilitation and preservation; affordable housing development activities; public services; economic development; and planning and administration.

Richland County has allocated its CDBG funds for FY 2023 to principally benefit low- and moderate-income persons.

- Community and Public facilities improvements will either be located in a low- and moderate-income census tract/block group or the County will prepare surveys which show a low- and moderate-income population over 51%.
- The infrastructure improvement activities are either located in a low- and moderate-income census tract/block group or have a low- and moderate-income service area benefit or clientele over 51% low- and moderate-income.
- Funding for public services will be based on the clientele’s income or in certain cases a limited type of clientele with a presumed low- and moderate-income status.
- The homeless projects/activities are for homeless agencies/organization that serve a specific

type of clientele with a presumed low- and moderate-income status.

- The other special needs projects/activities are limited to a clientele with a presumed low- and moderate-income status.
- Demolition of structures will either be located in low- and moderate-income areas or in areas that have been designated as slum and blighted areas.
- The housing activities have income eligibility criteria; therefore, the income requirement directs funds to low- and moderate-income households throughout the County.

The HOME funds will be used for administration and for housing projects. These funds will be targeted to low-income persons and projects designed to provide affordable housing to low-income persons.

The ESG funds will be used for Administration, Rapid Re-housing/Homeless prevention/HMIS, and Emergency Shelter Projects. Those funds will be targeted to low-income persons who are homeless or at-risk of becoming homeless.

The total amount of FY 2023 CDBG funds is \$1,723,394, of which 20% (\$344,678) is for administration and 80% (\$1,378,716) is allocated for projects/activities. Approximately 100% (\$1,378,718) will principally benefit low- and moderate-income persons.

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### AP-38 Project Summary

#### Project Summary Information

1.	<b>Project Name</b>	<b>General Administration</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	AMS-1 Overall Coordination
	<b>Needs Addressed</b>	Administration, Planning, and Management Strategy
	<b>Funding</b>	CDBG: \$344,678.00
	<b>Description</b>	Expenses to administer the Community Development Block Grant. This covers the staff salaries and benefits, office expenses, planning services, and other facets of program management.
	<b>Target Date</b>	9/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1 Organization
	<b>Location Description</b>	Richland County, Community Planning & Development Department, Community Development Division, 2020 Hampton St. Suite 3058, Columbia, SC 29202
	<b>Planned Activities</b>	The project matrix code is 21A, General Program Administration.
2.	<b>Project Name</b>	<b>Housing Rehabilitation</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	HSG-2 Owner-occupied Housing Rehabilitation
	<b>Needs Addressed</b>	Housing Strategy
	<b>Funding</b>	CDBG: \$219,128.00
	<b>Description</b>	The Emergency Housing Rehab program is a 0% interest loan program to income eligible homeowners for installation of roofs, soffit, gutters, electrical upgrades, plumbing, etc.

	<b>Target Date</b>	9/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	22 Housing Units
	<b>Location Description</b>	Countywide
	<b>Planned Activities</b>	The National Objective is Low/Mod Income Housing Benefit (LMH). The HUD Matrix Code is 14A, Rehab; Single-Unit Residential.
<b>3.</b>	<b>Project Name</b>	<b>Infrastructure</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	CDS 2 Infrastructure
	<b>Needs Addressed</b>	Community Development Strategy
	<b>Funding</b>	CDBG: \$801,079
	<b>Description</b>	Expenses to be used to improve the public infrastructure through rehabilitation, reconstruction, and new construction of streets; sidewalks; bridges; curbs; share the road and segmented multiuse pathways; storm water management; water system improvements; sanitary sewer system; lighting enhancements; broadband infrastructure; handicap accessibility improvements or removal of architectural barriers.
	<b>Target Date</b>	9/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1,000 People and 2 public facilities
	<b>Location Description</b>	Richland County, Community Planning & Development Department, Community Development Division, 2020 Hampton St. Suite 3058, Columbia, SC 29202
	<b>Planned Activities</b>	The National Objective is Low/Mod Income Area Benefit (LMA). The project matrix code is to be determined.

4.	<b>Project Name</b>	<b>Public Service</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	CDS-5 Public Services
	<b>Needs Addressed</b>	Community Development Strategy
	<b>Funding</b>	CDBG: \$258,509.00
	<b>Description</b>	Expenses to be used to improve and enhance public services, programs for youth, the elderly, and persons with disabilities, along with general social/welfare public service programs for low- and moderate-income persons and households.
	<b>Target Date</b>	9/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	100 persons
	<b>Location Description</b>	Richland County, Community Planning & Development Department, Community Development Division, 2020 Hampton St. Suite 3058, Columbia, SC 29202
	<b>Planned Activities</b>	The National Objective is Low/Mod Income Area Benefit (LMA). The project matrix code is to be determined.
5.	<b>Project Name</b>	<b>Economic Development</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	EDS-1 Employment
		EDS-2 Financial Incentives/Assistance
		EDS-3 Redevelopment Programs
	<b>Needs Addressed</b>	Economic Development Strategy
<b>Funding</b>	CDBG: \$100,000.00	

	<b>Description</b>	Expenses to be used to improve and expand employment opportunities in the County for low- and moderate-income persons and families.
	<b>Target Date</b>	9/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	3 jobs
	<b>Location Description</b>	Richland County, Community Planning & Development Department, Community Development Division, 2020 Hampton St. Suite 3058, Columbia, SC 29202
	<b>Planned Activities</b>	The National Objective is Low/Mod Income Clientele (LMC). The project matrix code is to be determined.
6.	<b>Project Name</b>	<b>HOME General Administration</b>
	<b>Target Area</b>	County Wide
	<b>Goals Supported</b>	AM-1 Overall Coordination
	<b>Needs Addressed</b>	Administration, Management, and Planning Strategy
	<b>Funding</b>	HOME: \$94,196.00
	<b>Description</b>	Funds for salaries, benefits, office expenses, legal fees, and planning management.
	<b>Target Date</b>	9/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1 Organization
	<b>Location Description</b>	Richland County, Community Planning & Development Department, Community Development Division, 2020 Hampton St. Suite 3058, Columbia, SC 29202
	<b>Planned Activities</b>	The project matrix code is 21A, General Program Administration.
7.	<b>Project Name</b>	<b>Housing CHDO Set-Aside</b>
	<b>Target Area</b>	County Wide

	<b>Goals Supported</b>	HSG-3 Housing Construction
	<b>Needs Addressed</b>	Housing Strategy
	<b>Funding</b>	HOME: \$141,295.00
	<b>Description</b>	HOME funds will be used to assist a CHDO to increase the number of affordable housing units in the HOME Consortium for owners and renters by assisting with acquisition, soft costs, construction, and rehabilitation.
	<b>Target Date</b>	9/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1 household
	<b>Location Description</b>	County Wide
	<b>Planned Activities</b>	To be determined.
<b>8.</b>	<b>Project Name</b>	<b>Development of Affordable Housing</b>
	<b>Target Area</b>	County Wide
	<b>Goals Supported</b>	HSG-3 Housing Construction/Rehabilitation
	<b>Needs Addressed</b>	Housing Strategy
	<b>Funding</b>	HOME: \$556,475.00
	<b>Description</b>	HOME funds will be used to assist in the development of affordable housing in the HOME Consortium for owners and renters by assisting with acquisition, soft costs, construction, and rehabilitation.
	<b>Target Date</b>	9/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	4 households
	<b>Location Description</b>	County Wide

	<b>Planned Activities</b>	To be determined.
9.	<b>Project Name</b>	<b>Downpayment Assistance</b>
	<b>Target Area</b>	County Wide
	<b>Goals Supported</b>	HSG-1 Homeownership
	<b>Needs Addressed</b>	Housing Strategy
	<b>Funding</b>	HOME: \$150,000
	<b>Description</b>	Funds will be used for a first-time homebuyer program County Wide
	<b>Target Date</b>	9/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	10 households
	<b>Location Description</b>	County wide
	<b>Planned Activities</b>	The National Objective is Low/Mod Income Housing Benefit (LMH) The HUD Matrix Code is 13B, Homeownership Assistance
10.	<b>Project Name</b>	<b>Emergency Solutions Grant Program</b>
	<b>Target Area</b>	County Wide
	<b>Goals Supported</b>	HMS-1 Operation / Support HMS-2 Prevention and Housing AMS-1 Overall Coordination
	<b>Needs Addressed</b>	Homeless Strategy Administration, Management, and Planning Strategy
	<b>Funding</b>	ESG: \$148,882.00



<b>Description</b>	Funds will be used for General Administration - \$11,166 (staff salaries, staff benefits, office expenses, planning services, and program management); Rapid Re-Housing/Homeless Prevention/HMIS - \$48,387 (homeless prevention program, rapid re-housing program and the HMIS system); and Street Outreach/Emergency Shelter - \$89,329 (operating expenses and essential services for shelters).
<b>Target Date</b>	9/30/2024
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	4 Organizations
<b>Location Description</b>	Countywide
<b>Planned Activities</b>	The national objective is Low/Mod Income Clientele Benefit (LMC). The project Matric Code 21A General Administration; OT3 Operating Cost of Homeless/AIDs Patient Programs; and O5Q Substance Payments.

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## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The following information provides a profile of the population age and racial/ethnic composition of Richland County. This information was obtained from the U.S. Census Bureau website, <http://factfinder.census.gov>. The 2017-2021 American Community Survey 5-Year Estimates (ACS) and 2000 and 2010 Census Data were used to analyze the social, economic, housing, and general demographic characteristics of Richland County.

#### **Population:**

Richland County's overall population as reported in the 2017-2021 American Community Survey was 418,307.

- The County's population was 384,504 at the time of the 2010 Census.
- The 2017-2021 ACS reports that the County has a population of 418,307, an increase of 33,803 people (8.8%) since the 2010 Census.
- Between the 2010 ACS and the 2017-2021 ACS, the population in South Carolina increased by 442,591.

#### **Age:**

Richland County's age of population (based on 2017-2021 ACS data)

- The median age in Richland County was 33.8 years, compared to 39.8 years for South Carolina.
- Youth under the age of 18 accounted for 21.6% of the County's population, which is less than South Carolina's 21.9% of the population.
- Seniors aged 65 or over represent 12.9% of the County's population, which is less than South Carolina's average of 17.7% of the population.
- Adults ranging from 20 to 24 years old make up the largest portion of the County's population at 10.2%.

#### **Race/Ethnicity:**

Racial/ethnic composition of Richland County, according to the 2017-2021 American Community Survey:

- 43.1% are White
- 47.3% are Black or African American
- 0.2% are American Indian or Alaska Native
- 2.9% are Asian
- 2.4% are Some Other Race Alone
- 5.4% are Hispanic or Latino, of any race
- 4.0% are Two or more races

**Income Profile:**

The following is a summary of income statistics for Richland County from the 2017-2021 American Community Survey:

- At the time of the 2017-2021 American Community Survey, median household income in Richland County was \$56,439, which was less than the City of Columbia (\$48,791), and more than the State of South Carolina (\$59,318).
- 27.5% of households with earnings received Social Security income.
- 1.8% of households with earnings received public assistance.
- 23.5% of households with earnings received retirement income.
- 17.0% of residents were living in poverty.
- 37.1% of female-headed households with children were living in poverty.
- 20.2% of all children under 18 years were living in poverty.

**Low/Mod Income Profile:**

The low- and moderate-income profile for Richland County is a measurement of the area's needs. Richland County has an overall low- and moderate-income percentage of 45.26%. These low- and moderate-income statistics were obtained from the U.S. Department of Housing and Urban Development's website, [www.hud.gov](http://www.hud.gov).

**Economic Profile:**

The following illustrates the economic profile for the Richland County 2017-2021 American Community Survey Estimates:

- 43.3% of the employed civilian population had occupations classified as management, business, science, and arts occupations.
- 23.7% of the employed civilian population had occupations classified as sales and office occupations.
- 16.0% were in the service sector.
- The education, health, and social service industry represented 25.2% of those employed.
- 22.5% of workers were considered in the government class.
- 3.4% of workers were considered in the self-employed workers in not incorporated business class.

According to the U.S. Labor Department, the preliminary unemployment rate for Richland County for April of 2023 was 2.5% and the City of Columbia's unemployment rate was 2.9%. The unemployment rate was 3.1% for the State of South Carolina in April of 2023 and 3.4% for the United States.

**Geographic Distribution**

Target Area	Percentage of Funds
Countywide excluding the City of Columbia	0%
Low/Mod Areas	100%

**Table 9 - Geographic Distribution**

**Rationale for the priorities for allocating investments geographically**

Richland County will allocate its CDBG funds to those geographic areas whose population is over 51% low- and moderate-income and/or to low- and moderate-income clientele. At least 70% of all the County’s CDBG funds are budgeted for activities which principally benefit low- and moderate-income persons. The following guidelines for allocating CDBG and HOME funds will be used by the County for the FY 2023 Program Year:

- The public services projects/activities are for social service organizations whose clientele are low-income or in certain cases, a limited type of clientele with a presumed low- and moderate-income status.
- The homeless projects/activities are for homeless agencies/organization that serve a specific type of clientele with a presumed low- and moderate-income status.
- The other special needs projects/activities are limited to a clientele with a presumed low- and moderate-income status.
- The community and public facilities projects/activities are either located in a low- and moderate-income census tract/block group or have a low- and moderate-income service area benefit or a limited clientele which is low- and moderate-income.
- The infrastructure improvement projects/activities are either located in a low- and moderate-income census tract/block group or have a low- and moderate-income service area benefit or a limited clientele which is low- and moderate-income.
- The acquisition and demolition of structures are either located in a low- and moderate-income census area or these activities are eligible by preventing or eliminating slums and blight on a spot or area basis.
- The housing projects/activities have income eligibility criteria; therefore, the income requirement limits funds to low- and moderate-income households throughout the County.
- Economic development projects/activities will either be located in a low- and moderate-income census tract/block group, or a poverty census tract greater than 20%, or part of a redevelopment plan, or makes 51% of the jobs available to low- and moderate-income persons.

The County allocates CDBG funds to areas or projects/activities which predominantly benefit low- and moderate-income persons to rehabilitate or construct new housing for low- and moderate-income households; to create low- and moderate-income jobs; to projects/activities that principally benefit low- and moderate-income persons; and/or slum and blight removal on a spot or area basis.

The HOME funds will be used for administration and for housing projects/activities. These funds will be targeted to low-income households and projects/activities designed to provide affordable housing to low-income households. The disbursement is based on needs of low- and moderate-income households, not by geographic area.

### **Discussion**

The total amount of FY 2023 CDBG funds is \$1,723,394, of which 20% (\$344,678) is for administration and 80% (\$1,378,716) is allocated for projects/activities. 100% of the funds will be going towards Low- and Moderate-Income areas.

The geographic locations for the FY 2023 CDBG Activities will be countywide or at the location of service provider subrecipients. The geographic location for HOME activities will also be countywide or at the location of service provider subrecipients. Public benefits will be for low- and moderate- income residents of Richland County either through direct benefit such as homeownership, housing rehabilitation or individual services such as homeless assistance. Community facilities improvements will be area benefit activities such as street reconstruction or recreation improvements in areas where at least 51% of the residents are LMI. The geographic location for ESG will also be countywide or at the location of service provided by subrecipients.

The County is allocating its CDBG funds to areas or projects/activities which predominantly benefit low- and moderate-income persons to rehabilitate or construct new housing for low- and moderate-income households; to create low- and moderate-income jobs; and to projects/activities that benefit the low- and moderate-income population.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

Richland County will utilize its CDBG and HOME funds to rehabilitate and to support the construction of new affordable housing units. The one-year goals for affordable housing in Richland County for FY 2023 are as follows:

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	37
Special-Needs	0
<b>Total:</b>	<b>37</b>

**Table 10 - One Year Goals for Affordable Housing by Support Requirement**

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	5
Rehab of Existing Units	22
Acquisition of Existing Units	10
<b>Total:</b>	<b>37</b>

**Table 11 - One Year Goals for Affordable Housing by Support Type**

#### Discussion

Richland County will fund the following projects with 2023 CDBG and HOME funds:

- **Housing Rehabilitation** - The Emergency Housing Rehab program is a 0% interest loan program to income eligible homeowners for installation of roofs, soffit, gutters, electrical upgrades, plumbing, etc. (22 households)
- **Housing CHDO Set Aside:** HOME funds will be used to assist a CHDO to increase the number of affordable housing units in the HOME Consortium for owners and renters by assisting with acquisition, soft costs, construction, and rehabilitation. (1 household)
- **Development of Affordable Housing:** HOME funds will be used to assist in the development of affordable housing in the HOME Consortium for owners and renters by assisting with acquisition, soft costs, construction, and rehabilitation. (4 households)
- **Downpayment Assistance** - Funds will be used for a first-time homebuyer program County Wide. (10 households)

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

Richland County has a public housing authority to provide public housing for its low-income County residents. The mission of the Columbia Housing Authority is to provide affordable, accessible, quality housing and support services through community partnerships.

The Columbia Housing Authority is responsible for its own hiring, contracting, and procurement. The Housing Authority provides the County with a copy of its Five-Year Capital Fund Program and Annual Plan for review each year. The County certifies that the Capital Fund Program and Annual Plan are consistent with the County's Five-Year Consolidated Plan. Should the Housing Authority propose any demolition or disposition of public housing units, it will consult with the local neighborhoods where the development is located, as well as with the County staff.

The Columbia Housing Authority meets with each of its housing developments to discuss the Annual Plans for the Housing Authority. They also discuss physical needs assessment for allocating and spending Capital Funds at the different developments. The Housing Authority puts copies of the plans in the housing developments for public comment. The Columbia Housing Authority Board also has a seat on the five (5) member Board, which is occupied by a resident to help with the decision and planning process of the Housing Authority.

### **Actions planned during the next year to address the needs to public housing**

The Columbia Housing Authority funds a variety of activities to improve the overall living environment in the Authority's public housing projects. These improvements can include: roof repair, appliances, kitchen cabinets, sidewalk and parking lot repairs, replacement of hot water tanks, new computers, and various infrastructure improvements.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

The CHA Resident Executive Council (REC) provides residents with the opportunity to become involved in housing authority policy making. The REC is made up of representatives from each CHA public housing community, and members are elected by their peers based on participation in local Community Clubs. The REC meets on fourth Monday of each quarter. Richland County will work with CHA to improve attendance at these meetings in FY 2023-2024.

Richland County will also continue to provide twelve (12) hours of housing counseling classes to CHA residents through the RCHAP program. Classes will cover home buying, budget and credit, and home and yard maintenance.

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

The Columbia Housing Authority is not designated as "troubled" by HUD.

**Discussion**

Not Applicable.

DRAFT



## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### Introduction

Under its Five-Year Consolidated Plan, Richland County has developed its Strategic Plan in cooperation with the CoC to address homelessness for FY 2022 through FY 2026. These goals are set forth in the following priorities:

### Homeless Strategy - (High Priority)

**Priority Need:** There is a continuing need for services and housing opportunities for homeless persons and persons/families at-risk of becoming homeless.

**Objective:** Work with community partners to improve the living conditions and support services available for homeless persons, families, and those who are at risk of becoming homeless.

### Goals:

- **HMS-1 Operation/Support** – Financially assist providers to operate housing and support services for the homeless and persons at-risk of becoming homeless.
- **HMS-2 Prevention and Housing** - Continue to support the prevention of homelessness through anti-eviction activities and programs for rapid re-housing.
- **HMS-3 Housing** - Support the rehabilitation of, including accessibility improvements for emergency shelters, transitional housing, and permanent housing for the homeless.
- **HMS-4 Continuum of Care** - Support the local Continuum of Care's (CoC) efforts to provide emergency shelter, and permanent supportive housing to persons and families who are homeless or who are at risk of becoming homeless.
- **HMS-5 Permanent Housing** - Promote the development of permanent supportive housing for homeless individuals and families.

### Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

The CoC utilizes a coordinated entry process that prioritizes assistance based on severity of need, length of time homeless, and unsheltered versus sheltered status to ensure those who need assistance the most can receive services and housing in a timely manner. Outreach teams work nontraditional hours and cover the CoC's entire geographic area. They are focused on persons with a serious mental illness who live unsheltered because this is the subpopulation in our community least likely to access assistance. Agencies, local businesses, and community members routinely contact the street outreach team regarding persons needing assistance, especially those living unsheltered. Persons experiencing homelessness are engaged through outreach, rapport-building, and with the use of peer-to-peer models. The CoC utilizes a centralized entry. Most persons enter the system through the Harmony House day shelter. However, the local homeless veteran's center, domestic violence shelter, and street

outreach all serve as points of entry. A VI-SPDAT assessment is conducted (coordinated entry assessment tool) to determine need. The individual/family is on a by-name list and referred to appropriate services and housing. All CoC and ESG-funded programs utilize coordinated entry.

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Successful recovery for individuals experiencing chronic homelessness depends on access to stable housing. Permanent supportive housing for such individuals is provided by the following organizations with programs targeted for chronic homelessness.

**Chronically Homeless Service Providers:** Columbia Area Mental Health Center, Midlands Housing Alliance (Transitions), VA Medical Center (Dorm), 180 Place

Many organizations providing services for individuals experiencing homelessness do not have services and facilities adequate to meet the needs of families with children. In an interview conducted for this Consolidated Plan, representatives from Homeless No More indicated that the need for such services and facilities far exceeds the available supply. Supportive housing for these families provides stability that helps prevent school absences and contributes to academic achievement. The following organizations provide services targeted to families with children experiencing homelessness.

**Families with Children:** Christ Central Ministries - Hannah House, Homeless No More, Toby's Place, USC, School of Medicine, Department of Internal Medicine, Supportive Housing Services

The organizations below provide supportive housing services specifically designed to meet the needs of veterans experiencing homelessness. HUD also provides rental assistance vouchers through the CHA for privately owned housing to veterans who are eligible for VA health care services and are experiencing homelessness. VA case managers may connect veterans with support services such as health care, mental health treatment and substance use counseling to help them in their recovery process and with maintaining housing in the community.

**Veterans:** VA Medical Center (Dorm), Alston Wilkes Veterans Home

Homeless organization representatives interviewed for this Consolidated Plan also indicated that supportive housing services targeted to unaccompanied youth are insufficient to meet the needs in Richland County. The organizations below provide various services for unaccompanied youth experiencing homelessness; however, long-term supportive housing with developmentally appropriate services are limited. Only four beds with these services are available in the county.

**Unaccompanied Youth:** Alston Wilkes Society-Columbia, Epworth Children's Home, Growing Home Southeast, Lexington School District Two McKinney-Vento Liaison, Mental Illness Recovery Center, Mental Illness Recovery Center Inc. (MIRCI), Palmetto Place Children's Shelter, Richland County Public Defender's Office (youth defender), Richland School District One McKinney-Vento Liaison, Richland School District Two McKinney-Vento Liaison, State of South Carolina Department of Social Services, University of South Carolina Social Work

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Utilizing the Housing First Model, homeless individuals and families are housed as soon as they are eligible for housing, based on a centralized assessment, as well as housing availability. Prior to housing, homeless individuals/families are assigned to a supportive services team which continues to provide support to them once they obtain their housing. This model has been effective in housing retention.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

Individuals with severe mental health challenges often require transitional or permanent supportive housing including ongoing treatment, social services and housing assistance to recover and live independently. According to the 2015 National Survey on Drug Use and Health sponsored by Substance Abuse and Mental Health Services Administration (SAMHSA), an agency in the U.S. Department of Health and Human Services (DHHS), an estimated 18.1% or 43,521 Richland County residents suffer from a mental illness while an estimated four percent suffer severe mental illness.

## Discussion

The Midlands Consortium for the Homeless (MACH) was awarded \$4,169,273 for its Tier 1 FY 2022 Continuum of Care Application.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

Richland County is committed to removing or reducing barriers to the development of affordable housing whenever possible throughout the County. A variety of actions include, among others, to reduce the cost of housing to make it affordable.

- Provide developers and non-profits with incentives for the construction or rehabilitation of affordable housing to keep rents affordable.
- Provide assistance to first time homebuyer to purchase a home.
- Assist in acquiring sites for development of affordable housing.
- Promote Federal and State financial assistance for affordable housing.

Richland County prepared its 2017 Analysis of Impediments to Fair Housing Choice (AI) to coincide with the County's Five-Year Consolidated Plan. Richland County's AI identified the following impediments.

**Impediment 1: Availability of Affordable Units in a Range of Sizes** - There is a need for additional assisted housing throughout the County. Racial or ethnic minority more likely to be experiencing a disproportionate need due to cost burdens, incomplete plumbing or kitchen, facilities, or overcrowding. This contributing factor has been assigned a medium level of priority based on the extent of the need and the County's ability to respond to this need.

**Impediment 2: Access to Financial Services** - The ability of residents throughout the County to secure home purchase loans varies according to the race and ethnicity of the loan applicant. This was identified in data gathered under the Home Mortgage Disclosure Act (HMDA).

**Impediment 3: Failure to make reasonable accommodation or modification** - Residents and stakeholders who provided commentary during the AFH process, whether through public input sessions or the Fair Housing Survey, identified failure to make reasonable accommodation as a factor that contributes to the limited availability of accessible housing units to residents with disabilities. The County believes that it has the capacity to address this factor through outreach and education to County residents and landlords, and considers doing so to be a high priority.

**Impediment 4: Access to Publicly Supported Housing for Persons with Disabilities**- Residents and stakeholders who provided commentary during the AFH process, whether through public input sessions or the Fair Housing Survey, identified shortages of affordable, accessible housing to be a contributing factor to fair housing issues impacting residents with disabilities.

**Impediment 5: Resistance to Affordable Housing**- This factor, identified through the feedback of stakeholders during the public input portion of the AFH process, contributes to a lack of affordable housing in the County. Lack of affordable housing restricts the fair housing choice of County residents.

**Impediment 6: Discriminatory Actions in the Marketplace-** This factor, identified through the feedback of stakeholders during the public input portion of the AFH process, serves to limit the fair housing choice of residents with disabilities and racial/ethnic minority groups.

**Impediment 7: Lack of Understanding of Fair Housing Law-** This factor, identified through the feedback of stakeholders during the public input portion of the AFH process, contributes to discrimination and differential treatment in the housing market. Furthermore, a lack of understanding of fair housing law means that those who may suffer discrimination in the housing market do not know where to turn when they do.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

Richland County, in its most recent Analysis of Impediments to Fair Housing Choice, did not identify any negative effects of its public policies that serve as barriers to affordable housing. The County has continued to revise and update its Zoning Ordinance. This document is consistent with the Fair Housing Act, Section 504, and the Americans with Disabilities Act. There are no other public policies that restrict fair housing.

**Discussion:**

Not Applicable.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

Richland County has developed the following actions which address:

- obstacles to meeting underserved needs;
- fosters affordable housing;
- reduces lead-based hazards;
- reduced the number of poverty-level families;
- develops institutional structures, and
- enhance coordination between public and private housing and social service agencies.

### **Actions planned to address obstacles to meeting underserved needs**

The County under its FY 2023 Program Year will take the following actions to address obstacles to meeting the underserved needs:

- Provide funds for workforce housing options for owner occupied and renter occupied housing units.
- Provide funds for new housing construction of owner occupied and renter occupied housing units that are decent, safe, sound, affordable, and assessable.
- Provide funds for rehabilitation to help bring the older existing housing stock up to code standards and make accessibility improvements as needed.
- Provide funds to assist business, employment training, and career counseling.
- Provide funds for clearance and demolition projects to remove blighting influences in the County.
- The County will continue to leverage its financial resources and apply for additional public and private funds.

Richland County will work to address these obstacles through the agencies and programs to be funded in FY 2023. Some of the activities to address these obstacles include:

- Public Service Activities
- Economic Development
- Housing Rehabilitation
- CHDO Set-Aside
- Development of Affordable Housing
- Down Payment Assistance
- Emergency Solutions Grant Program

## Actions planned to foster and maintain affordable housing

The County is proposing the following goals and strategies to foster and maintain affordable housing:

- **HSG-1 Homeownership** - Continue to assist low- and moderate-income potential homebuyers to purchase homes through down payment assistance, closing cost assistance, housing rehabilitation assistance and required housing counseling training.
- **HSG-2 Owner-occupied Housing Rehabilitation** - Conserve and rehabilitate existing affordable housing units occupied by low- and moderate-income homeowners in the community by providing financial assistance to addressing code violations, emergency repairs, energy efficiency improvements, and accessibility for persons with disabilities.
- **HSG-3 Housing Construction/Rehabilitation** - Increase the supply of decent, safe and sanitary, and accessible housing that is affordable to both owners and renters in the County by assisting with acquisition, site improvements, development fees, new construction and rehabilitation of vacant buildings.
- **HSG-4 Renter-occupied Rehabilitation** - Provide financial assistance to landlords to rehabilitate affordable housing units for that are rented to low- and moderate-income tenants.
- **HSG-5 Fair Housing** - Promote fair housing choice through education, training and outreach to affirmatively furthering fair housing throughout the County.
- **HMS-2 Prevention and Housing** - Continue to support the prevention of homelessness through anti-eviction activities and programs for rapid re-housing.
- **HMS-3 Housing** - Support the rehabilitation of, including accessibility improvements for emergency shelters, transitional housing, and permanent housing for the homeless.
- **HMS-5 Permanent Housing** - Promote the development of permanent supportive housing for homeless individuals and families.
- **SNS-1 Housing** - Increase the supply of affordable housing that is accessible, decent, safe, and sanitary for the elderly, persons with disabilities, persons with developmental disabilities, persons with HIV/AIDS, victims of domestic violence, persons recovering from alcohol/drug dependency, and persons with other special needs, through rehabilitation of existing buildings and new construction of housing.
- **SNS-3 Accessibility** - Improve the accessibility of owner-occupied housing through rehabilitation and support/improve renter occupied housing by making reasonable accommodations for the physically disabled by removing architectural barriers.
- **AMS-3 Fair Housing** - Provide funds for training, education, outreach, and monitoring to affirmatively further fair housing in the County.

During the FY 2023 Annual Action Plan, Richland County will fund the following projects:

- Housing Rehabilitation
- CHDO Set-Aside
- Development of Affordable Housing Payment

- Down Payment Assistance
- Emergency Solutions Grant Program

### **Actions planned to reduce lead-based paint hazards**

The County is working to reduce potential lead-based paint hazards. Below are the County's activities to reduce lead-based paint hazards are related to rehabilitation and homeownership programs.

#### **Rehabilitation Programs**

Richland County will continue to ensure that:

- Applicants for rehabilitation funding receive the required lead-based paint information and understand their responsibilities.
- Staff properly determines whether proposed projects are exempt from some or all lead-based paint requirements.
- The level of Federal rehabilitation assistance is properly calculated and the applicable lead-based paint requirements determined.
- Properly qualified personnel perform risk management, paint testing, lead hazard reduction, and clearance services when required.
- Required lead hazard reduction work and protective measures are incorporated into project rehabilitation specifications.
- Risk assessment, paint testing, lead hazard reduction, and clearance work are performed in accordance with the applicable standards established in 24 CFR Part 35, Subpart R.
- Required notices regarding lead-based paint evaluation, presumption, and hazard reduction are provided to occupants and documented.
- Program documents establish the rental property owner's responsibility to perform and adhere to ongoing lead-based paint maintenance activities, when applicable.
- Program staff monitors owner compliance with ongoing lead-based paint maintenance activities.

#### **Homeownership Programs**

Richland County will continue to ensure that:

- Applicants for homeownership assistance receive adequate information about lead-based paint requirements.
- County staff properly determine whether proposed projects are exempt from some or all lead based paint requirements.
- A visual assessment is performed to identify deteriorated paint in the dwelling unit, any common areas servicing the unit, and exterior surfaces of the building.



- Prior to occupancy, properly qualified personnel perform paint stabilization, and the dwelling passes a clearance exam in accordance with the standards established in 24 CFR Part 35, Subpart R.
- The home buyer receives the required lead-based paint pamphlet and notices.

According to the 2017-2021 American Community Survey (ACS) 38.2% of housing units within Richland County were built before 1980. These units likely have some level of lead-based paint and issues associated with lead, particularly in units with children aged 6 and under. There are a total of 29,454 units constructed between 1950 and 1979 which is 31 percent of the housing stock.

### **Actions planned to reduce the number of poverty-level families**

According to the 2017-2021 American Community Survey, approximately 17.0% of Richland County's residents live in poverty, while only 14.6% of the State of South Carolina residents live in poverty. Female-headed County households with children are particularly affected by poverty at 37.1%. The County's goal is to reduce the extent of poverty by 5%, based on actions the County can control and work with other agencies/organizations.

The County funded projects/activities under the following goals and strategies to reduce the number of families living in poverty:

- HMS-1 Operation/Support
- HMS-2 Prevention and Housing
- SNS-2 Social Services
- CDS-2 Infrastructure
- CDS-4 Food Programs
- CDS-5 Public Services
- EDS-1 Employment
- EDS-2 Financial Incentives/Assistance
- EDS-3 Redevelopment Programs

During the FY 2023 Annual Action Plan, Richland County will fund the following projects that will help reduce the number of poverty level families:

- Public Service Activities
- Economic Development
- Housing Rehabilitation
- CHDO Set-Aside
- Development of Affordable Housing

- Down Payment Assistance
- Emergency Solutions Grant Program

### **Actions planned to develop institutional structure**

To effectively implement the Five-Year Consolidated Plan and the Annual Action Plans, the County needs to collaborate with a variety of agencies located in Richland County and also in the City of Columbia. Coordination and collaboration between agencies is important to ensuring that the priorities identified in the Five-Year Consolidated Plan within the County are adequately addressed. The key agencies that are involved in the implementation of the Plan, as well as additional resources that may be available are described below.

#### **Public Institutions –**

- **Richland County** – Richland County’s Department of Community Planning and Development will be responsible for the administration of the County’s community development programs, including some of the local programs that assist target income residents. The Department’s responsibilities will include managing and implementing the City’s affordable housing policies, including the Five-Year Consolidated Plan and related documents.
- **Columbia Housing Authority** - The Columbia Housing Authority is one of the primary owners of affordable housing within the community. The Housing Authority also administers the Housing Choice (Section 8) Voucher Program. The County will continue to work in close consultation with the Housing Authority regarding affordable housing issues in Richland County.

**Non-Profit Organizations** – There are several non-profit agencies that serve target income households in Richland County. The County will collaborate with these essential service providers. Some of them include:

- MIRCI
- Homeless No More
- Family Promise of the Midlands
- Harvest Hope
- Transitions
- Alston Wilkes Society
- United Way of the Midlands
- Catholic Charities
- Pathways to Healing
- Midlands Fatherhood Program
- SC Uplift

**Private Industry** – The private sector is an important collaborator in the services and programs

associated with the Five-Year Consolidated Plan. The private sector brings additional resources and expertise that can be used to supplement existing services or fill gaps in the system. Lenders, affordable housing developers, business and economic development organizations, and private service providers offer a variety of assistance to residents such as health care, small business assistance, home loan programs, and assisted housing, among others. The County will work closely with these agencies to meet Five-Year Consolidated Plan goals and objectives.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

Richland County is committed to continuing its participation and coordination with social service agencies, housing agencies, community and economic development agencies, County, Federal, and State agencies, as well as with the private and non-profit sectors, to serve the needs of target income individuals and families in the County. The County solicits funding requests for CDBG, HOME, and ESG funds. The County staff provides help and assistance to the public agencies that receive funding.

#### **Discussion:**

#### **Monitoring**

Richland County's Department of Community Planning and Development (Community Development Division) has the primary responsibility for monitoring the County's Annual Action Plan. The Community Development Division will maintain records on the progress toward meeting the goals and the statutory and regulatory compliance of each activity. The Department of Community Planning and Development is responsible for the ongoing monitoring of subrecipients.

For each activity authorized under the National Affordable Housing Act, the County has established fiscal and management procedures that will ensure program compliance and funding accountability. Additionally, the Department will ensure that the reports to the U.S. Department of Housing and Urban Development (HUD) are complete and accurate. The programs will be subject to the Single Audit Act.

For projects, other than CDBG funded activities, a similar reporting format will be used to monitor the Annual Action Plan progress for HOME and ESG activities.

Richland County will provide citizens with reasonable notice of, and the opportunity to comment on its Annual Action Plan in its performance under previously funded CDBG, HOME, and ESG Program Years, and substantial amendments to the Five-Year Consolidated Plan and Annual Action Plans.

Richland County will respond within fifteen (15) days in writing to any written complaints or inquiries from citizens in regard to the CDBG, HOME, and ESG Programs, its housing strategy, or its CAPER. This is described in its Citizen Participation Plan.

Richland County and its subrecipients shall comply with the requirements and standards of 2 CFR Part 200, which is the cost principals for state and local governments and their subrecipients. In addition, the County will have written agreements with each of its subrecipients.

The County will monitor its performance with meeting its goals and objectives with its Five-Year Consolidated Plan. It will review its goals on an annual basis in the preparation of its CAPER and will make adjustments to its goals as needed.

The County does not have a timeliness of expenditures problem. The County abides by the Federal cost principals and expenditures. In the expenditures of the CDBG, HOME, and ESG funds for housing construction or project improvements, the County's inspectors will make periodic on-site inspections to ensure compliance with the local housing codes. The County also requires submittal of architectural drawings, site plan, and work specifications for this work. These will be reviewed prior to issuance of building permits and the distribution of CDBG funds or HOME funds.

DRAFT

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

**Introduction:**

Richland County receives an annual allocation of CDBG, HOME, and ESG funds. Since the County receives these federal allocations, the questions below have been completed, as they are applicable.

### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

*Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.*

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0.00
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	\$0.00
3. The amount of surplus funds from urban renewal settlements	\$0.00
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$0.00
5. The amount of income from float-funded activities	\$0.00
<b>Total Program Income:</b>	<b>\$0.00</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	\$0.00
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.0%

## **HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(I)(2)**

- 1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

Richland County does not intend to use any other forms of investment other than those described in 24 CFR 92.205(b). Not Applicable.

- 2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

To ensure affordability Richland County will impose either resale or recapture provisions when using HOME funds for assisting homebuyers, homeowners and/or CHDO projects. Richland County exercises the option to use both recapture and resale provisions to ensure all or a portion of the County's HOME investments will be recouped in the event the household or entity fails to adhere to the terms of the HOME agreement for the duration of the period of affordability. The provision of resale versus recapture is dependent upon the activity: Recapture activity exists for (a) Down Payment Assistance (RCHAP); (b) CHDO projects that are terminated prior to completion or (c) the Housing Rehabilitation program. Resale provision is used only for CHDO homeownership projects. And while neither resale nor recapture, when CHDO's have rental-based activity, the county reserves the right to collect procedures or allow the CHDO to retain the funds.

- 3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:**

HOME funds are granted to participants of RCHAP and Homeowner Rehabilitation programs in the form of deferred forgivable grants. Recapture provisions will ensure Richland County recoups all or a portion of its HOME investments based upon occupancy as principal residence through an affordability period. Another instance where HOME funds will be recaptured is when a CHDO fails to meet all conditions of a contract and as a result, the contract is terminated prior to project completion. The CHDO is then required to repay the full investment back to the County. While Richland County can structure its recapture provisions based on its program design and market conditions, the period of affordability is the basis upon which the HOME investment is recaptured as described in paragraph 24 CFR 92.25 (a)(5)(ii)(A)(5) of the HOME regulations.

Resale provisions are exercised for CHDO homeownership activities only. These provisions ensure that housing developed with HOME funding remains affordable to LMI families through a 15–20-year period of affordability. Housing is purchased and occupied as principal residence by an LMI household. The CHDO executes an instrument (restrictive covenants or a 2<sup>nd</sup> mortgage) prior to closing which will detail the resale terms that include housing is made available for subsequent purchase only to a buyer whose family qualifies as a low-income family and use as principal

residence. The resale requirement must also ensure the price at resale provides the original HOME-assisted owner a fair return on investment (including the homeowner’s investment and any capital improvement) and ensure the housing will remain affordable to a reasonable range of low-income homebuyers. The period of affordability is based on the total amount of HOME funds invested in an activity. The document will be filed with the 1st mortgage in the County’s Register of Deeds office.

**Down Payment Assistance (RCHAP)**

The Richland County Homeownership Assistance Program (RCHAP) may provide up to \$10,000 toward the purchase of an existing home, and \$10,000 toward the purchase of a newly constructed home in down payment and closing cost assistance for those who qualify. A five (5) year Deferred Forgivable Loan agreement is used as the mechanism for a recapture provision. With this agreement the HOME assistance is forgiven over a five-year period as long as the homeowner continues to own and live in the assisted unit as their primary place of residence for the five-year period of affordability. If the homeowner does not live within this unit and sells the property within this five-year period, the funds are recaptured as a rate of 20 percent diminishing sliding scale per year. For example, if the housing unit sells at year three of this five-year period, the homebuyer would owe back 60 percent of the subsidy (see chart below).

The housing unit must continue to be the principal residence of the homebuyer. If the borrower does not maintain principal residency in the property for at least five-years from the date of closing, Richland County will recapture all or a portion of the HOME assistance to the homebuyer. Failure to maintain the original terms of the mortgage will result in recapture of the grant. In the case of sale; RCHAP will require repayment of funds to be distributed from the net proceeds of the sale of the property as the holder of the lien in second position. A change in the mortgage is triggered by refinancing, selling, or renting the home within the period of affordability. The recaptured amount of the grant is on a pro-rata basis determined by the amount of time the homeowner has owned and occupied the house and will be measured by the affordability period outlined below.

Home Occupancy Time Limit	Repayment Amount of Loan
Year or less	100%
2 Years (up to)	80%
3 Years (up to)	60%
4 Years (up to)	40%
5 Years (up to)	20%
5 Years and over	0% (Satisfaction of Lien)

Only the direct subsidy allotted to the homebuyer is subject to recapture.

**Owner-Occupied Rehabilitation Programs**

For the Homeowner Rehabilitation Program, HUD regulations do not require a period of affordability, however, the County self-imposes a ten to fifteen-year affordability period and a Deferred Forgivable Loan agreement as the mechanism for a recapture provision. The HOME

assistance is forgiven on a prorated basis over a ten to fifteen-year period as long as the homeowner continues to own and live in the assisted unit as their primary place of residence for the county’s self-imposed ten to fifteen-year periods of affordability. An applicant may only be awarded one grant from this program within a five- year period.

All Richland County loans for homeowner housing rehabilitation will be made based on the applicant’s household income verification and their ability to repay the loan and outlined below.

- **Deferred Forgivable Loans** – Assistance will be provided in the form of a deferred forgivable loan. No repayment is required. However, applicants must sign a written affidavit indicating that they will occupy the home as their primary residence for at least two (2) years after assistance is granted through the program.

**Community Housing Development Organizations (CHDO)/ New Construction**

Richland County Community Development will provide HOME subsidy to the Columbia Housing Authority and to non-profit community housing development organizations (CHDOs) for the purpose of developing affordable housing both incorporated County Council District 50 and in unincorporated areas of the County. These units are in progress, no additional funds have been provided in FY 2022-2026. Priority is given to projects located in master planned areas.

All affordable housing units developed by non-profits and CHDO’s are subject to sales restrictions, occupancy requirements and resale obligations. These provisions apply to homeownership and rental units where HOME subsidy is used regardless of the amount of the award and without regard to the type of award received. For all homeownership units, housing must have an initial purchase price not to exceed 95 percent of the median purchase price for the area; be the principal residence for the income-qualifying family at the time of purchase; and is subject to resale to an income eligible family, The initial occupancy requirement for rental units is total household income 50 percent and below of area median income and 60 percent and below for homeownership units.

The period of time where these provisions apply is referred to as the Period of Affordability. The Period of Affordability for resale requirements is determined by the amount of subsidy invested in a housing unit (HOME rule 24 CFR 92.254(a)(5)(i)) For a specific period of time (see table below) a unit if sold must be sold to another family that qualifies as low-income who will use the property as their primary residence. The original homebuyer must receive a fair return on the initial investment; and the property must be sold at a price that is affordable.

Activity	Average Per-Unit Home	Minimum Affordability Period
Rehabilitation or Acquisition of Existing Housing	<\$15,000	5 years
	\$15,000 - \$40,000	10 years
	>\$40,000	>\$40,000 15 years
Refinance of Rehabilitation Project	Any dollar amount	15 years
New Construction or	Any dollar amount	20 years



Acquisition of New Housing		
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**Fair Return on Investment**

Richland County’s definition of fair return on investment is defined as what a homebuyer can expect back on their return if they sell their unit during the period of required affordability as referenced within their agreement. The fair return is calculated upon the objective standard for Richland County as the percentage of change in median sales prices for housing units within the median statistical area over or during the period of ownership. This calculation basis includes the original investment by the homebuyer with the addition of specific types of upgrades or additions that will add value to the property. These types of upgrades include tangible, structural improvements to the interior or exterior of the home that would remain with the home during and after a sale. These additional homebuyer-financed improvements are not financed by Richland County. A reasonable range of low-income buyers during the point of resale would be low-income buyers as defined 50%-79% current area median income. During depressed or declining market seasons (such as a time of “seller’s market”), a loss of investment does constitute a fair return.

**4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

Richland County has no plans to refinance debt using HOME funds in FY 2023.

**Discussion**

**CDBG Program Income:**

Richland County does not anticipate that it will receive any Program Income during this program year.

**CDBG Percentage:**

- Administrative Percentage: 20.0%
- Public Service Percentage: 15.0%
- Low- and Moderate-Income Percentage: 100.0%
- Slum and Blight Activities: 0.0%

**HOME Program Income:**

- Richland County does not expect to receive any additional HOME program income during this program year.

**HOME Match:**

- Richland County has excess HOME Match funds from previous years in the amount of \$941,966.00 as reported in the FY 2021 CAPER. Richland County will have additional HOME Match from bond funds, Federal Home Loan Bank, and other private funds during this program year.

**CHDO Organizations:**

- Richland County has not certified any Community Housing Development Organizations (CHDOs). Once a project has been identified the County will certify the organization based on the project.

**HOME Percentage:**

- Administrative Percentage: 10.0%
- CHDO Set-Aside: 15.0%

Richland County will solicit applications for HOME and HOME CHDO funds; applications are sent out to a list of agencies, organizations, and housing providers that have previously submitted an application or which have expressed an interest in submitting an application. The application is reviewed by the county staff and any questions are discussed with the applicant.

Richland County does not limit beneficiaries or provide preference to any segment of the low/mod income population.

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# CITIZEN PARTICIPATION

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# CITIZEN PARTICIPATION PLAN

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## Appendix B. Citizen Participation Plan

### I. Purpose

As a recipient of US Department of Housing and Urban Development (HUD) funds, the Richland County Community Development Department is required to formally outline and document measures to promote the active participation of Richland County residents in the planning process. Citizen participation includes actively encouraging citizens, particularly the low and moderate income population, to participate in the planning process for the five-year Consolidated Housing and Community Development Plan (Consolidated Plan), the Annual Action Plans, the submission of substantial amendments and the development of the Consolidated Annual Performance Evaluation Report (CAPER), as well as individual neighborhood plans. These measures are summarized in the Community Development Citizen Participation Plan and conducted as required by *HUD 24 CFR Part 91, Subpart B*.

The Richland County Community Development Department coordinates the planning and administration of Community Development Block Grant (CDBG) and HOME Investment Partnerships funds for the unincorporated areas of Richland County. As an entitlement jurisdiction, the County's Community Development Department administers and shapes programs and services that address the needs and benefit low to moderate income households. In order to meet local capacity, the Community Development Department frequently partners with non-profits, Community Housing Development Organizations (CHDOs), Community-Based Development Organizations (CBDOs), Community Development Corporations (CDC), contractors, lenders, and charities. The Community Development Department seeks to connect employment, housing, education, and training resources into a coordinated network to support the redevelopment and revitalization of Richland County's low to moderate income neighborhoods.

### II. Access to Information and Records

Richland County's Citizen Participation Plan is available for public review on the County's web site at [www.richlandonline.com](http://www.richlandonline.com). The Plan is also available at the offices of the Richland County Community Development Department at 2020 Hampton Street, Suite 3063, Columbia, South Carolina 29204. Community Development Department hours are 8:30 a.m. to 5:00 p.m., Monday through Friday, with the exception of designated holidays. Copies of the Plan can also be requested by mail or phone. Residents can call 803-576-2230 or mail a written request to the Community Development Department address. The Community Development Department also has available copies of the Consolidated Plan which may be purchased for \$10. The Community Development Department also makes available the Annual Action Plan and CAPER Report that may be obtained at no charge.

Information and records open to the public are located in the Community Development Department, 2020 Hampton Street, Suite 3063, Columbia, South Carolina 29204. Confidential materials, such as those materials that include a citizen's personal identity information, are not available for public review.

### **III. Public Hearing Notices**

All notices of public hearings will be published in *The State* newspaper (*Metro* section or *Neighbors* section) at least seven (7) days prior to the public hearing. In addition, notices may be published in other local newspapers. Notices will also be posted electronically on the Richland County website at [www.richlandonline.com](http://www.richlandonline.com).

Additional notices will be provided through neighborhood-based forums to include: community centers; contact with local civic leaders; and posting of notices in commercial establishments, neighborhood businesses, churches and post offices.

All public meetings will be held at times and in locations convenient to residents, particularly those who are potential or actual beneficiaries. Meetings will not be held before 5:30 p.m. on weekdays. Meetings will not be scheduled on Sundays. Persons requiring special accommodations must notify the Community Development Department at least two (2) business days prior the public hearing in order to give the County staff adequate time to provide the needed accommodations.

### **IV. Needs Assessment Public Hearing**

Prior to the development of the Consolidated Plan and the Annual Action Plan, the community development and housing needs will be assessed in detail, particularly those of low and moderate income residents. The assessment process will be conducted through a Community Development Needs Assessment Public Hearing. The Richland County Community Development Department may hold up to eleven (11) public hearings (one in each district) and no less than two (2) needs assessment public hearings as part of the planning process for the five-year Consolidated Plan. At least one needs assessment public hearing will be held annually to address the changing needs for the Annual Action Plan. Ongoing citizen participation is encouraged to determine community needs and priorities. Comments and suggestions will be considered at Needs Assessment Public Hearings.

The Needs Assessment Public Hearing will address the amount of available funding for CDBG, HOME and any other related federal or state funding. The hearing will also address the range of activities that may be undertaken with such funds, particularly in relation to identified community needs.

### **V. Public Comment Period**

A public comment period is required prior to submitting the five-year Consolidated Plan, Annual Action Plan, the CAPER and any substantial change to the Consolidated Plan or

the Annual Action Plan. A public hearing will be held to review and to solicit public comments on the contents. The public will have 30 days after the public hearing to provide written comments to the Community Development Department regarding the 5-year Consolidated Plan. The public will have 15 days after the public hearing to provide written comments to the Department regarding the Annual Action Plan, the CAPER, and any substantial change to the Consolidated Plan or Annual Action Plan. The public hearing will be held consistent with guidelines contained in this document. The County will respond to all written correspondence received.

## **VI. Amendments/Changes**

Prior to making any substantial change to the Consolidated Plan (including the Annual Action Plan), Richland County will hold at least one public hearing to inform citizens, particularly those who might be affected by the proposed change, and to solicit public comment. Examples of a substantial change would be a 50% decrease in the number of proposed beneficiaries, any increase or decrease of more than 50% in the budget, and/or any addition or deletion of proposed activities.

## **VII. Program Performance**

Richland County will conduct one public hearing annually to review program performance and accomplishments for the CAPER. This public hearing will address and outline the various activities that have been accomplished or are underway.

## **VIII. Technical Assistance**

Richland County will provide technical assistance to individuals and representatives of groups of low and moderate income persons who request such assistance. Technical assistance may include information on housing, demographics, and explanation of the Community Development programs and services. Community Development staff members work closely with neighborhood associations to foster community pride and empowerment. The County routinely issues Request for Proposals (RFP) for services that support its community development goals and programs.

## **IX. Grievances**

Complaints and grievances are handled in a timely and professional manner. All complaints are reviewed by the Community Development Director and the County Administrator. Written grievances should be addressed to the Richland County Community Development Department, 2020 Hampton Street, Suite 3063, Columbia, South Carolina 29204. Written responses to complaints regarding the Community Development program and other general grievances will be made within fifteen (15) days after receipt of the complaint. A response to the complaint will be prepared by the County Administrator. Persons who wish to appeal the County Administrator's response may do so in writing to the US Department of Housing and Urban

Development, Community Planning and Development Division, 1845 Assembly Street, Columbia, South Carolina 29204.

## **X. Non-English Speaking Population**

The Richland County Community Development Department will accommodate the needs of non-English speaking residents. Census figures for Richland County indicate that less than 10% of the County population is non-English speaking and there are no significant concentrations of non-English speaking residents within the County as determined by the most currently available Census data. If 10% or more of the potential or actual beneficiaries of a Community Development project are determined to be non-English speaking, provisions will be made at the appropriate public hearings for translation of comments and documents into the native language of the majority of the non-English speaking residents affected.

## **XI. Anti-Displacement**

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

If the displacement is precipitated by activities that require the acquisition (either in whole or in part) or rehabilitation of real property directly by Richland County or its agent, all appropriate benefits will be assigned as required by the *Uniform Relocation Assistance and Real Property Acquisition Policies' Act of 1970* and amendments. The *Uniform Act* or the *Residential Anti-displacement and Relocation Assistance Plan* under *Section 104(d)* shall be provided to the displaced person or persons. Information about these programs will be provided to all residents who may potentially be displaced in the form of informational brochures on these programs and explained in detail by the County's Community Development staff.





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# FIRST PUBLIC HEARING

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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

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**Attention:** Mrs. Jennifer Thompson

RICHLAND COUNTY LEGAL ADS  
 PO BOX 7185  
 COLUMBIA, SC 29202

howard@buonaseramedia.com

**PUBLIC HEARING NOTICE  
 RICHLAND COUNTY, SOUTH CAROLINA  
 FY 2023 ANNUAL ACTION PLAN**

**FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIP, AND EMERGENCY SOLUTIONS GRANTS PROGRAMS**

Notice is hereby given that Richland County, South Carolina will hold a public hearing on **Wednesday, June 14, at 6:00 p.m.**, prevailing time, in the **Council Chambers at the Richland County Administration Building located at 2020 Hampton Street, Columbia, South Carolina, 29204**. The location is accessible to persons with physical disabilities. If special arrangements need to be made to accommodate any resident in order for them to participate in the public hearing, including translation services, please contact Ms. Callison Richardson, Manager, Grants & Community Development, Richland County Government, Grants Department, Community Development Division, (803) 576 - 2055 or email at richardson.callison@richlandcountysc.gov, to make those arrangements, or for persons who may have a hearing impediment, please contact 7-1-1 for the TTY/TTD relay.

The purpose of this public hearing is to gather information for the County's Annual Action Plan for FY 2023, which the County will be submitting to the U.S. Department of Housing and Urban Development for the Community Development Block Grant (CDBG) Entitlement Funds, HOME Investment Partnership Program (HOME) funds, and Emergency Solutions Grant (ESG) Funds. The hearing will be used to obtain the views and comments of individuals and organizations concerning the County's housing, community development, and economic development needs. The information gathered will be used in the preparation of the Annual Action Plan for FY 2023.

The County will receive an entitlement amount of \$1,723,394 in CDBG funds, \$941,966 in HOME funds, and \$148,882 in ESG funds. In order to receive these funds, the County must prepare a one-year Annual Action Plan, for the use of Federal funds. At least 70% of the CDBG funds must benefit low- and moderate-income persons living in Richland County.

The County will be preparing its CDBG, HOME, and ESG applications and it intends to afford residents, local agencies, and interested parties the opportunity to become involved in the planning process. If anyone is interested in being added to the CDBG, HOME, and ESG application mailing list, contact Ms. Callison Richardson, Manager, Grants & Community Development, Richland County Government, Community Planning & Development Department, Community Development Division, (803) 576 - 2055 or email at richardson.callison@richlandcountysc.gov.

The following types of activities may be eligible for funding under the CDBG program: acquisition of property; disposition costs; improvements to public facilities (including the removal of architectural barriers); demolition and environmental clean-up; public services that are new or a quantifiable increase in the level of service; interim assistance; relocation payments for persons displaced as a result of a CDBG activity; rehabilitation of houses; code enforcement; special economic development activities; special activities undertaken by a community based development organization; home ownership assistance for purchase; planning; environmental reviews; program administration; audit; and other miscellaneous activities.

The following types of activities may be eligible for funding under the HOME Program: new construction of affordable housing, rehabilitation of affordable housing, reconstruction of affordable housing, conversion to affordable housing, site improvements related to the development of affordable housing, refinancing of debt on a single-family (one to four family) owner occupied housing that is being rehabilitated with HOME funds and the refinancing will reduce the overall monthly housing cost to make it affordable, acquisition costs, soft costs necessary for the financing, development, rehabilitation or acquisition of housing using HOME funds, CHDO costs, relocation costs for displaced households, administrative and planning costs.

ESG funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, data collection, and administrative activities.

If the County would undertake an activity that would result in the displacement of families or individuals, then the County would utilize its policy for minimizing such displacement. Furthermore, the County is responsible for replacing all low- and moderate-income housing units that may be demolished or converted as a result of the expenditure of CDBG funds.

All interested residents are encouraged to attend this public hearing and they will be given the opportunity to present oral or written testimony concerning the needs of Richland County and the use of CDBG, HOME, and ESG funds to address those needs. Written or oral comments may be directed to Ms. Callison Richardson, Manager, Grants & Community Development, Richland County Government, Community Planning & Development Department, Community Development Division, 2020 Hampton St. Suite 3058, Columbia, SC 29202, (803) 576 - 2055 or email at richardson.callison@richlandcountysc.gov.

Ms. Sarah Harris  
 Director, Grants  
 Grants Department  
 Richland County Government  
 IPL0125447  
 Jun 5 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:  
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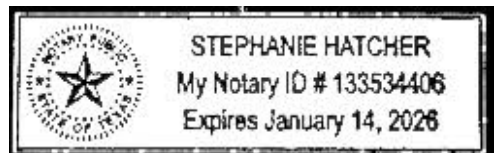
*Tara Pennington*

Tara Pennington

Sworn to and subscribed before me this 13th day of June in the year of 2023

*Stephanie Hatcher*

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



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Richland County Community Development Division  
PUBLIC HEARING | FY 2023 ANNUAL ACTION PLAN  
**MINUTES**

Wednesday, June 14, 2023 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

**RICHLAND COUNTY STAFF PRESENT:**

- Community Development Manager Callison Richardson
  - Grants Director Sarah Harris
  - Assistant County Administrator Aric Jensen
1. **CALL TO ORDER** – Manager Callison Richardson called the meeting to order at approximately 6:00 PM.
  2. **PRESENTATION** – A sign-in sheet was put out. A presentation reviewing the priorities from the 22-26 Consolidated Plan, the FY 23 Awards for CDBG, HOME, and ESG, and eligible activities for each program was displayed on the screens. The Community Development staff was prepared to review the information and open it for public discussion.
  3. **ADJOURNMENT** – As no one from the public attended the public hearing, the meeting adjourned at approximately 6:30 PM.

Signatures:

*Sarah Harris*  
\_\_\_\_\_  
*Callison Richardson*      *6/14/2023*



**Richland County, South Carolina -  
FY 2023 Annual Action Plan | Public Hearing #1**

Wednesday, June 14, 2023, at 6:00 p.m.  
Council Chambers - 2020 Hampton Street, Columbia, South Carolina 29204

Name	Organization	Phone Number	Email Address

DRAFT

X : Callison R. Richardson 6/14/23



# ELIGIBLE CDBG ACTIVITIES

PUBLIC FACILITIES AND IMPROVEMENTS	
Eligible Public Facility and Improvement Projects	CDBG Conditions
Sewer and Water Facilities	<p>These projects may be undertaken on an interim basis in areas exhibiting objectively determinable signs of physical deterioration where it was determined that immediate action is necessary to arrest the deterioration and that permanent improvements will be carried out as practicable to repair:</p> <ul style="list-style-type: none"> <li>➤ Streets;</li> <li>➤ Sidewalks;</li> <li>➤ Park;</li> <li>➤ Playgrounds,</li> <li>➤ Publicly owned utilities; and</li> <li>➤ The execution of special garbage, trash, and debris removal, including neighborhood cleanup campaigns, but not the regular curbside collection of garbage or trash in an area.</li> </ul>
Streets and Sidewalks	
Curb and Gutters	
Parks and Playgrounds	
Senior Citizens' Center	
Parking Lots or Garages	
Utility Lines	
Recreation Center	
Police or Fire Station in which services to the public are actually provided (as opposed to administrative offices).	Fire protection equipment including fire trucks, fire fighters' protective clothing, "jaws of life," and other life-saving equipment are eligible for CDBG funding under Public Facilities and Improvements as this equipment is integral to the fire protection facility.
Aesthetic amenities on public land such as landscaping (trees, sculptures, pools of water and fountains and other works of art).	These include all improvements and facilities that are either publicly owned or that are traditionally provided by government, or owned by a non-profit, and operated so as to be open to the general public.
Jails or Prisons	Jails are considered to benefit the entire community served by the facility and thus would qualify under the low-moderate income (LMI) benefit national objective only if the percentage of LMI persons in the entire jurisdiction is sufficiently high to meet the "area benefit" test.
Library	Public facilities that serve the entire jurisdiction of the grantee, a main library for example, may qualify under the LMI benefit national objective only if the percentage of LMI persons in the entire jurisdiction is sufficiently high to meet the "area benefit" test.
Special Assessments	Special Assessments are used to recover the capital costs of a public improvement through a fee levied or a lien filed against a parcel of real estate either as, 1) a direct result of a benefit derived from the installation of a public improvement or 2) a one-time charge made as a condition of access to an improvement. Sewer tap-in fees are an example of a special assessment.
Privately Owned Utilities- 570.201 (l)	<p>CDBG funds may be used to acquire, construct, reconstruct, rehabilitate, or install the distribution lines and facilities for privately owned utilities.</p> <p>A privately-owned utility refers to service that is publicly regulated and is provided through the use of physical distribution lines to private properties.</p> <p>Examples of eligible utilities are electricity, telephone, water, sewer, natural gas and cable television.</p>
Other	The City is willing to consider other public facility projects not listed above. It is highly recommended that applicants contact the City to discuss new projects ideas prior to submitting a grant application.

## REAL PROPERTY AND HOUSING PROJECTS

Eligible Real Property and Housing Projects	CDBG Conditions
Acquisitions of land or buildings -570.201 (a)	<ul style="list-style-type: none"> <li>• CDBG funds may be used for acquisition of real property, either in whole or in part, by purchase, long-term lease, donation, or otherwise for any public purpose.</li> <li>• Examples include land, air rights, easement, water rights, rights-of-way and buildings.</li> <li>• Examples of ineligible activities include costs of moveable equipment and acquisition of newly-constructed housing or an interest in construction of new housing.</li> </ul>
Disposition – 570.201 (b)	<ul style="list-style-type: none"> <li>• CDBG funds may be used to dispose of property acquired with CDBG funds through sale, lease, donation or other means.</li> <li>• Property must have a reuse plan that meets a National Objective.</li> <li>• The property may be disposed at less than fair market value.</li> <li>• Costs may include preparation of legal documents, surveys, marketing, financial services, transfer of taxes or ownership.</li> </ul>
Clearance Activities-570.201 (d)	<ul style="list-style-type: none"> <li>• Demolish buildings and improvements.</li> <li>• Remove rubble and debris after demolition.</li> <li>• Remove environmental contaminants or treat them to make them harmless.</li> <li>• Move structures to other sites.</li> </ul>
Code Enforcement – 570.202 (c)	<ul style="list-style-type: none"> <li>• Code enforcement activities are eligible provided that the enforcement takes place in a deteriorated or deteriorating area and the enforcement effort is accompanied by public or private improvements or service and can be expected to arrest the decline of the area.</li> <li>• Eligible costs include costs incurred for inspections for code violations (including salaries and overhead) and the enforcement of code requirements (including legal proceedings).</li> <li>• Both residential and commercial structures may be included in code enforcement activities.</li> </ul>
Historic preservation - 570.202 (d)	<ul style="list-style-type: none"> <li>• CDBG funds may be used for the rehabilitation, preservation or restoration of historic properties, whether publicly or privately owned.</li> <li>• Historic properties are those sites or structures that are either listed in or eligible to be listed in the National Register of Historic Places, listed in the Pennsylvania or local inventory of historic places or designated as a Pennsylvania or local landmark or historic district by appropriate law or ordinance.</li> <li>• Examples of eligible activities include historic preservation plans, rehabilitation of the property, relocating residents while preservation work is performed.</li> <li>• Historic preservation is not authorized for buildings used for the general conduct of government.</li> </ul>
Renovation of closed buildings – 570.202 (e)	<ul style="list-style-type: none"> <li>• CDBG funds may be used to renovate closed buildings, such as closed school buildings, for use as an eligible public facility or to rehabilitate or convert closed buildings for residential and commercial uses.</li> <li>• Examples of ineligible activities include creation of secondary housing units attached to a primary unit and costs of equipment, furnishings or other personal property that are not integral structural fixtures, such as window air conditioners or clothes washers.</li> </ul>
Lead – based paint (LBP) hazard, evaluation and reduction, and clearance – 570.202 (f)	<ul style="list-style-type: none"> <li>• Cost associated with the evaluation and reduction of LBP.</li> <li>• Examples of eligible activities include inspecting buildings for LBP hazards, testing surfaces abatement of lead hazards and payment of temporary relocation costs for residents on which their home is receiving abatement services.</li> </ul>
Handicap Accessibility - 570.201	<ul style="list-style-type: none"> <li>• Removal of materials and architectural barriers that restrict the accessibility or mobility of elderly or handicapped persons.</li> <li>• Activities must take place on existing structures.</li> </ul>

Energy Efficiency – 570.201	<ul style="list-style-type: none"> <li>• Examples of eligible activities include weatherization of home or apartment building, installation of solar or wind equipment, finance energy – efficient rehab, provision of free insulation or home energy audits, and preparation of comprehensive community energy use strategies.</li> </ul>
Rehabilitation of buildings and improvements eligible for rehabilitation assistance – 570.202 (a)	<ul style="list-style-type: none"> <li>• CDBG may be used to finance the rehabilitation of privately –owned homes, publicly – owned residential housing, nonresidential buildings owned by nonprofits, and manufactured housing when it is part of the permanent housing supply.</li> </ul>

<b>PUBLIC SERVICES, ECONOMIC DEVELOPMENT AND “OTHER” ACTIVITIES</b>	
<b>Activities</b>	<b>CDBG Conditions</b>
Relocation – 570.201 (i)	<ul style="list-style-type: none"> <li>• Relocation of payments and other assistance for permanently and temporarily relocated individuals, families, businesses, non-profit organizations and farm operations.</li> </ul>
Loss of Rental Income- 570.201 (j)	<ul style="list-style-type: none"> <li>• Compensation to property owners for the loss in rental income incurred while temporarily holding housing units to be used for the relocation of individuals and families displaced by CDBG-assisted activities.</li> </ul>
Public Services – 570.201 (e)	<ul style="list-style-type: none"> <li>• CDBG funds may be used for a wide range of public service activities including, but not limited to, job training, crime prevention, public safety, child care, health services, substance abuse services, fair housing counseling, education programs, energy conservation, senior citizen services, homeless person services, subsistence payment service and recreational services</li> <li>• In order for a first-time public service application to be considered the applicant must prove that: <ol style="list-style-type: none"> <li>1) the service is a new initiative for the agency (new service); OR</li> <li>2) the service existed but was not provided by or on behalf of a government agency with funding from that government agency; OR</li> <li>3) there was a quantifiable increase in the level of an existing service within the 2013 calendar year.</li> </ol> </li> </ul>
Micro – Enterprise Assistance – 570.201 (o)	<p>The provisions of assistance to facilitate economic development by:</p> <ul style="list-style-type: none"> <li>• Providing credit, including, but not limited to, grants, loans, loan guarantees, and other forms of financial support, for the establishment, stabilization, and expansion of micro-enterprises;</li> <li>• Providing technical assistance, advice, and business support services to owners of micro-enterprises and persons developing micro-enterprises; and</li> <li>• Providing general support to owners of microenterprises and persons developing microenterprises including child care, transportation, counseling and peer support groups.</li> <li>• A microenterprise is defined as a commercial enterprise that has five or fewer employees, one or more of whom owns the microenterprise business.</li> </ul>

The table below provides eligible Planning & Administration expenses.

