

RICHLAND COUNTY

REGULAR SESSION

AGENDA



TUESDAY NOVEMBER 15, 2022

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2021-2022



Deirek Pugh
District 2



Bill Malinowski
District 1



Overture Walker
District 8
Chair



Gretchen Barron
District 7



Yvonne McBride
District 3



Paul Livingston
District 4



Allison Terracio
District 5



Joe Walker, III
District 6



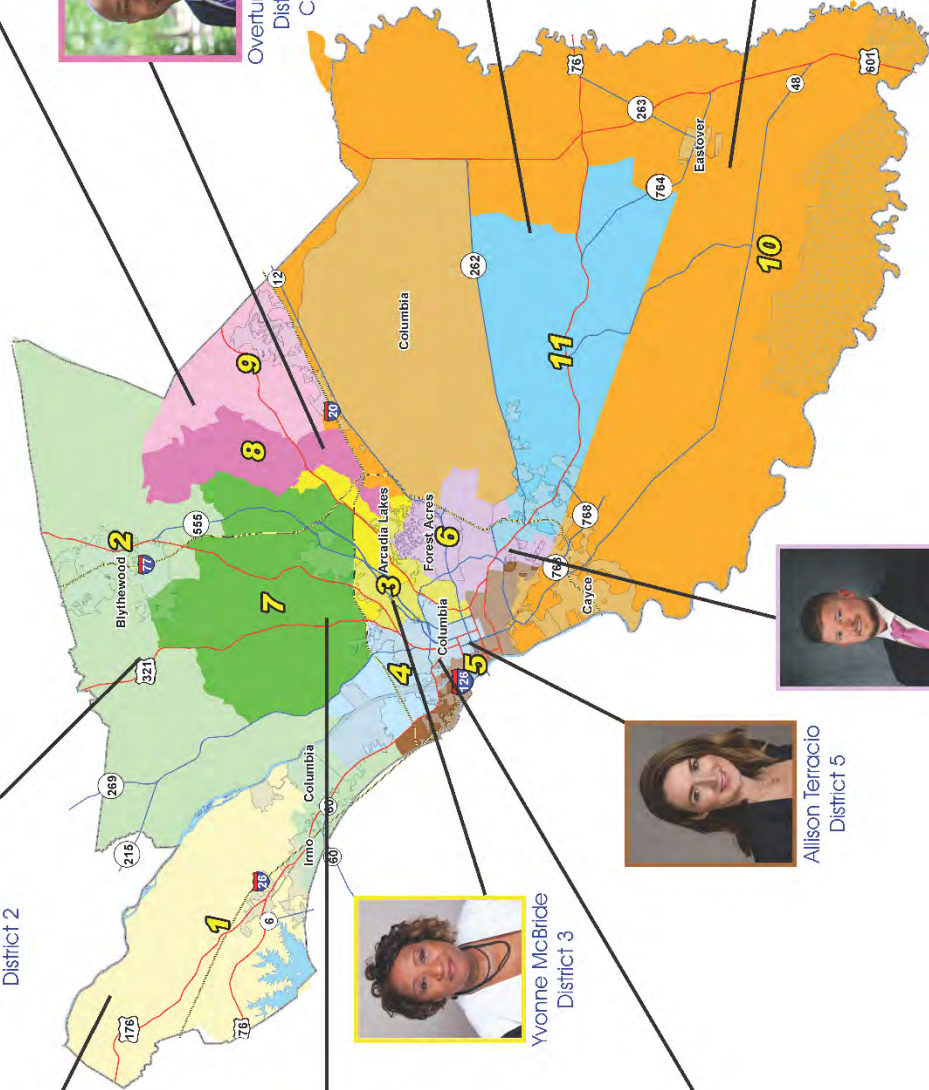
Chakisse Newton
District 11



Cheryl English
District 10



Jessica Mackey
District 9
Vice Chair





**Richland County
Regular Session**

AGENDA

November 15, 2022 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER** The Honorable Overture Walker,
Chair Richland County Council
 - a. ROLL CALL
2. **INVOCATION** The Honorable Cheryl English
3. **PLEDGE OF ALLEGIANCE** The Honorable Cheryl English
4. **PRESENTATION OF PROCLAMATIONS**
 - a. A Proclamation Recognizing the Omicron Phi Chapter of Omega Psi Phi on their 96th Anniversary The Honorable Derrek Pugh
5. **APPROVAL OF MINUTES** The Honorable Overture Walker
 - a. Regular Session: November 1, 2022 [PAGES 8-17]
6. **ADOPTION OF AGENDA** The Honorable Overture Walker
7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** Patrick Wright,
County Attorney

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

 - a. Personnel Matter: Employee Evaluation Report
 - b. Contractual Matter: Project Golden Eagle
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: [PAGES 18-56]
 - 1. State Lobbyist
 - 2. Diversity Officer
 - 3. American Rescue Plan Act Grant Funding Requests
 - 4. Allen University Property Request – 1741 Cushman Drive, Columbia, SC, 29203
 - 5. County Partnership with Gateway to the Army Association Centennial Park Project
- b. Administrator’s Nomination:
 - 1. Fire Suppression Services – Intergovernmental Agreement Extension [PAGES 57-78]
 - 2. Request for Letter of Support – State Purchase – McEntire Joint National Guard Base [PAGES 79-85]

11. REPORT OF THE CLERK OF COUNCIL

Anette Kirylo,
Clerk of Council

12. REPORT OF THE CHAIR

The Honorable Overture Walker

13. APPROVAL OF CONSENT ITEMS

The Honorable Overture Walker

- a. 22-023MA
Gerald A. Lee
RS-MD to RM-MD (3.12 Acres)
W/S Archie Drive
TMS # R17116-01-01 [THIRD READING]
[PAGES 86-87]
- b. 22-016MA
John Stephenson
M-1 to RS-LD (138.5 Acres)
B/S Longwood Road
TMS # R18900-02-01 [THIRD READING]
[PAGES 88-89]
- c. 22-029MA
Douglas Putlock
NC to RS-MD (3 Acres)
1012 Bickly Road
TMS # R02415-02-01 [THIRD READING]
[PAGES 90-91]

- d. 22-032MA
Ervin Capers
HI to RU (4.86 Acres)
203 & 217 Gatehill Road & E/S McCords Ferry Rd.
TMS # R38800-02-09, R38900-03-06 and R38900-03-07
[THIRD READING] [PAGES 92-93]

14. 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 Project Wellness to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [PAGES 94-127]

15. REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

The Honorable Derrek Pugh

- a. An Ordinance establishing the offense of using, discharging, shooting, or igniting fireworks or similar explosives within Richland County between certain hours, to provide exceptions, and to provide a penalty for each violation [FIRST READING] [PAGES 128-129]

16. REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

The Honorable Bill Malinowski

- a. Department of Public Works - Solid Waste & Recycling - Articulated Dump Truck [PAGES 130-145]

17. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Academy; identifying the project; and other matters related thereto [PAGES 146-147]
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Academy to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] [PAGES 148-182]
- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public

infrastructure credits to a company identified for the time being as Project Green Arrow; and other related matters [FIRST READING] [PAGES 183-206]

- d. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Golden Eagle; identifying the project; and other matters related thereto [PAGES 207-208]
- e. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Golden Eagle to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING BY TITLE ONLY] [PAGE 209]
- f. 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; authorizing the execution and delivery of an infrastructure credit agreement by and among Richland County, South Carolina and Project Cheers to provide for certain infrastructure credits; and other related matters [FIRST READING] [PAGES 210-232]

18. 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.

19. MOTION PERIOD

The Honorable Bill Malinowski

- a. Direct the Administrator to work with Legal to create an ordinance that restricts Airbnb rentals to properties in the General Commercial (GC) zoning categories only. Penalties for violations should be included.

20. 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
REGULAR SESSION
MINUTES
November 1, 2022 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Overture Walker, Chair; Jesica Mackey, Vice-Chair; Bill Malinowski, Derrek Pugh, Yvonne McBride, Allison Terracio, Joe Walker, Gretchen Barron, Overture Walker, Cheryl English and Chakisse Newton

OTHERS PRESENT: Michelle Onley, Jennifer Wladischkin, Kyle Holsclaw, Judy Carter, Michael Byrd, Angela Weathersby, Justin Landy, Dale Welch, Michael Maloney, Dante Roberts, Aric Jensen, Patrick Wright, Leonardo Brown, Anette Kirylo, Sandra Haynes, Tamar Black, Susan O’Cain, Jeff Ruble, Dwight Hanna, Shirani Fuller, Ashiya Myers, Michael Zaprzalka, Abhijit Deshpande, Crayman Harvey, Stacey Hamm and Lori Thomas

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

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

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

POINT OF PERSONAL PRIVILEGE – Mr. Malinowski congratulated Mr. Patrick Wright, County Attorney, on his one-year anniversary with the County.

4. **APPROVAL OF MINUTES**

a. **Regular Session: October 18, 2022** – Ms. Mackey noted the written recusal forms from the October 18th meeting were not included in the agenda packet, but will be added prior to them being posted on the County’s website.

Mr. Livingston moved to approve the minutes as corrected, seconded by Ms. Newton.

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

The vote in favor was unanimous.

b. **Zoning Public Hearing: October 25, 2022** – Mr. Pugh moved to approve the minutes as distributed, seconded by Ms. McBride.

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

The vote in favor was unanimous.

c. **Special Called Meeting: October 25, 2022** – Mr. Pugh moved to approve the minutes as distributed, seconded by Ms. Barron.

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

The vote in favor was unanimous.

5. **ADOPTION OF AGENDA** – Mr. Leonardo Brown, County Administrator, requested that Item 15(a): “Department of Public Works – Solid Waste & Recycling – Articulated Dump Truck” be removed from the agenda.

Ms. McBride moved to adopt the agenda as amended, seconded by Mr. J. Walker.

Regular Session
November 1, 2022

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

6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – There were no items for Executive Session.

7. **CITIZENS' INPUT**

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

8. **CITIZENS' INPUT**

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

1. Ms. Gwendolyn Boykin, 3704 Judy Street, Columbia, SC 29223 – 2014 Flood Recovery.

9. **REPORT OF THE COUNTY ADMINISTRATOR**

a. Updates – There were no updates.

10. **REPORT OF THE CLERK OF COUNCIL**

a. Strategic Planning Forum (Annual Council Retreat): January 25-27, 2023 – Ms. Anette Kirylo, Clerk to Council, noted the Strategic Planning Forum (Council Retreat) will be held on January 25-27, 2023.

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

12. **OPEN/CLOSE PUBLIC HEARINGS**

a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article II, County Council; Section 2-14, Compensation of Council Members; so as to reflect the new annual salary for County Council

1. Elaine Cooper, 3105 Dalloz Road, Columbia, SC 29204

2. Mustafa Abdullah, 2101 Riding Ridge Road, Columbia, SC 29223

b. Developing a multi-county park with Fairfield County; authorizing the execution and delivery of an agreement governing the multi-county park; authorizing the inclusion of certain property located in Richland County in the multi-county park; authorizing the execution of an intergovernmental agreement; and other related matters – No one signed up to speak.

13. **APPROVAL OF CONSENT ITEMS**

a. 22-023MA, Gerald A. Lee, RS-MD to RM-MD (3.12 Acres), W/S Archie Drive, TMS# R17116-01-01 [SECOND READING]

b. 22-016MA, John Stephenson, M-1 to RS-LD (138.5 Acres), B/S Longwood Road, TMS # R18900-02-01 [SECOND READING]

c. 22-029MA, Douglas Putlock, NC to RS-MD (3 Acres), 1012 Bickley Road, TMS # R02415-02-01 [SECOND READING]

d. 22-032MA, Ervin Capers, HI to RU (4.86 Acres), 208 & 217 Gatehill Road & E/S McCords Ferry Rd., TMS # R38800-02-09, R38900-03-06 and R38900-03-07 [SECOND READING]

e. Community Planning & Development – Building Inspections – South Carolina Building Codes Council Mandated 2021 Code Cycle

f. Department of Public Works – Engineering Division – Comprehensive Transportation Improvement Plan (CTIP) budget and proposed projects for Fiscal Year 2023 (FY-23)

g. Move to direct the County Administrator to evaluate current zoning laws that permit zoning designations for large residential developments to remain in perpetuity and present options to re-evaluate and rezone those properties if they are not developed within 7 years. Recommendations should include processes to ensure that zoning and the comprehensive plan remain consistent with the lived character of the community [NEWTON – July 13, 2021]

h. Based on the below information, the matter of urban heat mapping should be referred to the Planning Commission for consideration. The expanding residential, commercial and transportation infrastructure

**Regular Session
November 1, 2022**

-2-

9 of 232

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

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

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

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

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

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

The vote in favor was unanimous.

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

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

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

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

Mr. Malinowski responded in the affirmative.

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

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

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

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

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

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

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

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

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

Mr. O. Walker stated he is a little uncomfortable with this item. He noted it started with CASA coming before the body seeking additional funding for vacant attorney positions. From there, it appears to have morphed into a threat to the agency. If he were in the Director's shoes, he would probably think twice about coming back before the body to request assistance if the response is going to be "let's figure out a way to get you funding from another entity" or see if the State can take over the program. From what he has read, and has been shared with him, he does not think there is a happy median where the County retains control of the program and receives State funding. In addition, the Legislative Delegation has not been engaged. He is not sure if we have thought about the impact of what would happen in the event CASA has to come under the State program. It is his understanding, CASA staff would have to reapply for their positions. He noted many of these employees have served the County for decades, and now would be required to reapply. Richland CASA comprises \$1.7M of the County's overall budget, and the services offered are to the County's most important constituents, abused and neglected children.

Mr. Malinowski stated the motion is merely to allow the Administrator to begin conversation with the Legislative Delegation. Once the facts are presented, the Council can make an informed decision.

Ms. Barron stated, for clarification, the motion on the agenda is not what was stated by Ms. Mackey.

Ms. Kirylo replied, for consistency, Mr. Malinowski's motion is listed on the agenda, but the recommendation out of committee is "to direct the County Administrator to draft a fiscal impact statement."

Ms. Mackey inquired what does "table" mean.

Mr. Wright replied the item will be postponed to a specific date.

POINT OF ORDER – Mr. J. Walker stated, it is his understanding, Mr. Wright is describing a motion to defer. The motion before the body is a motion to table, which is an indefinite suspension of the motion.

Mr. Wright responded Mr. J. Walker is correct.

Mr. Livingston made a substitute motion to table the item, seconded by Mr. J. Walker.

In Favor: McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, and English.

Opposed: Malinowski, Pugh, Mackey, and Newton.

The vote was in favor.

14. **THIRD READING ITEMS**

- a. 22-006MA, Jared Munneke, GC/M-1/RU/RM-HD to RM-HD (74.28 Acres), End of Idlewilde Boulevard and Barnes Street, TMS# R11111-01-02, 54 & 55, R11114-01-02 & 13 – Ms. English moved to approve this item, seconded by Mr. J. Walker.

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

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

The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Ms. English thanked Mr. Bob Coble and Mr. Ron Scott for working with her on this item.

- b. Developing a multi-county park with Fairfield County; authorizing the execution and delivery of an agreement governing the multi-county park; authorizing the inclusion of certain property located in Richland County in the multi-county park; authorizing the execution of an intergovernmental agreement; and other related matters – Mr. Pugh moved to approve this item, seconded by Ms. Barron.

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

Recuse: J. Walker (as per the written recusal statement submitted to the Clerk's Office); Mackey (due to her parent company representing the company)

The vote in favor was unanimous.

- c. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article II, County Council; Section 2-14, Compensation of Council Members; so as to reflect the new annual salary for County Council – Mr. Livingston moved to approve this item, seconded by Ms. Terracio.

Mr. Malinowski made a substitute motion to approve a 4% increase, seconded by Mr. J. Walker.

In Favor: Malinowski, J. Walker, and Newton.

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

The substitute motion failed.

The motion to approve was made by Mr. Livingston and Second by Ms. Terracio.

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

Opposed: Malinowski, J. Walker, and Newton.

The vote was in favor of the original motion.

15. **REPORT OF ADMINISTRATION AND FINANCE COMMITTEE**

- a. Department of Public Works – Solid Waste & Recycling – Articulated Dump Truck – This item was removed during the Adoption of the Agenda.

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

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

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

The vote in favor was unanimous.

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

Ms. Terracio requested additional information about the project.

Mr. Jeff Ruble, Economic Director, stated this is an expansion of an existing industry. It represents an \$81M investment and 94 new jobs with an average wage of \$33/hr.

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

The vote in favor was unanimous.

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

- a. NOTIFICATION OF APPOINTMENTS:

1. Central Midlands Council of Governments Board (CMCOG) – One (1) Vacancy – Ms. Barron stated the committee recommended approving Ms. Susan Brill.

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

Opposed: Malinowski

The vote was in favor.

2. Airport Commission – One (1) Vacancy – Ms. Barron stated the committee recommended re-appointing Mr. D. Michael Kelly.

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

The vote in favor was unanimous.

3. Board of Zoning Appeals – Six (6) Vacancies – Ms. Barron stated the committee recommended appointing Mr. David Fulmer and Ms. Shasai Hendrix and re-advertising for the remaining vacancies.

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

The vote in favor was unanimous.

b. ITEMS FOR ACTION

1. Review of Comprehensive Council Rules – Ms. Barron stated the proposed Council Rules were forwarded to Council and requested feedback. She noted the committee is recommending approval of the Comprehensive Council Rules, with the inclusion of the modifications requested by Ms. Newton.

Ms. Newton stated, for the record, her suggested revision is as follows: “Rule 5.18: ...ballot elections **may** be used.”

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

Opposed: McBride.

The vote was in favor.

2. Internal Auditor Position – Ms. Barron stated the committee recommended the Employee Evaluation and Oversight Ad Hoc Committee lead the endeavor to draft a job description and advertise for the position in an effort to fill the Internal Auditor position.

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

The vote in favor was unanimous.

18. REPORT OF THE COMMUNITY IMPACT GRANTS COMMITTEE

- a. Criteria, Application, and Schedule for Community Impact Grant Funds – Ms. English stated the committee recommended using the same parameters and metrics used to award the FY23 discretionary grants. After consideration and conversations with committee members, we would like to modify the proposed schedule to open the grants application period on November 2nd and close the grant application period on November 23rd. The committee will review the applications and make recommendations to Council by December 13th.

Ms. English moved the proposed process for the award of the \$300,000 Community Impact Grants and to establish the grant application period for November 2-23, 2022.

Mr. Malinowski stated, for clarification, the only change to the committee’s recommendation is the closing date for the grant application period.

Ms. English responded in the affirmative.

Ms. Newton inquired if the committee’s recommended grant awards will come back to Council.

Ms. English replied the recommendations will come to Council.

Ms. Newton stated, as we look at future community impact grants, she would like to see how they align with the strategic plan.

Ms. McBride indicated she does not believe the timeline allows ample time for applicants to apply and implement the grants. She suggested delaying the start of the application process to allow us time to look at the weak areas. Oftentimes, small non-profit organizations are unable to serve the communities in need because the process is competitive. Therefore, those underserved communities are not able to get the programs. At this time, she is concerned with geographic equity.

Ms. McBride moved to delay the funding of the discretionary programs until FY24, seconded by Mr. Malinowski.

Mr. Malinowski inquired if the recommendation if for the \$300,000 approved during the budget process or an additional \$300,000.

Ms. English responded it is the \$300,000 approved during the budget process.

Ms. Barron inquired if the \$300,000 allocated will carry over to the FY24 budget.

Mr. Brown responded the funds would not carry over.

Ms. McBride noted Council could make a motion to carry over the funds.

Ms. Barron stated, for clarification, we would be technically increasing the amount we are setting aside for discretionary grants.

Mr. Brown replied hypothetically that would be the case.

Ms. McBride stated the intent is for the funds to be there because we will not have expended those funds.

Ms. Barron noted her concern is if a situation arises where we need the \$300,000, and we know we have the \$300,000 we will use it.

Ms. Newton stated, for clarification, there will be an entirely new grant cycle starting in the new fiscal year.

Mr. Brown responded in the affirmative.

Ms. Mackey noted this is something we have stated to the community and the non-profits. We should move forward and allow those entities that have been waiting to receive their funding. When we get to the next budget cycle, we can reevaluate and develop a plan that fits the needs of the community.

Ms. McBride stated she does not think there is anyone on the Council that is more of an advocate for community programs than she is. She wants to make sure we are not rushing and not using the funding in the most efficient way possible. In addition, she wants to make sure the underserved communities will have the opportunity to be served.

In Favor: Malinowski, McBride, and J. Walker.

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

The motion to delay the application process and funding failed.

Ms. English moved to approve the proposed process for the award of the \$300,000 Community Impact Grants and to establish the grant application period as November 2-23, 2022, seconded by Ms. Mackey.

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

Opposed: Malinowski and J. Walker

The vote was in favor.

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

In Favor: Malinowski

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

The motion for reconsideration failed.

19. **OTHER ITEMS**

- a. A Resolution to appoint and commission Michael Brent Davis as a Code Enforcement Officer for the proper security, general welfare and convenience of Richland County – Mr. J. Walker moved to approve this item, seconded by Ms. Barron.

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

The vote in favor was unanimous.

20. **EXECUTIVE SESSION** – There were no items for Executive Session.

21. **MOTION PERIOD** – There were no motions submitted.

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

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

The vote in favor was unanimous.

The meeting adjourned at approximately 7:13 PM.



Richland County Council

STATEMENT OF RECUSAL

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

(Please add agenda Item number and description):

Regular Session 11.1.22: Public Hearing 12B;Third Reading item 14b
Developing a multi county park with Fairfield County authorizing
the execution and delivery of an agreement ...(Project Bulldog)

REASONS FOR DISQUALIFICATION:

Due to my parent company representing the company
making this request

Jessica Mackey
Print and sign your name

John - A. King
Print and sign your name

11/1/22
Date

11/1/22
Date received by Clerk Dept.



Richland County Council

STATEMENT OF RECUSAL

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

(Please add agenda Item number and description):

Regular Session 11.1.22: Public Hearing 12b;Third Reading item 14b
Developing a multi county park with Fairfield County authorizing
the execution and delivery of an agreement ...(Project Bulldog)

REASONS FOR DISQUALIFICATION:

Although the county attorney has reviewed and opined on the record that I need not resuse
myself, i want to be overly transparent and cautious as my father is employed by the seller
of this property. While he actually stands to LOSE his job as a result of approving this
deal, I want there to be no questions as to my involvement in this final decision. I do
not think my recusal is necessary, but I am erring on the side of transparency and caution.

JOSEPH WACKER, III
Print and sign your name

[Signature]
Print and sign your name

11/1/22
Date

11/1/22 [Signature]
Date received by Clerk Dept.



Richland County Council

STATEMENT OF RECUSAL

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

(Please add agenda Item number and description):

Regular Session 11.1.2022: Third Reading item a
22-006MA Jared Muneke zoning change request

REASONS FOR DISQUALIFICATION:

Due to my parent company representing the applicant

Jessica Mackey
Print and sign your name

A. Kimb
Print and sign your name

11/1/22
Date

11/1/22
Date received by Clerk Dept.



Report of the County Administrator

Regular Session - November 15, 2022

UPDATES FOR CONSIDERATION:

State Lobbyist: Via the Procurement process, the County is seeking a state lobbyist to assist with its efforts to gain state funding. Depending on the cost of services, this item may appear before Council for consideration.

Diversity Officer: The County has advertised an opening for a Diversity Officer. Applicants are currently being sought to fill this position.

American Rescue Plan Act Grant Funding Request: Attached is a brief overview of the total dollar amounts of funding requests received for ARPA funds.

Allen University Property Request - 1741 Cushman Drive, Columbia, SC 29203: Staff has prepared an informational briefing relative to the subject property. Included within the briefing are relevant Council minutes and the previous real estate transaction documents as executed in 2013. Additionally attached is the "Acquisition, Lease, and Disposal of County Real Property" policy.

County Partnership with Gateway to the Army Association Centennial Park Project: The Gateway to the Army Association requests approval for Richland County to serve as the primary applicant and fiscal agent for its \$650,000 grant request to the SC Department of Veterans Affairs to complete the Centennial Park Project located at Fort Jackson (within Richland County). The County Administrator recommends this item be referred to the Administration & Finance Committee for consideration at its November 17, 2022 meeting. Information has been received and prepared accordingly.

ADMINISTRATOR'S NOMINATION:

Per Council Rule 1.7(b)(7), 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)

Fire Suppression Services - Intergovernmental Agreement Extension: Staff recommends authorizing the County Administrator to renew the Intergovernmental Agreement (IGA) for Fire Suppression Services with the City of Columbia for three years. Both the City and Richland County are scheduled for the next ISO review soon - possibly beginning in the spring of 2023. Due to the proximity the pending IGA's expiration to the next ISO review and rating period, Chief Jenkins and Director Byrd believe it is prudent to delay discussion of any changes to the current IGA as well as support extending the existing IGA for up to three (3) years to complete the review of and discussions about the future of the IGA. Changes to the agreement, contentious/prolonged negotiations, and/or implementation of a new agreement during the review and ratings process may be detrimental and jeopardize the current ISO PPC. The current IGA contains language that allows either party to terminate the agreement with appropriate advance notice if necessary.

Request for Letter of Support - State Purchase - McEntire Joint National Guard Base: Representatives of the McEntire Joint National Guard Base seek Richland County's support of their pursuit to purchase Tax Map Serial (TMS) # R30400-01-17 to enhance airfield Clear Zones. At its July 14, 2020 Special Called meeting, Richland County Council approved a similar request for a letter of support for the State's purchase of parcel R30400-01-25. Due to the unique nature of the request, the matter bypassed the County's committee process. Mr. Bewley has requested Council's consideration and vote on this matter at its November 15, 2022 meeting.

ATTACHMENTS:

1. American Rescue Plan Act Grant Funding Overview
2. Informational Briefing - Cushman Road Property - Construction of a new Emergency Services EOC and facilities
3. Acquisition, Lease, and Disposal of County Real Property
4. Fire Suppression Services - Intergovernmental Agreement Extension
5. Request for Letter of Support - State Purchase - McEntire Joint National Guard Base

Funding for Small Businesses (501c certificate not required)	\$	25,385,615.00
Funding for Non-Profits	\$	18,434,193.00
Funding for Workforce Training	\$	4,099,715.00
Funding for Education Assistance	\$	11,519,580.00
Funding for Senior Assistance	\$	5,892,112.00
Funding to Address Food Insecurity	\$	4,563,792.00
Funding for Broadband Services in Underserved Areas	\$	2,983,080.00
Funding for Affordable Housing	\$	22,822,191.00
Funding for Services for Unhoused Persons	\$	2,015,494.00
Funding for Youth and Recreational Services	\$	6,072,489.00
Blanks	\$	3,233,712.00



Informational Agenda Briefing

Prepared by:	Michael A. Byrd	Title:	Director
Department:	Emergency Services	Division:	
Date Prepared:	November 2, 2022	Meeting Date:	November 15, 2022
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Regular Session		
Subject:	Cushman Road Property - Construction of a new Emergency Services EOC and facilities.		

Emergency Services Department Background

The Emergency Services Department (ESD) provides essential services to the residents and visitors of Richland County and presently operates from the basement of the parking garage at 2020 Hampton Street. Housed therein are emergency management planners, the Emergency Operations Center (EOC), Emergency Medical Service, Communications, Fire Marshals, Hazardous Materials Permitting, Logistics (equipment & supplies), and all support services.

The state capital, numerous federal buildings, local military installations (Fort Jackson, McEntire Base), area colleges and universities, three major Interstates, railways, and other critical infrastructure are part of the Richland County threat assessment and may present planning and response challenges. Over the past seven years, ESD has mitigated the effects of hurricanes, winter storms, tornados, hazardous material incidents, the 2015 flood, and the COVID-19 pandemic. Including the 2015 flood, there have been 16 major events or declared disasters in Richland County requiring EOC activation. Currently, the EOC is operating under an emergency declaration at OPCON 2 due to the pandemic. It has been challenging to properly manage the problems associated with events and disasters in the current location, and the pandemic further exacerbated the limitations associated with the facility.

ESD moved into the pre-existing space in January 1994 following the demolition of its former location to create space for the construction of the Administration and Health Department buildings that currently occupy the site. The space under the parking garage was grossly inadequate to accommodate the divisions of the Emergency Services Department, and conditions continue to worsen.

The existing space requires extensive repairs and improvements, and it has received notice via several federal evaluations of its inadequacy to house the EOC during exercises. In addition to the challenges and limitations present in the EOC during actual and prolonged events, insufficient parking impacts ESD employees, 2020 Hampton Street employees and visitors. Moving ESD away from the 2020 complex will free up parking space.

Land and New Facilities

New facilities are needed to properly mitigate the challenges presented by emergencies and disasters. In 2013, Council began planning for a new Emergency Services Headquarters, EOC, and EMS facility, and purchased the 14.07 acre property on Cushman Drive at Two Notch Road in December 2013 following an environmental study of the site.

The following criteria were used to determine the best site for the EOC and facilities.

Availability of enough land to accommodate the project	Away from Rail Road Tracks
Located in an area outside of the City core	Away from flood prone areas
Proximity to other government facilities	Away from known earthquake areas
Rapid access by all branches of government	Away from nuclear plants or radioactive storage facilities
Strategically located	Away from known hazardous material sites
Area that avoids congestion – no choke points	Area away from known potential sites of public protests or unrest
Site can be secured	Site conducive to survivability
Low risk area	Site has natural protection from Chemical, Biological agents
Adequate road network	Site and building have blast protection
Space for multiple egress roads	Site has access control, barriers, secure areas and surveillance
Site allows for green space	Site has capability to increase security or decrease access during threat
Adequate parking available on site	Site can provide sustainability for water, electricity, sewer and connectivity for 14 days
Space for a helicopter landing zone	Building provides uninterrupted HVAC
Dedicated space for EOC	Distance to routes of travel for hazardous materials
Ability to send and receive radio frequency communications without interference	Distance to nearby sites storing hazardous materials
Site large enough to have single floor facilities	Utilities present on site or are close (Power, water, sewer, connectivity)
Response to large call volume area	Away from other facilities to protect from noise
Located near other support facilities	Site is conducive to survive a 1,000 year storm – Category 5 Hurricane
Area for future expansion	Space for back-up water
Site compatible with proper site design	Space for back-up power
Not a high traffic area	Space for back-up sewer
Elevated site above 1,000 year flood	
Site provides complete security for operations, buildings, vehicles and utilities	
Paved road access	
Multiple vehicle access routes in and out	
Controlled egress (Traffic Lights)	
Bus service near site	
Near proximity to other critical infrastructure sites / public safety agencies	

Council also appropriated \$6 million dollars to start the design and site work for the facility; however, those funds were later diverted to the Renaissance program.

Architects Design Group located in Winter Park, Florida, conducted a space study In 2016 which addressed the need for adequate space for reliable and redundant systems to properly prepare, plan, respond to, and recover from emergency and disaster threats. The study also included features to assist with social distancing recommendations as well as space for EMS, logistics, and EOC back-up 911 communications. At the time of the study, the estimated cost for the entire project was \$27.8 million to construct facilities to withstand a category three (3) hurricane at the Cushman Road site.

Just as the current ESD space is used on a daily basis, all space designed into new facilities will be utilized before, during, and after a disaster or major emergency.

Construction for the Emergency Services project is planned for the Cushman Road and Two Notch Road property and will include construction of an Emergency Services Headquarters, EOC, and EMS facilities to meet the needs of appropriate space for staff, emergency staffing requirements, and disaster response. The next steps in the project are:

1. Identify a funding source.
2. Select an architect for the design.
3. Bid the project to select the construction company.
4. Complete construction.

Efforts are underway to determine the funding source for construction. Changing from the site at Cushman and Two Notch will result in the following issues:

1. Further delay the ESD project.
2. Increase the cost of land for a different site.
3. Increase the cost of construction
4. It will be difficult to find another site meeting the requirements for an EOC
5. Negative impact on providing essential services during routine, emergencies and disaster situations.
6. Not addressing the space needs of the Emergency Services Department will have a negative impact on staff.

At the October 20, 2020 Regular Session County Council, former Councilmember Jim Manning made the following motion:

“Move that Richland County proceed with completing the plan to move the EOC/EMS out of the windowless basement of the parking garage to the old junkyard property brought years ago for that purpose at the corner of Two Notch Rd and Cushman Drive.”

The motion was tabled at the November 19, 2020 Development & Services Committee meeting, and no further Council action was taken.

ATTACHMENTS:

1. Applicable Council Action
2. Real Estate Transaction Documents as Executed in 2013

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 6:54 p.m. and came out at approximately 7:39 p.m.
=====

- a. **Contractual Matter: Village at Sandhills** – No action was taken.
- b. **Richland One Special Election Fee Update** – No action was taken.
- c. Emergency Services Contract for Property Purchase** – No action was taken.

MOTION PERIOD

- a. **Staff will provide Council with the Budget processes’ preliminary motions list 24 hours prior to the deadline for item submission and final list within 48 hours following the submission deadline [MANNING]** – This item was referred to the A&F Committee.
- b. **All applicants for Richland County Boards, Commissions or Committees will be telephonically notified within 48 hours of council’s decision relating to that appointment and a follow-up letter will be mailed within 5 work days to same [MALINOWSKI]** – This item was referred to the Rules & Appointments Committee.
- c. **Resolution in honor of Waverly Neighborhood’s 100th Anniversary [ROSE]** – Mr. Malinowski moved, seconded by Mr. Jackson, to approve the resolution honoring the Waverly Neighborhood’s 100th Anniversary. The vote in favor was unanimous.

Mr. Jackson moved, seconded by Mr. Malinowski, to reconsider this item. The motion failed.
- d. **Explore the possibility of vendors paying a fee or a percentage of their vendor’s fee at tourists sponsored events for tourists-related activities. Vendors at these events are not collecting the H-Tax Business License Office has no way of monitoring or collecting these taxes [JACKSON]** – This item was referred to the A&F Committee.

Kelvin E. Washington, Sr., Chair

An Ordinance Amending the Richland County Code of Ordinances, Chapter 12, Garbage, Trash and Refuse; Article I, In General; and Article II, Collection and Disposal; Section 12-12, Definitions and Section 12-16, Conditions for Residential and Small Business Solid Waste Collection-Yard Trash and Other Household Articles; so as to remove reference to “Franchise” and so as to require trash to be bagged in a phased-in manner [FIRST READING] – Ms. Dickerson moved, seconded by Mr. Livingston, to defer this item. The vote was in favor.

CITIZENS’ INPUT

No one signed up to speak.

POINT OF PERSONAL PRIVILEGE – Ms. Dixon stated that Richland County, City of Columbia and USC will be hosting a small and minority business summit at Parklane Adult Activity Center.

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 7:45 p.m. and came out at approximately 8:06 p.m.
=====

a. Proposed Property Purchase – Mr. Malinowski moved, seconded by Mr. Livingston, to proceed as directed in Executive Session with the advice of our attorney relative to a property acquisition. The vote in favor was unanimous.

b. Personnel Matter – No action was taken.

MOTION PERIOD

a. Place “Hopkins SC” on the water tower in Hopkins community [WASHINGTON] – This item was referred to the D&S Committee.

b. ComingSoonSC County Council Ad [WASHINGTON] – This item is being handled administratively.

c. SC Equality’s “Through the Looking Glass of Equality” Inaugural Gala Sponsorship Request [WASHINGTON] – This item was referred to the A&F Committee.

d. Bible Way Church of Atlas Road’s “Year of Jubilee” 50th Anniversary Banquet Sponsorship Request [WASHINGTON] – This item was referred to the A&F Committee.

e. Famously Hot New Year’s Celebration Sponsorship Request [WASHINGTON] – This item was referred to the A&F Committee.

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 7:09 p.m. and came out at approximately 7:45 p.m.
=====

- a. **Purchase of Property** – Mr. Jackson moved, seconded by Mr. Malinowski, to move forward with the purchase of the property not to exceed the approved amount. The vote in favor was unanimous.
- b. **Personnel Matters (2)** – No action was taken.

MOTION PERIOD

- a. **Move to privatize ALL Public Work operations. The RFP process will be completed before the March 18, 2014 Council meeting [WASHINGTON]** – This item was referred to the Consolidation/Privatization Ad Hoc Committee.
- b. **With the upcoming meeting with City officials regarding the relocation of the Richland County Judicial Center. I move that the County Administrator arrange to have the building appraised as soon as possible [PEARCE]** – This item was referred to the Courthouse Ad Hoc Committee.
- c. **Richland County Community Development and it's staff where in keeping with others around the State to have the required staffing to be more effective [JACKSON]** – This item was referred to the A&F Committee.
- d. **Richland County develop an office of Business Opportunities [JACKSON]** – This item was referred to the A&F Committee.
- e. **All requests for Hospitality and/or Accommodations taxes after the budget process will be referred to the staff person who handles such requests. That staff person will provide a response to the requesting person/entity the Richland County process to request such funds and when the submission period is. The purpose of this motion is to eliminate the constant out of cycle requests for funds that have already been obligated [MALINOWSKI]** – This item was referred to the A&F Committee.
- f. **On the Low Volume paving create another Low Volume category for roads with houses and no commercial zone and some connectivity and apply the additional ½ inch surface for a higher volume [DIXON]** – This item was referred to the Dirt Road Ad Hoc Committee.
- g. **Resolution Honoring Charlie Wilson [DIXON]** – Ms. Dixon moved for unanimous consent for a resolution honoring Charlie Wilson. The vote in favor was unanimous.

tendered, in addition to the earlier protections.

Mr. Malinowski noted, at the last meeting, there were various amendments throughout the agreement that addressed other buildings on the grounds and other changes that came about. He wanted to ensure that we did not need go back and put an amendment into the overall restructure, not just a hold harmless.

Mr. Farrar responded, because of the various agreements, he paid special attention to ensure there were no gaps in coverage for the County, and did not find any. He found that this was more of an addition to, not in lieu of or to the exclusion of other provisions.

In Favor: Terracio, Manning, Newton

Not Present: Kennedy

The motion in favor was unanimous.

- b. Move to engage a third-party consultant to undertake work on Richland Renaissance, which was approved 11-0 by this Council in early 2019. Staff has chosen to postpone this Council-approved project, which would alleviate serious facility constraints and result in savings over time, as the County would not spend money on short-term repairs, but on long-term needed facilities planning and construction [MYERS] - Mr. Manning moved, seconded by Ms. Newton, to authorize the administration to engage a third-party consultants to undertake a comprehensive review of Richland County's long-term needed facilities and service delivery planning and construction work. Additionally, Administration will newly brand this plan and discontinue formal references to Richland Renaissance moving forward.

Ms. Newton requested clarity on the part of the motion that talks about service delivery planning.

Mr. Manning stated a lot of what the county does is deliver services. He thought that it was important, because if we are looking at where buildings are located, a lot of times services are delivered from those buildings (i.e. Treasurer's office, Comptroller's office, Auditor's office). So if we're looking at facilities being buildings, if we were to move some of those administrative functions to another facility, he thinks we ought to look at the services we are providing to the citizens, in connection to actual buildings.

Ms. Terracio inquired if this motion mirror the motion made at Tuesday night's Council meeting.

Mr. Manning responded in the affirmative.

In Favor: Terracio, Manning, Newton

Not Present: Kennedy

The motion in favor was unanimous.

- c. Move that Richland County proceed with completing the plan to move the EOC/EMS out of the

**Development & Service Committee
October 27, 2020**

-3-

windowless basement of the parking garage to the old junkyard property brought years ago for that purpose at the corner of Two Notch Rd and Cushman Drive [MANNING] Mr. Manning moved, second by Ms. Newton, to table this item based on the previous motion (4b).

In Favor: Terracio, Manning, Newton

Not Present: Kennedy

The motion in favor was unanimous.

- d. Move that Richland County discontinue its practice of demolishing private property in the unincorporated areas of Richland County where that property is not on a public road without that property owner's consent and opportunity to be heard by Richland County council, and I further move that any and all such involuntary demolitions be incurred at the County's expense and not the property owner's expense. [MYERS] Mr. Manning moved, second by Ms. Newton, to defer this item to next month

In Favor: Terracio, Manning, Newton

Not Present: Kennedy

The motion in favor was unanimous.

5. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**

- a. I move to evaluate affordable housing options to include the option of establishing an Affordable Housing Trust Fund for Richland County as a benefit to the public. Housing is considered to be "affordable" when 30% or less of one's income is spent on housing and utilities. In Richland County, nearly half of renters pay more than a third of their income on rent and utilities[TERRACIO] - No action was taken.
- b. I move to direct the County Attorney to work with the County Administrator to research and draft an absentee landlord ordinance. The ordinance should provide potential remedies for individuals who violate county ordinances and provide, via supplemental documentation, a comprehensive review of the legal impacts [potentially] associated with the adoption of such an ordinance. [NEWTON and DICKERSON] - Ms. Dickerson noted she has been in with the Legal Department on this particular item and it appears that there are several items already in our ordinance that pertain to this. She would like Legal to draft an ordinance to address just this particular item, without having to go through the whole ordinance.

Ms. Newton clarified staff had worked on making some revisions, and inquired if Legal had an update at this time.

Mr. Farrar stated he has not been assisting Ms. Dickerson on this matter, but he noted the County has an International Property Maintenance Code, which has a lot of provisions in line with what this is intended to accomplish. The problem is it is hard to get a hold of one of those copies, but he does agree with that probably should be brought into the main County code so you can search that online. The second thing, under State law, for many years, there has been something known as the South Carolina Residential Landlord Tenant Act, which has a lot of protections. He would emphasize those things need to be easier to access.

**Development & Service Committee
October 27, 2020**

-4-

Mr. Walker moved, seconded by Ms. Dickerson, to reconsider 21(a) and 21(c).

POINT OF ORDER: Mr. Walker stated that items 21(a) and 21(c) were included in the previous item.

Mr. Malinowski noted, he believes Ms. Newton's motion stood on its own. He inquired why they would include both items.

Mr. Livingston responded because both items talk about engaging a third-party consultant.

Mr. Malinowski stated the general wording makes them close, but it was certainly not the same thing Ms. Newton read.

In Favor: Malinowski, McBride, Manning, Myers

Opposed: Dickerson, Livingston, Terracio, Walker, Newton

Not Present: Kennedy

The motion for reconsideration failed.

- b. Move that Richland County proceed with completing the plan to move the EOC/EMS out of the windowless basement of the parking garage to the old junkyard property brought years ago for that purpose at the corner of Two Notch Rd and Cushman Drive [MANNING] [TO TABLE]. - Mr. Manning moved, seconded by Ms. Terracio, to table this item.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Myers, Newton

Opposed: Manning

Not Present: Kennedy

The vote was in favor.

Mr. Walker moved, seconded by Mr. Malinowski, to adjourn.

In Favor: Malinowski, Dickerson, MWalker

Opposed: McBride, Livingston, Terracio, Manning, Newton

Not Present: Kennedy

The motion failed.

- c. Move to engage a third party design-build company to begin work on the \$2m SE Richland County multipurpose facility, as approved by Council in 2018. The funds were earmarked and approved, but RC staff has not undertaken any planning or construction of the Council approved project by the end of November, 2020 - Taken up with item 21(a).
- d. Move to remit the \$300,000 private donation (negotiated by Councilwoman Dalhi Myers and Councilman Chip Jackson) earmarked for the Taylors Community to Richland County Parks &

GRANTEE'S ADDRESS: 2020 Hampton Street
Columbia, SC 29204

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that JOHN C.B. SMITH, JR. ("Grantor"), for and in consideration of the sum of Five Dollars (\$5.00) and other valuable consideration, to him paid by RICHLAND COUNTY, SOUTH CAROLINA ("Grantee"), the receipt of which is hereby acknowledged, subject to the conditions, matters, and/or reservations herein set forth, if any, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the said Grantee, the following described property:

That certain parcel of land, with improvements thereon, situate in Columbia, Richland County, South Carolina, being shown and designated as Parcel A-1D containing 14.0729 acres on Plat Prepared for John C.B. Smith, Jr. by Steadman & Associates, Inc. dated August 13, 2001, revised July 30, 2012, said plat being incorporated herein by reference, said property being more particularly described as follows:

Beginning at a rebar at the intersection of the western margin of the right-of-way of Cushman Drive and the northern margin of the right-of-way of Two Notch Road and running along Two Notch Road from rebar to rebar as follows: S73°39'15"W - 505.01 feet; S22°13'35"E - 5.03 feet; S73°39'15"W - 107.02 feet; thence turning and running along Parcel A-1C from point to point as follows: N16°47'10"W - 188.91 feet; N38°59'35"W - 440.10 feet; thence turning and running along Belvedere (Block "B") as follows: N52°02'35"E - 338.88 feet to a pinch top; N09°32'15"E - 204.50 feet to a rebar; thence turning and running along Parcel A-2 N76°12'55"E - 545.18 feet to a rebar; thence turning and running along Cushman Drive from rebar to rebar as follows: in a curve to the right having a radius of 596.62 feet, an arc distance of 166.97 feet, the chord of which runs S07°35'55"E - 166.42 feet; S00°29'55"W - 334.90 feet; in a curve to the left having a radius of 676.62 feet, an arc distance of 198.14 feet, the chord of which runs S07°52'35"E - 197.43 feet; S16°19'10"E - 179.21 feet; S28°40'05"W - 21.22 feet to the Point of Beginning.

DERIVATION: This being a portion of the property conveyed to John C.B. Smith, Jr. by the following deeds recorded in the Office of the Register of Deeds for Richland County: (i) deed of Mary Adams Smith dated May 1, 1989,


STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

AFFIDAVIT

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

1. I have read the information on the back of this Affidavit and I understand such information.
2. The property being transferred is located at Two Notch Road & Cushman Drive bearing Richland County Tax Map Numbers 14103-02-20A & 14102-01-03 was transferred by John C.B. Smith, Jr. to Richland County, South Carolina on December 17, 2013.
3. The deed is exempt from the deed recording fee because: Exemption #2 - transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts
4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.
5. I understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this
17~~th~~ day of December, 2013.



Notary Public
My commission expires: 12-12-16

(SEAL)



JOHN C.B. SMITH, JR.

**INFORMATION FOR REAL ESTATE 1099-S REPORT FILING
as Required by the Internal Revenue Service**

SELLER INFORMATION (As to undersigned Seller)

Seller's Social Security Number: 239-70-7026

Seller's Full Name: John C.B. Smith, Jr.

Street Address: 330 Country Club Drive
Columbia, SC 29206

TRANSACTION INFORMATION

Buyer: Richland County, South Carolina

Seller: John C.B. Smith, Jr. (100%)

Closing Date: December 17, 2013

Contract Sales Price: \$ 1,265,000.00

Description of Property: 14.07 acres at Two Notch Road & Cushman Drive, Columbia
Richland County TMS Nos. 14103-02-20A & 14102-01-03

I, the undersigned Seller, certify that the above information is correct and understand that it may appear on a Form 1099 which may be filed with the I.R.S.; if there is more than one Seller, the percentages beside each name accurately set forth the allocation of gross proceeds among the Sellers. UNDER PENALTY OF PERJURY, I certify the Taxpayer ID Number to be my correct Taxpayer ID Number.

Date: December 16, 2013



JOHN C.B. SMITH, JR. (SEAL)



Investors Title Insurance Company

P.O. Drawer 2687

Chapel Hill, North Carolina 27515-2687

NOTICE OF AVAILABILITY OF OWNER INSURANCE AND FINANCIAL INTEREST DISCLOSURE

Notice is hereby given that your mortgage lender (mortgagee), if applicable, is requiring issuance of a Mortgagee Title Insurance Policy, as described herein, which Policy WILL NOT afford title insurance protection to you in the event of a defect in the title to the real estate which you are acquiring. In accordance with the requirements of 69 S.C. CODE ANN. REGS.18 (1976), you are hereby notified of your RIGHT and OPPORTUNITY to obtain simultaneously with said Mortgagee Title Insurance Policy, an Owner's Title Insurance Policy designed to insure you as to the status of your title.

In accordance with S.C. CODE ANN. §38-75-960(A)(1976), as amended, the undersigned producer of title insurance business, or associate of such producer, hereby advises that it has a financial interest in the following title insurer(s) or title agent(s):

<u>NAME OF INSURER OR AGENT</u>	<u>ADDRESS</u>	<u>NATURE OF INTEREST</u>
1. GREGORY G. WILLIAMS	1331 Richland Street, Columbia, SC 29201	AGENT

Producer/Associate's Name: GREGORY G. WILLIAMS

Signature: *Gregory G. Williams*

Address: 1331 Richland Street, Columbia, SC 29201

Dec. 17, 2013

The within-named applicant is a buyer, seller, or owner who has been referred by the producers of title business named herein or associate of such producer to one or more of the title insurers or title agents identified herein. The undersigned expressly recognizes and acknowledges the financial interest of such producer or associate as disclosed herein and further certifies that:

- I understand that should a commitment be required for the closing of this transaction, a work/preparation charge may be collected in addition to the applicable premium.
- I understand that a mortgagee title insurance policy is required on my loan, if applicable, and that this policy does not provide title insurance for my separate ownership interest.
- I have been given the opportunity to purchase an Owner's Title Insurance Policy with the insurer of my choice to protect my separate ownership interest.
- I understand that when a licensed agent issues title insurance, a commission of approximately 60% will be paid to the licensed agent for underwriting and issuing the title insurance.
- I would like to obtain an Owner's Title Insurance Policy in the amount of the total purchase price.