<b>Eligible Planning &amp; Administration Projects 570.205 &amp; 570.206</b>
<ul style="list-style-type: none"> <li>• Preparation of general plans such as the Consolidated Plan</li> </ul>
<ul style="list-style-type: none"> <li>• Functional plans such as housing plans</li> </ul>
<ul style="list-style-type: none"> <li>• Neighborhood plans and general historic preservation plans</li> </ul>
<ul style="list-style-type: none"> <li>• Policy planning, management, and capacity building activities</li> </ul>
<ul style="list-style-type: none"> <li>• Monitoring</li> </ul>



# INELIGIBLE CDBG FUNDED ACTIVITIES

Ineligible Activities	
(a)	<b>General Rule</b> – Any activity that is not authorized as an “eligible activity.”
(b)	<b>Government Buildings</b> – Funds cannot be used for improvements to a public building used for the general conduct of government.
(c)	<b>General Government Expenses</b> – Funds cannot be used for expenses that are considered the regular responsibilities of the local government.
(d)	<b>Political Activities</b> – Funds cannot be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities.
(e)	<b>Purchase of Equipment</b> – The purchase of equipment is generally ineligible, which includes construction equipment, motor vehicles, furnishings, or personal property. The only exception is fire equipment assigned to a low- and moderate-income area.
(f)	<b>Operating and Maintenance Expenses</b> – The general rule is that any expense associated with repairing, operating, or maintaining public facilities, improvements, and services is ineligible.
(g)	<b>New Housing Construction</b> – Funds cannot be used for the construction of new permanent residential structures or for any program to subsidize or consist such new construction except by a CBDO. However, the cost of site assemblage, clearance, and site improvements are eligible activities.
(h)	<b>Income Payments</b> – Funds cannot be used for subsistence – type grant payments for food, clothing, housing, or utilities.





# **ELIGIBLE HOME ACTIVITIES**

## **Eligible HOME Activities and Costs**

- **Hard Costs**
  - New construction of affordable housing
  - Rehabilitation of affordable housing
  - Reconstruction of affordable housing
  - Conversion to affordable housing
  - Site Improvements related to the development of affordable housing
- **Refinancing of existing debt secured by a housing project that is being rehabilitated w/ HOME Funds**
  - Refinancing of debt on a single-family (one to four family) owner occupied housing that is being rehabilitated with HOME funds and the refinancing will reduce the overall monthly housing cost to make it affordable
- **Acquisition Costs**
  - Improved or unimproved
  - Purchase of property by home buyers
- **Soft Costs necessary for the financing, development, rehabilitation or acquisition of housing using HOME Funds**
  - Architectural, engineering, and related professional services
  - Costs to process and settle the financing for a project such as lender origination fees, appraisal fees, etc.
  - Project audit costs and certification of costs by a CPA
  - Costs to provide information services such as affirmative marketing and fair housing information
  - Costs of funding an initial operation deficit reserve during the period of initial project rent-up but not to exceed 18 months
  - Staff and overhead costs directly related to carrying out the project such as work specifications, loan processing inspections, housing consultation, etc.
  - Cost for the payment of impact fees that the local jurisdiction changes for all housing projects
  - Cost of environmental review and release of funds

- **CHDO Costs**
  - Cost of project-specific technical assistance and site control loans
  - Project feasibility costs, consulting fees, legal fees, architectural and engineering fees, property options, site control, and title clearance
  - Project specific seed money loans for preconstruction costs that are customary and reasonable such as costs of obtaining firm financing, construction loan commitments, architectural plans and specifications, zoning approvals, legal fees, etc.
- **Relocation costs for displaced households**
  - Relocation payments and other relocation assistance for persons displaced by the housing project
  - Replacement housing payments, moving expenses and payment for reasonable out-of-pocket costs incurred in the temporary relocation of persons
  - Other relocation assistance such as staff and overhead costs directly related to providing advisory and other relocation services to displaced persons
- **Administrative and planning costs**
  - General management, oversight and coordination
  - Staff and overhead costs
  - Public information costs in the planning and implementation of projects
- **Other Costs**
  - Fair housing activities to affirmatively further fair housing
  - Downpayment and closing cost assistance
  - Indirect costs as part of a cost allocation plan
  - Preparation of the consolidated plan
  - Compliance and reporting in reference to Federal requirements
  - Tenant-based rental assistance (TBRA)
  - Rental assistance and security deposit payments
  - Utility deposit assistance only if rental or security deposit payments are made
  - Cost of inspecting the housing and determining income eligibility of the household
  - Troubled HOME-assisted rental housing projects
    - Applies to only an existing HOME assisted rental project
    - Project is no longer financially viable during the HOME 20 year affordability period for rental projects
    - Operating costs significantly exceed the operating revenue

- HUD must approve this cost to preserve an affordable rental project
- Additional HOME Funds and original HOME Funds may not exceed the maximum amount of per-unit subsidy [Section 221 (d)(3)(ii)]

### **Ineligible HOME Activities**

- **HOME funds may not be used to:**

- Provide project reserve accounts, except for new construction or rehabilitation of an initial operating deficit reserve during the period of project read-up (not to exceed 18 months)
- Provide tenant-based rental assistance for the special purpose of the existing Section 8 Program
- Provide non-Federal matching contribution required under another Federal Programs
- Provide assistance for uses authorized by Public Housing Capital and Operating Funds
- Prepayment of Low Income Housing Mortgages
- Provide assistance to a homebuyer to acquire housing previously assisted with HOME funds during the period of affordability
- Provide funds for the acquisition of property owned by the participating jurisdiction (P.J.) except for property acquired by the P.J. with HOME funds, or property acquired in anticipation of carrying out a HOME project
- Pay for delinquent taxes, fees or charges on properties to be assisted with HOME funds
- Pay for any cost that is not listed as eligible under the HOME Regulations



# **ELIGIBLE ESG ACTIVITIES**

## **Street Outreach**

- Essential Services related to reaching out to unsheltered homeless individuals and families, connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. Eligible costs include engagement, case management, emergency health and mental health services, transportation, and services for special populations.

## **Emergency Shelter**

- Renovation, including major rehabilitation or conversion, of a building to serve as an emergency shelter. The emergency shelter must be owned by a government entity or private nonprofit organization. The shelter must serve homeless persons for at least 3 or 10 years, depending on the type of renovation and the value of the building. Note: Property acquisition and new construction are ineligible ESG activities.
- Essential Services, including case management, childcare, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, transportation, and services for special populations.
- Shelter Operations, including maintenance, rent, repair, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

## **Homelessness Prevention**

- Housing relocation and stabilization services and short-and/or medium-term rental assistance as necessary to prevent the individual or family from moving to an emergency shelter, a place not meant for human habitation, or another place described in paragraph 1 of the homeless definition.
- The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in their current housing or move into other permanent housing and achieve stability in that housing.

### **Eligible costs include:**

- Rental Assistance: rental assistance and rental arrears
- Financial assistance: rental application fees, security and utility deposits, utility payments, last month's rent, moving costs
- Services: housing search and placement, housing stability case management, landlord-tenant mediation, tenant legal services, credit repair

## **Rapid Re-Housing**

- Housing relocation and stabilization services and/or short-and/or medium-term rental assistance as necessary to help individuals or families living in shelters or in places not meant for human habitation move as quickly as possible into permanent housing and achieve stability in that housing.

**Eligible costs include:**

- Rental Assistance: rental assistance and rental arrears
- Financial Assistance: rental application fees, security and utility deposits, utility payments, last month's rent, moving costs
- Services: housing search and placement, housing stability case management, landlord-tenant mediation, tenant legal services, credit repair

**Data Collection (HMIS)**

- ESG funds may be used to pay for the costs of participating in and contributing to the HMIS designated by the Continuum of Care for the area. More information about using an HMIS is available on the HMIS Page.

**Administration**

- Up to 7.5 percent of a recipient's allocation can be used for Administrative activities. These include general management, oversight, and coordination; reporting on the program; the costs of providing training on ESG requirements and attending HUD-sponsored ESG trainings; the costs of preparing and amending the ESG and homelessness-related sections of the Consolidated Plan, Annual Action Plan, and CAPER; and the costs of carrying out environmental review responsibilities.
- State recipients must share administrative funds with their subrecipients that are local governments, and may share administrative funds with their subrecipients that are nonprofit organizations.

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# MEETING A NATIONAL OBJECTIVE

National Objective Subcategory	Conditions for Eligibility	Example
Low-Moderate Income (LMI) Area Benefit	<p>A facility or improvement will be used for a purpose that benefits all residents in a defined area primarily residential in which at least 51% are LMI households.</p> <p>Paying all or part of a special assessment on behalf of LMI Households qualifies under this objective.</p>	<p>The Installation of paved streets, sidewalks, curbs and gutters in a predominantly LMI household neighborhood.</p> <p>CDBG funds pay the assessment made to Low-Mod Income household homeowners when a new water/sewer system is installed in their neighborhood.</p>
Low-Moderate Income Limited Clientele	<p>The majority of public service activities qualify under this national objective.</p> <p>Services provided to a specific group of people who are comprised of at least 51% LMI households.</p>	<p>Home ownership counseling provided to a group of LMI individuals.</p> <p>Renovation or expansion of a food pantry.</p>
Low-Moderate Income Housing	<p>The facility or improvement exclusively benefits housing to be occupied by LMI households.</p>	<p>A parking lot and landscaping are improved on the site of a rental property with 51% LMI households paying affordable rents.</p>
Low-Moderate Income Jobs	<p>Public improvement is for an economic development project that creates or retains permanent jobs.</p> <p>In order for a CDBG funded economic development activity to qualify as an activity that benefits low and moderate income persons, at least 51% of the jobs created or retained (full time equivalent basis) will be held by or made available to low and moderate income persons.</p>	<p>A new water tower will enable factory expansion and owners to commit to hiring at least 51% of new permanent jobs to LMI persons.</p>
Area Blight	<p>Public improvements and facilities are in a designated blighted area and activity addresses conditions that contributed to blight.</p>	<p>An outdated fire hall is rehabilitated and equipment is updated to prevent further loss of life and property due to fires.</p>
Spot Blight	<p>Public improvements or facility is outside designated blighted area and activity is limited to eliminate specific conditions of blight or decay.</p>	<p>Historic library building located outside a designated area is rehabilitated.</p>
Urgent Need	<p>Acquisition, construction, or reconstruction of a public facility or improvement that is designated to alleviate recent serious and imminent threat to public health and safety and no other funds are available.</p>	<p>A storm sewer system is reconstructed after a severe flood damaged it. All other funding sources are unavailable or exhausted.</p>



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# SECOND PUBLIC HEARING

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**NOTICE OF PUBLIC HEARING AND DISPLAY  
RICHLAND COUNTY, SOUTH CAROLINA  
FY 2023 ANNUAL ACTION PLAN FOR THE COMMUNITY  
DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIP, AND  
EMERGENCY SOLUTIONS GRANTS PROGRAMS**

Notice is hereby given that Richland County, South Carolina will hold a public hearing on **Thursday, July 13, 2023, at 6:00 p.m.**, prevailing time, in Council Chambers located 2020 Hampton Street, Columbia, South Carolina 29201. The location is accessible to persons with physical disabilities. If special arrangements need to be made to accommodate any resident in order for them to participate in the public hearing, including translation services, please contact Ms. Callison Richardson, Manager, Grants & Community Development, Richland County Government, Community Planning & Development Department, Community Development Division, (803) 576 - 2055 or email at [richardson.callison@richlandcountysc.gov](mailto:richardson.callison@richlandcountysc.gov), to make those arrangements, and any person who may have a hearing impediment, please contact 7-1-1 for the TTY/TTD relay.

The purpose of the public hearing is to present Richland County's FY 2023 Annual Action Plan. The County intends to submit its FY 2023 Annual Action Plan in the amount of \$1,723,394 in CDBG funds, \$941,966 in HOME funds, and \$148,882 in ESG funds. The FY 2023 Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development (HUD) on or before Tuesday, August 15, 2023.

In order to obtain the views of residents, public agencies and other interested parties, Richland County will place its FY 2023 Annual Action Plan on public display on Friday, June 16, 2023, through Monday, July 17, 2023, at the following locations:

**Richland County Government  
Community Planning & Development Department  
Community Development Division  
2020 Hampton Street – Suite 3058**

**Richland County's Website:**  
<https://www.richlandcountysc.gov>

These documents will be available for public display during normal business hours of operation for a period of thirty (30) days until 4:00 PM on July 17, 2023. The FY 2023 Annual Action Plan will be submitted to the Richland County Council for approval at a regular scheduled County Council Meeting on July 18, 2023, at 6:00 PM.

The FY 2023 Annual Action Plan were prepared after conducting an initial public hearing on the housing and community development needs and meetings with the County staff and officials.

The following CDBG activities are proposed for funding under the FY 2023 Annual Action Plan:

**FY 2023 CDBG Program –**

• CDBG General Administration (20% cap)	=	\$ 344,678.00
• Public Service Activities (15%cap)	=	\$ 258,509.00
• Infrastructure Projects	=	\$ 801,079.00
• Economic Development	=	\$ 100,000.00



• <u>Housing Rehabilitation</u>	=	\$ 219,128.00
<b>Total CDBG</b>	=	<b>\$ 1,723,394.00</b>

**Total FY 2023 CDBG FUNDS FOR PROJECT ACTIVITIES = \$1,723,394.00**

The following activities are proposed for funding under the HOME Program for FY 2023:

**FY 2023 HOME Program –**

• HOME General Administration (10% cap)	=	\$ 94,196.00
• CHDO Set-Aside (15% min.)	=	\$ 141,295.00
• Development of Affordable Housing	=	\$ 556,475.00
• <u>Down Payment Assistance</u>	=	\$ 150,000.00
<b>Total HOME</b>		<b>\$ 941,966.00</b>

**TOTAL FY 2023 HOME FUNDS FOR PROJECT ACTIVITIES = \$941,966.00**

The following activities are proposed for funding under the ESG Program for FY 2023:

**FY 2023 ESG Program –**

• ESG General Administration	=	\$ 11,166.00
• Rapid Re-Housing/Homeless Prevention/HMIS	=	\$ 48,387.00
• <u>Street Outreach/Emergency Shelter</u>	=	\$ 89,329.00
<b>Total ESG</b>		<b>\$ 148,882.00</b>

**TOTAL FY 2023 ESG FUNDS FOR PROJECT ACTIVITIES = \$148,882.00**

If the County would undertake an activity that would result in the displacement of families or individuals, then the County would utilize its policy for minimizing such displacement. Furthermore, the County is responsible for replacing all low- and moderate-income housing units that may be demolished or converted as a result of CDBG funds.

All interested residents and other parties are encouraged to attend this public hearing and they will be given the opportunity to present oral or written testimony concerning the proposed use of Federal funds under the FY 2023 Annual Action Plan. Written or oral comments may be directed to Ms. Callison Richardson, Manager, Grants & Community Development, Richland County Government, Community Planning & Development Department, Community Development Division, 2020 Hampton St. Suite 3058, Columbia, SC 29202, (803) 576 - 2055 or via 711 for the hearing impaired or email at [richardson.callison@richlandcountysc.gov](mailto:richardson.callison@richlandcountysc.gov).

Ms. Sarah Harris  
 Director, Grants & Community Outreach  
 Grants Department  
 Richland County Government

Publish on: Friday, June 16, 2023

Proof of Publication Requested

**FY 2023 CDBG, HOME & ESG Budget for Richland County, SC**

**Grants & Community Outreach - 2023 Annual  
Action Plan and 2022-2026 Five Year Consolidated  
Plan Substantial Amendment  
Attachment 2**

<b>CDBG Funds</b>	\$ 1,723,394.00
<b>HOME Funds</b>	\$ 941,966.00
<b>ESG Funds</b>	\$ 148,882.00
	<b>\$ 2,814,242.00</b>

<b>CDBG General Administration</b>	\$ 344,678.00
<b>Public Service</b>	\$ 258,509.00
<b>Infrastructure Projects</b>	\$ 801,079.00
<b>Economic Development</b>	\$ 100,000.00
<b>Housing Rehabilitation (Operation One Touch)</b>	\$ 219,128.00
	<b>\$ 1,723,394.00</b>

<b>HOME General Administration</b>	\$ 94,196.00
<b>CHDO Set-Aside</b>	\$ 141,295.00
<b>Development of Affordable Housing</b>	\$ 556,475.00
<b>Down Payment Assistance</b>	\$ 150,000.00
	<b>\$ 941,966.00</b>

<b>ESG Administration</b>	\$ 11,166.00
<b>Rapid Re-Housing/Homeless Prevention/HMIS</b>	\$ 48,387.00
<b>Street Outreach/Emergency Shelter</b>	\$ 89,329.00
	<b>\$ 148,882.00</b>

<b>CDBG General Administration</b>	Funds will be used for the overall program administration, coordination, monitoring/evaluation, and public information associated with the preparation of the Annual Action Plan and the Consolidated Annual Performance and Evaluation Report
<b>Public Service</b>	Funds will be used for public service activities to benefit Low- and Moderate-income residents in the County.
<b>Infrastructure Projects</b>	Funds will be used in the unincorporated areas of the County make public infrastructure improvements in low/mod areas.
<b>Economic Development</b>	Funds will be used to assist to assist with economic development activities for example job training, business
<b>Housing Rehabilitation</b>	Funds will be used to assist owners of existing single family owner occupied housing to repair their homes.
<b>HOME General Administration</b>	Funds will be used for the overall program administration, coordination, monitoring/evaluation, and public information associated with the preparation of the Annual Action Plan and Consolidated Annual Performance and Evaluation Report
<b>CHDO Set-Aside</b>	HOME funds will be used to assist a CHDO to increase the number of affordable housing units in the County for owners and renters by assisting with acquisition, soft costs,
<b>Affordable Housing Projects</b>	HOME funds will be used to assist in the development of affordable housing in the County for owners and renters by assisting with acquisition, soft costs, construction, and
<b>Down Payment Assistance</b>	HOME funds will be used to provide deferred, forgivable loans to qualified, first-time homebuyers who require down-payment and closing cost assistance toward the purchase of their home and who wish to buy a house located within the

<b>ESG Administration</b>	Funds will be used for the overall program administration, coordination, monitoring/evaluation, and public information associated with the ESG program.
<b>Rapid Re-Housing/Homeless Prevention/HMIS</b>	Funds will be used for rapid re-housing, homeless prevention, and HMIS system.
<b>Street Outreach/Emergency Shelter</b>	Funds will be used for operating expenses and essential services for shelters.



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# **RICHLAND COUNTY, SOUTH CAROLINA**

2020 Hampton Street  
Columbia, SC 29201

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## **FY 2022 - 2026 Five Year Consolidated Plan and FY 2022 Annual Action Plan - Substantial Amendment # 1**

*For Submission to HUD for the  
Community Development Block Grant, HOME Investment  
Partnership, and Emergency Solutions Grants Programs*

August 2023

Honorable Overture Walker  
Chair, County of Richland Council



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- Resale Policy
- Amended Citizen Participation Plan





### **Substantial Amendment # 1:**

*The first amendment was submitted to HUD on or before August 15, 2023 to amend the Five Year Consolidated Plan to add the Emergency Solutions Grants (ESG) program. Richland County has been notified by the U.S. Department of Housing and Urban Development (HUD) that it is eligible to receive Emergency Solutions Grant (ESG) funds as a Federal entitlement community in 2023. To accept these funds the County needs to amend its FY 2022-2026 Five Year Consolidated Plan to add the ESG funds into this document.*

## **Executive Summary**

### **ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

Established in 1785, Richland County is the county seat of Richland County, South Carolina and is home to over 400,000 residents. Originally centered around agriculture (Richland County is named after the rich farming land used to support large indigo and cotton crops), Richland County is now the second-most populous county in South Carolina and is home to the military community at Fort Jackson, well-regarded educational institutions, and state-of-the-art hospital systems.

Richland County is a vibrant community with great amounts of racial, economic, and cultural diversity. According to the 2016-2020 American Community Survey, 44.0% of the County population is White and 47.4% of the population is Black or African American. The County also has a notable and growing Hispanic or Latino community which makes up 5.3% of the



population. 16.5% of the County population is in poverty while the median income of \$54,441 is similar to the Statewide median income of \$54,864. Over half of all County residents live in unincorporated areas.

Richland County, South Carolina is an entitlement community under the U.S. Department of Housing & Urban Development's (HUD) for the following Federal Programs:

- Community Development Block Grant (CDBG)
- HOME Investment Partnership (HOME)

In compliance with the HUD regulations, Richland County has prepared this FY 2022-2026 Five-Year Consolidated Plan for the period of October 1, 2022, through September 30, 2026. This Five-Year Consolidated Plan is a strategic plan for the implementation of the County's Federal Programs for housing, community and economic development, and the homeless population within Richland County.

The County has established the following FY 2022-2026 Five-Year Consolidated Plan Strategies for the next five (5) year period:

- Housing Strategy
- Homeless Strategy
- Other Special Needs Strategy
- Community Development Strategy
- Economic Development Strategy
- Administration, Planning and Management Strategy

The Five-Year Consolidated Plan outlines the specific initiatives the County will undertake to address its needs and objectives by promoting:

- the improvements of County infrastructure;
- the rehabilitation and construction of decent, safe, and sanitary housing;
- affordable housing;
- homeownership programs;
- a suitable living environment;
- the improvement of public service programs;
- the expansion of economic opportunities;
- the removal of slums and blighting conditions;
- fair housing; and
- principally benefitting low- and moderate-income persons.

The Five-Year Consolidated Plan is a collaborative effort of Richland County, the community at large, social service agencies/organizations, housing providers, community development agencies/organizations, and economic development agencies/organizations. The planning process was accomplished through a series of public meetings, stakeholder interviews, resident surveys, statistical data, and review of the County's Comprehensive Plan and other community plans.

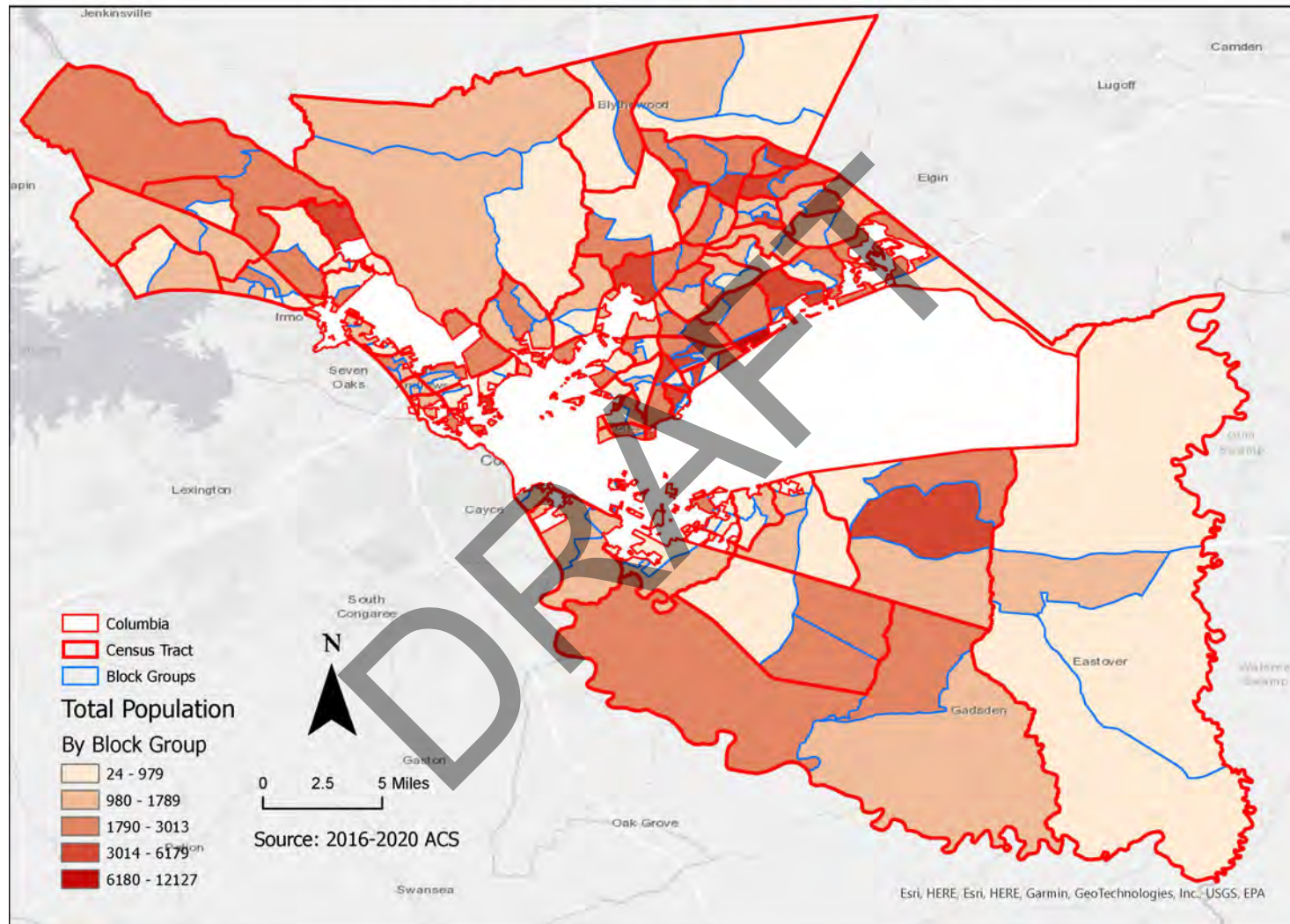
The Columbia Housing Authority is the designated Housing Authority for Richland County.

### Maps:

The following maps illustrate the demographic characteristics of Richland County:

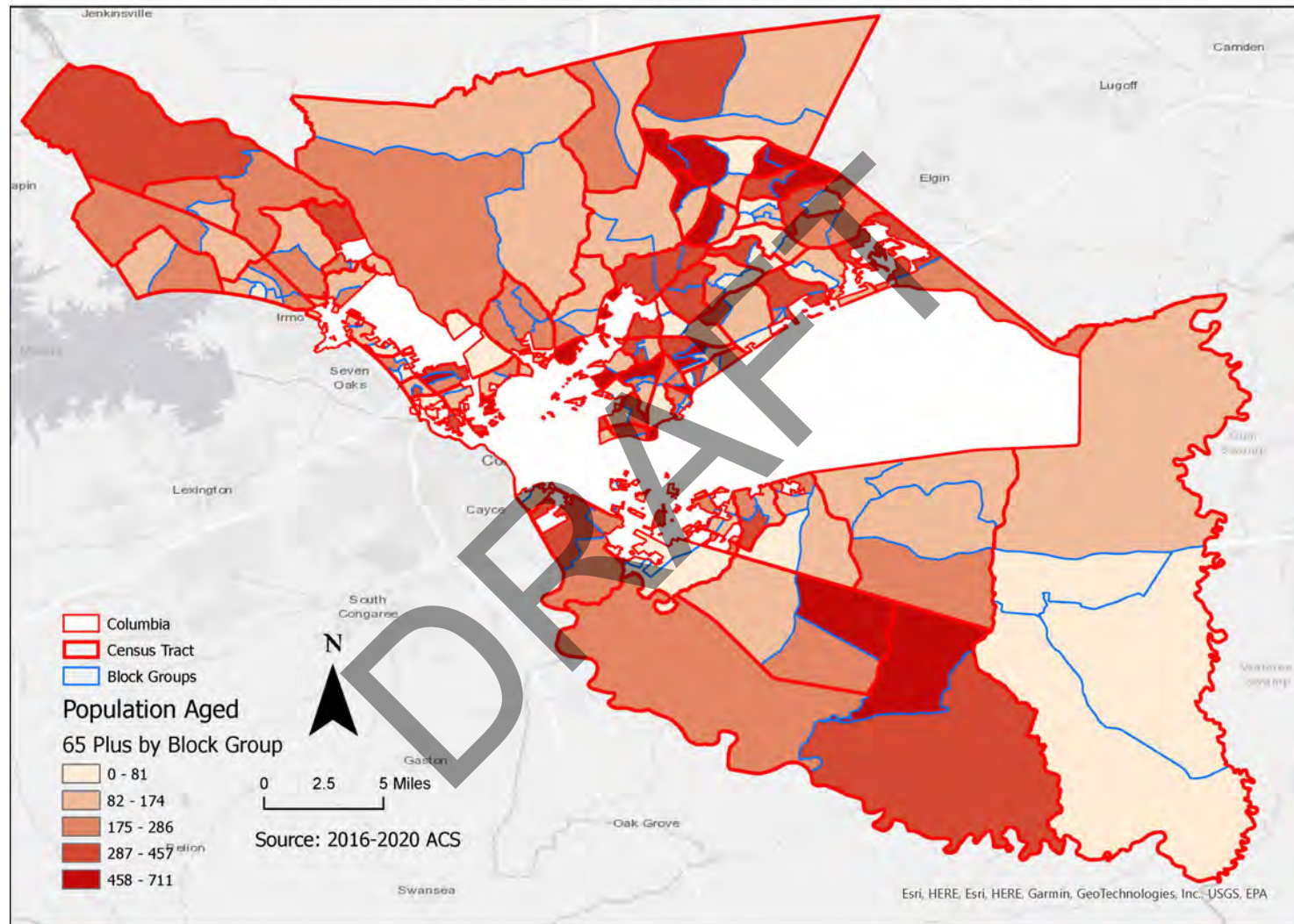
- Total Population by Block Group
- Total Population Age 65+ by Block Group
- Percent Population Age 65+ by Block Group
- Percent White Population by Block Group
- Percent Minority Population by Block Group
- Number of Housing Units by Block Group
- Percent Owner-Occupied Housing Units by Block Group
- Percent Renter-Occupied Housing Units by Block Group
- Percent Vacant Housing Units by Block Group
- Low/Moderate Income Percentage by Block Group

### Population By Block Group, Richland County, SC



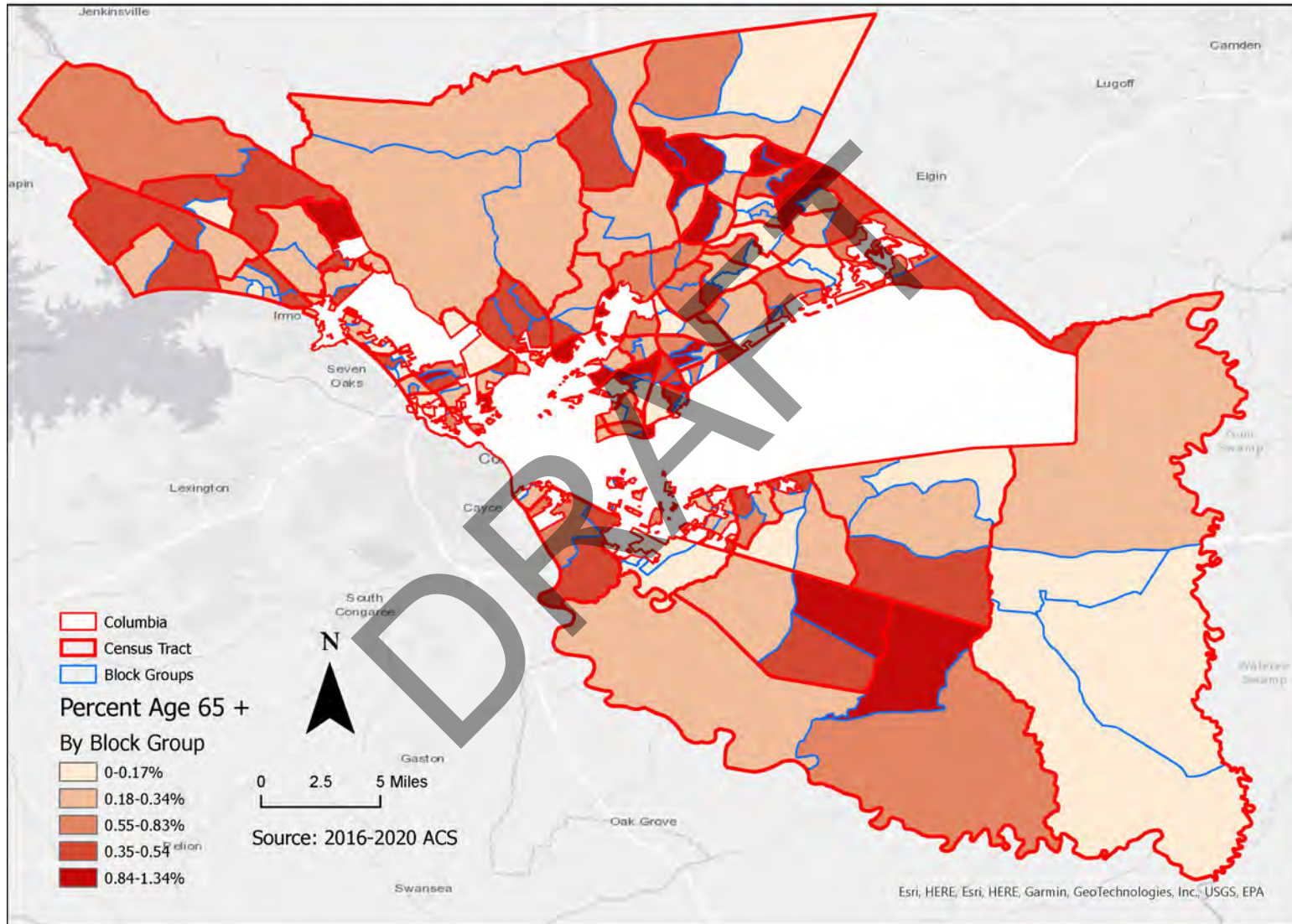
**Total Population by Block Group (Source: 2016-2020 American Community Survey)**

### Population Aged 65 + By Block Group, Richland County, SC



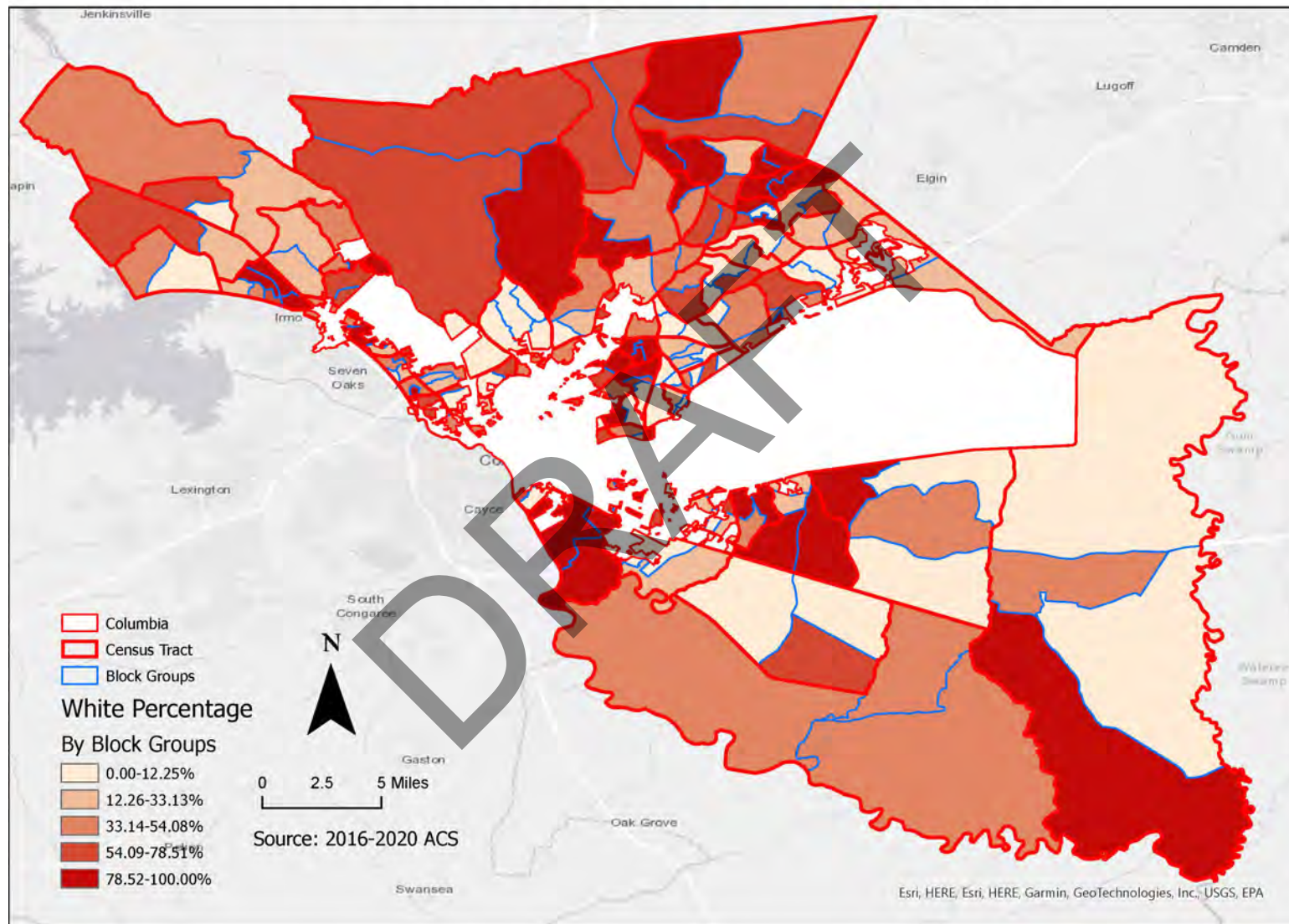
**Total Population Age 65+ by Block Group (Source: 2016-2020 American Community Survey)**

### Percent Aged 65 + By Block Group, Richland County, SC



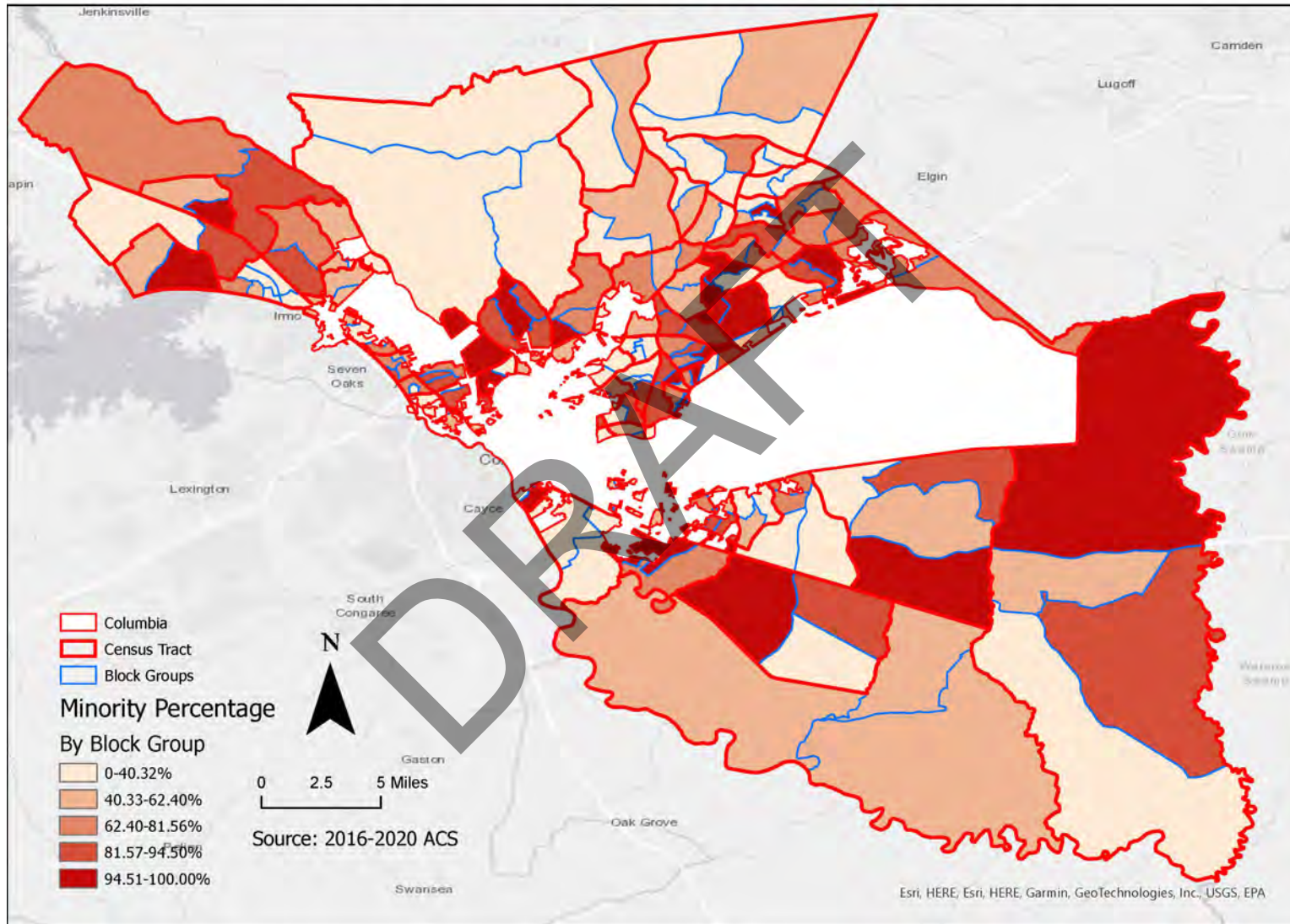
**Percent Population Age 65+ by Block Group (Source: 2016-2020 American Community Survey)**

### White Population By Block Group, Richland County, SC



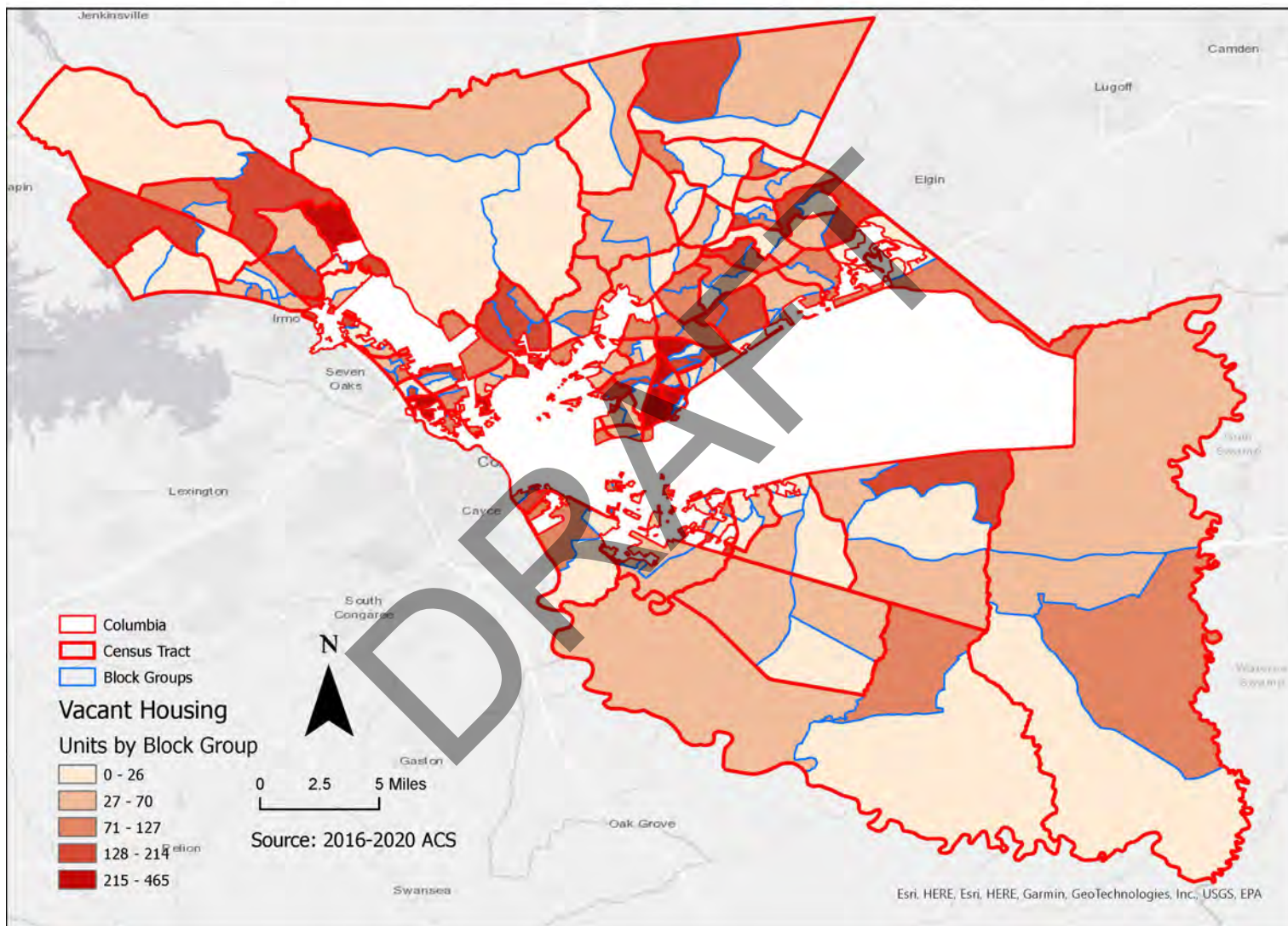
**Percent White Population by Block Group (Source: 2016-2020 American Community Survey)**

### Minority Population By Block Group, Richland County, SC



**Percent Minority Population by Block Group (Source: 2016-2020 American Community Survey)**

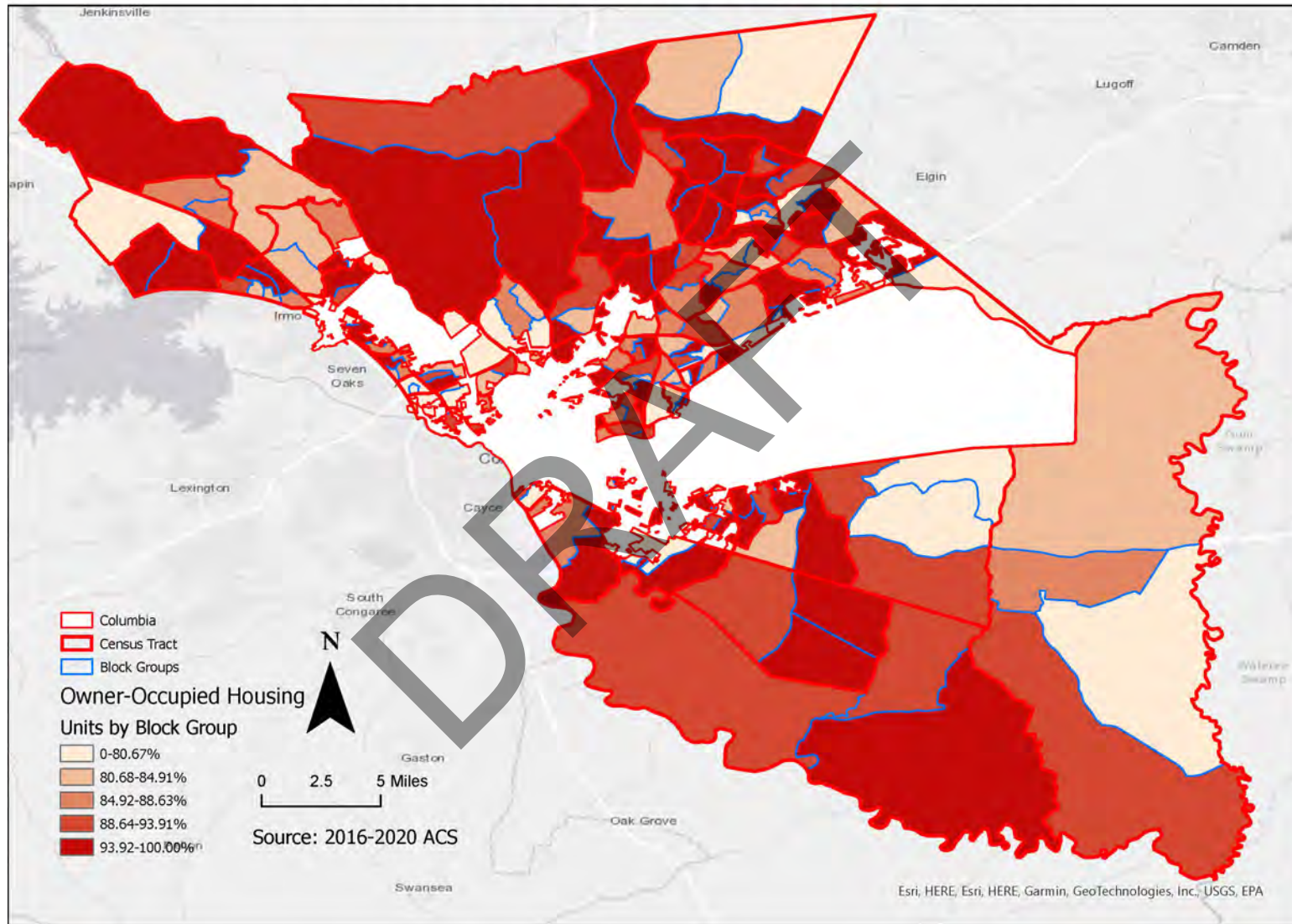
### Number of Housing Units By Block Group, Richland County, SC



**Number of Housing Units by Block Group (Source: 2016-2020 American Community Survey)**

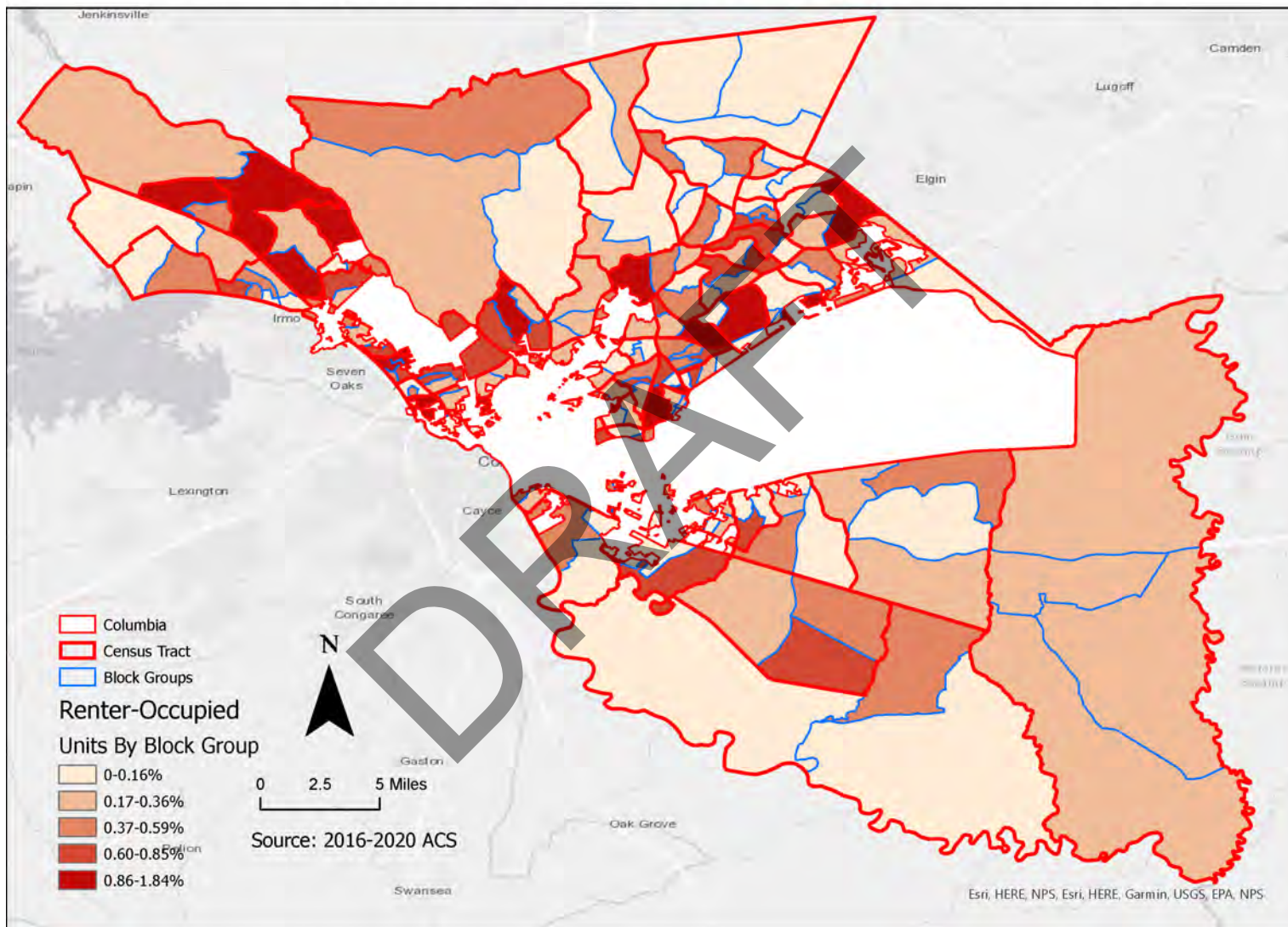


### Percent Owner-Occupied By Block Group, Richland County, SC



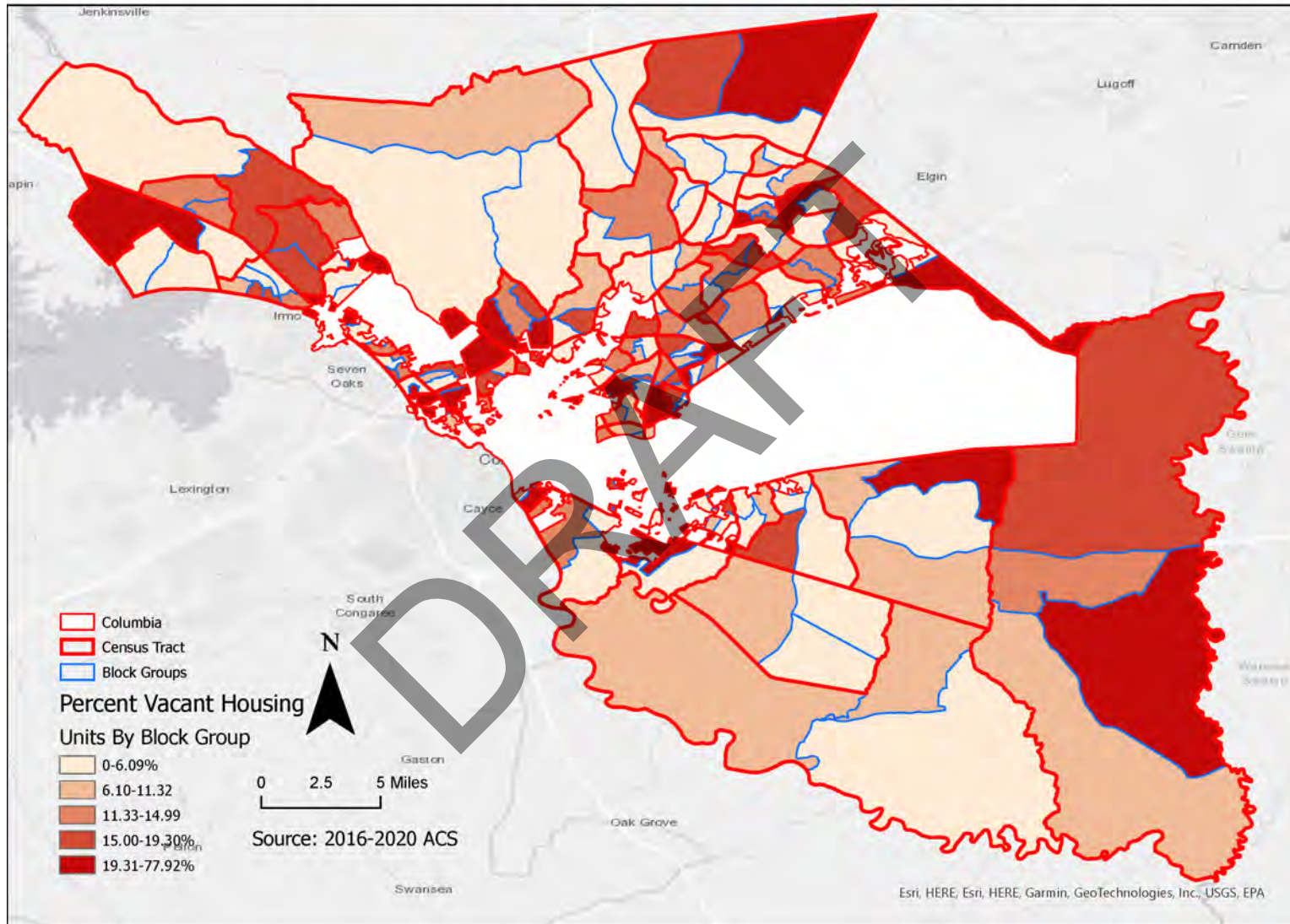
**Percent Owner-Occupied Housing Units by Block Group (Source: 2016-2020 American Community Survey)**

### Renter-Occupied Housing Units By Block Group, Richland County, SC



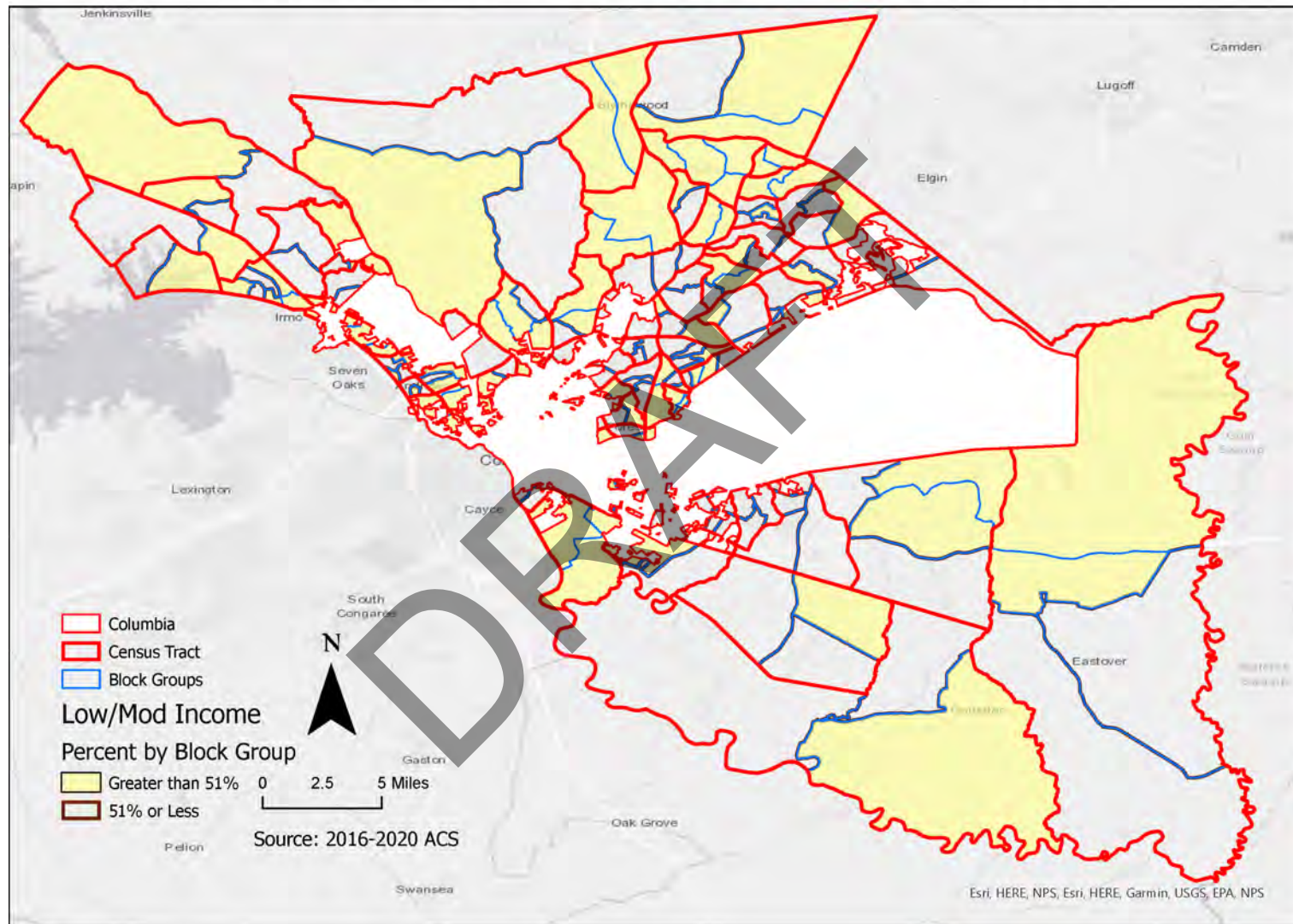
**Percent Renter-Occupied Housing Units by Block Group (Source: 2016-2020 American Community Survey)**

### Percent Vacant Housing Units By Block Group, Richland County, SC



Percent Vacant Housing Units by Block Group (Source: 2016-2020 American Community Survey)

### Low/Moderate Income By Block Group, Richland County, SC



**Low/Moderate Income Percentage by Block Group (Source: 2016-2020 American Community Survey)**

## 2. Summary of the objectives and outcomes identified in the Plan Needs Assessment

### Overview

The purpose of Richland County's FY 2022-2026 Five-Year Consolidated Plan is to serve as a consolidated planning document, an application, and a strategic plan for the County's use of CDBG and HOME funds. The following are strategies, priority needs, objectives, and goals that have been identified for the five-year period of FY 2022 through FY 2026:

#### Housing Strategy - (High Priority)

**Priority Need:** There is a need to increase the supply of affordable, housing for homeowners and renters, that is decent, safe and sanitary.

**Objective:** Improve, preserve, and expand the supply of affordable housing for low- and moderate-income persons and families.

#### **Goals:**

- **HSG-1 Homeownership** - Continue to assist low- and moderate-income potential homebuyers to purchase homes through down payment assistance, closing cost assistance, housing rehabilitation assistance and required housing counseling training.
- **HSG-2 Owner-occupied Housing Rehabilitation** - Conserve and rehabilitate existing affordable housing units occupied by low- and moderate-income homeowners in the community by providing financial assistance to addressing code violations, emergency repairs, energy efficiency improvements, and accessibility for persons with disabilities.
- **HSG-3 Housing Construction/Rehabilitation** - Increase the supply of decent, safe and sanitary, and accessible housing that is affordable to both owners and renters in the County by assisting with acquisition, site improvements, development fees, new construction and rehabilitation of vacant buildings.
- **HSG-4 Renter-occupied Rehabilitation** - Provide financial assistance to landlords to rehabilitate affordable housing units for that are rented to low- and moderate-income tenants.
- **HSG-5 Fair Housing** - Promote fair housing choice through education, training and outreach to affirmatively furthering fair housing throughout the County.

#### Homeless Strategy - (High Priority)

**Priority Need:** There is a continuing need for services and housing opportunities for homeless persons and persons/families at-risk of becoming homeless.

**Objective:** Work with community partners to improve the living conditions and support services available for homeless persons, families, and those who are at risk of becoming homeless.

#### **Goals:**

- **HMS-1 Operation/Support** – Financially assist providers to operate housing and support services for the homeless and persons at-risk of becoming homeless.
- **HMS-2 Prevention and Housing** - Continue to support the prevention of homelessness through anti-eviction activities and programs for rapid re-housing.
- **HMS-3 Housing** - Support the rehabilitation of, including accessibility improvements, for emergency shelters, transitional housing, and permanent housing for the homeless.
- **HMS-4 Continuum of Care** - Support the local Continuum of Care's (CoC) efforts to provide emergency shelter and permanent supportive housing to persons and families who are homeless or who are at risk of becoming homeless.
- **HMS-5 Permanent Housing** - Promote the development of permanent supportive housing for homeless individuals and families.

#### **Other Special Needs Strategy - (High Priority)**

**Priority Need:** There is a need to increase housing opportunities, services, and facilities for persons with special needs.

**Objective:** Improve the living conditions and services for those residents with special needs, including the disabled population.

#### **Goals:**

- **SNS-1 Housing** - Increase the supply of affordable housing that is accessible, decent, safe, and sanitary for the elderly, persons with disabilities, persons with developmental disabilities, persons with HIV/AIDS, victims of domestic violence, persons recovering from alcohol/drug dependency, and persons with other special needs, through rehabilitation of existing buildings and new construction of housing.
- **SNS-2 Social Services** - Support social service programs and facilities for the elderly, persons with disabilities, persons with developmental disabilities, persons with HIV/AIDS, victims of domestic violence, victims of sexual assault, victims of human trafficking, persons recovering from alcohol/drug dependency, persons recently leaving incarceration, and persons with other special needs.
- **SNS-3 Accessibility** - Improve the accessibility of owner-occupied housing through rehabilitation and support/improve renter occupied housing by making reasonable accommodations for the physically disabled by removing architectural barriers.

#### **Community Development Strategy - (High Priority)**

**Priority Need:** There is a continuing need to upgrade and improve community facilities, infrastructure, public services and revitalize socially and economically distressed neighborhoods in the County.

**Objective:** Improve the community facilities, infrastructure, public services, public safety, and transportation, along with the elimination of blighting influences in the County.

**Goals:**

- **CDS-1 Community Facilities** - Improve parks, recreational facilities, neighborhood facilities, trails and libraries including accessibility improvements to public buildings and all community facilities in the County.
- **CDS-2 Infrastructure** - Improve the public infrastructure through rehabilitation, reconstruction, and new construction of streets; sidewalks; bridges; curbs; share the road and segmented multiuse pathways; storm water management; water system improvements; sanitary sewer system; lighting enhancements; broadband infrastructure; handicap accessibility improvements and removal of architectural barriers.
- **CDS-3 Accessibility Improvements** - Improve the physical and visual accessibility of community facilities, infrastructure, and public buildings.
- **CDS-4 Food Programs** - Provide assistance for food and nutritional programs to address the needs of unemployed, underemployed, and homeless.
- **CDS-5 Public Services** - Improve and enhance public services, programs for youth, the elderly, and persons with disabilities, along with general social/welfare public service programs for low- and moderate-income persons and households.
- **CDS-6 Public Safety** - Improve public safety facilities for fire protection, purchase of new fire equipment, crime prevention, and ability to respond to emergency health and safety situations.
- **CDS-7 Clearance/Demolition** – Remove and eliminate slum and blighting conditions through the demolition of vacant, abandoned and dilapidated structures on a spot basis and/or area-wide basis.
- **CDS-8 Revitalization** - Promote neighborhood revitalization in strategic areas of the County through acquisition, demolition, rehabilitation, code enforcement, infrastructure improvements, new housing construction, public and community facilities improvements, etc.

**Economic Development Strategy - (High Priority)**

**Priority Need:** There is a need to increase opportunities for economic advancement and self-sufficiency, as well as educational (social/life skills) training and empowerment for all residents of the County.

**Objective:** Improve and expand employment opportunities in the County for low- and moderate-income persons and families.

**Goals:**

- **EDS-1 Employment** - Support and encourage new job creation, job retention, workforce development, employment, and job training services for the unemployed and underemployed persons, as well as entrepreneurship and small business development.

- **EDS-2 Financial Incentives/Assistance** - Support and encourage new economic development through local, state, and Federal tax incentives and programs such as Tax Incremental Financing (TIF), real property tax rebate program, Community Development Block Grant and HOME Partnership Program Funds, Section 108 Loan Guarantees, Economic Development Initiative (EDI) funds, Opportunity Zones, New Market Tax Credits, including technical assistance programs and low interest loans, etc.
- **EDS-3 Redevelopment Programs** - Plan and promote the development, redevelopment, and revitalization of economically distressed areas of the County, including vacant and underutilized commercial and industrial sites including underutilized brownfield sites.

#### **Administration, Planning, and Management Strategy - (High Priority)**

**Priority Need:** There is a need for planning, administration, management, and oversight of Federal, State, and local funded programs to address the housing and community and economic development needs.

**Objective:** Provide sound and professional planning, administration, oversight and management of Federal, State, and local funded programs and activities.

**Goals:**

- **AMS-1 Overall Coordination** - Provide program management and oversight for the successful administration of Federal, State, and locally funded programs, including planning services for special studies, annual action plans, five-year consolidated plans, substantial amendments, consolidated annual performance and evaluation reports (CAPER), environmental reviews (ERR) and Section 106 clearances (SHPO), fair housing, and compliance with all Federal, State, and local laws and regulations.
- **AMS-2 Special Studies/Management** - Promote new development by providing funds to assist with the preparation of special studies, plans, and management activities related to these activities.
- **AMS-3 Fair Housing** - Provide funds for training, education, outreach, and monitoring to affirmatively further fair housing in the County.

### **3. Evaluation of past performance**

Richland County has a good performance record with HUD. The County regularly meets the performance standards established by HUD. Each year the County prepares its Consolidated Annual Performance Evaluation Report (CAPER). This report is submitted within ninety (90) days after the start of the new program year. Copies of the CAPER are available for review at the Richland County Office of Community Development website:

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



The FY 2020 CAPER, which was the fourth CAPER for the FY 2017-2021 Five-Year Consolidated Plan, was submitted in IDIS and approved by HUD. In the FY 2020 CAPER, Richland County expended 98.96% of its CDBG funds to benefit low- and moderate-income persons. The County expended 11.01% of its funds during the FY 2020 CAPER period on public service, which is below the statutory maximum of 15%. The County expended 19.42% of its funds during this CAPER period on Planning and Administration, which is below the statutory maximum of 20%. The County has met the required 1.5 maximum drawdown ratio with a drawdown ratio of 1.03.