THERE IS A MINIMUM ADDITIONAL PREMIUM OF \$100.00 WHEN AN OWNER'S POLICY IS ISSUED SIMULTANEOUSLY WITH A MORTGAGEE (LOAN) POLICY.

- I/We desire to obtain an Owner's Policy. The additional cost for an Owner's Policy of title insurance in the amount of \$1,265,000.00 is \$2547.00, if you request it at this time.
- I do NOT wish to obtain an Owner's Policy.

Undersigned acknowledges receipt of this notice on the date set forth below. Further, the undersigned acknowledges that from time to time, representatives of Investors Title Insurance Company may audit the files of agent and/or producer. The undersigned expressly consents to the access to the undersigned's file with the agent named herein for purposes of such an audit.

Date: December 17, 2013

Tony McDonald (SEAL)
Applicant / Mortgagee / Purchaser / Owner

(SEAL)
Applicant / Mortgagee / Purchaser / Owner

Closing Attorney: Gregory G. Williams

Date: December 17, 2013

Property address: 14.07 acres, Two Notch Road and Cushman Drive, Columbia, SC

Transaction Amount: \$1,265,000.00

ERRORS AND OMISSIONS AGREEMENT

The undersigned, in consideration of the closing of a real estate transaction by the office of Gregory G. Williams, Attorney, LLC, for Richland County and John C. B. Smith, Jr., in the above stated amount, as evidenced by the closing documents regarding real property located at Two Notch Road and Cushman Drive, Columbia, South Carolina, and dated the date of this Errors and Omissions Agreement, agree, if requested by the closing attorney or its agent, to fully cooperate in the correction, if necessary in the reasonable discretion of the closing attorney, including, if applicable, any and all loan closing documents so that all documents accurately described the transaction between the undersigned and the closing attorney and thus allow the closing attorney to correct any clerical errors.

The undersigned further agree to comply with all reasonable requests by the closing attorney within thirty (30) days from the date of the mailing of the correction requests by the closing attorney.

Dated this 17th day of December, 2013.

Richland County

By: 

Tony McDonald, its County Administrator

John C. B. Smith, Jr.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

CERTIFICATE AND AFFIDAVIT
OF NON-FOREIGN STATUS

The undersigned, being duly sworn, hereby deposes, certifies and states on oath as follows:

That the undersigned is a resident of Richland County, SC, and the home address (residence address) of the undersigned is: 330 Country Club Drive, Columbia, SC 29206;

That the undersigned is not a "non-resident alien" for purposes of United States income taxation, and is not otherwise a "foreign person", as defined in Section 1445 of the United States Internal Revenue Code, as amended (the "Code");

That the undersigned's taxpayer identifying number (Social Security Number) is 239-70-7026;

That the undersigned is making this Certificate and Affidavit pursuant to the provisions of Section 1445 of the Code in connection with the sale of the real property described on **Exhibit "A"**, attached hereto and incorporated herein by reference, by the undersigned to Richland County, South Carolina (the "Transferee"), which sale constitutes the disposition by the undersigned of a United States real property interest, for the purpose of establishing that the Transferee is not required to withhold tax pursuant to Section 1445 of the Code in connection with such disposition; and

That the undersigned acknowledges that this Certificate and Affidavit may be disclosed to the Internal Revenue Service by the Transferee, that this Certificate and Affidavit is made under penalty of perjury, and that any false statement made herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined the foregoing Certificate and Affidavit and hereby certify that it is true, correct and complete.

Certified, sworn to and
subscribed before me this
16~~th~~ day of December, 2013



Notary Public

My commission expires: 12-12-16



JOHN C.B. SMITH, JR. (SEAL)

EXHIBIT "A"

That certain parcel of land, with improvements thereon, situate in Columbia, Richland County, South Carolina, being shown and designated as Parcel A-1D containing 14.0729 acres on Plat Prepared for John C.B. Smith, Jr. by Steadman & Associates, Inc. dated August 13, 2001, revised July 30, 2012, said plat being incorporated herein by reference, said property being more particularly described as follows:

Beginning at a rebar at the intersection of the western margin of the right-of-way of Cushman Drive and the northern margin of the right-of-way of Two Notch Road and running along Two Notch Road from rebar to rebar as follows: S73°39'15"W - 505.01 feet; S22°13'35"E - 5.03 feet; S73°39'15"W - 107.02 feet; thence turning and running along Parcel A-1C from point to point as follows: N16°47'10"W - 188.91 feet; N38°59'35"W - 440.10 feet; thence turning and running along Belvedere (Block "B") as follows: N52°02'35"E - 338.88 feet to a pinch top; N09°32'15"E - 204.50 feet to a rebar; thence turning and running along Parcel A-2 N76°12'55"E - 545.18 feet to a rebar; thence turning and running along Cushman Drive from rebar to rebar as follows: in a curve to the right having a radius of 596.62 feet, an arc distance of 166.97 feet, the chord of which runs S07°35'55"E - 166.42 feet; S00°29'55"W - 334.90 feet; in a curve to the left having a radius of 676.62 feet, an arc distance of 198.14 feet, the chord of which runs S07°52'35"E - 197.43 feet; S16°19'10"E - 179.21 feet; S28°40'05"W - 21.22 feet to the Point of Beginning.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

OWNER'S AFFIDAVIT

Personally appeared before me JOHN C.B. SMITH, JR. ("Owner"), who being duly sworn according to law, deposes and says on oath, as an inducement for Investors Title Insurance Company (the "Title Company") to issue a title insurance policy covering the property described on the attached Exhibit "A" (the "Property"), the following:

1. That there are no pending suits, judgments, or executions against Owner in any county in the State of South Carolina; and that there are no liens of record affecting the Property and Owner is not the same party named in the liens listed on the attached Exhibit "B".


2. That no improvements or repairs have been made on the Property during the ninety (90) days immediately preceding this date; that there are no outstanding bills incurred for labor employed and materials used in making any repairs or improvements on the Property, and that there are no unpaid bills or liens against the Property for sewerage, water main, sidewalk, or other improvements.

In the event of the falsity of any of these statements which leads to a title objection or in the event of a title objection arising from the date of the title commitment through the recording date, the undersigned agrees to promptly defend, remove, bond, or otherwise dispose of such title objection and to hold harmless and indemnify the Title Company and its agent against all expenses, costs, and attorneys' fees which may arise therefrom. The undersigned's obligations hereunder shall be in addition to and not in limitation of any warranty given to a purchaser or lender.

This Affidavit is made for the purpose of inducing purchaser to purchase the Property and of inducing the Title Company to provide title insurance coverage without exception to the foregoing matters.

SWORN TO BEFORE ME THIS

101 day of December, 2013



Notary Public (SEAL)

My commission expires: 12-12-16



JOHN C.B. SMITH, JR. (SEAL)

EXHIBIT "A"

That certain parcel of land, with improvements thereon, situate in Columbia, Richland County, South Carolina, being shown and designated as Parcel A-1D containing 14.0729 acres on Plat Prepared for John C.B. Smith, Jr. by Steadman & Associates, Inc. dated August 13, 2001, revised July 30, 2012, said plat being incorporated herein by reference, said property being more particularly described as follows:

Beginning at a rebar at the intersection of the western margin of the right-of-way of Cushman Drive and the northern margin of the right-of-way of Two Notch Road and running along Two Notch Road from rebar to rebar as follows: S73°39'15"W - 505.01 feet; S22°13'35"E - 5.03 feet; S73°39'15"W - 107.02 feet; thence turning and running along Parcel A-1C from point to point as follows: N16°47'10"W - 188.91 feet; N38°59'35"W - 440.10 feet; thence turning and running along Belvedere (Block "B") as follows: N52°02'35"E - 338.88 feet to a pinch top; N09°32'15"E - 204.50 feet to a rebar; thence turning and running along Parcel A-2 N76°12'55"E - 545.18 feet to a rebar; thence turning and running along Cushman Drive from rebar to rebar as follows: in a curve to the right having a radius of 596.62 feet, an arc distance of 166.97 feet, the chord of which runs S07°35'55"E - 166.42 feet; S00°29'55"W - 334.90 feet; in a curve to the left having a radius of 676.62 feet, an arc distance of 198.14 feet, the chord of which runs S07°52'35"E - 197.43 feet; S16°19'10"E - 179.21 feet; S28°40'05"W - 21.22 feet to the Point of Beginning.

EXHIBIT "B"

1. SC Department of Revenue Tax Lien No. 3-51241543-2 against Johnny Smith recorded in the Office of the Register of Deeds for Richland County in Book 1670 at page 2058
2. SC Department of Revenue Tax Lien No. 3-51635534-1 against John Smith recorded in the Office of the Register of Deeds for Richland County in Book 1909 at page 2832
3. Judgment in the matter of Palmetto Health Alliance vs. John Smith, Jr. filed in the Office of the Clerk of Court for Richland County in File No. 2005-CP-40-04033
4. Judgment in the matter of Ford Motor Credit Company, LLC vs. John Smith Sr. and John Smith Jr. filed in the Office of the Clerk of Court for Richland County in File No. 2009-CP-40-06703

ATTORNEY'S PRELIMINARY REPORT ON TITLE

This is to certify that I have caused the public records of Richland County, South Carolina to be examined with respect to title of the following property:

14.07 acres, Two Notch Road and Cushman Drive ,Columbia, SC

Based on the above-mentioned examination, I am of the opinion that the marketable fee simple title to said real estate is, as of the date of this report, vested in John C. B. Smith, Jr., subject to the following liens, encumbrances, and other objections:

1. 2013 real property taxes are now due and payable.
2. Easement to City of Columbia for water line as recorded in Book R558 at Page 1308.
3. Easement to SCE&G as recorded in Book 618 at Page 1895.
4. SC Tax Lien against Johnny Smith filed March 9, 2011 in Book 1670 at Page 2058 and against John Smith filed November 15, 2013 in Book 1909 at Page 2932..
5. Judgment (2005CP4004033) against John Smith, Jr. by Palmetto Health Alliance dba Palmetto Richland Memorial filed August 15, 2005
6. Order for Judgment against John Smith, Sr. and John Smith, Jr. by Ford Motor Credit Company, LLC filed February 19, 2010.

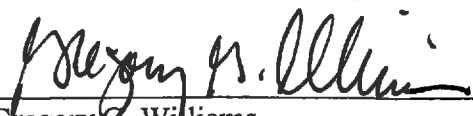
This Title Certificate covers a period from 06/12/1973 to 12.5.2013.

STANDARD EXCEPTIONS

1. Matters not disclosed by an examination of the title of the aforesaid records, which include but are not limited to, instruments not filed or properly indexed.
2. The completeness and accuracy of the assessor, auditor and treasurer records are not certified. There may exist the possibility that additional taxes will be assessed under the rollback provisions of Section 12-43-220 of the Code of Laws of S.C. 1976; in such case, said taxes are excepted from this report.
3. Such state of facts as would be revealed by a recent accurate survey and physical inspection of the property, including, but not limited to, possession, boundaries, location of improvements and rights of way, public or private easements, and encroachments.
4. Unfiled Mechanic's Liens or Materialmen's Liens if the statutory period for filing any such liens has not expired.

5. Sewerage charges from any municipal authority, or public service district or private utility, unrecorded in said ROD or Clerk's Office.
6. Water bills, not recorded in said ROD or Clerk's Office.
7. All laws, ordinances, and governmental regulations (including but not limited to truth in lending and consumer protection laws, building and zoning ordinances, flood way and flood plain determinations) restricting or regulating the character, use dimensions, or locations of any improvements now or there after erected on the land prohibiting a separation in ownership or reduction in the dimensions of area of land or the effect of any violation of such law, ordinance, or governmental regulation, or determination.
8. Rights of person in possession.
9. Exception is taken to judgements and proceedings filed only in Federal Court.
10. Any environmental protection lien recorded in the public records of filed in the records of the Clerk of the United States District Court for the district in which the land is located; or any environmental protection lien provided for in any state statute.
11. Gregory G. Williams, Attorney, LLC makes no representation concerning whether any restrictions on the property (if any) have been violated; and should there be a forfeiture or reversion of title provisions in the restrictions, Gregory G. Williams, Attorney, LLC makes no representation concerning whether a forfeiture or reversion has taken place because of such violation.
12. This report is intended solely for the benefits and use of the Client or entity to which it is addressed. Liability to any other person or entity is expressly disclaimed and denied.

Gregory G. Williams, Attorney, LLC



Gregory G. Williams
Attorney at Law
1331 Richland Street (29201)
Post Office Box 727
Columbia, South Carolina 29202
(803) 799-2211
(803) 799-5555

Dated: Dec. 17, 2013

TM

ASSIGNMENT OF CONTRACT

This Assignment made this 11 day of December, 2013, by JOHN C.B. SMITH, JR. ("Assignor") to EDWARD G. MENZIE ("Assignee"), as Qualified Intermediary pursuant to Treas. Reg. §§ 1.1031(b)-2 and 1.1031(k)-1(g)(4).

For and in consideration of the sum of Five Dollars (\$5.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all of his rights in and to that certain contract dated November 27, 2013, between Assignor and RICHLAND COUNTY, SOUTH CAROLINA (the "Contract").

This Assignment dated as of the date first above written.

ASSIGNOR:

 (SEAL)
JOHN C.B. SMITH, JR.

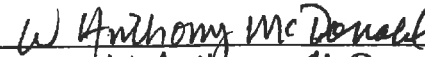
CONSENT TO ASSIGNMENT

The undersigned pursuant to the Contract, hereby consents to the within Assignment of Assignor's rights in the Contract. The undersigned agrees to look only to Assignor for conveyance of title under the Contract, and further agrees to hold Assignee harmless hereunder.

Richland County Attorney's Office

RICHLAND COUNTY, SOUTH CAROLINA


 12/11/13

By:  (SEAL)
Print Name: W. Anthony McDonald
Title: County Administrator

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

ACCEPTANCE OF ASSIGNMENT

Subject to the conditions set forth in the Contract and herein, the undersigned hereby acknowledges the within assignment of Assignor's rights in the Contract and consents to accept such assignment.

AS QUALIFIED INTERMEDIARY
 (SEAL)
EDWARD G. MENZIE

CORPORATE RESOLUTION

The Richland County Council at a meeting duly called in accordance with the bylaws of the Council, on the 15th day of October, 2013, Columbia, South Carolina, a quorum being present, passed the following resolution:

BE IT RESOLVED, that Tony McDonald, County Administrator, is hereby authorized and directed by the members of the above named Council to execute all documents facilitating the purchase of real property containing approximately 14.07 acres and being located at Two Notch Road and Cushman Drive in Richland County, SC (TMS# 14103-02-20A & 14102-01-03), for the purchase price of ONE MILLION TWO HUNDRED SIXTY-FIVE THOUSAND AND NO/100 (\$1,265,000.00) DOLLARS, in the name of Richland County.

A copy of Page Sixteen (16) of the official Minutes of the Council is attached as Exhibit "A," and incorporated herein by reference.

I hereby certify that the above resolution was properly passed by unanimous vote in executive session of the County Council meeting on October 15, 2013 and entered upon the Minutes of the Richland County Council.

By: *Monique Walters*
Its: Assistant to the Clerk of Council

Sworn to before me this 17th
day of December, 2013.

Marcella J. Thomas
Notary Public of South Carolina
My Commission Expires: 5-16-18

Lauren Hogan
Richland County Attorney's Office
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.



A. Settlement Statement (HUD-1)

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 013 099 1542	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Buyer: RICHLAND COUNTY, SOUTH CAROLINA 2020 HAMPTON STREET COLUMBIA, SC 29204	E. Name and Address of Seller: EDWARD G. MENZIE AS Q.I. FOR JOHN C. B. SMITH, JR. 1401 MAIN STREET, SUITE 1150 COLUMBIA, SC 29201	F. Name and Address of Lender:
G. Property Location: 14.07 ACRES, TWO NOTCH ROAD & CUSHMAN DR COLUMBIA, SC RICHLAND County, South Carolina	H. Settlement Agent: 58-2298829 GREGORY G. WILLIAMS, ATTORNEY, LLC 1331 Richland Street Columbia, SC 29201 Ph. (803)799-2211 Place of Settlement: 1331 Richland Street Columbia, SC 29201	I. Settlement Date: December 17, 2013

J. Summary of Buyer's transaction		K. Summary of Seller's transaction	
100. Gross Amount Due from Buyer:		400. Gross Amount Due to Seller:	
101. Contract sales price	1,265,000.00	401. Contract sales price	1,265,000.00
102. Personal property		402. Personal property	
103. Settlement Charges to Buyer (Line 1400)	4,186.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance		Adjustments for items paid by Seller in advance	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes 12/18/13 to 01/01/14	578.56	407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Buyer	1,269,764.56	420. Gross Amount Due to Seller	1,265,000.00
200. Amounts Paid by or in Behalf of Buyer		500. Reductions in Amount Due Seller:	
201. Deposit or earnest money	1,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to Seller (Line 1400)	98,516.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff First Mortgage	
205.		505. Payoff Second Mortgage	
206.		506. Dep. retained (\$1,000.00)	1,000.00
207.		507. 1031 EXCHANGE to EDWARD G. MENZIE/QUALIFIED	500.00
208.		508.	
209.		509.	
Adjustments for items unpaid by Seller		Adjustments for items unpaid by Seller	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes to		511. County Taxes 01/01/13 to 12/18/13	14,505.33
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Buyer	1,000.00	520. Total Reduction Amount Due Seller	114,521.33
300. Cash at Settlement from/to Buyer		600. Cash at settlement to/from Seller	
301. Gross amount due from Buyer (line 120)	1,269,764.56	601. Gross amount due to Seller (line 420)	1,265,000.00
302. Less amount paid by/for Buyer (line 220)	(1,000.00)	602. Less reductions due Seller (line 520)	(114,521.33)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Buyer	1,268,764.56	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	1,150,478.67

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Buyer
 RICHLAND COUNTY, SOUTH CAROLINA
 BY: Tony McDonald
 TONY MCDONALD
 County Administrator

Seller
Edward G. Menzie
 EDWARD G. MENZIE AS Q.I.
 JOHN C. B. SMITH, JR.

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION

Gregory G. Williams
 GREGORY G. WILLIAMS, Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

L. Settlement Charges				Paid From Buyer's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees	\$ 95,000.00				
Division of commission (line 700) as follows:					
701. \$ 95,000.00 to	DIAL REAL ESTATE, LLC				
702. \$	to				
703. Commission paid at settlement					94,000.00
704. Deposit Ret'd By Listing Agent	to DIAL REAL ESTATE, LLC	\$1000.00 (POC)			
705.					
800. Items Payable in Connection with Loan					
801. Our origination charge		\$	(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen		\$	(from GFE #2)		
803. Your adjusted origination charges			(from GFE #A)	0.00	
804. Appraisal fee	to		(from GFE #3)		
805. Credit Report	to		(from GFE #3)		
806. Tax service	to		(from GFE #3)		
807. Flood certification	to		(from GFE #3)		
808.			(from GFE #3)		
809.			(from GFE #3)		
810.			(from GFE #3)		
811.			(from GFE #3)		
900. Items Required by Lender to Be Paid in Advance					
901. Daily interest charges from	to	@ \$/day	(from GFE #10)		
902. MIP Tot Ins. for Life of Loan	months to		(from GFE #3)		
903. Homeowner's insurance for	years to		(from GFE #11)		
904.			(from GFE #11)		
905.			(from GFE #11)		
1000. Reserves Deposited with Lender					
1001. Initial deposit for your escrow account			(from GFE #9)		
1002. Homeowner's insurance	months @ \$	per month	\$		
1003. Mortgage insurance	months @ \$	per month	\$		
1004. Property taxes			\$		
County Taxes	months @ \$	per month			
1005.			\$		
1006.	months @ \$	per month	\$		
1007.	months @ \$	per month	\$		
1008.			\$		
1009.			\$		
1100. Title Charges					
1101. Title services and lender's title insurance			(from GFE #4)	1,619.00	
1102. Settlement or closing fee	to GREGORY G. WILLIAMS, ATTORNEY, LLC	1,619.00			16.00
1103. Owner's title insurance to INVESTORS TITLE INSURANCE COMPANY			(from GFE #5)	2,547.00	
1104. Lender's title insurance to INVESTORS TITLE INSURANCE COMPANY			\$		
1105. Lender's title policy limit		\$			
1106. Owner's title policy limit		\$ 1,265,000.00			
1107. Agent's portion of the total title insurance premium	to GREGORY G. WILLIAMS, ATTORNEY, LLC	\$ 1,528.20			
1108. Underwriter's portion of the total title insurance premium	to INVESTORS TITLE INSURANCE COMPANY	\$ 1,018.80			
1109.		\$			
1110.		\$			
1111.		\$			
1112.		\$			
1113.		\$			
1200. Government Recording and Transfer Charges					
1201. Government recording charges	to RICHLAND County Register of Deeds		(from GFE #7)	10.00	
1202. Deed \$ 10.00	Mortgage \$	Releases \$	Other \$		
1203. Transfer taxes			(from GFE #8)		
1204. City/County tax/stamps	Deed \$	Mortgage \$			
1205. State tax/stamps	Deed \$	Mortgage \$			
1206. SURVEY	to RICHLAND County Register of Deeds			10.00	
1207.					
1300. Additional Settlement Charges					
1301. Required services that you can shop for			(from GFE #6)		
1302. Attorney fee	to MCNAIR LAW FIRM, P.A.	\$			4,500.00
1303.		\$			
1304.		\$			
1305.		\$			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				4,186.00	98,516.00

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

Certified to be a true copy.

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Buyer RICHLAND COUNTY, SOUTH CAROLINA

BY: Tony McDonald
TONY McDONALD
County Administrator

Seller Edward G. Menzie
EDWARD G. MENZIE AS O

JOHN C. B. SMITH, JR.

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

GREGORY G. WILLIAMS, Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES

HUD-1 Attachment

Buyer(s): RICHLAND COUNTY, SOUTH CAROLINA
2020 HAMPTON STREET
COLUMBIA, SC 29204

Seller(s): EDWARD G. MENZIE AS Q.I. FOR JOHN C. B. SMITH, JR.
1401 MAIN STREET, SUITE 1150
COLUMBIA, SC 29201

Settlement Agent: GREGORY G. WILLIAMS, ATTORNEY, LLC
(803)799-2211

Place of Settlement: 1331 Richland Street
Columbia, SC 29201

Settlement Date: December 17, 2013

Property Location: 14.07 ACRES, TWO NOTCH ROAD & CUSHMAN DRIVE
COLUMBIA, SC
RICHLAND County, South Carolina

Title Services and Lender's Title Insurance Details	BORROWER	SELLER
Attorney fee	1,000.00	
to GREGORY G. WILLIAMS, ATTORNEY, LLC		
Title Examination & Title Opinion	150.00	
to GREGORY G. WILLIAMS, ATTORNEY, LLC		
Copies, postage & courier fees	45.00	
to GREGORY G. WILLIAMS, ATTORNEY, LLC		
Title Search	424.00	
to STATEWIDE TITLE SERVICES OF SOUTH CAROLINA, LLC		
Total	\$ 1,619.00	\$ 0.00

Settlement or Closing Fee Details <small>*borrower portion also shown above in Title Services and Lender's Title Insurance Details</small>	BORROWER	SELLER
Attorney fee	1,000.00	
to GREGORY G. WILLIAMS, ATTORNEY, LLC		
Title Examination & Title Opinion	150.00	
to GREGORY G. WILLIAMS, ATTORNEY, LLC		
Copies, postage & courier fees	45.00	
to GREGORY G. WILLIAMS, ATTORNEY, LLC		
Title Search	424.00	
to STATEWIDE TITLE SERVICES OF SOUTH CAROLINA, LLC		
Wire fee		16.00
to ASB		
Total	\$ 1,619.00	\$ 16.00

Owner's Title Insurance	BORROWER	SELLER
Owner's Policy Premium	2,547.00	
to INVESTORS TITLE INSURANCE COMPANY		
Total	\$ 2,547.00	\$ 0.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

RICHLAND COUNTY, SOUTH CAROLINA

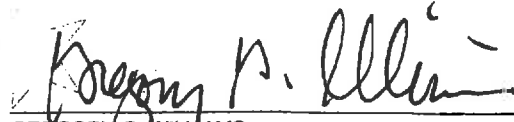
BY: Tony McDonald
TONY McDONALD
County Administrator

Edward G. Menzie
EDWARD G. MENZIE AS Q.I.

John C. B. Smith, Jr.
JOHN C. B. SMITH, JR.

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.



GREGORY G. WILLIAMS
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.