The HOME program is also being administered in a timely manner and in accordance with applicable activity limitations and match requirements. Richland County met its HOME Match requirements for the FY 2020 Program. Richland County has an excess of matching funds in the amount of \$212,570 for the HOME Program.

#### 4. Summary of citizen participation process and consultation process

Richland County has followed its Citizen Participation Plan in the planning and preparation of the Five-Year Consolidated Plan and FY 2022 Annual Action Plan. The County held two (2) community meetings (Needs Public Hearings) in the Southeast and Northeast sections of the County. The following community meetings were held:

- **Monday, May 9, 2022 – Southeast at 6:00 PM** – Richland Library Southeast - 9421 Garners Ferry Road, Columbia, SC 29209
- **Wednesday, May 11, 2022 – Northeast at 6:00 PM** – Richland Library Northeast - 7490 Parklane Road, Columbia, 29223

The two (2) community meetings (Needs Public Hearings) provided the residents, agencies, and organizations with the opportunity to discuss the County's CDBG and HOME Programs and to provide suggestions for future CDBG and HOME Programs priorities and activities. Richland County advertised in one (1) local newspaper, flyers, and on social media. The ad appeared in "The State" on Monday, February 28, 2022.

Additionally, the County developed and disseminated an online citizen's survey at the following address: <https://www.surveymonkey.com/r/RichlandCountyCDBG>.

The County developed the plans based on resident input, the information obtained from agencies, organizations, and meetings with other County staff and departments.

The "Draft" Plan was on display for a 30-day period beginning Friday, July 8, 2022. The availability for review of the "draft plan" was advertised in the local newspaper and on social media and the plan was placed on display at Richland County's website:

<https://www.richlandcountysc.gov/> and hard copies of the plan were available for review at 2020 Hampton Street, Suite 3058, Columbia, South Carolina.

#### **Substantial Amendment # 1:**

Richland County ran a newspaper notice on Friday, June 16, 2023 of the FY 2022-2026 Five Year Consolidated Plan - Substantial Amendment # 1. The County accepted public comments until Monday, July 17, 2023. The County held a Public Hearing on the Substantial Amendment on Thursday, July 13, 2023, at 6:30 PM. The public hearing was held in Council Chambers located 2020 Hampton Street, Columbia, South Carolina 29201. The purpose of the Public Hearing was to present the Substantial Amendment to the residents.

#### **5. Summary of public comments**

The County held two (2) community meetings (Needs Public Hearings) in the Southeast and Northeast sections of the County. The following community meetings were held:

- **Monday, May 9, 2022 – Southeast at 6:00 PM** – Richland Library Southeast - 9421 Garners Ferry Road, Columbia, SC 29209
- **Wednesday, May 11, 2022 – Northeast at 6:00 PM** – Richland Library Northeast - 7490 Parklane Road, Columbia, 29223

The Richland County Resident Survey was live from May 2022 until June 10, 2022. The results of the resident surveys are in the attachment section.

The minutes of the roundtable discussions and public meetings are in the attachment section.

The Five-Year Consolidated Plan and FY 2022 Annual Action Plan was placed on public display and a Public Hearing was held on Thursday, July 28, 2022. Comments that were received at the Public Hearings are included in the attachment section.

#### **Substantial Amendment # 1:**

Comments received at the Public Hearing and during the display period are included in the Citizen Participation section at the end of this plan.

## 6. Summary of comments or views not accepted and the reasons for not accepting them

All comments and suggestions received to date, have been accepted and incorporated into the planning documents.

### **Substantial Amendment # 1:**

Richland County accepted all comments.

## 7. Summary

The main goals of the Five-Year Consolidated Plan are to improve the living conditions of all residents in Richland County, create a suitable and sustainable living environment, and to address the housing and community development needs of the residents.

The Five-Year Consolidated Planning process requires the County to state in a single document its strategy to pursue goals for all housing, community development, and planning programs. The County will use the Five-Year Consolidated Plan's goals and objectives to allocate the next five (5) years of CDBG and HOME funds and to provide direction to other partners addressing the housing and community development needs of the low- and moderate-income population of Richland County. HUD will evaluate the County's performance under the Five-Year Consolidated Plan against these goals.

### **Substantial Amendment # 1:**

Richland County ran a newspaper notice on Friday, June 16, 2023 of the FY 2022-2026 Five Year Consolidated Plan - Substantial Amendment # 1. The County accepted public comments until Monday, July 17, 2023. The County held a Public Hearing on the Substantial Amendment on Thursday, July 13, 2023, at 6:30 PM. The public hearing was held in Council Chambers located 2020 Hampton Street, Columbia, South Carolina 29201.

The Substantial Amendment # 1 was re-submitted in IDIS to HUD on or before August 15, 2023 once the public comments period ended.

## 8. Budget

During the FY 2022 Program Year, Richland County, SC will receive the following Federal funds:

- CDBG: \$1,693,966.00

- HOME: \$868,030.00
- **Total: \$2,561,996.00**

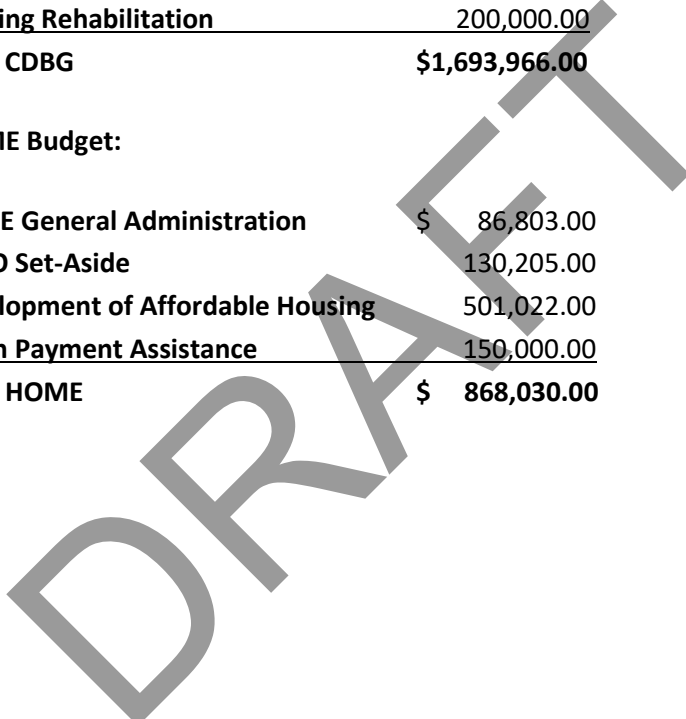
Richland County proposes to undertake the following activities with the FY 2022 CDBG Grant, CDBG Program Income, HOME Grant and HOME Program Income:

**FY 2022 CDBG Budget:**

- **CDBG General Administration**                     \$ 338,793.00
- **Public Service Activities**                             254,094.00
- **Infrastructure Projects**                                 801,079.00
- **Economic Development**                               100,000.00
- **Housing Rehabilitation**                               200,000.00
- **Total CDBG**   **\$1,693,966.00**

**FY 2022 HOME Budget:**

- **HOME General Administration**                     \$ 86,803.00
- **CHDO Set-Aside**   130,205.00
- **Development of Affordable Housing**               501,022.00
- **Down Payment Assistance**                           150,000.00
- **Total HOME**   **\$ 868,030.00**



## The Process

### PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

*The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.*

Agency Role	Name	Department/Agency
CDBG Administrator	Richland County	Grants & Community Outreach
HOME Administrator	Richland County	Grants & Community Outreach
ESG Administrator	Richland County	Grants & Community Outreach

**Table 1 – Responsible Agencies**

### Narrative

The administering lead agency and administrator is the County’s Department of Community Planning and Development for the CDBG, HOME, and ESG programs. The Department is responsible for preparing the Five-Year Consolidated Plan, Annual Action Plans, Environmental Review Records (ERR’s), the Consolidated Annual Performance Evaluation Reports (CAPER), project monitoring, pay requests, contracting, and oversight of the programs on a day-to-day basis. In addition, Richland County has a private planning consulting firm available to assist the County when needed.

### Consolidated Plan Public Contact Information

Ms. Sarah Harris, MOL  
 Director, Grants & Community Outreach  
 Grants Department  
 Richland County Government  
 2020 Hampton St.  
 Columbia, SC 29204  
[harris.sarah@richlandcountysc.gov](mailto:harris.sarah@richlandcountysc.gov)

## **PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)**

### **1. Introduction**

Richland County held a series of meetings and interviews with non-profits, the Columbia Housing Authority, local housing providers, social service agencies, community and economic development organizations, the local Continuum of Care members, local leaders of faith-based organizations, local business representatives, and County department representatives. An online survey was created for stakeholders and residents to complete which identified needs, gaps in the system, and programmatic goals for the next five years. Input from the meetings and surveys were used in the development of specific strategies and priorities for the Five-Year Plan.

The CDBG application process includes inviting local agencies/organizations to submit proposals for eligible activities and participate in the consultation process by attending public hearings, roundtable discussions or responding directly to surveys.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).**

Richland County works with the following agencies to enhance coordination:

- **Columbia Housing Authority** - Section 8 Housing Choice Vouchers and improvements to public housing communities
- **Midlands Area Consortium for the Homeless (MACH)** - Continuum of Care to coordinate services for the homeless
- **Social Services Agencies** - funds to improve services to low- and moderate-income persons.
- **Housing Providers** - funds to rehabilitate and develop affordable housing and provide housing options for low- and moderate-income households.

The County, through its Citizen Participation Process, asked local agencies and organizations to submit proposals for CDBG and HOME eligible activities. These groups participated in the planning process by attending the public hearings, roundtable discussions, and completing surveys.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families**

**with children, veterans, and unaccompanied youth) and persons at risk of homelessness**

The Midlands Area Consortium for the Homeless (MACH) was awarded \$19,690,185.00 for its Tier 1 FY 2019 Continuum of Care Application.

Richland County is a partner in the Midlands Area Consortium for the Homeless and provides a number of programs and services meant to serve and house the homeless and at-risk population in the County using CDBG and HOME funding.

Through MACH, Richland County coordinates with over fifty local public, private, non-profit and faith-based partner organizations to address the varied needs of the County's homeless and at-risk population, including youth, families, veterans, and those with mental health issues.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS**

Richland County does not receive Emergency Solutions Grant (ESG) funds. Organizations receiving CDBG funds through Richland County are evaluated through a monitoring process described in the 2017 Annual Action Plan and are expected to meet performance standards defined in their grant contracts. Since August 1, 2012, Richland County has transferred the administrative role of HMIS grants to the United Way of the Midlands. The county worked with the United Way of the Midlands to form a Midlands Housing Trust Fund (MHTF) program to assist with maintaining the affordability of housing for low- to moderate-income citizens by use of general County discretionary funds. Through these efforts, Richland County assists the MHTF to close the gap on affordable housing and other needs to end chronic homelessness in the Midlands. These efforts also provide gap financing and incentives to nonprofits and developers to create affordable housing for low- and moderate-income populations.

- 2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1.	Agency/Group/Organization	Midlands Area Consortium for the Homeless (MACH)
	Agency/Group/Organization Type	Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children Anti-poverty Strategy Community Development Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Was consulted for their input on the needs and goals for Richland County.
2.	Agency/Group/Organization	Richland County Council
	Agency/Group/Organization Type	Civic Leaders Other Government- County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Non-housing Community Development Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	One member of the County Council was consulted for their input on the needs and goals for Richland County.
3.	Agency/Group/Organization	Columbia Housing Authority
	Agency/Group/Organization Type	Public Housing Agency (PHA) Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Non-housing Community Development Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Was consulted for their input on the needs and goals for Richland County.
4.	Agency/Group/Organization	Town of Irmo, SC
	Agency/Group/Organization Type	Civic Leaders Other Government - Local



	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Non-housing Community Development Strategy Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
<b>5.</b>	<b>Agency/Group/Organization</b>	<b>Town of Blythewood, SC</b>
	<b>Agency/Group/Organization Type</b>	Civic Leaders Other Government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Non-housing Community Development Strategy Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
<b>6.</b>	<b>Agency/Group/Organization</b>	<b>CASA</b>
	<b>Agency/Group/Organization Type</b>	Services - Children
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis Anti-poverty Strategy Community Development Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for the Richland County.
<b>7.</b>	<b>Agency/Group/Organization</b>	<b>Richland County Sheriff's Department</b>
	<b>Agency/Group/Organization Type</b>	Civic Leaders Other Government- County
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis Anti-poverty Strategy Community Development Strategy

	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
8.	<b>Agency/Group/Organization</b>	<b>Richland County Emergency Services Department</b>
	<b>Agency/Group/Organization Type</b>	Other Government- County Agency- Emergency Management
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis Anti-poverty Strategy Community Development Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
9.	<b>Agency/Group/Organization</b>	<b>Richland County Utilities Department</b>
	<b>Agency/Group/Organization Type</b>	Other Government- County Agency - Management of Public Land or Water Resources
	<b>What section of the Plan was addressed by Consultation?</b>	Community Development Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
10.	<b>Agency/Group/Organization</b>	<b>The Real Church</b>
	<b>Agency/Group/Organization Type</b>	Other- Faith-Based Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Market Analysis Anti-poverty Strategy Community Development Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.

11.	<b>Agency/Group/Organization</b>	<b>Mirci</b>
	<b>Agency/Group/Organization Type</b>	Services - Housing Services - Children Services-Persons with Disabilities Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Homelessness Needs- Unaccompanied Youth Non-Homeless Special Needs Market Analysis Anti-poverty Strategy Community Development Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
12.	<b>Agency/Group/Organization</b>	<b>Catholic Charities</b>
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services - Children Services - Elderly Persons Services - Persons with Disabilities Services - Persons with HIV/AIDS Services - Victims of Domestic Violence Services - Homeless Services - Health Services - Employment Services - Victims Regional Organization Planning Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Was consulted for their input on the needs and goals for Richland County.
13.	Agency/Group/Organization	<b>Homeless No More</b>
	Agency/Group/Organization Type	Housing Services- Homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Was consulted for their input on the needs and goals for Richland County.
14.	Agency/Group/Organization	<b>Live Oak Place</b>
	Agency/Group/Organization Type	Housing Services- Homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Was consulted for their input on the needs and goals for Richland County.
15.	Agency/Group/Organization	<b>Alston Wilkes Society</b>
	Agency/Group/Organization Type	Housing Services- Homeless Services- Persons with Disabilities Services- Health

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
<b>16.</b>	<b>Agency/Group/Organization</b>	<b>Family Promise of the Midlands</b>
	<b>Agency/Group/Organization Type</b>	Housing Services- Homeless Services - Children Services- Education
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
<b>17.</b>	<b>Agency/Group/Organization</b>	<b>Oliver Gospel</b>
	<b>Agency/Group/Organization Type</b>	Housing Services- Homeless Services- Persons with Disabilities Services- Health

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
<b>18.</b>	<b>Agency/Group/Organization</b>	<b>Shepherds Transformation</b>
	<b>Agency/Group/Organization Type</b>	Housing Services- Homeless Services- Persons with Disabilities Services- Health
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
<b>19.</b>	<b>Agency/Group/Organization</b>	<b>Santee Lynch Affordable Housing</b>
	<b>Agency/Group/Organization Type</b>	Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
<b>20.</b>	<b>Agency/Group/Organization</b>	<b>Midlands Fatherhood Program</b>
	<b>Agency/Group/Organization Type</b>	Services- Homeless Services - Children Services- Education
	<b>What section of the Plan was addressed by Consultation?</b>	Anti-poverty Strategy Community Development Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.

21.	<b>Agency/Group/Organization</b>	<b>Richland County Public Library System</b>
	<b>Agency/Group/Organization Type</b>	Services- Education Services- Housing Services- Persons with Disabilities Services- Narrowing the Digital Divide
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs- Chronically Homeless Anti-poverty Strategy Community Development Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
22.	<b>Agency/Group/Organization</b>	<b>Sisters of Charity Foundation</b>
	<b>Agency/Group/Organization Type</b>	Services - Children Services - Elderly Persons Services - Persons with Disabilities Services - Persons with HIV/AIDS Services - Victims of Domestic Violence Services - Homeless Services - Health Services - Education Services - Victims Regional Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
23.	<b>Agency/Group/Organization</b>	<b>Cooperative Ministries</b>
	<b>Agency/Group/Organization Type</b>	Services - Health Services - Education Services - Employment

	<b>What section of the Plan was addressed by Consultation?</b>	Anti-poverty Strategy Community Development Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
<b>24.</b>	<b>Agency/Group/Organization</b>	<b>Harvest Hope Food Bank</b>
	<b>Agency/Group/Organization Type</b>	Services - Children Services - Elderly Persons Services - Health Services - Education Regional Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Needs - Families with Children Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
<b>25.</b>	<b>Agency/Group/Organization</b>	<b>Richland One School District</b>
	<b>Agency/Group/Organization Type</b>	Services - Children Services - Health Services - Education Child Welfare Agency Other Government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Families with Children Homelessness Needs - Unaccompanied Youth Homelessness Strategy Non-Homeless Special Needs Anti-Poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
<b>26.</b>	<b>Agency/Group/Organization</b>	<b>Foodshare SC</b>
	<b>Agency/Group/Organization Type</b>	Services - Children Services - Elderly Persons Services - Health Services - Education Regional Organization



	<b>What section of the Plan was addressed by Consultation?</b>	Anti-poverty Strategy Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
27.	<b>Agency/Group/Organization</b>	<b>SC Uplift Community Outreach</b>
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services - Education
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Needs Assessment Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
28.	<b>Agency/Group/Organization</b>	<b>Home Works</b>
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services - Elderly Persons Services - Persons with Disabilities
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
29.	<b>Agency/Group/Organization</b>	<b>Central SC Habitat for Humanity</b>
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services - Education Regional Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.

30.	<b>Agency/Group/Organization</b>	<b>Silverton Mortgage</b>
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Business Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
31.	<b>Agency/Group/Organization</b>	<b>Caro Federal Credit Union</b>
	<b>Agency/Group/Organization Type</b>	Housing Business Leaders Community Development Financial Institution
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
32.	<b>Agency/Group/Organization</b>	<b>Prisma</b>
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services - Children Services - Elderly Persons Services - Persons with Disabilities Services - Persons with HIV/AIDS Services - Homeless Services - Health Health Agency Regional Organization Major Employer
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy

	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
33.	<b>Agency/Group/Organization</b>	<b>Reconciliation Ministries</b>
	<b>Agency/Group/Organization Type</b>	Services - Housing Services - Health Other: Religious Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
34.	<b>Agency/Group/Organization</b>	<b>SC Legal</b>
	<b>Agency/Group/Organization Type</b>	Services - Victims Regional Organization Other: Services - Legal
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Homeless Needs - Families with children Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
35.	<b>Agency/Group/Organization</b>	<b>Pathways to Healing</b>
	<b>Agency/Group/Organization Type</b>	Services - Victims of Domestic Violence Services - Education Services - Victims Health Agency Regional Organization Other: Services - Victims of Sexual Assault Other: Services - Legal
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.

36.	<b>Agency/Group/Organization</b>	<b>Brookland-Lakeview Empowerment Center</b>
	<b>Agency/Group/Organization Type</b>	Services - Children Services - Persons with Disabilities Services - Health Services - Education Child Welfare Agency
	<b>What section of the Plan was addressed by Consultation?</b>	Anti-poverty Strategy Homeless Needs - Chronically Homeless Homeless needs - Families with children Homelessness Strategy Non-Homeless Special Needs Economic Development
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
37.	<b>Agency/Group/Organization</b>	<b>Christ Central Ministries</b>
	<b>Agency/Group/Organization Type</b>	Services - homeless Services - Persons with Disabilities Services - Education Regional Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Anti-poverty Strategy Homeless Needs - Chronically Homeless Homeless needs - Families with children Homelessness Strategy Non-Homeless Special Needs Economic Development
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for the Richland County.
38.	<b>Agency/Group/Organization</b>	<b>Healthy Learners Midlands</b>
	<b>Agency/Group/Organization Type</b>	Services - Children Services - Health Services - Education Regional Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Anti-poverty Strategy Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs

	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County
39.	<b>Agency/Group/Organization</b>	<b>NAACP – South Carolina Branch</b>
	<b>Agency/Group/Organization Type</b>	Planning Organization Regional Organization Services: Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Economic Development Market Analysis Non-Homeless Special Needs Anti-poverty strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
40.	<b>Agency/Group/Organization</b>	<b>NAACP – Columbia Branch</b>
	<b>Agency/Group/Organization Type</b>	Planning Organization Regional Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Economic Development Market Analysis Non-Homeless Special Needs Anti-poverty strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.
41.	<b>Agency/Group/Organization</b>	<b>NAACP – Lower Richland Branch</b>
	<b>Agency/Group/Organization Type</b>	Planning Organization Regional Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Economic Development Market Analysis Non-Homeless Special Needs Anti-poverty strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Was consulted for their input on the needs and goals for Richland County.

42.	Agency/Group/Organization	Central Midlands Council of Governments
	Agency/Group/Organization Type	Planning Organization Regional Organization Agency - Managing Flood Prone Areas Agency - Emergency Management Civic Leaders
	What section of the Plan was addressed by Consultation?	Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Was consulted for their input on the needs and goals for Richland County.
43.	Agency/Group/Organization	AT&T
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers
	What section of the Plan was addressed by Consultation?	Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Was consulted for their input on the needs and goals for Richland County.

**Identify any Agency Types not consulted and provide rationale for not consulting**

All agency types were consulted and contacted during the planning process. See Exhibit Section for meeting notes. The County through its consolidated planning process including citizen participation met with numerous organizations and agencies. The County could not identify any agency types it may have overlooked to obtain information. The consultation included agencies which may be regional in nature but serve the County and oftentimes have offices in the County.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Midlands Area Consortium for the Homeless	They are incorporated in the FY 2022-2026 Five Year Consolidated Plan and the Annual Action Plans
Vision 2030	Columbia Housing Authority	They are incorporated in the FY 2022-2026 Five Year Consolidated Plan and the Annual Action Plans
2021 Hazard Mitigation Plan	Central Midlands Council of Governments	They are incorporated in the FY 2022-2026 Five Year Consolidated Plan and the Annual Action Plans

**Table 3 – Other local / regional / federal planning efforts**

**Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))**

The County’s Community Development Division coordinates with the County Council and other County departments.

**Narrative (optional):**

Richland County in developing the FY 2022-2026 Five-Year Consolidated Plan consulted and coordinated with various local, county and state agencies, organizations and departments.

As the administering agency for the CDBG and Home programs, the County maintains coordination with other County departments to address infrastructure, code enforcement, and public safety needs.

**PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)****1. Summary of citizen participation process/Efforts made to broaden citizen participation  
Summarize citizen participation process and how it impacted goal-setting**

The FY 2022-2026 Five Year Consolidated Plan and FY 2022 Annual Action Plan has components to reach out and encourage citizen participation. These components are the following: request for funding from agencies/organizations; interviews and roundtable discussions were held with various stakeholders; a needs hearing; and a hearing to gather public comments on the draft plan while it was on public display. The County posted a resident survey to the County's website. The County received 74 completed surveys. A copy of comments received are included as attachments in the Appendix section of the plan. Through the citizen participation process, the County used input from residents to develop a plan to serve the low- and moderate-income population of Richland County.

The County has followed its approved Citizens Participation Plan to develop its Five-Year Consolidated Plan.

**Substantial Amendment # 1:**

Richland County ran a newspaper notice on Friday, June 16, 2023 of the FY 2022-2026 Five Year Consolidated Plan - Substantial Amendment # 1. The County accepted public comments until Monday, July 17, 2023. The County held a Public Hearing on the Substantial Amendment on Thursday, July 13, 2023, at 6:30 PM. The FY 2022-2026 Five Year Consolidated Plan – Substantial Amendment # 1 was submitted to the U.S. Department of Housing and Urban Development through IDIS on or before August 15, 2023.



**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1.	<b>Newspaper Ad</b>	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies and Organizations	Not Applicable.	Not Applicable.	Not Applicable.	Not Applicable.

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2.	<b>Public Meeting</b>	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p> <p>Agencies and Organizations</p>	<p>May 9, 2022 the Richland County Department of Community Planning and Development held a Public Hearing in the County concerning the development of the FY 2022-2026 Five-Year Consolidated Plan.</p>	<p>Comments from participants are in the attachments section of the Five-Year Consolidated Plan.</p>	None	Not Applicable.
3.	<b>Public Meeting</b>	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p> <p>Agencies and Organizations</p>	<p>May 11, 2022 the Richland County Department of Community Planning and Development held a Public Hearing in the County concerning the development of the FY 2022-2026 Five-Year Consolidated Plan.</p>	<p>Comments from participants are in the attachments section of the Five-Year Consolidated Plan.</p>	None	Not Applicable.
4.	<b>Funding Application</b>	<p>Agencies and Organizations</p>	<p>The County did not solicit applications for funding and will fund projects in 7 categories not including administration.</p>	<p>Addressed the needs of the Five-Year Consolidated Plan.</p>	<p>Addressed the needs of the Five-Year Consolidated Plan.</p>	Not Applicable

5.	<b>Internet Outreach</b>	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies and Organizations	The County received 74 Resident Surveys.	Attached in the Exhibits section of the Five-Year Consolidated Plan.	None	<a href="https://www.surveymonkey.com/r/RichlandCountyCDBG">https://www.surveymonkey.com/r/RichlandCountyCDBG</a>
6.	<b>Newspaper Ad</b>	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Agencies and Organizations	Not Applicable.	Not Applicable.	Not Applicable.	Not Applicable.

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7.	<b>Substantial Amendment # 1 - Newspaper Ad</b>	<p>Minorities Persons with disabilities</p> <p>Non-targeted/ broad community</p> <p>Residents of Public and Assisted Housing Agencies/ Organizations</p>	<p>On Friday, June 16, 2023, Richland County published the Substantial Amendment Public Hearing Notice in the "The State."</p>	None.	None.	Not Applicable.
8.	<b>Substantial Amendment # 1 - Internet Outreach</b>	<p>Minorities Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing Agencies and Organizations</p>	<p>The FY 2022-2026 Five Year Consolidated Plan – Substantial Amendment # 1 was on public display from Friday, June 16, 2023, through Monday, July 17, 2023 on the County website, in addition to Richland County, Community Planning &amp; Development, Department Community Development Division.</p>	Attached in the Exhibits section of the Five-Year Consolidated Plan.	None	<a href="https://www.richlandcountysc.gov">https://www.richlandcountysc.gov</a>

<p>9.</p>	<p><b>Substantial Amendment # 1 - Public Meeting</b></p>	<p>Minorities Persons with disabilities  Non-targeted/ broad community  Residents of Public and Assisted Housing Agencies/ Organizations</p>	<p>The Substantial Amendment # 1 Public Meeting was held on Thursday, July 13, 2023, at 6:30 PM to discuss the Substantial Amendment # 1 for the County.</p>	<p>Meeting minutes can be found in the appendix section of this Annual Action Plan – Substantial Amendment.</p>	<p>None.</p>	<p>Not Applicable.</p>
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Table 4 – Citizen Participation Outreach

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## Needs Assessment

### NA-05 Overview

#### Needs Assessment Overview

The HUD Comprehensive Housing Affordability Strategy (CHAS) data was used as the basis for the statistical data to prepare estimates and projects based on housing need. The tables in this section were prepopulated with HUD data sets based on the American Community Survey (ACS) five-year estimates for 2011-2015, and for 2016-2020 where available. This data is the most current information available to assess:

- Housing needs
- Homeless needs
- Special needs
- Social service needs
- Economic development needs, etc.

The CHAS data also provides a summary of the number of households in each income category by tenure and household type along with the percentage of such households that have a housing problem. The needs of various households, by household type within each income category, are described in this section. The extent to which the households within each group are cost burdened, severely cost burdened, and/or living in substandard housing, is examined. Lastly, the extent to which such problems impact minority households is described.

Additional needs for the County were obtained from input, interviews and roundtable discussions with various social service agencies, homeless providers, housing providers, county staff, and resident survey comments.

## NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

### Summary of Housing Needs

The following figures are based on the most up to date information from the data available through the American Community Survey and CHAS data.

Based on a comparison between the 2009 base year and 2017 most recent year Richland County’s population, had 213,581 persons in 2009 and 249,875 persons in 2017 which was a 17% increase in population. The total population increase was 36,294 persons. 2021 Census estimates placed the County population at 280,766 an increase of 30,891 persons, which was a 12% increase. During the same time period, there were 82,467 households in 2009 and 93,995 households in 2017 an increase of 11,528 households which is an 14% increase in the number of households. 2020 Census estimates placed the number of households at 108,172 an increase of 14,177 households, which was a 14% increase. Furthermore, the median Household income was \$47,969 in 2009 as compared to \$52,082 in 2017. The median income for the County (based on 2020 dollars per Census Data) is \$54,441, for the State of South Carolina is \$54,864 and \$64,994 for the United States. Per capita income was 13% higher than the national average and household income was 17% lower than the national average.

The public housing waiting list remains closed with 2,221 people on the list for approximately 1,641 public housing units. The Section 8 Housing Choice Vouchers waiting list had approximately 2,458 people on the waiting list as of June 2020 for approximately 4,034 vouchers. The Section 8 Housing Choice Voucher waiting list is closed as of July 2022. The waiting lists for assisted housing in the form of public housing and Housing Choice Vouchers is almost double the number of available units/vouchers.

Demographics	Base Year: 2009	Most Recent Year: 2017	% Change
Population	213,581	249,875	17%
Households	82,467	93,995	14%
Median Income	\$47,969.00	\$52,082.00	9%

**Table 5 - Housing Needs Assessment Demographics**

**Data Source:** 2000 Census (Base Year), 2013-2017 ACS (Most Recent Year)

### Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	11,235	9,935	16,085	9,165	47,580
Small Family Households	3,705	3,960	5,705	3,880	24,615
Large Family Households	850	765	1,120	774	4,340

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Household contains at least one person 62-74 years of age	2,025	1,845	3,230	1,555	10,785
Household contains at least one person age 75 or older	748	1,075	1,525	869	3,175
Households with one or more children 6 years old or younger	2,390	2,119	2,585	1,702	6,049

Table 6 - Total Households Table

Data Source: 2013-2017 CHAS

**Housing Needs Summary Tables**

**1. Housing Problems (Households with one of the listed needs)**

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
<b>NUMBER OF HOUSEHOLDS</b>										
Substandard Housing - Lacking complete plumbing or kitchen facilities	100	20	20	55	195	15	70	74	35	194
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	75	45	100	0	220	0	10	20	0	30
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	175	140	154	100	569	20	85	85	20	210



	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 50% of income (and none of the above problems)	4,750	1,955	540	15	7,260	2,670	1,720	1,070	95	5,555
Housing cost burden greater than 30% of income (and none of the above problems)	440	2,420	3,695	840	7,395	549	1,190	2,535	1,325	5,599
Zero/negative Income (and none of the above problems)	770	0	0	0	770	820	0	0	0	820

Table 7 – Housing Problems Table

Data Source: 2013-2017 CHAS

**2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)**

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
<b>NUMBER OF HOUSEHOLDS</b>										
Having 1 or more of four housing problems	5,095	2,160	805	170	8,230	2,700	1,885	1,255	150	5,990
Having none of four housing problems	895	3,250	6,975	3,485	14,605	950	2,630	7,040	5,355	15,975

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Household has negative income, but none of the other housing problems	770	0	0	0	770	820	0	0	0	820

**Table 8 – Housing Problems 2**

Data 2013-2017 CHAS  
Source:

**3. Cost Burden > 30%**

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
<b>NUMBER OF HOUSEHOLDS</b>								
Small Related	2,319	2,175	1,405	5,899	733	949	1,625	3,307
Large Related	535	225	249	1,009	204	295	118	617
Elderly	463	515	400	1,378	1,534	1,094	1,153	3,781
Other	2,175	1,645	2,255	6,075	754	605	725	2,084
Total need by income	5,492	4,560	4,309	14,361	3,225	2,943	3,621	9,789

**Table 9 – Cost Burden > 30%**

Data 2013-2017 CHAS  
Source:

**4. Cost Burden > 50%**

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
<b>NUMBER OF HOUSEHOLDS</b>								
Small Related	2,045	820	95	2,960	594	530	405	1,529
Large Related	490	80	0	570	204	130	19	353
Elderly	448	315	15	778	1,205	725	408	2,338
Other	2,000	800	430	3,230	670	365	230	1,265
Total need by income	4,983	2,015	540	7,538	2,673	1,750	1,062	5,485

**Table 10 – Cost Burden > 50%**

Data 2013-2017 CHAS  
Source:

**5. Crowding (More than one person per room)**

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
<b>NUMBER OF HOUSEHOLDS</b>										
Single family households	170	144	149	45	508	0	89	65	20	174
Multiple, unrelated family households	60	25	100	55	240	20	10	55	0	85
Other, non-family households	20	15	10	0	45	0	0	10	0	10
Total need by income	250	184	259	100	793	20	99	130	20	269

**Table 11 – Crowding Information – 1/2**

Data Source: 2013-2017 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

**Table 12 – Crowding Information – 2/2**

**Describe the number and type of single person households in need of housing assistance.**

The According to the 2016-2020 American Community Survey (ACS), there were 108,172 households in 2020 in Richland County. This is the most up to date information based on the available data. Based on this number of households, 70,195 (64.9%) of all households were family households. Given comments from the various meetings, surveys, etc., seniors living alone, it is presumed that as they age in place, additional accommodations and supportive services will be necessary for this portion of the County’s population. The County will need to assist in obtaining funding and collaborating with housing service and elderly support agencies to provide programs, activities and accommodations for its elderly population.

**Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.**

**Disabled Population** – Based on the 2016-2020 ACS Data, there are 70,575 persons with a disability in the County. Some individuals may have more than one disability. A breakdown of the types of disability

as a percent of the entire population of the County is as follows: population as a whole 28.2%; hearing difficulty = 3.4%; vision difficulty = 4.6%; cognitive difficulty = 5.3%; ambulatory difficulty = 7.5%; self-care difficulty = 2.6%; and independent living difficulty = 4.5%.

**Victims of Domestic Violence, Dating Violence, sexual assault, and stalking** – It is estimated that approximately 35 single family households and family households that are victims of domestic violence, dating violence, sexual assault, and stalking, are in need of housing assistance. Based on discussion with local providers, domestic violence and its allied issues are a problem. Actual numbers of the occurrence of domestic violence, dating violence, sexual assault, and stalking are difficult to determine as many instances go unreported.

### **What are the most common housing problems?**

In the County, the greatest number of housing problems are associated with affordability. There are 37,467 occupied rental units in the County. For renters, 13.3% of households experienced a housing cost burden greater than 50% income in the 0-30% AMI range and 5.3% of households experienced a housing cost burden greater than 50% income in the 30-50% AMI range. Disproportionately affected in the 30% income range housing cost burden group are 0-30% AMI renters (14.7%) and in the 30% income range housing cost burden group are 30-50% AMI renters (12.1%). There are 70,705 owner occupied units in the County. For homeowners, 3.7% of households experienced a housing cost burden greater than 50% income range at 0-30% AMI and in the 30% income range housing cost burden group are 30-50% AMI Homeowners (4.6%).

In consultations, interviews and surveys, the lack of affordable accessible, decent, and safe housing for the elderly and disabled is an unmet housing need and a problem in the County. Older housing structures are multi-level in height and not easily accommodated for the needs of the disabled.

In addition, there is a need for permanent supportive housing for the homeless. This becomes an affordability and social service issue.

### **Are any populations/household types more affected than others by these problems?**

Elderly and disabled populations generally are most affected by the high cost of housing. Many elderly and disabled persons are on fixed or limited incomes (social security or social security disability). Their income coupled with the lack of affordable housing that is decent, safe, and sound, often forces them into housing that is below code standards. Particularly vulnerable are those the elderly persons who wish to age in place and cannot afford the high cost of home repairs. This forces them to live in substandard housing.

Another group adversely affected by the lack of affordable housing are the homeless and persons at-risk of becoming homeless as well as victims of domestic violence.

**Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance**

Very low-income households facing cost burdens struggle to meet their housing needs. Richland County is not an Emergency Solutions Grant recipient of entitlement grant funds for various homeless programs. The State of South Carolina is the entitlement and distributes funds through an application process. Approximately seven agencies are currently recipients of funding, either for the Richland County community or Richland and other communities in the region for the shelter and homeless program activities. United Way of the Midlands is the designated HMIS administrator. The various providers work to meet the specific needs of the extremely low-income who are housed but are at imminent risk of becoming unsheltered or living in shelters are: food, clothing, transportation and job training. The local social service agencies provide food and clothing through food pantries, food kitchens and thrift stores. Transportation and job training opportunities are limited, and funds are needed to address those needs.

The local providers maintain records through HMIS to monitor and track assisted households. The HMIS system reports indicate what percentage of assisted clients return to homelessness after twelve (12) months of service as a tool determine strengths and weakness of assistance.

The CoC and partner organizations use these types of strategies to prevent homeless for individuals and families with children who are at imminent risk of becoming homeless:

- Work with community organizations that provide basic needs for individuals facing unforeseen hardships.
- Utilize prevention dollars to decrease evictions and provide more opportunity for evicted for foreclosed family housing.
- Utilize rapid re-housing to prevent homelessness.
- Provide home repair programs for individuals that cannot afford to make them.
- Include teaching clients how to conservatively maintain their homes (heat, lights, air conditioning) and how to keep them clean and in good repair through a Supportive Services component.

**If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:**

People that are about to lose their housing in 21 days is the HUD definition of at-risk of homelessness, the criteria does not qualify persons for most homeless housing assistance. Those that are considered

at-risk of homelessness are only eligible for Homeless Prevention assistance, and not Rapid Re-Housing, Emergency Shelter, or Street Outreach projects. Also, in order to qualify for Homeless Prevention, an individual or family must also have an annual income of below 30% AMI.

There are four broad categories of homelessness:

- People who are living in a place not meant for human habitation, in emergency shelter, in transitional housing, or are exiting an institution where they temporarily resided if they were in shelter, or a place not meant for human habitation before entering the institution. The only significant change from existing practice is that people will be considered homeless if they are exiting an institution where they resided for up to 90 days (it was previously 30 days) and were homeless immediately prior to entering that institution.
- People who are losing their primary nighttime residence, which may include a motel or hotel or a doubled-up situation, within 14 days and lack resources or support networks to remain in housing. HUD had previously allowed people who were being displaced within 7 days to be considered homeless. The regulation also describes specific documentation requirements for this category.
- Families with children or unaccompanied youth who are unstably housed and likely to continue in that state. This is a new category of homelessness, and it applies to families with children or unaccompanied youth (up to age 24) who have not had a lease or ownership interest in a housing unit in the last 60 or more days, have had two or more moves in the last 60 days, and who are likely to continue to be unstably housed because of disability or multiple barriers to employment.
- People who are fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening situations related to violence; have no other residence; and lack the resources or support networks to obtain other permanent housing. This category is similar to the current practice regarding people who are fleeing domestic violence.

The Chronically Homeless are defined as an individual or family that is homeless and lives or resides in a place not meant for human habitation, a safe haven or in an emergency shelter; has been homeless and living there continually for at least one year or on at least four separate occasions in the last three years; and has an adult head of household (or a minor head of household if no adult is present in the household) with a diagnosable substance use disorder, serious mental illness, developmental disability (as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 ( 42 U.S.C 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability, including the co-occurrence of two or more to those conditions.

### **Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness**

Reasons homelessness occurs may fall within the following categories and or risk factors:

- Eviction within two weeks from a private dwelling
- Sudden loss of income
- Extremely low income (30% below income limits)
- Overcrowding (doubling up)
- Experienced three or more moves in the past year
- Have children under the age of two
- Single parent
- Young head of household (under 25)
- Have an eviction notice from public or assisted housing
- Experienced domestic violence within the past 12 months
- Have an eviction notice from public or assisted housing
- Experienced domestic violence the past 12 months
- History of non-compliance (missed appointments with case workers, etc.)
- Released from jail, or prison within the past 18 months
- Mental health and or substance abuse issues
- Involvement with child welfare, including foster care
- Severe housing burden (greater than 50% of income for housing costs)

The availability and associated cost of purchase or rehabilitation of decent, safe, and sanitary housing in the County creates instability of housing for the lower income families in the area. Many families are living from paycheck to paycheck and are cost-overburden, paying over 30% of their income for housing.

Other characteristics linked to instability and an increased risk of homelessness include individuals being discharged from foster care, health care facilities, mental health treatment facilities, correctional facilities, and substance abuse treatment. It is difficult for these populations to achieve self-sufficiency because it can often take time to secure steady employment and stable housing. Individuals and families that are leaving situations where they were victims of domestic violence are also at risk. Finally, individuals and families with special needs, including the elderly, frail elderly, those with a disability, and those who are in treatment for substance abuse or HIV/AIDS are also at risk. Medical bills can be a burden and finding accessible housing can be a challenge. For people on fixed incomes, it can be difficult to make ends meet, and for those in the workforce, it can be difficult to find employment. Many people that are at risk of homelessness have limited financial literacy skills.

## Discussion

Richland County's population as well as incomes have increased over the past ten years as has the number of households. This translates to fewer housing unit being available for households that are low- and moderate-income. The number of households that have one or more housing problems is growing, as well as the number of households at risk of becoming homeless. Affordability continues to be the driving factor in provision of decent, safe and sanitary housing for the elderly, disabled and lower income residents of the County.

### NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

#### Introduction

During the preparation of the County’s Five-Year Consolidated Plan, an evaluation and comparison was made to determine the housing problems of any racial/ethnic groups in comparison to the overall need in the County. Data detailing information by racial group and Hispanic origin has been compiled from the 2013-2017 CHAS Data. This information is based on the most recent data available. Disproportionate need is defined as a group having at least 10 percentage points higher than the percentage of persons as a whole. The following tables highlight disproportionate needs in the County. According to the 2016-2020 ACS Data the total County population was 280,603 persons; its White Population was 112,062 persons; its Black/African American Population was 143,320 persons; its Asian Population was 8,023 persons; its American Indian/Alaskan Native Population was 712 persons; its Native Hawaiian/Other Pacific Islander Population was 205 persons; some other race was 7,481; and two or more was 8,800. The Hispanic Population was 14,211 persons.

A household is considered to have a disproportionately greater need if the household is cost burdened by more than 30% of income, is experiencing overcrowding (considered more than one person per room) or has incomplete kitchen or plumbing facilities.

#### 0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	8,789	848	1,590
White	1,674	324	419
Black / African American	6,230	414	784
Asian	235	14	30
American Indian, Alaska Native	15	20	15
Pacific Islander	0	0	0
Hispanic	460	70	320

**Table 13 - Disproportionally Greater Need 0 - 30% AMI**

Data Source: 2013-2017 CHAS

\* The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%



**30%-50% of Area Median Income**

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	7,655	2,265	0
White	1,820	910	0
Black / African American	5,210	1,085	0
Asian	150	120	0
American Indian, Alaska Native	25	0	0
Pacific Islander	0	0	0
Hispanic	334	155	0

**Table 14 - Disproportionally Greater Need 30 - 50% AMI**

Data Source: 2013-2017 CHAS

\* The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

**50%-80% of Area Median Income**

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	8,290	7,790	0
White	2,885	3,035	0
Black / African American	4,705	4,015	0
Asian	154	235	0
American Indian, Alaska Native	15	4	0
Pacific Islander	20	0	0
Hispanic	379	399	0

**Table 15 - Disproportionally Greater Need 50 - 80% AMI**

Data Source: 2013-2017 CHAS

\* The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

**80%-100% of Area Median Income**

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,485	6,675	0
White	1,199	2,380	0
Black / African American	995	3,825	0
Asian	40	89	0
American Indian, Alaska Native	0	15	0
Pacific Islander	0	0	0
Hispanic	190	254	0

**Table 16 - Disproportionally Greater Need 80 - 100% AMI**

Data Source: 2013-2017 CHAS

*\* The four housing problems are:*

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

**Discussion**

The racial composition of the Richland County, according to the 2016-2020 ACS Data, was 39.9% White; 51.1% Black/African American; 2.9% Asian; 0.3% American Indian/Alaskan Native; 0.1% Native Hawaiian/Other Pacific Islander; 2.7% Other Races; and 3.1% Two or More Races. The Hispanic or Latino population was 5.1%. There were no disproportionately impacted groups in terms of experiencing one of the four housing problems. All of the racial/ethnic groups had a share of housing problems within 10% of their respective proportions of the population.

**NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)**

*Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.*

**Introduction**

While developing its 2022-2026 Consolidated Plan, Richland County examined the extent to which any racial/ethnic group had a greater need related to severe housing problem in comparison to overall need. Data detailing information by racial group and Hispanic origin has been compiled from the 2013-2017 CHAS Data, the 2010 Census and 2016-2020 ACS Data. This information is the most recent data available. Disproportionate need is defined as a group having at least 10 percentage points higher than the percentage of persons as a whole. The following tables highlight disproportionate needs in Richland County. According to the 2016-2020 ACS Data the total County population was 280,603 persons; its White Population was 112,062 persons; its Black/African American Population was 143,320 persons; its Asian Population was 8,023 persons; its American Indian/Alaskan Native Population was 712 persons; its Native Hawaiian/Other Pacific Islander Population was 205 persons; some other race was 7,481; and two or more was 8,800. The Hispanic Population was 14,211 persons.

A household is considered to have a housing problem if it is cost burden by more than 30% of their income, is experiencing overcrowding (considered more than one person per room) or has incomplete kitchen or plumbing facilities.

**0%-30% of Area Median Income**

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	7,795	1,845	1,590
White	1,380	619	419
Black / African American	5,570	1,058	784
Asian	220	28	30
American Indian, Alaska Native	15	20	15
Pacific Islander	0	0	0
Hispanic	435	95	320

**Table 17 – Severe Housing Problems 0 - 30% AMI**

Data Source: 2013-2017 CHAS

\* The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

**30%-50% of Area Median Income**

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,045	5,880	0
White	1,135	1,610	0
Black / African American	2,635	3,640	0
Asian	90	180	0
American Indian, Alaska Native	0	25	0
Pacific Islander	0	0	0
Hispanic	117	355	0

**Table 18 – Severe Housing Problems 30 - 50% AMI**

Data Source: 2013-2017 CHAS

\* The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

**50%-80% of Area Median Income**

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,060	14,015	0
White	880	5,025	0
Black / African American	915	7,815	0
Asian	124	265	0
American Indian, Alaska Native	15	4	0
Pacific Islander	10	10	0
Hispanic	74	704	0

**Table 19 – Severe Housing Problems 50 - 80% AMI**

Data Source: 2013-2017 CHAS

\* The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

**80%-100% of Area Median Income**

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	320	8,840	0
White	120	3,465	0
Black / African American	145	4,680	0
Asian	0	129	0
American Indian, Alaska Native	0	15	0
Pacific Islander	0	0	0
Hispanic	30	414	0

**Table 20 – Severe Housing Problems 80 - 100% AMI**

Data Source: 2013-2017 CHAS

\* The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

**Discussion**

According to the 2016-2020 ACS Data the total County population was 280,603 persons; its White Population was 112,062 persons (39.9%); its Black/African American Population was 143,320 persons (51.1%); its Asian Population was 8,023 persons (2.9%); its American Indian/Alaskan Native Population was 712 persons (0.3%); its Native Hawaiian/Other Pacific Islander Population was 205 persons (0.1%); some other race was 7,481 persons (2.1%); and two or more was 8,800 (3.1%). The Hispanic Population was 14,211 persons (5.1%). This information is the most recent data available.

There were no disproportionately impacted groups in terms of experiencing one of the four housing problems. All of the racial/ethnic groups had a share of housing problems within 10% of their respective proportions of the population.

It is a generally seen Black/African Americans are more cost burdened or has other housing problems than other groups and there are several groups which can be disproportionately impacted in terms of housing cost burdens. They can be:

- Black/African American Households
- American Indian/Alaska Native Households
- Asian Households
- Hispanic Households

However, in Richland County no population group is disproportionately affected with cost burden and housing problem though the Black/African American population has a higher percentage rate than other population groups.

DRAFT

### NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

**Introduction:**

During the planning process for the preparation of the Richland County’s Five-Year Consolidated Plan, an evaluation and comparison was made to determine if any racial or ethnic group is disproportionately affected by housing problems in the County. Disproportionately greater need is defined as a group having at least 10 percentage points higher than the percentage of persons as a whole.

The greatest housing problem facing the Richland County is the lack of affordable housing and the fact that many of the County’s lower income households are paying more than 30% of their total household income on housing related costs. The following information was noted: 4,845 White households were cost burdened by 30% to 50%, and 13,345 White households were severely cost over burdened by greater than 50%; 9,035 Black/African American households were cost burdened by 30% to 50%, and 8,729 Black/African American households were severely cost burdened by greater than 50%; and lastly, 719 Hispanic households were cost burdened by 30% to 50%, and 574 Hispanic households were severely cost burdened by greater than 50%. This information is the most recent data available from CHAS and HUD.

**Housing Cost Burden**

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	63,985	15,039	13,345	1,620
White	31,050	4,845	3,310	419
Black / African American	27,880	9,035	8,735	794
Asian	1,525	210	379	30
American Indian, Alaska Native	115	25	15	15
Pacific Islander	20	10	0	0
Hispanic	2,345	719	574	330

**Table 21 – Greater Need: Housing Cost Burdens AMI**

Data Source: 2013-2017 CHAS

**Discussion:**

No households were disproportionately affected by a housing cost burden in Richland County.

## NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

### Are there any income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

The 2016-2020 American Community Survey shows the racial composition of households in Richland County was White Population was 112,062 persons (39.9%); its Black/African American Population was 143,320 persons (51.1%); its Asian Population was 8,023 persons (2.9%); its American Indian/Alaskan Native Population was 712 persons (0.3%); its Native Hawaiian/Other Pacific Islander Population was 205 persons (0.1%); some other race was 7,481 persons (2.1%); and two or more was 8,800 (3.1%). The Hispanic Population was 14,211 persons (5.1%). There are no disproportionately impacted group in terms of having a housing problem or severe housing problem. There were no disproportionately impacted racial/ethnic groups in terms of having a housing cost burden. This information is the most recent data available.

When examining the percentage of each racial or ethnic group that has a housing problem, a severe housing problem, or facing a cost burden, compared to that racial or ethnic group overall, a different picture presents itself. According to the 2012-2016 CHAS data, the following percentages of households are cost burdened by 30-50% and have severe housing problems:

- 7.5% of all White households
- 14.1% of Black/African American households
- 0.03% of American Indian and Alaska Native households
- 0.3% of Asian households
- 0.01% of Pacific Islander households
- 1.1% of Hispanic households

The following percentages of households are cost burdened by over 50%

- 5.6% of all White households
- 13.7% of Black/African American households
- 0.02% of American Indian and Alaska Native households
- 0.6% of Asian households
- 0.0% of Pacific Islander households
- 0.9% of Hispanic households

The following percentages of households with severe housing problems at 0-30%:

- 17.7% of all White households
- 71.5% of Black/African American households
- 0.2% of American Indian and Alaska Native households
- 02.8% of Asian households
- 0.0% of Pacific Islander households
- 5.5% of Hispanic households



The following percentages of households with severe housing problems at 30-50%:

- 28.1% of all White households
- 65.1% of Black/African American households
- 0.0% of American Indian and Alaska Native households
- 2.2% of Asian households
- 0.0% of Pacific Islander households
- 2.9% of Hispanic households

The following percentages of households with severe housing problems at 50-80%:

- 42.7% of all White households
- 44.4% of Black/African American households
- 0.7% of American Indian and Alaska Native households
- 6.0% of Asian households
- 0.5% of Pacific Islander households
- 3.6% of Hispanic households

Overall, these numbers show that African American/Black households in Richland County are much more likely to experience a housing problem than to be cost burdened, and that minority households in general are more likely to be cost-burdened and have a housing problem than White households.

When comparing the housing problem numbers to the cost-burdened numbers, it seems that cost burdens affect all minorities, but African American/Black families are most likely to be cost burdened or severely cost burdened. According to the CHAS data, Black/African Americans experience higher housing problems.

Consultations with social service agencies and housing providers supports this fact, as these organizations have described the worst housing conditions are largely in Black/African American neighborhoods. Furthermore, renting is more common for the residents in the Black/African American neighborhoods. Rents in those areas have increased significantly while incomes have not. Thus, there is a need to provide assistance for the Black/African American neighborhoods in the Richland County.

**If they have needs not identified above, what are those needs?**

The largest need not identified above relates to housing affordability across all populations. There is a lack of decent, safe, sanitary affordable housing units in both the owner-occupied and rental markets.

**Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?**

The most recent data available showing the concentration of racial or ethnic groups is the 2013-2017 ACS Five-Year Estimates. According to this Census Data, the County has a total minority population of 65.1% of its total population. The County uses the definition of an Area of Minority Concentration as a Census Tract or Block Group where at least 50% of the population who reside in that area are identified as being a minority person. There are 88 total Census tracts in the County. Based on this definition there are 84 Census Tracts or partial Census Tracts, in the County with a percentage of minority persons over 50%.

Attached to this Plan are maps which illustrate the County's demographics.

DRAFT

## NA-35 Public Housing – 91.205(b)

### Introduction

The Columbia Housing Authority (CHA) manages public housing in Richland County. Columbia is the site of one of the first public housing developments in the Country. The Authority began operation in 1934 and is currently located at 1917 Harden Street in the City of Columbia. The housing authority manages 29 public housing developments throughout the county that range from a single unit to 449 units in size. There are 1,641 total public housing units in the jurisdiction.

The occupancy rate for Housing Authority communities is 89.8%. 1,472 units are designated for family occupancy while 169 units are exclusively for elderly occupancy. There are also 3,764 Housing Choice Vouchers in use.

Demand for public housing is high in Richland County, and the Public Housing and Housing Choice Vouchers waiting lists have been closed for many years. Both waiting lists are expected to open again in 2023. There are currently 2,221 people on the Public Housing waiting list, which is greater than the total number of housing units operated by the Housing Authority. For Housing Choice Vouchers, there are currently 2,458 people on the waiting list.

### Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	103	2,040	3,153	0	3,024	20	0	67

Table 22 - Public Housing by Program Type

\*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

**Characteristics of Residents**

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	6,365	11,914	10,762	0	10,627	9,505	0
Average length of stay	0	5	6	6	0	6	1	0
Average Household size	0	1	2	2	0	2	1	0
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	9	353	269	0	251	2	0
# of Disabled Families	0	13	330	544	0	475	9	0
# of Families requesting accessibility features	0	103	2,040	3,153	0	3,024	20	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

**Table 23 – Characteristics of Public Housing Residents by Program Type**

**Data Source:** PIC (PIH Information Center)

**Race of Residents**

Race	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	2	42	114	0	104	2	0	5
Black/African American	0	101	1,992	3,036	0	2,917	18	0	62
Asian	0	0	3	2	0	2	0	0	0
American Indian/Alaska Native	0	0	3	1	0	1	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0

**\*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

**Table 24 – Race of Public Housing Residents by Program Type**

Data Source: PIC (PIH Information Center)

**Ethnicity of Residents**

Ethnicity	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	15	25	0	23	0	0	0
Not Hispanic	0	103	2,025	3,128	0	3,001	20	0	67

**\*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

**Table 25 – Ethnicity of Public Housing Residents by Program Type**

Data Source: PIC (PIH Information Center)

**Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:**

The tables above indicate that disabled families represent 27.7% of all public housing occupants and 17.3% of all voucher recipients. Elderly program participants, or residents over 62, represent 17.3% of all public housing occupants and 8.5% of all voucher recipients. These groups are not mutually exclusive, and it is likely that a number of elderly residents also have disabilities. Table 23 shows that, according to pre-populated data from the Public and Indian Housing Information Center (PIC), all families in publicly assisted housing request accessibility features.

According to the 2020 American Community Survey, 40,209 individuals with disabilities (individuals who have difficulty with hearing, vision, cognition, walking, self-care, or independent living) live in Richland County, representing approximately 14.5% of the population. This rate is slightly lower among Black/African American residents, of whom approximately 14.4% have a disability. Comparing these numbers to the information above shows that public housing units in unincorporated areas of Richland County, in which 27.7% of households have a disability, have a slightly higher proportion of disabled residents than the county as a whole.

**Most immediate needs of residents of Public Housing and Housing Choice voucher holders**

According to a representative from the CHA, the most immediate needs of residents of public housing or the housing choice voucher program are affordability, neighborhood safety, and accessibility to bus lines. Most units are located in the City of Columbia, in the east-central area of Richland County.

According to the 2020 American Community Survey, the median household income in the City of Columbia (\$47,416) is lower than the median household income for Richland County as a whole (\$54,864). The City of Columbia also has a higher proportion of households earning less than \$35,000 (39.2%) than the county (32.5%). This shows that low- and moderate-income households are more concentrated in the city than in the rest of Richland County. However, the limited availability of publicly supported housing outside of the City of Columbia, where there are only 3 developments and 157 units, suggests that public housing units are needed throughout the county.

Inspection scores from the HUD Real Estate Assessment Center (REAC), a federal entity that assesses the condition of all housing units in HUD's portfolio, are unavailable due to the CHA not performing housing inspections due to the Covid-19 pandemic. New inspections have been completed in 2022 but the HUD scores were not available in time for the creation of this plan.

**How do these needs compare to the housing needs of the population at large**

During the community participation process for this report, residents and stakeholders in Richland County indicated that their greatest housing needs are affordable housing, rehabilitation, and rental assistance.

When asked to compare the population in publicly supported housing to the population in Richland County at large, a representative from CHA said the needs for the population in publicly supported housing are similar, but with a greater emphasis on the need for public transportation. According to residents, the existing public transportation system does not reach some parts of the county such as the 29223 and 29229 zip codes and other, more industrial areas, which can make it difficult to access job opportunities.

### **Discussion**

Over 2,000 residents benefit from public housing in Richland County, either living in units managed by CHA or receiving assistance through the Housing Choice Voucher program. Almost all public housing residents (97.6%) are Black/African American, and many (17.3%) are elderly or over age 62.

Residents with disabilities, or residents who have difficulty with hearing, vision, cognition, walking, self-care, or independent living, make up 16.2% of the population in public housing units and 17.3% of the population receiving Section 8 vouchers. This is a higher proportion than in the county overall, in which residents with disabilities make up 11.4% of the population.

The limited availability of public housing units does not match the need for affordable housing. The greatest needs for public housing applicants are one-bedroom units (with 2,743 applicants since the closure of the waiting list in 2019) and three-bedroom units (with 1,667 applicants since the closure of the waiting list in 2019). While the number of applicants has not changed, the number of habitable public housing units has decreased.

The demand for public housing in Richland County is not a completely isolated need. The limited availability of affordable units countywide requires residents at lower income levels to compete for units with residents at higher levels of income, which may be a reason that so many low-income residents are interested in receiving public assistance.

## **NA-40 Homeless Needs Assessment – 91.205(c)**

### **Introduction:**

The Midlands Area Consortium for the Homeless (MACH) conducts an annual PIT survey, which is a physical count of people experiencing homelessness on a specified day in February. This census of individuals and families experiencing homelessness is required by HUD for all CoC providers. Although this survey is conducted for the entire 14-county Midlands region of South Carolina, data are also provided individually for the population of Richland County.

The PIT survey results are limited because they are a snapshot of homelessness on one given day; the actual homeless population in Richland County may be much larger. The PIT survey from 2020 counted 743 total individuals experiencing homelessness in Richland County. These individuals make up approximately 29.0% of the total homeless population of the state, and residents of Richland County experience homelessness at a rate of 19.32 per 100,000 population.

### **For persons in rural areas who are homeless or at risk of homelessness, describe the nature and extent of unsheltered and sheltered homelessness with the jurisdiction:**

According to the 2020 PIT report, of the 743 people experiencing homelessness in Richland County, 638 (85.9%) were sheltered and 105 (14.1%) were unsheltered. In the entire Midlands region in 2019 (the most recent year available for, of those sheltered, 64.9% were Black/African American, 30.6% were White, and 2.3% were Hispanic, and of those unsheltered, 61.0% were Black/African American, 34.2% were White, and 2.7% were Hispanic/Latino. Numbers for sheltered individuals were extracted from the Homeless Management Information System (HMIS) and supplemented by responses to written surveys from housing providers. Numbers for unsheltered individuals were counted using street outreach workers to canvass known unsheltered locations.

Much of Richland County is made up of unincorporated rural areas and many of those facing homelessness or the risk of homelessness live in those areas.

### **If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):**

A 2016 study on homelessness conducted by the University of South Carolina looked specifically at families experiencing homelessness in Richland County from 2004 to 2015. Categorizing families based on data over this period, the study found that most families experienced "One Brief Crisis", using homeless services only one time over the entire period. Many also experienced "Two Crises", using homeless services twice for moderate periods of support during the period, or "Extended Support",



using homeless services once for an extended period (on average 507 days). Other categories were “Long-Term Support”, defined as using homeless services one or two times for multiple years, and “Persistent Housing Instability”, defined as using homeless services multiple times over the study period. These proportions are shown in the figure below.

Unaccompanied youth make up approximately less than 1% of the homeless population in the Midlands region, with 14 counted in the 2019 PIT report (the latest homeless demographic data available).

**Nature and Extent of Homelessness: (Optional)**

<b>Race:</b>	<b>Sheltered:</b>	<b>Unsheltered (optional)</b>
<b>Ethnicity:</b>	<b>Sheltered:</b>	<b>Unsheltered (optional)</b>

**Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.**

Families with children make up 26.9% of all households in Richland County, according to the 2020 American Community Survey. These families represent a higher concentration of renter-occupied households (32.9%) than of owner-occupied households (29.7%). Approximately 19.2% of all families with children in Richland County have household incomes below the poverty line.

The 2019 PIT count found that 82 families with children were experiencing homelessness in Richland County. Of these, 79 were sheltered and 3 were unsheltered.

According to the 2020 American Community Survey, 30,157 veterans live in Richland County, representing approximately 9.6% of all adult residents. The 2020 PIT report for the Midlands region counted a total of 75 veterans experiencing homelessness.

Columbia Housing Authority administers HUD-funded Veterans Affairs Supportive Housing Vouchers that provide housing to chronically homeless veterans in need of permanent supportive housing. MACH also maintains an ongoing partnership with the local Veterans Affairs office, conducting outreach to connect veterans to housing, healthcare, job training, and counseling for post-traumatic stress disorder.

Active military members are also a large part of the Richland County population, as the county is home to a U.S. Army installation (Fort Jackson), an Army and National Guard Training Center (McCrary Training Center), and a military airport (McEntire Joint National Guard Base). Because of the large number of military programs in the area, the City of Columbia often refers to itself as the “most military friendly community in America.”

**Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.**

The 2020 PIT survey found that in the 14-county Midlands region, 67% of all individuals experiencing homelessness were Black/African American, 29% were White, and 2% were Hispanic/Latino. Although the data are not available by county, Richland County represents the largest of the 14 counties in the region.

### **Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.**

According to the 2020 PIT report, of the 743 people experiencing homelessness in Richland County, 638 (85.9%) were sheltered and 105 (14.1%) were unsheltered. In the entire Midlands region in 2019 (the most recent year available for, of those sheltered, 64.9% were Black/African American, 30.6% were White, and 2.3% were Hispanic, and of those unsheltered, 61.0% were Black/African American, 34.2% were White, and 2.7% were Hispanic/Latino. Numbers for sheltered individuals were extracted from the Homeless Management Information System (HMIS) and supplemented by responses to written surveys from housing providers. Numbers for unsheltered individuals were counted using street outreach workers to canvass known unsheltered locations.

### **Discussion:**

Annual PIT reports indicate that the number of individuals experiencing homelessness in the Midlands region has decreased in recent years. The 2016 PIT report counted 1,350 individuals experiencing homelessness, while the most recent 2020 PIT report counted 1,121 individuals. Approximately three-fourths of the individuals from the most recent report were counted as sheltered homeless.

Most families in Richland County experiences homelessness as “One Brief Crisis”, using homeless services only once. Other populations use these services more frequently, including the chronically homeless and unaccompanied youth. The 2020 PIT report counted 193 chronically homeless individuals in the Midlands region, and unaccompanied youth, domestic violence survivors, and veterans represent the populations most in need of homeless assistance.

During the public participation process for this report, stakeholders and residents were asked about homelessness in Richland County. Stakeholders said that service providers, including Homeless No More, Live Oak Place, and Toby’s Place, are working together to address the priorities outlined in the CoC plan. Residents also cited specific needs for veteran populations including affordable housing, employment, behavioral health services, transportation, substance abuse treatment, and assistance with obtaining Veterans Administration benefits. Residents noted that veterans comprise a large percentage of the street homeless populations and often reside in encampments in the rural areas of the county.

## NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

### Introduction:

Special needs populations include the non-homeless elderly, frail elderly, physically and mentally disabled, persons with alcohol and/or drug addictions, persons with HIV/AIDS, and victims of domestic violence. Data on the needs of these populations was provided by nonprofit organizations and local government agencies working with the non-homeless special needs populations.

### Describe the characteristics of special needs populations in your community:

- Elderly Persons are defined as persons who are age 62 years and older. According to the 2016-2020 ACS Data (the most recent data available), elderly persons represent 12.7% of the County's total population.
- Frail Elderly are those persons who are elderly and have a form of disability, ranging from a hearing loss, vision difficulty, cognitive difficulty, ambulatory problems, and lack of self-help skills.
- Persons with mental, physical and developmental disabilities, according to the ACS data for 2016-2020, approximately 14.0% of the County's total population is classified as "disabled." The total number is somewhat skewed as some individuals may have more than one disability factor.
- According to 2018-2020 surveillance data from the South Carolina Department of Health and Environmental Control, Richland County reported 3,226 existing cases of HIV, of which 330 are new HIV cases in the period from 2018 to 2020.
- Victims of Domestic Violence, dating violence, sexual assault and stalking has remained constant locally.

### What are the housing and supportive service needs of these populations and how are these needs determined?

- **Elderly Persons** – Accessible housing units plus supportive services, for example: transportation to health services; and recreation and opportunities.
- **Frail Elderly** – Accessible housing units plus supportive services, for example: transportation to health services; and in-home care.
- **Mentally, Physically Disabled** – Accessible housing/permanent supportive housing; supportive service case management for those suffering from mental illness, substance abuse, or coexisting disorders; education and job training; financial counseling; and access to health care services.
- **Alcohol and Drug Addiction** – Permanent housing; supportive services; case management for those suffering from mental illness, substance abuse, or coexisting disorders; education and job training; financial counseling; and access to health services and substance abuse counseling.
- **HIV/AIDS** – Permanent supportive housing; plus, supportive services such as case management; and continued access to health services and counseling.

- **Victims of Domestic Violence** – Permanent supportive housing; using the Housing First model to avoid transitional housing; plus, supportive services such as case management, education and job training; financial counseling; and access to victims counseling.

These services are critical to assisting these clients to remain in their homes and avoid becoming homeless.

### **Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:**

Richland County does not receive funding through the (HOPWA) program, organizations such as the South Carolina HIV/AIDS Council, Palmetto AIDS Life Support Services, Women's Resource Center, and Latinos Contra SIDA (Latinos Against AIDS) provide services for residents affected by HIV/AIDS. CHA also receives HOPWA funds for permanent supportive housing units for individuals living with HIV/AIDS who are chronically homeless. According to 2018-2020 surveillance data from the South Carolina Department of Health and Environmental Control, Richland County reported 3,226 existing cases of HIV, of which 330 are new HIV cases in the period from 2018 to 2020. The City of Columbia is a HOPWA grantee and provides supportive housing services for individuals with HIV/AIDS in Richland County.

According to a 2020 report from the South Carolina Department of Health and Environmental Control, Richland County 73% of Richland County residents with HIV/AIDS received care and 62% achieved viral suppression.

#### **Discussion:**

Special needs populations include the elderly, people with disabilities, domestic violence victims, individuals with substance use disorders and mental health issues, and individuals living with HIV/AIDS. Each group has special housing needs and often have barriers in finding housing, particularly related to their needs.

The elderly is a growing population across the Country and the county is experiencing the same growth. This population typically needs housing close to transportation and services including shopping. Many elderly own their housing and many units are showing the signs of age and deferred maintenance. The elderly residents can move into apartment including public housing but often feel they are giving up too much of their independence. Assisted living communities are also an option, but the stigma of assisted living can have a detrimental effect on their mental wellbeing.

Person with disabilities typically have specific needs including handrails, bathroom improvements, wheelchair accessibility and accessible parking. Many housing units need modifications for these households which can be a cost burden particularly those with limited incomes.

As previously mentioned, domestic violence victims are difficult to determine. Victims are in need of access to finances, work opportunities and safe housing from the abuser, counseling and support services. Unfortunately, those escaping domestic violence often do not have the necessary resources or skills to find safe housing and employment.

Substance abuse often makes the risk of homelessness and other housing issues more prevalent in the special needs population. Alcohol and drug addiction create not only issues for the abuser but also family and friends which can lead to loss of employment and housing.

Mental health is also a factor that can lead to homelessness due to behavioral problems that impacts obtaining housing and employment. Persons with mental health can often access services but may have difficulty obtaining housing and employment particularly in they have been discharged from a facility where they no longer have guidance to remain on medications, etc.