121 North Columbia Street (27514) 919.968.2200, 800.326.4842
 P.O. Drawer 2687 Fax: 919.968.2227
 Chapel Hill, North Carolina Email: corporate@invtitle.com
 27515-2687 www.invtitle.com

Rev. 9/2011

Investors Title Company Privacy Statement

FACTS	WHAT DOES INVESTORS TITLE COMPANY DO WITH YOUR PERSONAL INFORMATION?
--------------	---

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
-------------	--

What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and transaction history • purchase history and mortgage rates and payments • checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
--------------	--

How?	All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons Investors Title Company chooses to share; and whether you can limit this sharing.
-------------	--

Reasons we can share your personal information	Does Investors Title Company share?	Can you limit this sharing?
For our everyday business purposes- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	No
For our affiliates to market to you	No	No
For nonaffiliates to market to you	No	We don't share

Questions?	Call 800-326-4842 or go to www.invtitle.com
-------------------	---

Who we are	
Who is providing this notice?	Investors Title Company, Investors Title Insurance Company, National Investors Title Insurance Company, Investors Trust Company*
What we do	
How does Investors Title Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We will continue to enhance our physical, electronic and procedural safeguards as new technologies become available.
How does Investors Title Company collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> • open an account or apply for insurance • file a claim or provide your mortgage information • show your government issued ID We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes -information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Investors Title name; financial companies such as Investors Title Insurance Company; and nonfinancial companies such as Investors Title Management Services, Inc.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Investors Title Company does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • <i>Investors Title Company does not jointly market.</i>

Other Important Information	
*This notice also applies to Investors Title Exchange Corporation, Investors Title Accommodation Corporation, Investors Title Management Services, Inc., and Investors Title Capital Management Company. Investors Title Company may disclose information to Nonaffiliates as permitted by law.	

Acquisition, Lease, and Disposal of County Real Property

I. Purpose

The purpose of this document is to establish a framework through which the County Administrator may consider its real property assets and make recommendations to Council for real property acquisition and disposal.

Authority

S.C. Code Ann. Section 4-9-30 provides that a county governing body has the power “(2) to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property; and to acquire tangible personal property and supplies;” and “(3) to make and execute contracts.”

Nothing herein shall diminish County Council’s authority to acquire, lease, purchase, sell or otherwise dispose of real property, or to enter into contracts. Real property disposition normally should be handled by County Council or the County Administrator, although other officials may be designated by the Administrator to assist in the disposition of real property.

II. Acquisition of Real Property

The County may acquire property for such purposes as, including but not limited to, the following:

1. When County Council authorizes a construction project through the Capital Improvement Program (CIP) and the County does not have a suitable real property for it; or
2. For economic development projects through the Economic Development Department; or
3. For the acquisition of rights-of-ways through the Penny Transportation Program; or
4. Conservation easements.

Procedures

Real property acquisition should be based upon fair market value, unless circumstances indicate an acquisition can be made for a lesser value. Absent extraordinary circumstances (such as an unusual time exigency), at least one appraisal by a certified appraiser should be received to determine the fair market value of the real property, conforming to the Uniform Standard of Professional Appraisal Practices.

Real estate contracts, deeds and related legal instruments should be prepared by or reviewed by the County Legal Department before execution by the County.

Consultation should be made with the Finance and Budget and Grants Management directors, or their designees, to confirm:

- a. That the purchase or acquisition is specifically authorized in the CIP budget; and
- b. The availability of funds to pay for the interest in real property according to proposed contract terms.

All recommended real property transactions require a real property disposition summary prepared for review by approval authorities to include such information as:

- a. A property name or designator
- b. Property Address
- c. Acreage, plus or minus
- d. Intended Use
- e. Total acquisition cost
 - i. Must include the purchase price and any additional costs of acquiring the real property such as title work, survey, closing costs, earnest money, etc.
- f. Total cost to Use the real property
 - i. Any related costs required to prepare the real property for its intended use, such as major or incidental construction or renovation, site preparation, professional fees, and utility connection fees
- g. Funding Source
- h. Due Diligence Period Expires
- i. Closing Date
- j. "Point of No Return" Date (NOTE: may be different from the expiration of the due diligence, feasibility or inspection period).

III. Disposal of Real Property

The County may dispose of surplus real property by sale or lease for, including but not limited to, the following purposes:

1. When the County does not intend to use or have a need for the real property; or
2. Upon request from a political subdivision or local government agency such as, but not limited to, state agency, municipality, board, commission, etc.; or
3. Upon request from a non-profit organization serving the public interest such as, but not limited to, health care, housing, social services, recreational activities, education; or
4. Upon request from a community development corporation for urban or suburban redevelopment such as, but limited to, affordable/workforce housing, mixed use development, or to provide social services; or
5. Economic development.

Procedures

There is hereby created a list to be known as the Surplus Real Property List (SRPL), the same to be maintained by the County Administrator and published for the public. The SPL will include real properties approved for sale, trade, encumbrance, or other action divesting Richland County of an ownership interest. All real properties on the surplus list shall be approved by the Administrator and sent to County Council for concurrence.

Surplus real property shall remain on the Surplus Real Property List until disposed of, unless the County Administration decides otherwise or the County Council removes the real property from the list. If the County Administrator decides to remove a property from the SRPL, the Administrator will notify County Council.

Surplus real property shall be disposed of by one of the following methods:

- a. Sealed bid process for real property valued up to \$25,000;
- b. Listing the property with a Procurement qualified private broker for real property valued at more than \$25,000;

- c. Listing the property for auction when a selected, Procurement qualified broker recommends that this method is the most advantageous for the County; or
- d. Any other method determined by the County Administrator, with the approval of County Council, to be commercially reasonable considering the type and location of property involved.

Prior to the disposal of real property, the Procurement Manager shall publish a notice online on the County's website, in the South Carolina Business Opportunities Newsletter (SCBO), and any other newspaper of general circulation, as deemed appropriate. The failure to provide the notice described herein shall not compromise the County governing body's power to dispose of property under the Home Rule portions of State law cited herein.

Unless otherwise directed provided by resolution, real property on the SRPL is approved by the County Council for sale and may be sold for:

- a. Not less than the fair market value, with fair market value being determined by:
 - i. Not less than one (1) certified real estate appraiser if the fair market value is determined to be less than two hundred fifty thousand dollars (\$250,000.00); or
 - ii. Not less than two (2) certified real estate appraiser if the fair market value is determined to be two hundred fifty thousand dollars (\$250,000.00) or more.

The general terms of sale shall be within the discretion of County Council.

All properties, independent of their values, shall be subject to disposition process as outlined in this policy.

The County Administrator, through the Finance Department (Procurement Division), shall provide to the County Council an annual report in the month of January, detailing all real properties sold, traded, encumbered, or divested by the administration over the past fiscal year ending on June 30th, which report shall contain:

- a. Property names and addresses;
- b. The approximate size of each real property;
- c. The acquisition amount paid for each real property and acquisition date;
- d. Surplus date;
- e. All appraisals and estimates, if any;
- f. The consideration received in the sale of each property;
- g. The names of buyer(s) involved in each transaction; and
- h. The date of sale.

Proceeds from the sale of surplus real property will be credited as follows:

- a. If purchased with General Fund funds or previously donated to the County: proceeds will be credited to the General Fund Capital Project Fund 1308 RC Property Sales to be used to finance capital projects.
- b. If purchased with Special Revenue funds: proceeds will be credited to the respective fund with which the purchase was paid from such Accommodations Tax, Hospitality Tax, Emergency Telephone, Economic Development, Transportation funds, etc.

- c. If purchased with Enterprise funds: proceeds will be credited to the respective fund with which the purchase was paid from such as Utilities, Solid Waste, Airport, etc.

IV. Real Property Asset Classifications

The following real property asset classifications will be considered to assess each real property asset owned by Richland County.

- a. General Government
- b. Public Safety
- c. Public Works
- d. Economic Development
- e. Health and Social Services

V. Use of an Agent or Broker

When listing the real property with a private broker as appropriate and necessary, the County Administrator may solicit and contract with a real-estate broker to represent the County for purchase and divestiture of real property greater than \$25,000. The broker must be from and familiar with the area in which the property is being sold. The Procurement Division will establish a list of qualified brokers for use by the County Administrator in selecting the broker who will best meet the needs of the County.

The commission paid to said broker would align with the Economic Development Committee recommended commissions (Exhibit A). Minor transactions under \$25,000 may not require the professional services of a real-estate broker and may be disposed of through a sealed bid process.

VI. Relevant State Laws and County Ordinances

The disposition or purchase of real property owned by Richland County is under the authority of the county's governing body. S.C. Code Ann. Section 4-9-30 provides in part:

“...each county government within the authority granted by the Constitution and subject to the general law of this State shall have the following enumerated powers which shall be exercised by the respective governing bodies thereof:

- a. to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property...”

Richland County Ordinance 2-29 states:

“Public hearings, upon giving a reasonable public notice shall be held before final council action is taken to:

- a. ...Sell, lease or contract to sell or lease real property owned by the County”

Richland County Ordinance 2-143 states:

“Procurement...

- a. ...Upon request of the council, and subject to its approval of each transaction, performing all delegable functions in connection with acquisition and disposal of real property”

VII. Definitions

As used in this policy, the following term shall mean:

Real property or Property. The term “real property” or “property” shall include lands, tenements, and hereditaments.

Real Estate Broker. A person who has taken education beyond the agent level as required by state laws and has passed a broker’s license exam. Brokers can work alone or can hire agents to work for them.

Real Estate Commissions
Economic Development Committee Meeting

February 5 2019

Overview

Richland County has added more than 500 acres to its inventory in the past five years. The goal in adding these properties is

Recommendation

Staff recommends the adoption of commissions as a practice with the following policies and procedures:

- 1) **Client Registration**: Commercial/industrial real estate brokers/agents shall submit to the Department of Economic Development a copy of an executed buyer/tenant representation agreement wherein the effective dates of such agreement are clearly spelled out. The registration shall clearly indicate which tract(s) of County-owned real estate are being exposed to the specific client. The Department will notify the broker/agent that the representation agreement has been received and accepted and placed in a confidential file in the Department's offices. Unless the Department receives a copy of an executed extension agreement from the broker/agent, then the registration will be voided by the Department as of the ending date in the original agreement.
- 2) **Raw Land Sales Commissions**: The County shall pay at the closing of the sale a commission of 3% on raw land where the total sales price or value is \geq \$1 million. The County shall pay at the closing of the sale a commission of 4% on raw land where the total sales price or value is $<$ \$1 million.
- 3) **Building Sales**: The County shall pay at the closing of the sale a commission of 3.5% on the total sales price or value of a building, to include the land upon which it is situated and all improvements thereto. In the case of County-owned "speculative" or "shell" buildings, the 3.5% commission shall be payable on the "as built" price or value, including the land and improvements thereto, as opposed to the "finished out" cost or value of the building.
- 4) **Building Leases**: The County shall pay a commission of 4% of the total cash-out value of a lease. The payment schedule of the commission shall be negotiated with by the broker on a case by case basis.

Assemblage: The County retains the right to contract with a single member of the industrial/commercial brokerage community on the assemblage of tracts of land, with or without multiple ownerships, as may be required for major economic development projects and-or for future business parks or other economic development purposes. The commissions paid for this service shall be negotiated on a case-by-case basis.



Agenda Briefing

Prepared by:	Michael A. Byrd	Title:	Director
Department:	Emergency Services	Division:	Fire
Date Prepared:	November 1, 2022	Meeting Date:	November 15, 2022
Legal Review	Patrick Wright via email	Date:	November 8, 2022
Budget Review	Abhijit Deshpande via email	Date:	November 7, 2022
Finance Review	Stacey Hamm via email	Date:	November 7, 2022
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Regular Session		
Subject	Fire Suppression Services - Intergovernmental Agreement Extension		

RECOMMENDED/REQUESTED ACTION:

Staff recommends authorizing the County Administrator to renew the Intergovernmental Agreement (IGA) for Fire Suppression Services with the City of Columbia for three years.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The current Intergovernmental Agreement for Fire Suppression Services (IGA) with the City of Columbia will expire in January 2023. The recommendation is to extend the IGA for three years. The County Fire Service is funded by the Fire Millage collected by Richland County. The money collected within the City of Columbia is given directly to the City and is not used to fund any portion of the IGA.

The majority of the County's fire budget supports the Fire IGA. The remaining portion funds the services provided by Richland County – fire marshals, code enforcement, emergency planning, cause & origin (arson), and other support services such as communications and major equipment purchases. The current amount budgeted for the IGA in budget year 2022 – 2023 is \$23,000,000.

Applicable department/grant key and object codes: 1206220000-5276

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

None applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Background

As part of the services provided by the Emergency Services Department, Richland County and the City of Columbia have an intergovernmental agreement (IGA) for fire suppression. The current IGA for fire service expires in January 2023. This service supports Strategic Plan Goal 3 - Fiscal Responsibility (3.3); Goal 4 - Community Enhancement (4.2); Goal 7 - Operational Excellence (7.3, 7.7). Because of the improvements Richland County has made over the years to stations, equipment, and personnel, we currently have a Public Protection Classification (PPC) of two (2). This is an excellent rating for a rural fire service. The objective is to maintain or improve the current Richland County PPC of two (2).

Following is a chronology of previous actions related to the IGA:

- 1990 Richland County expanded the rural fire suppression service and partnered with the City of Columbia. A separate fire district was created to fund fire service. The County’s buildout of stations is designed to “stand alone” if the County or the City decide to separate.

- 1995 Numerous extensions of the IGA began in 1995.

- Dec 05, 2017 Current IGA created by the County Administrator and agreed to by the City.

- March 05, 2018 IGA signed by County Administrator

- April 05, 2022 Council notified the current IGA will expire in January 2023 with the following alternatives:
 - 1. Renew the existing IGA.
 - 2. Draft a new IGA
 - 3. Begin the process of implementing a separate County fire service.

Conclusion

While both the City and Richland County have reservations concerning certain parts of the current agreement, the agreement is working to provide fire suppression service to both the City's and County's citizens. Efforts to improve the administration of the current agreement are ongoing by both parties.

Though the City and County have a unified fire suppression response system, and the Insurance Services Office (ISO) simultaneously reviews the City and County, ISO issues separate ratings for each entity. The current ISO Public Protection Classification (PPC) for Columbia is a one (1), and Richland County is rated as a (2) two. Both classifications are exceptional considering the factors of the rating schedule and the challenges to meet the requirements.

ISO last reviewed the City and the County in March 2016. Both the City and Richland County are scheduled for the next ISO review soon - possibly beginning in the spring of 2023. Due to the proximity the pending IGA's expiration to the next ISO review and rating period, Chief Jenkins and Director Byrd believe it is prudent to delay discussion of any changes to the current IGA as well as support extending the existing IGA for up to three (3) years to complete the review of and discussions about the future of the IGA. Changes to the agreement, contentious/prolonged negotiations, and/or implementation of a new agreement during the review and ratings process may be detrimental and jeopardize the current ISO PPC. The current IGA contains language that allows either party to terminate the agreement with appropriate advance notice if necessary.

ADDITIONAL COMMENTS FOR CONSIDERATION:

ATTACHMENTS:

1. Current Intergovernmental Agreement

1. DEFINITIONS:

- a. "Automatic Aid" refers to the immediate dispatch of Richland County or Columbia fire suppression resources to areas outside of the Service Area and/or Columbia city limits for an emergency call or incident.
- b. "Automatic Vehicle Location System" or "AVL" refers to the system that is used by the 911 Call Center to track the location of emergency vehicles in real time.
- c. "Columbia-Richland Fire Department Oversight Committee" or "CRFDOC" refers to the committee jointly established by the City of Columbia and Richland County councils.
- d. "Computer Aided Dispatch" system or "CAD" refers to the system used by the 911 Call Center to process emergency calls, incident information, emergency vehicle identification, routing and other information used in the dispatching and tracking of calls and emergency vehicles to emergency scenes.
- e. "County" or "Richland County" shall refer to Richland County, Richland County Council, Richland County Administrator or his designee.
- f. "County Fire Service Area" or "Fire Service Area" or "FSA" refers to the area where fire suppression services are provided by the CRFD in the unincorporated areas of Richland County, the City of Forest Acres, the Town of Arcadia Lakes, the Town of Blythewood, and the Town of Eastover.
- g. "Columbia" shall refer to the City of Columbia, Columbia City Council, and Columbia City Manager or his designee.
- h. "Columbia Financial Responsibility" is defined as the responsibility of Columbia to spend funds provided by Richland County in the manner approved and budgeted and to collect water fees or other fees as agreed upon and as described in this Agreement, and to properly account for all personnel, operational funds, equipment and supplies.
- i. "Communications Center" refers to the Columbia-Richland Emergency Communications Center, which serves as the Public Safety Answering Point and dispatch center.
- j. "Contract Administrator" or "CA" refers to Richland County and the City of Columbia's authorized and assigned individuals to monitor for compliance of this Agreement through the Columbia-Richland Fire Department Oversight Committee.
- k. "County Fire District" refers to a duly adopted taxing district that includes all areas in Richland County. An ad valorem tax is collected to provide funding for Richland County services.
- l. "Equipment" refers to vehicles, small engine equipment, and all other small equipment, tools and electronics purchased with County funds, carried on County-owned vehicles, and/or located in County-owned stations or offices.
- m. "Fire Advisory Committee" or "FAC" refers to the committee which will provide advisory input into the operations of the fire suppression service outlined in this Agreement.
- n. "Fire Services" shall refer to fire suppression, rescue, hazardous materials response and control, and any other services approved and funded by Richland County.
- o. "ISO" is the Insurance Services Office. ISO evaluates and rates fire districts and departments.

p. "Minimum Staffing" refers to the established minimum staffing levels for fire shifts throughout the County Service Area and the City of Columbia limits as defined by NFPA 1710 and other needs as determined by the City of Columbia.

q. "Mutual Aid" refers to the dispatch of Richland County or Columbia fire suppression resources to areas outside of the Service Area and/or Columbia city limits after another jurisdiction requests direct assistance.

r. "National Fire Protection Association" or "NFPA" refers to the association which sets codes and consensus standards for the fire service.

s. "Occupational Safety and Health Administration" or "OSHA" refers to the organization which regulates all worker safety.

t. "Operational and/or Administrative Authority" is defined as the authority contractually delegated to Columbia by Richland County under this Agreement. Agreement, to be used in the provision of approved services, as outlined and funded by Richland County.

u. "Operational Oversight" is defined as Richland County's authority to approve and monitor all services funded by this Agreement.

v. "Overtime" or "OT" refers to the time a worker who is funded through this Agreement and has worked over the time threshold as defined by the Fair Labor Standards Act for the employee's position.

w. "Public Protection Classification" or "PPC" refers to the ISO classification used to provide a quantitative value of a fire department's fire suppression capability.

x. "Richland County Financial Responsibility" is defined as the responsibility of Richland County to budget, collect taxes, collect fees and other sources of revenue, to monitor Columbia's spending of budgeted funds, to monitor equipment and supplies purchased under this Agreement, to distribute funds required to administer this Agreement.

y. "Service Area" is defined as all areas of Richland County except those areas that are included in the incorporated limits of Columbia and the Town of Irmo.

z. "Support Personnel" refers to the employees and costs associated with staff that are necessary to carry out the management and administrative functions of this Agreement.

2. ORGANIZATION:

a. A Fire Advisory Committee (FAC) shall be established consisting of the following members: Richland County Council will elect one Richland County Council Member, who represents primarily unincorporated areas of Richland County; Columbia will select one Columbia City Council Member; County Administrator or a representative; City Manager or a representative; Richland County Emergency Services Director; Columbia Assistant City Manager; and the Columbia Fire Chief. Both parties can appoint one additional member each.

b. The purpose of the FAC is to provide advisory recommendations into the department's policies, procedures, budget requests, and planning as it relates to providing fire service in the Richland County Service Area and in Columbia. The FAC should meet no less than quarterly.

c. Fire Chief. If applicable, during the term of this Agreement, the Fire Chief shall be selected by the Columbia City Manager as set forth in City Code and State law. The City Manager will provide

information on any applicants being considered to the County Administrator and receive in writing input for consideration on the selection of the Fire Chief. The FAC and the County Administrator will provide input into the Fire Chief's annual performance review submitted in writing to the City Manager.

d. A Columbia-Richland Fire Department Oversight Committee will be jointly established by the City and Columbia and the Richland County councils to ensure that the interests of city and County residents are considered, related to the planning and provision of fire suppression services within both jurisdictions. The City Manager and the County Administrator will present their respective councils the proposed CRFDOC's charge and membership for approval within 90 days of the execution of this Agreement.

3. OPERATIONAL IMPLEMENTATION:

a. All incident operational responsibilities outlined under this Agreement will be conducted using current National Incident Management System guidelines and the Incident Command System.

b. It is agreed that all Richland County fire assets authorized by this Agreement, and assigned to Richland County stations, are available for automatic aid response in Columbia and may be dispatched and used on emergency calls within Columbia. It is agreed that all Columbia fire assets assigned to Columbia stations are available for automatic aid response in Richland County and may be dispatched to calls in the County Fire Service Area.

c. Richland County further delegates to the Fire Chief to assign, limit or restrict the use, for safety reasons, of any and all fire vehicles purchased with Richland County funds and used in the administration of this Agreement. Richland County shall provide to the Fire Chief all applicable policies related to the operations of Richland County owned vehicles to ensure the vehicles are operated consistent with Richland County policies regarding the use of County vehicles.

d. All Richland County fire resources shall be available for automatic and mutual aid response to any surrounding jurisdictions provided it does not create a shortage of fire suppression capabilities in the Fire Service Area and the automatic aid Agreements have been approved by Richland County.

e. Any and all Agreements for automatic aid or mutual aid entered into by Richland County with any other agency or governmental entity will be activated with the Fire Chief and by incorporating them into the emergency response protocols for fire suppression response, and in Communications Center resources such as AVL and CAD, and in all practical applications.

4. CITY OF COLUMBIA:

a. Tactical operations will be administered using Standard Operating Procedures, Standard operating Guidelines, policies and procedures as approved by the Fire Chief.

b. A training and deployment plan for the water shuttle operations program will be maintained and exercised bi-monthly to improve training and implementation of the water shuttle system.

c. The Columbia Fire Chief will prepare a fire services Agreement report to be presented to Richland County. A reporting system will be agreed upon during the first 90 days of this Agreement that will include the electronic inventory reporting and staffing software interfaces. All additional data requests shall be routed through the County Administrator's Office to the City Manager's Office.

d. All front line fire response vehicles will utilize the AVL and dispatch CAD system to determine closest appropriate response unit. This information will also be used to determine the correct number of units needed to respond to emergency calls as identified by the type of call.

e. The City, at its own expense and outside of the funds budgeted and allocated herein shall maintain its own vehicles, apparatus, and fire trucks through the City's normal fleet services program.

e. The City of Columbia will conduct an audit of this Agreement every two years. A copy of the results shall be provided to Richland County and the CRFDOC. The audit will be performed by a third party.

f. The City of Columbia will inspect the rural water supply infrastructure on a regular basis and provide a report to the County and the CRFDOC, which will include recommendations for maintenance and/or improvements.

g. Upon execution of this Agreement and within the first 90 days, the Columbia Fire Chief, along with staff from the County's Emergency Service Department, shall evaluate the format and the information that will be included in a monthly report that will be presented to Richland County and the CRFDOC.

h. The City of Columbia, at its own expense and outside of the funds budgeted and allocated herein will be responsible for routine maintenance of stations and equipment owned by the City.

i. The City of Columbia will require fire hydrants along new water system lines at distances outlined by the International Building Code and the Insurance Services Office (ISO).

j. All hydrants located in the Service Area owned by Columbia shall be inspected yearly, repaired, maintained, tested and marked per ISO and other applicable standards. The City of Columbia will endeavor to repair hydrants within thirty (30) days' notice of receiving information a hydrant is inoperable and/or establish a contingency plan for alternative water supply coverage when deemed necessary.

5. RICHLAND COUNTY:

a. Richland County retains the right to monitor this Agreement and report findings to the CRFDOC. The CRFDOC and Richland County shall have access to any records pertaining to the administration of this Agreement and all data collected by Columbia in its implementation of this Agreement.

b. Richland County maintains the right to conduct at its sole cost and expense an audit of any and all parts of this Agreement to ensure compliance, however, a draft copy of the results shall be provided to both the County and the City.

c. All Richland County buildings, vehicles and large pieces of equipment will be insured by Richland County, with limits of liability as established by South Carolina law for governmental entities, at the County's sole cost and expense.

d. Richland County will determine where new or relocated stations will be constructed in the Service Area with the approval of the Fire Chief. Richland County will design, fund and build expansion stations in accordance with Richland County's strategic and capital improvement plans. No construction technique, building material, site location, building design or any other dynamic will be implemented that may compromise the City's ability to maintain operational functionality, personnel safety and/or the department's ability to meet the requirements of this Agreement.

e. The County will maintain and/or improve the rural water supply infrastructure to include, but not be limited to the dry hydrant system according to the report referenced in Section 4.g of this Agreement.

f. Any pressurized water supply system will be reviewed by the Fire Chief prior to installation to ensure interoperability with existing systems and to maintain continuity with current operational methodology.

g. Richland County, at its own expense and outside of the funds budgeted and allocated herein will be responsible for routine maintenance of stations and rolling stock (i.e., apparatus, and vehicles) owned by Richland County. Fleet maintenance shall be accomplished through the County's normal fleet services program. The County, with the advice of the Fire Chief, shall establish a routine fleet maintenance schedule.

h. Effective January 1, 2018, the County, at its own expense and outside of the funds budgeted and allocated herein, shall maintain its own vehicles, apparatus, and fire trucks through the County's normal fleet services program. The County will adjust the City's allocation under this Agreement accordingly. The City shall notify the County of any known issues with any County vehicles that require maintenance outside of the routine fleet maintenance schedule. The County shall effectuate repairs and maintenance in a timely manner.