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## **NA-50 Non-Housing Community Development Needs – 91.215 (f)**

### **Describe the jurisdiction’s need for Public Facilities:**

A number of public facility needs have been identified from activities such as improvements to existing infrastructure due largely to age to development activities to keep pace with the growing population. Increased residential density development areas, mixed-use and mixed income developments, and transportation development to include pedestrian, bicycle, and traffic improvements and public transportation particularly providing for underserved areas. This come through new land use policies, that remove regulatory barriers and provide incentives for development to meet the needs of the growing population and aging population in the County.

### **How were these needs determined?**

Needs were determined through a public participation process of meeting with Richland County stakeholders and residents, which included interviews, community meetings, focus groups, and an online survey.

### **Describe the jurisdiction’s need for Public Services:**

Public services are often interpreted as social service but in this context, it includes services such as the public library system, the county sheriff, fire protection, emergency medical services, transportation and public schools. Coordination of planning and decision-making efforts with the City of Columbia is also key to providing comprehensive services for resident and include various utilities and ensuring equitable distribution.

Additionally, there is a need for educational opportunities for all age groups, affordable healthcare, affordable childcare, supportive services, and legal services. All services need to be available county-wide and easily accessible with having to travel great distance to receive needed assistance.

### **How were these needs determined?**

Needs were determined through a public participation process of meeting with Richland County stakeholders and residents, which included interviews, community meetings, focus groups, and an online survey.

## Housing Market Analysis

### MA-05 Overview

#### Housing Market Analysis Overview:

Richland County is a long-established County. The County is growing in population which in turn generates the need for housing. The County is still rural in nature once leaving metropolitan areas around the City of Columbia.

According to 2016-2020 American Community Survey Data, the County has 70,705 owner-occupied housing units (65.4% of all occupied housing units) and 37,467 renter-occupied housing units (34.6% of all occupied housing units). The number of rental units is increasing each year

The condition of the housing stock is fairly sound. The owner-occupied houses are generally well maintained and through the Code Enforcement efforts, the County strives to keep both owner-occupied and rental housing up to code standards.

The median home value as of 2020 was \$167,500 and the median gross rent was \$998/month for the same time period.

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## MA-10 Number of Housing Units – 91.210(a)&(b)(2)

### Introduction

According to the 2016-2020 ACS data, there are 154,514 total housing units. There are 108,172 occupied housing units, which means there are 22,041 vacant housing units. The majority of the owner-occupied housing are 3 or more bedrooms (91% of all owner-occupied houses). The majority of the renter-occupied housing are 2 bedrooms or 3 or more bedrooms (81% of all renter-occupied houses).

### All residential properties by number of units

Property Type	Number	%
1-unit detached structure	72,770	69%
1-unit, attached structure	1,805	2%
2-4 units	4,953	5%
5-19 units	12,875	12%
20 or more units	4,695	4%
Mobile Home, boat, RV, van, etc	8,669	8%
<b>Total</b>	<b>105,767</b>	<b>100%</b>

Table 26 – Residential Properties by Unit Number

Data Source: 2013-2017 ACS

### Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	138	0%	568	2%
1 bedroom	295	0%	5,705	17%
2 bedrooms	5,120	9%	11,585	34%
3 or more bedrooms	54,485	91%	16,069	47%
<b>Total</b>	<b>60,038</b>	<b>100%</b>	<b>33,927</b>	<b>100%</b>

Table 27 – Unit Size by Tenure

Data Source: 2013-2017 ACS

### Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The following number of units in Richland County that are assisted with Federal, State, and Local Programs is as follows:

- **Public Housing** – 1,641 housing units. The income levels are at 80% and below AMI.
- **Housing Choice Vouchers** – 3,154 vouchers, 3,024 of which are tenant-based and 130 of which are Veterans Affairs Supportive Housing. The income levels are at 80% and below of AMI.



**Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.**

Richland County stands to lose at least 210 publicly supported housing units from its affordable housing stock over the next five years due to incoming planned demolitions and sales. There are plans for new developments to make up for those lost units.

**Does the availability of housing units meet the needs of the population?**

There are insufficient number of affordable housing units to meet the housing needs of County residents. Increasing rents and housing values have created a market which is unaffordable for many County residents as incomes have not kept pace with housing costs.

This market gap contributes to need publicly supported housing. This demand is illustrated by the CHA Public Housing waiting list, which has a greater number of people on the list than the total number of public housing units in the jurisdiction.

**Describe the need for specific types of housing:**

There is a need in the County for all types of housing, ranging from both rental and homeowner units in a variety of bedroom combinations, though as previously shown the types of homeowner units are 3 or more bedrooms in size and rental units are 2- and 3-bedroom units. Additionally, affordable, accessible units for the elderly and persons with disabilities, and more housing for homeless and non-homeless special needs populations such as victims of domestic violence.

**Discussion**

Single-family detached housing represents the majority of the housing stock in the County. The data indicates 69% of the units are single family detached and of that number 91% of owner-occupied housing are 3 or more bedroom. The need for affordable both homeownership and rental properties exists for households at or below 80% of median income. There is also a need for additional housing appropriate for the elderly, families of persons with disabilities, and other special needs populations in the less built-up areas of the County.

## MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

### Introduction

The cost of housing increased from a median value of \$143,000 in 2009 to \$154,100 (8%) in the County, over the period of 2009 to 2017 for a single-family home. Current Census Data indicates the median value is \$167,500. According to Redfin the median sales price is \$241,000 which is an increase of 11.6% since last year which was 1.6% over listing prices and houses were on the market an average of 15 days.

According to the 2020 American Community Survey, the median rent in Richland County is \$998 per month for any size unit with 43.9% of renters paying more than 35% of their household income.

The County needs to continue its efforts to increase homeownership among residents and maintain affordable rental options, particularly for the elderly, disabled, and those on a fixed income.

### Cost of Housing

	Base Year: 2009	Most Recent Year: 2017	% Change
Median Home Value	143,000	154,100	8%
Median Contract Rent	601	726	21%

Table 28 – Cost of Housing

Data Source: 2000 Census (Base Year), 2013-2017 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	5,835	17.2%
\$500-999	21,379	63.0%
\$1,000-1,499	5,350	15.8%
\$1,500-1,999	1,064	3.1%
\$2,000 or more	320	0.9%
<b>Total</b>	<b>33,948</b>	<b>100.0%</b>

Table 29 - Rent Paid

Data Source: 2013-2017 ACS

### Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	1,140	No Data
50% HAMFI	5,645	4,725
80% HAMFI	20,403	14,607
100% HAMFI	No Data	21,084
<b>Total</b>	<b>27,188</b>	<b>40,416</b>

Table 30 – Housing Affordability

Data Source: 2013-2017 CHAS

**Monthly Rent**

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	671	838	959	1,255	1,571
High HOME Rent	671	833	959	1,148	1,261
Low HOME Rent	612	656	787	908	1,013

**Table 31 – Monthly Rent**

Data Source: HUD FMR and HOME Rents

**Is there sufficient housing for households at all income levels?**

As the following data reveals, based on the HUD - CHAS data there is not sufficient housing at all income levels due to the cost over burden criteria in each category with the Black/African American households being the most impacted:

The following households have housing costs that are 0% to 30% of their AMI:

30-50% and have severe housing problems:

- 7.5% of all White households
- 14.1% of Black/African American households
- 0.03% of American Indian and Alaska Native households
- 0.3% of Asian households
- 0.01% of Pacific Islander households
- 1.1% of Hispanic households

The following percentages of households are cost burdened by over 50%

- 5.6% of all White households
- 13.7% of Black/African American households
- 0.02% of American Indian and Alaska Native households
- 0.6% of Asian households
- 0.0% of Pacific Islander households
- 0.9% of Hispanic households

As the following data reveals, based on the HUD - CHAS data there are severe housing problems at all income levels with the Black/African American households being the most impacted:

The following percentages of households with severe housing problems at 0-30%:

- 17.7% of all White households
- 71.5% of Black/African American households
- 0.2% of American Indian and Alaska Native households

- 02.8% of Asian households
- 0.0% of Pacific Islander households
- 5.5% of Hispanic households

The following percentages of households with severe housing problems at 30-50%:

- 28.1% of all White households
- 65.1% of Black/African American households
- 0.0% of American Indian and Alaska Native households
- 2.2% of Asian households
- 0.0% of Pacific Islander households
- 2.9% of Hispanic households

The following percentages of households with severe housing problems at 50-80%:

- 42.7% of all White households
- 44.4% of Black/African American households
- 0.7% of American Indian and Alaska Native households
- 6.0% of Asian households
- 0.5% of Pacific Islander households
- 3.6% of Hispanic households

### **How is affordability of housing likely to change considering changes to home values and/or rents?**

The amount of affordable housing will decrease as rents and sales prices increase. The median income in the County has increased at a slower rate than the increase in the price of housing. This will cause continued housing affordability issues particularly for low- and moderate-income households.

### **How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?**

The current median rent in the County is \$1,218 per Zillow.com. The current HUD FMR rents range from \$834 for an efficiency unit up to \$1,531 for a 4-bedroom unit. The median FMR is \$1,098. Rent amounts are in line with the FMRs however the issue still related to affordability. Incomes of County residents that are lower income cannot support the rent unless there is some form of subsidy available.

### **Discussion**

Affordability and accessibility in rentals remain a problem for lower income residents throughout the County.

## MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

### Introduction

The Housing Market Analysis is an overview of the condition of housing in the County, including a discussion of the number of households experiencing housing problems, an analysis of the risk from lead-based paint, and a description of the condition of vacant or abandoned housing in the county.

### Definitions

The following definitions are included in the table below:

#### “Selected Housing Conditions:”

- **Over-crowding (1.01 or more persons per room)**  
Defines as occupants per room is obtained by dividing the reported number of current residents in each occupied housing unit by the number of rooms (including rooms other than bedrooms) in the unit. A unit is considered overcrowded if there is more than one occupant per room.
- **Lacking a complete kitchen**  
Defined as a unit having complete kitchen facilities if it has all three of the following: a sink with a faucet, a stove or range, and a refrigerator. All kitchen facilities must be located in the unit but need not be in the same room.
- **Lack of plumbing facilities and/or other utilities**  
Defined as complete plumbing facilities are: hot and cold piped water, a flush toilet, and a bathtub or shower. The absence of any of these three facilities from the housing unit qualifies as lack of complete plumbing facilities.
- **Cost overburden**  
Defined as a household is considered to be cost burdened if more than 30 percent of household income is spent on housing costs including rent or mortgage, property tax, and utilities.

“**Substandard Condition:**” Does not meet code standards or contains one of the selected housing conditions.

“**Suitable for Rehabilitation:**” The amount of work required to bring the unit up to minimum code standards, and the existing debt on the property, together are less than the fair market value of the property.

“**Not Suitable for Rehabilitation:**” The amount of work required to bring the unit up to minimum code standard exceeds the fair market value of the property after rehabilitation work is complete.

**Condition of Units**

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	13,420	22%	15,445	46%
With two selected Conditions	230	0%	775	2%
With three selected Conditions	24	0%	20	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	46,370	77%	17,700	52%
<b>Total</b>	<b>60,044</b>	<b>99%</b>	<b>33,940</b>	<b>100%</b>

**Table 32 - Condition of Units**

Data Source: 2013-2017 ACS

**Year Unit Built**

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	20,575	34%	9,469	28%
1980-1999	20,674	34%	11,500	34%
1950-1979	17,619	29%	11,835	35%
Before 1950	1,220	2%	1,125	3%
<b>Total</b>	<b>60,088</b>	<b>99%</b>	<b>33,929</b>	<b>100%</b>

**Table 33 – Year Unit Built**

Data Source: 2013-2017 CHAS

**Risk of Lead-Based Paint Hazard**

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	18,839	31%	12,960	38%
Housing Units build before 1980 with children present	11,078	18%	6,719	20%

**Table 34 – Risk of Lead-Based Paint**

Data Source: 2013-2017 ACS (Total Units) 2013-2017 CHAS (Units with Children present)

**Vacant Units**

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units			
Abandoned Vacant Units			
REO Properties			
Abandoned REO Properties			

**Table 35 - Vacant Units**

### **Need for Owner and Rental Rehabilitation**

The Year Unit Built Table above, indicated 31 percent of owner-occupied housing and 38 percent of renter-occupied housing were built before 1980. This likely means a total of 31,799 housing units are potentially in need of some type of repairs and most of those units are at risk of lead-based paint hazards given lead paint was in use up until 1978. At least some of the approximately 16,000 vacant and abandoned units may be suitable for rehabilitation.

Affordable housing issues was a top discussion point as a priority. Housing rehabilitation of existing housing units was another priority mentioned during discussions, particularly as it relates to the elderly aging in place. Other housing priorities included rental assistance, new construction of homeownership and rental opportunities, maintaining existing affordable units and acquisition/development of new affordable units.

### **Estimated Number of Housing Units Occupied by Low- or Moderate-Income Families with LBP Hazards**

Determining the precise number of households at risk of lead-based paint poisoning is difficult. Residents in substandard or older housing and low-income households are at higher risk than higher income households living in newer or rehabilitated housing.

According to the 2016-2020 American Community Survey (ACS) 11,078 housing units with children in the Richland County were built before 1980. A significant percentage of at-risk housing units were constructed in the period from 1950 to 1979 when lead-based paint was relatively less common, although not strictly prohibited for residential use. These units likely have some level of lead-based paint and issues associated with lead, particularly in units with children aged 6 and under.

The 2016-2020 ACS indicates 101,675 of County residents or 42% are at or below 80 percent AMI. Approximately half of the 11,078 households with children are at some risk of lead-based paint hazard.

### **Discussion**

Housing units in the County are fairly new with 74% of the units constructed after 1980. The potential of lead-based paint hazard is reduced with the newer housing stock. However, lower income households may not be able to afford a newer unit and will continue to reside in older homes which may pose greater lead-based paint risk. Rehabilitation of these older units helps to maintain affordability and reduce lead-based paint risk.

## MA-25 Public and Assisted Housing – 91.210(b)

### Introduction

This section details the total number of public and assisted housing units available in unincorporated areas of Richland County. Details are provided about each public housing development including an explanation of physical inspection scores. Public and assisted housing needs and the strategy adopted by CHA for improving the living environment of families living in public housing is also discussed.

### Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
						Veterans Affairs Supportive Housing	Family Unification Program	Disabled *	
# of units vouchers available	0	102	2,074	3,217	0	3,217	914	0	883
# of accessible units									
<b>*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition</b>									

**Table 36 – Total Number of Units by Program Type**

Data Source: PIC (PIH Information Center)

### Describe the supply of public housing developments:

### Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

Overall, CHA manages 29 developments throughout the county. The inspection scores for Public Housing Developments are unavailable because the CHA did not perform inspections between 2020 and the start of 2022 due to the Covid-19 pandemic. New inspections have been completed but the HUD scores were not available in time for the creation of this plan.



**Public Housing Condition**

Public Housing Development	Average Inspection Score
Pine Forest	unavailable
Marion Street High-Rise	unavailable
Congaree Vista	unavailable
J. William Pitts Apartments	unavailable
Pinewood Terrace	unavailable
Waverly	unavailable
Hammond Village	unavailable
Celia Saxon Family Units	unavailable
Oak Read High-Rise	unavailable
Arsenal Hill	unavailable
Eastover	unavailable
Fair Street	unavailable
Allen Benedict Court	unavailable
Single Family Homes, scattered	unavailable
Dorrah-Randall	unavailable
Archie Drive	unavailable
Richland East	unavailable
Latimer Manor	unavailable
Gonzales Gardens	unavailable
Arlington Manor	unavailable
Atlas Road	unavailable
Columbia Apartments	unavailable
Elmwood/Oak Elder Cottages	unavailable
Fontaine Place	unavailable
Greenfield, Thornwell, Overbrook	unavailable
Richland Village	unavailable
Rosewood Hills	unavailable
St. Andrews Terrace	unavailable
The Corners Apartments	unavailable
The Reserves at Faraway Terrace	unavailable
Village at River's Edge	unavailable
Wheeler Hill	unavailable
Yorktown Apartments	unavailable

**Table 37 - Public Housing Condition**

**Describe the restoration and revitalization needs of public housing units in the jurisdiction:**

The inspection scores for Public Housing Developments are unavailable because the CHA did not perform inspections due to the Covid-19 pandemic. As such, restoration and revitalization needs are found through consultation with the Columbia Housing Authority.

**Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:**

According to its 2020-2024 five-year plan, CHA has adopted the following objectives for improving the quality of life for public housing residents:

- Strengthen relations with the people we serve by increasing mutual accountability and by improving our ability to connect them to vital services in the community that will foster economic self-sufficiency and quality of life opportunities.
- Develop a comprehensive strategy through the engagement of Columbia Housing's communities and law enforcement agencies that can improve public safety and the quality of life within its communities.

**Discussion:**

CHA is the public housing agency responsible for public housing in Richland County, including the unincorporated areas of the county. The majority of public housing developments in Richland County are within the city limits of Columbia. Of the 2,200 traditional public housing units managed by CHA, one development (25 units) is in unincorporated Richland County. Additional publicly supported housing in the county is outlined in section MA-10; the majority of these developments are also within the city limits of Columbia. Two developments with a total of 132 units are located in unincorporated areas of the county. All public housing developments for which inspection scores are available meet REAC standards. The CHA is pursuing a strategy of collaboration with community members and various partners to improve the living environment of public housing residents.

## MA-30 Homeless Facilities and Services – 91.210(c)

### Introduction

This section describes services and facilities available in Richland County to meet the needs of individuals and families experiencing homelessness. The services and facilities described include those available in incorporated areas, such as within the City of Columbia.

### Definitions

**Continuum of Care (CoC):** A community with a unified plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximize self-sufficiency. HUD funds many homeless programs and HMIS implementations through CoC grants.

**Housing Inventory Count (HIC) and Point in Time count (PIT):** The HIC Consists of three housing inventory charts for emergency shelter, transitional housing, and permanent supportive housing. The PIT is a snapshot of the homeless population taken on a given day. This count includes a street count in addition to a count of all clients in emergency and transitional beds.

**Homeless Management Information System (HMIS):** The HMIS is a computerized data collection tool designed to capture client-level information over time on the characteristics and service needs of men, women, and children experiencing homelessness.

**Mainstream service providers:** Providers of services not specifically focused on addressing the needs of individuals and families experiencing homelessness.

**Supportive housing:** Supportive housing is an evidence-based housing intervention that combines non-time-limited affordable housing assistance with wrap-around supportive services for people experiencing homelessness, as well as other people with disabilities.

**Facilities and Housing Targeted to Homeless Households**

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	58	0	124	173	0
Households with Only Adults	359	0	119	649	0
Chronically Homeless Households	0	0	0	347	0
Veterans	12	0	22	414	0
Unaccompanied Youth	12	0	0	8	0

**Table 38 - Facilities and Housing Targeted to Homeless Households**

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**Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons**

Richland County has a wide variety of organizations providing services for the homelessness. These providers that offer a wide variety of services to County residents as well as organization which specifically serve the homeless. The Midlands Area Consortium for the Homeless (MACH) is designated Continuum of Care for Richland County as well as 13 other counties in the central region of the State. The COC is made up of representatives from the following:

- Local government staff/officials
- CDBG/HOME/ESG entitlement jurisdictions
- law enforcement
- local jails
- hospitals
- emergency medical service/crisis response teams
- mental health service organizations
- substance abuse service organizations
- affordable housing developers/providers
- public housing authorities
- domestic violence/human trafficking advocates
- youth advocates
- 2-1-1 call center
- LGBTQ advocates

The Eau Claire Health Cooperative administers a U.S. Department of Health and Human Services (DHHS) homeless healthcare grant and provides onsite medical care at three local agencies: Transitions, Homeless No More, and The Cooperative Ministry. Transitions serves homeless adults, Homeless No More serves families with children, and The Cooperative Ministry serves the working poor.

The Columbia Area Mental Health Center (CAMHC) and Lexington Community Mental Health Center (LCCMHC) participate in an ongoing regional partnership to address the behavioral health needs of the community, including people experiencing homelessness and those at risk of becoming homeless.

Goodwill Industries and the Richland County Public Library offer job training, assistance with job search, resume building, and skill development through their respective locations in downtown Columbia.

Coordination and cooperation with emergency medical services and hospitals as well as local law enforcement, courts, jails and advocacy groups ensures that individuals experiencing homelessness who enter the mainstream healthcare system or criminal justice system are connected with services suited to their needs.

**List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.**

The following list of services and facilities is based on information from the Midlands Area Consortium for the Homeless (MACH), the United Way, and the 2016 CoC application. These are organizations with services specifically targeted for the homeless. The organizations listed provide a broad range of services including those specifically targeted for the indicated populations. Together these services and facilities constitute a CoC that extends from outreach to individuals experiencing homelessness to emergency shelter, rapid re-housing, healthcare, behavioral health services, job training, and transitional housing.

Successful recovery for individuals experiencing chronic homelessness depends on access to stable housing. Permanent supportive housing for such individuals is provided by the following organizations with programs targeted for chronic homelessness.

**Chronically Homeless Service Providers:** Columbia Area Mental Health Center, Midlands Housing Alliance (Transitions), VA Medical Center (Dorm), 180 Place

Many organizations providing services for individuals experiencing homelessness do not have services and facilities adequate to meet the needs of families with children. In an interview conducted for this Consolidated Plan, representatives from Homeless No More indicated that the need for such services and facilities far exceeds the available supply. Supportive housing for these families provides stability that helps prevent school absences and contributes to academic achievement. The following organizations provide services targeted to families with children experiencing homelessness.

**Families with Children:** Christ Central Ministries - Hannah House, Homeless No More, Toby's Place, USC, School of Medicine, Department of Internal Medicine, Supportive Housing Services

The organizations below provide supportive housing services specifically designed to meet the needs of veterans experiencing homelessness. HUD also provides rental assistance vouchers through the CHA for privately owned housing to veterans who are eligible for VA health care services and are experiencing homelessness. VA case managers may connect veterans with support services such as health care, mental health treatment and substance use counseling to help them in their recovery process and with maintaining housing in the community.

**Veterans:** VA Medical Center (Dorm), Alston Wilkes Veterans Home

Homeless organization representatives interviewed for this Consolidated Plan also indicated that supportive housing services targeted to unaccompanied youth are insufficient to meet the needs in Richland County. The organizations below provide various services for unaccompanied youth

experiencing homelessness; however, long-term supportive housing with developmentally appropriate services are limited. Only four beds with these services are available in the county.

**Unaccompanied Youth:** Alston Wilkes Society-Columbia, Epworth Children's Home, Growing Home Southeast, Lexington School District Two McKinney-Vento Liaison, Mental Illness Recovery Center, Mental Illness Recovery Center Inc. (MIRCI), Palmetto Place Children's Shelter, Richland County Public Defender's Office (youth defender), Richland School District One McKinney-Vento Liaison, Richland School District Two McKinney-Vento Liaison, State of South Carolina Department of Social Services, University of South Carolina Social Work

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## **MA-35 Special Needs Facilities and Services – 91.210(d)**

### **Introduction**

There are many County residents with special housing needs. As was expressed numerous time the needs of the elderly for housing maintenance and rehabilitation are the most significant as these household wish to age in place. Additionally, individuals with disabilities are in need of housing improvement related to accessibility as well as ensuring public facilities are accessible. Persons with mental health needs also tend to be an underserved population particularly if they are low- and moderate-income County residents.

**Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs**

Permanent supportive housing has been shown to provide housing stability when wrap-around services are available. Estimating the number of individuals who require this level of service is difficult as many of the above populations do not know where to seek assistance. Highlighted below are several special needs populations in the County and the types of that which would be of benefit to them.

Elderly individuals, particularly frail elderly and elderly with disabilities often require monetary support related to housing and sustenance as well as assisted living services such as access to healthcare, assistance with household tasks, and in some cases publicly assisted housing. Person ages 65 and older comprise approximately 12.7% of the County population. Elderly persons and especially the frail elderly often experience accessibility issues and as has been previously noted both the elderly and frail elderly have difficulties maintaining their homes.

Persons with mental health issues often require transitional or permanent supportive housing and associated treatment, social services assistance and housing assistance to live independently. Five out of eight South Carolina Department of Mental Health inpatient facilities are located in Richland County. When persons are discharged from these facilities, they often do not have the means to return to their original home location and remain in the County. In addition, when discharged they require housing and services, which places additional strain on the already over-burdened providers.

There is a wide variety of types of disabilities and needs to assist persons with disabilities. The need ranges from healthcare services, assistance with household tasks, financial assistance, and accessibility improvements.

According to 2018-2020 surveillance data from the South Carolina Department of Health and Environmental Control, Richland County reported 3,226 existing cases of HIV, of which 330 are new HIV



cases in the period from 2018 to 2020. The City of Columbia is a HOPWA grantee and provides supportive housing services for individuals with HIV/AIDS in Richland County.

Based on information from the most recent South Carolina Department of Public Safety report on domestic violence (2008-2012), approximately 16,421 victims of domestic violence live in Richland County, 12,805 (76.%) of whom are women and 74.4% of whom are Black/African-American. Services needed for this population may include emergency and transitional housing, social services, mental and physical healthcare.

**Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing**

Publicly funded permanent supportive housing is available specifically for mental health patients through the Mental Illness Recovery Center (MIRCI). The organization provides permanent housing for individuals with mental illness. Long-term intensive case management and treatment for those experiencing serious chronic mental illness is provided by Columbia Area Mental Health Center (CAMHC). CAMHC has a community housing program which provides safe and affordable housing with supervision and rehabilitation services. The Homeshare program through CAMHC places patients in private homes of trained providers offering support and promoting living skills. Demand typically exceeds the availability services.

**Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)**

The Richland County Community Development Division (CDD) will focus on increasing the supply of affordable housing in the County to continue to make independent living possible.

**For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))**

Not Applicable

## **MA-40 Barriers to Affordable Housing – 91.210(e)**

### **Negative Effects of Public Policies on Affordable Housing and Residential Investment**

A number of policies in the County potentially impact affect affordable housing and residential investment. Some policy barriers are beyond the control of the county due to State regulations. The County embarked on rewriting the County's Land Development Code (LDL) in 2021 to "develop 21<sup>st</sup> Century" regulations and remove barriers to affordable housing development.

A 2013 study of affordable housing in Columbia, South Carolina, from Clemson University recommended inclusionary zoning as a means for increasing the affordable housing stock in Columbia. This recommendation received public support at the 2017 South Carolina Housing Policy Summit. According to a 2017 report on affordable housing in Richland County, however, inclusionary housing is not an option in the county. At present South Carolina has no statute to address inclusionary zoning. On February 1, 2017, South Carolina State Senator Marlon Kimpson introduced Senate Bill S.346, known as the South Carolina Inclusionary Zoning Act. The act would modify the South Carolina Code of Laws to "provide that counties and municipalities are authorized to use inclusionary zoning strategies to increase the availability of affordable housing." The bill is presently under review by the senate committee on judiciary. If passed, this would provide Richland County with an additional policy option for addressing affordable housing needs.

According to a representative of the Midlands Housing Trust Fund participating in a panel discussion, the construction of accessory dwellings is an additional means of increasing the number of affordable housing units in the county. Accessory dwellings are a secondary house or apartment with its own kitchen, living area and separate entrance that shares the building lot of a larger, primary house.

The Land Development Code of Richland County, South Carolina, includes certain restrictions on accessory dwellings including:

- Only one accessory dwelling shall be permitted per single-family dwelling
- A manufactured home may not be used as an accessory dwelling
- The gross floor area of the accessory dwelling shall not exceed 500 square feet or contain more than 1/4th of the heated floor area of the principal single-family dwelling

Additional county development regulations and fees which may limit the development of new affordable housing which were identified in the previous Consolidated Plan still remain, these include:

- A limited number of zoning districts that allows the location of new mobile home parks make it difficult to locate a new mobile home park in the county
- Subdivision regulations that require all roads in new developments to be paved and constructed to county standards, rather than offering alternatives for dirt roads in smaller subdivisions

- Subdivision regulations that require all new subdivisions of 50 lots or more to provide sidewalks and landscaping, items which add additional development costs that are passed on to home buyers
- A substantial increase in building permit fees was adopted in 2005 to bring fees in line with neighboring jurisdictions. These increases result in increased building costs for developers and homebuyers
- Increases in the water meter tap fee for a single-family home, and the nearly doubling of the sewer tap fee have directly contributed to rising housing costs in the county.

The County's most recent Analysis of Impediments to Fair Housing Choice identified several minor items in its public policies that may serve as barriers to affordable housing. The County has continued to revise and update its Zoning Ordinance. This document is consistent with the Fair Housing Act, Section 504, and the Americans with Disabilities Act though it should be amended to add new definitions of Family, Handicap (disabled), Fair Housing Act, Accessibility, Visitability, etc. There are no other public policies that restrict fair housing.

Richland County is committed to removing or reducing barriers to the development of affordable housing whenever possible throughout the County. A variety of actions include, among others, to reduce the cost of housing to make it affordable.

- Provide developers and non-profits with incentives for the construction or rehabilitation of affordable housing to keep rents affordable
- Provide assistance to first time homebuyer to purchase a home.
- Assist in acquiring sites for development of affordable housing.
- Promote Federal and State financial assistance for affordable housing.

There are no known public policies in Richland County that are a barrier to affordable housing. The County's Department of Planning and Community Development monitors the following:

- Land Use Controls
- Zoning Ordinance
- Building Code
- Fees and charges

The current LDC was adopted in 2005, which included an update from the code established in 1977. The purpose of the Rewrite is to develop 21<sup>st</sup> Century regulations that implement the County's vision for where and how it grows, are user-friendly for all citizens, align with current best practices, allow for development in different contexts, provide for higher-quality development, and support a more sustainable Richland County.

The LDC is the adopted law of the county that regulates land use, growth, and development. It governs everything from the types of uses, location, and size of a development within various zones, as well as establishes the procedures for how development proposals are reviewed, including approvals and denials. The LDC also controls various development and subdivision standards such as parking, landscaping, signs, addressing, building form, and open space within a development, and the division and platting of land as well as road layout and other infrastructure requirements.

The Code Rewrite will be a significant departure from the current LDC and will not simply be an update or provide revisions but institute an entirely new land development code. Major differences to expect include:

- More user-friendly
  - User-friendliness consolidates and reorganizes the LDC structure; includes illustrations, diagrams, flowcharts, tables; uses down-to-earth language; and standardizes procedures for applications and submittals.
- Implements policies of PLAN Richland County
  - Implementing Plan Richland provides a greater range and type of housing choice than historically possible; eases the ability to undertake infill, redevelopment, and investment for commercial properties; enables preservation and continuance of rural character and working lands with appropriate zoning; allows for more open space, better conservation of land, incentives for green practices; and allows for military operations to continue and avoid encroachments.
- Aligns zoning districts and uses with current best-practices
  - New districts, new uses, and new use standards allow for development in different contexts versus a one-size-fits-all approach throughout all areas of the County
- Bring development standards into the 21<sup>st</sup> Century
  - Through contemporary development standards, such as modernized parking standards, minimum open space requirements, design and form standards, the new code will help provide for quality development all County residents can agree upon and enhance the quality of development.
- More green and sustainable development
  - Green development practices will help provide a more sustainable County and more sustainable development pattern that benefits all.

## MA-45 Non-Housing Community Development Assets – 91.215 (f)

### Introduction

Richland County benefits from being the seat of state government, the University of South Carolina and Fort Jackson. Additionally, the county is seeking economic development projects to attract business to create jobs and revitalize neighborhoods. The County still has several challenges including a significant number of residents living in poverty, the skills of the labor force often does not match the needs of the business community, lack of infrastructure and policy barriers which slow the pace of economic growth.

Non-housing community development issues are area road improvements, public transportation, and sidewalk and lighting improvements are needed improvements.

### Neighborhood Master Planning

Non-housing community development are now guided by the efforts of the Neighborhood Master Plans. A neighborhood master plan is a study of planning issues in a residential neighborhood including its commercial component. The neighborhood master plans include:

- Future land use for residential, commercial, open space, civic and recreational uses
- Capital improvements that will impact safety, housing, economic development, community access and public services
- Demographics and statistics
- Public meetings and workshops
- Assessment of challenges and needs
- Strategies to guide community improvements and growth

Approved and adopted County Council, each Neighborhood Master Plan is incorporated into the County’s Comprehensive Plan. The Neighborhood Improvement Program ensure strategies and programs are implemented. The Richland County Neighborhood Improvement Program was established by County Council to coordinate and fund neighborhood master plans and improvement projects in Richland County. The program is a partnership between county government and neighborhood organizations.

### Economic Development Market Analysis

#### Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	525	938	1	1	1
Arts, Entertainment, Accommodations	12,697	8,441	15	11	-3

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Construction	3,555	4,349	4	6	2
Education and Health Care Services	14,430	8,783	17	12	-5
Finance, Insurance, and Real Estate	8,894	12,727	10	17	7
Information	1,741	1,720	2	2	0
Manufacturing	7,242	6,997	8	9	1
Other Services	2,839	2,111	3	3	0
Professional, Scientific, Management Services	5,617	3,159	6	4	-2
Public Administration	0	0	0	0	0
Retail Trade	12,016	11,026	14	15	1
Transportation and Warehousing	3,650	1,707	4	2	-2
Wholesale Trade	3,531	3,686	4	5	1
Total	76,737	65,644	--	--	--

**Table 39 - Business Activity**

**Data** 2013-2017 ACS (Workers), 2017 Longitudinal Employer-Household Dynamics (Jobs)  
**Source:**

**Labor Force**

Total Population in the Civilian Labor Force	130,701
Civilian Employed Population 16 years and over	120,790
Unemployment Rate	7.54
Unemployment Rate for Ages 16-24	28.47
Unemployment Rate for Ages 25-65	4.69

**Table 40 - Labor Force**

**Data Source:** 2013-2017 ACS

Occupations by Sector	Number of People
Management, business and financial	26,490
Farming, fisheries and forestry occupations	6,365
Service	12,320
Sales and office	33,395
Construction, extraction, maintenance and repair	6,705
Production, transportation and material moving	6,190

**Table 41 – Occupations by Sector**

**Data Source:** 2013-2017 ACS

**Travel Time**

Travel Time	Number	Percentage
< 30 Minutes	76,770	66%
30-59 Minutes	33,820	29%
60 or More Minutes	5,825	5%
<b>Total</b>	<b>116,415</b>	<b>100%</b>

**Table 42 - Travel Time**

Data Source: 2013-2017 ACS

**Education:**

**Educational Attainment by Employment Status (Population 16 and Older)**

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	4,645	870	4,300
High school graduate (includes equivalency)	20,640	1,874	7,140
Some college or Associate's degree	32,925	2,180	8,030
Bachelor's degree or higher	38,360	1,195	5,725

**Table 43 - Educational Attainment by Employment Status**

Data Source: 2013-2017 ACS

**Educational Attainment by Age**

	Age				
	18-24 yrs	25-34 yrs	35-44 yrs	45-65 yrs	65+ yrs
Less than 9th grade	359	680	834	1,246	1,769
9th to 12th grade, no diploma	3,015	2,125	1,355	3,618	2,023
High school graduate, GED, or alternative	7,470	8,160	6,770	14,810	9,085
Some college, no degree	12,380	9,660	7,659	14,538	6,423
Associate's degree	1,005	2,445	3,650	6,129	2,390
Bachelor's degree	2,790	7,630	8,063	14,115	4,985
Graduate or professional degree	400	3,390	4,855	8,390	3,955

**Table 44 - Educational Attainment by Age**

Data Source: 2013-2017 ACS

**Educational Attainment – Median Earnings in the Past 12 Months**

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	253,145
High school graduate (includes equivalency)	412,105
Some college or Associate's degree	459,105
Bachelor's degree	646,455
Graduate or professional degree	575,360

**Table 45 – Median Earnings in the Past 12 Months**

Data Source: 2013-2017 ACS

**Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?**

Education and health care continue to be the employment sector in Richland County with the most workers, employing 18% of workers in the County, though only 13% of jobs are in this sector. Arts, Entertainment, Accommodations is the next highest sector, each with 16% of workers, though only 12% of jobs are in this sector. Retail trade is the next highest sector, each with 15% of workers, though only 16% of jobs are in this sector. The imbalance between employment and the number of jobs suggests that many in the three major sectors commute out of the county to their employment. Data indicates the almost 1/3 of workers in the County commute more than 30 minutes to work. This information is the most recent data available.

The sector with the most jobs located in the county is finance, insurance, and real estate with 13,409 jobs, or 19 percent of all jobs in the county. The numbers of workers in the finance, insurance, and real estate industry as well as in manufacturing industry compared to the number of jobs suggests the workers outside the county, from neighboring Lexington County for example, are traveling into Richland County for jobs in these industries.

Approximately 9 percent of the adult population and population aged 18 to 24 years have less than a high school diploma or equivalent. Approximately 27% the adult population and population aged 18-24 have at least some college.

**Describe the workforce and infrastructure needs of the business community:**

Affordable housing remains an issue due in part to concerns of concentration in specific areas of the county. This concerns is largely due to opposition to high density development and the prospect of Section 8 housing in northwestern parts of the County and allowing the lower area of the County below the City of Columbia to retain its the rural nature. The term workforce housing has become a better descriptive term to define affordable housing. This is housing that working class families such as teachers, firefighters, young professionals, factory workers can afford to purchase and begin raising families.



Street and highway infrastructure which includes reconstruction of existing roads, construction of new roads, improved lighting, bicycle lanes, sidewalks, and greenways is another area of major need. With the improvements to the road and highway infrastructure, the County needs to address the associated improvements to water and sewer infrastructure which needs to be constructed and/or rehabilitated to serve potential sites of new business and residential development. Initiative such as the gas tax and increase in sales tax continue to assist in creating funding for these improvements.

**Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.**

The County has undertaken a master planning effort and to date has developed 10 neighborhood master plans which when completed and adopted by County Council are incorporated into the comprehensive plan. These neighborhood plans are a detailed studies of specific planning issues related to residential neighborhoods and their commercial component. Each Neighborhood Master Plan is unique, but many contain similar elements such as:

- Community assessments
  - Future land use for residential, commercial, open space, civic and recreational uses
  - Capital improvements that will impact safety, housing, economic development, community access and public services
- Demographics and statistics
- Public meetings and workshops
- Assessment of challenges and needs
- Strategies to guide community improvements and growth
  - Priority of improvements
  - Cost estimates
  - Timelines for implementation and completion

The Economic Development Committee continues to do outreach with local businesses to understand the need of the business community. As with any development, natural locations need to be identified such as the I-77 Corridor. However, the natural development corridors often entail the need for upgrades or installation of infrastructure. Other factors influencing economic development are taxes and retention of the workforce.

**How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?**

Education is key to economic development in the County, often as jobs are created local residents do not have the necessary skill and training opportunities are limited. The perception is that workers from outside the county are capturing a disproportionate number of new mid-skill jobs.

Richland County community development staff expressed the need for more focus on developing small businesses in the county. The economic development staff drew attention to several community development assets in the county. A number of large employers operate on Broad River Road near the Broad River master planning area, and in the large master planning area of Lower Richland County there is significant economic activity in the construction and manufacturing sectors. The Richland County library system was also identified as a community development asset, especially for the services provided to children and residents requiring bilingual support, job training, and other social service programs.

Despite relatively high educational attainment compared with South Carolina as a whole, education is a major concern in Richland County. Imbalances in the number of jobs and workers in certain major industries suggest that the skills of the workforce do not match the needs of the business community. In addition, only workers with advanced degrees earn over 100 percent of AMI on average. These workers represent only 16.2% percent of the County population over 25 years old.

**Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.**

The Midland Education Business Alliance (MEBA) is a non-profit organization connecting businesses and schools to train employee for available employment. The program includes technical programs for grades K-12 and a parent education component to help parents understand the nature of manufacturing to assist their children in pursuing careers in manufacturing.

Midlands Technical College (MTC) has programs to train workers for jobs that will require more than a high school diploma but less than a four-year degree. The South Carolina workforce development board estimates that 45 percent of South Carolina jobs require this level of education and training. MTC offers associate degrees, certificate programs, and diploma programs.

Remington College, a private institution which offers associate degrees, certificate programs, and diploma programs.

These programs offer training prepare a skilled workforce capable of earning a living wage, which contributes to more stable housing opportunities, increase homeownership, and stabilized neighborhoods.

**Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?**

Yes

**If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.**

The county participates in a Comprehensive Economic Development Strategy for the 4-county Central Midlands region. Other initiatives include coordination of economic development initiatives with the development of affordable housing, road improvements, public transportation improvements, and infrastructure improvements.

The extensive master planning development of 10 neighborhoods in the county, outside the City of Columbia has made strides if moving the County forward. Six of the plans make reference to roadway improvements including paving, streetscapes, improved lighting, sidewalks, and bicycle lanes. Sewage, water and drainage are noted in one master plan. Parks and recreation areas are proposed in seven of the neighborhood master plans.

### **Discussion**

Of the County's population over 25, 22.0% have a high school diploma (or equivalent), 21.9% have some college but no degree, 8.6% have an associate's degree, 22.9% have a bachelor's degree, and 16.2% have an advanced degree. This information from the 2016-2020 American Community Survey is the most recent data available. The workforce has the tools to be competitive and with the efforts designed to advance economic development, the County can compete in the market. Non-housing community development needs which include economic development, are high priorities for the County. Data indicated many workers commute in and out of county and one-third of workers living in the County commute 30 minutes or more to work. Current unemployment is at 3.6% matching the current State unemployment rate and less than the National rate of 3.6%.

Affordable housing for the workforce and infrastructure development to enable business expansion remains key for future development and growth. Though the workforce is fairly well-educated, the technical fields and improved educational attainment is still required to meet the workforce needs of the business community. Economic development initiatives need to include new business development of small business to factories, to industrial development and associated transportation infrastructure improvements and ongoing work with the neighborhood master plans.

## **MA-50 Needs and Market Analysis Discussion**

### **Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")**

Households with multiple housing problems are located throughout Richland County. Cost burden in the CHAS data is only available for low- and moderate-income families. Using other data sources, it is evident that cost burden is located everywhere in Richland County. The CHAS data however does reveal information regarding housing problems for specific minority groups and areas of minority concentration are already defined and mapped in this report.

### **Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")**

The most recent available data on the concentration of racial or ethnic groups is the 2016-2020 ACS Five-Year Estimates. According to this data, Richland County has a minority population of 58.9% of its total population. The County uses the definition of an Area of Minority Concentration as a Census Tract or Block Group where at least 50% of the population who reside in that area are identified as being a minority person. Based on this definition there are 40 Census Tracts (or partial Census Tracts) in the County (not including Census Tracts located in the City of Columbia) with a percentage of minority persons over 50%: Census Tract 1; Census Tract 3; Census Tract 4; Census Tract 5; Census Tract 9; Census Tract 104.03; Census Tract 104.07; Census Tract 104.08; Census Tract 104.11; Census Tract 104.12; Census Tract 104.13; Census Tract 105.01; Census Tract 105.02; Census Tract 106; Census Tract 107.01; Census Tract 107.02; Census Tract 107.03; Census Tract 108.03; Census Tract 108.04; Census Tract 108.05; Census Tract 108.06; Census Tract 109; Census Tract 110; Census Tract 112.02; Census Tract 113.03; Census Tract 113.05; Census Tract 114.11; Census Tract 114.12; Census Tract 114.13; Census Tract 114.14; Census Tract 114.17; Census Tract 114.18; Census Tract 114.19; Census Tract 116.06; Census Tract 116.07; Census Tract 116.08; Census Tract 117.01; Census Tract 117.02; Census Tract 119.01; Census Tract 119.02; and Census Tract 120.

### **What are the characteristics of the market in these areas/neighborhoods?**

According to the 2016-2020 ACS Five-Year Estimates, Richland County has a minority population of 58.9% of its total population. In the Areas of Minority Concentration, there is a higher proportion of renter-occupied and vacant units compared to the other Census Tracts within the county. Many of these Areas of Minority Concentration are rural and located in unincorporated communities. Within those Census Tracts, 63.5% of the total population is Black or African American.

**Are there any community assets in these areas/neighborhoods?**

The areas identified as Areas of Minority Concentration have resources including access to transportation, employment opportunities, healthcare, and food sources.

**Are there other strategic opportunities in any of these areas?**

The areas identified as Areas of Minority Concentration in unincorporated Richland County are within close proximity to the International Corridor and Decker master planned area. These areas include a high concentration of mobile home parks.

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## **MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)**

### **Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.**

The broadband issue for many low- and moderate-income persons in Richland County is not availability but affordability. Richland County is a long-established community, and as such, availability of services such as broadband have been in place for years. Persons living on fixed incomes or working low wage jobs may not be able to afford the monthly payment for broadband access. There are locations such as libraries and public facilities which do provide access though it may not be the most convenient for users. However, in today's market the use of wireless internet through a smartphone has likely become the option of choice for most users including low- and moderate-income persons. Additionally, developers generally will include broadband wiring during construction and/or renovation of housing units, though with the use of wireless internet, often the wiring consists of the line coming into the unit for connection to a wireless router. The more rural areas of the county may not have hard-wired access to internet, though there are a variety of wireless options available such as satellite providers.

### **Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.**

There does not appear to be a need for additional completion for broadband providers in Richland County. Currently there are approximately seven (7) providers of residential service. These companies provide a variety of means for access ranging from HughesNet and Viasat with satellite service to Spectrum with cable service to AT&T, Earthlink and Kinetic with DSL service and AT&T Fiber with fiber service. Competition appears to be strong with service starting at approximately \$50.00 per month. Most residents having a choice of 3-4 providers for service. The outlying areas of Richland County have more limited availability of service and may only have one or two options for providers.

**MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)****Describe the jurisdiction's increased natural hazard risks associated with climate change.**

In 2015, Hurricane Joaquin brought historic levels of rainfall and flooding in Richland County, causing major damage to homes, business, infrastructure, and public facilities. In response, the Central Midlands Council of Governments updated their Hazard Mitigation Plan which expresses the major concerns for emergency preparedness in the county. The Plan in its 2021 update cites the greatest County vulnerability hazards as flooding, extreme heat, lightning, and tropical storms and hurricanes.

Given its geography, Richland County is vulnerable to many hazards worsened by climate change. Because South Carolina is a state in the American South and is situated on the coast, Richland County is likely to be subjected to extreme heat and hurricane risks (which causes further flooding, wind, and storm damage). According to the Central Midlands Council of Governments Hazard Mitigation Plan, the southern section of Richland County is at particularly high risk of natural hazards caused or worsened by climate change.

**Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.**

Any occurrence of a disaster whether caused by man, nature or climate change has devastating impacts on the people affected. The impact on vulnerable lower income populations may be even more devastating. A number of these households may not have insurance or sufficient insurance to cover an unexpected event such as a fire or flood. Households renting are likely more vulnerable than homeowners as there is a great possibility a renter does not have insurance to protect themselves or their belongings. Lower income homeowner can be affected as they may not have the means to afford insurance.

## Strategic Plan

### SP-05 Overview

#### Strategic Plan Overview

The Strategic Plan established the County's housing, homeless, other special needs, community development, economic development, and administrative priorities and goals that the County expects to complete in the next five years. The FY 2022-2026 Strategic Plan was developed based on evaluating the needs and problems experienced by the residents of County. The strategy is the result of the County's housing and community development needs assessment, as well as a housing market analysis, which has determined the County's priorities based on overall needs.

The goals, projects, and activities of the Five-Year Consolidated Plan are to assist households with incomes less than 80% of the area median income (AMI). Areas in the County with 51% or more of the households with incomes less than 80% AMI are designated as CDBG Target Areas. Richland County has an overall low- and moderate-income population of 45.26% as of the 2011-2015 ACS data LMI HUD calculation.

Richland County based its goals and objectives for the FY 2022-2026 Five Year Consolidated Plan on the following, which provided a framework for the development of the Five-Year Consolidated Plan:

- **Assist** - Develop comprehensive strategies to support and assist those in need in the Richland County.
- **Involve** - Involve the community and provide opportunities for citizen input and involvement in the Five-Year Consolidated Plan process and the preparation of the report.
- **Collaborate** - Encourage collaboration between public, private, and non-profit agencies in order to ensure the most efficient and effective services.
- **Leverage** - Leverage CDBG funds and other local resources to maximize the effectiveness of programs and services.
- **Promote** - Encourage and support outside agencies and organizations to undertake specific projects and programs to assist low- and moderate-income persons.

Richland County's priority needs were determined based on existing data on the needs of the community:

- consultation with County Department Heads and staff
- round table discussions
- public hearings
- on-line resident survey



- surveys from social service providers, housing organizations, and community and economic development agencies

The key factors affecting the determination of the five-year priorities include the following:

- target households with greatest need for assistance
- low- and moderate-income areas with the greatest need
- activities that will address the needs of County residents
- limited amount of funding available to meet needs
- leverage of additional resources

The priority ranking for housing, homeless, other special needs, community development, economic development, and anti-poverty needs are as follows:

- **High Priority** - Activities are assigned a high priority if the County expects to fund them during the Five-Year Consolidated Plan period
- **Low Priority** - Activities are assigned a low priority if the activity may not be funded by the County during the Five-Year Consolidated Plan period; the County may support applications for other funding if those activities are consistent with the needs identified in the Five-Year Consolidated Plan

**SP-10 Geographic Priorities – 91.215 (a)(1)**

**Geographic Area**

**Table 46 - Geographic Priority Areas**

1.	<b>Area Name:</b>	<b>Countywide</b>
	<b>Area Type:</b>	Local Target area
	<b>Other Target Area Description:</b>	-
	<b>HUD Approval Date:</b>	-
	<b>% of Low/ Mod:</b>	-
	<b>Revital Type:</b>	Comprehensive
	<b>Other Revital Description:</b>	-
	<b>Identify the neighborhood boundaries for this target area.</b>	The boundaries are the county limits.
	<b>Include specific housing and commercial characteristics of this target area.</b>	See sections NA and MA.
	<b>How did your consultation and citizen participation process help you to identify this neighborhood as a target area?</b>	See PR-10 and PR-15.
	<b>Identify the needs in this target area.</b>	See section NA.
	<b>What are the opportunities for improvement in this target area?</b>	See section SP.
	<b>Are there barriers to improvement in this target area?</b>	See MA-40.
2.	<b>Area Name:</b>	<b>Low/Mod Area</b>
	<b>Area Type:</b>	Local Target area
	<b>Other Target Area Description:</b>	-
	<b>HUD Approval Date:</b>	-
	<b>% of Low/ Mod:</b>	-
	<b>Revital Type:</b>	Housing
	<b>Other Revital Description:</b>	-
	<b>Identify the neighborhood boundaries for this target area.</b>	The boundaries are the county low/mod census tracts and block groups limits.
	<b>Include specific housing and commercial characteristics of this target area.</b>	See sections NA and MA.

How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	See PR-10 and PR-15.
Identify the needs in this target area.	See section NA.
What are the opportunities for improvement in this target area?	See section SP.
Are there barriers to improvement in this target area?	See MA-40.

**General Allocation Priorities**

**Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)**

Richland County will allocate its CDBG funds to those geographic areas whose population is over 51% low- and moderate-income and/or to low- and moderate-income clientele. At least 70% of all the County’s CDBG funds are budgeted for activities which principally benefit low- and moderate-income persons. The following guidelines for allocating CDBG and HOME funds will be used by the County for the FY 2022-2026 Program Years:

- The public services projects/activities are for social service organizations whose clientele are low-income or in certain cases, a limited type of clientele with a presumed low- and moderate-income status.
- The homeless projects/activities are for homeless agencies/organization that serve a specific type of clientele with a presumed low- and moderate-income status.
- The other special needs projects/activities are limited to a clientele with a presumed low- and moderate-income status.
- The community and public facilities projects/activities are either located in a low- and moderate-income census tract/block group or have a low- and moderate-income service area benefit or a limited clientele which is low- and moderate-income.
- The infrastructure improvement projects/activities are either located in a low- and moderate-income census tract/block group or have a low- and moderate-income service area benefit or a limited clientele which is low- and moderate-income.
- The acquisition and demolition of structures are either located in a low- and moderate-income census area or these activities are eligible by preventing or eliminating slums and blight on a spot or area basis.
- The housing projects/activities have income eligibility criteria; therefore, the income requirement limits funds to low- and moderate-income households throughout the County.
- Economic development projects/activities will either be located in a low- and moderate-income census tract/block group, or a poverty census tract greater than 20%, or part of a redevelopment plan, or makes 51% of the jobs available to low- and moderate-income persons.

The County allocates CDBG funds to areas or projects/activities which predominantly benefit low- and moderate-income persons to rehabilitate or construct new housing for low- and moderate-income households; to create low- and moderate-income jobs; to projects/activities that principally benefit low- and moderate-income persons; and/or slum and blight removal on a spot or area basis.

The HOME funds will be used for administration and for housing projects/activities. These funds will be targeted to low-income households and projects/activities designed to provide affordable housing to low-income households. The disbursement is based on needs of low- and moderate-income households, not by geographic area.

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### SP-25 Priority Needs - 91.215(a)(2)

#### Priority Needs

Table 47 – Priority Needs Summary

<b>1.</b>	<b>Priority Need Name</b>	<b>Housing Strategy</b>
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	<b>Geographic Areas Affected</b>	Low/Mod Area Countywide
	<b>Associated Goals</b>	HSG-1 Homeownership HSG-2 Owner-occupied Housing Rehabilitation HSG-3 Housing Construction HSG-4 Renter-occupied Rehabilitation HSG-5 Fair Housing

	<b>Description</b>	There is a need to improve the quality of the housing stock in Richland County by increasing the amount of decent, safe, sound, and accessible housing for homeowners, renters, and homebuyers that is affordable to low- and moderate-income persons and families.
	<b>Basis for Relative Priority</b>	<b>Priority Need:</b> There is a need to increase the supply of affordable, housing for homeowners and renters that is decent, safe and sanitary. <b>Objective:</b> Improve, preserve, and expand the supply of affordable housing for low- and moderate-income persons and families.
2.	<b>Priority Need Name</b>	<b>Homeless Strategy</b>
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	<b>Geographic Areas Affected</b>	Low/Mod Area Countywide Consortia Wide

	<b>Associated Goals</b>	HMS-1 Operation/Support HMS-2 Prevention and Housing HMS-3 Housing HMS-4 Continuum of Care HMS-5 Permanent Housing
	<b>Description</b>	<p><b>Priority Need:</b> There is a continuing need for services and housing opportunities for homeless persons and persons/families at-risk of becoming homeless.</p> <p><b>Objective:</b> Work with community partners to improve the living conditions and support services available for homeless persons, families, and those who are at risk of becoming homeless.</p>
	<b>Basis for Relative Priority</b>	There is a continuing need for services and housing opportunities for homeless persons and persons/families at-risk of becoming homeless. High Priority.
3.	<b>Priority Need Name</b>	<b>Other Special Needs Strategy</b>
	<b>Priority Level</b>	High

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<p><b>Population</b></p>	<p>Extremely Low                  Low                  Moderate                  Large Families                  Families with Children                  Public Housing Residents                  Rural                  Chronic Homelessness                  Individuals                  Families with Children                  Mentally Ill                  Chronic Substance Abuse                  veterans                  Persons with HIV/AIDS                  Victims of Domestic Violence                  Unaccompanied Youth                  Elderly                  Frail Elderly                  Persons with Mental Disabilities                  Persons with Physical Disabilities                  Persons with Developmental Disabilities                  Persons with Alcohol or Other Addictions                  Persons with HIV/AIDS and their Families                  Victims of Domestic Violence                  Non-housing Community Development</p>
<p><b>Geographic Areas Affected</b></p>	<p>Low/Mod Area                  Countywide</p>
<p><b>Associated Goals</b></p>	<p>SNS-1 Housing                  SNS-2 Social Services                  SNS-3 Accessibility</p>
<p><b>Description</b></p>	<p><b>Priority Need:</b> There is a need to increase housing opportunities, services, and facilities for persons with special needs.  <b>Objective:</b> Improve the living conditions and services for those residents with special needs, including the disabled population.</p>
<p><b>Basis for Relative Priority</b></p>	<p>The relative priority for Richland County is the need to continually identify and implement housing and supportive services required to house homeless or at-risk households.</p>
<p>4. <b>Priority Need Name</b></p>	<p><b>Community Development Strategy</b></p>
<p><b>Priority Level</b></p>	<p>High</p>



<p><b>Population</b></p>	<p>Extremely Low                  Low                  Moderate                  Large Families                  Families with Children                  Elderly                  Public Housing Residents                  Rural                  Chronic Homelessness                  Individuals                  Families with Children                  Mentally Ill                  Chronic Substance Abuse                  veterans                  Persons with HIV/AIDS                  Victims of Domestic Violence                  Unaccompanied Youth                  Elderly                  Frail Elderly                  Persons with Mental Disabilities                  Persons with Physical Disabilities                  Persons with Developmental Disabilities                  Persons with Alcohol or Other Addictions                  Persons with HIV/AIDS and their Families                  Victims of Domestic Violence                  Non-housing Community Development</p>
<p><b>Geographic Areas Affected</b></p>	<p>Low/Mod Area                  Countywide</p>
<p><b>Associated Goals</b></p>	<p>CDS-1 Community Facilities                  CDS-2 Infrastructure                  CDS-3 Accessibility Improvements                  CDS-4 Food Programs                  CDS-5 Public Services                  CDS-6 Public Safety                  CDS-7 Clearance/Demolition                  CDS-8 Revitalization</p>

<p><b>Description</b></p>	<p><b>Priority Need:</b> There is a continuing need to upgrade and improve community facilities, infrastructure, public services and revitalize socially and economically distressed neighborhoods in the County.  <b>Objective:</b> Improve the community facilities, infrastructure, public services, public safety, and transportation, along with the elimination of blighting influences in the County.</p>
<p><b>Basis for Relative Priority</b></p>	<p>The age and deteriorating condition of the community facilities has determined the high priority of this need. The County will fund projects over the five-year period.</p>
<p>5. <b>Priority Need Name</b></p>	<p><b>Economic Development Strategy</b></p>
<p><b>Priority Level</b></p>	<p>High</p>
<p><b>Population</b></p>	<p>Extremely Low                  Low                  Moderate                  Large Families                  Families with Children                  Elderly                  Public Housing Residents                  Rural                  Chronic Homelessness                  Individuals                  Families with Children                  Mentally Ill                  Chronic Substance Abuse                  veterans                  Persons with HIV/AIDS                  Victims of Domestic Violence                  Unaccompanied Youth                  Elderly                  Frail Elderly                  Persons with Mental Disabilities                  Persons with Physical Disabilities                  Persons with Developmental Disabilities                  Persons with Alcohol or Other Addictions                  Persons with HIV/AIDS and their Families                  Victims of Domestic Violence                  Non-housing Community Development</p>
<p><b>Geographic Areas Affected</b></p>	<p>Low/Mod Area                  Countywide</p>

	<b>Associated Goals</b>	EDS-1 Employment EDS-2 Financial Assistance EDS-3 Redevelopment Program
	<b>Description</b>	<p><b>Priority Need:</b> There is a need to increase opportunities for economic advancement and self-sufficiency, as well as educational (social/life skills) training and empowerment for all residents of the County.</p> <p><b>Objective:</b> Improve and expand employment opportunities in the County for low- and moderate-income persons and families.</p>
	<b>Basis for Relative Priority</b>	Richland County will continue to operate in compliance with protected class definitions found in federal regulations.
6.	<b>Priority Need Name</b>	<b>Administration, Planning, and Management Strategy</b>
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development

<b>Geographic Areas Affected</b>	Low/Mod Area Countywide
<b>Associated Goals</b>	AMS-1 Overall Coordination AMS-2 Special Studies/Management AMS-3 Fair Housing
<b>Description</b>	<p><b>Priority Need:</b> There is a need for planning, administration, management, and oversight of Federal, State, and local funded programs to address the housing and community and economic development needs.</p> <p><b>Objective:</b> Provide sound and professional planning, administration, oversight and management of Federal, State, and local funded programs and activities.</p>
<b>Basis for Relative Priority</b>	The County will fund this every year of the five-year period

**Narrative (Optional)**

Not Applicable.

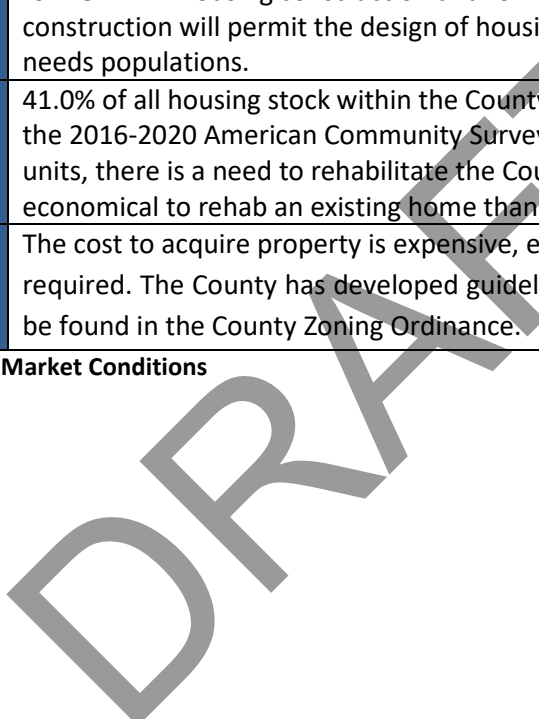
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**SP-30 Influence of Market Conditions – 91.215 (b)**

**Influence of Market Conditions**

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The County has very limited HOME funds. Financial assistance is limited to acquisition, construction, or rehabilitation of properties for affordable housing for both owner and renter occupied housing.
TBRA for Non-Homeless Special Needs	The County has very limited HOME funds. Financial assistance is limited to acquisition, construction, or rehabilitation of properties for affordable housing for both owner and renter occupied housing.
New Unit Production	There are numerous vacant sites in residential areas that the County can utilize for new infill housing construction and for new rental construction. New construction will permit the design of housing that is accessible for the special needs populations.
Rehabilitation	41.0% of all housing stock within the County was built prior to 1980 according to the 2016-2020 American Community Survey. Due to the age of these housing units, there is a need to rehabilitate the County’s housing stock. It is more economical to rehab an existing home than to construct a new home.
Acquisition, including preservation	The cost to acquire property is expensive, especially when relocation benefits are required. The County has developed guidelines for historic presentation that can be found in the County Zoning Ordinance.

**Table 48 – Influence of Market Conditions**



## SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

### Introduction

Richland County is receiving \$1,693,966 from its CDBG allocation and \$868,030 from its HOME allocation for the FY 2022 program year. The program year goes from October 1, 2022 through September 30, 2023. These funds will be used to address the following strategies:

- Housing Strategy (HSG);
- Homeless Strategy (HMS);
- Other Special Needs Strategy (SNS);
- Community Development Strategy (CDS);
- Economic Development Strategy (EDS); and
- Administration, Planning, and Management Strategy (AMS).

The expected amount of Federal funds available for the remainder of the Five-Year Consolidated Plan is based on the FY 2022 Federal Allocation times five (5) years, this amount does not include program income.

- **FY 2022** - CDBG = \$1,693,966 / HOME = \$868,030
- **FY 2023** - CDBG = \$1,693,966 / HOME = \$868,030
- **FY 2024** - CDBG = \$1,693,966 / HOME = \$868,030
- **FY 2025** - CDBG = \$1,693,966 / HOME = \$868,030
- **FY 2026** - CDBG = \$1,693,966 / HOME = \$868,030
- **Totals** - CDBG = **\$8,469,830** / HOME = **\$4,340,150**

Currently there is no expected amount of program income.

The yearly accomplishments of these projects/activities are reported in the FY 2022 Consolidated Annual Performance and Evaluation Report (CAPER) and then annually thereafter for the entire FY 2022-2026 Five-Year Consolidated Plan period.

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
<b>CDBG</b>	<b>Public - federal</b>	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,693,966	0	0	1,693,966	6,775,864	
<b>HOME</b>	<b>public - federal</b>	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	868,030	0	0	1,693,966	3,472,120	

ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	0	0	0	0	580,000	
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Table 49 - Anticipated Resources

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**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The following financial resources may be available for FY 2022-2026 Five-Year Consolidated Plan, including anticipated funds to address the priority needs and specific objectives identified in the County's Five-Year Consolidated Plan.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The County does not intend to use, acquire or improve any publicly owned land or property using CDBG funds to address the needs identified in the County's Five-Year Consolidated Plan unless required to improve existing public infrastructure and facilities.

**Discussion**

Richland County established its Priorities, Strategies and Goals based on its entitlement amount of HUD Federal Grant Funds.

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**SP-40 Institutional Delivery Structure – 91.215(k)**

*Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.*

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Richland County Community Development Department	Government	Planning	Jurisdiction
Columbia Housing Authority	PHA	Public Housing	Region
Columbia Housing Development Corporation	Non-profit organizations	Ownership	Region
The Comet/Columbia Regional Transit Authority	Government	Public Services	Region
Richland County Transportation Department	Government	Neighborhood Improvements	Jurisdiction
Midlands Area Consortium for the Homeless	Continuum of care	Homelessness	Region

**Table 50 - Institutional Delivery Structure**

**Assess of Strengths and Gaps in the Institutional Delivery System**

Richland County has a number of organizations that work together including the County’s Community Development Division to address the needs of vulnerable populations of the County and surrounding region. Given the variety of providers, the region is fortunate that many needs of low- and moderate-income persons and families can be met which is a strength. The gap, however, in the delivery system is the lack of funds available for housing programs and supportive services. Coordination and cooperation among providers is evident, but financial resources at the federal, state and local level are scarce.

**Availability of services targeted to homeless persons and persons with HIV and mainstream services**

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
<b>Homelessness Prevention Services</b>			
Counseling/Advocacy	X	X	
Legal Assistance	X		
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X		
<b>Street Outreach Services</b>			
Law Enforcement	X		
Mobile Clinics	X		
Other Street Outreach Services	X	X	
<b>Supportive Services</b>			
Alcohol & Drug Abuse	X	X	
Child Care	X		
Education	X		
Employment and Employment Training	X		
Healthcare	X	X	
HIV/AIDS	X		
Life Skills	X	X	
Mental Health Counseling	X		
Transportation	X	X	
<b>Other</b>			
Other	X		

**Table 51 - Homeless Prevention Services Summary**

**Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)**

Richland County provides a number of programs and services which provide shelter for homeless and at-risk populations. Several efforts are underway to provide additional housing, emergency shelter, transitional housing, and other services. Richland County is a partner in the local CoC, the Midlands Area Consortium for the Homeless (MACH), and provides CDBG funding for transitional housing.

Over 50 public, private, non-profit and faith-based organizations offer services directed towards assisting the homeless, various homeless subpopulations, and homelessness prevention. Many of these are members of the MACH. Through membership in the MACH, Richland County is able to coordinate with partner organizations to ensure the diverse needs of homeless populations including families with children, veterans, and unaccompanied youth are addressed.

**Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above**

**Strengths of the service delivery system**

Many organizations in Richland County are working to meet the needs of individuals experiencing homelessness or who are at risk of experiencing homelessness. Dozens of these organizations coordinate their services through membership in the MACH. Richland County has long a history of involvement and collaboration with many partner organizations. Taken together, the services provided in Richland County address a diverse spectrum of needs facing the homeless population.

**Gaps in the service delivery system**

Available resources are insufficient to address the needs of all homeless subpopulations. In particular, services for homeless families and unaccompanied youth fall far short of the need. Palmetto Place Children's Shelter and Epworth Children's Home are the only organizations in the area that offer housing and services to unaccompanied youth; four beds are available at Palmetto Place while Epworth houses approximately 50 children and youth aged 13 to 18 at a given time. These facilities frequently must turn away homeless youth due to lack of space. Despite strong

ties among CoC members, some stakeholders raised concerns about duplication of efforts and occasional problems with territoriality among some service providers.

**Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs**

While available funds are insufficient to provide for the needs of all groups, Richland County is committed to supporting partner organizations in their efforts to meet the needs of individuals experiencing homelessness and other special needs populations. RCDD staff work closely with many such organizations through their participation in a wide range of committees and community-based efforts.

In collaboration with its partners, the county is pursuing multiple strategies to close the affordable housing gap facing low-to-moderate income residents. This is an essential piece of the strategy to end chronic homelessness and to address the needs of many other special needs populations. These strategies include: building new affordable housing units, acquisition of existing housing units, the provision of assistance to cover rental and homeownership costs, financial assistance for homeowners to cover moderate rehabilitation costs, down-payment and closing cost subsidies, programs to support economic independence, and no interest deferred forgivable loans for elderly homeowners to correct code violations, remove lead-based paint hazards, and make general home improvements.