6. PERSONNEL:

a. Only positions authorized and funded under this Agreement (see Appendices B.1 and B.2) and used in the manner approved by Richland County shall be paid from the adopted and approved Richland County fire suppression budget.

b. Columbia will maintain its software interface used to properly track and charge all personnel costs to the corresponding (City or County) budget.

c. Under the terms of this Agreement, the City has its employees assigned to the County Service Area, and its employees must receive the corresponding salary packages as approved by Columbia City Council for all firefighters. The County during the term of this Agreement shall provide equivalent personnel funds for those City employees assigned to the County through its budgeting process.

d. The City will submit, through the County's biennial budget process, the personnel and operating costs for the provision of fire services response in the County Fire Service Area.

e. Overhead personnel costs will be jointly funded by Richland County and the City of Columbia to support the operations of the Columbia-Richland Fire Department, which includes the Richland County Fire Service Area. The overhead funding to support such operations will be funded as outlined in Appendix A of this Agreement and is subject to approval by each party. The overhead personnel costs will be appropriately charged within the approved County and City budgets, with each party being charged its proportionate share of such personnel cost, including salaries plus benefits.

f. Fire-shift (24-hour) staffing personnel will be funded by Richland County and the City of Columbia based on minimum staffing levels as outlined in Appendices B.1 and B.2. The career fire shift staffing personnel cost will be appropriately charged to each station budget by general ledger code. The Fire Department will maintain a software interface with its current staffing software and the financial software used by the City to accurately track actual personnel cost to ensure all cost funded by Richland County and the City of Columbia are charged appropriately. This will ensure all personnel working on a City or County unit are charged to that unit and the minimum staffing levels are maintained as stated in Appendices B.1 and B.2.

g. The Fire Department will staff each career fire shift position based on ISO fire company distribution of on-duty personnel and best industry practices, which meet South Carolina-

Occupational Safety and Health Administration (SC-OSHA) regulations and the National Fire Protection (NFPA) Standard 1710, for fire suppression deployment operations for interior structural firefighting operations and rescue activities for initial arriving companies and initial full alarm assignment capabilities. The Fire Chief or his designee will endeavor to maintain the established minimum staffing levels for fire shifts on a daily basis. However, it is understood these minimum levels may be adjusted as necessary while accomplishing the overall mission of the department.

n. With the exception of volunteer firefighters, personnel authorized and funded by Richland County under this Agreement, shall be considered City of Columbia employees and subject to the personnel, health and safety policies of Columbia.

i. Personnel funded by Richland County will be stationed in the Service Area and personnel funded by Columbia will be stationed in areas inside of Columbia City limits.

j. Any temporary movement of County personnel used to fill shortages or vacancies at Columbia stations must be accounted for by location, with costs assigned to the appropriate budget (i.e., if County-funded personnel are moved to a City fire station for any shift, the City shall be required to pay all personnel costs/overhead for that employee for such shift). The City must keep a daily log of any such movement using the TeleStaff software or any other appropriate software, which shall be immediately available to the County's CA and/or the CRFDOC upon request, and which shall also be included in the quarterly reports to the County. Subject to paragraph 4.i., the Fire Chief or his designee will have the authority to move and/or reassign or transfer personnel but must stay within the established Richland County fire budget.

k. The Fire Chief will establish a program for volunteer recruitment, retention, promotion, credentialing, and career development, which program will be managed by a staff officer, whose role will be to recruit and retain volunteer firefighters for staffing each volunteer fire station as defined for the Service Area as listed in Appendix B.1 (volunteer staffing by station).

7. VOLUNTEER FIREFIGHTERS:

a. Under the terms of this Agreement all volunteer firefighting personnel will report through the chain of command to the Office of the Fire Chief and will perform their duties as defined and at the discretion of the Fire Chief. The Fire Chief will have the authority to appoint or remove any volunteer firefighter with input from the County's Emergency Services Department Director. As volunteer firefighters are not regularly paid City employees, volunteers will receive ONLY their routine fuel reimbursements, which shall come from the Richland County line item budgeted solely for this purpose. No other costs may be paid out of the fuel reimbursement line item. All volunteers will be subject to all departmental policies, rules and regulations as set forth by the Fire Chief.

b. Richland County shall provide Worker's Compensation Insurance for volunteers that will supplement the present statutory worker's compensation benefits for volunteer fire fighters. The County, at its discretion, may self-fund these benefits. No Worker's Compensation claims will be paid by the County for any City employee under this Agreement (see Sec. 7.a). The following requirements pertaining to worker's compensation shall apply to this Agreement:

i. The City, upon notice of an injury or claim by a volunteer, shall notify the County Risk Manager of such injury or claim within four (4) hours of such notice:

ii. The City, its employees, agents, or anyone under its control or supervision, shall NOT direct the care or treatment of any County claimant, nor may it attempt to direct or administer the claim in any way. The County's Risk Manager will provide Richland County's policies and protocols to the Fire Chief, who will make it part of the CRFD's Standard Operating Guidelines (SOG).

iii. Any City employee shall make all claims for injury of any kind to the City.

c. A volunteer's privately owned vehicle may be authorized by Richland County to use red emergency lights and siren when responding to an authorized emergency call. Volunteers and their vehicles must meet criteria and guidelines established by the Richland County Fire Marshal. Each vehicle approved by Richland County must display an "Authorized Emergency Vehicle" decal issued by Richland County. Volunteers will be issued an "Emergency Vehicle Authorization" identification card that must be carried while operating a designated privately emergency vehicle. Richland County will accept all liability resulting from damages incurred from emergency response with privately owned "Authorized Emergency Vehicles."

d. Volunteers designated by Richland County to operate a privately owned emergency vehicle using red lights and sirens, must be pre-approved by the Richland County Fire Marshal's office. Volunteers approved to operate a privately owned emergency vehicle must meet all requirements as established by the Richland County Fire Marshal.

e. All fire fighters authorized under this Agreement will receive the same level of training regardless of career or volunteer status and must maintain defined standards, including but not limited to professional proficiency, physical fitness and training hours, as set by the Fire Chief. All volunteer firefighters will be encouraged to participate in riding on all fire units, career and volunteer, in addition to the minimum staffing levels to ensure a seamless fire fighting force and to enhance training sessions and the cohesiveness of firefighting personnel on the fire ground during emergencies.

8. FIRE FIGHTER TRAINING

a. Training will be provided equally to career and volunteer fire fighters and shall be conducted on weekends, weekdays, and weeknights and at hours that accommodate career and volunteer firefighter work schedules.

b. A training schedule will be coordinated and published in May of each year outlining the classes being offered for the next twelve (12) months, starting in July of each year. All published classes will be conducted regardless of limited volunteer fire fighter attendance. Should classes targeted to the volunteer firefighters schedule not have sufficient applicants signed up to attend, the remaining slots will be filled with career personnel as to ensure the class is not cancelled due to lack of participation.

c. Volunteer training class locations will be rotated between County stations in the upper part of the County, lower part of the County and the northwest part of the County.

d. There shall be a combination of career and volunteer designated instructors for all fire fighters and will be coordinated through the Fire Department Training Bureau.

e. Richland County and the City of Columbia during the term of this Agreement agree to endeavor to provide through proposed budget process funding to train and provide, as staffing allows, one (1) on-duty Emergency Medical Technician (EMT) for each engine company with four (4) personnel assigned within the Columbia Fire Department and Richland County (Service Area) as funding permits.

9. PUBLIC PROTECTION CLASSIFICATION

a. The County and City portions of the fire suppression budget and all operational policies and procedures for fire suppression activities will support maintaining and improving the ISO PPC currently in place at the time of this Agreement.

b. Expenditure of County and City funds for training, equipment and supplies must be used to maintain or improve the ISO PPC for the respective service areas of the Columbia Fire Department and the Richland County (Service Area) and must be approved by the Fire Chief.

10. FIRE STATIONS:

a. The County will be responsible for all existing County-owned and operated fire stations and will conduct routine maintenance and capital improvements as required in order to meet applicable codes and regulations for workplace environments. Richland County shall procure and maintain at all times property insurance for all County-owned fire stations at its sole cost and expense.

b. The City will be responsible for all existing City-owned and operated fire stations and will conduct routine maintenance as required in order to meet occupational safety and health administration regulations for workplace environments. City of Columbia shall procure and maintain at all times property insurance for all City-owned fire stations at its sole cost and expense.

c. The County will participate in periodic service improvement meetings with the City as it pertains to improving the customer service provided for fire station maintenance.

d. Additional fire stations may be constructed during the term of this Agreement. The Fire Chief will submit new County fire station and capital improvement recommendations to Richland County for consideration. The Fire Chief may establish a committee to assist in developing those recommendations; provided, however, Richland County will have the final decision as to where new or relocated stations will be constructed in the Service Area. These recommendations will be in accordance with obtaining the best ISO PPC rating.

e. The City shall design, fund and build expansion stations in accordance with the City's strategic and capital improvement plans.

f. At the time of executing this Agreement Richland County shall provide to the City a capital improvement plan for fire station facilities maintenance, repairs, and renovations.

11. EQUIPMENT:

a. For the entire term of the Agreement, the Fire Department will continue to utilize the electronic inventory and asset accounting tracking system to maintain separate inventories based on County or City-owned assets.

b. A complete year-end inventory will be conducted each year of all apparatus, support vehicles and equipment. The Fire Chief will ensure all inventories are reconciled and maintained throughout the duration of this Agreement. The Fire Chief will send a copy of the year-end inventory to the County and the CRFDOC each year prior to July 1st. Upon notification to the Fire Chief, the County may conduct on-site inspections of any County building (fire station) at any time to reconcile the daily, monthly, quarterly, or year-end reports with the actual apparatus, support vehicles, assets and equipment at each station. Upon inspection, if the County determines that any report does not reconcile with actual observable conditions, the County will so notify the City and the City will provide a plan to rectify the condition(s) immediately.

c. The City shall maintain electronic records of equipment and supplies that are distributed, including information such as the location of the assigned equipment and the owner entity of such equipment. The list shall be available to the County immediately upon demand and shall automatically be provided to the County no less than monthly. All equipment and supplies shall be signed for, charged to the appropriate station account, and approved by the Logistics officer.

d. Upon executing this Agreement, the County shall provide written plans to the Fire Chief for a five (5)-year capital replacement plan for existing and new rolling stock for apparatus and equipment

e. Spare, surplus or deadline vehicles or equipment must be kept segregated as Richland County or City of Columbia property. All dead-lined or obsolete equipment or vehicles purchased with Richland County funds will be returned to Richland County for disposal.

f. All vehicles purchased with Richland County funds and used by the Columbia Fire Department in implementing this Agreement must have "Richland County" displayed on the vehicle. This may be illustrated as "Columbia - Richland."

g. Richland County will establish and fund interoperable voice and data communication resources for use in the Service Area for vehicles, fire fighters who are funded by Richland County, and for use in alerting of volunteer fire fighters assigned to Richland County stations.

h. The City of Columbia will establish and fund interoperable voice and data communication resources for use in the City for vehicles, fire fighters who are funded by the City, and for use in alerting of fire fighters assigned to City stations.

i. Richland County will fund and support in an equitable manner, a cloud-based, interactive dispatching application that is accessible by all fire fighters in the field.

j. The Fire Chief will maintain a research & development group charged with developing apparatus and equipment specifications meeting best industry practices for use within the City and County. The group will be comprised of members for the department both career and volunteer. Any apparatus and equipment purchased will be compatible with the City's equipment, operational methodology and meet or exceed the latest (NFPA) National Fire Protection Association standards, applicable (OSHA) Occupational Safety and Health Administration regulations, and any other applicable safety standards. The Fire Chief will provide to Richland County apparatus (fire truck) specifications that will be used for purchasing of apparatus in the County (Service Area) in order to maintain or improve the current operational functionality, safety and/or the ISO PPC rating.

k. The County will adequately fund and replace County apparatus, support vehicles and equipment as necessary in order to maintain a strong rolling stock, to include additional pumpers, rescues, ladders, tankers, brush trucks, and support vehicles to serve as reserve units when front line units are out-of-service for maintenance.

l. It will be at the discretion of the Fire Chief to assign, place or station any City or County equipment or apparatus to further enhance the overall operations as outlined in the Agreement. In exercising that discretion, as a general rule, the Fire Chief will place equipment funded by the City in City-owned stations and equipment funded by the County in County-owned stations; however, the Fire Chief may exercise his discretion when necessary to place any equipment or apparatus, regardless of ownership, at any station.

m. If either party (City or County) are required to place its reserve apparatus or vehicles in use as a primary apparatus or vehicle to supplement the other's fleet, a charge to the appropriate party's budget for all fuel costs and any actual time and cost for any repairs during the time of use will be made to the appropriate budget.

n. Richland County will share cost of and jointly fund all support vehicles and staff vehicles assigned to support personnel as approved by the Fire Chief. All capital replacement costs for replacing such vehicles will be requested through the annual budget process for those vehicles needing replacements as funded and listed in each budget.

12. FINANCIAL/ACCOUNTABILITY:

a. On a biennial basis, prior to December 15th of each even year, the City of Columbia, through the City Manager, shall present a budget request that reflects the actual cost to operate the County's portion of the fire service to the Richland County Administrator. The Fire Chief will participate, along with the Emergency Services Department Director, in the preparation of the budget request. Each budget request will be at the funding levels necessary for the collective operations of the Fire Service Area.

b. The budget requests will outline all expenses, assigning each expense to the appropriate general ledger account and station budget. All positions funded will be listed and include current salary information. All positions, equipment, and supply costs must be attributed to a specific station. Cost of living and merit increases will be included within each budget request as recommended by the City Manager. After reviewing the budget request, Columbia and Richland County Councils will determine for their respective organization the amount to be funded to support operations. Should funding levels need to be reduced, the Fire Chief will make recommendations to the City Manager and the County Administrator as to where services could be reduced in order to meet funding levels and they will have final approval for their respective areas. After the budget has been approved, the Fire Chief must remain within established funding levels during the entire biennium budget fiscal years.

c. All budgeted, routine supplies and equipment purchases made in accordance with this Agreement or identified in the biennial budget appropriations must be made pursuant to the City of Columbia or Richland County's procurement regulations and charged to the appropriate general ledger/object code for City or County. All such purchases for services and expenses will be detailed by line item indicating the purchase based on City or County-owned.

d. The City of Columbia shall collect a fee, in the amount required by City Code Sec. 23-146(g), on each City water customer account located in Richland County in the Service Area. These fees will be used by the County to defray funding costs for the approved Richland County fire suppression budget. All fees collected pursuant to this Agreement are to be remitted to the County on a monthly basis. Richland County may request an increase in the fee for City Council's consideration, which is in the sole and exclusive legislative discretion of City Council to approve or not to approve.

e. Except in the event of catastrophic events that were not anticipated in the fiscal year budget, such as natural disasters, mass casualty events, and other unforeseen circumstances, in no event will the City be entitled to additional payments for services provided hereunder that are greater than expected, nor will the County be entitled to a refund for payments made hereunder if the City provides services to satisfy the requirements of this Agreement but are less than expected hereunder.

f. During the term of this Agreement, the City will conduct an indirect cost analysis for services provided through its other departments in support of this Agreement. These costs shall include but not be limited to: human resources, payroll, legal, finance, procurement, fleet services, information technology, risk management, etc. and will be included in subsequent biennial budget requests and, subject to approval of the budget request by Richland County Council, transferred from the County Fire budget to the City General Fund in order to cover such costs incurred by the City.

g. Richland County under the terms of this Agreement will fund one County staff position within the following City of Columbia departments to off-set such costs associated with the management of career and volunteer personnel within the Richland County Service Area; one (1) Human Resources Specialist position and one (1) Payroll Supervisor position within the finance/payroll department, as budget funding becomes available during the term of this Agreement.

13. TERMS:

- a. This Agreement shall be effective as of January 1, 2018.
- b. The term of this Agreement shall be for a period not to exceed five (5) years with both parties reserving the option to explore, during that period of time, alternatives for the provision of fire services in the unincorporated areas of Richland County.
- c. Either party may terminate this Agreement after notifying the other party in writing with no less than six (6) months' notice; however, both parties agree to a consenting transition plan of at least twelve (12) months concluding at the end of a fiscal year (June 30).
- d. Upon termination of this Agreement, all equipment which has been purchased with County funds and owned by the County—including vehicles, small engine equipment, and all other small equipment, tools and electronics purchased with County funds, carried on County-owned vehicles, and/or located in County-owned stations or offices or city-owned stations or offices—will be returned to Richland County and remain under the County's responsibility.

14. INCORPORATION AND MERGER:

- a. This document contains the entire Agreement between the parties and no other representations, either written or oral shall have effect. Any modification of this Agreement shall be by a signed writing between the parties.

15. MISCELLANEOUS:

- a. **BREACH:** In the event either party shall fail to comply with this Agreement, and such failure shall continue for a period of thirty (30) days after written notice of default has been provided by the other party, then the complaining party shall be entitled to pursue any and all remedies provided under South Carolina law and/or terminate this Agreement.
- b. **WAIVER:** The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall not constitute waiver of subsequent breach.
- c. **NOTICE:** Written notice to the City shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid or and addressed to:

City of Columbia
City Manager
Post Office Box 147
Columbia, SC 29217

- d. **NOTICE:** Written notice to the County shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

Richland County
County Administrator
2020 Hampton Street
Post Office Box 192
Columbia, SC 29202

- e. Written notice also may be made by personal hand-delivery to the City Manager or the County Administrator.

f. AGREEMENT INTERPRETATION: Ambiguities in the terms of this Agreement, if any, shall not be construed against the City. This Agreement shall be interpreted pursuant to the laws of the State of South Carolina.

g. SEVERABILITY: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance, except to the extent such remaining provisions constitute obligations of another party to this Agreement corresponding to the unenforceable provision.

h. CAPTIONS AND HEADINGS: The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein and shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

i. NON-FUNDING APPROPRIATIONS: Notwithstanding anything in this Agreement to the contrary, the City's and the County's obligations to pay the costs of performing its obligations under this Agreement shall be subject to and dependent upon appropriations being made from time to time by the City Council and County Council for such purposes.

j. APPENDICES: The appendices to this Agreement shall be mutually agreed upon by the City of Columbia and Richland County within thirty (30) days of execution of this Agreement or as soon thereafter as is practicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate original, as of the day and year of the last signature written herienbelow.

WITNESSES:

[Signature]
[Signature]

[Signature]

Gerald Seals, County Administrator
On behalf of RICHLAND COUNTY

Date: 3/5/18

WITNESSES:

[Signature]
[Signature]

[Signature]

Teresa B. Wilson, City Manager
On behalf of CITY OF COLUMBIA

Date: 12/5/2017

Richland County Attorney's Office 3/1/18
[Signature]
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

APPROVED AS TO FORM
[Signature] 11/30/17
Department City of Columbia, SC

APPENDIX A

SUPPORT PERSONNEL (OVERHEAD) VEHICLES^b

#	CITY - FUNDED	#	COUNTY - FUNDED
1	Fire Chief	2	Assistant Chief(s)
1	Assistant Chief	1	Hazmat Rescue Coordinator
1	Fire Administrative Coordinator	1	Fire Staffing Chief
1	Division Chief (Suppression)	1	Training Chief
1	Public Information Officer	1	Fire Volunteer Coordinator
1	Fire Health & Safety Officer	1	Fire Support Technician
1	Fire Logistics Officer	3	Fire Training Officer(s)
1	Fire SCBA Technician	3	Battalion Chief(s) (Suppression)
2	Fire Training Officer(s)	3	Staff Vehicles (Reserve Spares)
1	Fire Recruiting Officer		
2	Battalion Chief(s) (Suppression)		
3	Staff Vehicles (Reserve Spares)		
16		16	

^b The listed vehicles are assigned to emergency response personnel and support staff and will be funded by Richland County and the City of Columbia to include all fuel cost, repairs and maintenance cost and listed within each party's respective budgets. Future replacement vehicles will be requested and funded through each respective budget process.

APPENDIX B B.1

PERSONNEL

Units located in rural areas of the County are staffed with two (2) career personnel and an active volunteer roster. Units located in suburban/urban areas are staffed with four (4) career personnel. The County Rescue units are staffed with three (3) career personnel in order to handle the technical functions they must serve, as well as a centrally located man-power force to augment volunteer response fluctuations.

County – (fire Shift Career Staffing) and volunteer staffing by Station

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing	Volunteer Total Staffing
1 - Headquarters	Career	Engine 1/ HazMat 1 Relief Personnelg	2d	6	0
	Career			33	
14 – Dentsville	Career	Engine 14	4	12	0
	Career	Ladder 14	4	12	0
15 – Cedar Creek	Satellite	Engine 15	0	0	10
		Tanker 15	0	0	
		Brush Truck 15	0	0	
17 – Upper Richland	Combination	Engine 17	1	3	20
		Tanker 17	1	3	
		Brush Truck 17	0	0	
18 – Crane Creek	Combination	Engine 18	1	3	20
		Tanker 18	1	3	
		Brush Truck 18	0	0	
19 – Gadsden	Combination	Engine 19	1	3	20
		Tanker 19	1	3	
		Brush Truck 19	0	0	
20 – Ballentine	Combination	Engine 20	1	3	20
		Tanker 20	0	0	
		Brush Truck 20	0	0	

c Relief personnel are listed and funded from the County Station 1 budget for reporting purposes. These 33 positions are for backfill relief during permissive leave and are used to cover staffing exceptions based on the Fire Department staffing ratio (factor).

d Engine/HazMat 1 unit is staffed with four (4) career personnel and is jointly funded equally by Richland County and the City of Columbia.

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing	Volunteer Total Staffing
		Rescue 2e	3	9	
21 – Springhill	Satellite	Engine 21 Tanker 21 Brush Truck 21	0 0 0	0 0 0	10
22 – Lower Richland	Career	Engine 22f Tanker 22 Brush Truck 22 Battalion 4	4 0 0 1	12 0 0 3	0
23 – Hopkins	Combination	Engine 23 Tanker 23 Brush Truck 23 Rescue 5e	1 0 0 3	3 0 0 9	20
24 – Sandhill	Career	Engine 24 Brush Truck 24 Battalion 3	4 0 1	12 0 3	0
25 – Bear Creek	Combination	Engine 25 Tanker 25 Brush Truck 25	1 1 0	3 3 0	20
26 – Blythewood	Combination	Engine 26 Tanker 26 Brush Truck 26	1 1 0	3 3 0	20
27 – Killian	Combination	Engine 27 Tanker 27 Brush Truck 27 Rescue 3e	1 0 0 3	3 0 0 9	20
28 – Eastover	Combination	Engine 28 Tanker 28 Brush Truck 28	1 1 0	3 3 0	20
29 – Congaree Run	Combination	Engine 29 Tanker 29 Brush Truck 29 Rescue 4e	1 0 0 3	3 0 0 9	20

e During the term of this Agreement the fourth (4th) career positions on the County Rescue units may be funded by Richland County at one (1) additional position each year or as budget funds become available.

f The three (3) additional career personnel assigned to Engine 22 is currently funded under a two (2) year SAFER Grant.

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing	Volunteer Total Staffing
30 – Capital View	Combination	Engine 30 Tanker 30 Brush Truck 30	1 1 0	3 3 0	20
31 – Leesburg	Career	Engine 31 Tanker 31 Brush Truck 31	4 0 0	12 0 0	0
32 – Jackson Creek	Career	Engine 32	4	12	0
33 – Gills Creek	Career	Engine 33	4	12	0
34 – Elders Pond	Career	Engine 34	4	12	0
TOTAL			66	231	240

The Appendix listed herein is subject to change as necessary for growth and expansion of approved services with approval by Richland County and the City of Columbia.