**SP-45 Goals Summary – 91.215(a)(4)**

**Goals Summary Information**

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1.	HSG-1 Homeownership	2022	2026	Affordable Housing	Low/Mod Area Countywide	Housing Strategy	CDBG: \$0 HOME: \$150,000	Direct Financial Assistance to Homebuyers: 10 Households Assisted  Other: 0 Other
2.	HSG-2 Owner-occupied Housing Rehabilitation	2022	2026	Affordable Housing	Low/Mod Area Countywide	Housing Strategy	CDBG: \$200,000 HOME: \$0	Homeowner Housing Rehabilitated: 20 Household Housing Unit
3.	HSG-3 Housing Construction/Rehabilitation	2022	2026	Affordable Housing	Low/Mod Area Countywide	Housing Strategy	HOME: \$50,102	Rental units constructed: 0 Household Housing Unit  Rental units rehabilitated: 0 Household Housing Unit  Homeowner Housing Added: 0 Household Housing Unit  Other: 0 Other

4.	<b>HSG-4 Renter-occupied Rehabilitation</b>	2022	2026	Affordable Housing	Low/Mod Area Countywide	Housing Strategy	CDBG: \$0 HOME: \$0	Rental units rehabilitated: 0 Household Housing Unit  Other: 0 Other
5.	<b>HSG-5 Fair Housing</b>	2022	2026	Affordable Housing	Low/Mod Area Countywide	Housing Strategy	CDBG: \$0 HOME: \$0	Other: 0 Other
6.	<b>HMS-1 Operation/Support</b>	2022	2026	Homeless	Low/Mod Area Countywide	Homeless Strategy	CDBG: \$0 HOME: \$0 ESG: \$310,800	Homeless Person Overnight Shelter: 0 Persons Assisted  Overnight/Emergency Shelter/Transitional Housing Beds added: 0 Beds  Homelessness Prevention: 0 Persons Assisted  Other: 16 Other

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7.	HMS-2 Prevention and Housing	2022	2026	Homeless	Low/Mod Area Countywide	Homeless Strategy	CDBG: \$0 ESG: \$207,200	Public service activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted  Homeless Person Overnight Shelter: 0 Persons Assisted  Overnight/Emergency Shelter/Transitional Housing Beds added: 0 Beds  Homelessness Prevention: 0 Persons Assisted  Other: 16 Other
8.	HMS-3 Housing	2022	2026	Homeless	Low/Mod Area Countywide	Homeless Strategy	CDBG: \$0 HOME: \$0	Tenant-based rental assistance / Rapid Rehousing: 0 Households Assisted  Homelessness Prevention: 0 Persons Assisted  Other: 0 Other
9.	HMS-4 Continuum of Care	2022	2026	Homeless	Low/Mod Area Countywide	Homeless Strategy	CDBG: \$0 HOME: \$0	Other: 0 Other



10.	HMS-5 Permanent Housing	2022	2026	Homeless	Low/Mod Area Countywide	Homeless Strategy	CDBG: \$0 HOME: \$0	Rental units constructed: 0 Household Housing Unit  Other: 0 Other
11.	SNS-1 Housing	2022	2026	Non-Homeless Special Needs	Low/Mod Area Countywide	Other Special Needs Strategy	CDBG: \$0 HOME: \$0	Rental units constructed: 0 Household Housing Unit  Rental units rehabilitated: 0 Household Housing Unit  Homeowner Housing Added: 0 Household Housing Unit  Homeowner Housing Rehabilitated: 0 Household Housing Unit  Other: 0 Other
12.	SNS-2 Social Services	2022	2026	Non-Homeless Special Needs	Low/Mod Area Countywide	Other Special Needs Strategy	CDBG: \$0 HOME: \$0	Public service activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted  Public service activities for Low/Moderate Income Housing Benefit: 0 Households Assisted  Other: 0 Other

13.	SNS-3 Accessibility	2022	2026	Non-Homeless Special Needs	Low/Mod Area Countywide	Other Special Needs Strategy	CDBG: \$0 HOME: \$0	Rental units rehabilitated: 0 Household Housing Unit  Homeowner Housing Rehabilitated: 0 Household Housing Unit  Other: 0 Other
14.	CDS-1 Community Facilities	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted  Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 0 Households Assisted  Other: 0 Other

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15.	CDS-2 Infrastructure	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$801,079	<p>Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted</p> <p>Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 0 Households Assisted</p> <p>Other: 0 Other</p>
16.	CDS-3 Accessibility Improvements	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$0 HOME: \$0	<p>Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted</p> <p>Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 0 Households Assisted</p> <p>Other: 0 Other</p>

17.	CDS-4 Food Programs	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$0 HOME: \$0	Public service activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted  Public service activities for Low/Moderate Income Housing Benefit: 0 Households Assisted  Other: 0 Other
18.	CDS-5 Public Services	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$254,094	Other: 0 Other
19.	CDS-6 Public Safety	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$0	

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20.	CDS-7 Clearance/Demolition	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$0 HOME: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted  Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 0 Households Assisted Enforcement/Foreclosed Property Care: 0 Household Housing Unit  Other: 0 Other
21.	CDS-8 Revitalization	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$0 HOME: \$0	Other: 0 Other
22.	EDS-1 Employment	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Economic Development Strategy	CDBG: \$100,000 HOME: \$0	Jobs created/retained: 0 Jobs  Businesses assisted: 0 Businesses Assisted  Other: 0 Other

23.	EDS-2 Financial Incentives/Assistance	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Economic Development Strategy	CDBG: \$0	Jobs created/retained: 0 Jobs  Businesses assisted: 0 Businesses Assisted  Other: 0 Other
24.	EDS-3 Redevelopment Programs	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Economic Development Strategy	CDBG: \$0	Facade treatment/business building rehabilitation: 0 Business  Brownfield acres remediated: 0 Acre  Jobs created/retained: 0 Jobs  Businesses assisted: 0 Businesses Assisted  Other: 0 Other
25.	AMS-1 Overall Coordination	2022	2026	Administration, Planning, and Management	Low/Mod Area Countywide	Administration, Planning, and Management Strategy	CDBG: \$338,793 HOME: \$86,803 ESG: \$42,000	Other: 14 Other
26.	AMS-2 Special Studies/Management	2022	2026	Administration, Planning, and Management	Low/Mod Area Countywide	Administration, Planning, and Management Strategy	CDBG: \$0 HOME: \$0	Other: 0 Other

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27.	AMS-3 Fair Housing	2022	2026	Fair Housing	Low/Mod Area Countywide	Administration, Planning, and Management Strategy	CDBG: \$0 HOME: \$0	Other: 0 Other
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Table 52 – Goals Summary

**Goal Descriptions**

1.	Goal Name	<b>HSG-1 Homeownership</b>
	Goal Description	Continue to assist low- and moderate-income potential homebuyers to purchase homes through down payment assistance, closing cost assistance, housing rehabilitation assistance and required housing counseling training.
2.	Goal Name	<b>HSG-2 Owner-occupied Housing Rehabilitation</b>
	Goal Description	Conserve and rehabilitate existing affordable housing units occupied by low- and moderate-income homeowners in the community by providing financial assistance to addressing code violations, emergency repairs, energy efficiency improvements, and accessibility for persons with disabilities.
3.	Goal Name	<b>HSG-3 Housing Construction/Rehabilitation</b>
	Goal Description	Increase the supply of decent, safe and sanitary, and accessible housing that is affordable to both owners and renters in the County by assisting with acquisition, site improvements, development fees, new construction and rehabilitation of vacant buildings.
4.	Goal Name	<b>HSG-4 Renter-occupied Rehabilitation</b>
	Goal Description	Provide financial assistance to landlords to rehabilitate affordable housing units for that are rented to low- and moderate-income tenants.
5.	Goal Name	<b>HSG-5 Fair Housing</b>
	Goal Description	Promote fair housing choice through education, training and outreach to affirmatively furthering fair housing throughout the County.

6.	<b>Goal Name</b>	<b>HMS-1 Operation/Support</b>
	<b>Goal Description</b>	Financially assist providers to operate housing and support services for the homeless and persons at-risk of becoming homeless.
7.	<b>Goal Name</b>	<b>HMS-2 Prevention and Housing</b>
	<b>Goal Description</b>	Continue to support the prevention of homelessness through anti-eviction activities and programs.
8.	<b>Goal Name</b>	<b>HMS-3 Housing</b>
	<b>Goal Description</b>	Support the rehabilitation of, including accessibility improvements for emergency shelters, transitional housing, and permanent housing for the homeless.
9.	<b>Goal Name</b>	<b>HMS-4 Continuum of Care</b>
	<b>Goal Description</b>	Support the local Continuum of Care’s (CoC) efforts to provide emergency shelter, and permanent supportive housing to persons and families who are homeless or who are at risk of becoming homeless.
10.	<b>Goal Name</b>	<b>HMS-5 Permanent Housing</b>
	<b>Goal Description</b>	Promote the development of permanent supportive housing for homeless individuals and families.
11.	<b>Goal Name</b>	<b>SNS-1 Housing</b>
	<b>Goal Description</b>	Increase the supply of affordable housing that is accessible, decent, safe, and sanitary for the elderly, persons with disabilities, persons with developmental disabilities, persons with HIV/AIDS, victims of domestic violence, persons recovering from alcohol/drug dependency, and persons with other special needs, through rehabilitation of existing buildings and new construction of housing.
12.	<b>Goal Name</b>	<b>SNS-2 Social Services</b>
	<b>Goal Description</b>	Support social service programs and facilities for the elderly, persons with disabilities, persons with developmental disabilities, persons with HIV/AIDS, victims of domestic violence, victims of sexual assault, victims of human trafficking, persons recovering from alcohol/drug dependency, persons recently leaving incarceration, and persons with other special needs



13.	<b>Goal Name</b>	<b>SNS-3 Accessibility</b>
	<b>Goal Description</b>	Improve the accessibility of owner-occupied housing through rehabilitation and support/improve renter occupied housing by making reasonable accommodations for the physically disabled by removing architectural barriers.
14.	<b>Goal Name</b>	<b>CDS-1 Community Facilities</b>
	<b>Goal Description</b>	Improve parks, recreational facilities, neighborhood facilities, trails and libraries including accessibility improvements to public buildings and all community facilities in the County.
15.	<b>Goal Name</b>	<b>CDS-2 Infrastructure</b>
	<b>Goal Description</b>	Improve the public infrastructure through rehabilitation, reconstruction, and new construction of streets; sidewalks; bridges; curbs; share the road and segmented multiuse pathways; storm water management; water system improvements; sanitary sewer system; lighting enhancements; broadband infrastructure; handicap accessibility improvements and removal of architectural barriers.
16.	<b>Goal Name</b>	<b>CDS-3 Accessibility Improvements</b>
	<b>Goal Description</b>	Improve the physical and visual accessibility of community facilities, infrastructure, and public buildings.
17.	<b>Goal Name</b>	<b>CDS-4 Food Programs</b>
	<b>Goal Description</b>	Provide assistance for food and nutritional programs to address the needs of unemployed, underemployed, and homeless.
18.	<b>Goal Name</b>	<b>CDS-5 Public Services</b>
	<b>Goal Description</b>	Improve and enhance public services, programs for youth, the elderly, and persons with disabilities, along with general social/welfare public service programs for low- and moderate-income persons and households.
19.	<b>Goal Name</b>	<b>CDS-6 Public Safety</b>
	<b>Goal Description</b>	Improve public safety facilities for fire protection, purchase of new fire equipment, crime prevention, and ability to respond to emergency health and safety situations.

20.	<b>Goal Name</b>	<b>CDS-7 Clearance/Demolition</b>
	<b>Goal Description</b>	Remove and eliminate slum and blighting conditions through the demolition of vacant, abandoned and dilapidated structures on a spot basis and/or area-wide basis.
21.	<b>Goal Name</b>	<b>CDS-8 Revitalization</b>
	<b>Goal Description</b>	Promote neighborhood revitalization in strategic areas of the County through acquisition, demolition, rehabilitation, code enforcement, infrastructure improvements, new housing construction, public and community facilities improvements, etc.
22.	<b>Goal Name</b>	<b>EDS-1 Employment</b>
	<b>Goal Description</b>	Support and encourage new job creation, job retention, workforce development, employment, and job training services for the unemployed and underemployed persons, as well as entrepreneurship and small business development.
23.	<b>Goal Name</b>	<b>EDS-2 Financial Incentives/Assistance</b>
	<b>Goal Description</b>	Support and encourage new economic development through local, state, and Federal tax incentives and programs such as Tax Incremental Financing (TIF), real property tax rebate program, Community Development Block Grant and HOME Partnership Program Funds, Section 108 Loan Guarantees, Economic Development Initiative (EDI) funds, Opportunity Zones, New Market Tax Credits, including technical assistance programs and low interest loans, etc.
24.	<b>Goal Name</b>	<b>EDS-3 Redevelopment Programs</b>
	<b>Goal Description</b>	Plan and promote the development, redevelopment, and revitalization of economically distressed areas of the County, including vacant and underutilized commercial and industrial sites including underutilized brownfield sites.
25.	<b>Goal Name</b>	<b>AMS-1 Overall Coordination</b>
	<b>Goal Description</b>	Provide program management and oversight for the successful administration of Federal, State, and locally funded programs, including planning services for special studies, annual action plans, five-year consolidated plans, substantial amendments, consolidated annual performance and evaluation reports (CAPER), environmental reviews (ERR) and Section 106 clearances (SHPO), fair housing, and compliance with all Federal, State, and local laws and regulations.
26.	<b>Goal Name</b>	<b>AMS-2 Special Studies/Management</b>
	<b>Goal Description</b>	Promote new development by providing funds to assist with the preparation of special studies, plans, and management activities related to these activities.

27.	<b>Goal Name</b>	<b>AMS-3 Fair Housing Provide funds for training, education</b>
	<b>Goal Description</b>	Provide funds for training, education, outreach, and monitoring to affirmatively further fair housing in the County.

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)**

The number of extremely low-income, low-income, and moderate-income families to whom Richland County will provide affordable housing are as follows:

- 0 extremely low-income households
- 0 low-income households
- 30 moderate-income households
- 0 homeless individuals

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**SP-50 Public Housing Accessibility and Involvement – 91.215(c)****Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)**

Not Applicable. The Columbia Housing Authority exceeds the minimum number of accessibility requirements. CHA is in compliance with all regulations and is not subject to a Section 504 Voluntary Compliance Agreement.

**Activities to Increase Resident Involvements**

In 1978, the CHA founded the Resident Executive Council (REC) as a way for residents to provide input into housing authority policy making. The REC is made up of representatives from each CHA public housing community, and members are elected by their peers based on participation in local Community Clubs. The REC meets on the fourth Monday of each quarter.

CHA residents are also invited to get involved in the housing authority through regular resident programs. During the annual Beautification Event, residents compete to prepare gardens in their community, and the most impressive participant is awarded a free month's rent. During the annual Wall of Fame event, residents are celebrated for their personal successes and contributions to the community, and their framed pictures are hung on a designated Wall of Fame. The Resident Initiatives Coordinator Network works to coordinate additional resident events such as The Annual Spelling Bee and the Fall Fling. CHA also offers Homebuying, Budget and Credit, and Home and Yard Maintenance classes to the public.

**Is the public housing agency designated as troubled under 24 CFR part 902?**

No. The Columbia Housing Authority is not classified as "troubled" by HUD and is performing satisfactorily according to HUD guidelines and standards. Therefore, no assistance is needed to improve operations of the Columbia Housing Authority.

**Plan to remove the 'troubled' designation**

Not Applicable.

## **SP-55 Barriers to affordable housing – 91.215(h)**

### **Barriers to Affordable Housing**

A number of policies in the County potentially impact affect affordable housing and residential investment. Some policy barriers are beyond the control of the county due to State regulations. The County embarked on rewriting the County's Land Development Code (LDL) in 2021 to "develop 21<sup>st</sup> Century" regulations and remove barriers to affordable housing development.

A 2013 study of affordable housing in Columbia, South Carolina, from Clemson University recommended inclusionary zoning as a means for increasing the affordable housing stock in Columbia. This recommendation received public support at the 2017 South Carolina Housing Policy Summit. According to a 2017 report on affordable housing in Richland County, however, inclusionary housing is not an option in the county. At present South Carolina has no statute to address inclusionary zoning. On February 1, 2017, South Carolina State Senator Marlon Kimpson introduced Senate Bill S.346, known as the South Carolina Inclusionary Zoning Act. The act would modify the South Carolina Code of Laws to "provide that counties and municipalities are authorized to use inclusionary zoning strategies to increase the availability of affordable housing." The bill is presently under review by the senate committee on judiciary. If passed, this would provide Richland County with an additional policy option for addressing affordable housing needs.

According to a representative of the Midlands Housing Trust Fund participating in a panel discussion, the construction of accessory dwellings is an additional means of increasing the number of affordable housing units in the county. Accessory dwellings are a secondary house or apartment with its own kitchen, living area and separate entrance that shares the building lot of a larger, primary house.

The Land Development Code of Richland County, South Carolina, includes certain restrictions on accessory dwellings including:

- Only one accessory dwelling shall be permitted per single-family dwelling
- A manufactured home may not be used as an accessory dwelling
- The gross floor area of the accessory dwelling shall not exceed 500 square feet or contain more than 1/4th of the heated floor area of the principal single-family dwelling

Additional county development regulations and fees which may limit the development of new affordable housing which were identified in the previous Consolidated Plan still remain, these include:

- A limited number of zoning districts that allows the location of new mobile home parks make it difficult to locate a new mobile home park in the county
- Subdivision regulations that require all roads in new developments to be paved and constructed to county standards, rather than offering alternatives for dirt roads in smaller subdivisions

- Subdivision regulations that require all new subdivisions of 50 lots or more to provide sidewalks and landscaping, items which add additional development costs that are passed on to home buyers
- A substantial increase in building permit fees was adopted in 2005 to bring fees in line with neighboring jurisdictions. These increases result in increased building costs for developers and homebuyers
- Increases in the water meter tap fee for a single-family home, and the nearly doubling of the sewer tap fee have directly contributed to rising housing costs in the county.

The County's most recent Analysis of Impediments to Fair Housing Choice identified several minor items in its public policies that may serve as barriers to affordable housing. The County has continued to revise and update its Zoning Ordinance. This document is consistent with the Fair Housing Act, Section 504, and the Americans with Disabilities Act though it should be amended to add new definitions of Family, Handicap (disabled), Fair Housing Act, Accessibility, Visitability, etc. There are no other public policies that restrict fair housing.

Richland County is committed to removing or reducing barriers to the development of affordable housing whenever possible throughout the County. A variety of actions include, among others, to reduce the cost of housing to make it affordable.

- Provide developers and non-profits with incentives for the construction or rehabilitation of affordable housing to keep rents affordable
- Provide assistance to first time homebuyer to purchase a home.
- Assist in acquiring sites for development of affordable housing.
- Promote Federal and State financial assistance for affordable housing.

There are no known public policies in Richland County that are a barrier to affordable housing. The County's Department of Planning and Community Development monitors the following:

- Land Use Controls
- Zoning Ordinance
- Building Code
- Fees and charges

### **Strategy to Remove or Ameliorate the Barriers to Affordable Housing**

The 2017 Assessment of Fair Housing (AFH) conducted for Richland County which is the most recent assessment found that the availability of housing accessible to a variety of income levels and protected classed may be limited by zoning and other local policies that limit the production of affordable units. The report concluded that a review of local land use policies may positively impact the placement and access of publicly supported and affordable housing. To carry out this review and to monitor new

developments with the land use policy Richland County plans to create a fair housing development advisory committee. The committee will report annually to the community planning and community development departments.

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## **SP-60 Homelessness Strategy – 91.215(d)**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The individual needs of homeless persons in Richland County are largely determined by the Midlands Area Consortium for the Homeless (MACH), the CoC that works to provide homeless services throughout Richland County. MACH is a coalition of over 50 organizations and individuals representing Richland County and 13 other counties in central South Carolina. Homeless service providers track the needs of individuals experiencing homelessness through the Homeless Information Management System (HMIS) maintained by the United Way of the Midlands. The needs of individuals experiencing homelessness are assessed through an intake interview when individuals enter the CoC by accessing services of a member organization. Street outreach teams also reach out to individuals experiencing homelessness to assess their needs and help them to connect with the CoC. In addition to individual level needs assessment, each year, MACH partners with the South Carolina Coalition for the Homeless to conduct a Point in Time (PIT) count of the number of people experiencing homelessness on a given night. This includes an inventory of the number of people sheltered in homeless services as well as a street count of the number of people unsheltered.

Prevention is the key to ending homelessness. Intervention programs are the first and best defense for homeless individuals and families at risk of homelessness to stay housed. Identifying these potential persons through outreach is a major tool in prevention. The Continuum of Care (CoC) has a number of members in the region and several agencies provide outreach services. The CoC through its members identifies the needs of the County's homeless, advocates for resources and coordinates services to meet these needs. The County has established, working in conjunction with the CoC needs and goals:

#### **Homeless Strategy - (High Priority)**

**Priority Need:** There is a continuing need for services and housing opportunities for homeless persons and persons/families at-risk of becoming homeless.

**Objective:** Work with community partners to improve the living conditions and support services available for homeless persons, families, and those who are at risk of becoming homeless.

#### **Goals:**

- **HMS-1 Operation/Support** – Financially assist providers to operate housing and support services for the homeless and persons at-risk of becoming homeless.
- **HMS-2 Prevention and Housing** - Continue to support the prevention of homelessness through anti-eviction activities and programs for rapid re-housing.
- **HMS-3 Housing** - Support the rehabilitation of, including accessibility improvements for emergency shelters, transitional housing, and permanent housing for the homeless.



- **HMS-4 Continuum of Care** - Support the local Continuum of Care's (CoC) efforts to provide emergency shelter, and permanent supportive housing to persons and families who are homeless or who are at risk of becoming homeless.
- **HMS-5 Permanent Housing** - Promote the development of permanent supportive housing for homeless individuals and families.

The Unsheltered Homeless is the segment of a homeless community who do not have ordinary lawful access to buildings in which to sleep, as referred to in the HUD definition as persons occupying "place not meant for human habitation" (examples: bus stop, beach, riverbed, van, RV, sidewalk). The County will work with shelters that are at capacity, and homeless service providers, to find shelter for this population in the form of emergency and transitional housing.

The Sheltered Homeless are those in an emergency shelter, in transitional housing, or exiting an institution where they temporarily reside but lack a fixed night-time residence. People will be considered homeless if they are exiting an institution where they resided for up to 90 days, and people who are losing their primary nighttime residence which may be a motel, hotel, or a doubled-up situation within 14 days and lack resources or support networks to remain housed. The County will refer homeless providers to groups that can offer permanent housing solutions for the homeless and chronically homeless. The County will assist providers in the operation of housing and support services for the homeless and persons at-risk of becoming homeless in the next five years.

### **Addressing the emergency and transitional housing needs of homeless persons**

Emergency housing services in Richland County include the Oliver Gospel Mission and the City of Columbia Emergency Winter Shelter. The Oliver Gospel Mission is a Christian-based nonprofit that provides 43 emergency beds available for up to 30 days at a time. The City of Columbia Emergency Winter Shelter is a facility at 914 Calhoun Street that provides beds, showers, food, transportation and case services during the coldest months of the year (usually from November to March).

Much of the transitional housing in Richland County is provided by St. Lawrence Place. Located on 2400 Waites Road in the City of Columbia, Homeless No More is a 30-home community that provides two-bedroom units to qualifying families in need of emergency assistance. Families in the Homeless No More program pay subsidized rent and receive assistance with case management and life skill classes. Each family must complete an assessment every three months to track its development through the program.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals**

**and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.**

Utilizing the Housing First Model, homeless individuals and families are housed as soon as they are eligible for housing, based on a centralized assessment, as well as housing availability. Prior to housing, homeless individuals/families are assigned to a supportive services team which continues to provide support to them once they obtain their housing. This model has been effective in housing retention.

**Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs**

Individuals with severe mental health challenges often require transitional or permanent supportive housing including ongoing treatment, social services and housing assistance to recover and live independently. According to the 2015 National Survey on Drug Use and Health sponsored by Substance Abuse and Mental Health Services Administration (SAMHSA), an agency in the U.S. Department of Health and Human Services (DHHS), an estimated 18.1 percent (43,521) of Richland County residents suffer from a mental illness while an estimated four percent suffer severe mental illness.

During the public participation process, focus group participants noted that a disproportionate number of the mental health institutions and correctional facilities in the state of South Carolina are concentrated in or near Richland County. Five of the eight South Carolina Department of Mental Health inpatient facilities are located in Richland County. Individuals who are discharged from these facilities are in need of housing and services, which are not sufficiently available.

One 2015 study from the University of South Carolina looked at homelessness in Richland County from 2004 to 2015 and determined that most homeless families experience only one brief crisis, lasting an average of 54 days. The study concluded that the county needs much more affordable housing. Richland County will dedicate over \$300,000 to projects aimed directly at expanding the affordable housing stock in FY 2017-2018.

The Alston Wilkes Society (AWS) is a nonprofit organization that provides homelessness prevention services to federal offenders for reentry into their communities. AWS operates a residential facility in the City of Columbia that provides anger management, cultural diversity training, life skills training, money management training, and substance abuse counseling to federal offenders. AWS also operates the Columbia Youth Home and the Alston Wilkes Veteran Home to provide transitional housing for youth and veterans. These facilities include special programming to help clients find employment and permanent housing.

Wateree Community Actions, Inc. also operates a homeless prevention program for low-income individuals in need of rental assistance. The program provides hotel and motel vouchers, funds for paying security deposits, and assistance with moving costs in order to help individuals with their housing needs. Much of this is provided through Community Services Block Grant (CSBG) funding.

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## **SP-65 Lead based paint Hazards – 91.215(i)**

### **Actions to address LBP hazards and increase access to housing without LBP hazards**

Actions have been taken related to the mitigation of lead-based paint hazards. The County housing program manager is trained in lead inspection, risk assessment and safe work practices. The county also contracts with a certified lead inspector and risk assessor for all required lead hazard evaluations and lead clearance testing activities. The county distributes and maintains all required documentation related to lead-based paint hazards for homes built before 1978 and distributes lead-based paint information at county sponsored events. Lead-based paint mitigation efforts have diminished due to a reduction in the number of housing units undergoing rehabilitation. Most units rehabilitated in recent years have been found by certified inspectors to have no lead-based paint hazards. Those found to have lead-based paint hazards are controlled using acceptable HUD/EPA. These efforts will continue for all applicable projects undertaken by the county during the next five years.

### **How are the actions listed above related to the extent of lead poisoning and hazards?**

Determining the precise number of households at risk of lead-based paint poisoning is difficult. Residents in substandard or older housing and low-income households are at higher risk than higher income households living in newer or rehabilitated housing.

According to the 2016-2020 American Community Survey (ACS), 11,078 housing units with children in the Richland County were built before 1980. A significant percentage of at-risk housing units were constructed in the period from 1950 to 1979 when lead-based paint was relatively less common, although not strictly prohibited for residential use. These units likely have some level of lead-based paint and issues associated with lead, particularly in units with children aged 6 and under.

The 2016-2020 ACS indicates 101,675 of County residents or 42% are at or below 80 percent AMI. Approximately half of the 11,078 households with children are at some risk of lead-based paint hazard.

### **How are the actions listed above integrated into housing policies and procedures?**

Richland County has established full compliance with all applicable lead-based paint regulations through incorporation of these regulations into its housing policies and procedures manual. Since August 15, 2002, all housing units provided assistance by Richland County through CDBG or HOME funds have been required to comply with the regulation implementing Title X of the 1992 Housing and Community Development Act (24 CFR Part 35). In compliance with the regulation, Richland County requires inspection and evaluation for lead-based paint hazards of all housing units constructed before 1975 that are slated for repairs which may disturb any painted surfaces of the unit. If lead paint hazards are found during the inspection and evaluation, they are addressed through paint stabilization, interim controls, or standard treatments.

In order to meet the requirements of the new lead-based paint regulations, Richland County will take the following actions regarding rehabilitation, tenant based rental assistance, homeownership, and homeless/special needs housing:

### **Rehabilitation Programs –**

Richland County will continue to ensure that:

- Applicants for rehabilitation funding receive the required lead-based paint information and understand their responsibilities.
- Staff properly determines whether proposed projects are exempt from some or all lead-based paint requirements.
- The level of federal rehabilitation assistance is properly calculated and the applicable lead-based paint requirements determined.
- Properly qualified personnel perform risk management, paint testing, lead hazard reduction, and clearance services when required.
- Required lead hazard reduction work and protective measures are incorporated into project rehabilitation specifications.
- Risk assessment, paint testing, lead hazard reduction, and clearance work are performed in accordance with the applicable standards established in 24 CFR Part 35.
- Required notices regarding lead-based paint evaluation, presumption, and hazard reduction are provided to occupants and documented.
- Program documents establish the rental property owner's responsibility to perform and document ongoing lead-based paint maintenance activities, when applicable.
- Program staff monitors owner compliance with ongoing lead-based paint maintenance activities, when applicable.

### **Homeownership Programs –**

Richland County will continue to ensure that:

- Applicants for homeownership assistance receive adequate information about lead-based paint requirements.
- Staff properly determines whether proposed projects are exempt from some or all lead based paint requirements.
- A proper visual assessment is performed to identify deteriorated paint in the dwelling unit, any common areas servicing the unit, and exterior surfaces of the building or soil.
- Prior to occupancy, properly qualified personnel perform paint stabilization and the dwelling passes a clearance exam in accordance with the standards established in 24 CFR Part 35.
- The home purchaser receives the required lead based paint pamphlet and notices.

## **SP-70 Anti-Poverty Strategy – 91.215(j)**

### **Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families**

Richland County Community Development Division (CDD) is responsible for anti-poverty strategies. The goals, priorities, programs, and policies described in the strategic plan are intended to reduce the number of families living at or below the poverty level in the County. The components of the anti-poverty strategy fall into three broad categories: housing affordability, economic growth, and direct services. CDD collaborates with a diverse coalition of public agencies, private, and non-profit organizations to advance anti-poverty goals relating to these areas.

CDD seeks to improve the availability and quality of affordable housing through programs for owner-occupied housing rehabilitation, acquisition and restoration of existing units, construction of new affordable housing units, and rental assistance. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low-income residents in connection with projects and activities in their neighborhoods.

Many families and individuals living in poverty face issues that make finding and maintaining employment challenging; to address this, CDD also provides funds to a number of service providers whose programs directly target non-employment issues facing families in poverty including healthcare, childcare, housing, and transportation in hopes that addressing these concerns will open the possibility of employment and self-sufficiency. The county has provided funding to The Comet bus system for expanding and improving transit services.

### **How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan**

CDD acknowledges that no one strategy for combating poverty can succeed in isolation. As the agency responsible for both the administration of this affordable housing plan and the anti-poverty strategy in Richland County, CDD works to promote collaboration and effective coordination between agencies and organizations tasked with various elements of the anti-poverty strategy. Ensuring that planning and development of affordable housing, health and social services, and job opportunities are coordinated with transportation accessibility from the early stages, and that education and job training offered in the county matches the work force needs of existing and emerging industry, are among the primary coordination concerns for Richland County addressed in this plan.

**SP-80 Monitoring – 91.230**

**Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

Richland County Community Development Division (CDD) is responsible for monitoring both CDBG and HOME program activities. Procedures have been developed and revised to ensure that approved projects will meet the purpose of the Consolidated Plan and that available funds will be distributed in a timely manner. Emphasis is placed on diversifying expenditures to ensure projects and programs provide short-term result and long-term impact.

Monitoring will include programs operated directly by the County and those carried out by any subrecipients. The Subrecipient Agreement is the contractual document between the County and the subrecipient, which specifies activities to be completed and the conditions which must be met, including compliance with the applicable laws and regulations. The components of this oversight provided by Richland County for its subrecipients, CHDO's, and other funding partners, include but are not limited to:

- Preparation of detailed budgets to include sources and uses of funding as well as anticipated and planned project costs.
- Completion of written agreements to include Memorandum of Agreement or Understanding (MOA or MOU) or more written and signed comprehensive subrecipient agreements, as deemed appropriate.
- Evaluation of impacts to the area and community such as Environmental Assessment seeking appropriate HUD clearances when required.
- Request and review monthly to quarterly written progress reports and other correspondences and communications to monitor compliance and timeliness. Monthly emails are distributed to CDBG subrecipients to provide a CDBG timeliness test update. Richland County's Annual CDBG timeliness is August 2nd.
- Project site visits before, during and after programs and/or construction take place documented with photos taken by Richland County Staff.
- The department's HAC or Housing Advisory Committee meets on a quarterly and as-called basis to review and approve owner-occupied (both HR and ER) housing applicants as well as advise in policy and procedure updates. The HAC's committee is comprised of an attorney, building official, banker, realtors and other members who are knowledgeable about the housing community.
- On-site monitoring is completed with HOME CHDOs and Developers annually or as needed and desk monitoring is also conducted as needed per contractual recipient.
- After the monitoring is completed, the subrecipient will receive a monitoring response letter within 30 days detailing any deficiencies that might exist. If there are no major findings or concerns, the subrecipient is notified and the monitoring review is deemed officially closed.

However, if there is concern or finding, the subrecipient will be given a specific amount of time to remedy the issue.

- The Department of Labor's Davis-Bacon Provisions are determined if required (construction at or exceeding \$2,000). Staff provides oversight and management of prevailing wage rate info, payroll reviews, employee interviews and other facets of the requirement
- Richland County ensures that all housing projects meet the Housing Quality Standards (HQS) and the current International Residential Code (IRC) other local housing codes by Richland County staff and paid consultants and inspections. Richland County Community Development staff complete an annual written assessment of all paid personnel associated with rehab work to include general contractors, inspectors, and construction management.

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## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

Richland County is receiving \$1,693,966 from its CDBG allocation and \$868,030 from its HOME allocation for the FY 2022 program year. The program year goes from October 1, 2022 through September 30, 2023. These funds will be used to address the following strategies:

- Housing Strategy (HSG);
- Homeless Strategy (HMS);
- Other Special Needs Strategy (SNS);
- Community Development Strategy (CDS);
- Economic Development Strategy (EDS); and
- Administration, Planning, and Management Strategy (AMS).

The expected amount of Federal funds available for the remainder of the Five-Year Consolidated Plan is based on the FY 2022 Federal Allocation times five (5) years, this amount does not include program income.

- **FY 2022** - CDBG = \$1,693,966 / HOME = \$868,030
- **FY 2023** - CDBG = \$1,693,966 / HOME = \$868,030
- **FY 2024** - CDBG = \$1,693,966 / HOME = \$868,030
- **FY 2025** - CDBG = \$1,693,966 / HOME = \$868,030
- **FY 2026** - CDBG = \$1,693,966 / HOME = \$868,030
- **Totals** - CDBG = **\$8,469,830** / HOME = **\$4,340,150**

The anticipated amount of program income is based on the FY 2022 estimate times five (5) years:

- **FY 2022** - CDBG PI = \$20,000 / HOME PI = \$100,000
- **FY 2023** - CDBG PI = \$20,000 / HOME PI = \$100,000
- **FY 2024** - CDBG PI = \$20,000 / HOME PI = \$100,000
- **FY 2025** - CDBG PI = \$20,000 / HOME PI = \$100,000
- **FY 2026** - CDBG PI = \$20,000 / HOME PI = \$100,000
- **Totals** - CDBG PI = \$100,000 / HOME PI = \$500,000

The yearly accomplishments of these projects/activities are reported in the FY 2022 Consolidated Annual Performance and Evaluation Report (CAPER) and then annually thereafter for the entire FY 2022-2026 Five-Year Consolidated Plan period.

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**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
<b>CDBG</b>	public federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,693,966	0	0	8,469,830	6,775,864	
<b>HOME</b>	Public federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	868,030	0	0	4,340,150	3,472,120	
<b>ESG</b>	public federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	0	0	0	0	580,000	

**Table 53 - Expected Resources – Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The following financial resources may be available for FY 2022-2026 Five-Year Consolidated Plan, including anticipated funds to address the priority needs and specific objectives identified in the County's Five-Year Consolidated Plan.

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**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The County does not intend to use, acquire or improve any publicly owned land or property using CDBG funds to address the needs identified in the County's Consolidated Plan unless required to improve existing public infrastructure and facilities.

**Discussion**

Richland County established its Priorities, Strategies and Goals based on its entitlement amount of HUD Federal Grant Funds.

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## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1.	HSG-1 Homeownership	2022	2026	Affordable Housing	Low/Mod Area Countywide	Housing Strategy	CDBG: \$0 HOME: \$150,000	Direct Financial Assistance to Homebuyers: 10 Households Assisted  Other: 0 Other
2.	HSG-2 Owner-occupied Housing Rehabilitation	2022	2026	Affordable Housing	Low/Mod Area Countywide	Housing Strategy	CDBG: \$200,000 HOME: \$0	Homeowner Housing Rehabilitated: 20 Household Housing Unit  Other: 0 Other
3.	HSG-3 Housing Construction/Rehabilitation	2022	2026	Affordable Housing	Low/Mod Area Countywide	Housing Strategy	HOME: \$501,022	Housing units constructed: 15 Household Housing Unit  Housing rehabilitated: 0 Household Housing Unit  Homeowner Housing Added: 0 Household Housing Unit  Other: 0 Other

4.	HSG-4 Rehabilitation Renter-occupied Rehabilitation	2022	2026	Affordable Housing	Low/Mod Area Countywide	Housing Strategy	CDBG: \$0 HOME: \$0	Rental units rehabilitated: 0 Household Housing Unit  Other: 0 Other
5.	HSG-5 Fair Housing	2022	2026	Affordable Housing	Low/Mod Area Countywide	Housing Strategy	CDBG: \$0 HOME: \$0	Other: 0 Other
6.	HMS-1 Operation/Support	2022	2026	Homeless	Low/Mod Area Countywide	Homeless Strategy	CDBG: \$0 HOME: \$0	Tenant-based rental assistance / Rapid Rehousing: 0 Households Assisted  Homeless Person Overnight Shelter: 0 Persons Assisted  Overnight/Emergency Shelter/Transitional Housing Beds added: 0 Beds  Homelessness Prevention: 0 Persons Assisted  Other: 0 Other

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7.	HMS-2 Prevention and Housing	2022	2026	Homeless	Low/Mod Area Countywide	Homeless Strategy	CDBG: \$0	<p>Public service activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted</p> <p>Tenant-based rental assistance / Rapid Rehousing: 0 Households Assisted</p> <p>Homeless Person Overnight Shelter: 0 Persons Assisted</p> <p>Overnight/Emergency Shelter/Transitional Housing Beds added: 0 Beds</p> <p>Homelessness Prevention: 0 Persons Assisted</p> <p>Other: 0 Other</p>
8.	HMS-3 Housing	2022	2026	Homeless	Low/Mod Area Countywide	Homeless Strategy	CDBG: \$0 HOME: \$0	<p>Tenant-based rental assistance / Rapid Rehousing: 0 Households Assisted</p> <p>Homelessness Prevention: 0 Persons Assisted</p> <p>Other: 0 Other</p>

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9.	HMS-4 Continuum of Care	2022	2026	Homeless	Low/Mod Area Countywide	Homeless Strategy	CDBG: \$0 HOME: \$0	Other: 0 Other
10.	HMS-5 Permanent Housing	2022	2026	Homeless	Low/Mod Area Countywide	Homeless Strategy	CDBG: \$0 HOME: \$0	Rental units constructed: 0 Household Housing Unit  Other: 0 Other
11.	SNS-1 Housing	2022	2026	Non-Homeless Special Needs	Low/Mod Area Countywide	Other Special Needs Strategy	CDBG: \$0 HOME: \$0	Rental units constructed: 0 Household Housing Unit  Rental units rehabilitated: 0 Household Housing Unit  Homeowner Housing Added: 0 Household Housing Unit  Homeowner Housing Rehabilitated: 0 Household Housing Unit  Other: 0 Other

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12.	SNS-2 Social Services	2022	2026	Non-Homeless Special Needs	Low/Mod Area Countywide	Other Special Needs Strategy	CDBG: \$0 HOME: \$0	<p>Public service activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted</p> <p>Public service activities for Low/Moderate Income Housing Benefit: 0 Households Assisted</p> <p>Other: 0 Other</p>
13.	SNS-3 Accessibility	2022	2026	Non-Homeless Special Needs	Low/Mod Area Countywide	Other Special Needs Strategy	CDBG: \$0 HOME: \$0	<p>Rental units rehabilitated: 0 Household Housing Unit</p> <p>Homeowner Housing Rehabilitated: 0 Household Housing Unit</p> <p>Other: 0 Other</p>

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14.	CDS-1 Community Facilities	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$0 HOME: \$0	<p>Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 6000 Persons Assisted</p> <p>Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 0 Households Assisted</p> <p>Other: 0 Other</p>
15.	CDS-2 Infrastructure	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$801,079 HOME: \$0	<p>Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2500 Persons Assisted</p> <p>Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 0 Households Assisted</p> <p>Other: 0 Other</p>

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16.	CDS-3 Accessibility Improvements	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$0 HOME: \$0	<p>Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted</p> <p>Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 0 Households Assisted</p> <p>Other: 0 Other</p>
17.	CDS-4 Food Programs	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$0 HOME: \$0	<p>Public service activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted</p> <p>Public service activities for Low/Moderate Income Housing Benefit: 0 Households Assisted</p> <p>Other: 0 Other</p>
18.	CDS-5 Public Services	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$254,094 HOME: \$0	<p>Other: 0 Other</p>
19.	CDS-6 Public Safety	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$0 HOME: \$0	<p>Buildings Demolished: 0 Buildings</p>

20.	CDS-7 Clearance/Demolition	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$0 HOME: \$0	<p>Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted</p> <p>Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 0 Households Assisted</p> <p>Enforcement/Foreclosed Property Care: 0 Household Housing Unit</p> <p>Other: 0 Other</p>
21.	CDS-8 Revitalization	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Community Development Strategy	CDBG: \$0 HOME: \$0	Other: 0 Other
22.	EDS-1 Employment	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide e	Economic Development Strategy	CDBG: \$100,000 HOME: \$0	<p>Jobs created/retained: 0 Jobs</p> <p>Businesses assisted: 0 Businesses Assisted</p> <p>Other: 0 Other</p>

23.	EDS-2 Financial Incentives/Assistance	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Economic Development Strategy	CDBG: \$0 HOME: \$0	Jobs created/retained: 0 Jobs  Businesses assisted: 0 Businesses Assisted  Other: 0 Other
24.	EDS-3 Redevelopment Programs	2022	2026	Non-Housing Community Development	Low/Mod Area Countywide	Economic Development Strategy	CDBG: \$0 HOME: \$0	Facade treatment/business building rehabilitation: 0 Business  Brownfield acres remediated: 0 Acre  Jobs created/retained: 0 Jobs  Businesses assisted: 0 Businesses Assisted  Other: 0 Other
25.	AMS-1 Overall Coordination	2022	2026	Administration, Planning, and Management	Low/Mod Area Countywide	Administration, Planning, and Management Strategy	CDBG: \$338,793 HOME: \$86,803	Other: 3 Other
26.	AMS-2 Special Studies/Management	2022	2026	Administration, Planning, and Management	Low/Mod Area Countywide	Administration, Planning, and Management Strategy	CDBG: \$0 HOME: \$0	Other: 0 Other

27.	AMS-3 Fair Housing	2022	2026	Fair Housing	Low/Mod Area Countywide	Administration, Planning, and Management Strategy	CDBG: \$0 HOME: \$0	Other: 0 Other
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**Table 54 – Goals Summary**

**Goal Descriptions**

1.	Goal Name	HSG-1 Homeownership
	Goal Description	Continue to assist low- and moderate-income potential homebuyers to purchase homes through down payment assistance, closing cost assistance, housing rehabilitation assistance and required housing counseling training.
2.	Goal Name	HSG-2 Owner-occupied Housing Rehabilitation
	Goal Description	Conserve and rehabilitate existing affordable housing units occupied by low- and moderate-income homeowners in the community by providing financial assistance to addressing code violations, emergency repairs, energy efficiency improvements, and accessibility for persons with disabilities.
3.	Goal Name	HSG-3 Housing Construction/Rehabilitation
	Goal Description	Increase the supply of decent, safe and sanitary, and accessible housing that is affordable to both owners and renters in the County by assisting with acquisition, site improvements, development fees, new construction and rehabilitation of vacant buildings.
4.	Goal Name	HSG-4 Renter-occupied Rehabilitation
	Goal Description	Provide financial assistance to landlords to rehabilitate affordable housing units for that are rented to low- and moderate-income tenants.
5.	Goal Name	HSG-5 Fair Housing
	Goal Description	Promote fair housing choice through education, training, and outreach throughout the County.

6.	<b>Goal Name</b>	<b>HMS-1 Operation/Support</b>
	<b>Goal Description</b>	Financially assist providers to operate housing and support services for the homeless and persons at-risk of becoming homeless.
7.	<b>Goal Name</b>	<b>HMS-2 Prevention and Housing</b>
	<b>Goal Description</b>	Continue to support the prevention of homelessness through anti-eviction activities and programs for rapid re-housing.
8.	<b>Goal Name</b>	<b>HMS-3 Housing</b>
	<b>Goal Description</b>	Support the rehabilitation of, including accessibility improvements for emergency shelters, transitional housing, and permanent housing for the homeless.
9.	<b>Goal Name</b>	<b>HMS-4 Continuum of Care</b>
	<b>Goal Description</b>	Support the local Continuum of Care’s (CoC) efforts to provide emergency shelter, and permanent supportive housing to persons and families who are homeless or who are at risk of becoming homeless.
10.	<b>Goal Name</b>	<b>HMS-5 Permanent Housing</b>
	<b>Goal Description</b>	Promote the development of permanent supportive housing for homeless individuals and families.
11.	<b>Goal Name</b>	<b>SNS-1 Housing</b>
	<b>Goal Description</b>	Increase the supply of affordable housing that is accessible, decent, safe, and sanitary for the elderly, persons with disabilities, persons with developmental disabilities, persons with HIV/AIDS, victims of domestic violence, persons recovering from alcohol/drug dependency, and persons with other special needs, through rehabilitation of existing buildings and new construction of housing.
12.	<b>Goal Name</b>	<b>SNS-2 Social Services</b>
	<b>Goal Description</b>	Support social service programs and facilities for the elderly, persons with disabilities, persons with developmental disabilities, persons with HIV/AIDS, victims of domestic violence, victims of sexual assault, victims of human trafficking, persons recovering from alcohol/drug dependency, persons recently leaving incarceration, and persons with other special needs



13.	<b>Goal Name</b>	<b>SNS-3 Accessibility</b>
	<b>Goal Description</b>	Improve the accessibility of owner-occupied housing through rehabilitation and support/improve renter occupied housing by making reasonable accommodations for the physically disabled by removing architectural barriers.
14.	<b>Goal Name</b>	<b>CDS-1 Community Facilities</b>
	<b>Goal Description</b>	Improve parks, recreational facilities, neighborhood facilities, trails and libraries including accessibility improvements to public buildings and all community facilities in the County.
15.	<b>Goal Name</b>	<b>CDS-2 Infrastructure</b>
	<b>Goal Description</b>	Improve the public infrastructure through rehabilitation, reconstruction, and new construction of streets; sidewalks; bridges; curbs; share the road and segmented multiuse pathways; storm water management; water system improvements; sanitary sewer system; lighting enhancements; broadband infrastructure; handicap accessibility improvements and removal of architectural barriers.
16.	<b>Goal Name</b>	<b>CDS-3 Accessibility Improvements</b>
	<b>Goal Description</b>	Improve the physical and visual accessibility of community facilities, infrastructure, and public buildings.
17.	<b>Goal Name</b>	<b>CDS-4 Food Programs</b>
	<b>Goal Description</b>	Provide assistance for food and nutritional programs to address the needs of unemployed, underemployed, and homeless.
18.	<b>Goal Name</b>	<b>CDS-5 Public Services</b>
	<b>Goal Description</b>	Improve and enhance public services, programs for youth, the elderly, and persons with disabilities, along with general social/welfare public service programs for low- and moderate-income persons and households.
19.	<b>Goal Name</b>	<b>CDS-6 Public Safety</b>
	<b>Goal Description</b>	Improve public safety facilities for fire protection, purchase of new fire equipment, crime prevention, and ability to respond to emergency health and safety situations.

20.	<b>Goal Name</b>	<b>CDS-7 Clearance/Demolition</b>
	<b>Goal Description</b>	Remove and eliminate slum and blighting conditions through the demolition of vacant, abandoned and dilapidated structures on a spot basis and/or area-wide basis.
21.	<b>Goal Name</b>	<b>CDS-8 Revitalization</b>
	<b>Goal Description</b>	Promote neighborhood revitalization in strategic areas of the County through acquisition, demolition, rehabilitation, code enforcement, infrastructure improvements, new housing construction, public and community facilities improvements, etc.
22.	<b>Goal Name</b>	<b>EDS-1 Employment</b>
	<b>Goal Description</b>	Support and encourage new job creation, job retention, workforce development, employment, and job training services for the unemployed and underemployed persons, as well as entrepreneurship and small business development.
23.	<b>Goal Name</b>	<b>EDS-2 Financial Incentives/Assistance</b>
	<b>Goal Description</b>	Support and encourage new economic development through local, state, and Federal tax incentives and programs such as Tax Incremental Financing (TIF), real property tax rebate program, Community Development Block Grant and HOME Partnership Program Funds, Section 108 Loan Guarantees, Economic Development Initiative (EDI) funds, Opportunity Zones, New Market Tax Credits, including technical assistance programs and low interest loans, etc.
24.	<b>Goal Name</b>	<b>EDS-3 Redevelopment Programs</b>
	<b>Goal Description</b>	Plan and promote the development, redevelopment, and revitalization of economically distressed areas of the County, including vacant and underutilized commercial and industrial sites including underutilized brownfield sites.
25.	<b>Goal Name</b>	<b>AMS-1 Overall Coordination</b>
	<b>Goal Description</b>	Provide program management and oversight for the successful administration of Federal, State, and locally funded programs, including planning services for special studies, annual action plans, five-year consolidated plans, substantial amendments, consolidated annual performance and evaluation reports (CAPER), environmental reviews (ERR) and Section 106 clearances (SHPO), fair housing, and compliance with all Federal, State, and local laws and regulations.
26.	<b>Goal Name</b>	<b>AMS-2 Special Studies/Management</b>
	<b>Goal Description</b>	Promote new development by providing funds to assist with the preparation of special studies, plans, and management activities related to these activities.

27.	<b>Goal Name</b>	AMS-3 Fair Housing Provide funds for training, education
	<b>Goal Description</b>	Provide funds for training, education, outreach, and monitoring to affirmatively further fair housing in the County.

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## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

Richland County proposes to undertake the following activities with the FY 2022 CDBG and HOME funds:

#### Projects

#	Project Name
1.	CDBG General Administration
2.	Public Service Activities
3.	Infrastructure Projects
4.	Economic Development
5.	Housing Rehabilitation
6.	HOME General Administration
7.	CHDO Set-Aside
8.	Development of Affordable Housing
9.	Down Payment Assistance

**Table 55 – Project Information**

#### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

CDBG funds are intended to provide low- and moderate-income households with the opportunity to live in viable communities, which includes decent housing, a suitable living environment, and expanded economic opportunities. Eligible activities include community facilities and improvements; infrastructure improvements; housing rehabilitation and preservation; affordable housing development activities; public services; economic development; and planning and administration.

Richland County has allocated its CDBG funds for FY 2022 to principally benefit low- and moderate-income persons.

- Community and Public facilities improvements will either be located in a low- and moderate-income census tract/block group or the County will prepare surveys which show a low- and moderate-income population over 51%.
- The infrastructure improvement activities are either located in a low- and moderate-income census tract/block group or have a low- and moderate-income service area benefit or clientele over 51% low- and moderate-income.
- Funding for public services will be based on the clientele’s income or in certain cases a limited type of clientele with a presumed low- and moderate-income status.
- The homeless projects/activities are for homeless agencies/organization that serve a specific type of clientele with a presumed low- and moderate-income status.
- The other special needs projects/activities are limited to a clientele with a presumed low- and

moderate-income status.

- Demolition of structures will either be located in low- and moderate-income areas or in areas that have been designated as slum and blighted areas.
- The housing activities have income eligibility criteria; therefore, the income requirement directs funds to low- and moderate-income households throughout the County.

The HOME funds will be used for administration and for housing projects. These funds will be targeted to low-income persons and projects designed to provide affordable housing to low-income persons.

The total amount of FY 2022 CDBG funds and Program Income is \$1,693,966, of which 20% (\$338,793) is for administration and 80% (\$1,454,942.05) is allocated for projects/activities. Approximately 100% (\$1,454,942.05) will principally benefit low- and moderate-income persons.

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### AP-38 Project Summary

#### Project Summary Information

1.	<b>Project Name</b>	<b>General Administration</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	AMS-1 Overall Coordination
	<b>Needs Addressed</b>	Administration, Planning, and Management Strategy
	<b>Funding</b>	CDBG: \$338,793
	<b>Description</b>	Expenses to administer the Community Development Block Grant. This covers the staff salaries and benefits, office expenses, planning services, and other facets of program management.
	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1 Organization
	<b>Location Description</b>	Richland County, Community Planning & Development Department, Community Development Division, 2020 Hampton St. Suite 3058, Columbia, SC 29202
	<b>Planned Activities</b>	The project matrix code is 21A, General Program Administration.
2.	<b>Project Name</b>	<b>Housing Rehabilitation</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	HSG-2 Owner-occupied Housing Rehabilitation
	<b>Needs Addressed</b>	Housing Strategy
	<b>Funding</b>	CDBG: \$200,000.00
	<b>Description</b>	The Emergency Housing Rehab program is a 0% interest loan program to income eligible homeowners for installation of roofs, soffit, gutters, electrical upgrades, plumbing, etc.

	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	20 Housing Units
	<b>Location Description</b>	Countywide
	<b>Planned Activities</b>	The National Objective is Low/Mod Income Housing Benefit (LMH). The HUD Matrix Code is 14A, Rehab; Single-Unit Residential.
<b>3.</b>	<b>Project Name</b>	<b>Infrastructure</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	CDS 2 Infrastructure
	<b>Needs Addressed</b>	Community Development Strategy
	<b>Funding</b>	CDBG: \$801,079
	<b>Description</b>	Expenses to be used to improve the public infrastructure through rehabilitation, reconstruction, and new construction of streets; sidewalks; bridges; curbs; share the road and segmented multiuse pathways; storm water management; water system improvements; sanitary sewer system; lighting enhancements; broadband infrastructure; handicap accessibility improvements or removal of architectural barriers.
	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1,000 People and 2 public facilities
	<b>Location Description</b>	Richland County, Community Planning & Development Department, Community Development Division, 2020 Hampton St. Suite 3058, Columbia, SC 29202
	<b>Planned Activities</b>	The National Objective is Low/Mod Income Area Benefit (LMA). The project matrix code is to be determined.
<b>4.</b>	<b>Project Name</b>	<b>Public Service</b>

	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	CDS-5 Public Services
	<b>Needs Addressed</b>	Community Development Strategy
	<b>Funding</b>	\$254,094
	<b>Description</b>	Expenses to be used to improve and enhance public services, programs for youth, the elderly, and persons with disabilities, along with general social/welfare public service programs for low- and moderate-income persons and households.
	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	100 persons
	<b>Location Description</b>	Richland County, Community Planning & Development Department, Community Development Division, 2020 Hampton St. Suite 3058, Columbia, SC 29202
	<b>Planned Activities</b>	The National Objective is Low/Mod Income Area Benefit (LMA). The project matrix code is to be determined.
5.	<b>Project Name</b>	<b>Economic Development</b>
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	EDS-1 Employment EDS-2 Financial Incentives/Assistance EDS-3 Redevelopment Programs
	<b>Needs Addressed</b>	Economic Development Strategy
	<b>Funding</b>	\$100,000
	<b>Description</b>	Expenses to be used to improve and expand employment opportunities in the County for low- and moderate-income persons and families.



	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	3 jobs
	<b>Location Description</b>	Richland County, Community Planning & Development Department, Community Development Division, 2020 Hampton St. Suite 3058, Columbia, SC 29202
	<b>Planned Activities</b>	The National Objective is Low/Mod Income Clientele (LMC). The project matrix code is to be determined.
6.	<b>Project Name</b>	<b>HOME General Administration</b>
	<b>Target Area</b>	County Wide
	<b>Goals Supported</b>	AM-1 Overall Coordination
	<b>Needs Addressed</b>	Administration, Management, and Planning Strategy
	<b>Funding</b>	HOME: \$86,803.00
	<b>Description</b>	Funds for salaries, benefits, office expenses, legal fees, and planning management.
	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1 Organization
	<b>Location Description</b>	Richland County, Community Planning & Development Department, Community Development Division, 2020 Hampton St. Suite 3058, Columbia, SC 29202
	<b>Planned Activities</b>	The project matrix code is 21A, General Program Administration.
7.	<b>Project Name</b>	<b>Housing CHDO Set-Aside</b>
	<b>Target Area</b>	County Wide
	<b>Goals Supported</b>	HSG-3 Housing Construction
	<b>Needs Addressed</b>	Housing Strategy

	<b>Funding</b>	HOME: \$130,205
	<b>Description</b>	HOME funds will be used to assist a CHDO to increase the number of affordable housing units in the HOME Consortium for owners and renters by assisting with acquisition, soft costs, construction, and rehabilitation.
	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1 household
	<b>Location Description</b>	County Wide
	<b>Planned Activities</b>	To be determined.
8.	<b>Project Name</b>	Development of Affordable Housing
	<b>Target Area</b>	County Wide
	<b>Goals Supported</b>	HSG-3 Housing Construction/Rehabilitation
	<b>Needs Addressed</b>	Housing Strategy
	<b>Funding</b>	HOME: \$501,022.00
	<b>Description</b>	HOME funds will be used to assist in the development of affordable housing in the HOME Consortium for owners and renters by assisting with acquisition, soft costs, construction, and rehabilitation.
	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	4 households
	<b>Location Description</b>	County Wide
	<b>Planned Activities</b>	To be determined.

<b>9.</b>	<b>Project Name</b>	<b>Downpayment Assistance</b>
	<b>Target Area</b>	County Wide
	<b>Goals Supported</b>	HSG-1 Homeownership
	<b>Needs Addressed</b>	Housing Strategy
	<b>Funding</b>	HOME: \$150,000
	<b>Description</b>	Funds will be used for a first-time homebuyer program County Wide
	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	10 households
	<b>Location Description</b>	County wide
	<b>Planned Activities</b>	The National Objective is Low/Mod Income Housing Benefit (LMH) The HUD Matrix Code is 13B, Homeownership Assistance

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## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The following information provides a profile of the population age and racial/ethnic composition of Richland County. This information was obtained from the U.S. Census Bureau website, <http://factfinder.census.gov>. The 2016-2020 American Community Survey 5-Year Estimates (ACS) and 2000 and 2010 Census Data were used to analyze the social, economic, housing, and general demographic characteristics of Richland County. This plan is meant to cover the sections of Richland County that do not include the City of Columbia but the ACS includes the entire Richland County population in its estimates. Where possible, the population of the City of Columbia has been subtracted from the Richland County population in these numbers

#### **Population:**

Richland County's overall population as reported in the 2016-2020 American Community Survey was 280,603 (Including the City of Columbia, the County's population is 414,660):

- The County's population was 244,992 at the time of the 2010 Census.
- The 2016-2020 ACS reports that the County has a population of 280,603, an increase of 35,611 people (14.5%) since the 2010 Census.
- Between the 2010 ACS and the 2016-2020 ACS, the population in South Carolina increased by 12.9%.

#### **Age:**

Richland County's age of population (based on 2016-2020 ACS data)

- The median age in Richland County was 33.7 years, compared to 39.7 years for South Carolina.
- Youth under the age of 18 accounted for 21.5% of the County's population, which is less than South Carolina's 21.8% of the population.
- Seniors aged 65 or over represent 12.7% of the County's population, which is less than South Carolina's average of 17.7% of the population.
- Adults ranging from 20 to 24 years old make up the largest portion of the County's population at 10.4%.

#### **Race/Ethnicity:**

Racial/ethnic composition of Richland County, according to the 2016-2020 American Community Survey:

- 44.0% are White
- 47.4% are Black or African American
- 0.2% are American Indian or Alaska Native
- 2.9% are Asian

- 2.2% are Some Other Race Alone
- 5.3% are Hispanic or Latino, of any race
- 3.2% are Two or more races

**Income Profile:**

The following is a summary of income statistics for Richland County from the 2016-2020 American Community Survey:

- At the time of the 2016-2020 American Community Survey, median household income in Richland County was \$54,441, which was less than the City of Columbia (\$47,416), and more than the State of South Carolina (\$54,864).
- 27.1% of households with earnings received Social Security income.
- 1.6% of households with earnings received public assistance.
- 22.2% of households with earnings received retirement income.
- 16.5% of residents were living in poverty.
- 33.5% of female-headed households with children were living in poverty.
- 21.6% of all children under 18 years were living in poverty.

**Low/Mod Income Profile:**

The low- and moderate-income profile for Richland County is a measurement of the area's needs. Richland County has an overall low- and moderate-income percentage of 45.26%. These low- and moderate-income statistics were obtained from the U.S. Department of Housing and Urban Development's website, [www.hud.gov](http://www.hud.gov).

**Economic Profile:**

The following illustrates the economic profile for the Richland County 2016-2020 American Community Survey Estimates.

- 41.3% of the employed civilian population had occupations classified as management, business, science, and arts occupations.
- 22.9% of the employed civilian population had occupations classified as sales and office occupations.
- 17.8% were in the service sector.
- The education, health, and social service industry represented 25.6% of those employed.
- 21.7% of workers were considered in the government class.
- 5.0% of workers were considered in the self-employed workers in not incorporated business class.

According to the U.S. Labor Department, the preliminary unemployment rate for Richland County for April of 2022 was 2.7% and the City of Columbia's unemployment rate was 2.9%. The unemployment rate was 3.3% for the State of South Carolina in April of 2022 and 3.6% for the United States.

**Geographic Distribution**

Target Area	Percentage of Funds
Countywide excluding the City of Columbia	0%
Low/Mod Areas	100%

**Table 56 - Geographic Distribution**

**Rationale for the priorities for allocating investments geographically**

Richland County will allocate its CDBG funds to those geographic areas whose population is over 51% low- and moderate-income and/or to low- and moderate-income clientele. At least 70% of all the County’s CDBG funds are budgeted for activities which principally benefit low- and moderate-income persons. The following guidelines for allocating CDBG and HOME funds will be used by the County for the FY 2022 Program Year:

- The public services projects/activities are for social service organizations whose clientele are low-income or in certain cases, a limited type of clientele with a presumed low- and moderate-income status.
- The homeless projects/activities are for homeless agencies/organization that serve a specific type of clientele with a presumed low- and moderate-income status.
- The other special needs projects/activities are limited to a clientele with a presumed low- and moderate-income status.
- The community and public facilities projects/activities are either located in a low- and moderate-income census tract/block group or have a low- and moderate-income service area benefit or a limited clientele which is low- and moderate-income.
- The infrastructure improvement projects/activities are either located in a low- and moderate-income census tract/block group or have a low- and moderate-income service area benefit or a limited clientele which is low- and moderate-income.
- The acquisition and demolition of structures are either located in a low- and moderate-income census area or these activities are eligible by preventing or eliminating slums and blight on a spot or area basis.
- The housing projects/activities have income eligibility criteria; therefore, the income requirement limits funds to low- and moderate-income households throughout the County.
- Economic development projects/activities will either be located in a low- and moderate-income census tract/block group, or a poverty census tract greater than 20%, or part of a redevelopment plan, or makes 51% of the jobs available to low- and moderate-income persons.

The County allocates CDBG funds to areas or projects/activities which predominantly benefit low- and moderate-income persons to rehabilitate or construct new housing for low- and moderate-income households; to create low- and moderate-income jobs; to projects/activities that principally benefit low- and moderate-income persons; and/or slum and blight removal on a spot or area basis.

The HOME funds will be used for administration and for housing projects/activities. These funds will be targeted to low-income households and projects/activities designed to provide affordable housing to low-income households. The disbursement is based on needs of low- and moderate-income households, not by geographic area.

### **Discussion**

The total amount of FY 2022 CDBG funds and Program Income is \$1,693,966, of which 20% (\$363,742.00) is for administration and 80% (\$1,454,971.00) is allocated for projects/activities. 100% of the funds will be going towards Low- and Moderate-Income areas

The geographic locations for the FY 2022 CDBG Activities will be countywide or at the location of service provider subrecipients. The geographic location for HOME activities will also be countywide or at the location of service provider subrecipients. Public benefit will be for low- and moderate- income residents of Richland County either through direct benefit such as homeownership, housing rehabilitation or individual services such as homeless assistance. Community facilities improvements will be area benefit activities such as street reconstruction or recreation improvements in areas where at least 51% of the residents are LMI.

The County is allocating its CDBG funds to areas or projects/activities which predominantly benefit low- and moderate-income persons to rehabilitate or construct new housing for low- and moderate-income households; to create low- and moderate-income jobs; and to projects/activities that benefit the low- and moderate-income population.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

Richland County will utilize its CDBG and HOME funds to rehabilitate and to support the construction of new affordable housing units. The one-year goals for affordable housing in Richland County for FY 2022 are as follows:

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	35
Special-Needs	0
<b>Total</b>	<b>35</b>

**Table 57 - One Year Goals for Affordable Housing by Support Requirement**

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	5
Rehab of Existing Units	20
Acquisition of Existing Units	10
<b>Total</b>	<b>35</b>

**Table 58 - One Year Goals for Affordable Housing by Support Type**

#### Discussion

Richland County will fund the following projects with 2022 CDBG and HOME funds:

- **Housing Rehabilitation** - The Emergency Housing Rehab program is a 0% interest loan program to income eligible homeowners for installation of roofs, soffit, gutters, electrical upgrades, plumbing, etc. (20 households)
- **Housing CHDO Set Aside:** HOME funds will be used to assist a CHDO to increase the number of affordable housing units in the HOME Consortium for owners and renters by assisting with acquisition, soft costs, construction, and rehabilitation. (1 household)
- **Development of Affordable Housing:** HOME funds will be used to assist in the development of affordable housing in the HOME Consortium for owners and renters by assisting with acquisition, soft costs, construction, and rehabilitation. (4 households)
- **Downpayment Assistance** - Funds will be used for a first-time homebuyer program County Wide. (10 households)



## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

Richland County has a public housing authority to provide public housing for its low-income County residents. The mission of the Columbia Housing Authority is to provide affordable, accessible, quality housing and support services through community partnerships.

The Columbia Housing Authority is responsible for its own hiring, contracting, and procurement. The Housing Authority provides the County with a copy of its Five-Year Capital Fund Program and Annual Plan for review each year. The County certifies that the Capital Fund Program and Annual Plan are consistent with the County's Five-Year Consolidated Plan. Should the Housing Authority propose any demolition or disposition of public housing units, it will consult with the local neighborhoods where the development is located, as well as with the County staff.

The Columbia Housing Authority meets with each of its housing developments to discuss the Annual Plans for the Housing Authority. They also discuss physical needs assessment for allocating and spending Capital Funds at the different developments. The Housing Authority puts copies of the plans in the housing developments for public comment. The Columbia Housing Authority Board also has a seat on the five (5) member Board, which is occupied by a resident to help with the decision and planning process of the Housing Authority.

### **Actions planned during the next year to address the needs to public housing**

The Columbia Housing Authority funds a variety of activities to improve the overall living environment in the Authority's public housing projects. These improvements can include: roof repair, appliances, kitchen cabinets, sidewalk and parking lot repairs, replacement of hot water tanks, new computers, and various infrastructure improvements.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

The CHA Resident Executive Council (REC) provides residents with the opportunity to become involved in housing authority policy making. The REC is made up of representatives from each CHA public housing community, and members are elected by their peers based on participation in local Community Clubs. The REC meets on fourth Monday of each quarter. Richland County will work with CHA to improve attendance at these meetings in FY 2022-2023.

Richland County will also continue to provide twelve hours of housing counseling classes to CHA residents through the RCHAP program. Classes will cover home buying, budget and credit, and home and yard maintenance.

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

The Columbia Housing Authority is not designated as "troubled" by HUD.

**Discussion**

Not Applicable.

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## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### Introduction

Under its Five-Year Consolidated Plan, Richland County has developed its Strategic Plan in cooperation with the CoC to address homelessness for FY 2022 through FY 2026. These goals are set forth in the following priorities:

### Homeless Strategy - (High Priority)

**Priority Need:** There is a continuing need for services and housing opportunities for homeless persons and persons/families at-risk of becoming homeless.

**Objective:** Work with community partners to improve the living conditions and support services available for homeless persons, families, and those who are at risk of becoming homeless.

#### Goals:

- **HMS-1 Operation/Support** – Financially assist providers to operate housing and support services for the homeless and persons at-risk of becoming homeless.
- **HMS-2 Prevention and Housing** - Continue to support the prevention of homelessness through anti-eviction activities and programs for rapid re-housing.
- **HMS-3 Housing** - Support the rehabilitation of, including accessibility improvements for emergency shelters, transitional housing, and permanent housing for the homeless.
- **HMS-4 Continuum of Care** - Support the local Continuum of Care's (CoC) efforts to provide emergency shelter, and permanent supportive housing to persons and families who are homeless or who are at risk of becoming homeless.
- **HMS-5 Permanent Housing** - Promote the development of permanent supportive housing for homeless individuals and families.

### Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

The CoC utilizes a coordinated entry process that prioritizes assistance based on severity of need, length of time homeless, and unsheltered versus sheltered status to ensure those who need assistance the most can receive services and housing in a timely manner. Outreach teams work nontraditional hours and cover the CoC's entire geographic area. They are focused on persons with a serious mental illness who live unsheltered because this is the subpopulation in our community least likely to access assistance. Agencies, local businesses, and community members routinely contact the street outreach team regarding persons needing assistance, especially those living unsheltered. Persons experiencing homelessness are engaged through outreach, rapport-building, and with the use of peer-to-peer models. The CoC utilizes a centralized entry. Most persons enter the system through the Harmony House day shelter. However, the local homeless veteran's center, domestic violence shelter, and street outreach all serve as points of entry. A VI-SPDAT assessment is conducted (coordinated entry

assessment tool) to determine need. The individual/family is on a by-name list and referred to appropriate services and housing. All CoC and ESG-funded programs utilize coordinated entry.

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Successful recovery for individuals experiencing chronic homelessness depends on access to stable housing. Permanent supportive housing for such individuals is provided by the following organizations with programs targeted for chronic homelessness.

**Chronically Homeless Service Providers:** Columbia Area Mental Health Center, Midlands Housing Alliance (Transitions), VA Medical Center (Dorm), 180 Place

Many organizations providing services for individuals experiencing homelessness do not have services and facilities adequate to meet the needs of families with children. In an interview conducted for this Consolidated Plan, representatives from Homeless No More indicated that the need for such services and facilities far exceeds the available supply. Supportive housing for these families provides stability that helps prevent school absences and contributes to academic achievement. The following organizations provide services targeted to families with children experiencing homelessness.

**Families with Children:** Christ Central Ministries - Hannah House, Homeless No More, Toby's Place, USC, School of Medicine, Department of Internal Medicine, Supportive Housing Services

The organizations below provide supportive housing services specifically designed to meet the needs of veterans experiencing homelessness. HUD also provides rental assistance vouchers through the CHA for privately owned housing to veterans who are eligible for VA health care services and are experiencing homelessness. VA case managers may connect veterans with support services such as health care, mental health treatment and substance use counseling to help them in their recovery process and with maintaining housing in the community.

**Veterans:** VA Medical Center (Dorm), Alston Wilkes Veterans Home

Homeless organization representatives interviewed for this Consolidated Plan also indicated that supportive housing services targeted to unaccompanied youth are insufficient to meet the needs in Richland County. The organizations below provide various services for unaccompanied youth experiencing homelessness; however, long-term supportive housing with developmentally appropriate services are limited. Only four beds with these services are available in the county.

**Unaccompanied Youth:** Alston Wilkes Society- Columbia, Epworth Children's Home, Growing Home Southeast, Lexington School District Two McKinney-Vento Liaison, Mental Illness Recovery Center, Mental Illness Recovery Center Inc. (MIRCI), Palmetto Place Children's Shelter, Richland County Public

Defender's Office (youth defender), Richland School District One McKinney-Vento Liaison, Richland School District Two McKinney-Vento Liaison, State of South Carolina Department of Social Services, University of South Carolina Social Work

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Utilizing the Housing First Model, homeless individuals and families are housed as soon as they are eligible for housing, based on a centralized assessment, as well as housing availability. Prior to housing, homeless individuals/families are assigned to a supportive services team which continues to provide support to them once they obtain their housing. This model has been effective in housing retention.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

Individuals with severe mental health challenges often require transitional or permanent supportive housing including ongoing treatment, social services and housing assistance to recover and live independently. According to the 2015 National Survey on Drug Use and Health sponsored by Substance Abuse and Mental Health Services Administration (SAMHSA), an agency in the U.S. Department of Health and Human Services (DHHS), an estimated 18.1% or 43,521 Richland County residents suffer from a mental illness while an estimated four percent suffer severe mental illness.

## Discussion

Not Applicable.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

Richland County is committed to removing or reducing barriers to the development of affordable housing whenever possible throughout the County. A variety of actions include, among others, to reduce the cost of housing to make it affordable.

- Provide developers and non-profits with incentives for the construction or rehabilitation of affordable housing to keep rents affordable.
- Provide assistance to first time homebuyer to purchase a home.
- Assist in acquiring sites for development of affordable housing.
- Promote Federal and State financial assistance for affordable housing.

Richland County prepared its 2017 Analysis of Impediments to Fair Housing Choice (AI) to coincide with the County's Five-Year Consolidated Plan. Richland County's AI identified the following impediments.

**Impediment 1: Availability of Affordable Units in a Range of Sizes** - There is a need for additional assisted housing throughout the County. Racial or ethnic minority more likely to be experiencing a disproportionate need due to cost burdens, incomplete plumbing or kitchen, facilities, or overcrowding. This contributing factor has been assigned a medium level of priority based on the extent of the need and the County's ability to respond to this need.

**Impediment 2: Access to Financial Services** - The ability of residents throughout the County to secure home purchase loans varies according to the race and ethnicity of the loan applicant. This was identified in data gathered under the Home Mortgage Disclosure Act (HMDA).

**Impediment 3: Failure to make reasonable accommodation or modification** - Residents and stakeholders who provided commentary during the AFH process, whether through public input sessions or the Fair Housing Survey, identified failure to make reasonable accommodation as a factor that contributes to the limited availability of accessible housing units to residents with disabilities. The County believes that it has the capacity to address this factor through outreach and education to County residents and landlords, and considers doing so to be a high priority.

**Impediment 4: Access to Publicly Supported Housing for Persons with Disabilities**- Residents and stakeholders who provided commentary during the AFH process, whether through public input sessions or the Fair Housing Survey, identified shortages of affordable, accessible housing to be a contributing factor to fair housing issues impacting residents with disabilities.

**Impediment 5: Resistance to Affordable Housing**- This factor, identified through the feedback of stakeholders during the public input portion of the AFH process, contributes to a lack of affordable housing in the County. Lack of affordable housing restricts the fair housing choice of County residents.

**Impediment 6: Discriminatory Actions in the Marketplace-** This factor, identified through the feedback of stakeholders during the public input portion of the AFH process, serves to limit the fair housing choice of residents with disabilities and racial/ethnic minority groups.

**Impediment 7: Lack of Understanding of Fair Housing Law-** This factor, identified through the feedback of stakeholders during the public input portion of the AFH process, contributes to discrimination and differential treatment in the housing market. Furthermore, a lack of understanding of fair housing law means that those who may suffer discrimination in the housing market do not know where to turn when they do.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

Richland County, in its most recent Analysis of Impediments to Fair Housing Choice, did not identify any negative effects of its public policies that serve as barriers to affordable housing. The County has continued to revise and update its Zoning Ordinance. This document is consistent with the Fair Housing Act, Section 504, and the Americans with Disabilities Act. There are no other public policies that restrict fair housing.

**Discussion:**

Not Applicable.

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## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

Richland County has developed the following actions which address:

- obstacles to meeting underserved needs;
- fosters affordable housing;
- reduces lead-based hazards;
- reduced the number of poverty-level families;
- develops institutional structures, and
- enhance coordination between public and private housing and social service agencies.

### **Actions planned to address obstacles to meeting underserved needs**

The County under its FY 2022 CDBG Program Year will take the following actions to address obstacles to meeting the underserved needs:

- Provide funds for workforce housing options for owner occupied and renter occupied housing units.
- Provide funds for new housing construction of owner occupied and renter occupied housing units that are decent, safe, sound, affordable, and assessable.
- Provide funds for rehabilitation to help bring the older existing housing stock up to code standards and make accessibility improvements as needed.
- Provide funds to assist business, employment training, and career counseling.
- Provide funds for clearance and demolition projects to remove blighting influences in the County.
- The County will continue to leverage its financial resources and apply for additional public and private funds.

Richland County will work to address these obstacles through the agencies and programs to be funded in FY 2022. Some of the activities to address these obstacles include:

- Public Service Activities
- Economic Development
- Housing Rehabilitation
- CHDO Set-Aside
- Development of Affordable Housing
- Down Payment Assistance



## Actions planned to foster and maintain affordable housing

The County is proposing the following goals and strategies to foster and maintain affordable housing:

- **HSG-1 Homeownership** - Continue to assist low- and moderate-income potential homebuyers to purchase homes through down payment assistance, closing cost assistance, housing rehabilitation assistance and required housing counseling training.
- **HSG-2 Owner-occupied Housing Rehabilitation** - Conserve and rehabilitate existing affordable housing units occupied by low- and moderate-income homeowners in the community by providing financial assistance to addressing code violations, emergency repairs, energy efficiency improvements, and accessibility for persons with disabilities.
- **HSG-3 Housing Construction/Rehabilitation** - Increase the supply of decent, safe and sanitary, and accessible housing that is affordable to both owners and renters in the County by assisting with acquisition, site improvements, development fees, new construction and rehabilitation of vacant buildings.
- **HSG-4 Renter-occupied Rehabilitation** - Provide financial assistance to landlords to rehabilitate affordable housing units for that are rented to low- and moderate-income tenants.
- **HSG-5 Fair Housing** - Promote fair housing choice through education, training and outreach to affirmatively furthering fair housing throughout the County.
- **HMS-2 Prevention and Housing** - Continue to support the prevention of homelessness through anti-eviction activities and programs for rapid re-housing.
- **HMS-3 Housing** - Support the rehabilitation of, including accessibility improvements for emergency shelters, transitional housing, and permanent housing for the homeless.
- **HMS-5 Permanent Housing** - Promote the development of permanent supportive housing for homeless individuals and families.
- **SNS-1 Housing** - Increase the supply of affordable housing that is accessible, decent, safe, and sanitary for the elderly, persons with disabilities, persons with developmental disabilities, persons with HIV/AIDS, victims of domestic violence, persons recovering from alcohol/drug dependency, and persons with other special needs, through rehabilitation of existing buildings and new construction of housing.
- **SNS-3 Accessibility** - Improve the accessibility of owner-occupied housing through rehabilitation and support/improve renter occupied housing by making reasonable accommodations for the physically disabled by removing architectural barriers.
- **AMS-3 Fair Housing** - Provide funds for training, education, outreach, and monitoring to affirmatively further fair housing in the County.

## **Actions planned to reduce lead-based paint hazards**

The County is working to reduce potential lead-based paint hazards. Below are the County's activities to reduce lead-based paint hazards are related to rehabilitation and homeownership programs.

### **Rehabilitation Programs**

Richland County will continue to ensure that:

- Applicants for rehabilitation funding receive the required lead-based paint information and understand their responsibilities.
- Staff properly determines whether proposed projects are exempt from some or all lead-based paint requirements.
- The level of Federal rehabilitation assistance is properly calculated and the applicable lead-based paint requirements determined.
- Properly qualified personnel perform risk management, paint testing, lead hazard reduction, and clearance services when required.
- Required lead hazard reduction work and protective measures are incorporated into project rehabilitation specifications.
- Risk assessment, paint testing, lead hazard reduction, and clearance work are performed in accordance with the applicable standards established in 24 CFR Part 35, Subpart R.
- Required notices regarding lead-based paint evaluation, presumption, and hazard reduction are provided to occupants and documented.
- Program documents establish the rental property owner's responsibility to perform and adhere to ongoing lead-based paint maintenance activities, when applicable.
- Program staff monitors owner compliance with ongoing lead-based paint maintenance activities.

### **Homeownership Programs**

Richland County will continue to ensure that:

- Applicants for homeownership assistance receive adequate information about lead-based paint requirements.
- County staff properly determine whether proposed projects are exempt from some or all lead based paint requirements.
- A visual assessment is performed to identify deteriorated paint in the dwelling unit, any common areas servicing the unit, and exterior surfaces of the building.
- Prior to occupancy, properly qualified personnel perform paint stabilization, and the dwelling passes a clearance exam in accordance with the standards established in 24 CFR Part 35, Subpart R.
- The home buyer receives the required lead-based paint pamphlet and notices.

According to the 2016-2020 American Community Survey (ACS) 11,078 housing units with children in the Richland County were built before 1980. These units likely have some level of lead-based paint and issues associated with lead, particularly in units with children aged 6 and under. There are a total of 29,454 units constructed between 1950 and 1979 which is 31 percent of the housing stock.

The 2016-2020 ACS indicates 101,675 of County residents or 42% are at or below 80 percent AMI. Approximately half of the 11,078 households with children are at some risk of lead-based paint hazard.

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### **Actions planned to reduce the number of poverty-level families**

According to the 2016-2020 American Community Survey, approximately 16.5% of Richland County's residents live in poverty, while only 14.7% of the State of South Carolina residents live in poverty. Female-headed County households with children are particularly affected by poverty at 33.5%. The County's goal is to reduce the extent of poverty by 5%, based on actions the County can control and work with other agencies/organizations.

The County funded projects/activities under the following goals and strategies to reduce the number of families living in poverty:

- HMS-1 Operation/Support
- HMS-2 Prevention and Housing
- SNS-2 Social Services
- CDS-2 Infrastructure
- CDS-4 Food Programs
- CDS-5 Public Services
- EDS-1 Employment
- EDS-2 Financial Incentives/Assistance
- EDS-3 Redevelopment Programs

### **Actions planned to develop institutional structure**

To effectively implement the Five-Year Consolidated Plan and the Annual Action Plans, the County needs to collaborate with a variety of agencies located in Richland County and also in the City of Columbia. Coordination and collaboration between agencies is important to ensuring that the priorities identified in the Five-Year Consolidated Plan within the County are adequately addressed. The key agencies that are involved in the implementation of the Five-Year Consolidated Plan and FY 2022 Annual Action Plan, as well as additional resources that may be available are described below.

#### **Public Institutions –**

- **Richland County** – Richland County's Department of Community Planning and Development will be responsible for the administration of the County's community development programs, including some of the local programs that assist target income residents. The Department's responsibilities will include managing and implementing the City's affordable housing policies, including the Five-Year Consolidated Plan and related documents.
- **Columbia Housing Authority** - The Columbia Housing Authority is one of the primary owners of affordable housing within the community. The Housing Authority also administers the Housing Choice (Section 8) Voucher Program. The County will continue to work in close consultation with the Housing Authority regarding affordable housing issues in Richland County.

**Non-Profit Organizations** – There are several non-profit agencies that serve target income households in Richland County. The County will collaborate with these essential service providers. Some of them include:

- MIRCI
- Homeless No More
- Family Promise of the Midlands
- Harvest Hope
- Transitions
- Alston Wilkes Society
- United Way of the Midlands
- Catholic Charities
- Pathways to Healing
- Midlands Fatherhood Program
- SC Uplift

**Private Industry** – The private sector is an important collaborator in the services and programs associated with the Five-Year Consolidated Plan. The private sector brings additional resources and expertise that can be used to supplement existing services or fill gaps in the system. Lenders, affordable housing developers, business and economic development organizations, and private service providers offer a variety of assistance to residents such as health care, small business assistance, home loan programs, and assisted housing, among others. The County will work closely with these agencies to meet Five-Year Consolidated Plan goals and objectives.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

Richland County is committed to continuing its participation and coordination with social service agencies, housing agencies, community and economic development agencies, County, Federal, and State agencies, as well as with the private and non-profit sectors, to serve the needs of target income individuals and families in the County. The County solicits funding requests for CDBG and HOME funds. The County staff provides help and assistance to the public agencies that receive funding.

### **Discussion:**

#### **Monitoring**

Richland County's Department of Community Planning and Development (Community Development Division) has the primary responsibility for monitoring the County's Annual Action Plan. The Community Development Division will maintain records on the progress toward meeting the goals and the statutory and regulatory compliance of each activity. The Department of Community Planning and Development is responsible for the ongoing monitoring of subrecipients.

For each activity authorized under the National Affordable Housing Act, the County has established fiscal and management procedures that will ensure program compliance and funding accountability. Additionally, the Department will ensure that the reports to the U.S. Department of Housing and Urban Development (HUD) are complete and accurate. The programs will be subject to the Single Audit Act.

For projects, other than CDBG funded activities, a similar reporting format will be used to monitor the Annual Action Plan progress for HOME activities.

Richland County will provide citizens with reasonable notice of, and the opportunity to comment on its Annual Action Plan in its performance under previously funded CDBG Program Years, and substantial amendments to the Five-Year Consolidated Plan and Annual Action Plans.

Richland County will respond within fifteen (15) days in writing to any written complaints or inquiries from citizens in regard to the CDBG Program and HOME Program, its housing strategy, or its CAPER. This is described in its Citizen Participation Plan.

Richland County and its subrecipients shall comply with the requirements and standards of 2 CFR Part 200, which is the cost principals for state and local governments and their subrecipients. In addition, the County will have written agreements with each of its subrecipients.

The County will monitor its performance with meeting its goals and objectives with its Five-Year Consolidated Plan. It will review its goals on an annual basis in the preparation of its CAPER and will make adjustments to its goals as needed.

The County does not have a timeliness of expenditures problem. The County abides by the Federal cost principals and expenditures. In the expenditures of the CDBG and HOME funds for housing construction or project improvements, the County's inspectors will make periodic on-site inspections to ensure compliance with the local housing codes. The County also requires submittal of architectural drawings, site plan, and work specifications for this work. These will be reviewed prior to issuance of building permits and the distribution of CDBG funds or HOME funds.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

**Introduction:**

Richland County receives an annual allocation of CDBG and HOME funds. Since the County receives these federal allocations, the questions below have been completed, as they are applicable.

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

*Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.*

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0.00
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	\$0.00
3. The amount of surplus funds from urban renewal settlements	\$0.00
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$0.00
5. The amount of income from float-funded activities	\$0.00
<b>Total Program Income:</b>	<b>\$0.00</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	\$0.00
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.0%

**HOME Investment Partnership Program (HOME)  
Reference 24 CFR 91.220(l)(2)**

**1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

As required by HOME regulations, Richland County will match the HOME grant with county funds in the amount of \$115,759. The county will also continue to solicit donations and leveraged funds from existing partners seeking new partnerships. Richland County has also invested in a multi-phased, multi-family housing development under development by Community Assistance Provider, Inc. This project has additional state HOME Investment partnership funding and funding from the State Housing Trust Fund and Midlands Housing Trust Fund. HOME funding in Richland County is awarded through an RFP process and can be used for acquisition, rehabilitation, new construction, and gap financing. Pre-development loans are also available to cover project costs necessary to determine project feasibility (including cost of initial study, legal fees, environmental reviews, architectural fees, engineering fees, engagement of a development team, options to acquire property, site control, and tile clearance). All HOME awards are subject to the provisions of the HOME Investment Partnership Program authorized under Title II of the Cranston-Gonzales National Housing Act.

**2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

To ensure affordability Richland County will impose either resale or recapture provisions when using HOME funds for assisting homebuyers, homeowners and/or CHDO projects. Richland County exercises the option to use both recapture and resale provisions to ensure all or a portion of the County's HOME investments will be recouped in the event the household or entity fails to adhere to the terms of the HOME agreement for the duration of the period of affordability. The provision of resale versus recapture is dependent upon the activity: Recapture activity exists for (a) Down Payment Assistance (RCHAP); (b) CHDO projects that are terminated prior to completion or (c) the Housing Rehabilitation program. Resale provision is used only for CHDO homeownership projects. And while neither resale nor recapture, when CHDO's have rental-based activity, the county reserves the right to collect procedures or allow the CHDO to retain the funds.

**3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:**

HOME funds are granted to participants of RCHAP and Homeowner Rehabilitation programs in the form of deferred forgivable grants. Recapture provisions will ensure Richland County recoups all or a portion of its HOME investments based upon occupancy as principal residence through an affordability period. Another instance where HOME funds will be recaptured is when a CHDO fails to meet all conditions of a contract and as a result, the contract is terminated prior to project completion. The CHDO is then required to repay the full investment back to the County. While



Richland County can structure its recapture provisions based on its program design and market conditions, the period of affordability is the basis upon which the HOME investment is recaptured as described in paragraph 24 CFR 92.25 (a)(5)(ii)(A)(5) of the HOME regulations.

Resale provisions are exercised for CHDO homeownership activities only. These provisions ensure that housing developed with HOME funding remains affordable to LMI families through a 15–20-year period of affordability. Housing is purchased and occupied as principal residence by an LMI household. The CHDO executes an instrument (restrictive covenants or a 2<sup>nd</sup> mortgage) prior to closing which will detail the resale terms that include housing is made available for subsequent purchase only to a buyer whose family qualifies as a low-income family and use as principal residence. The resale requirement must also ensure the price at resale provides the original HOME-assisted owner a fair return on investment (including the homeowner’s investment and any capital improvement) and ensure the housing will remain affordable to a reasonable range of low-income homebuyers. The period of affordability is based on the total amount of HOME funds invested in an activity. The document will be filed with the 1st mortgage in the County’s Register of Deeds office.

**Down Payment Assistance (RCHAP)**

The Richland County Homeownership Assistance Program (RCHAP) may provide up to \$10,000 toward the purchase of an existing home, and \$10,000 toward the purchase of a newly constructed home in down payment and closing cost assistance for those who qualify. A five (5) year Deferred Forgivable Loan agreement is used as the mechanism for a recapture provision. With this agreement the HOME assistance is forgiven over a five-year period as long as the homeowner continues to own and live in the assisted unit as their primary place of residence for the five-year period of affordability. If the homeowner does not live within this unit and sells the property within this five-year period, the funds are recaptured as a rate of 20 percent diminishing sliding scale per year. For example, if the housing unit sells at year three of this five-year period, the homebuyer would owe back 60 percent of the subsidy (see chart below).

The housing unit must continue to be the principal residence of the homebuyer. If the borrower does not maintain principal residency in the property for at least five-years from the date of closing, Richland County will recapture all or a portion of the HOME assistance to the homebuyer. Failure to maintain the original terms of the mortgage will result in recapture of the grant. In the case of sale; RCHAP will require repayment of funds to be distributed from the net proceeds of the sale of the property as the holder of the lien in second position. A change in the mortgage is triggered by refinancing, selling, or renting the home within the period of affordability. The recaptured amount of the grant is on a pro-rata basis determined by the amount of time the homeowner has owned and occupied the house and will be measured by the affordability period outlined below.

Home Occupancy Time Limit	Repayment Amount of Loan
Year or less	100%
2 Years (up to)	80%
3 Years (up to)	60%
4 Years (up to)	40%
5 Years (up to)	20%

5 Years and over	0% (Satisfaction of Lien)
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Only the direct subsidy allotted to the homebuyer is subject to recapture.

**Owner-Occupied Rehabilitation Programs**

For the Homeowner Rehabilitation Program, HUD regulations do not require a period of affordability, however, the County self-imposes a ten to fifteen-year affordability period and a Deferred Forgivable Loan agreement as the mechanism for a recapture provision. The HOME assistance is forgiven on a prorated basis over a ten to fifteen-year period as long as the homeowner continues to own and live in the assisted unit as their primary place of residence for the county’s self-imposed ten to fifteen-year periods of affordability. An applicant may only be awarded one grant from this program within a five- year period.

All Richland County loans for homeowner housing rehabilitation will be made based on the applicant’s household income verification and their ability to repay the loan and outlined below.

- **Deferred Forgivable Loans** – Assistance will be provided in the form of a deferred forgivable loan. No repayment is required. However, applicants must sign a written affidavit indicating that they will occupy the home as their primary residence for at least two (2) years after assistance is granted through the program.

**Community Housing Development Organizations (CHDO)/ New Construction**

Richland County Community Development will provide HOME subsidy to the Columbia Housing Authority and to non-profit community housing development organizations (CHDOs) for the purpose of developing affordable housing both incorporated County Council District 50 and in unincorporated areas of the County. These units are in progress, no additional funds have been provided in FY 2022-2026. Priority is given to projects located in master planned areas.

All affordable housing units developed by non-profits and CHDO’s are subject to sales restrictions, occupancy requirements and resale obligations. These provisions apply to homeownership and rental units where HOME subsidy is used regardless of the amount of the award and without regard to the type of award received. For all homeownership units, housing must have an initial purchase price not to exceed 95 percent of the median purchase price for the area; be the principal residence for the income-qualifying family at the time of purchase; and is subject to resale to an income eligible family, The initial occupancy requirement for rental units is total household income 50 percent and below of area median income and 60 percent and below for homeownership units.

The period of time where these provisions apply is referred to as the Period of Affordability. The Period of Affordability for resale requirements is determined by the amount of subsidy invested in a housing unit (HOME rule 24 CFR 92.254(a)(5)(i)) For a specific period of time (see table below) a unit if sold must be sold to another family that qualifies as low-income who will use the property as their

primary residence. The original homebuyer must receive a fair return on the initial investment; and the property must be sold at a price that is affordable.

Activity	Average Per-Unit Home	Minimum Affordability Period
Rehabilitation or Acquisition of Existing Housing	<\$15,000	5 years
	\$15,000 - \$40,000	10 years
	>\$40,000	>\$40,000 15 years
Refinance of Rehabilitation Project	Any dollar amount	15 years
New Construction or Acquisition of New Housing	Any dollar amount	20 years

**Fair Return on Investment**

Richland County’s definition of fair return on investment is defined as what a homebuyer can expect back on their return if they sell their unit during the period of required affordability as referenced within their agreement. The fair return is calculated upon the objective standard for Richland County as the percentage of change in median sales prices for housing units within the median statistical area over or during the period of ownership. This calculation basis includes the original investment by the homebuyer with the addition of specific types of upgrades or additions that will add value to the property. These types of upgrades include tangible, structural improvements to the interior or exterior of the home that would remain with the home during and after a sale. These additional homebuyer-financed improvements are not financed by Richland County. A reasonable range of low-income buyers during the point of resale would be low-income buyers as defined 50%-79% current area median income. During depressed or declining market seasons (such as a time of “seller’s market”), a loss of investment does constitute a fair return.

- 4. **Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

Richland County has no plans to refinance debt using HOME funds in FY 2022-2026.

**Appendix - Alternate/Local Data Sources**



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# SF 424 FORMS

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**RICHLAND COUNTY  
COMMUNITY PLANNING & DEVELOPMENT**

2020 Hampton Street  
Columbia, SC 29204



**Date:** 8/3/2022  
**To:** Richland County Legal Department  
**From:** Lovetta Walton, Community Development Supervisor of Grants & Compliance  
**CC:** Sara Scheirer, Community Development Division Manager  
**Subject:** Request for approval for County Admin signature for CDBG & HOME Funding Certification

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The Community Development Department is requesting approval to send certification forms to County Administrator. These documents are signed annually. Please let me know if you have any questions.

Sincerely,

**Lovetta Walton, MSML**

Community Development Supervisor of Grants & Compliance  
Richland County Government  
Community Planning & Development Department  
Community Development Division  
[walton.lovetta@richlandcountysc.gov](mailto:walton.lovetta@richlandcountysc.gov)  
803-576-2091

DRAFT

**Application for Federal Assistance SF-424**

<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>* If Revision, select appropriate letter(s):</b> <input type="text"/> <b>* Other (Specify):</b> <input type="text"/>
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<b>* 3. Date Received:</b> 8/15/2022	<b>4. Applicant Identifier:</b> <input type="text"/>
---	---

<b>5a. Federal Entity Identifier:</b> <input type="text"/>	<b>5b. Federal Award Identifier:</b> M-22-UC-45-0208
---	---

**State Use Only:**

<b>6. Date Received by State:</b> <input type="text"/>	<b>7. State Application Identifier:</b> <input type="text"/>
--	--

**8. APPLICANT INFORMATION:**

<b>* a. Legal Name:</b> Richland County Government	
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 57-6000398	<b>* c. UEI:</b> E7RBRC6XETZ7

**d. Address:**

<b>* Street1:</b>	2020 Hampton Street
<b>Street2:</b>	Suite 3063B
<b>* City:</b>	Columbia
<b>County/Parish:</b>	Richland
<b>* State:</b>	SC: South Carolina
<b>Province:</b>	
<b>* Country:</b>	USA: UNITED STATES
<b>* Zip / Postal Code:</b>	29201-45079

**e. Organizational Unit:**

<b>Department Name:</b> Community Planning & Dev	<b>Division Name:</b> Community Development
---	--

**f. Name and contact information of person to be contacted on matters involving this application:**

<b>Prefix:</b> Ms.	<b>* First Name:</b> Sara
<b>Middle Name:</b>	
<b>* Last Name:</b> Scheirer	
<b>Suffix:</b>	

<b>Title:</b> Manager
-----------------------

<b>Organizational Affiliation:</b> Richland County Government
--

<b>* Telephone Number:</b> (803) 576-2168	<b>Fax Number:</b>
---	--------------------

<b>* Email:</b> scheirer.sara@richlandcountysc.gov
--

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Number:**

14.239

CFDA Title:  
HOME Investment Partnership (HOME) Program

**\* 12. Funding Opportunity Number:**

Not Applicable.

\* Title:  
Not Applicable.

**13. Competition Identification Number:**

Not Applicable.

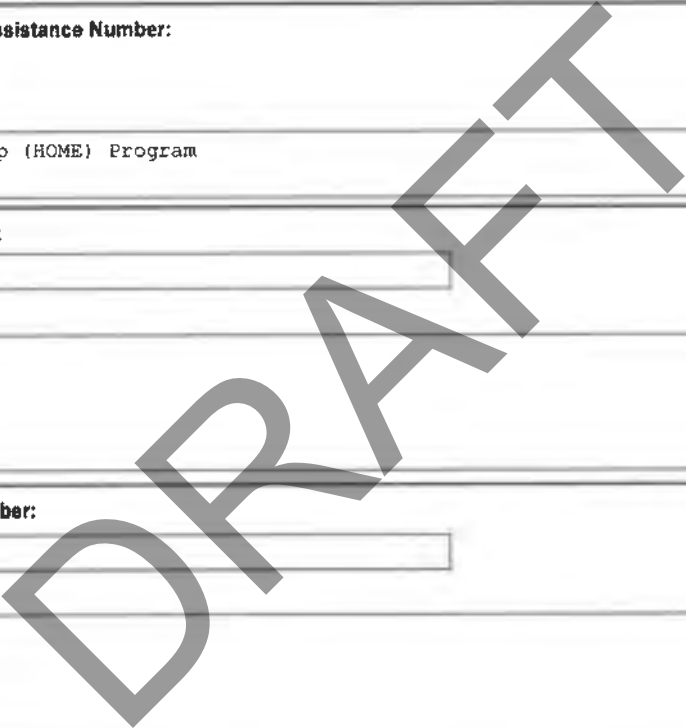
Title:  
Not Applicable.

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\* 15. Descriptive Title of Applicant's Project:**

The FY 2022-2026 Five Year Consolidated Plan and the FY 2022 Annual Action Plan for the HOME Investment Partnership (HOME) Program.

Attach supporting documents as specified in agency instructions.



**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="868,030.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="868,030.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.


**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative: 

\* Date Signed:

Richland County Attorney's Office  
*Lauren K. Pagan 8/8/22*  
Approved as to LEGAL form ONLY  
NO Opinion Rendered As To Content



## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.


As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	County Administrator
APPLICANT ORGANIZATION	DATE SUBMITTED
Richland County Government	09/2022

SF-424D (Rev. 7-97) Back

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

Application for Federal Assistance SF-424		
<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>* If Revision, select appropriate letter(s):</b> <input type="text"/> <b>* Other (Specify):</b> <input type="text"/>
<b>* 3. Date Received:</b> 8/15/2022	<b>4. Applicant Identifier:</b> <input type="text"/>	
<b>5a. Federal Entity Identifier:</b> <input type="text"/>	<b>5b. Federal Award Identifier:</b> B-22-UC-45-0005	
<b>State Use Only:</b>		
<b>6. Date Received by State:</b> <input type="text"/>	<b>7. State Application Identifier:</b> <input type="text"/>	
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name:</b> Richland County Government		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 57-6000398	<b>* c. UEI:</b> E7RBRC6XBT27	
<b>d. Address:</b>		
<b>* Street1:</b> 2020 Hampton Street	<input type="text"/>	
<b>Street2:</b> Suite 306B	<input type="text"/>	
<b>* City:</b> Columbia	<input type="text"/>	
<b>County/Parish:</b> Richland	<input type="text"/>	
<b>* State:</b> SC: South Carolina	<input type="text"/>	
<b>Province:</b>	<input type="text"/>	
<b>* Country:</b> USA: UNITED STATES	<input type="text"/>	
<b>* Zip / Postal Code:</b> 29201-45079	<input type="text"/>	
<b>e. Organizational Unit:</b>		
<b>Department Name:</b> Community Planning & Dev.	<b>Division Name:</b> Community Development	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b> Ms.	<b>* First Name:</b> Sara	<input type="text"/>
<b>Middle Name:</b>	<input type="text"/>	
<b>* Last Name:</b> Scheirer	<input type="text"/>	
<b>Suffix:</b>	<input type="text"/>	
<b>Title:</b> Manager	<input type="text"/>	
<b>Organizational Affiliation:</b> Richland County Government		
<b>* Telephone Number:</b> (803) 576-2168	<b>Fax Number:</b> <input type="text"/>	
<b>* Email:</b> scheirer.sara@richlandcountysc.gov	<input type="text"/>	

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

**Type of Applicant 2: Select Applicant Type:**

**Type of Applicant 3: Select Applicant Type:**

**\* Other (specify):**

**\* 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development (HUD)

**11. Catalog of Federal Domestic Assistance Number:**

14.218

**CFDA Title:**

Community Development Block Grant (CDBG)/Entitlement Grants

**\* 12. Funding Opportunity Number:**

Not Applicable.

**\* Title:**

Not Applicable.

**13. Competition Identification Number:**

Not Applicable.

**Title:**

Not Applicable.

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

The FY 2022 Annual Action Plan for Community Development Block Grant (CDBG) Program.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

DRAFT

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="1,693,966.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1,693,966.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

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- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative: 

\* Date Signed:

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

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2025

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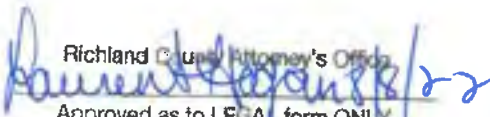
As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
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18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	County Administrator
APPLICANT ORGANIZATION	DATE SUBMITTED
Richland County Government	08/09/2022

SF-424D (Rev. 7-97) Back

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



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# CERTIFICATIONS

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**CERTIFICATIONS**

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** --The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

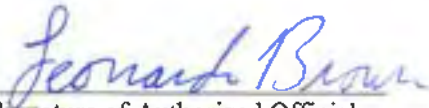
**Anti-Lobbying** --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

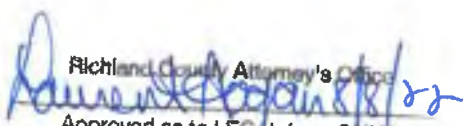
**Consistency with plan** --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

  
Signature of Authorized Official

August 9th, 2022  
Date

County Administrator  
Title

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

## Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

**Following a Plan** -- It is following a current consolidated plan that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2022, 2023, and 2024 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**CERTIFICATIONS**

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** --The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

**Anti-Lobbying** --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

  
Signature of Authorized Official

August 9th, 2022  
Date

County Administrator  
Title

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

## Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

**Following a Plan** -- It is following a current consolidated plan that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2022, 2023, and 2024 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

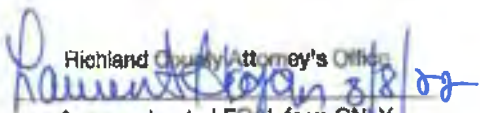
**Compliance with Laws** -- It will comply with applicable laws.

  
Signature of Authorized Official

August 9th 2022  
Date

County Administrator  
Title

DRAFT

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

**OPTIONAL Community Development Block Grant Certification**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Leonardo Brown  
Signature of Authorized Official

August 9th, 2022  
Date

County Administrator  
Title

DRAFT

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

**Specific HOME Certifications**

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

**Eligible Activities and Costs** -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

**Subsidy layering** -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Leonard Brown  
Signature of Authorized Official

August 9th, 2022  
Date

County Administrator  
Title

DRAFT

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

## APPENDIX TO CERTIFICATIONS

### INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

#### **Lobbying Certification**

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

DRAFT





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# CITIZEN PARTICIPATION

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DRAFT



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**SUBSTANTIAL  
AMENDMENT # 1  
PUBLIC HEARING**

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**NOTICE OF PUBLIC HEARING AND DISPLAY  
RICHLAND COUNTY, SOUTH CAROLINA  
FY 2022-2026 FIVE YEAR CONSOLIDATED PLAN –  
SUBSTANTIAL AMENDMENT**

Notice is hereby given that Richland County, South Carolina will hold a public hearing on **Thursday, July 13, 2023, at 6:30 p.m.**, prevailing time, in Council Chambers located 2020 Hampton Street, Columbia, South Carolina 29201. The location is accessible to persons with physical disabilities. If special arrangements need to be made to accommodate any resident in order for them to participate in the public hearing, including translation services, please contact Ms. Callison Richardson, Manager, Grants & Community Development, Richland County Government, Community Planning & Development Department, Community Development Division, (803) 576 - 2055 or email at [richardson.callison@richlandcountysc.gov](mailto:richardson.callison@richlandcountysc.gov), to make those arrangements, and any person who may have a hearing impediment, please contact 7-1-1 for the TTY/TTD relay.

The purpose of the public hearing is to present Richland County's FY 2022-2026 Five Year Consolidated Plan – Substantial Amendment. Richland County has been notified by the U.S. Department of Housing and Urban Development (HUD) that it is eligible to receive Emergency Solutions Grant (ESG) funds as a Federal entitlement community. To accept these funds the County needs to amend its FY 2022-2026 Five Year Consolidated Plan to add ESG funds into this document. The FY 2022-2026 Five Year Consolidated Plan – Substantial Amendment is to be submitted to HUD on or before August 15, 2023.

In order to obtain the views of residents, public agencies and other interested parties, Richland County will place its FY 2022-2026 Five Year Consolidated Plan – Substantial Amendment on public display on Friday, June 16, 2023, through Monday, July 17, 2023, at the following locations:

**Richland County Government  
Community Planning & Development Department  
Community Development Division  
2020 Hampton Street – Suite 3058**

**Richland County's Website:**  
<https://www.richlandcountysc.gov>

These documents will be available for public display during normal business hours of operation for a period of thirty (30) days until 4:00 PM on July 17, 2023. The FY 2022-2026 Five Year Consolidated Plan – Substantial Amendment will be submitted to the Richland County Council for approval at a regular scheduled County Council Meeting on July 18, 2023, at 6:00 PM.

All interested residents and other parties are encouraged to attend this public hearing and they will be given the opportunity to present oral or written testimony concerning the proposed use of Federal funds under the FY 2022-2026 Five Year Consolidated Plan – Substantial Amendment. Written or oral comments may be directed to Ms. Callison Richardson, Manager, Grants & Community Development, Richland County Government, Community Planning & Development Department, Community Development Division, 2020 Hampton St. Suite 3058, Columbia, SC 29202, (803) 576 - 2055 or via 711 for the hearing impaired or email at [richardson.callison@richlandcountysc.gov](mailto:richardson.callison@richlandcountysc.gov).

Ms. Sarah Harris  
Director, Grants & Community Outreach  
Grants Department  
Richland County Government

Publish on: Friday, June 16, 2023

Proof of Publication Requested

DRAFT

## Richland County Council Request for Action

**Subject:**

Case # 23-009MA  
Michael Bell  
RU to GC (3 Acres)  
S/S Garners Ferry Road  
TMS # R21800-05-20 (Portion of)

**Notes:**

First Reading: June 27, 2023  
Second Reading: July 11, 2023 {Tentative}  
Third Reading: July 18, 2023 {Tentative}  
Public Hearing: June 27, 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 # R21800-05-20 (PORTION OF) FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); 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 # R21800-05-20 (Portion of) from Rural District (RU) to General Commercial District (GC).

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:        June 27, 2023  
First Reading:        June 27, 2023  
Second Reading:      July 11, 2023  
Third Reading:        July 18, 2023

# Richland County Council Request for Action

**Subject:**

An Ordinance Amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; by amending the Business License Class Schedule Table and the Business License Schedule Rates Table so as to make conforming changes

**Notes:**

June 27, 2023 – The Administration and Finance Committee recommended Council approve the 2023 Business License Rate Class Schedule to maintain compliance with the SC Fiscal Affairs Office. In addition, to approve the updated Business License Tax Rates to conform to the FY23-24 Richland County budget ordinance.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Zach Cavanaugh	<b>Title:</b>	Director
<b>Department:</b>	Community Planning & Development	<b>Division:</b>	Business Service Center
<b>Date Prepared:</b>	June 2, 2023	<b>Meeting Date:</b>	June 27, 2023
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	June 9, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	June 12, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 8, 2023
<b>Approved for consideration:</b>	Assistant County Administrator	Aric A Jensen, AICP	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Business Service Center Ordinance Amendment		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends approval of the 2023 Business License Rate Class Schedule to maintain compliance with the South Carolina Fiscal Affairs office.

Staff also recommends approval of the updated Business License Tax Rates to conform to the FY23-24 Richland County budget ordinance.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

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

Compliance with the South Carolina Fiscal Affairs office ensures businesses are charged appropriately for their 2024 business license.

**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:**

Business License Tax schedules are updated every odd year based on the IRS profitability index. Based on the IRS profitability index data, the South Carolina Fiscal Affairs office assigns each industry type a rate class based on their North American Industry Classification System (NAICS) code. The updated 2023 Business License Tax schedule will ensure Richland County's compliance with the SC Fiscal Affairs office.

To conform to the FY23-24 Richland County budget ordinance, the Richland County Business Service Center Business License Tax Schedule Rates must be adjusted to match what was passed with the annual budget.



#### **MOTION OF ORIGIN:**

There is no associated Council motion of origin.

#### **STRATEGIC & GENERATIVE DISCUSSION:**

Staff recommends approval of the 2023 Business License Class Schedule by NAICS code to comply with the South Carolina Fiscal Affairs office. Every odd year, each industry type is placed into a rate class based on the IRS's profitability index data. The 2023 business license class schedule has 7 industry types going down either one or two rate classes and two industry types going up a rate class compared to the 2021 business license class schedule.

Once each industry type is placed into their 2023 rate class, the Director of Business Services will implement this change within the Business Service Centers software with an effective date of January 1, 2024.

If this request is denied, Richland County would be non-compliant with the South Carolina Fiscal Affairs office which would result in businesses being charged either too much or not enough for their 2024 business license.

Staff also recommends approval of the updated Business License Tax Rates to conform with the FY23-24 Richland County budget ordinance. With the passage of the FY23-24 budget ordinance, an updated Business License Tax rate structure was included. This ordinance amendment will ensure that the Richland County budget ordinance and the Business Service Center's ordinance match in relation to Business License Tax rates.

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

Commit to Fiscal Responsibility- Ensuring compliance with State mandated business license tax structure changes promotes fiscal responsibility and transparency.

Establish Operational Excellence- Maintaining the integrity of the Business Service Centers ordinance to comply with State mandated changes or changes made by Richland County ensures operational excellence along with compliance.

#### **ATTACHMENTS:**

1. Business Service Center Ordinance Amendment

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 16, LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS; BY AMENDING THE BUSINESS LICENSE CLASS SCHEDULE TABLE AND THE BUSINESS LICENSE SCHEDULE RATES TABLE SO AS TO MAKE CONFORMING CHANGES.

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. Section 16-5 of the Richland County Code of Ordinances is amended by deleting the tables in Section 16-5(5) entitled “2021 BUSINESS LICENESS CLASS SCHEDULE BY NAICS CODE” and “Richland County Business Service Center Business License Tax Schedule Rates” and inserting:

**2023 BUSINESS LICENSE CLASS SCHEDULE BY NAICS CODE**

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	1.00
21	Mining	2.00
31	Manufacturing	3.00
32	Manufacturing	3.00
33	Manufacturing	3.00
42	Wholesale Trade	1.00
44	Retail Trade	1.00
45	Retail Trade	1.00
48	Transportation and Warehousing	1.00
49	Transportation and Warehousing	1.00
51	Information	4.00
52	Finance and Insurance	7.00
53	Real Estate and Rental and Leasing	7.00
54	Professional, Scientific, and Technical Services	5.00
55	Management of Companies	7.00
56	Administrative and Support and Waste Management and Remediation Services	3.00
61	Educational Services	3.00
62	Health Care and Social Assistance	4.00
71	Arts, Entertainment, and Recreation	3.00
721	Accommodation	1.00
722	Food Services and Drinking Places	2.00
81	Other Services	4.00

<b>Class 8</b>	<b>Mandatory or Recommended Subclasses</b>	
23	Construction	8.10
482	Rail Transportation	8.20
517311	Wired Telecommunications Carriers	8.30
517312	Wireless Telecommunications Carriers (except Satellite)	8.30
5241	Insurance Carriers	8.40
5242	Insurance Brokers for non-admitted Insurance Carriers	8.40
713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.60
<b>Class 9</b>	<b>Optional Subclasses</b>	
423930	Recyclable Material Merchant Wholesalers (Junk)	9.10
522298	Pawnshops	9.20
4411	Automobile Dealers	9.30
4412	Other Motor Vehicle Dealers	9.30
454390	Other Direct Selling Establishments (Regular Peddlers)	9.41
454390	Other Direct Selling Establishments (Seasonal Peddlers)	9.42
713290	Bingo Halls	9.50
711190	Other Performing Arts Companies (Carnivals and Circuses)	9.60
722410	Drinking Places (Alcoholic Beverages)	9.70

*Note: Class Schedule is based on 2017 IRS Data.*

**Richland County Business Service Center Business License Tax Schedule Rates**

<u>Rate Class</u>	<u>Income \$0-2,000</u>	<u>All Income Over \$2,000 (Rate per \$1,000 or fraction thereof)</u>
<b>1</b>	\$20.00	\$1.00
<b>2</b>	\$22.00	\$1.10
<b>3</b>	\$24.00	\$1.20
<b>4</b>	\$26.00	\$1.30
<b>5</b>	\$28.00	\$1.40
<b>6</b>	\$30.00	\$1.50
<b>7</b>	\$32.00	\$1.60
<b>8</b>	See Class 8 Rates Below	See Class 8 Rates Below

**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.** Except as otherwise provided, this ordinance shall be enforced from and after \_\_\_\_\_.

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

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

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 2019 Bull Street Owner, LLC, a company formerly known to the County as Project Urban Renewal; and other related matters

**Notes:**

First Reading: April 18, 2023  
Second Reading: May 2, 2023  
Third Reading: July 18, 2023  
Public Hearing: July 18, 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 2019 BULL STREET OWNER, 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, 2019 Bull Street Owner, LLC (“Company”) desires to develop a multi-use commercial, recreational, and entertainment venue within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$38,000,000 and the creation of approximately 60 new, full-time equivalent jobs;

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; 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 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:

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: April 18, 2023  
Second Reading: May 2, 2023  
Public Hearing: July 18, 2023  
Third Reading: July 18, 2023



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

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**PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**2019 BULL STREET OWNER, LLC**

**Effective as of: \_\_\_\_\_, 2023**

## PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of \_\_\_\_\_, 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 2019 BULL STREET OWNER, LLC, a Delaware limited liability company (“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 designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public Infrastructure”);

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

WHEREAS, the Company has committed to establish a multi-use commercial, recreational, and entertainment venue in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$38,000,000;

WHEREAS, by an ordinance enacted on \_\_\_\_\_, 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 relating to the Project (“Property”) in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at 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 will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

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

- (a) The Company is in good standing under the laws of the State of Delaware, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, each 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 the 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 \$38,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2028 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the

County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Date 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 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, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) The Company has committed to invest in the Public Infrastructure as described on Exhibit B. The Company shall certify its actual investment in the Public Infrastructure to the County by the Certification Date, by providing documentation, in form and substance reasonably acceptable to the County, to the County's Economic Development Department sufficient to reflect the amount invested in the Public Infrastructure. If the Company fails to complete the Public Infrastructure by the Certification Date, then the Company may not be entitled to the full value of the Public Infrastructure Credits as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Date") to verify the Company's investment in the Public Infrastructure. The County has the right to exclude from the investment in 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 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 Date, provide to the Company, by written notice, the County's determination of the verified amount of investment made by the Company in Public Infrastructure. Failure to provide a written verification by the Verification Date shall be deemed to be a determination by the County that all costs certified by the Company are verified as eligible costs.

**Section 2.3. Public Infrastructure Credits.**

(a) To assist in paying for costs of Public Infrastructure, the County shall provide a Public Infrastructure Credit against certain 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 in Exhibit B.

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

(c) 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 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 Public Infrastructure.

**Section 2.4. Filings.** To assist the County in administering the Public Infrastructure Credits, the Company shall, for the Credit Term, prepare and file with the County such separate schedules or information with respect to the Property as may be necessary to distinguish the Property from any other property of the Company. Additionally, the Company shall, on or before January 31 of each year during the Credit Term, commencing in January 31, 2024, 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 C, 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 by the Company in Public Infrastructure, as verified, or deemed verified, by the County as of the Verification Date. 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 Fee 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 cessation of operations for a continuous period of six months or longer other than as a result of a casualty event or in connection with a renovation or rehabilitation project;

(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 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 the 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 the 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 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 interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

**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 Public Infrastructure and disclaims all liability with respect to the 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 Parker Poe Adams & Bernstein LLP  
(does not constitute notice): Attn: Ray E. Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202  
Phone: 803.255.8000  
Fax: 803.255.8017

if to the Company: 2019 Bull Street Owner, LLC  
c/o Astral Development  
Attn: Andy Golubitsky and John Wofford  
138 West 25th Street  
New York, NY 10001

with a copy to Haynsworth Sinkler Boyd, P.A.  
(does not constitute notice): Attn: William R. Johnson  
1201 Main Street, 22<sup>nd</sup> Floor (29201)  
Post Office Box 11889  
Columbia, South Carolina 29211  
Phone: 803.779.3080  
Fax: 803-765.1243

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 the amount of 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 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**

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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, 2019 BULL STREET OWNER, LLC, has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**2019 BULL STREET OWNER, LLC**

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

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

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

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

**EXHIBIT A**

**LAND DESCRIPTION**

**R09016-07-17**

TRACT# 1

All that certain piece, parcel, or lot of land with the improvements thereon, situate, lying and being on the East side of Marion Street between Calhoun Street and Elmwood Avenue, in the City of Columbia, County of Richland, State of South Carolina, measuring on its Eastern and Western sides fifty-three and three tenths (53.3') feet, more or less; and on its Northern and Southern sides Two Hundred Eight (208') feet, more or less; being bounded on the north by property now or formerly of Berry, East by property now or formerly of Ray, South by property now or formerly of Perrin and hereinafter described, and on the West by Marion Street; said property known and designated as #2022 Marion Street.

AND

All that certain piece, parcel, or lot of land, with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, containing one fourth (1/4) of an acre, more or less, on the eastern side of Marion Street, between Elmwood Avenue and Calhoun Street, and bounded as follows: On the North by lot now or formerly of Jane DuBose Perrin, and described hereinabove, East by lot now or formerly of Ray, South by lot now or formerly of Cloyd and West by said Marion Street.

This being a portion of the same property conveyed to Brownstein Associates, LLC by deed of Janet Brownstein and Joanne B. Epley, Co-Trustees of the M. M. Brownstein Trust B (GST Exempt) dated June 3, 2008 and recorded in the Richland County Register of Deeds Office in Deed Book 1439 at Page 3234.

TMS No.: R09016-07-17

Properly Address: 2022 Marion Street, Columbia, SC 29201

**R09016-07-18**

TRACT#2

All that certain piece, parcel, or lot of land, with the improvements thereon, situate, lying and being on the east side of Marion Street between Elmwood Avenue and Calhoun Street, being shown as 2034 Marion Street, in the City of Columbia, County of Richland, State of South Carolina, being more fully shown on a said plat hereinabove referred and being bounded and measuring as follows: On the North by property now or formerly of Margery E. Walker whereon it measures Ninety-Nine and 2110 (99.2') feet, more or less; on the East by other property now or formerly of Minne Berry whereon it measures Fifty-Three and 8/10 (53.8') feet, more or less; on the South by property of Brownstein, whereon it measures Ninety-Eight and 1/10 (98.1 ' ) feet, more or less; and on the West by the said Marion Street whereon it fronts Fifty-Three and 3/10 (53.3') feet, more or less; all of which is shown on said plat; together with a right of way for access, ingress and egress for all purposes, in common with Margery E. Walker, her heirs and assigns, forever, and along a certain strip of land 9 feet in width, as shown on said plat, including a portion of said lot along the northern boundary 2.3 feet in width and the southern portion of said lot along the northern boundary 2.3 feet in width and the southern portion of lot now or formerly of Margery E. Walker and extending back in parallel lines from said Marion Street to a depth of 99.2 feet, more or less, being established as an alleyway by deed recorded in the Office of the Register of Deeds for Richland County in Deed Book OT, at Page 102.

This being a portion of the same property conveyed to Brownstein Associates, LLC by deed of Janet Brownstein and Joanne B. Epley, Co-Trustees of the M. M. Brownstein Trust B (GST Exempt) dated June 3, 2008 and recorded in the Richland County Register of Deeds Office in Deed Book 1439 at Page 3234.

TMS No.: R09016-07-18

Property Address: 2034 Marion Street, Columbia, SC 29201

**R09016-07-02**

TRACT#3

All that certain piece, parcel, or lot of land with the improvements thereon, situate, lying and being on the south side of Elmwood Avenue between Marion and Bull Streets, in the City of Columbia, County of Richland, State of South Carolina, being known as 1406-1408 Elmwood Avenue, and being more fully shown on a plat prepared for Marvin M. Brownstein by William Wingfield, Registered Surveyor, dated October 31, 1958, recorded in Plat Book 12 at Page 37, and being bounded and measuring as follows: on the North by said Elmwood Avenue whereon it measures Sixty-Three (63') feet, more or less; on the East by property now or formerly of Strickland whereon it measures One Hundred Four and 9/10 (104.9') feet, more or less; on the South by other property of Brownstein whereon it measures Sixty-Two and 2/10 (62.2') feet, more or less; and on the West by property now or formerly of Walker and Berry whereon it measures One Hundred Four and 8/10 (104.8') feet, more or less, all of which is shown on said plat.

This being a portion of the same properly conveyed to Brownstein Associates, LLC by deed of Janet Brownstein and Joanne B. Epley, Co-Trustees of the M. M. Brownstein Trust B (GST Exempt) dated June 3, 2008 and recorded in the Richland County Register of Deeds Office in Deed Book 1439 at Page 3234.

TMS No.: R09016-07-02

Property Address: 1408 Elmwood Avenue, Columbia, SC 29201

**R09016-07-03**

TRACT#4

All that certain piece, parcel, or lot of land with the improvements thereon; situate, lying and being on the southern side of Elmwood Avenue, between Marion and Bull Streets, and being known as No. 1414 Elmwood Avenue, in the City of Columbia, County of Richland, State of South Carolina, containing one-eighth of an acre, more or less; said lot being bounded on the north by Elmwood Avenue, and measuring thereon sixty feet (60'), more or less; on the east by lot now or formerly of Mrs. Ray, and measuring thereon one hundred five feet (105'), more or less; on the south by lot now or formerly of Jackson, and measuring thereon fifty-five feet (55'), more or less; and on the west by lot now or formerly of Mrs. Pearson, and measuring thereon one hundred five feet (105'), more or less.

This being a portion of the same property conveyed to Brownstein Associates, LLC by deed of Janet Brownstein and Joanne B. Epley, Co-Trustees of the M. M. Brownstein Trust B (GST Exempt) dated June 3, 2008 and recorded in the Richland County Register of Deeds Office in Deed Book 1439 at Page 3234.

TMS No.: R09016-07-03

Property Address: 1414 Elmwood Avenue, Columbia, SC 29201



**R09016-07-04**

TRACT# 5

All that piece, parcel, or lot of land, with the improvements thereon, situate, lying and being on the southern side of Elmwood Avenue, between Marion and Bull Streets, in the City of Columbia, County of Richland, State of South Carolina, being a portion of the property shown on plat prepared for Lane, Taylor & Wolfe, Realtors, by William Wingfield, Reg. Surveyor, dated May 6, 1966, and recorded in the Register of Deeds Office for Richland County in Plat Book "29", at page 146, and being bounded by the lines hereinafter described, to wit: Beginning at a point on the southern side of Elmwood Avenue where the said property comes with property now or formerly of Strickland and thence running North 71 ° 21' East along the southern side of Elmwood Avenue a distance of 83.4 feet to property now or

formerly of Weston; thence running South 20° 24' East along said property now or formerly of Weston a distance of 136.8 feet to a point; thence turning and running South 69° 41' West a distance of 98.6 feet to property now or formerly of Brownstein; thence turning and running North 19° 53' West along said property of Brownstein a distance of 34.2 feet to property now or formerly of Strickland; thence returning and running North 78° 52" East along said property of Strickland a distance of 7.2 feet to a point; thence turning and running North 95° 56' West along said property of Strickland a distance of 105.2 feet to the point of beginning on Elmwood Avenue.

This being the same property conveyed to Brownstein Associates, LLC by deed of Janet Brownstein and Joanne B. Epley, Co-Trustees of the M. M. Brownstein Trust B-1 (GST Non-Exempt) dated June 3, 2008 and recorded in the Richland County Register of Deeds Office in Deed Book 1439 at Page 3231.

TMS No.: R09016-07-04

Property Address: 1420 Elmwood Avenue, Columbia, SC 29201

**R09016-07-05**

ALL that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being at the southwestern corner of the intersection of Elmwood Avenue and Bull Street, in the City of Columbia, in the County of Richland, in the State of South Carolina, being shown and delineated on a plat prepared for Stop 'N Save, Inc. by Inman Land Surveying Company, Inc., dated June 17, 2004, to be recorded, said parcel having the metes, measurements, distances and boundaries, as shown thereon, to-wit:

BEGINNING at an iron located on the northernmost corner of the subject property, said iron being located on the northeastern boundary of the right-of-way for Elmwood Avenue and the northwestern boundary of the right-of-way for Bull Street; thence turning and running along the western boundary of the right-of-way for Bull Street S 23 degrees 37 minutes 31 seconds E for a distance of 136.87 feet, as measured along said right-of-way, to an iron rod; thence turning and running along property shown as N/F Marvin M. Bernstein S 66 degrees 20 minutes 11 seconds W for a distance of 110.91 feet to an iron; thence turning and continuing along property shown as N/F Marvin M. Bernstein N 24 degrees 05 minutes 43 seconds W for a distance of 136.62 feet to an iron pipe, said pipe being located on the right-of-way for Elmwood Avenue; thence turning and running along the southern boundary for the right-of-way for Elmwood Avenue N 66 degrees 12 minutes 17 seconds E for a distance of 112.04 feet, as measured along said right-of-way, to an iron, this being the POINT OF BEGINNING.

TMS#: 09016-07-05

This being the same property heretofore conveyed unto the Grantor herein by Deed of William Weston, Jr., dated April 17, 1986 and rccorded April 18, 1986 in the Office of the RMC for Richland County in Deed Book D-788 at page 82.

Grantee's Address:                   5400 Farrow Road  
  Columbia, South Carolina 29203

**R09016-07-06**

TRACT#6

All that certain parcel, or lot of land on the western side of Bull Street, in the City of Columbia, County of Richland, State of South Carolina, commencing at a point on the western side of Bull Street 136.2' south of the southwestern corner of the intersection of Bull and Elmwood; thence along Bull Street S20° 00'E for a distance of 81.0'; thence along a property now or formerly of Jackson S69° 49' W for a distance of 209. 7'; thence along a property now or formerly of Smith and Brownstein N 19° 58' W for a distance of 81 ', more or less; thence N 69° 41' E along Parcel A on a plat below mentioned and property now or formerly of Weston for a distance of 201.6', more or less, to the point of commencement, and being more fully shown as Parcel "B" on a plat prepared by Willian, Wingfield, Registered Surveyor, dated May 6, 1966, for Lane, Taylor, and Wolfe, Realtors. This conveyance is made subject to the liens, easements and restrictions of record and otherwise affecting this property.

This being a portion of the same property conveyed to Brownstein Associates, LLC by deed of Janet Brownstein and Joanne B. Epley, Co-Trustees of the M. M. Brownstein Trust B (GST Exempt) dated June 3, 2008 and recorded in the Richland County Register of Deeds Office in Deed Book 1439 at Page 3234.

TMS No.: R09016-07-06

Property Address: 2019 Bull Street, Columbia, SC 2920

It being understood that such foregoing parcels may be further subdivided or combined or may be enlarged by the closure of adjoining public roadways or public rights-of-way in accordance with applicable law.

**EXHIBIT B (See Section 2.2)**

**DESCRIPTION OF PUBLIC INFRASTRUCTURE**

Public infrastructure improvements include burial of utilities, pedestrian and bicycle improvements, installation of street canopies and lighting, construction of structured parking, and landscaping improvements. Improvement costs are anticipated to be approximately \$16,154,000.

**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 aggregate investment in the Public Infrastructure by the Company.

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 the greater of ten (10) consecutive years or the year in which the Company's aggregate investment in the Public Infrastructure is fully reimbursed, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the later of the 10<sup>th</sup> year or the year in which the cumulative total amount of the Public Infrastructure Credit equals aggregate investment in the Public Infrastructure by the Company ("Credit Term").

**EXHIBIT D (See Section 2.5)**

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

**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:**

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 Huger Flats, LLC, a company formally known to the County as Project Wichita; and other related matters

**Notes:**

First Reading: March 7, 2023

Second Reading: March 21, 2023

Third Reading: July 18, 2023

Public Hearing: July 18, 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 HUGER FLATS, LLC, A COMPANY FORMALLY KNOWN TO THE COUNTY AS PROJECT WICHITA ; 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, Huger Flats, LLC (“Company”) desires to develop a conventional multi-housing development within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$100,000,000;

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 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:      March 7, 2023  
Second Reading:    March 21, 2023  
Public Hearing:      July 18, 2023  
Third Reading:     July 18, 2023

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

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**PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**HUGER FLATS, LLC**

**Effective as of: July 18, 2023**

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## PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of July 18, 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 HUGER FLATS, LLC, a company formally known to the county as Project Wichita, a South Carolina limited liability company (“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 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 develop a Conventional Multi-Family Housing Development in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$100,000,000;

WHEREAS, by an ordinance enacted on July 18, 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 relating to the Project (“Property”) in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at 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 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, each 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 the Public Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.
- (e) The Company covenants that it will offer residential unit rental rates for residential units located at the Project that would be targeted to a population with household incomes between 80% and 120% percent of the Area Median Income for the Columbia Metropolitan Area as determined by the U.S. Department of Housing and Urban Development which are in effect as of the effective date of this Agreement.

**ARTICLE II  
PUBLIC INFRASTRUCTURE CREDITS**



**Section 2.1. Investment Commitment.** The Company shall invest not less than \$100,000,000 in taxable property at the Project (“Investment Commitment”) by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2028 (“Certification Date”), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Date 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 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, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) The Company has committed to invest in the Public Infrastructure as described on Exhibit B. The Company shall certify its actual investment in the Public Infrastructure to the County by the Certification Date, by providing documentation, in form and substance reasonably acceptable to the County, to the County’s Economic Development Department sufficient to reflect the amount invested in the Public Infrastructure. If the Company fails to complete the Public Infrastructure by the Certification Date, then the Company may not be entitled to the full value of the Public Infrastructure Credits as provided by this Agreement. If the Company has completed some but not all of the Public Infrastructure as set forth on the attached Exhibit B, the Company may claim Public Infrastructure Credits against the Company’s Fee Payments in an amount as set forth on Exhibit C. The total Public Infrastructure Credit shall, in any event, not exceed the amount of the eligible investment in the Public Infrastructure, as determined pursuant to Section 2.2(c).

(c) Following the Certification Date, the County’s Economic Development Department shall have 30 days (“Verification Date”) to verify the Company’s investment in the Public Infrastructure. The County has the right to exclude from the investment in 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 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 Date, provide to the Company, by written notice, the County’s determination of the verified amount of investment made by the Company in Public Infrastructure. Failure to provide a written verification by the Verification Date shall be deemed to be a determination by the County that all costs certified by the Company are verified as eligible costs.

**Section 2.3. Public Infrastructure Credits.**

(a) To assist in paying for costs of Public Infrastructure, the County shall provide a Public Infrastructure Credit against certain 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 in Exhibit C.

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

(c) 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 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 Public Infrastructure.

**Section 2.4. Filings.** To assist the County in administering the Public Infrastructure Credits, the Company shall, for the Credit Term, prepare and file with the County such separate schedules or information with respect to the Property as may be necessary to distinguish the Property from any other property of the Company. Additionally, the Company shall, on or before January 31 of each year during the Credit Term, which is anticipated to commence on or before in January 31, 2025, 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 D, as may be amended by subsequent resolution, with respect to the Company.

**Section 2.5 Cumulative Public Infrastructure Credit.** The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested by the Company in Public Infrastructure, as verified, or deemed verified, by the County as of the Verification Date. 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 Fee 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 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 County to the Company 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 the 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 the 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 upon prior reasonable notice of not less than seven (7) business days, 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 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 interest in this Agreement to any Affiliate by providing prior written notice and to any other third party that is not an Affiliate upon prior written consent of the County, which may be given by the adoption of a resolution of County Council, and which consent will not be unreasonably withheld. An "Affiliate" shall mean any entity wholly owned by the Company.

**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 Public Infrastructure and disclaims all liability with respect to the 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:                            Huger Flats, LLC  
Attn: Jeff Koon  
Stratus Property Group  
675 Seminole Ave NE, Suite B1  
Atlanta, GA 30307  
Phone: 404.618.0726

with a copy to                                   Parker Poe Adams & Bernstein LLP  
Attn: Sam C. Moses  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202  
Phone: 803.255.8000  
Fax: 803.255.8017

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 the amount of 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 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:

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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, HUGER FLATS, LLC, has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**HUGER FLATS, LLC**

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

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

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

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

## EXHIBIT A

### LAND DESCRIPTION

All that certain real property located at 1409 Huger street, Columbia, Richland County, South Carolina, containing approximately 5.88 acres, more or less, as shown on that certain plat prepared for South Carolina Electric & Gas Co. by associated E&S, Inc. Dated August 22, 2014, and last revised on March 12, 2015, and recorded in the office of the Register of Deeds for Richland County, South Carolina in plat book 2013, at page 2860, on March 23, 2015 (the "**plat**").

TMS Number: Portion of 09009-13-01; and a portion of TMS Number 08912-13-01.

The Property does not include that portion of TMS Number 09009-13-01 located on the opposite side of Williams Street and also bounded by Lady Street.

**EXHIBIT B (See Section 2.2)**

**DESCRIPTION OF PUBLIC INFRASTRUCTURE**

**PUBLIC INFRASTRUCTURE IMPROVEMENTS (CORE)**

- **ADDITION OF 643-SPACE STRUCTURED PARKING FACILITY AND 42 SURFACE PARKING SPACES TO ACCOMMODATE DOWNTOWN VISITORS (ESTIMATED COST: \$13,400,000)**
- **RELOCATION AND MODERNIZATION OF SEWER MAINS LOCATED ON-SITE (ESTIMATED COST: \$600,000)**
- **RELOCATION AND MODERNIZATION OF STORMWATER MAINS LOCATED ON-SITE (ESTIMATED COST: \$1,100,000)**
- **RELOCATION, MODERNIZATION AND BURYING OF ELECTRIC LINES LOCATED ON-SITE (ESTIMATED COST: \$1,300,000)**
- **ADDITION OF SIDEWALKS ALONG ROADWAYS ADJACENT TO PROJECT (ESTIMATED COST: \$250,000)**
- **COMPLETION OF REQUIRED ENVIRONMENTAL REMEDIATION AND CONTINUED MONITORING ACTIVITIES RELATED TO PRIOR INDUSTRIAL USES OF THE SITE (ESTIMATED COST: \$1,625,000)**
- **ADDITION OF SITE LIGHTING (ESTIMATED COST: \$200,000)**
- **ANY OFF-SITE ROADWAY IMPROVEMENTS (ESTIMATED COST: \$800,000)**
- **ADDITION OF ADDITIONAL STORMWATER DETENTION/WATER QUALITY INFRASTRUCTURE TO IMPROVE WATER QUALITY FOR DRAINAGE BASIN THROUGHOUT DOWNTOWN, LEADING INTO CONGAREE RIVER (ESTIMATED COST: \$550,000)**
- **ADDITION OF PUBLIC “POCKET PARK” AT CORNER OF HUGER ST AND WASHINGTON ST (ESTIMATED COST: \$250,000)**
- **ADDITION OF LANDSCAPING ALONG ROADWAYS ADJACENT TO PROJECT (ESTIMATED COST: \$100,000)**
- **SOFT COSTS ATTRIBUTED TO RIGHT-OF-WAY, PARKING IMPROVEMENTS, UTILITY RELOCATION AND UPGRADE, ENVIRONMENTAL INCLUDING BUT NOT LIMITED TO: SITE WORK, ARCHITECTURAL, CIVIL ENGINEERING, DEVELOPER FEE, CONSTRUCTION MANAGEMENT FEE, INSPECTIONS, AND**

**LEGAL/ADMINISTRATIVE/ACCOUNTING EXPENSES/INTEREST  
(ESTIMATED COST: \$1,825,000)**

**TOTAL CORE PUBLIC INFRASTRUCTURE IMPROVEMENTS: \$22,000,000**

**PUBLIC INFRASTRUCTURE IMPROVEMENTS (ANCILLARY)**

- **INCREASED COST OF CONSTRUCTION TO ADD “STOREFRONT”  
FACADE TO ACTIVATE SITE AND PROMOTE CONNECTIVITY WITH  
OTHER ADJACENT USES (ESTIMATED COST: \$1,000,000)**
- **ADDITIONAL ARCHITECTURAL EXPENSE TO BETTER BLEND INTO THE  
DOWNTOWN LANDSCAPE (ESTIMATED COST: \$2,000,000)**

**TOTAL ANCILLARY PUBLIC INFRASTRUCTURE IMPROVEMENTS COST:  
\$3,000,000**

**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 Public Infrastructure.

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 15 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 15<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 2.5)**

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

**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:**

Proposed Chapter 21 (Dirt Road Paving) Ordinance Amendment: "An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Section 21-20, Road Paving Program; Subsection (i); so as to remove specific language"

**Notes:**

May 23, 2023 – The Transportation Ad Hoc Committee recommended Council to approve the requirement in Chapter 21 that allows 25% of property owners to decline a road paving project.

First Reading: June 6, 2023

Second Reading: June 13, 2023

Third Reading: July 18, 2023 {Tentatively}

Public Hearing: July 11 & 18, 2023

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Michael Maloney	<b>Title:</b>	Interim Director
<b>Department:</b>	Transportation	<b>Division:</b>	
<b>Date Prepared:</b>	May 1, 2023	<b>Meeting Date:</b>	May 23, 2023
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	May 9, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 15, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 9, 2023
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Transportation Ad Hoc		
<b>Subject</b>	Proposed Dirt Road Paving Ordinance Amendment		

**RECOMMENDED/REQUESTED ACTION:**

Transportation Department recommends the Paving Program proactively pursue and complete the paving of Richland County roads by removing the requirement in Chapter 21 that allows 25% of property owners to decline a road paving project.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

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

There is a \$20M balance remaining and additional funds already committed in designs. Chapter 21 allows for the active pursuit of the investment using condemnation as necessary.

*Applicable department/grant key and object codes:* Key code 13320302; object 530100

**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:**

Chapter 21 of County Ordinance and Title 28 Chapter 2, Eminent Domain Procedure Act of the State of South Carolina.

#### MOTION OF ORIGIN:

There is no associated Council motion of origin.

#### STRATEGIC & GENERATIVE DISCUSSION:

Staff reviewed Section 21-20 (attachment 1). The requested change removes the requirement that 25% or more of property owners may stop the paving selection of the road.

The requested amendment to ordinance will shift the priority to the larger number of residents who are requesting their dirt road to be paved rather than to the lower number of residents who have previously resisted the paving work in exchange for the required land. Staff recommends this amendment to be more inclusive and effective in cooperation with the Richland County Strategic Plan.

Staff reviewed Section 21-23 (attachment 2). This section does allow for condemnation and compensation based on the benefit: *"The county will not compensate property owners for rights-of-way on public works projects from which they directly benefit."* This aligns with the Horry County process presented to the Transportation Ad Hoc Committee in March. Properties with larger benefit than the land value are not compensated. Most of the compensations involved properties with little or no benefit. Staff indicates that the current ordinance supports this portion of the process as was presented.

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

Objective 4.3: Create excellent facilities

Objective 4.4: Provide equitable living and housing options

#### ADDITIONAL COMMENTS FOR CONSIDERATION:

The maintenance cost of dirt roads has been comparable but less than that of paved roads. In each case, a higher standard can be provided to County residents; however, the procurement/maintenance of equipment and staff training are two department operational strains.

Staff often measures fiscal implications using current practices. Following a review of maintenance costs, staff compares in-house staffing and equipment for dirt road maintenance to the contract price of resurfacing and other paved road contracts. However, as dirt road volume is reduced and paved roads become even more predominate, the County must increase its in-house staff's ability to work with paved roads. If the County can achieve a stronger dominance in this area, it will shift its training, equipment purchases, and hiring practices to fit the needs associated with paving. This will result in decreased pavement maintenance costs.

Besides the improvement and maintenance costs, there are measurable changes in the results following the paving of the dirt roads:

1. Improved quality of life as described by residents in the recent video on Robert James Road.
2. Improved emergency services response from Fire, EMS, and Sheriff's Dept.
3. Improved public services response from bussing, mail, DPW, and Utilities.
4. Improved property values of the surrounding private property.

5. Improved access for the residents and visitors.
6. Reduced fatigue on people and vehicles and reduced dust.
7. Sustainable drainage systems.

**ATTACHMENTS:**

1. Ordinance Section 21-20 Redline
2. Ordinance Section 21-23

## Attachment 1. 21-20 Ordinance Section Redline

**Sec. 21-20. Road paving program.**

(a) Road construction and paving projects administered by the county and funded from public funds shall be accomplished in accordance with a consistent, systematic program established and administered by the Director of Transportation, in conjunction with and with the support of the Director of Public Works, or his/her designee. Such program shall have the following basic characteristics:

(1) Only county maintained roads with recorded Easement and Right-of-Way Deeds will be paved utilizing public funds,

(2) All county maintained dirt roads are eligible for paving, and

(3) Paving will be accomplished in priority order at a rate permitted by availability of funding.

(b) The county engineer, or his/her designee, will acquire and maintain the following data on all roads proposed for paving:

(1) Name;

(2) County road number;

(3) Map location code;

(4) Beginning and ending points;

(5) Length in miles and hundredths of a mile; and

(6) Council district.

(c) In addition, the following data pertaining to the roads priority for paving will be obtained and recorded for each road:

(1) Number of homes accessed from the road;

(2) Number of businesses accessed from the road;

(3) Number of churches accessed from the road;

(4) Maintenance difficulty factor; and

(5) "Through road" factor.

For the purpose of determining the number of homes, business and churches accessed from a road, only those on parcels with no existing paved road frontage will be counted except when the distance from the paved road to the building exceeds 1,320 feet.

(d) Roads will be prioritized in accordance with the following procedure:

A road's priority for paving will be established by the lowest cost per occupant, church, or business. Lowest cost per occupant (P) is calculated by the formula:

$$P = \frac{\text{Cost}}{H+B+C+T}$$

Where:

H = Number of points accredited for homes.

One point is accredited for each home accessed from the road. This will include mobile homes as well as permanent homes. It should be noted that the number of homes on a road is an indicator of the number of people using it as well as the importance of the road as a possible school bus route.

B = Number of points accredited for businesses.

Two points are accredited for each business accessed from the road. To be eligible for these points, a business must occupy a building separate from any residence and rely on the road for either customer traffic or routine use by company vehicles.

C = Number of points accredited for churches.

Two points are accredited for each church accessed from the road.

T = Through road factor. If the road is a through road, two points are accredited to T. If the road is not a through road, zero points are accredited to T.

L = Length of the road in miles and hundredths.

Cost = Estimated Cost (\$800,000 per mile x L).

(e) A road's paving may be given top priority provided that all costs incurred by the county to pave it are paid by its adjacent property owners. Such costs may be included as an assessment on the tax bill of the property owners, to be paid over no more than a fifteen (15) year period with an interest charge equal to that paid by the county for bonds issued to fund construction. The county council may elect to have the total costs, plus interest, of the improvements allocated between the property owners either by a front footage assessment ratio, or by each lot being assessed an equal share of the costs and interest, Establishment of this assessment shall require approval of eighty percent (80%) of the property owners.

(f) Highways, streets or roads constructed or paved under the county's jurisdiction and maintained by the county shall meet the design and construction standards contained in section 21-6, above.

(g) The Director of Transportation or his/her designee, in conjunction with and with the support of the county engineer, or his/her designee, shall, establish appropriate alternate design and construction standards for low volume rural roads as a means of ensuring maximum cost effectiveness of road paving funds.

(h) Road paving funds will be distributed by county council district based on that district's portion of total county dirt road mileage. Pro rata fund distribution will be calculated as follows:

$$\text{District dirt road paving funds} = \frac{\text{Total dirt road paving funds} \times \text{district dirt road mileage}}{\text{Total dirt road mileage}}$$

Mileage refers to dirt road mileage in the county road maintenance system (i.e. public dirt roads that are routinely maintained by county public works forces). Roads will be selected for paving based on distribution/availability of funds and priority within that council district, as determined by the uniform road rating system contained in this section.

(i) The Alternative Maintenance Paving Program shall consist of two categories, Pave-In-Place and Alternative Surface Treatment, which are defined as follows:

(1) The Pave-In-Place Program shall allow for the placement of hot mix asphalt on low volume/light duty dirt roads that meet the following criteria:

a) The road must be within a publicly dedicated right-of-way of a minimum width of 50 feet. A right-of-way width of no less than 30 feet may be considered if in the judgment of the Director of Public Works a safe roadway with adequate drainage may be constructed.

b) The road base may be reinforced by the use of Portland cement stabilization of the in-place materials or other stabilization products determined by the Director of Public Works to be equal or better.

c) The road to be improved shall not interconnect existing streets or serve developable vacant land that would result in the potential of exceeding 400 vehicles per day. The road shall not serve existing businesses or vacant land zoned for business uses that would generate traffic exceeding 400 vehicles per day or truck traffic exceeding 24 vehicles per day.

d) Roads improved under this section may conform to AASHTO Guidelines for Geometric Design of Very Low-Volume Local Roads (2001) for horizontal and vertical alignment if determined by the Director of Public Works to be appropriate for the local situation.

e) Roadway bases reinforced by the above method shall be overlaid with 1 Vi inches of hot mix asphalt surface course. The paved surface width shall be no less than 22 feet A pavement width of no less than 18 feet may be considered if in the judgment of the Director of Public Works a safe roadway with adequate drainage may be constructed.

(2) Alternative Surface Treatment allows for the placement of materials other than asphalt as the travel surface for road ways. Types of Alternative Surface Treatment may include:

a) Triple Treatment Surface Course;

b) Rubberized Asphalt;

c) Milled Asphalt.

(3) Roads in the Alternative Maintenance Paving Program may be improved by geographical location in lieu of the priority list referenced in the aforementioned section of this ordinance to reduce mobilization cost. The decision shall be at the discretion of the Director of Transportation.

(4) In order to incorporate community input before roads are paved, notice shall be sent by the County Transportation Department, by mail to all abutting property owners whose property would be affected by any such change. A return receipt from the last known address of all property owners will be required. Each such owner shall have thirty (30) days to respond. **H**

~~twenty-five (25%) percent or more of all such property owners decline said road paving, then the subject road shall not be paved.~~

(j) *Design exceptions for dirt road paved surface widths less than eighteen (18) feet.*

Design exceptions for paved surface widths less than the minimum eighteen (18) feet may be considered for dirt roads, as follows:

- (1) The dirt road must be equal to or less than 1,000 feet in total length.
- (2) The road must be classified as low volume by traffic volume per the County Low Volume Design Manual dated November 2013 which equates to traffic volumes less than 400 vehicles per day.
- (3) The road must not be classified as a through road.
- (4) If a dirt road being considered for paving meets the criteria for design exception stated in paragraphs (j) (1), (2), and (3), above, then following steps must be taken before a design exception is approved:
  - (a) The Director of Transportation and the Director of Public Works shall take a scoping visit and conduct a design field review of the road to identify conflicts that may preclude installing a minimum paved surface width of eighteen (18) feet.
  - (b) Staff shall obtain and review crash data for the road by number and types of crashes, including fatal crash rate.
  - (c) A Design Exception Form shall be completed documenting the proposed design exception and the justifications therefore.
  - (d) Then, when he/she deems it appropriate, the Director of Transportation shall make a recommendation for a paved surface width design exception to the Director of Public Works. The Director of Public Works shall make the final determination of whether to approve the paved surface width design exception and shall maintain a record of all approvals and denials.
- (5) Regardless of the above, in no case shall a paved surface width be allowed less than fifteen (15) feet.
- (6) The Director of Transportation shall consider adding traffic calming measures to dirt road paving projects in conjunction with any approved design exception for roads that exceed 500 feet in total length.
- (7) The above design exception shall apply only to paved surface widths of dirt roads in limited circumstances and shall not allow for exceptions to any other design, asphalt, drainage, or construction standards.

(Ord. No. 005-03HR, § I, 1-21-03; Ord. No. 011-09HR, § II, 2-17-09; Ord. No. 043-14HR, § II, 7-29-14; Ord. No. 047-15HR, § I, 10-20-15; Ord. No. 047-15HR, § I, 10-20-15)



Attachment 2. Condemnation/Compensation

Sec. 21-23. Condemnation/ compensation.

(a) In general, the county will not compensate property owners for easements or rights-of-way on public works projects from which they directly benefit. Exceptions may be made, however, when:

(1) Unusual circumstances make payment of a reasonable amount of compensation more economical than resorting to condemnation;

(2) Deadlines for completion of a project preclude the expenditure of time required for condemnation; or

(3) Compensation is awarded through the condemnation process.

(b) Condemnation of easements or rights-of-way on any county public works project shall require the prior approval of the county council. An appraisal of affected property parcels shall accompany a staff recommendation to county council for condemnation of property.

(Ord. No. 005-03HR, § I, 1-21-03)



**Agenda Briefing Addendum**

<b>Prepared by:</b>	Michael Maloney	<b>Title:</b>	Interim Director
<b>Department:</b>	Transportation	<b>Division:</b>	
<b>Date Prepared:</b>	July 6, 2023	<b>Meeting Date:</b>	June 6, 2023
<b>Approved for Consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Committee/Meeting:</b>	Regular Session		
<b>Agenda Item:</b>	Item 20b. Proposed Chapter 21 (Dirt Road Paving) Ordinance Amendment: "An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Section 21-20, Road Paving Program; Subsection (i); so as to remove specific language" [FIRST READING]		

**COUNCIL INQUIRY #1:**

How many dirt road paving projects were impacted by the 25% consent/denial?

*Reply:*

204 dirt roads were impacted; 45 roads were stopped during the initial consent/denial process, but the number increased to include another 159 roads with property owners who did not agree to continue the process during the right-of-way (ROW) acquisition stage. The ROW stage was likely the first contact with those residents who did not previously respond during the initial consent/denial process.

The consent/denial process is decided by 25% or more of impacted residents responding to deny paving. Non-responses are considered a consent based upon the ordinance notification process. The true/real number of denials totaled to 204 roads.

Staff has modified its standard operating procedure to require a meeting with all the residents to discuss the project before proceeding with ROW acquisition.

**COUNCIL INQUIRY#2:**

Will 50% lead to a greater number of roads being paved? If so, how many more projects will occur if the denials are changed from 25% to 50%?

*Reply:*

Based upon the lack of actual responses in either direction, staff is unable to determine how a change of denial from 25% to 51% will impact the number of roads. Using a majority may lead to the inclusion of more projects.

				CONSENT	DENIAL	TOTAL HOMES
Allen Kelly Ct.	2	6	Dropped at Consent/Denial	1	0	5
Anna Sites Rd.	1	8	Dropped at Consent/Denial	1	1	2
Archie Rd	11	16	Dropped at Consent/Denial	0	0	5
Bailey Slice Rd.	1	12	Dropped at Consent/Denial	2	2	4
Brawley Rd	11	5	Dropped at Consent/Denial	0	2	4
Braziel Hill Rd.	2	18	Dropped at Consent/Denial	0	8	9
Buddy Eargle Rd.	1	25	Dropped at Consent/Denial	4	4	9
Carrie Anderson Rd.	7	1	Dropped at Consent/Denial	1	2	5
Crest St.	4	2	Dropped at Consent/Denial	0	0	0
Cyrus Weston Rd	11	4	Dropped at Consent/Denial	0	0	2
Dawning Ln.	7	3	Dropped at Consent/Denial	5	0	13

**COUNCIL INQUIRY#3:**

How many dirt road paving projects had more than 50% opposed to paving? If the majority of the road's residents oppose paving, how will the County address it and what is the process?

*Reply:*

Due to the lack of response from the initial consent/denial phase, staff is unable to determine how many projects had 50% or greater of its residents in opposition.

**COUNCIL INQUIRY#4:**

Based on current consent/denial, how many roads would be impacted by the change in percentage from 25% to 50%?

*Reply:*

Staff is unable to determine how a change of denial from 25% to 51% will impact the number of dirt roads to be paved due to the lack of resident responses during the initial consent/denial phase.

**COUNCIL INQUIRY#5:**

How many projects become viable if the percentage is removed?

*Reply:*

Click or tap here to enter text.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

Paving dirt roads lowers the County's dirt road inventory and reduces the maintenance thereof. Dirt road maintenance varies with the soils and the services needed to correct deficiencies. The greatest difference is in the end product.

In the fine soil areas, there is a great need to provide dust control on dirt roads though this does not imply the roads in the areas of coarse sands are dust free. Currently, the Department of Public Works budgets to provide dust control. Where the County provides the service, the cost of maintaining the roads is over \$11,000 per mile per year. Where the County does not provide dust control, the cost of maintenance is about \$8,200 per mile per year.

Though some wish for their road to remain unpaved, listed below are the quality differences staff propose that paved roads introduce:

1. Improved quality of life as described by residents in the recent video on Robert James Road.
2. Improved emergency services response from Fire, EMS, and Sheriff's Dept.
3. Improved public services response from bussing, mail, solid waste collection, and utilities.
4. Improved property values of the surrounding private property.
5. Improved access for the residents and visitors.
6. Reduced fatigue on people and vehicles and reduced dust.
7. Sustainable drainage systems.

8. The connecting roads become a part of the transportation grid. Issues like fallen trees or during capital maintenance allow these secondary roads to allow residents with temporary transportation routes.

Staff estimates the cost of maintaining a paved road is about \$9,900 per mile per year.

*Dirt Road Maintenance*

Maintenance Item	Price per mile (assume one lane road)
<b>Scraping (annual - scraping 4 times a year)</b>	
<i>Maintenance (Total)</i>	\$8,204.00
<b>Components</b>	<b>Price per Mile (FA)</b>
Scraper (Operation and Maintenance costs)	\$218.00
Scraper (Fuel Costs)	\$40.00
Scraper (Labor)	\$152.00
Crusher Run (14 tons each round)	\$259.00
Dump Truck (Operation and Maintenance costs)	\$575.00
Dump Truck (Fuel Costs)	\$124.80
Dump Truck (Labor)	\$272.00
<b>Dust Control/Stabalization (Contracted)</b>	
<i>Cost for dust suppression on 1 mile of road</i>	\$2,837.12
<b>Annual Dirt Road Maintenance Cost – Present Value</b>	
	<b>Price per mile (FA)</b>
<b>Maintenance</b>	\$8,204.00 to \$11,041.12

Net Present Value of 40 years at 4%

*Paved Road Maintenance*

<b>Road Sealcoat</b>	<b>\$44,001.00</b>
Equipment Charge	\$5,426.79
Labor Charge	\$5,573.46
Material	\$23,383.39
Manhours Total (Total Team Combined)	88
<b>Crack Seal</b>	<b>\$5,544.00</b>
Equipment Charge	\$1,145.76
Labor Charge	\$2,439.36
Material	\$887.04
Manhours Total (Total Team Combined)	44
<b>Patching</b>	<b>\$5,000.00</b>
<b>Recondition</b>	<b>\$148,136.70</b>
Equipment Charge	\$7,186.83
Labor Charge	\$10,560.24
Materials	\$112,935.90
Manhours Total (Total Team Combined)	205
<b>40 year lifespan costs - 1 mile of paved road:</b>	<b>Present Value</b>
Year 1-6	\$0.00
Year 7 (seal coat)	\$44,001.00
Year 15 (seal coat, crack sealant, patches)	\$54,545.00
Year 25 (thin overlay)	\$105,176.00
Year 32 (seal coat)	\$44,001.00
Year 40 (restoration full depth)	\$148,136.70
Preservation cost per year over 15 years:	<b><u>\$6,569.73</u></b>
Maintenance cost per year over 25 years:	<b><u>\$8,148.88</u></b>
Total cost per year over 40 years	<b><u>\$9,896.49</u></b>

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; SECTION 21-20, ROAD PAVING PROGRAM; SUBSECTION (i); SO AS TO REMOVE SPECIFIC LANGUAGE THEREIN.

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

SECTION I. The Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Section 21-20, Road paving program; subsection (i) is hereby amended to read as follows:

- (i) The Alternative Maintenance Paving Program shall consist of two categories, Pave-In-Place and Alternative Surface Treatment, which are defined as follows:
  - (1) The Pave-In-Place Program shall allow for the placement of hot mix asphalt on low volume/light duty dirt roads that meet the following criteria:
    - a) The road must be within a publicly dedicated right-of-way of a minimum width of 50 feet. A right-of-way width of no less than 30 feet may be considered if in the judgment of the Director of Public Works a safe roadway with adequate drainage may be constructed.
    - b) The road base may be reinforced by the use of Portland cement stabilization of the in-place materials or other stabilization products determined by the Director of Public Works to be equal or better.
    - c) The road to be improved shall not interconnect existing streets or serve developable vacant land that would result in the potential of exceeding 400 vehicles per day. The road shall not serve existing businesses or vacant land zoned for business uses that would generate traffic exceeding 400 vehicles per day or truck traffic exceeding 24 vehicles per day.
    - d) Roads improved under this section may conform to AASHTO Guidelines for Geometric Design of Very Low-Volume Local Roads (2001) for horizontal and vertical alignment if determined by the Director of Public Works to be appropriate for the local situation.

- e) Roadway bases reinforced by the above method shall be overlaid with 1½ inches of hot mix asphalt surface course. The paved surface width shall be no less than 22 feet. A pavement width of no less than 18 feet may be considered if in the judgment of the Director of Public Works a safe roadway with adequate drainage may be constructed.
- (2) Alternative Surface Treatment allows for the placement of materials other than asphalt as the travel surface for road ways. Types of Alternative Surface Treatment may include:
    - a) Triple Treatment Surface Course;
    - b) Rubberized Asphalt;
    - c) Milled Asphalt.
  - (3) Roads in the Alternative Maintenance Paving Program may be improved by geographical location in lieu of the priority list referenced in the aforementioned section of this ordinance to reduce mobilization cost. The decision shall be at the discretion of the Director of Transportation.
  - (4) In order to incorporate community input before roads are paved, notice shall be sent by the County Transportation Department, by mail to all abutting property owners whose property would be affected by any such change. ~~A return receipt from the last known address of all property owners will be required. Each such owner shall have thirty (30) days to respond. If twenty-five (25%) percent or more of all such property owners decline said road paving, then the subject road shall not be paved.~~

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 enforced from and after \_\_\_\_\_, 2023.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Overture Walker, Chairperson



ATTEST THIS THE \_\_\_\_ DAY

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

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Anette Kirylo  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

## Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Clayton Properties Group, Inc. d/b/a Mungo Homes (formerly known to the County as Project Foundation) to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

**Notes:**

First Reading: June 13, 2023  
Second Reading: July 11, 2023  
Third Reading: July 18, 2023  
Public Hearing: July 18, 2023

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

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND CLAYTON PROPERTIES GROUP, INC. D/B/A MUNGO HOMES (FORMERLY KNOWN TO THE COUNTY AS PROJECT FOUNDATION) TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County more particularly known as I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, Clayton Properties Group, Inc. d/b/a Mungo Homes, (“Sponsor”), desires to establish its corporate headquarters in the County (“Project”) consisting of taxable investment in real and personal property of approximately \$10,000,000 and the creation of approximately 40 new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (ii) locating the Project in the Park; and (iii) providing Infrastructure Credits and other incentives, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

**Section 1. Statutory Findings.** Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish,

the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

**Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.*** The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee 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 Fee Agreement and to deliver the Fee Agreement to the Sponsor.

**Section 3. *Inclusion within the Park.*** The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

**Section 4. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, 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, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents, and for the Clerk to County Council to attest the same, as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee 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, resolution, or order, 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

First Reading: June 13, 2023  
Second Reading: July 11, 2023  
Public Hearing: July 18, 2023  
Third Reading: July 18, 2023

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

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**FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT**

**BETWEEN**

**CLAYTON PROPERTIES GROUP, INC.  
D/B/A MUNGO HOMES**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF [ ]**

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- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Accountability Resolution
- Exhibit D – Description of Infrastructure Credit
- Exhibit E – Description of Claw Back

**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	<b>Clayton Properties Group, Inc. d/b/a Mungo Homes</b>	
<b>Project Location</b>		
<b>Tax Map No.</b>		
<b>FILOT</b>		
• Phase Exemption Period	30 Years	Pg. 3; §1.1
• Contract Minimum Investment Requirement	\$10,000,000	Pg. 2; §1.1
• Contract Minimum Jobs Requirement	40	Pg. 2; §1.1
• Investment Period	5 Years	Pg. 3; §1.1
• Assessment Ratio	6%	Pg. 6; §4.1(a)(ii)
• Millage Rate	456.5 Mills	Pg. 7; §4.1(a)(iii)
• Fixed or Five-Year Adjustable Millage	Fixed	Pg. 7; §4.1(a)(iii)
• Claw Back Information	Pro Rata	Pg. 9; §6.1; Exhibit E
<b>Multicounty Park</b>	I-77 Corridor Regional Industrial Park	Pg. 3; §1.1
<b>Infrastructure Credit</b>		
• Brief Description	50%	Pg. 9; §5.1; Exhibit D
• Credit Term	10 Years	
• Claw Back Information	Pro Rata	Pg. 9; §6.1; Exhibit E
<b>Other Information</b>	N/A	

## FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of July 18, 2023, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Clayton Properties Group, Inc., d/b/a Mungo Homes, a corporation organized and existing under the laws of the State of Tennessee (“*Sponsor*”).

### WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to establish its corporate headquarters (“*Facility*”) in the County, consisting of taxable investment in real and personal property of approximately \$10,000,000 and the creation of approximately 40 new, full-time jobs;

(d) By an ordinance enacted on July 18, 2023, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

### ARTICLE I DEFINITIONS

**Section 1.1. Terms.** The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the

Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2024.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$10,000,000.

“**Contract Minimum Jobs Requirement**” means not less than 40 new, full-time, jobs created by the Sponsor in the County in connection with the Project.

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2063, the Final Termination Date is expected to be January 15, 2065, which is the due date of the last FILOT Payment with respect to the Final Phase.

“**Improvements**” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“**Infrastructure**” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“**Infrastructure Credit**” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2029.

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“**Multicounty Park**” means the multicounty industrial or business park governed by the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated September 1, 2018, between the County and Fairfield, South Carolina.

“**Net FILOT Payment**” means the FILOT Payment net of the Infrastructure Credit.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means Project Foundation and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1. Representations and Warranties of the County.** The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on June 13, 2023 by adopting an Inducement Resolution, as defined in the Act on June 13, 2023.

(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 Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

**Section 2.2. Representations and Warranties of the Sponsor.** The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a corporate headquarters and for such other purposes that the Act permits as the Sponsor may deem appropriate.

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

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### **ARTICLE III THE PROJECT**

**Section 3.1. *The Project.*** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending 2024. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

**Section 3.2 *Leased Property.*** To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

**Section 3.3. *Filings and Reports.***

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing on January 31, 2024, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV  
FILOT PAYMENTS**

**Section 4.1. *FILOT Payments.***

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 456.5 mills, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2022.



The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

**Section 4.2. FILOT Payments on Replacement Property.** If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

**Section 4.3. Removal of Components of the Project.** Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

**Section 4.4. Damage or Destruction of Economic Development Property.**

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

**Section 4.5. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

**Section 4.6. Calculating FILOT Payments on Diminution in Value.** If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

**Section 4.7. Payment of Ad Valorem Taxes.** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

**Section 4.8. Place of FILOT Payments.** All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V  
ADDITIONAL INCENTIVES**

**Section 5.1. Infrastructure Credits.** To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("**Credit Term**"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI  
CLAW BACK**

**Section 6.1. Claw Back.** If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII  
DEFAULT**

**Section 7.1. Events of Default.** The following are "Events of Default" under this Fee Agreement:

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

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "**Cessation of Operations**" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

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

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor 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 Sponsor is diligently pursuing corrective action;

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

(g) 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 Sponsor 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 7.2. Remedies on Default.**

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

(i) terminate this Fee 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 Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee 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 7.3. 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 Fee 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 7.4. Remedies Not Exclusive.** No remedy described in this Fee 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 Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII  
PARTICULAR RIGHTS AND COVENANTS**

**Section 8.1. Right to Inspect.** The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of 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).

**Section 8.2. Confidentiality.** The County acknowledges that the Sponsor 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 Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee 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 Sponsor 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 Sponsor 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 Sponsor to obtain judicial or other relief from such disclosure requirement.

### **Section 8.3. *Indemnification Covenants.***

(a) Except as provided in paragraph (d) below, the Sponsor 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 Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor 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 Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor 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 Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor 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 Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor 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 Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee 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 Sponsor 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 Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(f) The obligations under this Section 8.3 shall survive termination of this Fee Agreement.

**Section 8.4. *No Liability of County Personnel.*** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee 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 under

this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 8.5. *Limitation of Liability.*** The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

**Section 8.6. *Assignment.*** The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

**Section 8.7. *No Double Payment; Future Changes in Legislation.*** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 8.8. *Administration Expenses.*** The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$3,500. The Sponsor 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 Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor 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.

## ARTICLE IX SPONSOR AFFILIATES

**Section 9.1. *Sponsor Affiliates.*** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

**Section 9.2. Primary Responsibility.** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE X  
MISCELLANEOUS**

**Section 10.1. Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE SPONSOR:**

Clayton Properties Group, Inc., d/b/a Mungo Homes  
Attn: Maureen Mouzakis  
441 Western Lane  
Irmo, South Carolina 29063

**WITH A COPY TO (does not constitute notice):**

Nelson Mullins Riley & Scarborough, LLP  
Attn: Edward G. Kluiters  
1320 Main Street, 17th Floor  
Columbia, South Carolina 29201

**IF TO THE COUNTY:**

Richland County, South Carolina  
Attn: Richland County Economic Development Director  
2020 Hampton Street  
Columbia, South Carolina 29204

**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 29202-1509

**Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

**Section 10.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 10.4. Governing Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

**Section 10.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

**Section 10.6. Amendments.** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

**Section 10.7. Agreement to Sign Other Documents.** From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee 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 Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 10.9. Force Majeure.** The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

**Section 10.10. Termination; Termination by Sponsor.**

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.



(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, including specifically the obligations arising under Section 8.3 of this Fee Agreement, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**Section 10.11. *Entire Agreement.*** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

**Section 10.12. *Waiver.*** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 10.13. *Business Day.*** If any action, payment, or notice is, by the terms of this Fee 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 Fee Agreement, and no interest will accrue in the interim.

**Section 10.14. *Agreement's Construction.*** Each party and its counsel have reviewed this Fee 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 Fee Agreement or any amendments or exhibits to this Fee Agreement.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

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

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

*[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]*

**CLAYTON PROPERTIES GROUP, INC.  
D/B/A MUNGO HOMES**

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

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]*

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

All that certain piece, parcel or tract of land, together with any improvements thereon, if any, situate, lying and being in the Town of Irmo, County of Richland, State of South Carolina, being shown and designated as TRACT A (4.37 AC) and TRACT B (1.15 AC) as shown on that certain plat entitled "Plat Prepared for The Mungo Company Office Complex" by Belter and Associates, Inc., dated 8/31/95, last revised 7/21/22 and recorded 11/22/22 in the ROD Office for Richland County, South Carolina in Book 2797 at page 2186. Said Tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

**EXHIBIT B (see Section 9.1)**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [COMPANY] (“Sponsor”).

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

**2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Representations of the Sponsor Affiliate.**

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

**5. Notice.**

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[\_\_\_\_\_]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**RICHLAND COUNTY, SOUTH CAROLINA**

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

**EXHIBIT C (see Section 3.3)**  
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING**  
**ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**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

**EXHIBIT D (see Section 5.1)**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

The County agrees to provide an Infrastructure Credit for a period of 10 years commencing after the first phase of the Project is placed in service, anticipated to be in \_\_\_\_\_, and shall be comprised of a 50% Infrastructure Credit to be applied against the Company's FILOT payment on the Project for the first year of the term of the Fee Agreement and a 50% Infrastructure Credit for the next 9 years. The total amount of the Infrastructure Credit shall not exceed the total amount of eligible expenditures (as set forth in S.C. Code § 4-29-68(A)(2)) made by the Company.

**EXHIBIT E (see Section 6.1)**  
**DESCRIPTION OF CLAW BACK**

If the Sponsor fails to make the Contract Minimum Investment Requirement or achieve the Contract Minimum Jobs Requirement as of the end of the Investment Period, then the Infrastructure Credits received by the Company are subject to a claw back which is calculated with the formula below. Further, the Infrastructure Credits due to the Company during the years of the Credit Term remaining after the end of the Investment Period, if any, shall be reduced prospectively by the Claw Back Percentage.

$$\text{Repayment Amount} = \text{Total Received} \times \text{Claw Back Percentage}$$

$$\text{Claw Back Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Contract Minimum Investment Requirement} \text{ [may not exceed 100\%]}$$

$$\text{Jobs Achievement Percentage} = \text{Actual New, Full-Time Jobs Created} / \text{Contract Minimum Jobs Requirement} \text{ [may not exceed 100\%]}$$

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

*For example, and by way of example only, if the Company had received \$1,369,500 in Infrastructure Credits, and had invested \$7,500,000 and created 35 jobs by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

$$\text{Jobs Achievement Percentage} = 35/40 = 87.5\%$$

$$\text{Investment Achievement Percentage} = \$7,500,000/\$10,000,000 = 75\%$$

$$\text{Overall Achievement Percentage} = (87.5\% + 75\%)/2 = 81.25\%$$

$$\text{Claw Back Percentage} = 100\% - 81.25\% = 18.75\%$$

$$\text{Repayment Amount} = \$1,369,500 \times 18.75\% = \$256,781.25$$

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

## Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina, and Vista Depot Holding, LLC, among other of its affiliates, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

**Notes:**

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

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

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND VISTA DEPOT HOLDING, LLC, AMONG OTHER OF ITS AFFILIATES, TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County more particularly known as I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”), which Infrastructure may include 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 used to eradicate blight (collectively, “Public Infrastructure”).

WHEREAS, Vista Depot Holding, LLC, a South Carolina limited liability company (“Sponsor”), desires to establish a premier, mixed-use development project to include luxury apartments, a four-star hotel and a three-star hotel in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$135,000,000.00 (the “Investment”), which Investment is expected to include not less than \$25,000,000.00 in Public Infrastructure investment, and the creation of 135 new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, and Vista Depot Res I, LLC, Vista Depot Garage, LLC, and Cola CH Holdings, LLC, among others, as sponsor affiliates, the substantially final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (ii) locating

the Project in the Park; and (iii) providing Infrastructure Credits and other incentives, as described in the Fee Agreement, to assist in paying the costs of the Public Infrastructure.

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

**Section 1. *Statutory Findings.*** Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, the employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

**Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.*** The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee 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 Fee Agreement and to deliver the Fee Agreement to the Sponsor.

**Section 3. *Inclusion within the Park.*** The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on 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 County of the inclusion of the Project in the Park.

**Section 4. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, or the Director of Economic Development, as appropriate, to take whatever further action and for the Chair, the County Administrator, and the Director of Economic Development to negotiate, execute and deliver whatever further documents, and for the Clerk to County Council to attest the same, as may be appropriate to effect this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee 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, resolution, or order, 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: July 11, 2023  
Second Reading: July 18, 2023  
Public Hearing:  
Third Reading:

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



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

**BETWEEN**

**VISTA DEPOT HOLDING, LLC,  
AS SPONSOR,**

**AND**

**VISTA DEPOT RES I, LLC, VISTA DEPOT GARAGE, LLC, AND COLA CH HOLDINGS, LLC,  
AS SPONSORS AFFILIATES,**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF []**

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**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
<b>Sponsor Name</b>	<b>Vista Depot Holding, LLC</b>	
<b>Project Location</b>	<i>[to be updated upon finalizing consolidation transactions]</i>	
<b>Tax Map No.</b>	<i>[to be updated upon finalizing consolidation transactions]</i>	
<b>FILOT</b>		
• Phase Exemption Period	30 years	
• Contract Minimum Investment Requirement	\$135,000,000.00	
• Contract Minimum Jobs Requirement	135 Full Time Jobs (defined below)	
• Investment Period	5 years	
• Assessment Ratio	6%	
• Millage Rate	.5502	
• Fixed or Five-Year Adjustable Millage	Fixed	
<b>Multicounty Park</b>	I-77 Corridor Regional Industrial Park	
<b>Infrastructure Credit</b>		
• Brief Description	50% Special Source Revenue Credit	
• Credit Term	15 years	
• Claw Back Information	<i>Pro-rata; Capped at Public Infrastructure Investment, see <u>Exhibit E</u></i>	
<b>Other Information</b>		

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

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of \_\_\_\_\_, 2023, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Vista Depot Holding, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (“*Sponsor*”) together with Vista Depot Res I, LLC, Vista Depot Garage, LLC, and Cola CH Holdings, LLC, all limited liability companies organized and existing under the laws of the State of South Carolina (collectively, the “*Sponsor Affiliates*” and each a “*Sponsor Affiliate*” and the same together with Sponsor, the “*Sponsor Parties*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”), which Infrastructure may include 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 used to eradicate blight (collectively, “*Public Infrastructure*”);

(c) The Sponsor Parties have committed to establish a commercial enterprise (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$135,000,000.00, which Target Investment is expected to include not less than \$25,000,000.00 in Public Infrastructure;

(d) By an ordinance enacted on \_\_\_\_\_, 2023, County Council authorized the County to enter into this Fee Agreement with the Sponsor Parties to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor Parties to locate its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

**ARTICLE I**  
**DEFINITIONS**

**Section 1.1 Terms.** The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

**“Act Minimum Investment Requirement”** means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

**“Administration Expenses”** means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

**“Code”** means the Code of Laws of South Carolina, 1976, as amended.

**“Commencement Date”** means the last day of the property tax year during which the initial Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be [ ].

**“Contract Minimum Investment Requirement”** means a taxable investment in real and personal property at the Project of not less than \$135,000,000.00.

**“Contract Minimum Jobs Requirement”** means not less than 135 Full Time Jobs created by the Sponsor Parties in the County in connection with the Project.

**“Contract Minimum Public Investment Requirement”** means Public Infrastructure Investment at the Project of not less \$25,000,000.00. For the avoidance of doubt, the entire Public Infrastructure Investment at the Project will be counted towards achievement of this Contract Minimum Public Investment Requirement, and only that portion of such Public Infrastructure Investment comprised of taxable real and personal property shall be counted towards achievement of the Contract Minimum Investment Requirement.

**“County”** means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

**“County Council”** means the Richland County Council, the governing body of the County.

**“Credit Term”** means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in **Exhibit D**.

**“Department”** means the South Carolina Department of Revenue.

**“Diminution in Value”** means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

**“Economic Development Property”** means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of

classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

**“Equipment”** means all of the personal property, machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

**“Event of Default”** means any event of default specified in Section 7.1 of this Fee Agreement.

**“Fee Agreement”** means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement, as may be supplemented or amended.

**“Fee Term”** means the period from the effective date of this Fee Agreement until the Final Termination Date.

**“FILOT Payments”** means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1 of this Fee Agreement.

**“Final Phase”** means the Economic Development Property placed in service during the last year of the Investment Period.

**“Final Termination Date”** means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2057, the Final Termination Date is expected to be December 31, 2057, which is the due date of the last FILOT Payment with respect to the Final Phase.

**“Full Time Job”** means a hired position required to work a minimum of one thousand eight hundred (1,800) hours within a single twelve (12) month period.

**“Improvements”** means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

**“Infrastructure”** means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

**“Infrastructure Credit”** means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act and Section 5.1 of this Fee Agreement, with respect to the Public Infrastructure. Infrastructure Credits are to be used for the payment of Public Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

**“Investment”** means taxable investment in real and personal property at the Project.

**“Investment Period”** means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2028.

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“**Minimum Investment Requirements**” means, collectively, the Contract Minimum Investment Requirement and the Contract Minimum Public Investment Requirement.

“**Multicounty Park**” means the multicounty industrial or business park governed by the Amended and Restated Agreement Governing the I-778 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

“**Net FILOT Payment**” means the FILOT Payment net of the Infrastructure Credit.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Public Infrastructure**” means Infrastructure benefits the public or is dedicated to public use, including 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 used to eradicate blight.

“**Public Infrastructure Investment**” means investment in Public Infrastructure which is comprised of (i) investment in taxable real and personal property and (ii) all other costs incurred in relation to placing such real and personal property into service, *including, without limitation*, financing costs, engineering consulting costs, development costs, architectural consulting design costs, and costs relating to site preparation.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.



“*Sponsor*” means Vista Depot Holding, LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“*Sponsor Affiliate*” means Vista Depot Res I, LLC, Vista Depot Garage, LLC, and Cola CH Holdings, LLC, all limited liability companies organized and existing under the laws of the State of South Carolina and any other entity that participates in the investment or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“*Sponsor Party*” shall have the meaning given in the preamble of this Fee Agreement.

“*State*” means the State of South Carolina.

Any reference to any agreement or document in this ARTICLE I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor or any other Sponsor Party, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor or any Sponsor Party.

## **ARTICLE II** **REPRESENTATIONS AND WARRANTIES**

**Section 2.1**     *Representations and Warranties of the County* The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” on \_\_\_\_\_, 2023 and by adopting an Inducement Resolution, as defined in the Act on even date.

(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 Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

**Section 2.2** *Representations and Warranties of the Sponsor.* The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a mixed-use, premier, commercial facility to include luxury apartments, a four-star hotel, and a three-star hotel, and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The four-star hotel portion of the Project shall adhere to the criteria set-forth in the letter from the Commercial Real Estate Development Enterprises attached hereto at **Schedule 2.2(c)** (the “*Hotel Standard*”).

(d) The Sponsor’s execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(e) The Sponsor will use commercially reasonable efforts to achieve the Minimum Investment Requirements and the Contract Minimum Jobs Requirement.

(f) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(g) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### **ARTICLE III** **THE PROJECT**

**Section 3.1** *The Project.* The Sponsor Parties intend and expect to (i) construct or acquire the Project and (ii) meet the Minimum Investment Requirement within the Investment Period. The Sponsor Parties anticipate that the first Phase of the Project will be placed in service not later than the calendar year ending December 31, 20[23]. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Minimum Investment Requirements are not met, the benefits provided to the Sponsor Parties, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

**Section 3.2** *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute

Economic Development Property, then any property leased by a Sponsor Party, at the election of such Sponsor Party, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

**Section 3.3 *Filings and Reports.***

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 20[24], the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor, Co-Sponsors, and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV**  
**FILOT PAYMENTS**

**Section 4.1 *FILOT Payments.***

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property and Improvements portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 0.5502, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2022.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure

by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7 of this Fee Agreement.

**Section 4.2** *FILOT Payments on Replacement Property.* If the Sponsor or other applicable Sponsor Party elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, such Sponsor Party shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1 of this Fee Agreement, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

**Section 4.3** *Removal of Components of the Project.* Subject to the other terms and provisions of this Fee Agreement, each Sponsor Party is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

**Section 4.4** *Damage or Destruction of Economic Development Property.*

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this paragraph (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to paragraph (a)

above and elects not to restore or replace pursuant to paragraph (b) above, then the damaged portions of the Economic Development Property are deemed Removed Components.

**Section 4.5     *Condemnation.***

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

**Section 4.6     *Calculating FILOT Payments on Diminution in Value.*** If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

**Section 4.7     *Payment of Ad Valorem Taxes.*** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

**Section 4.8     *Place of FILOT Payments.*** All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V**  
**ADDITIONAL INCENTIVES**

**Section 5.1     *Infrastructure Credits.*** To assist in paying for costs of Public Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor Parties on Public Infrastructure.

For each property tax year during the Credit Term, the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit

**D.** Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

## **ARTICLE VI** **CLAW BACK**

**Section 6.1** *Claw Back.* If the Sponsor Parties fail to perform their obligations under this Fee Agreement as described in **Exhibit E**, then the Sponsor Parties shall be subject to the claw backs as described in **Exhibit E**. Any amount that may be due from the Sponsor Parties to the County as calculated in accordance with or described in **Exhibit E** is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor Parties to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and **Exhibit E** survives termination of this Fee Agreement.

## **ARTICLE VII** **DEFAULT**

**Section 7.1** *Events of Default.* The following are “Events of Default” under this Fee Agreement:

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

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility;

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

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under paragraph (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor 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 Sponsor is diligently pursuing corrective action. For the avoidance of doubt, failure by the Sponsor Parties to develop the four-star hotel portion of the Project in accordance with the Hotel Standard shall be a failure by the Sponsor to perform its obligations under this Fee Agreement and an Event of Default under this Section 7.1;

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

(g) 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 Sponsor 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 7.2 Remedies on Default.**

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

- (i) terminate this Fee 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 Sponsor may take any one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee 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 7.3 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 Fee 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 7.4 Remedies Not Exclusive.** No remedy described in this Fee 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 Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII**  
**PARTICULAR RIGHTS AND COVENANTS**

**Section 8.1 Right to Inspect.** The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of 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).

**Section 8.2 Confidentiality.** The County acknowledges that the Sponsor Parties 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 Sponsor Parties. The Sponsor Parties may clearly label any Confidential Information delivered to the County pursuant to this Fee 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 Sponsor 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 Sponsor 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 Sponsor to obtain judicial or other relief from such disclosure requirement.

### **Section 8.3     *Indemnification Covenants.***

(a) Except as provided in paragraph (d) below, the Sponsor Parties 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 Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor Parties 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 Sponsor Parties shall pay the County within 30 days of receipt of the statement. The Sponsor Parties may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any such documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor Parties to resist or defend against any claim on behalf of an Indemnified Party. On such request, Sponsor Parties shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. Each Sponsor Party is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided that no Sponsor Party is entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor Parties are not required to indemnify any Indemnified Party against or reimburse any Indemnified Party 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 Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee 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 Sponsor Parties 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 Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(f) The obligations under this Section 8.3 shall survive termination of this Fee Agreement.

**Section 8.4     *No Liability of County Personnel.*** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee 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 under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based



on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 8.5** *Limitation of Liability.* The County is not liable to the Sponsor Parties for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor Parties under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

**Section 8.6** *Assignment.* Each Sponsor Party may assign its interest in this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably conditioned, withheld, or delayed. Each Sponsor Party agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

**Section 8.7** *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, no Sponsor Party is required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor Parties are not required to make FILOT Payments on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 8.8** *Administration Expenses.* The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$10,000.00. The Sponsor 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 Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor 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.

## **ARTICLE IX** **SPONSOR AFFILIATES**

**Section 9.1** *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as **Exhibit B**, executed by the Sponsor Affiliate to the County. Vista Depot Res I, LLC, Vista Depot Garage, LLC, and Cola CH Holdings, LLC are each designated as a Sponsor Affiliate and have

been approved by the County Council ordinance authorizing the execution and delivery of this Fee Agreement.

**Section 9.2 Primary Responsibility.** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate or other Sponsor Party under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE X**  
**MISCELLANEOUS**

**Section 10.1 Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE SPONSOR OR ANY OTHER SPONSOR PARTY:**

VISTA DEPOT HOLDING, LLC  
Attn: Ben D. Arnold  
700 Gervais Street, Suite 275  
Columbia, SC 29201

**WITH A COPY TO (does not constitute notice):**

Adams and Reese LLP  
Attn: Anthony M. Quattrone  
1221 Main Street, Suite 1200  
Columbia, SC 29201  
[Anthony.Quattrone@arlaw.com](mailto:Anthony.Quattrone@arlaw.com)

**IF TO THE COUNTY:**

RICHLAND COUNTY, SOUTH CAROLINA  
Attn: Richland County Economic Development Director  
2020 Hampton Street  
Columbia, South Carolina 29204

**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 29202-1509  
[rayjones@parkerpoe.com](mailto:rayjones@parkerpoe.com)

**Section 10.2 Provisions of Agreement for Sole Benefit of County and Sponsor.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor Parties.

**Section 10.3 Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 10.4 Governing Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

**Section 10.5 Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

**Section 10.6 Amendments.** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

**Section 10.7 Agreement to Sign Other Documents.** From time to time, and at the expense of the requesting Sponsor Party, to the extent any expense is incurred, the County agrees to execute and deliver to such Sponsor Party such additional instruments as the Sponsor Party may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

**Section 10.8 Interpretation; Invalidity; Change in Laws.**

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee 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 Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor Parties (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor Parties to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 10.9 Force Majeure.** The Sponsor Parties are not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or

national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor Parties' control.

**Section 10.10 Termination; Termination by Sponsor.**

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, including specifically the obligations arising under Section 8.3 of this Fee Agreement, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**Section 10.11 Entire Agreement.** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

**Section 10.12 Waiver.** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 10.13 Business Day.** If any action, payment, or notice is, by the terms of this Fee 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 Fee Agreement, and no interest will accrue in the interim.

**Section 10.14 Agreement's Construction.** Each party and its counsel have reviewed this Fee 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 Fee Agreement or any amendments or exhibits to this Fee Agreement.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

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

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

*[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]*

**SPONSOR:**

**VISTA DEPOT HOLDING, LLC**

---

By: Ben D. Arnold  
Its: Manager

**SPONSOR AFFILIATES:**

**VISTA DEPOT RES I, LLC**  
*(by its sole-Member)*

**VISTA DEPOT HOLDING, LLC**

---

By: Ben D. Arnold  
Its: Manager

**VISTA DEPOT GARAGE, LLC**  
*(by its sole-Member)*

**VISTA DEPOT HOLDING, LLC**

---

By: Ben D. Arnold  
Its: Manager

**COLA CH HOLDINGS, LLC**  
*(by its sole-Member)*

**VISTA DEPOT HOLDING, LLC**

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By: Ben D. Arnold  
Its: Manager

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]*

**Schedule 2.2(c)**

*Hotel Standard Letter*

(attached)



June 23, 2023

Mr. Ben Arnold  
CEO  
Arnold Family Corporation  
700 Gervais Street  
Suite 275  
Columbia, SC 29201

Dear Mr. Arnold:

Per your request this letter is to serve as clarification and definition of the criteria required for a 4 star hotel in the United States. Based on industry standards and standards as defined by the International Society of Hospitality Consultants, (ISHC), the below information serves that specific purpose:

### **The Criteria for a 4-Star Hotel**

The criteria for a 4-star hotel rating usually include factors such as the quality of guest rooms, the level of service provided, and the range of amenities offered. The guest rooms should be spacious, stylishly decorated, and equipped with high-quality furniture and appliances. A comfortable bed with high-quality bedding is also a must.

The hotel should also have a 24-hour reception/concierge desk, as well as daily housekeeping and room service. Other amenities that are commonly found in 4-star hotels include an upscale fitness center, a swimming pool, hot tub, and a restaurant. The hotel should also have a bar or lounge area where guests can relax and socialize. Additionally, a 4-star hotel should have meeting and conference facilities for business travelers.

### **Services and Amenities Offered in a 4-Star Hotel**

Four-star hotels are known for offering a wide range of services and amenities to their guests. These amenities can include:

- **On-Site Restaurant:** The hotel should have at least one restaurant, serving breakfast, lunch, and dinner, and possibly snacks or light meals throughout the day.
- **Room Service:** Guests should be able to order food and drinks to their room at any time of the day or night.
- **Concierge Service:** A concierge should be available to help guests with any reservations or recommendations they may need.





- **24-Hour Reception:** A 4-star hotel should have a 24-hour reception desk, where guests can check-in and check-out at any time.
- **Swimming Pool / Hot Tub:** Many 4-star hotels have an indoor or outdoor swimming pool with Hot Tub proximate.
- **Upscale Fitness Center:** A 4-star hotel should have a 24 hour accessible upscale fitness center offering a variety of cardiovascular equipment and strength training machinery.
- **Meeting and Conference Facilities:** A 4-star hotel should have meeting and conference rooms available for business travelers.
- **Free Wi-Fi:** A 4-star hotel should have free Wi-Fi available throughout the property.

It is worth mentioning that the level of service provided in a 4-star hotel is typically high, and the staff should be friendly, knowledgeable, and professional. Keep in mind that the cost of staying in a 4-star hotel can be higher than other types of accommodations. However, the amenities and services offered make it a worthwhile investment for those seeking a luxurious and comfortable stay.

### **Dual Branded Hyatt Centric and Hyatt House Hotels**

Based on the design development documents provided for our analysis of the new to be built ground up dual branded Hyatt Centric and Hyatt House hotels the combination of the two hotels together offer the following:

- **On-Site Restaurant:** The hotels offer a 3 meal restaurant (Centric), and a complimentary hot breakfast (House). Additionally, there are two markets offering sundry snacks and locally curated food and beverage products available on a 24 hour basis.
- **Bar/Lounge:** The Centric will offer an upscale multi seat lobby bar that is affiliated with the 3 meal restaurant. There will also be an 11<sup>th</sup> floor rooftop bar/lounge/brunch totaling 5,000sf of space serviced by both guest elevators and a VIP elevator. The House will offer a lobby bar as well.
- **Room Service:** There is a room service operation and the intent of ownership and operations is for this to be available to both hotels on a 24 hour basis.
- **Concierge Service:** A concierge will be available at both hotel properties.
- **24-Hour Reception:** Both hotel properties will have 24 hour reception.
- **Swimming Pool / Hot Tub:** The Hotels will offer an upscale swimming pool, hot tub experience. Cabanas and chaise lounges will be provided with food and beverage service available during operating hours.
- **Upscale Fitness Center:** Both hotels will offer a 24 hour accessible upscale fitness center offering a variety of cardiovascular equipment and strength training machinery.
- **Meeting and Conference Facilities:** Over 5,000sf of upscale meeting and prefunction space will provided in a variety of configurations.
- **Free Wi-Fi:** Both hotels will have free Wi-Fi available throughout the property.



Commercial Real Estate Development Enterprises

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## **Hyatt Hotels**

Based on information provided by Hyatt Hotels Development the following is a definition provided for Hyatt Centric Hotels. Hyatt Centric hotels offer an upper upscale, customizable, centrally located property that attract high-value guests that desire the amenities fitting of a 4 star hotel at the center of a prime destination.

Based on the contemplated design and amenities provided by the Dual Branded Hyatt Centric and Hyatt House Columbia, South Carolina, we find they are in compliance with standards as defined by Hyatt for Hyatt Centric.

Sincerely,

A handwritten signature in black ink, appearing to read "Ted J. Torres", written in a cursive style.



Commercial Real Estate Development Enterprises

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**Ted J. Torres, CHA, ISHC** | Managing Director

[ted.torres@credegroupp.com](mailto:ted.torres@credegroupp.com)

**P** (949) 542-4400 | **C** (480) 208-9962 | **F** (949) 582-1339

12034 East Yucca Street | Scottsdale, AZ 85259

[credegroupp.com](http://credegroupp.com)



**EXHIBIT A**  
**PROPERTY DESCRIPTION**

[ TO BE COMPLETED UPON CONSUMATION OF CONSOLIDATION TRANSACTIONS ]

**EXHIBIT B (see Section 9.1)  
FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [COMPANY] (“Sponsor”).

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

**2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Representations of the Sponsor Affiliate.**

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

**5. Notice.**

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[\_\_\_\_\_]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**RICHLAND COUNTY, SOUTH CAROLINA**

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

**EXHIBIT C (see Section 3.3)**

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

**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.

**EXHIBIT D (see Section 5.1)**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

The County shall provide a 50% Infrastructure Credit against the FILOT Payments due and owing from the Sponsor Parties to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Infrastructure Credit shall not exceed the Sponsor Parties' Public Infrastructure Investment.

The Sponsor Parties are eligible to receive the Infrastructure Credit against each of the FILOT Payments due with respect to the Project for a period of 15 consecutive years, beginning with the first such FILOT Payment due with respect to the Project following the Verification Date (as defined below) and ending on the earlier of the 15<sup>th</sup> year or the year in which the cumulative total amount of the Infrastructure Credit equals the Company's investment in the Public Infrastructure ("*Credit Term*").

The Sponsor Parties shall certify its actual investment in the Public Infrastructure to the County, with such date of certification being the "*Certification Date*," which Certificate Date shall in no event be later than the end of the Investment Period, by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County's Economic Development Department sufficient to reflect the Sponsor Parties' investment in the Public Infrastructure, in form and substance reasonably acceptable to the County. If the Sponsor Parties fail to achieve the Contract Minimum Public Investment Requirement by the end of the Investment Period then the Infrastructure Credit shall be reduced as set forth on **Exhibit E**.

Following the Certification Date, the County's Economic Development Department shall have 30 days to verify the Sponsor Parties' investment in the Public Infrastructure. The County has the right to exclude from the investment in 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 Public Infrastructure Investment as ineligible if the County determines, in its sole and reasonable 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 30 days after the Certificate Date (the "*Verification Date*"), provide to the Sponsor Parties, by written notice, the County's determination of the verified amount of Company Public Infrastructure Investment.

**EXHIBIT E (see Section 6.1)**  
**DESCRIPTION OF CLAW BACK AND INFRASTRUCTURE CREDIT ADJUSTMENT**

**Claw Back:**

If the Sponsor Parties fail to collectively achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement by the end of the Investment Period, a claw back shall be paid which is calculated as follows:

$$\text{Repayment Amount} = \text{Total Received} \times \text{Claw Back Percentage}$$

$$\text{Claw Back Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Contract Minimum Investment Requirement} \text{ [may not exceed 100\%]}$$

$$\text{Jobs Achievement Percentage} = \text{Actual New, Full-Time Jobs Created} / \text{Contract Minimum Jobs Requirement} \text{ [may not exceed 100\%]}$$

In calculating the each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

*For example, and by way of example only, if the County granted \$1,000,000.00 in Infrastructure Credits, and \$130,000,000.00 had been invested at the Project and 138 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

$$\text{Investment Achievement Percentage} = \$130,000,000.00 / \$135,000,000.00 = \mathbf{96.3\%}$$

$$\text{Jobs Achievement Percentage} = 138/135 = \mathbf{100\%}$$

$$\text{Overall Achievement Percentage} = (96.3\% + 100\%) / 2 = 98.15\%$$

$$\text{Claw Back Percentage} = 100\% - 99.26\% = \mathbf{1.85\%}$$

$$\text{Repayment Amount} = \$1,000,000.00 \times 0.74\% = \mathbf{\$18,500.00}$$

The Sponsor shall pay any amounts described in or calculated pursuant to this **Exhibit E** within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this **Exhibit E** survives termination of this Fee Agreement.

To the extent there are any years remaining in the Credit Term following the Investment Period, the Infrastructure Credit shall be prospectively reduced by the Claw Back Percentage during the remaining Credit Term (which reduction shall be calculated after the Public Infrastructure Reduction Percentage below, if applicable).

**Public Infrastructure Reduction:**



If the Sponsor Parties fail to achieve the Contract Minimum Public Investment Requirement by the end of the Investment Period then the Infrastructure Credit shall be reduced as follows.

**Reduction Percentage = 100% - Public Infrastructure Achievement Percentage**

**Public Infrastructure Achievement Percentage = Actual Public Infrastructure Investment Achieved / \$25,000,000 [may not exceed 100%]**

**Investment Achievement Percentage = Actual Public Infrastructure Investment Achieved / Contract Minimum Investment Requirement [may not exceed 100%]**

# Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of one or more fee-in-lieu of ad valorem taxes and incentive agreements by and between Richland County, South Carolina and Project Growth to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

**Notes:**

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

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

**AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENTS BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT GROWTH TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina more particularly known as the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, Project Growth, (“Sponsor”), desires to establish, in phases, certain facilities in the County which may be used for manufacturing, warehousing, distribution or commercial activities (collectively, “Project”) consisting of an aggregate taxable investment in real and personal property of not less than \$29,000,000; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into one or more Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the substantially final form of each of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) locating the Project in the Park; and (iii) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

**Section 1. Statutory Findings.** Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

**Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.*** The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the form of the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute each Fee 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 each Fee Agreement and to deliver each Fee Agreement to the Sponsor.

**Section 3. *Inclusion within the Park.*** The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

**Section 4. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, or the Director of Economic Development, as appropriate, to take whatever further action and for the Chair, the County Administrator, and the Director of Economic Development to negotiate, execute and deliver whatever further documents, and for the Clerk to County Council to attest the same, as may be appropriate to effect this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee 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, resolution, or order, 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: July 11, 2023  
Second Reading: July 18, 2023  
Public Hearing:  
Third Reading:

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

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

**BETWEEN**

**PROJECT GROWTH**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF \_\_\_\_\_, 2023**

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**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	<b>TBA</b>	
<b>Project Location</b>		
<b>Tax Map No.</b>		
<b>FILOT</b>		
<ul style="list-style-type: none"> <li>• Phase Exemption Period</li> </ul>		
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**FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT**

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [DATE], between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Project Growth, a limited liability company organized and existing under the laws of the State of South Carolina (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to establish, in phases, certain facilities (collectively “*Facility*”) in the County which may be used for manufacturing, warehousing, distribution or commercial activities, consisting of taxable investment in real and personal property in the aggregate of not less than \$29,000,000, of which \$[18,000,000]/[11,000,000] shall be invested under and subject to the terms of this Agreement

(d) By an ordinance enacted on \_\_\_\_\_, 2023, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

**ARTICLE I  
DEFINITIONS**

**Section 1.1. Terms.** The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments,

Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which the initial Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be \_\_\_\_\_, 20\_\_.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$[18,000,000]/[11,000,000].

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit D.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement, as may be supplemented or amended.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1 of this Fee Agreement.

**“Final Phase”** means the Economic Development Property placed in service during the last year of the Investment Period.

**“Final Termination Date”** means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2058, the Final Termination Date is expected to be January 15, 2059, which is the due date of the last FILOT Payment with respect to the Final Phase.

**“Improvements”** means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

**“Infrastructure”** means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

**“Infrastructure Credit”** means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

**“Investment Period”** means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2028.

**“MCIP Act”** means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

**“Multicounty Park”** means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

**“Net FILOT Payment”** means the FILOT Payment net of the Infrastructure Credit.

**“Phase”** means the Economic Development Property placed in service during a particular year of the Investment Period.

**“Phase Exemption Period”** means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

**“Phase Termination Date”** means, with respect to each Phase, the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

**“Project”** means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means Project Growth and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1. Representations and Warranties of the County.** The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general

public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on \_\_\_\_\_, 2023 by adopting an Inducement Resolution, as defined in the Act on \_\_\_\_\_, 2023.

(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 Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

**Section 2.2. Representations and Warranties of the Sponsor.** The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a facility for use in manufacturing, warehousing, distribution or commercial activities or for such other purposes that the Act permits as the Sponsor may deem appropriate.

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

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### **ARTICLE III THE PROJECT**

**Section 3.1. The Project.** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2023. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment

Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

**Section 3.2 *Leased Property.*** To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

**Section 3.3. *Filings and Reports.***

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2024, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV  
FILOT PAYMENTS**

**Section 4.1. *FILOT Payments.***

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property and Improvements portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period, multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 0.5502, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2022.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure



by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7 of this Fee Agreement.

**Section 4.2. *FILOT Payments on Replacement Property.*** If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1 of this Fee Agreement, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

**Section 4.3. *Removal of Components of the Project.*** Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

**Section 4.4. *Damage or Destruction of Economic Development Property.***

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

**Section 4.5. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

**Section 4.6. Calculating FILOT Payments on Diminution in Value.** If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

**Section 4.7. Payment of Ad Valorem Taxes.** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

**Section 4.8. Place of FILOT Payments.** All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V  
ADDITIONAL INCENTIVES**

**Section 5.1. Infrastructure Credits.** To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("**Credit Term**"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI  
CLAW BACK**

**Section 6.1. Claw Back.** If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII  
DEFAULT**

**Section 7.1. Events of Default.** The following are "Events of Default" under this Fee Agreement:

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

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "**Cessation of Operations**" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

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

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor 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 Sponsor is diligently pursuing corrective action;

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

(g) 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 Sponsor 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 7.2. Remedies on Default.**

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

(i) terminate this Fee 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 Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee 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 7.3. 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 Fee 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 7.4. Remedies Not Exclusive.** No remedy described in this Fee 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 Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII  
PARTICULAR RIGHTS AND COVENANTS**

**Section 8.1. Right to Inspect.** The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of 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).

**Section 8.2. Confidentiality.** The County acknowledges that the Sponsor 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 Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee 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 Sponsor 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 Sponsor 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 Sponsor to obtain judicial or other relief from such disclosure requirement.

### **Section 8.3. Indemnification Covenants.**

(a) Except as provided in paragraph (d) below, the Sponsor 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 Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor 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 Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any such documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor 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 Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse any Indemnified Party 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 Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee 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 Sponsor 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 Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(f) The obligations under this Section 8.3 shall survive termination of this Fee Agreement.

**Section 8.4. No Liability of County Personnel.** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee 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 under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 8.5. *Limitation of Liability.*** The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

**Section 8.6. *Assignment.*** The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

**Section 8.7. *No Double Payment; Future Changes in Legislation.*** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 8.8. *Administration Expenses.*** The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor 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 Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor 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.

## ARTICLE IX SPONSOR AFFILIATES

**Section 9.1. *Sponsor Affiliates.*** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's

joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

**Section 9.2. Primary Responsibility.** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE X  
MISCELLANEOUS**

**Section 10.1. Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE SPONSOR:**

Project Growth  
□

**WITH A COPY TO (does not constitute notice):**

Haynsword Sinkler Boyd, P.A.  
Attn: William R. Johnson  
1201 Main Street, 22<sup>nd</sup> Floor (29201)  
Post Office Box 11889  
Columbia, South Carolina 29211

**IF TO THE COUNTY:**

Richland County, South Carolina  
Attn: Richland County Economic Development Director  
2020 Hampton Street  
Columbia, South Carolina 29204

**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 29202-1509

**Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied

confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

**Section 10.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 10.4. Governing Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

**Section 10.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

**Section 10.6. Amendments.** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

**Section 10.7. Agreement to Sign Other Documents.** From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee 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 Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor [(in addition to the Infrastructure Credit explicitly provided for above)] to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 10.9. Force Majeure.** The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.



**Section 10.10. Termination; Termination by Sponsor.**

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, including specifically the obligations arising under Section 8.3 of this Fee Agreement, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**Section 10.11. Entire Agreement.** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

**Section 10.12. Waiver.** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 10.13. Business Day.** If any action, payment, or notice is, by the terms of this Fee 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 Fee Agreement, and no interest will accrue in the interim.

**Section 10.14. Agreement's Construction.** Each party and its counsel have reviewed this Fee 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 Fee Agreement or any amendments or exhibits to this Fee Agreement.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

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

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

*Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement*

**PROJECT GROWTH**

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

*Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement*

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**TBA**

**EXHIBIT B (see Section 9.1)  
FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [COMPANY] (“Sponsor”).

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

**2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Representations of the Sponsor Affiliate.**

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

**5. Notice.**

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[\_\_\_\_\_]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**RICHLAND COUNTY, SOUTH CAROLINA**

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

**EXHIBIT C (see Section 3.3)**  
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING**  
**ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**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

**EXHIBIT D (see Section 5.1)**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

Beginning with the first property tax year for which FILOT Payments are due under this Agreement, the Sponsor is entitled to claim an Infrastructure Credit against the FILOT Payments on the Project in an amount equal to 35% of such FILOT Payments for ten (10) consecutive years. The Infrastructure Credit will be applied to the FILOT Payments due, resulting in the Net FILOT Payment, as defined in Section 1.1 and Section 5.1 of the Fee Agreement.

**EXHIBIT E (see Section 6.1)**  
**DESCRIPTION OF CLAW BACK**

If the Sponsor fails to achieve the Contract Minimum Investment Requirement by the end of the Investment Period, a claw back shall be paid which is calculated as follows:

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

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

**Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement** *[may not exceed 100%]*

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

*For example, and by way of example only, if the Company had received \$100,000 in Infrastructure Credits, had an Investment Commitment of \$[18,000,000], and had only invested \$13,500,000 by the Certification Date, the Repayment Amount would be calculated as follows:*

*Investment Achievement Percentage = \$13,500,000/\$18,000,000 = 75%*

*Claw Back Percentage = 100% - 75% = 25%*

*Repayment Amount = \$100,000 x 25% = \$25,000*

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

To the extent there are any years remaining in the Credit Term following the Investment Period, the Infrastructure Credit shall be prospectively reduced by the Claw Back Percentage during the remaining Credit Term.