**APPENDIX B
B.2**

PERSONNEL

City – (Fire Shift Career Staffing) by Station

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing
1 – Headquarters	Career	Engine 1/HazMat 1	2h	6
		Rescue 1	4	12
		Rehab 1	1	3
		Relief Personnelg		34
2 – Ferguson	Career	Engine 2	4	12
		Battalion 1	1	3
3- Industrial Park	Career	Engine 3	4	12
4 – Wood Creek	Career	Engine 4	4	12
6 – Saint Andrews	Career	Engine 6	4	12
		Battalion 2	1	3
7 – North Columbia	Career	Ladder 7	4	12
8 – Atlas Road	Career	Engine 8	4	12
		Ladder 8	4	12
9 – Shandon	Career	Engine 9	4	12
		Ladder 9	4	12
11 – Blume Court	Career	Engine 11	4	12
12 – Greenview	Career	Engine 12	4	12
		Battalion 5	1	3
13 – Eau Claire	Career	Engine 13	4	12
16 – Harbison	Career	Engine 16	4	12
TOTAL			62	220

The Appendix listed herein is subject to change as necessary for growth and expansion of approved services with approval by Richland County and the City of Columbia.

g Relief personnel are listed and funded from the County Station 1 budget for reporting purposes. These 34 positions are for backfill relief during permissive leave and are used to cover staffing exceptions based on the Fire Department staffing ratio (factor).

h Engine/HazMat 1 unit is staffed with four (4) career personnel and is jointly funded equally by Richland County and the City of Columbia.



Agenda Briefing

Prepared by:	Ashiya A Myers	Title:	Assistant to the County Administrator
Department:	Administration	Division:	
Date Prepared:	November 2, 2022	Meeting Date:	November 15, 2022
Legal Review	Patrick Wright via email	Date:	November 8, 2022
Budget Review	Abhijit Deshpande via email	Date:	November 7, 2022
Finance Review	Stacey Hamm via email	Date:	November 7, 2022
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Regular Session		
Subject	Request for Letter of Support - State Purchase - McEntire Joint National Guard Base		

RECOMMENDED/REQUESTED ACTION:

Representatives of the McEntire Joint National Guard Base seek Richland County's support of their pursuit to purchase Tax Map Serial (TMS) # R30400-01-17 to enhance airfield Clear Zones.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Per the County Assessor's Office, the market value of TMS# R30400-01-17 is \$17,000. Its assessed value is \$1,200; however, the property presently receives the Agricultural Use Exemption which significantly reduces its assessed value. Its 2022 taxes were \$21.64.

Applicable department/grant key and object codes: None applicable

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

None applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Installations previously granted permission for reduced size Clear Zones for their Class B runways will now reflect the standard 3000 foot x 3000 foot Clear Zones in all Air Installations Compatible Use Zones (AICUZ) studies (Air Force Instruct 32-7063 Air Installation Compatible Use Program).

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

A representative, Mr. Steven Bewley, of the McEntire Joint National Guard Base (MJNGB) contacted Richland County Administration on October 27, 2022 to request a letter of support for the State's purchase of a 6.88 acre parcel identified as R30400-01-17. The vacant property is located adjacent to the southern portion of the MJNGB runway. An existing Air Installation Compatible Use Zone (AICUZ) easement acquired in 1980 encumbers 4.729 acres, leaving 2.151 acres unencumbered.

The purchase of the land will enhance aircraft recovery potential as well as pilot and civilian survivability/safety in the event of an in-flight emergency. Obtaining the letter of support from the County is required since property will no longer be a part of the tax base.

ADDITIONAL COMMENTS FOR CONSIDERATION:

At its July 14, 2020 Special Called meeting, Richland County Council approved a similar request for a letter of support for the State's purchase of parcel R30400-01-25. Due to the unique nature of the request, the matter bypassed the County's committee process. Mr. Bewley has requested Council's consideration and vote on this matter at its November 15, 2022 meeting.

ATTACHMENTS:

1. Correspondence from Steven Bewley
2. Excerpt of the Establishment and Maintenance of Permanent Improvement Projects Manual
3. Acquisition Process
4. Map of the Subject Parcel

From: [BEWLEY, STEVEN L CIV USAF ANG 169 CES/CES](#)
To: [ASHIYA MYERS](#)
Subject: FW: Possible state land purchase
Date: Thursday, October 27, 2022 1:08:34 PM
Attachments: [Request for Support - McEntire JNGB Land Acquisition with Council Minutes.pdf](#)
[McEntire JNGB Parcel.docx](#)

Ma'am,

A couple years ago you helped get the attached support letter accomplished. We are looking to have the state purchase a smaller tract (R30400-01-17) for the same reason.

Mr. Brown sent me the email below. I do not remember sending a formal letter. Would you be able to help with this?

Reason for purchase: Air Force airfield Clear Zones begin at the end of the runway for airfields operated by the Air Force and are rectangles that run along the extended centerline of the runway. Installations previously granted permission for reduced size Clear Zones for their Class B runways will now reflect the standard 3000 foot x 3000 foot Clear Zones in all Air Installations Compatible Use Zones (AICUZ) studies. (Air Force Instruction 32-7063 Air Installation Compatible Use Program)

I have also included a graphic showing the parcels location.

Let me know if I need to send anything else in.

Thanks in advance.

v/r

Steven Bewley
Real Property Manager/169th CES
McEntire JNGB, SC 29044
(803) 647-8475
DSN 583-8475

From: LEONARDO BROWN <BROWN.LEONARDO@richlandcountysc.gov>
Sent: Wednesday, October 26, 2022 12:45 PM
To: BEWLEY, STEVEN L CIV USAF ANG 169 CES/CES <steven.bewley.3@us.af.mil>
Subject: [URL Verdict: Neutral][Non-DoD Source] FW: Possible state land purchase

Good afternoon,

I hope that things are well with you. If I recall correctly, you submitted a written request for a letter of support and explained your purpose for the acquisition of the land. You simply need to do that, and I will present it to my Council. If you can get me the information by Tuesday of next week, I should be able to get it before my Council during the second scheduled meeting in November.

LEONARDO BROWN, MBA, CPM

County Administrator
Richland County Government
County Administration Office
brown.leonardo@richlandcountysc.gov

P 803-576-2054 O 803-576-2059

2020 Hampton St.
Columbia, SC 29204
www.richlandcountysc.gov

“Striving for Excellence”

Confidential and Privileged:

Unless otherwise indicated or obvious from the nature of the communication, the information contained herein may be privileged and confidential information/work product. The communication is intended for the use of the individual or entity named above. If the reader of this transmittal is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

If you have received this communication in error or are not sure whether it is privileged, please immediately notify me by return email and destroy any copies, electronic, paper or otherwise, which you may have of this communication.

From: BEWLEY, STEVEN L CIV USAF ANG 169 CES/CES <steven.bewley.3@us.af.mil>
Sent: Thursday, October 6, 2022 12:39 PM
To: LEONARDO BROWN <BROWN.LEONARDO@richlandcountysc.gov>
Subject: Possible state land purchase

Sir,

We are trying to have the state purchase another piece of land near McEntire JNGB.

2 years ago we tried to get a larger tract and I was wondering how to get an updated copy of the attached letter from your office.

The parcel in question is TMS# R30400-01-17

Let me know if you have any questions or if I need to contact someone else.

v/r
Steven Bewley
Real Property Manager/169th CES
McEntire JNGB, SC 29044
(803) 647-8475
DSN 583-8475

acquisitions on its website at <https://procurement.sc.gov/construction/ose-contracts>. The Phase I environmental study must conform to the requirements published by the Office of State Engineer at https://procurement.sc.gov/files/SFAA_Policy_for_Obtaining_Environmental_Studies_for_Land_Acquisition_2015.pdf. The agency should consult with the Office of State Engineer for other requirements applicable to the contract for environmental services, particularly in connection with the State Engineer's small A&E contract procedure. If the property under consideration contains any building, an asbestos survey with an estimated abatement cost must be furnished with the submission. If the environmental consultant recommends a Phase II environmental study and the agency determines to further proceed with the acquisition, the Phase II study must be undertaken. The original environmental studies must be submitted to the Capital Budget Office along with the Final Land Acquisition request. Depending on the circumstances and findings documented in the Phase I environmental study, the Capital Budget Office may request a determination from the Department of Health and Environmental Control verifying the conclusions of the environmental study; in that event, the agency is responsible for obtaining the determination. The Capital Budget Office will forward the environmental studies to the Division of Facilities Management and Property Services for review and recommendation.

BUILDING CONDITION ASSESSMENT

A Phase I building condition assessment is required if the acquisition includes any building contemplated for occupancy by state employees or the public. The assessment must be conducted by a firm qualified by the Office of State Engineer, which makes available a list of firms qualified to perform building condition assessments at <https://procurement.sc.gov/files/Mailing%20List%20rev%2071817.pdf>. The building condition assessment must conform to the requirements published by the Office of State Engineer at <https://procurement.sc.gov/files/SFAA%20BldgCondAssessPolicy%203-28-17.doc>. The original building condition assessment must be submitted to the Capital Budget Office along with the Final Land Acquisition request. The Capital Budget Office will forward the building condition assessment to the Division of Facilities Management and Property Services for review and recommendation.

LETTERS OF LOCAL SUPPORT

If a land acquisition will result in property being exempt from taxation where it had not been previously, final land acquisition requests must include a letter of support from both the County and City Council(s) within whose county the property resides and the School Board(s) within whose district the affected property resides when the transaction will result in property being removed from the tax rolls.⁹

CAPITAL BUDGET OFFICE REVIEW

Once the Preliminary Land Acquisition items are obtained and the proposed land acquisition is ready for Final Land Acquisition review, the Form A-1 and supporting documents, along with the original appraisal, environmental studies, building condition assessment, letters of support from the local city and/or county and school district, and any other investigative reports must be forwarded to the Capital Budget Office for review and determination of compliance with standards and guidelines. Additionally, the Capital Budget Office will forward some of these items to the Division of Facilities Management and Property Services for their review and recommendation. The Capital Budget Office may request additional information to supplement these reports.

Following the review and approval of the Capital Budget Office, the agency may undertake negotiation of the purchase price with the seller for not more than the appraised value of the property.

INFORMATION REQUIRED FOR JBRC AND AUTHORITY SUBMISSION

After the purchase price has been negotiated, the agency must obtain all requisite approvals before the purchase can be closed, including those required by statute or source of funds, or those of governing boards or the Commission on Higher Education as applicable to the agency and transaction. These approvals must be obtained prior to submission of the purchase request to the Joint Bond Review

⁹ Joint Bond Review Committee policy adopted December 3, 2014.

1. A-1, Phase 1 approved 14 Feb 2022 in the amount of \$110,000.00 – completed. \$110,000 pays for Survey, Building Assessment, Environmental, and Appraisal
2. Contact owner to determine if owner is interested in selling the property based on fair market value to allow for appraisal. **(ANG Leadership)**
3. Appraisal – obtain a licensed appraiser - **(Mr. Steve Bewley ANG/CE Office)**

Items 4 thru 8 can be conducted simultaneously

4. Obtain Metes & Bounds Survey **(Mr. Steve Bewley ANG/CE Office)**
5. Obtain a Phase 1 Building Assessment on any structures in the acquisition, if buildings are utilized by state employees or the public **(Mr. Steve Bewley ANG/CE Office thru a State contract)**
6. Obtain an Asbestos and Lead survey on any structures included in the acquisition **(Mr. Steve Bewley ANG/CE Office thru a State contract)**
7. Obtain a Level One Environmental Study for detection of hazardous materials **(Mr. Steve Bewley ANG/CE Office thru a State contract)**
8. Obtain letters of support from Richland County Council and Richland School District 1 – this is required since property will no longer be a part of the tax base for the County or School District **(ANG Leadership)**
9. Forward originals of the appraisal, building assessment, environmental study report, and letters of support to the Capital Budgeting Office. The Capital Budget Office will forward building condition assessment to Office of State Engineer for review. **(Mr. Steve Bewley ANG/CE Office)**
10. Capital Budget Office reviews all studies and documents
11. Upon acceptance by the Capital Budget Office, complete Phase II A-1, Property Acquisition Information Format information and memo signed by TAG requesting approval of the acquisition and the date which the approval is required. **(Mr. Steve Bewley ANG/CE Office and CFMO)**
12. Submit Phase II A-1 for JBRC & SFAA approval. **(CFMO)**
13. Once SFAA approval is granted, agency will prepare a request for authorization to employ associate counsel to prepare contract to purchase real property and improvements; examining title, obtaining title insurance, preparing deed and closing of the transaction and pay legal fees. **(Mr. Steve Bewley ANG/CE, CFMO, Mr. Deebo Kelly)**
14. Once the sale and purchase price is agreed upon by all parties, schedule closing and coordinate with Budget & Finance to have check for purchase available on date of closing. **(Mr. Steve Bewley ANG/CE Office, CFMO, associate counsel)**
15. Provide Real Property Services copy of deed and other documents that are required. **(Mr. Steve Bewley ANG/CE Office and CFMO)**

()= recommended lead



The subject property consists of 6.88± acres of vacant land located adjacent to the southern tip of the McEntire Joint National Guard Base runway. 2.151± acres are unencumbered, while 4.729± acres are encumbered with an existing Air Installation Compatible Use Zone (AICUZ) easement which was acquired in 1980.

Richland County Council Request for Action

Subject:

22-023MA
Gerald A. Lee
RS-MD to RM-MD (3.12 Acres)
W/S Archie Drive
TMS # R17116-01-01

Notes:

First Reading: October 25, 2022
Second Reading: November 1, 2022
Third Reading:
Public Hearing: October 25, 2022

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-22HR

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 # R17116-01-01 FROM RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY DISTRICT (RS-MD) TO RESIDENTIAL MULTI-FAMILY MEDIUM DENSITY DISTRICT (RM-MD); 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 # R17116-01-01 from Residential Single-Family Medium Density District (RS-MD) to Residential Multi-Family Medium Density District (RM-MD).

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 _____, 2022.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2022

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: October 25, 2022
First Reading: October 25, 2022
Second Reading: November 1, 2022
Third Reading: November 15, 2022

Richland County Council Request for Action

Subject:

22-016MA
John Stephenson
M-1 to RS-LD (138.5 Acres)
B/S Longwood Road
TMS # R18900-02-01

Notes:

First Reading: October 25, 2022
Second Reading: November 1, 2022
Third Reading:
Public Hearing: October 25, 2022

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-22HR

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 # R18900-02-01 FROM LIGHT INDUSTRIAL (M-1) TO RESIDENTIAL SINGLE-FAMILY LOW DENSITY DISTRICT (RS-LD); 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 # R18900-02-01 from Light Industrial (M-1) to Residential Single-Family Low Density District (RS-LD).

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 _____, 2022.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2022

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: October 25, 2022
First Reading: October 25, 2022
Second Reading: November 1, 2022
Third Reading: November 15, 2022

Richland County Council Request for Action

Subject:

22-029MA
Douglas Putlock
NC to RS-MD (3 Acres)
1012 Bickly Road
TMS # R02415-02-01

Notes:

First Reading: October 25, 2022
Second Reading: November 1, 2022
Third Reading:
Public Hearing: October 25, 2022

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-22HR

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 # R02415-02-01 FROM NEIGHBORHOOD COMMERCIAL DISTRICT (NC) TO RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY DISTRICT (RS-MD); 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 # R02415-02-01 from Neighborhood Commercial District (NC) to Residential Single-Family Medium Density District (RS-MD).

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 _____, 2022.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2022

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: October 25, 2022
First Reading: October 25, 2022
Second Reading: November 1, 2022
Third Reading: November 15, 2022

Richland County Council Request for Action

Subject:

22-032MA
Ervin Capers
HI to RU (4.86 Acres)
203 & 217 Gatehill Road & E/S McCords Ferry Rd.
TMS # R38800-02-09, R38900-03-06 and R38900-03-07

Notes:

First Reading: October 25, 2022
Second Reading: November 1, 2022
Third Reading:
Public Hearing: October 25, 2022

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-22HR

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 PROPERTIES DESCRIBED AS TMS # R38800-02-09, R38900-03-06, AND R38900-03-07 FROM HEAVY INDUSTRIAL DISTRICT (HI) TO RURAL DISTRICT (RU); 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 properties described as TMS # R38800-02-09, R38900-03-06, and R38900-03-07 from Heavy Industrial District (HI) to Rural District (RU).

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 _____, 2022.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2022

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: October 25, 2022
First Reading: October 25, 2022
Second Reading: November 1, 2022
Third Reading: November 15, 2022

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 Project Wellness to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

Notes:

First Reading: November 1, 2022

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 PROJECT WELLNESS 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 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 WELLNESS, (“Sponsor”), desires to expand its manufacturing facilities in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$81,000,000 and the creation of 94 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 Sponsor Propco, as sponsor affiliate, 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 retained, 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. *Grant Acceptance and Administration.* To the extent the County receives any third- party grant funds related to the Project, the County agrees to accept and administer those funds for the Project’s benefit according to any documents governing the receipt and expenditure of the grant funds.

Section 5. *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 6. *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 7. *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 8. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: November 1, 2022
Second Reading: November 15, 2022
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT

BETWEEN

PROJECT WELLNESS

AND

[PROPERTY HOLDING ENTITY]

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF []

TABLE OF CONTENTS

	Page
Recitals.....	1
 ARTICLE I DEFINITIONS 	
Section 1.1 Terms.....	1
 ARTICLE II REPRESENTATIONS AND WARRANTIES 	
Section 2.1 Representations, Warranties, and Agreements of the County.....	4
Section 2.2 Representations, Warranties, and Agreements of the Sponsor.....	5
 ARTICLE III THE PROJECT 	
Section 3.1 The Project.....	5
Section 3.2 Leased Property.....	6
Section 3.3 Filings and Reports.....	6
 ARTICLE IV FILOT PAYMENTS 	
Section 4.1 FILOT Payments.....	6
Section 4.2 FILOT Payments on Replacement Property.....	7
Section 4.3 Removal of Components of the Project.....	7
Section 4.4 Damage or Destruction of Economic Development Property.....	7
Section 4.5 Condemnation.....	8
Section 4.6 Calculating FILOT Payments on Diminution in Value.....	8
Section 4.7 Payment of <i>Ad Valorem</i> Taxes.....	8
Section 4.8 Place of FILOT Payments.....	8
 ARTICLE V ADDITIONAL INCENTIVES 	
Section 5.1 Infrastructure Credits.....	9
 ARTICLE VI CLAW BACK 	
Section 6.1 Claw Back.....	9

ARTICLE VII
DEFAULT

Section 7.1	Events of Default	9
Section 7.2	Remedies on Default	10
Section 7.3	Reimbursement of Legal Fees and Other Expenses.....	10
Section 7.4	Remedies Not Exclusive	10

ARTICLE VIII
PARTICULAR COVENANTS AND AGREEMENTS

Section 8.1	Right to Inspect	10
Section 8.2	Confidentiality	10
Section 8.3	Indemnification Covenants	11
Section 8.4	No Liability of County’s Personnel	11
Section 8.5	Limitation of Liability.....	12
Section 8.6	Assignment.....	12
Section 8.7	No Double Payment; Future Changes in Legislation.....	12
Section 8.8	Administration Expenses	12

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1	Sponsor Affiliates	12
Section 9.2	Primary Responsibility.....	13

ARTICLE X
MISCELLANEOUS

Section 10.1	Notices	13
Section 10.2	Provision of Agreement for Sole Benefit of County and Sponsor	13
Section 10.3	Counterparts	14
Section 10.4	Governing Law	14
Section 10.5	Headings.....	14
Section 10.6	Amendments	14
Section 10.7	Agreement to Sign Other Documents	14
Section 10.8	Interpretation; Invalidity; Change in Laws	14
Section 10.9	Force Majeure	14
Section 10.10	Termination; Termination by Sponsor	14
Section 10.11	Entire Agreement	15
Section 10.12	Waiver.....	15
Section 10.13	Business Day.....	15
Section 10.14	Agreement’s Construction	15

- 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.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project Wellness	
Project Location		
Tax Map No.		
FILOT		
• Phase Exemption Period	30 Years	
• Contract Minimum Investment Requirement	\$81,000,000	
• Contract Minimum Jobs Requirement	94	
• Investment Period	10 years	
• Assessment Ratio	6%	
• Millage Rate	475.1	
• Fixed or Five-Year Adjustable Millage	Fixed	
• Claw Back Information	Statutory	
Multicounty Park	Richland – Fairfield	
Infrastructure Credit		
• Brief Description	Special Source Revenue Credit	
• Credit Term	50% years 1-5; 40% years 6-10	
• Claw Back Information	See Exhibit E	
Other Information		

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, PROJECT WELLNESS, a [] organized and existing under the laws of the State of [] (“*Sponsor*”), and [], a [] organized and existing under the laws of the State of [] (“*Sponsor Affiliate Propco*”).

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 expand a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$81,000,000 and the creation of 94 new, full-time jobs;

(d) By an ordinance enacted on [DATE], 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 expand 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 December 31, 2022.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$81,000,000.

“**Contract Minimum Jobs Requirement**” means not less than 94 full-time, jobs created by the Sponsor in the County in connection with the Project over the Sponsor’s existing employment base as of December 31, 2021, which is 416 jobs.

“**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 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 [DATE], the Final Termination Date is expected to be [DATE], 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 (5) 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, 2027.

“**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 (as amended from time to time), 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 29th 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 WELLNESS 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 November 1, 2022, by adopting an Inducement Resolution, as defined in the Act on November 1, 2022.

(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 manufacturing facility 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 December 31, 2022. 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 the calendar year following the January 31, 2023, 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 0.4751, which the parties believe 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. Except for the remedy described on Exhibit E, 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. Sponsor Affiliate Propco is hereby approved as a Sponsor Affiliate.

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 WELLNESS

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

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

PROJECT WELLNESS

By: _____
Its: _____

SPONSOR AFFILIATE PROPCO

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

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 Company is entitled to claim an Infrastructure Credit against its FILOT Payments for a period of 10 years, commencing with the first FILOT Payment due with respect to the Project. The Infrastructure Credit is equal to 50% of the FILOT Payment in years 1-5 of the Credit Term and 40% of the FILOT Payment in years 6-10 of the Credit Term.

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

If the Sponsor fails to achieve the Contract Minimum Investment Requirement or at least 90% of the Contract Minimum Jobs Requirement, a claw back shall be used 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 \$100,000 in Infrastructure Credits, and \$72,970,447 had been invested at the Project and 66 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

$$\text{Jobs Achievement Percentage} = 66/85 = 77.65\%$$

$$\text{Investment Achievement Percentage} = \$72,970,447/\$81,000,000 = 90\%$$

$$\text{Overall Achievement Percentage} = (77.65\% + 90\%)/2 = 83.83\%$$

$$\text{Claw Back Percentage} = 100\% - 83.83\% = 16.17\%$$

$$\text{Repayment Amount} = \$100,000 \times 16.17\% = \$16,170$$

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.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-22HR

AN ORDINANCE ESTABLISHING THE OFFENSE OF USING, DISCHARGING, SHOOTING, OR IGNITING FIREWORKS OR SIMILAR EXPLOSIVES WITHIN RICHLAND COUNTY BETWEEN CERTAIN HOURS, TO PROVIDE EXCEPTIONS, AND TO PROVIDE A PENALTY FOR EACH VIOLATION.

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

SECTION I. The Richland County Code of Ordinances, Chapter 18, Offenses, is hereby amended by adding:

Sec. 18-7. Fireworks and Similar Explosives

- (a) Except as otherwise provided in this section, it is unlawful for a person to use, discharge, shoot, or ignite fireworks or similar explosives within Richland County between the hours of 10:00 PM and 7:00 AM. This section may not be construed to prohibit the discharge or lighting of sparklers or similar pyrotechnic products which generate no appreciable noise at any time.
- (b) Notwithstanding the provisions of subsection (a), the permitted hours for the use of fireworks must be extended on the Fourth of July and New Year's Eve. Therefore, it is only unlawful for a person to use, discharge, shoot, or ignite fireworks or similar explosives within Richland County between the hours of 1:00 AM and 7:00 AM on July 5th and January 1st.
- (c) It is unlawful to:
 - (1) Negligently, recklessly, or intentionally direct the discharge of fireworks towards a structure, animal, or person;
 - (2) Intentionally detonate fireworks upon the land of another without express prior consent;
 - (3) Offer for sale or sell permissible fireworks to children under the age of sixteen (16) years unless accompanied by a parent;
 - (4) To ignite or detonate fireworks within six hundred (600) feet of a church, hospital, public school, unless the church, hospital, or public school is holding an event or has given permission for the use of fireworks on or near its property;
 - (5) To ignite or detonate permissible fireworks within a motor vehicle or discharge a permissible fireworks from a motor vehicle; and
 - (6) To place or throw an ignited firework into or at a motor vehicle.
- (d) A County fire, code or law enforcement official may seize, take, remove, or cause to be removed all stocks of fireworks or explosives held in violation of the provisions of this section.
- (e) A violation of this section is punishable by a civil penalty of up to:
 - (1) \$500, for a 1st offense;

- (2) \$750, for a 2nd offense; and,
- (3) \$1,000 for a 3rd or subsequent offense.
- (f) The County fire official may issue a permit authorizing the use of fireworks or a public display of fireworks or similar explosives. The fire official may, in his or her discretion, grant or refuse to grant the permit or grant the permit subject to restrictions and limitations provided by this ordinance or deemed necessary in the interest of public safety in connection with such public display or exhibition.
- (g) Nothing in this article may be construed to prohibit the use of flares or similar devices necessary for the safe operation of railroads, buses, trucks, or other vehicles within the County.
- (h) Disputed violations will be heard in the local magistrate court upon petition of the alleged offender.