SOUTH CAROLINA

)

)

A RESOLUTION

RICHLAND COUNTY

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**COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND VISTA DEPOT HOLDING, LLC, AMONG OTHER OF ITS AFFILIATES; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”) to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”) with respect to economic development property, as defined in the Act;

WHEREAS, Vista Depot Holding, LLC, a South Carolina limited liability company and its affiliates (collectively, “Sponsor”), desire to invest capital in the County in order to establish a premier, mixed-use development project to include luxury apartments, a four-star hotel, and a three-star hotel in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$135,000,000.00 in taxable real and personal property, which investment is expected to include not less than \$25,000,000.00 in public infrastructure, and the creation of approximately 135 new, full-time jobs; and

WHEREAS, as an inducement to the Sponsor to locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property, as defined in the Act.

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

**Section 1.** This Resolution is an inducement resolution for this Project for purposes of the Act.

**Section 2.** County Council commits to negotiate the Agreement, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property. The further details of the FILOT Payments and the agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

**Section 3.** County Council confirms that the Project was identified and reflected on January 1, 2023, and adopting this Resolution permits expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

**Section 4.** This Resolution is effective after its approval by the County Council.

RESOLVED: July 18, 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

# Richland County Council Request for Action

**Subject:**

ARPA Application Review and Recommendation

**Notes:**

June 27, 2023 – The Coronavirus Ad Hoc Committee recommended Council approve the following recommendations:

- a. Education Assistance – To fund the applicants Richland Library (\$64,00), Lower Richland Alumni Foundation (\$155,931.75), Lynn Brown Inspires: Young CEOs and Leaders of Tomorrow (\$50,000), SC Thrive (\$179,740), Planned South Parenthood South Atlantic (\$100,000), United Way of the Midlands (\$200,000), and the Boys and Girls Clubs of the Midlands (\$182,250) up to the amounts they requested pending any desk reviews.
- b. Food Insecurity – To fund the applicants Palmetto AIDS Life Support Services, Inc. (\$58,256); Senior Resources (\$548,046); Midlands Housing Alliance (\$419,986), Prisma Health-Midlands (\$348,189); and Serve and Connect (\$77,477) up to the amount notated, pending any desk reviews.
- c. Workforce Training – To reduce each applicant’s requested amount in proportion to the allocation requested.



**Richland County ARPA Grant Abstracts**  
Coronavirus Ad Hoc Committee  
Pre-Eligibility Additional Reviews  
April 16, 2023

**Senior Assistance**

**SC Uplift**

SC Uplift Community Outreach is a community development corporation founded in 2008 that nurtures human potential by offering educational, economic, and health programs. Our primary focus is helping people improve their quality of life through safe, secure and affordable housing and employment services. Seniors are one America's most valuable resources, yet they are often the most neglected and underserved. SC Uplift, which has been recognized for its innovation in senior living, understands the needs of the community and will bring its expertise and passion to directly serve Richland County seniors. We will implement the Richland County Senior Home Repair Program to address the growing demand for home and emergency repairs. The Richland County Senior Home Repair Program will focus on providing home repairs and emergency repairs for seniors, 62 years and older, in owner-occupied, low-to-moderate income households (at or below 80% of area median income) who primarily live in Qualified Census Tracts (QCTs) within the zip codes of 29203, 29204, and 29223 and other Qualified Census Tracts of Richland County, as funding allows. Home and emergency repairs that will be covered under the Program include repair or replacement of roofs, HVAC units, water heaters, plumbing, etc. for owner-occupied homes. Repairs and replacements will be limited to \$10,000 per senior household. The \$10,000 will cover the costs of supplies and the labor of licensed, bonded contractors (e.g., roofers, general contractors, HVAC professional, et al.).

**SCACAP-SC Association of Community Action Partnerships**

The Alston Wilkes Society (AWS), which has been providing offender reentry services in Richland County for the past 61 years, is requesting \$320,000 over 2 years to enhance its existing Midlands reentry program with provision of housing supports to a projected (75) former offender households. Securing appropriate housing is a major reentry challenge in Richland County and these funds will increase housing stability through direct financial assistance, leading to permanent housing. Based on reentry best practices, these households will be provided with assistance in identifying appropriate housing options, housing stability case management (e.g., working on a budget, etc.) and direct financial assistance with costs such as housing application fees, security deposits, first month's rent, and utility deposits. In many cases, we project that clients will be in the process of becoming employed and simply not have the resources to even begin to think about paying for such "start-up" expenses. They need a chance to earn one or two paychecks to be able to secure and maintain housing. \$300,000 of the requested funds will be allocated to financial assistance with housing, while \$20,000 will be allocated to a part-time project assistant to provide administrative support. AWS' program is proud to report a nominal 6% recidivism rate among its former offender clients which is very positive in light of the 20% state average reported by SC Department of Corrections. Thus, a grant awarded to AWS is an



investment in the future well-being and safety of our community. AWS is financially stable, has extensive experience in expending/managing federal funding for housing needs, and has the existing capacity to implement this grant. AWS is also recognized as an American Correctional Association and Council on Accreditation (COA) accredited agency, demonstrating that it adheres the most stringent industry standards in relation to all programming and operations.

### Unhoused Persons

#### **Alston Wilkes Society**

The Alston Wilkes Society (AWS), which has been providing offender reentry services in Richland County for the past 61 years, is requesting \$320,000 over 2 years to enhance its existing Midlands reentry program with provision of housing supports to a projected (75) former offender households. Securing appropriate housing is a major reentry challenge in Richland County and these funds will increase housing stability through direct financial assistance, leading to permanent housing. Based on reentry best practices, these households will be provided with assistance in identifying appropriate housing options, housing stability case management (e.g., working on a budget, etc.) and direct financial assistance with costs such as housing application fees, security deposits, first month's rent, and utility deposits. In many cases, we project that clients will be in the process of becoming employed and simply not have the resources to even begin to think about paying for such "start-up" expenses. They need a chance to earn one or two paychecks to be able to secure and maintain housing. \$300,000 of the requested funds will be allocated to financial assistance with housing, while \$20,000 will be allocated to a part-time project assistant to provide administrative support. AWS' program is proud to report a nominal 6% recidivism rate among its former offender clients which is very positive in light of the 20% state average reported by SC Department of Corrections. Thus, a grant awarded to AWS is an investment in the future well-being and safety of our community. AWS is financially stable, has extensive experience in expending/managing federal funding for housing needs, and has the existing capacity to implement this grant. AWS is also recognized as an American Correctional Association and Council on Accreditation (COA) accredited agency, demonstrating that it adheres the most stringent industry standards in relation to all programming and operations.

#### **Eddings Help House**

Eddings Help House is a Service Recovery & Support Program for Veterans, ReEntry Inmates and Homeless Individuals overcome their criminal thinking patterns, mental health and addiction problems while providing them with shelter to help them transition from homelessness to independent living. Preference is also given to those experiencing crises with regards to the Opiate Epidemic and the unhoused population in the State of South Carolina as we are an organization who utilizes Staff with the same lived experiences.





We are a compassionate organization providing a healthy, trusting and supportive environment to promote and develop self-confidence in a peaceful self-reflective atmosphere. Thus, we provide a variety of group and individual services to each Resident.

Eddings Help House has collaborated with numerous external agencies for referrals and placements to include: SCDC ReEntry Program and ReEmerge Programs, PALSS, Transitions, Christ Central Ministries Lexington Retreat, SC Dept. of Veterans Affairs, SC Vocational Rehabilitation, SC Probation, Pardon and Parole, Prisma Health, Statewide Emergency Rooms, Austin Wilkes Society, Goodwill Pathway Homes, Narcotics Anonymous, Alcoholics Anonymous and outreach encounters within the Midlands community and throughout the State of South Carolina. We have gained increased exposure within the community through networking and word of mouth with multiple agencies which gives us the ability to reach more displaced, homeless and disadvantaged individuals.

### **Midlands Housing Alliance/Transitions**

Homelessness is a profound assault on a person's dignity, social inclusion, and self-esteem. On any given night in Richland County, more than 700 individuals find themselves without a nightly residence. Midlands Housing Alliance operates Transitions which offers emergency shelter for 260 individuals every night of the year. Transitions is a campus providing a safe, handicap-accessible environment; 260 beds; meals onsite; a Day Center with hygiene products, showers, restrooms, phone; mail delivery onsite; laundry services; transportation to local agencies; bus tickets for employment and medical appointments; community resource listings and referrals; a courtyard with a community garden; a library with a quiet area; a computer lab with internet access; a clothing closet; a career center; job and financial planning; Homeless Court and legal aid; veterans services; youth services; older adult services; an onsite medical clinic; onsite mental health and substance abuse assistance; housing assistance; outreach in the community; and daily classes for personal development and life skills. The Day Center which is open seven days a week to provide an alternative to the street during the day and to allow homeless individuals an opportunity to obtain services, protection, and a hot lunch. On any given day, over 69 people utilize the Day Center. In FY 2022, 25,089 duplicated individuals used our Day Center, and we served 3139 unique individuals across all programs. Our case managers recognize that homelessness is more than just houselessness. They provide a compassionate approach towards the homeless, whether by taking action to deal with basic needs, or using a 'tough love' to encouraging motivation and independence to help people re-build their lives. This grant will partially fund nineteen employees that are crucial to our operation in addition to shelter operations.

### **MIRCI-Mental Illness Recovery Center, Inc.**

Mirci will address the needs of unhoused adults, youth, and families with children through community-based comprehensive services that reduce barriers to essential services, behavioral healthcare, general healthcare and housing. Services will include outreach, case management, behavioral healthcare, benefits assistance and housing placement. Services will focus on improving health care to reduce



vulnerability to COVID and other poor health conditions. Outreach workers will screen individuals in locations where unhoused people congregate; identify conditions putting them at poor health risk; and distribute items to meet basic needs (food, water, socks, gloves, blankets) and improve hygiene (soap, sanitizer, masks). Clients will be welcomed at Mirci's Outreach Center for health screening, COVID tests, and referrals for physical healthcare and vaccines. The Center offers showers, laundry and light meals. Clients will be screened and treated for mental illness – psychiatry, medication, counseling, and treatment for substance misuse. Benefits specialists will assist clients to apply for SSI, SSDI, SNAP, Medicaid/Medicare, etc. to improve access to healthcare and increase income. Mirci will place people into supportive housing, including its own units. Mirci will expand capacity with the addition of a 10-bedroom home for female youth age 17-22, scheduled to open in spring 2024. The transitional home for females, like Mirci's existing home for male youth, will offer safety, stability, support for mental wellbeing, education, and life skills training. Young unhoused women on the street are especially vulnerable to violence and exploitation. Mirci will track people engaged through outreach; enrolled in behavioral healthcare; assisted with benefits; and entered into housing. Outcomes will include progress on care plans, increases in income, housing stability and reduced emergency and inpatient care (after one-year enrollment). Funds will support nursing, outreach, case management, clinical staff, client assistance, support staff (safety manager, data entry) and staff supervision.

### **Restoration803**

#### **Project Purpose**

The economic impact of the pandemic led to lack of income, housing, evictions, job losses, lack of stability and increased homelessness for the last few years. "Pathways Home" project will work towards prevention of factors affecting those experiencing or at risk for homelessness by providing crisis intervention and case management to sustain stabilization. The project will assist in empowering families and individuals to regain and create the sustainability they once had prior to the pandemic. Through "Pathways Home" supportive services to low-income families and individuals in the Columbia Midlands area can meet their goals of obtaining or maintaining permanent housing.

#### **Objectives**

The project will utilize its existing case management services through Restoration803's full-time licensed social worker and 2 social work student interns from Winthrop University and Anderson University. Restoration803 currently receives referrals through its relationships with local community agencies through its 24-hour crisis hotline referral number. The emergency crisis services allows for social work staff to provide assessment, case management and support services to those experiencing or at risk for homelessness. Data collection through daily client contact logs and Subject Objective Assessment Plans (S.O.A.P) are methods providing services, assessing the needs of the client, coordinating, monitoring, evaluating and advocating for a package of multi-services to meet the specific client complex needs.

"The Pathway Home" project will provide temporary assistance to low-income families and individuals experiencing an emergency need that cannot be met immediately by their own income, and



resources to help stabilize an immediate financial crisis. The project will aid in emergency assistance with preventing homelessness by helping with rent or transitional housing, referral to emergency shelter, hotel accommodations, rental deposits, utility payments, emergency food distribution and the purchase of city bus passes to provide accessibility to local community agencies.

### **The Compass CDC**

Homelessness and housing instability continue to be pervasive in South Carolina, specifically Richland County. The Compass CDC Transitional Housing Program is designed to provide safe living accommodations to women, children, and men who are financially unable to secure housing due to economic hardship or a life crisis. Our Transitional Housing Program currently operates two homes that accommodate up to 12 adults with or without children. Due to financial difficulties exacerbated by the COVID-19 Pandemic, our organization experienced a decrease in donations and volunteerism causing us to forgo major facility repairs to maintain our utilities and more pertinent operational expenses. Unfortunately, the lack of funds led us to close our homes for major repairs temporarily. Funds secured through this grant would enable us to expedite the completion of our major facility repairs for both houses, such as roof repairs, interior repairs, exterior wood repairs, gutter replacement, and lot clearing for a kid's play area, allowing us to resume providing services to our community by the fourth quarter of this year. Getting assistance to repair our facilities would enable us to direct our current donations toward increasing our services to families and preparing for future facility needs.

### **Non-Profit Assistance**

#### **Columbia City Ballet**

Columbia City Ballet has two urgent needs we wish to address through funding from this ARPA grant. While we continue to face multiple challenges related to recovery from the impacts of the COVID-19 pandemic these are the areas of greatest urgency.

We are desperately in need of funding to increase the effectiveness of our recruitment of professional dance artists. Ballet dancers are scarcer, many of them left the field as a matter of necessity during the pandemic, and therefore the demand for professional dancers has become more competitive than ever before. The costs of recruiting and retaining dance artists have increased exponentially. This funding would enable us to adequately expand our recruitment of dancers through targeted marketing, auditions in larger urban centers with greater concentrations of professional dancers, and increased advertising in leading industry publications, things that are outside our reach without additional funding.

Our second significant challenge is the rejuvenation of our in-person productions of our Educational Outreach & Engagement Series. This important program provided arts education to more than 15,000 SC students in the years preceding the pandemic. It is important to note that, unlike the educational outreach programs of other performing arts groups, our programming is created specifically as educational components, and our productions are coordinated to the SC state standards for arts



education. Our losses in participation are complicated by the fact many of our corporate supporters have shifted their community-giving programs to focus more on health and human services as opposed to the arts. This funding would allow us to increase the marketing of our educational outreach programs as well as initiate other strategies to regain our former participation rates.

Funding from this grant would enable us to focus on these two areas of primary importance to the continued health and sustainability of our organization.

## **Workforce Training**

### **Alston Wilkes Society**

The Alston Wilkes Society (AWS), which has been providing reentry services in Richland County for the past 61 years, is requesting \$80,000 over 2 years to provide employment supports for an estimated (180) former offenders who are trying to rebuild their lives. The requested funds would enhance the existing AWS Midlands Community Service Program's reentry efforts by enabling the Community Service Coordinator to supplement employment assistance with direct financial assistance to remove employment barriers – barriers like revoked drivers licenses requiring expensive reinstatement fees, lack of appropriate clothing (e.g. uniforms, slip resistant shoes, work boots, etc.) and inability to afford required tools or public transportation needed to start a job. A small amount of requested funds (6%) would be allocated to program operating costs such as the hours of financial services staff and the VP of Community Service Programs to administer the grant (set up tracking systems, pull data for reporting, submit required reports, preparing for audits, etc.). Research shows that employment is essential for successful reintegration back into the community after prison, which is evidenced by lower recidivism rates among those that are employed. AWS' program is proud to report a 6% recidivism rate among its former offender clients which is very positive compared to the 20% state average (source: SC Department of Corrections). Thus, a grant awarded to AWS is an investment in the future well-being and safety of our community. AWS is projecting that (100+) clients will secure employment with the support of the requested funds. AWS is financially stable, has extensive experience in expending/managing federal funding, and has existing capacity to implement an ARPA grant. AWS is also recognized as an American Correctional Association and Council on Accreditation (COA) accredited agency, demonstrating that it adheres the most stringent of industry standards in relation to all operations.

### **Lower Richland Alumni Foundation**

Because of the fact that some individuals living in the Lower Richland area are having trouble finding, qualifying, and retaining employment that pays a livable wage, this grant seeks to help coordinate employment efforts across various workforce development entities, schools, organizations and communities to provide work-based learning experiences, occupational skills training, and employment placements to increase opportunities for youth, particularly those at risk of not completing



their high school education, to gain the skills needed to be successful in post-secondary education and employment. These efforts will also be cascaded to all other community members seeking employment with a livable wage.

The primary purpose of this grant is to provide employment training opportunities to individuals living within the Lower Richland area. This grant seeks to provide workforce readiness skills, career exploration, career preparation, work-based learning, and career training that will provide the residents with the skills necessary to become college and/or career ready. We will accomplish this by providing our participants with exposure to career possibilities and mentors based on their interest, aptitude, and labor market needs. The purpose of this project is to ensure that all individuals living within the traditionally underserved portions of the Lower Richland area have access to quality livable wage careers.

The primary activities, of which may take place in-person, virtually, or a combination of the two, will include: 1) conducting work/career readiness interest and assessments, to include using innovative virtual/gaming technology platforms to assess the abilities, aptitudes, and career interests of the participants all while promoting learning; 2) providing labor market/employment information about in-demand industry local available occupations to include career awareness/counseling and exploration services; 3) providing paid work experiences, (internships, pre-apprenticeships, and Registered Apprenticeships); and 4) providing small non-monetary incentives to the program participants for recognition and achievement of their identified program goals.

### **Midlands Fatherhood Coalition**

The project purpose is to improve economic mobility, achieved through a wholistic program. Methods include providing information, education, goal setting and individual case management. The objectives are focused on fathers understanding the impact they have on their children's outcomes and their financial and emotional responsibilities. The programmatic focus is on parenting skills, healthy relationships (co-parenting and beyond), mental and physical health, financial literacy/ economic mobility, and job attainment. MFC addresses barriers to fatherhood, including establishing paternity, visitation, and custody rights, expunging records, reinstating driver's licenses, transportation, stable housing, health issues, getting a GED or attaining certifications or job training and job placement. The needs are highly individualized. Dad's set goals, attend peer group sessions and work weekly with Intervention Specialists who ensure that they have resources and support to attain goals. We strive to deliver excellent services and achieve related outcomes.

From an economic mobility and workplace development perspective, our purpose is to provide the information, support and opportunities to experience economic mobility. Through our 6-week Peer Group Session series, participants will work with our evidence-informed curriculum, invite subject matter specialists to present and have participants use a workbook, to evaluate their own situation and set goals. Topics include Understanding Child Support, Credit, Financial Impact on Family- budgeting,



retirement, savings, insurance, banking, loans, etc. Intervention Specialists work with each participant to provide resources and support for goal attainment.

Employment Services include, Kuder Job Assessment, Week Long Job Readiness Boot Camp, where fathers learn the mindset and soft skills necessary to obtain and keep a job. Staff facilitates setting up job interviews. MFC supports fathers who need to continue their education, receive certifications, or need special clothing and even transportation to get to work. All outcomes are recorded in a data base so that we can track monthly progress and success.

### **National Federation of the Blind of SC dba Successful Transitions**

Successful Transitions (ST) strives to fulfill the Workforce Innovation and Opportunities Act (WIOA) by providing Pre-Employment Transition Services to eligible and potentially eligible students ages 13 – 21, but not limited to this age range. Our Transition Specialists train students statewide in Work Readiness. Students learn resumé building, accessing transportation, workplace etiquette/culture, soft skills, and practice mock interviews. Work-based learning opportunities include job shadowing, workplace tours, job/career exploration, and paid internship placements. Our program is customized to meet the individual goals and needs of each student. Successful Transitions partners or collaborates with many reputable resources for optimal work-prep training. Another way we tailor our program for each student's individual needs is by developing adult and peer mentoring opportunities, and group sessions covering a range of career interests.

Pre-ETS Service 2, work-readiness training, is designed for groups of Vocational Rehabilitation (SCVRD or SCCB) eligible or potentially eligible students statewide. Work-readiness training includes curriculum to develop social skills and independent living knowledge, such as interpersonal communication skills, financial literacy, orientation and mobility proficiency, conducting job searches, and basic soft skills. Services can be taught in a classroom setting to a large group or be tailored to an individual's needs in a training program in either a classroom or community setting.

Work- readiness activities are shown below:

- a. Professional Skills: Good written and verbal communication skills with coworkers and consumers, Team building skills, networking ability, observing Health and Safety guidelines, and knowledge of organizational structure;
- b. Interpersonal Skills: Positive attitude, strong Work Ethic, Integrity/dependability, and good Time-Management skills;
- c. Cultivating a positive personal online presence: good cyber security practices and monitoring social media accounts;
- d. Independent Living: Budgeting / Financial Management, good Hygiene, Appropriate dress, Community Access, utilizing Transportation, and Household management.

### **Richland County Library**



According to the Pew Research Center, people with lower incomes rely more on smartphones and are more likely to use them for tasks traditionally reserved for larger screens, such as seeking out and applying for jobs. The digital divide widened during the COVID-19 pandemic when work, school, health appointments, and more moved online, increasing barriers for lower-income households navigating an increasingly digital environment.

To increase computer availability in underserved households and assist jobseekers, Richland Library will create a pilot laptop giveaway program geared toward residents participating in Richland Library's workforce development programs such as career coaching, Career Online High School, and entrepreneurial programs. While program participants must attend at least one workforce development program hosted by Richland Library, once the device is placed in the home, it will provide important online access that can support education, health care services, employment options, and connect households to the digital world. Program participants will complete surveys to give feedback and measure where participants are in their workforce journey after participating in library workforce development programs.

Our goal is to assist 350 citizens financially impacted by COVID seeking employment or higher-paying jobs to recoup lost wages or earn more to combat higher living expenses in today's economic climate. Each device is optimized for accessing the internet, joining virtual meetings, creating documents, and more. Internet service is not included, although all laptops will have the ability to connect to WiFi. Richland Library has hotspots for library card users to check out.

Project goals include:

- Develop solutions relating to gaps in digital infrastructure by providing 350 computers for lower-income households.
- Promote Richland Library career and workforce development programs to underserved households.
- Provide a link to community and Library resources to those who do not have access.

### **USC Technology Incubator**

South Carolina (SC) has >200,000 displaced workers due to COVID-19. K-12 education, workforce development, higher education, and the business community agree SC must connect under/unemployed workers to business sectors with the greatest talent and labor needs.

The USC Columbia Technology Incubator Workforce Development Accelerator acts as a program/case manager to connect under/unemployed Midlands SC citizens with community non-profit and for-profit partners to create, develop, and implement short-term educational programs and certificate courses for SC employers that have workforce needs.

The Accelerator will perform following activities:



- (1) Providing case management and counseling to ensure potential workers meet requirements to enter the workforce.
- (2) Connecting worker to job opportunities
- (3) Pairing the worker with a training/certification programs
- (4) Tracking the worker during the first 60 days of employment

The Accelerator will prioritize minorities and individuals in Midlands distressed communities/Opportunity Zones and will enable economic growth in those regions. This includes focusing on in-demand jobs available in these communities, aligning education and job training opportunities with the community, and meeting the unique needs of individuals who may have challenges related to transportation, childcare or limitations in access to technology associated with living and working in these communities. This program will help displaced workers return to gainful employment; help new workers enter jobs within the in-demand business and industry sectors and occupations; and transition underemployed workers to new fields.

This program was funded in 2022 with \$200,000 from Truist which resulted in 200+ workforce certifications and over 50 jobs. This program is funded with Truist funding at \$250,000 for 2023 and 2024 for a total of \$500,000 and with sole program management from Chad Hardaway, Incubator Director. This funding from Richland County will help expand and deepen the impact of the existing program by adding a program manager and case worker.

### Education Assistance

#### **Boys and Girls Clubs of the Midlands**

The purpose for the Education Assistant Project is to hire Certified Teachers in each our 30 BE GREAT Academy after-school and summer camp programs across Richland County in order to address the lingering learning loss our youth are experiencing due to the COVID shutdown. Those 30 BE GREAT Academy programs all reside in Richland County elementary and middle schools. As we look to recruit the certified teachers to serve the over 1700 youth we serve in Richland County.

The Education Assistant Project will provide an opportunity for Certified Teachers that potentially need additional income to stay after-school (do not leave the school), continue to follow their passion of serving youth, and make the additional income they may need. Hiring Certified Teachers to work in our BE GREAT Academy program will be beneficial on many levels. Starting with the level of training and qualifications Certified Teachers come to us with. We provide ALL of our staff with training but the additional expertise (specifically in the field of youth development) Certified Teachers bring make them great candidates. Our school partners like the opportunity to provide their Certified Teachers with the additional income opportunity and the consistency from the school day through after-school to maintain the school culture. Most importantly for our members, this will provide them with high quality staff that they are familiar with and already have established relationships that can carry over into the after-school hours.





We intend to advertise at each of the 30 Richland County elementary and middle schools to recruit for the Education Assistant positions. We will also advertise throughout the entire school districts that we are serve in as well as doing a social media campaign.

### **Lower Richland Alumni Foundation**

As a result of the COVID-19 pandemic, a large number of our area youth, who were already behind their peers academically in the area, have fallen even further behind. This project will provide a hands-on tutoring approach based on the student's individualized learning needs for math, reading, and English as taken from their individualized assessment testing (School Report Card) data from Richland County School District One and shared with us by the student's guardian. Once the student's deficiencies are identified, an individualized student education plan will be created and used to tutor these individuals in math, reading, English, and language arts, Sylvan Learning Centers style. Additionally, students will also obtain study skills and test taking strategies, as well as assistance with college and WorkKeys placement testing strategies. We will also teach and reinforce Soft Skills as well as ensure that students are proficient in utilizing computers to apply for employment opportunities. Without a doubt, getting students back on track academically because of the learning lost due to the COVID-19 pandemic is not only needed in the area but critical for the area youth to survive.

Funds will be used to increase the existing proposed staffing levels of our newly created educational learning centers which are strategically placed throughout the Lower Richland area of Richland County. Funds from this grant will be used in conjunction with a newly obtained federal grant of which one of the primary objectives is to increase by 5% year-over-year the education attainment opportunities for the area residents and implement multiple new educational opportunities via our partners.

As stated earlier, these educational learning centers will also have a Sylvan Learning Centers approach to helping students with their homework and will provide study skills support and test prep activities to include professional coaching in test taking strategies.

### **Lynn Brown Inspires**

Did not provide an abstract.

### **Planned Parenthood South Atlantic**

During the project period, PPSAT will offer sex education programming to Richland County residents. During the pandemic, PPSAT's virtual sex education filled a gap in health programming for teens and families in Richland County that resulted from COVID-19 as schools moved to prioritize other key components of the school curriculum. Now that schools are back in person, PPSAT will continue to



play a critical role in providing adolescents and young adults with the information they may have missed over the past two years through virtual school.

In the coming year, PPSAT will provide:

- Multi-session education programs. The community health educator has received training on the following multi-session programs: Making Proud Choices, Making Proud Choices Plus, Smart Girls, Get Real, Health Improvement Project for Teens, and INcluded. All these programs have been proven through rigorous evaluation to prevent teen pregnancies, STIs, or sexual risk behaviors.
- Family engagement. The educator engages young people and their parents or caregivers in programs that help families talk more comfortably about issues that can be difficult to discuss. Programs include the evidence-based Parents Matter, family nights, and service opportunities.
- Single-topic community presentations for adolescents and young adults (mostly 13-24). These presentations are meant to provide science-based information on specific topics that complement community partner programming and are customized for the age and demographics of the audience.
- In the grant period (January 1, 2023 - December 31, 2024), the educator will serve:
- 100 adolescents through multi-session programs. Participants will show an average change in knowledge of at least 10%.
- 50 parents through parent-specific education programs. At least 75% of parents will show an increased comfort level in talking to their children about sex and sexuality.
- 100 individuals through single-session community programs. At least 75% of participants will rate the program as Above Average or Excellent.

### **Richland County Public Library**

According to the SC Department of Education, students showed decreased academic growth in 2020 as compared to previous years. To level the academic field in our community, Richland Library will improve learning loss for 300-400 elementary students and expand current Education Studio programming to additional library locations in Richland County.

Richland Library's Education Studio empowers parents and motivates students outside of school by offering free, high-quality, evidence-based books, materials, and learning games that directly relate to students with learning differences, especially dyslexia. Located at Richland Library's Main location, Education Studio programs utilize the Orton-Gillingham (OG) approach, a highly researched evidence-based program that is effective in helping students who struggle with reading increase their decoding and fluency, even when the child has a learning disability, such as dyslexia or ADHD. Locally, similar programs with specialized training and materials can cost up to \$2,000.



Grant funds will be used to expand Education Studio programs to additional library locations, reaching more underserved children in Richland County reading below grade level who have suffered learning loss during the pandemic. Richland Library will:

- Increase staff capacity by hiring contracted experts and interns to assist current staff to expand these programs.
- Provide four, week-long reading camps for 10 students each (40 total). Camp locations will be selected, with priority going to those in qualified census tracts serving low-income households.
- Host 3-5 parent/caregiver classes and one-on-one reading consultations at Richland Library locations provided by the Orton-Gillingham expert.
- Increase accessibility of these programs by training library staff members across our system's 13 branches, particularly those in children's librarian and youth services positions, in the Orton-Gillingham methodology.
- Increase Education Studio curriculum materials across the library system. Each location will receive decodable readers, multi-sensory card decks, and Orton-Gillingham workbooks.

### **Riverbanks Society**

Riverbanks Zoo and Garden is seeking financial support to improve our farm classroom to expand and improve our services offered to K12 audiences, teens, and families with early childhood learners. This learning space has some of the best geographic proximity to exhibits and spaces utilized by our guests however it is not well designed to meet current guest and programmatic needs. ARPA funds will be used to increase the flexibility of the farm classroom with renovations that improve the use of the square footage to reduce storage space, expand the indoor learning space and enhance access to adjacent outdoor learning space. As a result of the renovations, this space will increase the number of educational participants Riverbanks can serve on our campus, improve accessibility for guests utilizing wheelchairs and strollers, and support the use of social distancing and outdoor learning spaces as needed. These renovations are important to our continued and expanded success in engaging learners of all ages in meaningful educational experiences.

### **SC Thrive**

South Carolina has less than two percent of its population trained in Mental Health First Aid. However, 56.2% of South Carolinians aged 12-17 who have depression did not receive any care in the previous year. 37.6% of South Carolina adults reported symptoms of anxiety in February 2021, and 23.3% of that population were unable to access counseling or therapy; mostly due to cost, or not knowing where to go for help. SC Thrive, one of the leading state-wide trainers of Mental Health First Aid (MHFA), is partnering with Richland County to make a demonstrable change in the treatment of transition-aged youth and community awareness of behavioral health resources available to people with limited incomes. SC Thrive will provide Adult and Youth MHFA training to 300 school personnel and



community members located within Richland County School Districts One, Two, and School District Five of Lexington and Richland Counties. MHFA offerings in schools will address increased rates of behavioral health challenges in youth. SC Thrive will provide certified trainers to strategically connect with the targeted populations and assist in scheduling the training. SC Thrive will also collaborate with the SC Department of Mental Health, and participating schools to refer parents to adequate mental health and other community resources such as food, housing, social services, and healthcare benefits to stabilize households within the target population. The Mental Health First Aid (MHFA) course offered by SC Thrive empowers participants to identify signs and symptoms of mental health disorders, the risk of potential suicide, and how to de-escalate and assist during a mental health crisis. At the end of the course, trainees receive a three-year international certification as a Mental Health First Aider accredited by the National Council for Mental Well-being.

### **United Way**

United Way of the Midlands requests \$200,000 for the Midlands Reading Consortium (MRC) program to combat learning loss of kindergarten through third graders due to the COVID-19 Pandemic and to improve student social and emotional resiliency. Additional academic support is critical because of the impacts of the pandemic. According to Annie E Casey's Kids County, 14% of 1st, 2nd, and 3rd graders in South Carolina failed their grade level in 2021-2022. This is compared to 1.4% and .08% in the two years prior which demonstrates the negative impacts of the pandemic. Children also experienced social isolation and mental health challenges during the pandemic which directly impacted learning.

MRC, a direct service program of UWM, started in 2007 to increase the number of children reading at grade level at the start of fourth grade. MRC helps children build reading comprehension, literacy, and vocabulary skills through one-to-one reading sessions, guest reading opportunities, supporting summer reading camps, book donations and family engagement events. Weekly one-to-one reading engagement sessions with trained volunteers are the main component of MRC. In addition to the educational support, MRC builds resilience and mitigates social isolation in the students by connecting with them to trusted adults and increasing their self-confidence.

The program has the following outcomes: (1) Students are promoted to the next grade level; (2) Increased student interest in reading; (3) Improved attitudes towards reading; (4) Increased confidence in reading ability; (5) Strengthened reader/ writer ability; (6) Improved reading strategies; (7) Increase student access to books; (8) Increase parent engagement about reading.

### **Food Insecurity**

### **Midlands Housing Alliance**



On any given night in South Carolina more 2600 individuals are without permanent housing. People experiencing homelessness are more likely to become ill, have greater hospitalization rates, and are more likely to die at a younger age than the general population. The diets of the homeless are frequently characterized as being high in saturated fat and deficient in fiber and certain micronutrients- all of which can have negative implications for physical and mental health.

Similar to other homeless shelters around the country, our meals have to be cost effective due to limited budgets and public support for feeding the homeless. Though many meal sites in the area exist, the food is usually high in fat, low in fiber, and lacks the required daily nutrients as meals need to be dense to keep individuals full longer. Our current meals are purchased from the Salvation Army and supplemented with donations from our food recovery program. The snacks that are provided to clients with medical needs like diabetes are from our local food recovery program and can vary wildly as we never know what will be donated by the businesses and institutions. While most of our clients do receive SNAP benefits, that program does not allow homeless people to purchase hot food or to carry around groceries as they have no cooking facilities. This project will mitigate some of these problems by funding nutritionally rich food for the hot meal program, bag lunch, and snacks for the 330 individuals served daily by Transitions.

In addition, COVID-19 has had serious repercussions on our meal program. Our food cost has more than doubled since the onset of the pandemic. This along with increased sanitation has had a serious impact on our budget and our ability to help the homeless.

### **PALSS-Palmetto AIDS Life Support Services, Inc.**

PALSS proposes to address the food security needs of persons living with or at risk of HIV and AIDS. We will address food availability, food access, food utilization and food stability through support of our on-site emergency food pantry. Funds will be used to purchase food supplies including canned goods; dry goods including flour, meal, grains, cereal, beans, sugar; protein products which include meat and vegan options; fresh and frozen fruits and vegetables; food boxes, two commercial refrigerators and a freezer. PALSS purchases much of our food pantry inventory at a discounted price from Harvest Hope Food Bank.

Data collection will include:

- # of meal (or equivalents) provided
- # of individuals and families served
- # of food boxes dispensed

Outcome 1. Provide access to food and food supplies for persons living with or at risk for HIV and AIDS.

Measure 1. Purchase commercial refrigerators and freezer as documented by receipts.

Measure 2. Increase the amount of fresh and frozen fruit and vegetables available in the food pantry documented by inventory lists.



Measure 3. Increase in the number of meals provided vs. prior two years documented by food distribution logs.

Measure 4. Increase in the number of individuals and families served vs. prior two years documented by food distribution logs.

### **PRISMA Health Midlands**

Purpose: Feeding America shared that the communities most impacted by the pandemic were food insecure before COVID-19 and have experienced increased hardship since COVID-19. In 2020, the Columbia Food Policy Committee completed a study of the 29203 neighborhoods and found that healthy foods were hard to access. The Prisma Health Family Medicine Center-Colonial Drive (PHFMC-CD) is located in the 29203 community, which includes the census 5.00 tract (QCT). In part due to food insecurity, during the pandemic physicians noted that patients struggled to control their health through diet.

Objectives: 1) Use an innovative partnership between PHFMC-CD and ‘Your Dollar Store’ – both serving a census track known to have lower income and health related racial disparities. 2) Improve the wellbeing of patients with health conditions highly impacted by food insecurity. 3) To encourage sustainable access to fresh produce in the census 5.00 tract community. 4) Reduce the burden of transportation by partnering with a convenience store one block away.

Methods: PHFMC-CD will provide \$15 vouchers to purchase fresh fruits and vegetables at ‘Your Dollar Store’. Patients would be identified during their office visit for the program if they fit into anyone of the following categories: Positive findings on their Social Determinants of Health Survey; Uncontrolled hypertension; Uncontrolled diabetes; Obesity; Pediatric wellness visit; and Prenatal visit. Each voucher number would be recorded and compared against those redeemed at ‘Your Dollar Store’. This registry of patients would be followed over the course of the grant to see which patients redeemed vouchers and the impact of being in the program. Grant funding will be used to reimburse ‘Your Dollar Store’ for the redeemed vouchers. Additionally, grant funds will be used to administer the program and provide ‘Your Dollar Store’ with equipment to store the increased volume of produce.

### **Senior Resources**

Senior Resources requests consideration for \$822,069.00 for the Senior Meals Program for July 1, 2023 – December 31, 2024, to meet continued and increased needs for food insecurity and malnutrition for older adults in need within our community. During the pandemic, we saw a 504% increase in food insecurity referrals, which has led to a continued increased need for meals. These funds will be used to serve nutritious meals to homebound and disabled seniors in all communities in Richland County through our Meals on Wheels program, as well as through group dining (congregate) community centers located throughout the county. Funds will be used to meet unmet costs to provide for elevated post-COVID service delivery, including food, program supplies, meal program staffing, vehicle operations for transportation of food (Meals on Wheels) and seniors (congregate), and meal centers’



programmatic operational costs/utilities. Senior Resources previously received \$548,046 in pre-selected ARPA funding for the same service from July 1, 2022 – June 30, 2023. This pre-selected amount, originally requested through general fund appropriations for meals and other senior assistance programming, was designated for ARPA funding for meal programs only by the county council in the FY23 budgeting process. The dollar amount for this additional request continues to the exact dollar amount per month approved by the council in FY23 for an additional 18 months, through the end of the published ARPA funding cycle on December 31, 2024.

### **Serve and Connect**

Serve & Connect offers the ability to meet Richland County residents where they are and address food insecurity via police officers through our Greg's Groceries Program. Serve & Connect is a nonprofit with the mission of fostering positive change through sustainable police and community partnerships and our Greg's Groceries program was launched in 2017. Law enforcement agencies in Richland County that will receive this help will be Richland County Sheriff's Office, Columbia Police Department, and Forest Acres Police Department. At its core, the Greg's Groceries Program provides police officers with food and resources that enable their ability to help people in need, make connections, and bridge available community support. Specifically, we will provide 1,000 Greg's Groceries boxes of shelf-stable food. Each box of food is intended to feed a family of four for a week. Police officers can deliver boxes to individuals and families in need through a variety of ways, including while on a call for service, through community referrals, and as part of strategic community outreach. When officers deliver the box of food, they are meeting an immediate need - hunger - while also identifying other needs the recipient may have. Each box of food includes a list of available local resources and officers are encouraged to connect recipients with other services such as local food banks or other supports that might help them address food insecurity in a sustainable way. Serve & Connect will also launch Greg's Groceries Express to the three identified agencies in Richland County, to provide 875 Express bags of nonperishable food designed for individuals who are unsheltered and may not have access to a stove to cook food. Whereas Greg's Groceries boxes are intended for families experiencing food insecurity, Greg's Groceries Express is designed for individuals who are experiencing homelessness and food insecurity.

### **The Nurturing Center**

The Community Impact Grant submitted by The Nurturing Center will connect low-income families who lack resources to easily accessible transportation to and from the agency and other community services and nutrition to aid in focusing on therapeutic treatment. Since the onset of the COVID-19 pandemic The Nurturing Center has utilized many ways to decrease the negative impact of the pandemic. The agency has remained open, continues to be a consistent resource for our clients and provides treatment to our families and individuals. What we have found is that there is an increasing need due to gaps in care since COVID-19 for nutritional care and transportation related to the populations we serve. The Nurturing Center is requesting \$150,000 for the Community Impact Grant that provides food security and transportation to clients we serve. Funds will also be utilized to assist



in obtaining nutritional care for the families and individuals we serve. This includes breakfast, lunch and snacks five days per week while receiving on-site mental health services. This also includes education and transportation to obtain resources to assist with food insecurity. The Community Impact Grant will fund transportation which includes fuel, maintenance, food, routine and emergency repairs and staff's time transporting clients. By providing transportation and nutritional care as an intervention we can decrease food insecurity and increase access to mental health services, anger management and parenting programs in our community. These funds will be used to directly fund services that are not reimbursed by any other entity. The target population of our program is low socioeconomic status participants with a lack of resources and transportation. We serve all ethnicities and genders. We look forward to being able to put our grant into action.

## Affordable Housing

### Able SC

Able SC seeks to improve the availability of accessible, and affordable housing across Richland County for people with disabilities. People experiencing homelessness often lack access to stable housing and frequently turn to emergency services, transitional shelters, or other environments that may pose a risk to their safety. These environments are often not designed with disability accessibility in mind, and staff often lack specialized training to support people with disabilities.

Able SC proposes 1) enhanced programmatic services for people with disabilities who are experiencing homeless or at threat of becoming homeless; and 2) establishing the first regional homeless task force with a focus on people with disabilities.

Our plan includes:

- Architectural assessments of homeless service facilities to determine physical accessibility.
- Collaboration with legal systems to address violations of the ADA or the Fair Housing Act in public or private housing facilities.
- Disability Culture Awareness Training to be offered for existing area homeless providers for disability culture and awareness and identifying alternative approaches to serve people with disabilities in homeless environments.
- Fair Housing testing by sending individuals with and without noticeable disabilities to rental units to determine if any existing discrimination occurs in public or private spaces.
- Home and Community-Based Services that include minor physical home modifications allowing people to stay in their homes safely. Classes include independent living skills, financial management, home maintenance and care, and other services.
- Resources and referrals for individuals and their families with supports to assist in deterring homelessness. Additional availability for service providers and community professionals who have questions about disability rights.





The project will establish a peer-based advisory task force to identify and advance additional barriers for people with disabilities facing homelessness.

### **Good Samaritan Community Development Corp**

Through the ReCover Initiative project, we seek to repair 100 roofs for residents adversely affected by the economic downturn of COVID-19. Within Richland County's identified Qualified Census Tracts (QCT), low-income homeowners are facing a myriad of negative economic impacts as a result of the COVID-19 pandemic. The Initiative will target low-income homeowners' households with the most vulnerable populations (elderly age 65 - above / children age 5- less). We will ensure that each home is "dried in" resulting in a safer and healthier living environment.

The identified QCT's comprising the target area historically possess key indicators of economic distress which contribute to the long-term decline of the area and form the basis for the ReCover Initiative project activities. The targeted service area is inundated with high levels of substandard housing, low wealth opportunities, and high crime creating a community heavily concentrated and trapped in poverty. Residents within these QCT's are predominately people of color, female, and disproportionally represent the service industries impacted the most by COVID-related job loss. These socioeconomic factors mean homeowners are unable to secure the additional funding needed to make repairs imperative to a safe and healthy home.

The 2018 City of Columbia Consolidated Housing Plan shows over 35% of the building structures in the area need major repair, and the City of Columbia Building Inspection Office estimates that over 50% of the available housing units are substandard. The target area also has a high population density residing in substandard housing of almost 9,000 persons per square mile. These factors combine to reduce the quality of life for area residents. The ReCover Initiative will provide safer homes, remove blight, and revitalize the community to foster healthier residents. The program has the potential to impact thousands of lives and help in creating healthy, sustainable communities.

### **Greenville Housing Fund**

Greenville Housing Fund (GHF) requests \$980,000 in ARPA funds from Richland County to leverage its \$15+ million investment to preserve, protect, and strengthen Gable Oaks, a 200-unit affordable apartment home community located at 901 Colleton Street. GHF is a successful, experienced nonprofit affordable housing developer, lender and equity investor, and affordable housing policy advocate.

Gable Oaks, built in 1971, currently receives rental assistance for every unit, enabling it to serve renter-households ranging from under 30% of area median income (AMI) up to 60% AMI. This extensive rental assistance feature, available to income-qualified residents in each unit, is unique and unusual in Richland County.



A period of ineffective management and a proliferation of crime led to elevated vacancy rates and an undesirable brand identity for the property. GHF believes that stabilizing and protecting Gable Oaks is an extremely important project. If the property is not stabilized, the valuable rental assistance is at risk of evaporating as contracts and agreements expire, at which point the entire complex is likely to be sold and converted to market-rate apartments, forever removing it as a source of affordable housing for Richland County residents.

GHF has committed to purchase Gable Oaks with the goals of maintaining the precious rental assistance, making critically-needed renovations, instituting skillful and effective property management, increasing security measures, and bringing new wraparound support services to the property to assist residents as they recover economically and otherwise from the Covid pandemic. These measures, supported by the critical funding in this ARPA request, will ensure that Gable Oaks remains a community affordable housing asset for the long term.

### **NAACP Columbia SC Branch**

The Columbia Branch NAACP Housing Navigator program aims to break the cycle of housing instability by assisting families facing eviction and homelessness to access the financial, legal, and social services necessary to meet their individual housing needs. The Navigator Program volunteers provide renters and their families with holistic support and guidance. Through this project, we plan to serve approximately 1000 families in Richland County by focusing on the following areas:

1. **Administrative Support and Navigator Stipends:** We will use funds to bolster the program's administrative capacity and hire staff to complete tasks such as conducting intake calls, assisting clients with identifying vital resources, and establishing court-based Navigators who will aid clients on the day of their eviction hearing. We will also use funds to purchase supplies and support and general operations for the program, as well as compensate our volunteers for the expenses they incur while assisting clients.
2. **Research and Strategic Advocacy:** The Navigator Program's Policy and Advocacy is an extension of the Housing Navigator Program comprised of former and current Navigators. Funding would enable the working group to research and investigate local housing issues in order to help local officials develop policies and programs that will help people access affordable housing.
3. **Emergency Community Funding:** Emergency funds will be used to provide financial assistance to clients facing imminent eviction of homelessness and cannot access other funding.
4. **Education and Outreach:** To redress the lack of community knowledge about the eviction process and available resources, we will use funding to bolster community education through flyers, Know-Your-Rights events, listening sessions, community gatherings, and community trainings in partnership with other providers.

Our key projected outcomes include:



1. Reducing eviction rates through coordinated access to legal and financial resources and preventive measures;
2. Creating long lasting rental assistance infrastructure in Richland County.

### **The Cooperative Ministry**

Re-housing Richland is a collaboration between The Cooperative Ministry and the Richland Library Social Work Department to serve county residents who have experienced pandemic-related housing instability. The project features comprehensive case management to help 50 displaced households secure and sustain permanent housing. In addition, the project will assist in preventing involuntary displacements for 50 households that are at risk due to rent or utility arrears.

With a strong reputation for resource navigation and holistic services, Richland Library's social workers bring an array of housing, career, and job placement services and benefits assistance, as well as emergency services (rent, utilities, phones, and vital documents), to the Re-Housing Richland project. Through meaningful case management, the Social Work Department also links residents to complementary services such as The Cooperative Ministry's financial health and empowerment activities for helping households achieve and sustain economic self-sufficiency.

In addition to receiving client referrals from the Social Work Department, The Cooperative Ministry (TCM) will serve as the fiduciary agent for Re-Housing Richland. TCM will have full responsibility for managing the project's finances, including timely and accurate processing of payments to landlords, utility companies, and other providers on behalf of the individuals and families served by Re-Housing Richland.

Project activities will be tracked in Charity Tracker, allowing the Richland Library Social Work Department to monitor and report all grant metrics. Success will be measured by meeting participation goals; getting participants re-housed; spending all grant funds within the grant period; and case management and client follow-up surveys to track program efficiency and outcomes.

### **The Mighty ChariotWheel Stewardship and Learning Center**

Through the Richland County Government American Rescue Plan (ARPA) Grant opportunity, The Mighty ChariotWheel Stewardship and Learning Center will implement a program designed to combat the negative effects of Coronavirus 2019 (COVID-19) by advancing work that mitigates and prevents the virus in a manner consistent with recommendations and guidance from the Centers for Disease Control and Prevention, by providing and increasing affected populations' access to assistance for food and housing needs, internet access and digital literacy, social services and public benefits, childcare costs for capacity enhancing endeavors, services that address the impacts of lost instructional time, career and skills-building programs, and guidance for those seeking entrepreneurship. Intended beneficiaries of this program are low-income, especially marginalized, families living in Richland County that have been disproportionately affected by the pandemic.



This project is vital because research shows that low-income families will be primed to overcome the pandemic only through assistance for food, housing, utility bills, job attainment, career advancement guidance, COVID-19 myths dissipation, and academic support for their children. Nationwide, COVID-19 has disproportionately negatively impacted low-income Black populations and predominantly Black communities. Likewise, those groups living within Richland County have parallel experiences. Further, Black people, low-income workers, women, and disabled populations disproportionately lost their jobs during the pandemic and experienced higher rates of negative health outcomes and death.

The outcomes forecasted for systematically disenfranchised communities are not novel to the COVID-19 pandemic or the resulting economic downturn. However, COVID-19 vastly exacerbated them. To begin remediating these circumstances, our primary activities will include a multi-tiered, culturally competent tactical plan that will offer: COVID-19 awareness on prevention, testing, and vaccination, job skills training, career and entrepreneurship workshops, housing cost support, outsource counseling, food assistance, K-12 educational resources, social services linkage, financial stability classes, trauma-informed programming, and rent, utilities, and vital resources funds.

### Youth and Recreation Services

#### **Able SC**

Able SC is working to establish the Equip Core program. This new initiative seeks to address the increased mental health and social isolation issues since the COVID-19 pandemic, particularly among young adults with disabilities. The project aims to establish an inclusive and accessible program that encourages the development of social, emotional, and independent living skills by bringing youth together in welcoming spaces throughout the community.

Equip Core will accomplish this goal by offering a variety of new and existing programming designed to bring young people together around a mission to connect them with their communities and support each other in building the skills they need to reach their goals in the future.

#### **Key Factors of Success:**

- This project will be open to all youth, with and without disabilities, 13-28 years old, in the Richland County community.
- The project will provide new and expanded opportunities for connecting Richland County youth with integrated and accessible recreational opportunities.
- The programming will take place at various locations throughout the community.
- Provide activities focused on improving self-esteem, self-advocacy skills, quality of life, engagement and satisfaction with services and supports, and overall health for youth with disabilities.



- The project will use an evidence-based peer-to-peer model to provide services and prioritize referrals to appropriate community support and assistance.
- The project will recruit participants through various methods, including social media, newsletters, and partner connections.
- Funds will be used to develop and implement a program to support youth adults with disabilities in being full and active participants in community life's recreational and peer-connected aspects.

Equip Core at its foundation is a transformative program designed to foster the development of social, emotional, and independent living skills through inclusive, community-based experiences for the youth of Richland County.

### **Midlands Mediation Center**

The Community Violence Reduction project empowers local communities to reduce violence and increase civic engagement with data-informed strategies. The project aims to prevent and respond to community violence through mediation, restorative justice practices, conflict coaching, conflict management training and community dialogues. MMC will lead the project in capacity-building efforts (listening sessions), funding community intervention personnel, providing training and professional development for community residents, and hiring and training personnel to administer the programs. Midlands Mediation Center methods incorporate the Cure the Violence model for the interruption, The CDC's model for Preventing Youth Violence and Community Violence, and The NAFCM/JAMS model for Listening Sessions for sustainable change.

MMC will analyze violence clusters and transmission dynamics and use community representatives (leaders and residents) to interrupt transmission and change community norms around the use of violence.

Participants receive extensive education and coaching in evidence-based methods of mediation, persuasion, behavior change, and norm change — all of which are essential for limiting the spread of outbreaks of violence. The project participants will present as peers to their community in training and listening sessions.

The strategies taught and modeled through training and dialogues include:

- promoting family environments that support healthy development,
- strengthening youth's conflict engagement skills,
- creating protective community environments, and
- intervening to lessen harm and prevent future risks.

The Listening Sessions will evaluate through focus groups individual actions to thought, project, or product coupled with restorative practices allowing individuals to focus more on the harm caused through structures, practices, or policies.



Provide additional context regarding salaries and rental spaces.

Project Lead \$38,250 / \$45 per hour \* 850 hours

Trainers & Facilitators \$21,800

- program listening sessions \$1000 @ 5 = \$5,000
- training session @ 12 = \$4000
- Strategic planning session \$1,800
- Community Townhall Meetings \$500.00 @ 20= \$10,000;

Contractors / Services and Community: \$33,420

- Training Designer \$5,000
- Data Analyst: (proximately \$150.00 per hour, approximately 50 hours \$7,550)
- Research Assistant: \$45 per hour for approximately 52 hours (\$2,340)

Space (Rental / Community Centers) \$15,250

- Rental space for townhalls and community listening sessions - \$6,500
- Local community center training sites - \$2,400
- MMC Office space (administrative) - \$6,360

## Serve and Connect

Serve & Connect will work to address hot spots of community and youth violence in Richland County. While gun violence is an urgent priority county-wide, there are growing concerns with the rise in violence in the Northeast areas in Richland County to include the Dentsville and Woodfield communities. Serve & Connect is a nonprofit with the mission of fostering positive change through sustainable police and community partnerships. We will provide a community-based approach to violence reduction in the Dentsville area that focuses on strengthening connections among residents, social services (non-profits, faith-based organizations, education, etc.) and police with the goal of enhancing trust and increasing access to available resources to a community in need. To achieve this, we will utilize our evidence-based COMPASS Program to build a community-based network where police and citizens work together to address drivers of crime to foster positive community change. This will take place across two phases: Phase I: Exploration & Trust-building and Phase II: Community Mobilization and Mapping Needs to Assets where we seek to understand the drivers of challenges and crime factors facing a community. We work to build relationships with those who live and serve in this community and seek to connect them with one another around a shared goal of community improvement. Specific activities we complete will be to: (1)conduct a comprehensive needs and assessment, (2)launch a partnership network to build relationships between police and service providers, (3)engage in strategic community outreach, (4)work with partners to develop branding and shared language and vision, (5)develop and implementation and sustainability plan, (6)launch collaborative discussions within the community, and (7)launch a neighborhood council of engaged residents to ensure a community voice and leadership in efforts to address crime. The goal is to develop a locally-owned and locally-driven movement that lasts for years to come.



## **The Big Red Barn Retreat**

The objective of the ARPA funded grant is to support unique and experiential training, Warrior PATHH, designed for the veteran community culture. The training serves to create an environment for safe communication, teaches nontraditional therapeutic techniques to address maladaptive coping behaviors, and how to position traumatic events and COVID-19 psychological distress as catalysts for positive change. The mission of The Big Red Barn Retreat (BRBR) is to provide heroes with transformative programs, training, and services so they become the best version of themselves.

Participants who complete the BRBR Warrior PATHH flagship training report a reduction in PTSD symptoms as soon as the seventh day. The term posttraumatic growth encompasses breakthroughs from struggle to strength. In order to harness the power of their extensive military training and psychological distress, veterans and active duty service members must be trained to repurpose their abilities.

By encouraging open and honest dialogue about struggles, posttraumatic growth in the home and in the workplace can be achieved by fostering interpersonal connections. The participants learn emotional regulation techniques to mitigate the stressors of COVID-19 as it worsens mental wellness for veterans struggling with PTSD issues.

The team of Warrior PATHH guides are a unique blend of veterans and first responders who have previously attended Warrior PATHH training. All have had experiences with struggle and have achieved posttraumatic growth through practices and principles taught within the training. Participants who have completed Warrior PATHH report a reduction in symptoms, an increase in personal strength, improvement in all relationships, and a positive spiritual/existential change. Multiple evaluations are in place to chart progress.

## **PRISMA Health Midlands**

Prisma Health and four Midlands school districts partner for telehealth programs in order to offer students a way to receive clinical and educational support for their health needs. Clinical and education programs are available in schools across Richland County School District One, Lexington County School District 1, and Lexington County School District 4. The expansion of these services is critical to the health and well-being of our students. Telehealth Clinical Program Students with health needs are connected to a Prisma Health provider for non-emergency needs and have prescriptions sent to the pharmacy of choice following the visit. This service does not replace existing primary care. Parent/guardians are contacted before any telehealth visit occurs with participating students.

Prisma Health and school districts will continue to work through COVID-19 protocols for school-based health services. Students are required to complete COVID-19 testing to be treated for minor ailments such as runny nose, sore throat, and other cold/flu symptoms.



Training will be provided to all school nurses in using the Tyto Care clinic equipment and platforms at the beginning of the school year, along with individual-requested trainings. Telehealth consent forms will be provided to each student and their family, including both new consents and returning student enrollment letters. With this process, telehealth enrollment will increase each school year. Equipment is updated and upgraded to ensure nurses are more comfortable with Tyto devices than during the initial school year with the new equipment. The TytoCare process involves nursing support from Prisma Health Upstate providers. This model uses an iPad and clinical peripherals, along with a MiFi hotspot to connect to Prisma Health nurses. There are three providers available to assist school nurses with telehealth visits. Providers interact with school nurses to coordinate care and providers follow-up with parents for prescription needs and primary care referrals.

## AWARDED CATEGORIES

### Broadband Services

#### CIU-Columbia International University - **Awarded**

Columbia International University is committed to the holistic improvement of families residing in the fourth district of Richland County, SC. The Monticello Road Corridor has been identified as part of South Carolina's broadband desert. Within 15 miles, there are over 15 desert zones. Students in the fourth district of Richland County, SC have faced with tremendous challenges due to the lack of internet connectivity. Therefore, remote learning has negatively impacted the learning experience of students within the fourth district. Accordingly, 4,100 students within 10 miles of Columbia International University have faced struggles related to Math, English-Language Arts and Science. Failure to meet the qualifying standards in these subjects have created a tremendous need for additional support and resources.

Additionally, adults seeking job placement face struggles applying for jobs with livable wages. This problem presents an economic dilemma for individuals seeking employment. Essentially, broadband connectivity lies at the intersection of providing good jobs and quality education in the fourth district of Richland County, SC.

Therefore, Columbia International University (CIU) proposes the Broadband Expansion for the Fourth District of Richland project to provide internet access that will help accommodate the disruption of qualitative education and job placement by COVID-19. This project has the following objectives: 1) provide access to educational resources, and 2) assist citizens with finding jobs paying livable wages. This project will accomplish the following:

1. Make broadband and internet connection available to community members of the fourth district of Richland County,
2. Increase the connectivity and speed of internet access to CIU students,





3. Provide educational resources for citizens and students to provide access to employment opportunities and enhanced educational experiences,
4. Enhance the experience of community members of the fourth district of Richland County using CIU facilities and internet-based devices.

### **Greater Columbia Community Development Corporation**

In the grant proposal we shared a budget line item for \$600k for Broadband and Installation. We propose to provide “FREE” Broadband services to the Residents in our community, consisting of 91 Families, and our leasing office over a 12-year period.

For the Bulk Service, Spectrum shall bill a monthly fee in advance for the Bulk Service (“Bulk Billing Fee”) based on the following calculation.

- Bulk Billing Fee = \$ 45.50 per unit rate x 92 units at the Premises\*
- Total Monthly Bulk Billing Fee = \$ 4,186.00
- Total Annual Bulk Billing Fee = \$50,232.00
- \*Total number of units at the Premises whether occupied or not: 91 units + Leasing Office

The installation and service provided by Spectrum includes the following:

- Two (2) set top boxes (“STB”) per unit at no charge
- One (1) modem provided per residential unit as part of the Bulk Internet access service at no cost to Resident
- One (1) wireless router is being provided per residential unit as part of the Bulk Internet access service at no cost to Resident
- All above-ground and underground cables, fiber, internal wiring including cable home wiring and home run wiring (“Internal Wiring”), conduit, customer premises equipment (“CPE”), electronics and/or any other equipment or facilities necessary to provide the Services
- The Equipment extends from the external boundary lines of the Premises up to and including the outlets in each unit
- Spectrum will install, maintain, and/or operate the Equipment.
- Spectrum will activate the Services on the Premises no later than sixty (60) days after the delivery of a Certificate of Occupancy for the entire Premises
- Services shall mean all lawful communications services that Spectrum may provide including, all multi-channel video and audio programming services, Internet access services including Wi-Fi Services, and/or voice services

### **Richland County Public Library - Awarded**

HomeSpot is an existing hotspot loan program for households that do not have access to the internet. Per the FCC, over 10,300 county residents do not have broadband access. The lack of internet and



broadband infrastructure creates a digital divide, often excluding lower-income and rural residents from telework, online learning, and telehealth. Over 16% of Richland County's 415,759 residents live in poverty and are disproportionately burdened by the education, health, and economic realities our state is facing.

Grant funds will allow Richland Library to extend the loan of at least 250 hotspots through December 2024, providing internet services to underserved households that do not have access or households where infrastructure is not in place to purchase internet.

Hotspots will be loaned to residents with library cards. Loan periods are four weeks each, with an opportunity to renew if there is no waiting list. Hotspots come packaged with chargers, directions, and troubleshooting information to assist customers with connecting their devices. Customers who participate in HomeSpot will be surveyed to gather demographic and hotspot use data.

Using a smartphone, tablet, or computer, households will be able to connect to their schools for virtual learning, have the wi-fi needed to apply for unemployment and SNAP food benefits, apply for jobs, reach out to community groups and organizations for resources, and stay connected in a social distancing world.

This project reduces the digital divide in Richland County by providing:

- More digital access in residences without broadband service
- More internet use for education, work, and general use among those lacking digital access
- A link to community and Library resources for those who do not have access.
- More digital access in lower income and rural residences

### **Richland County Recreation Commission**

Richland County Recreation Commission serves a population of over 415,000 citizens in Richland County. There are several cities/towns within the county and in these areas, they have large rural communities. The ARPA Grant funds will be used for purchasing IT infrastructure, fiber optics, up-to-date hardware and software that will allow the agency to provide these rural communities with access to high-speed internet and up-to-date technology, which are described below:

#### **Internet infrastructure**

Being able to have high speed internet access available for the community in our centers will allow the patrons to have access to those internet resources. This will provide opportunities to look for jobs or have a virtual job interview. This will also allow for after-school activities for young people and for technology education for our senior patrons.

#### **Computers and Laptops**

The purchase of computers and laptops will allow students to use these for after school programs, college applications and other classroom learning opportunities. It will be used for our rural



communities as an opportunity to better interact with the various county or city government entities, such as utilities, schools, auditor and treasurer departments and the like.

#### Wiring Infrastructure installations

Fiber optics installation will have to be done for all the buildings to be connected to the internet. The company (not yet contracted) will run wiring to establish a stable and reliable connection for the community to use while in the labs, as well as around the baseball fields for live streaming. The current connections that exist are unreliable and very unstable, thus leaving our constituents open for an array of cyberattacks, via malware and the like. With this installation completed, these communities will have something that has never existed. This fiber optic internet connectivity will also lay the foundation for people in the rural areas to develop small internet-based businesses.

#### Software

These funds will be used to purchase a plethora of software programs to be uploaded on the computers that will allow the users to create reports, résumés, fill out forms as well as other items for the purpose of uplifting the technological structure for the community.

Our mission is dedicated to enriching lives and connecting communities through diverse recreational opportunities. This will give us the opportunity to fulfill the needs of the communities.

### Non-Profit Assistance

#### Epworth Children's Home - **Awarded**

Epworth Children's Home is a unique institution in terms of its security needs. Children and older youth live on its two campuses 24 hours a day, 7 days a week, along with staff who provide their care. Both Epworth's Millwood Avenue location and its Trenholm Road campus are in busy parts of Columbia where there is potential entry onto the campuses from uninvited outsiders.

During the Covid pandemic, it was clear that Epworth's security necessitated a considerable update. These needs continue today. Many of Epworth's residents come from families in which abuse, violence, and family dysfunction have been a constant issue during their young lives. These young people are placed at Epworth to enjoy a stable, nurturing place to live.

Often due to the dysfunctional households from which these children come, there is a problem with family members who come illegally onto the Epworth campus and try to locate their children. This situation not only provides instability and fear for the children involved, but also for other residents. The issue with parents trying to enter the campuses increased throughout the Covid pandemic and continues today.

Another concern is that Epworth's open campus allows unauthorized entry from individuals in the community. Because of the vital need for increased security, Epworth seeks funding to provide



security cameras and monitoring equipment in residences where its children live. This equipment would offer a huge layer of surveillance and subsequent protection. Epworth is also seeking funding to provide salaries for two security guards, one for each campus, to monitor activity and provide safety. The pandemic changed the security scenario for Epworth and we are seeking funding from Richland County's ARPA program to purchase security equipment and to hire two security guards for the campuses to keep our residents and staff safe from intruders.

### **Midlands Mediation Center - Awarded**

The Community Violence Reduction project empowers local communities to reduce violence and increase civic engagement with data-informed strategies. The project aims to prevent and respond to community violence through mediation, restorative justice practices, conflict coaching, conflict management training and community dialogues. MMC will lead the project in capacity-building efforts (listening sessions), funding community intervention personnel, providing training and professional development for community residents, and hiring and training personnel to administer the programs. Midlands Mediation Center methods incorporate the Cure the Violence model for the interruption, The CDC's model for Preventing Youth Violence and Community Violence, and The NAFCM/JAMS model for Listening Sessions for sustainable change.

MMC will analyze violence clusters and transmission dynamics and use community representatives (leaders and residents) to interrupt transmission and change community norms around the use of violence. Participants receive extensive education and coaching in evidence-based methods of mediation, persuasion, behavior change, and norm change — all of which are essential for limiting the spread of outbreaks of violence. The project participants will present as peers to their community in training and listening sessions.

The strategies taught and modeled through training and dialogues include:

- promoting family environments that support healthy development,
- strengthening youth's conflict engagement skills,
- creating protective community environments, and
- intervening to lessen harm and prevent future risks.

The Listening Sessions will evaluate through focus groups individual actions to thought, project, or product coupled with restorative practices allowing individuals to focus more on the harm caused through structures, practices, or policies.

Provide additional context regarding salaries and rental spaces.

Project Lead \$38,250 / \$45 per hour \* 850 hours

Trainers & Facilitators \$21,800

- program listening sessions \$1000 @ 5 = \$5,000
- training session @ 12 = \$4000



- Strategic planning session \$1,800
  - Community Townhall Meetings \$500.00 @ 20= \$10,000;
- Contractors / Services and Community: \$33,420
- Training Designer \$5,000
  - Data Analyst: (proximately \$150.00 per hour, approximately 50 hours \$7,550)
  - Research Assistant: \$45 per hour for approximately 52 hours (\$2,340)
- Space (Rental / Community Centers) \$15,250
- Rental space for townhalls and community listening sessions - \$6,500
  - Local community center training sites - \$2,400
  - MMC Office space (administrative) - \$6,360

### **The Cooperative Ministry - Awarded**

The requested premium pay will help to acknowledge and compensate staff's continued commitment to serving our community. Our services have been deemed essential, and we have remained open throughout the pandemic to help Richland County residents remain safely and stably housed. Local and federal government agencies, faith congregations, and private charities have relied on us to administer nearly \$600,000 in housing and food assistance. The public-facing nature of our services has placed our staff at increased risk; 17 of our 18 staff members have experienced 1 or more confirmed cases of COVID.

Our focus population remains at high risk for negative outcomes as pandemic recovery benefits—e.g., stimulus payments, child tax credits, enhanced SNAP (food stamps), and Medicaid coverage—expire. We expect that requests for assistance will increase as household incomes decline. Premium pay will help to retain well experienced and deeply compassionate staff to infuse our community's most vulnerable households with resources and hope to thrive.

Specific objectives:

- 1) Prevent unscheduled closures or other service limitations due to lack of staff.
- 2) Limit staff attrition due to pandemic-related job stressors to 5% or less.
- 3) Sustain current productivity as measured by total number of persons served and percentage of persons served who meet their participation goals.

Success will be measured by the impact of premium pay on staff retention, attendance, productivity, and morale. Our Finance Department will provide bi-monthly payroll summaries of hours worked and wages/salaries earned. The summaries will also report time off by category— i.e., sick, vacation, holiday, personal, other. Staff morale will be assessed semi-annually using a 10-question survey. Descriptive statistics will be used to report the number and demographics of persons served, counts and categories of services provided, funds expended by service category, and comparisons of pre- and post-pandemic service data.



## **REQUEST OF ACTION**

**Subject:** FY24 - District 5 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$9,400** 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
Main Street Latin Festival	\$ 1,500
CMD C Ag + Art Tour	\$ 2,900
701 Center for Contemporary Art	\$ 5,000
<b>Total Allocation</b>	<b>\$ 9,400</b>
<b>Remaining FY2023 Balance</b>	<b>\$120,650</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 6 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$10,000** for District 6.

### **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 6 H-Tax discretionary account breakdown and its potential impact is listed below:



Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$408,675
The Therapy Place	\$ 10,000
<b>Total Allocation</b>	<b>\$ 10,000</b>
<b>Remaining FY2023 Balance</b>	<b>\$481,100</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.