SECTION II. Effective Date. This ordinance shall be enforced from and after _____.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2022.

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:

Department of Public Works - Solid Waste & Recycling - Articulated Dump Truck

Notes:

October 25, 2022 – The Administration & Finance Committee forwarded this item to Council without a recommendation. Staff is to provide additional information regarding quotes received and any maintenance concerns.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	John Ansell	Title:	General Manager
Department:	Public Works	Division:	Solid Waste & Recycling
Date Prepared:	September 2, 2022	Meeting Date:	October 25, 2022
Legal Review	Patrick Wright via email	Date:	September 27, 2022
Budget Review	Abhijit Deshpande via email	Date:	September 30, 2022
Finance Review	Stacey Hamm via email	Date:	September 28, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Landfill Equipment Purchase		

RECOMMENDED/REQUESTED ACTION:

The Solid Waste & Recycling Division requests the purchase of a Caterpillar 730-04A Articulated, off-road Dump Truck.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The County Fleet Manager received a price quote utilizing the Sourcewell Collective Agreement for a 2022 Caterpillar 730-04A Articulated Dump Truck in the amount of \$492,760.63. This price includes \$61,600.00 as trade value for the 2003 Volvo A30D articulated truck and all applicable sales tax. This equipment purchase is included in the Fiscal Year 2023 (FY-23) Solid Waste & Recycling budget.

Applicable department/grant key and object codes: 2101365004-531400

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

The Sourcewell Cooperative Agreement allows the County to leverage the cost savings of higher volume purchases through contracts established under public procurement rules and regulations. CAT was the highest ranked offeror for the Heavy Construction Equipment RFP. The truck price (excluding the trade in credit) is \$517,859.84; the open market price for the same truck not utilizing the cooperative agreement is \$527,200.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

This replacement equipment purchase supports Solid Waste’s equipment needs as outlined in its Class 2 Landfill Permit to Operate.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Solid Waste & Recycling Division requests County Council’s approval to purchase a 2022 Caterpillar 730-04A Articulated, off-road, Dump Truck. This purchase is required to replace the existing Volvo 2003 off-road Dump Truck. This 2003 model is nearly 20-years old, and it is becoming very difficult to obtain a reliable supply source of repair parts. Multiple break downs and lengthy wait times for parts have made this machine ineffective and uneconomical to operate.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Solid Waste & Recycling utilizes this vehicle to haul large volumes of material to maintain landfill cover requirements, maintain its permitted compost area, and other duties as required through the course of any routine day of landfill operation. The replacement vehicle will add efficiency to landfill operations by requiring fewer staff hours to provide an expedient service while utilizing fewer County resources.

Additionally, although exceedingly rare, off road dump trucks serve a critical function in the event of a fire in the landfill.

ATTACHMENTS:

1. Blanchard Quote
2. 730-04A Specifications sheet



RICHLAND COUNTY, SOUTH CAROLINA
Requisition For Supplies/Services

Attachment 1

Department Account #
Requisition Sequence #

Vendor:
Company Name: Blanchard Caterpillar

Address:
 3151 Charleston Highway

City:	Columbia
State:	NC
Zip Code:	29172

Point of Contact (Name):
 Brian Smith

Telephone/Fax/e-mail: Phone: 803-518-0113
 Email: bsmith@blanchardmachinery.com

Ship To:
Department: Public Works- Solid Waste C & D Landfill

Address:
 1070 Caughman Road

City:	Columbia
State:	SC
Zip Code:	29203

Receiving Person (Name):
 John Ansell

Telephone/Fax/e-mail: Phone: 803-576-2384
 Email: ansell.john@richlandcountysc.gov

No.	Description, Specifications and/or Scope of Work	U/I	Qty	Unit Price	Total Price
1	Caterpillar 730-04A Articulated Dump Truck Sourcewell Contract #032119-CAT Richland County Participating Agency # 20410	each	1	\$517,859.84	\$517,859.84
2	Trade In 2003 Volvo A30D Articulated Dump Truck	each	1	-\$61,600.00	-\$61,600.00
3	Sales Tax	each	1	\$36,500.79	\$36,500.79
4	Total Cost	each	1	\$492,760.63	\$492,760.63
Contact: Bill Peters, County Fleet Manager 400 Powell Rd., Columbia, SC 29203 Phone: 803-576-2457 Email: peters.bill@richlandcountysc.gov					
Use:	Replaces LN001, 2003 Volvo A30D Articulated Dump Truck				

I certify that there are sufficient funds in my departmental budget to make this purchase. I further certify that there are sufficient unencumbered funds to pay for items requisitioned in my departmental budget for the current fiscal year. I hereby understand that I may be held personally liable for funds expended in excess of the amount appropriated by County Council for the current year.

W. H. Peters 
 Richland County Fleet Manager

August 26, 2022

Date

Account Number

RAC-F-2000



Quotation

DATE 8/16/2022

3151 Charleston Hwy
 West Columbia SC 29172
 Phone (803) 518-0113 bsmith@blanchardmachinery.com

Quotation For:
 RICHLAND COUNTY
 Mr. Bill Peters

Prepared by: Brian Smith

REFERENCE NUMBER	DESCRIPTION	AMOUNT
485-1709	730-04A ARTICULATED TRUCK	
369-8730	TIRES, 750/65R25 MX ** XAD-65	
480-1980	AM/FM RADIO (BLUETOOTH READY)	
480-7003	WIPER, REAR	
481-8888	PRODUCT LINK, CELLULAR PLE641	
485-0331	SEAT, DELUXE	
567-7488	LUBRICATION, AUTOMATIC	
571-8585	BODY, STANDARD	
573-7897	TAILGATE, SCISSOR	
	SALES PRICE	\$517,859.84
	12 MONTH FULL MACHINE FACTORY WARRANTY	\$ -
	84 MONTH / 5,000 HOUR POWERTRAIN & HYDRAULIC WARRANTY	\$ -
TRADE IN	2003 VOLVO A30D S/N A30DV10561	\$ (61,600.00)
	SOURCEWELL CONTRACT NUMBER 032119-CAT	
	OMNIA PARTNERS CONTRACT NUMBER 161534	
	NASPO VALUEPOINT CONTRACT NUMBER OK-SW-192	

Plus any applicable sales tax

SUBTOTAL	\$456,259.84
TAX RATE	8.00%
SALES TAX	36,500.79
OTHER	-
TOTAL	\$ 492,760.63

Thank you for the opportunity to earn your business



730

Articulated Truck

Technical Specifications

Configurations and features may vary by region. Please consult your Cat® dealer for availability in your area.

Table of Contents

Specifications	2
Engine	2
Weights	2
Air Conditioning System	2
Body Capacities	2
Transmission	2
Sound Levels	2
Operating Weights	3
Body Plate	3
Body Plate Thickness	3
Service Refill Capacities	3
Body Hoist	3
Standards	3
Dimensions	4
Turning Circle	5
Steering	5
Optimal Loader/Truck Pass Matching	5
Gradeability/Speed/Rimpull	6
Retarding Performance	7
Standard and Optional Equipment	8

730 Articulated Truck Specifications

Engine

Engine Model	Cat C13	
Gross Power (SAE J1995:2014)	280 kW	375 hp
Net Power (SAE J1349:2011)	274 kW	367 hp
Engine Power (ISO 14396:2002)	276 kW	370 hp
Bore	130 mm	5.1 in
Stroke	157 mm	6.2 in
Displacement	12.5 L	762.8 in ³

- Advertised power is tested at 1,800 rpm.
- The net power advertised is the power available at the flywheel when the engine is equipped with alternator, air cleaner, muffler, and fan at minimum speed.
- Net power when the fan is at maximum speed is 254 kW (341 hp) per the SAE reference conditions.
- Meets U.S. EPA Tier 4 Final, EU Stage V, Korea Tier 4 Final, and Japan 2014 emission standards.
- DEF used in Cat SCR systems must meet the requirements outlined in ISO 22241-1. ISO 22241-1 requirements are met by many brands of DEF, including those that carry the AdBlue or API certifications.

No Engine Derating Below	3810 m	12,500 ft
Peak Engine Torque Gross (SAE J1995:2014)	2141 N·m	1,579 lbf·ft
Peak Engine Torque Net (SAE J1349:2011)	2107 N·m	1,554 lbf·ft
Peak Engine Torque Speed	1,200 rpm	

Weights

Rated Payload	28 tonnes	31 tons
---------------	-----------	---------

Air Conditioning System

- The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.1 kg of refrigerant which has a CO₂ equivalent of 1.716 metric tonnes.

Body Capacities

Heaped SAE 2:1	17.5 m ³	23.0 yd ³
Struck	13.3 m ³	17.4 yd ³
Tailgate Heaped SAE 2:1	18.8 m ³	24.6 yd ³
Tailgate Struck	13.9 m ³	18.2 yd ³

Transmission

Forward 1	8 km/h	5 mph
Forward 2	15 km/h	9 mph
Forward 3	22 km/h	14 mph
Forward 4	34 km/h	21 mph
Forward 5	47 km/h	29 mph
Forward 6	55 km/h	34 mph
Reverse 1	9 km/h	6 mph

Sound Levels

Interior Cab	72 dB(A)
--------------	----------

- The declared dynamic operator sound pressure level is 72 dB(A) when ISO 6396:2008 is used to measure the value for an enclosed cab. The measurement was conducted at 70% of the maximum cooling fan's speed. The sound level may vary at different cooling fan speeds. The measurement was conducted with the cab doors and the cab windows closed. The cab was properly installed and maintained.
- Hearing protection may be needed when operating with an open operator station and cab or when not properly maintained or with doors/windows open for extended periods or in noisy environments.

730 Articulated Truck Specifications

Operating Weights

Front Axle – Empty	15 000 kg	33,069 lb
Center Axle – Empty	4560 kg	10,053 lb
Rear Axle – Empty	4340 kg	9,568 lb
Total – Empty	23 900 kg	52,690 lb
Front Axle – Rated Load	3280 kg	7,231 lb
Center Axle – Rated Load	12 360 kg	27,249 lb
Rear Axle – Rated Load	12 360 kg	27,249 lb
Total – Rated Load	28 000 kg	61,729 lb
Front Axle – Loaded	18 280 kg	40,300 lb
Center Axle – Loaded	16 920 kg	37,302 lb
Rear Axle – Loaded	16 700 kg	36,817 lb
Total – Loaded	51 900 kg	114,420 lb

Body Plate

High strength Brinell HB450 wear resistant steel

Body Plate Thickness

Front Plate	7 mm	0.28 in
Base Plate	13 mm	0.51 in
Side Plates	11 mm	0.43 in

Service Refill Capacities

Fuel Tank	412 L	108.8 gal
DEF Tank	20 L	5.3 gal
Cooling System	83 L	21.9 gal
Hydraulic System	110 L	29.1 gal
Engine Crankcase	38 L	10.0 gal
Transmission	47 L	12.4 gal
Final Drives/Differential	125 L	33.0 gal
Output Transfer Gear Box	24 L	6.3 gal

Body Hoist

Raise Time	12 Seconds
Lower Time	8 Seconds

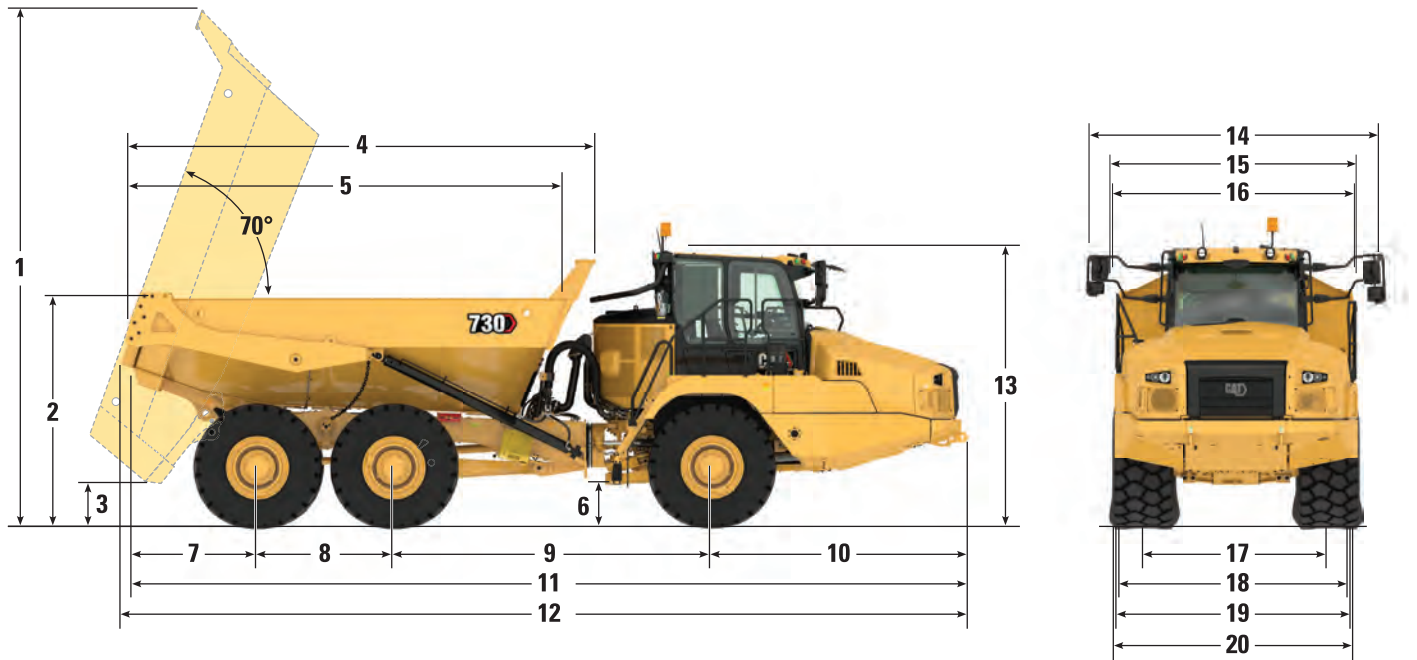
Standards

Brakes	ISO 3450:2011
Cab/FOPS	ISO 3449:2005 Level II
Cab/ROPS	ISO 3471:2008
Steering	ISO 5010:2019

730 Articulated Truck Specifications

Dimensions

All dimensions are approximate.



	mm	ft/in
1 Body Height Fully Tipped	6468	21'3"
2 Load Over Height	2916	9'5"
3 Ground Clearance – Body Fully Tipped	563	1'10"
4 Body Length	5783	19'0"
5 Body Length Inside	5411	17'9"
6 Ground Clearance	545	1'9"
7 Rear Axle Center to Body Rear	1556	5'1"
8 Mid Axle to Rear Axle Center	1700	5'7"
9 Mid Axle to Front Axle (Centers)	3979	13'1"
10 Front Axle Center to Machine Front	3210	10'6"
11 Overall Length	10 445	34'3"
12 Overall Length with Tailgate	10 593	34'8"
13 Height Transport Position	3508	11'6"
14 Overall Width	3676	12'1"
15 Width Over Tailgate/Width Including Tailgate	2984	9'10"
16 Body Width	2902	9'6"
17 Track Width	2275	7'6"
18 Width Over Tire	2877	9'5"
19 Width Over Fenders	2950	9'8"
20 Max Laden Over Tire Bulge	2950	9'8"

730 Articulated Truck Specifications

Turning Circle

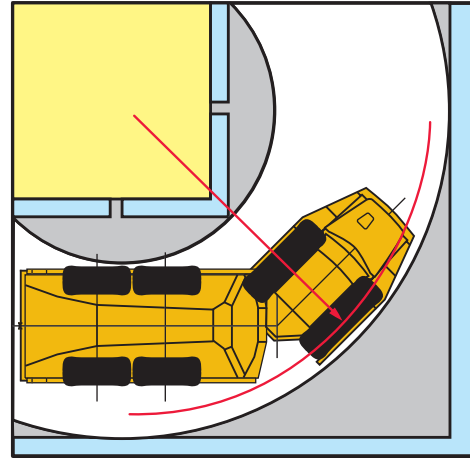
Dimensions are for machines equipped with 23.5R25 tires.

Turning Dimensions

Steer Angle – From Center Left/Right	45°	
SAE Turning Radius	7470 mm	294 in
Clearance Radius	8075 mm	318 in
Inside Radius	3879 mm	153 in
Aisle Width	5332 mm	210 in

Steering

Lock to Lock 4.75 seconds at 60 rpm



Optimal Loader/Truck Pass Matching

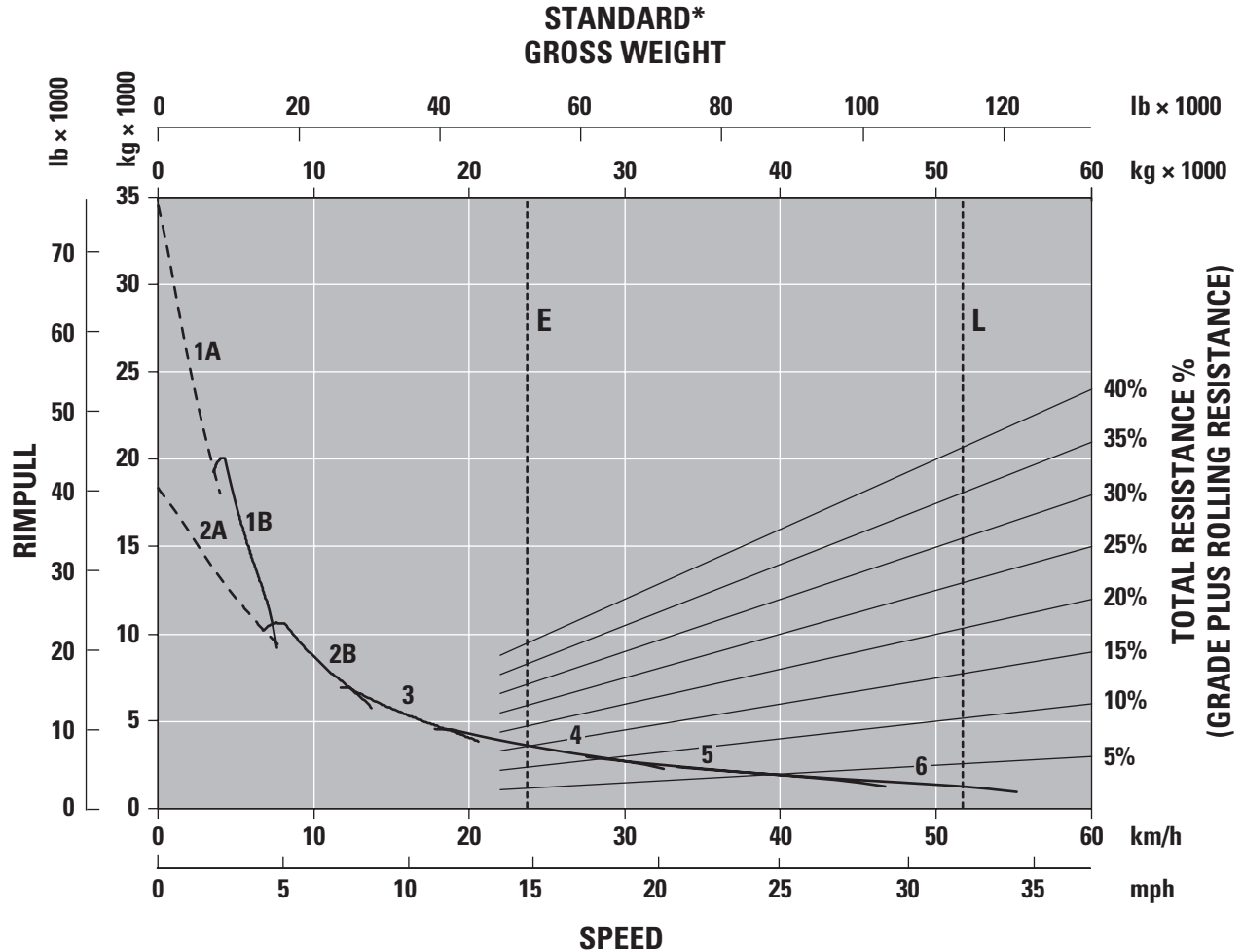
Hydraulic Excavators	349/352		336	
Passes	4-5		5-6	
Wheel Loaders	972M/972M XE	966M/966M XE	962M	950M
Passes	3-4	4	4-5	5

An optimum system match gives you a major productivity advantage. The 730 is an excellent match for the Cat 349/352 and 336 Hydraulic Excavators and Cat 972M, 966M, 962M, and 950M Wheel Loaders. Having matched loading and hauling tools results in increased production and lower system costs per unit of volume moved.

730 Articulated Truck Specifications

Gradeability/Speed/Rimpull

To determine performance, read from Gross Weight down to % Total Resistance. Total Resistance equals actual % grade plus 1% for each 10 kg/metric ton (20 lb/ton) of Rolling Resistance. From this point, read horizontally to the curve with the highest attainable speed range. Then, go down to Maximum Speed. Usable Rimpull depends on traction available.

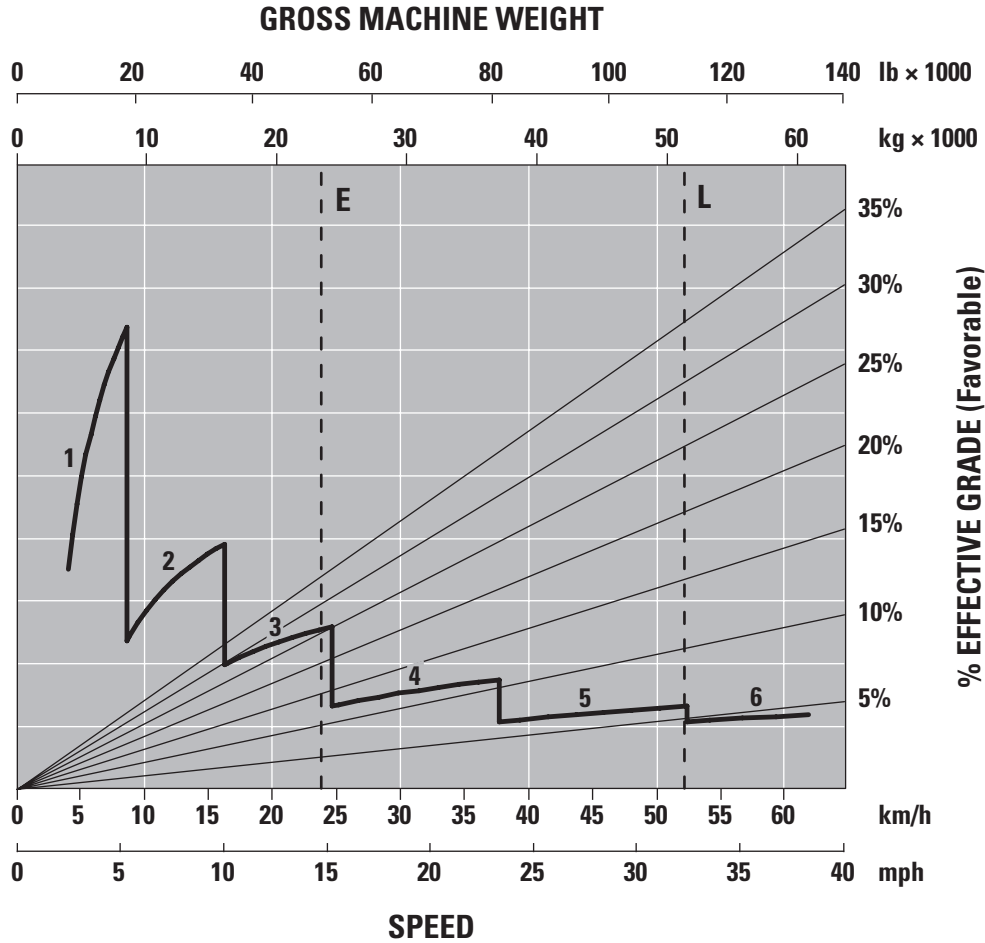


- 1A – 1st Gear (Converter Drive)
- 1B – 1st Gear (Direct Drive)
- 2A – 2nd Gear (Converter Drive)
- 2B – 2nd Gear (Direct Drive)
- 3 – 3rd Gear
- 4 – 4th Gear
- 5 – 5th Gear
- 6 – 6th Gear

- E – Empty 23 725 kg (52,305 lb)
- L – Loaded 51 725 kg (114,034 lb)
- * at sea level

Retarding Performance

To determine performance, read from Gross Weight down to % Effective Grade. Effective Grade equals actual % favorable grade plus 1% for each 10 kg/metric ton (20 lb/ton) of Rolling Resistance. From this point, read horizontally to the curve with the highest attainable speed range. Then, go down to Maximum Speed. Retarding effect on these curves represents full application of the retarder.



- 1 – 1st Gear
- 2 – 2nd Gear
- 3 – 3rd Gear
- 4 – 4th Gear
- 5 – 5th Gear
- 6 – 6th Gear

- E – Empty 23 725 kg (52,305 lb)
- L – Loaded 51 725 kg (114,034 lb)

730 Articulated Truck Standard & Optional Equipment

Standard and Optional Equipment

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional		Standard	Optional
OPERATOR ENVIRONMENT			TECHNOLOGY		
Air conditioning with R134a refrigerant	✓		Cat Detect with Stability Assist	✓	
Adjustable air vents	✓		Cat Production Measurement payload monitoring system		✓
Combined gear selection and hoist control lever	✓		Machine Security System (MSS)		✓
Glass windows: front, laminated and tinted; sides and rear, toughened and tinted	✓		Product Link™ Elite: PLE641 (cellular)	✓	
Heater and defroster with four-speed fan	✓		Product Link Elite: PLE631 (satellite)		✓
Infrared glass, high ambient cab		✓	ELECTRICAL AND LIGHTING		
Liquid Crystal Display (LCD): alert indicator, selected gear and direction, speed or auto shift, review Operation and Maintenance Manual (OMM), primary steering failure warning, seat belt warning, secondary steering failure warning, Diesel Particulate Filter (DPF) regeneration filter, secondary steering energy source engaged, hour meter, retarder active	✓		Batteries (two) maintenance free	✓	
Mirrors, extensive arrangement for improved visibility	✓		Cold weather start attachment		✓
Mirrors, heated motorized		✓	Engine block heater		✓
Machine operation monitoring system: action lamp, engine oil pressure, primary steering system, left and right turn signal, high beam, coolant temperature, tachometer, parking brake, fuel level, transmission oil temperature, brake system, transmission hold, hoist control, hydraulic system, charging system, retarder, transmission fault, traction control system, check engine lamp	✓		Ether start		✓
Radio, Bluetooth® stereo system		✓	Electrical system: 24-volt, 10A 24- to 12-volt converter	✓	
Seats: operator – fully adjustable, air suspension, retractable lap belt; trainer – padded with retractable lap belt	✓		Flashing LED beacon		✓
Seat, heated/cooled		✓	Horn	✓	
Operator seat belt, four-point		✓	Lighting systems: cab interior, two head lamps, two width marker, two reversing, work light/cab access light, two stop/tail lights, front and rear direction indicators	✓	
Secondary steering, electro hydraulic	✓		Main disconnect switch	✓	
Storage: cup holder, flask receptacle, under seat storage, door pocket, behind operator seat storage, coat hook	✓		Remote starting receptacle (cables not included)	✓	
Sun visor	✓		Roof-mounted High Intensity Discharge (HID) work lights		✓
Tilt and telescopic steering wheel	✓		POWER TRAIN		
Touchscreen display incorporating the rearview camera video feed	✓		Auto shift six-speed forward and single-speed reverse transmission	✓	
Window blinds		✓	Cat C13 engine	✓	
Windows (tinted) opening both sides	✓		CX31 transmission	✓	
Windshield wiper and washer, two speed, intermittent (front)	✓		Cat Clean Emission Module (CEM) and exhaust aftertreatment package	✓	
Window wiper and washer, two speed (rear)	✓		Differentials: standard with automatic clutched inter- and cross-axle differential locks	✓	
			Dual circuit oil immersed, enclosed brakes – all wheels	✓	
			Retarder: engine compression brake	✓	
			Three axle, six-wheel drive	✓	
			SAFETY		
			Reverse alarm	✓	
			Rearview camera	✓	
			ROPS/FOPS cab	✓	
			GUARDS		
			Axle	✓	
			Crankcase	✓	
			Front dump body spill guard, integral part of fabricated body	✓	
			Radiator	✓	
			Rear window	✓	

730 Articulated Truck Standard & Optional Equipment

Standard and Optional Equipment

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional
OTHER STANDARD AND OPTIONAL EQUIPMENT		
Auto lube installation for automatic greasing of bearings		✓
Bare chassis (no body) standard wheel base		✓
Bare chassis (no body) long wheel base		✓
Body liners		✓
Cold weather coolant -51° C (-60° F)		✓
Exhaust heated body		✓
Fast fuel fill		✓
Fuel additive, anti-waxing		✓

	Standard	Optional
OTHER STANDARD AND OPTIONAL EQUIPMENT (CONTINUED)		
Mud flaps: wheel arch and body mounted with transportation tiebacks		✓
Scissor tailgate		✓
S•O•S SM sampling valves		✓
Sound suppression (standard in EFTA)*		✓
Sound suppression (optional outside EFTA)*		✓
Tires, six 23.5R25, radial		✓
Tires, six 750/65R25, radial		✓
Vandalism protection: lockable caps		✓
Wheel chocks		✓

* EFTA countries are EU countries plus Iceland, Norway, Lichtenstein, and Switzerland.

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com.

Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

© 2021 Caterpillar. All Rights Reserved. CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, Product Link, S•O•S, "Caterpillar Corporate Yellow", the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

AEXQ2714-01 (7-2021)
Build Number: 04A
(Aus-NZ, Europe,
Japan, N Am)

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing Addendum

Prepared by:	William H. Peters	Title:	County Fleet Manager
Department:	Risk Management	Division:	Fleet
Date Prepared:	November 3, 2022	Meeting Date:	October 25, 2022
Approved for Consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Administration & Finance		
Agenda Item:	4a. Department of Public Works - Solid Waste & Recycling - Articulated Dump Truck		

COUNCIL INQUIRY #1:

There three other major brands who provide comparable vehicles: John Deere, Volvo, and Komatsu. What are the Sourcewell Cooperative agreement quotes for each provider?

Reply:

Sourcewell quotes were received from three companies:

Company	Quote	Estimated Delivery
Dobbs Equipment (John Deere)	\$491,631.96	Eight months
Ascendum Machnery (Volvo)	\$430,992.00	Two Months
Blanchard Caterpillar (Caterpillar)	\$517,859.84	Immediately

COUNCIL INQUIRY#2:

Provide information regarding the availability of parts commonly repaired/replaced as well as information regarding the local dealer network for each provider.

Reply:

Review of Customer Service / Support

John Deere has multiple pieces of equipment at the landfill. Despite past challenges with some warranty repairs and service calls, their support and customer service has improved, and they have become more reliable. Part availability is generally good although there may still be delays which affect the completion of a repair. Personnel are generally responsive and may assist County techs with advice and recommendations. Phone calls are usually answered, and/or messages are responded to in a timely fashion. The Deere dealership (Flint) has just been sold, so County staff will continue to monitor these areas for evidence of continued improvement in their support system. The new sales representative has already made himself available for assistance in resolving any issues.

Caterpillar offers the best customer service and support of the dealers reviewed here. They are responsive and willing to assist with advice or recommendations. Parts availability is usually very good with an extensive dealer network available to assist. Often the County will receive a part in one day rather than waiting for a factory order. The technical assistance is good, enabling the County’s techs to confer with the company on problematic repairs. Phone calls and message, if necessary, are responded

to with little delay, and field response, if required, is handled promptly. The sales representative contacts the County regularly to offer assistance and mitigate any issues.

Volvo is the least reliable of these vendors. The customer service and maintenance/repair support is very inconsistent. The entity can be difficult to get a response from as phone calls are unanswered, sent to voicemail, and/or no follow-up/return phone call. Many of the parts needed for repairs have to be ordered and include additional shipping fees. Additionally, the vendor is more costly due to the addition of various fees and surcharges as listed on invoices. Service personnel seem more reluctant to offer assistance and/or advice to the County's techs, often preferring to schedule a field tech, thereby increasing the cost of and/or delaying the repair. There is no assigned sales representative further reducing opportunities for the County to collaborate with the entity to solve issues. Notably, these are issues the County addressed with the Volvo management team when the County last purchased a major piece of equipment from the company. At the time, the company referenced pending personnel and operational changes to correct the challenges mentioned and to improve the dealer customer service response. However, efforts have not seemed to have been successful.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The C & D Landfill is particularly hard on equipment, but it must be responsive to DHEC regulations and oversight - including the availability of the proper equipment to maintain operations. Over the last few years, Fleet has worked with the Solid Waste management team to replace the older, worn equipment with newer, more reliable pieces. This helps to ensure the landfill maintains compliance and operates efficiently by reducing downtime.

The purchase of the articulated dump truck is another step in achieving those goals. Because of the harsh environment and heavy workload in the landfill, it is critical that the County is able to rely on its equipment partners to assist with keeping the machines operational, particularly as they will likely be in service for a decade or more.

As the County Fleet Manager, I consider all of these issues before making a recommendation for the purchase of any equipment. There are multiple John Deere units at the landfill, affording the County the opportunity to assess the performance of the new company. Based on experience with Volvo's customer service and support, product availability, and other factors as outlined above, the Caterpillar articulated dump truck appears to be the best long term option for the landfill and the County.

ATTACHMENTS:

[Click or tap here to enter text.](#)

SOUTH CAROLINA

)

)

RICHLAND COUNTY

)

A RESOLUTION

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BETWEEN RICHLAND COUNTY AND PROJECT ACADEMY; 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, Project Academy, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to establish a research and development test center and expand a distribution facility in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$11,700,000 in taxable real and personal property and the creation of approximately 1 new, full-time equivalent job; 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 identifies and reflects the Project by this Resolution, therefore permitting 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: November 15, 2022

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council

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 Project Academy 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 AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT ACADEMY 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 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 ACADEMY (collectively, “Sponsor”), desires to invest capital in the County in order to establish a research and development test center and expand a distribution facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$11,700,000 and the creation/ of one new, full-time job; 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, 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, 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, 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

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: November 15, 2022
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BETWEEN

PROJECT ACADEMY

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF DECEMBER [], 2022

TABLE OF CONTENTS

	Page
Recitals.....	1
 ARTICLE I DEFINITIONS 	
Section 1.1 Terms.....	1
 ARTICLE II REPRESENTATIONS AND WARRANTIES 	
Section 2.1 Representations, Warranties, and Agreements of the County.....	4
Section 2.2 Representations, Warranties, and Agreements of the Sponsor.....	5
 ARTICLE III THE PROJECT 	
Section 3.1 The Project.....	5
Section 3.2 Leased Property.....	5
Section 3.3 Filings and Reports.....	5
 ARTICLE IV FILOT PAYMENTS 	
Section 4.1 FILOT Payments.....	6
Section 4.2 FILOT Payments on Replacement Property.....	6
Section 4.3 Removal of Components of the Project.....	7
Section 4.4 Damage or Destruction of Economic Development Property.....	7
Section 4.5 Condemnation.....	7
Section 4.6 Calculating FILOT Payments on Diminution in Value.....	8
Section 4.7 Payment of <i>Ad Valorem</i> Taxes.....	8
Section 4.8 Place of FILOT Payments.....	8
 ARTICLE V ADDITIONAL INCENTIVES 	
Section 5.1 Infrastructure Credits.....	8
 ARTICLE VI CLAW BACK 	
Section 6.1 Claw Back.....	9

ARTICLE VII
DEFAULT

Section 7.1 Events of Default 9
Section 7.2 Remedies on Default 9
Section 7.3 Reimbursement of Legal Fees and Other Expenses 10
Section 7.4 Remedies Not Exclusive 10

ARTICLE VIII
PARTICULAR COVENANTS AND AGREEMENTS

Section 8.1 Right to Inspect 10
Section 8.2 Confidentiality 10
Section 8.3 Indemnification Covenants 10
Section 8.4 No Liability of County’s Personnel 11
Section 8.5 Limitation of Liability 11
Section 8.6 Assignment 11
Section 8.7 No Double Payment; Future Changes in Legislation 12
Section 8.8 Administration Expenses 12

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1 Sponsor Affiliates 12
Section 9.2 Primary Responsibility 12

ARTICLE X
MISCELLANEOUS

Section 10.1 Notices 12
Section 10.2 Provision of Agreement for Sole Benefit of County and Sponsor 13
Section 10.3 Counterparts 13
Section 10.4 Governing Law 13
Section 10.5 Headings 13
Section 10.6 Amendments 13
Section 10.7 Agreement to Sign Other Documents 13
Section 10.8 Interpretation; Invalidity; Change in Laws 14
Section 10.9 Force Majeure 14
Section 10.10 Termination; Termination by Sponsor 14
Section 10.11 Entire Agreement 14
Section 10.12 Waiver 15
Section 10.13 Business Day 15
Section 10.14 Agreement’s Construction 15

- 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.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name		1.1
Project Location	Richland County	Exhibit A
Tax Map No.		Exhibit A
FILOT		
• Phase Exemption Period	20 years	1.1
• Contract Minimum Investment Requirement	13,000,000	1.1
• Investment Period	Standard (5 years)	1.1
• Assessment Ratio	6%	4.1(a)
• Millage Rate		4.1(a)
• Fixed or Five-Year Adjustable Millage	fixed	4.1(a)
• Claw Back Information	Pro-rata	Exhibit E
Multicounty Park	I-77 Corridor Regional Industrial Park	1.1
Infrastructure Credit		
• Brief Description	50%	Exhibit C
• Credit Term	10 years	Exhibit C

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 December 13, 2022, 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 Academy (“*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 a research and development test center and expand a distribution facility in the County (collectively, the “*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$[11,700,000] and the creation of one, new full-time job;

(d) By an ordinance enacted on December 13, 2022, 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 develop 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 December 31, 2022.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$[11,700,000].

“**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 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 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 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 29th 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 Academy 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 November 15, 2022 by adopting an Inducement Resolution, as defined in the Act on November 15, 2022.

(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 research and development test center and a distribution facility 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 December 31, 2022. 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, 2023, 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 0.5843, 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 \$10,000. 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:

WITH A COPY TO (does not constitute notice):

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 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

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

Project Academy

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

Project Academy

By: _____
Its: _____

[Signature Page 3 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

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 December 13, 2022 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Project Academy (“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

All qualifying investment of the Sponsor during the Investment Period shall qualify for a 10-year, 50% Infrastructure Credit. Beginning with the first annual FILOT Payment and continuing for the next nine annual FILOT Payments, the Sponsor will receive an annual Infrastructure Credit in an amount equal to 50% of the annual FILOT Payment with respect to the Project.

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 Investment Period, then the Sponsor shall be required to repay a portion of the Infrastructure Credits received as calculated below and any Infrastructure Credits for which the Company is eligible shall be reduced on a go-forward basis by the Claw Back Percentage calculated below

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.

For example, and by way of example only, if the County granted \$50,000 in Infrastructure Credits, and \$6,500,000 had been invested at the Project by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Investment Achievement Percentage = \$6,500,000/\$11,700,000 = 55.56%

Claw Back Percentage = 100% - 55.56% = 44.44%

Repayment Amount = \$50,000 x 44.44% = \$22,220

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 expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Green Arrow; 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 EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT GREEN ARROW; AND OTHER RELATED MATTERS.

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

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

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

WHEREAS, a company identified for the time being as Project Green Arrow (the “Company”) has, as part of a commercial development to be located in the County, committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), and anticipates that, should its plans proceed as presently contemplated, the Project will generate a minimum of \$35,000,000 of new aggregate, taxable investment in the County, which investment shall include, but not be limited to, investment in certain Public Infrastructure made, or caused to be made, by the Company;

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

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

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

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

Section 2. *Expansion of the Park Boundaries; Inclusion of Property.* The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is 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 and delivery of written notice to Fairfield of the inclusion of the Property in the Park, which written notice shall include a copy of this Ordinance and identification of the Property.

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

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

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

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

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

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: November 15, 2022
Second Reading: _____, 2022
Public Hearing: _____, 2022
Third Reading: _____, 2022

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT GREEN ARROW

Effective as of: [_____, 20__]

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of [_____, 20__] (“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 a company identified for the time being as PROJECT GREEN ARROW (as hereinafter defined “Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

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

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

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

WHEREAS, as part of a commercial development to be located in the County, the Company has committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified on Exhibit A hereto (“Land”), and anticipates that, should its plans proceed as presently contemplated, the Project will generate a minimum of \$35,000,000 of new aggregate, taxable investment in the County, which investment shall include, but not be limited to, investment in certain Public Infrastructure made, or caused to be made, by the Company, all as further described herein;

WHEREAS, by an ordinance enacted on [_____, 20__] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park; and

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

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

ARTICLE I REPRESENTATIONS

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

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

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

- (a) The Company is in good standing under the laws of [_____], 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, or cause to be achieved by a company identified for the time being as Project Green Arrow Master Developer (“Master Developer”), the Investment Commitment, as defined below, at the Project;
- (c) The Company’s execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound; and
- (d) The Company covenants to complete, or cause to be completed by the Master Developer, any and all Project 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, or cause to be invested by the Master Developer, not less than \$35,000,000 in taxable property in the Project (“Investment Commitment”) by [_____, 20__] (“Certification Deadline”). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline (“Certification Date”), by

providing documentation, which documentation may include, without limitation, with respect to the Company or the Master Developer, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the Certification Deadline. If the Company fails to achieve, or cause to be achieved by the Master Developer, and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Deadline shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make, or cause to be made by the Master Developer, an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in, or cause investment by the Master Developer in, the Public Infrastructure as described on Exhibit B hereto ("Project Public Infrastructure"). The Company shall certify actual investment in the Project Public Infrastructure to the County on the Certification Date by providing documentation, which documentation may include, without limitation, with respect to the Company or the Master Developer, pay applications, invoices, and accounting logs, to the County's Economic Development Department sufficient to reflect investment in the Project Public Infrastructure, in form and substance reasonably acceptable to the County. In addition to the foregoing, the Company shall represent, in writing, to the County on the Certification Date that, to the best knowledge of the Company, Public Infrastructure Credits have not been claimed previously by any other person or entity with respect to all or any portion of the investment in the Project Public Infrastructure reflected by such certification. If the Company fails to substantially complete, or cause to be completed by the Master Developer, the Project Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth on Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement. Notwithstanding anything in this Agreement to the contrary, the Parties hereby acknowledge and agree that (i) to the maximum extent permitted by law, aggregate expenditures made by the Master Developer in the Project Public Infrastructure shall be allocated to the Company for the purposes of receiving the Public Infrastructure Credits, and (ii) no person or entity other than the Company shall be entitled to Public Infrastructure Credits with respect to any expenditures in the Project Public Infrastructure.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify the investment in the Project Public Infrastructure certified by the Company in accordance with **Section 2.2(b)** of this Agreement. The County has the right to exclude from the investment in Project 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 Project Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Deadline (the

“Verification Date”), provide to the Company, by written notice, the County’s determination of the verified amount of Project Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Project Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

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

(b) For each tax year for which the Company is entitled to a Public Infrastructure Credit, the County shall prepare and issue the Company’s annual Fee Payment bill with respect to the Project net of the Public Infrastructure Credit set forth in **Section 2.3(a)** of this Agreement (“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 Project 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 Project Public Infrastructure.

Section 2.4. Filings; Administration. To assist the County in administering the Public Infrastructure Credit, with respect to the Company’s Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term, as defined on Exhibit C hereto, prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County’s Resolution dated December 12, 2017, which is attached hereto as Exhibit 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, or caused to be invested by the Master Developer, by the Company in Project Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. The County Economic Development Department shall provide the

verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with **Section 2.3** of this Agreement.

ARTICLE III DEFAULTS AND REMEDIES

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

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

(b) An abandonment or closure of the Project; for purposes of this Agreement, “abandonment or closure of the Project” means failure to place all or a portion of the Project in service by **[December 31, 20__]**;

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

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

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

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

Section 3.2. *Remedies on Default.*

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

(i) terminate this Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Agreement; or

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

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

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

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

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

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

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

Section 4.2. *Assignment.* The Company may assign or otherwise transfer any of its rights and interests in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably conditioned, withheld, or delayed. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby

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

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

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

Section 4.5. Limitation of Liability.

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

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

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

1230 Main Street, Suite 700 (29201)
Post Office Box 2426
Columbia, South Carolina (29202)
Phone: 803.540.2188
Fax: 803.727.1469

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

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

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

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

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

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

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

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

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

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

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

[TWO SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, a company identified for the time being as Project Green Arrow has caused this Agreement to be executed by its authorized officer, effective the day and year first above written.

PROJECT GREEN ARROW

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

[To be inserted.]

EXHIBIT B (See Section 2.2)

DESCRIPTION OF PROJECT PUBLIC INFRASTRUCTURE

The Project Public Infrastructure includes the construction of extensive water, sewer, stormwater, and roadway improvements. In addition to the foregoing, the Project Public Infrastructure will consist of general infrastructure benefiting the public, including, without limitation, enhanced streetscaping and landscaping, including surface parking spaces for public use, and expanded and relocated retention and detention ponds. The anticipated total cost of the Project Public Infrastructure is approximately \$7,500,000, and is further detailed below:

Project Public Infrastructure Budget Estimate	
Description	Budget
Streetscaping/Landscaping (<i>*including public surface parking</i>)	\$1,000,000
Water/Sewer/Stormwater Improvements	\$3,500,000
Water/Sewer/Stormwater Improvements Impact Fees	\$700,000
Retention and Detention Pond (<i>*expansion and relocation</i>)	\$1,300,000
General Conditions	\$1,000,000
Total Projected Project Public Infrastructure Costs	\$7,500,000

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

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed aggregate investment in the Project Public Infrastructure by the Company and/or the Master Developer.

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

EXHIBIT D (See Section 2.4)

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

See attached.

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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

SOUTH CAROLINA

)

)

RICHLAND COUNTY

)

A RESOLUTION

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BETWEEN RICHLAND COUNTY AND PROJECT GOLDEN EAGLE; 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, Project Golden Eagle, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to establish a manufacturing facility in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$970,000,000 in taxable real and personal property and the creation of approximately 1,839 new, full-time equivalent 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 identifies and reflects the Project by this Resolution, therefore permitting 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: November 15, 2022

RICHLAND COUNTY, SOUTH CAROLINA

Overture Walker
Chair, Richland County Council

(SEAL)
ATTEST:

Anette Kirylo
Clerk to County Council

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 Project Golden Eagle 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:

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; authorizing the execution and delivery of an infrastructure credit agreement by and among Richland County, South Carolina and Project Cheers to provide for 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 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; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT BY AND AMONG RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT CHEERS TO PROVIDE FOR CERTAIN INFRASTRUCTURE CREDITS; 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, Project Cheers (“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 \$30,000,000 and the creation of approximately 100 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 and delivery of written notice to Fairfield of the inclusion of the Property, which written notice shall include a copy of this Ordinance and identification of the Property.

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: November 15, 2022
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT CHEERS

Effective as of: _____, 2022

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of _____, 2022 (“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 PROJECT CHEERS (“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 \$30,000,000;

WHEREAS, by an ordinance enacted on _____, 2022 (“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.

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$30,000,000 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, 2027 ("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. Clawback. If the Company fails to meet the Investment Commitment by the Certification Date, the Company shall repay a portion of the Public Infrastructure Credits received. The portion of the Infrastructure Credit to be repaid is based on the amount by which the Company failed to achieve the Investment Commitment and is calculated as follows:

Repayment Amount = Total Received x Clawback Percentage

Clawback Percentage = 100% - Investment Achievement Percentage

Investment Achievement Percentage = Actual Investment Achieved / Investment Commitment

For example, and by way of example only, if the Company had received \$100,000 in Infrastructure Credits, had an Investment Commitment of \$30,000,000, and had only invested \$22,500,000 by the Certification Date, the Repayment Amount would be calculated as follows:

Investment Achievement Percentage = \$22,500,000/\$30,000,000 = 75%

Clawback Percentage = 100% - 75% = 25%

Repayment Amount = \$100,000 x 25% = \$25,000

The Company shall pay the portion of the Public Infrastructure Credit to be repaid pursuant to this Section 2.4 within 30 days of receipt of a written statement setting forth the Repayment Amount. If not timely paid, the Repayment Amount 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 survives termination of the Agreement.

Section 2.5. 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, 2023, 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 2.6. 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.

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:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

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

PROJECT CHEERS

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

The legal description includes parcels bearing Richland County tax map numbers: _____ . It being understood that such 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 improvements to the intersection located at N. Main Street and Cook Street and the intersection located at Cook Street and Phillips Street to accommodate additional vehicular traffic and traffic safety. Improvement costs are anticipated to be approximately \$750,000.

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

Beginning with the first property tax year for which Fee Payments are due under this Agreement, the Company is entitled to claim an Infrastructure Credit against the Fee Payments on the Project in an amount equal to 100% of such Fee Payments for each property tax year until the total amount of the Infrastructure Credit equals the total expenditures the Company has made relating to road and intersection improvements located at (1) _____, (2) the _____, not to exceed \$750,000. The Infrastructure Credit will be applied to the Fee Payments due after the application of any incentives for rehabilitation of historic properties provided in accordance with Section 4-9-195 of the Code of Laws of South Carolina, 1976, as amended, resulting in the Net Fee Payment, as defined in Section 2.2(b) of the Agreement.

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