

RICHLAND COUNTY

REGULAR SESSION

AGENDA

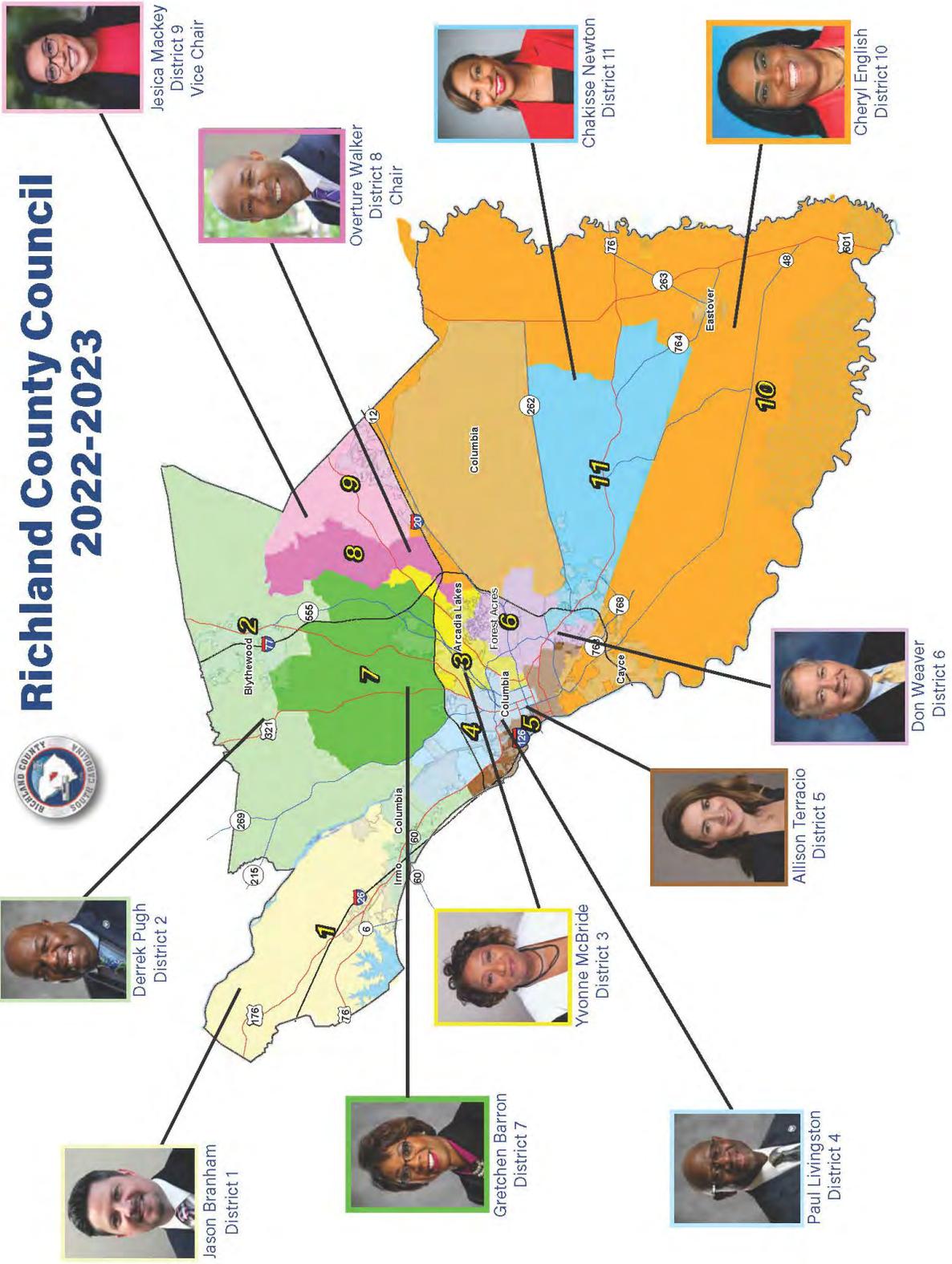


TUESDAY APRIL 18, 2023

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2022-2023



Derrek Pugh
District 2

Jason Branham
District 1

Gretchen Barron
District 7

Yvonne McBride
District 3

Allison Terracio
District 5

Paul Livingston
District 4

Don Weaver
District 6

Overture Walker
District 8
Chair

Chakisse Newton
District 11

Cheryl English
District 10

Jessica Mackey
District 9
Vice Chair



**Richland County
Regular Session**

AGENDA

April 18, 2023 - 6:00 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29204

1. CALL TO ORDER

The Honorable Overture Walker,
Chair Richland County Council

a. ROLL CALL

2. INVOCATION

The Honorable Paul Livingston

3. PLEDGE OF ALLEGIANCE

Brigadier General Jason Kelly,
Fort Jackson Commanding General

4. PRESENTATION OF PROCLAMATIONS

a. A Proclamation Recognizing the retirement of Carol C. Boler

The Honorable Overture Walker
The Honorable Paul Livingston

b. A Proclamation recognizing the retirement of Henrietta C. Joye

The Honorable Overture Walker
The Honorable Paul Livingston

5. PRESENTATION OF RESOLUTIONS

a. A Resolution Honoring "Richland County Aviation Week" April 23-29, 2023

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

b. A Resolution Recognizing April as Fair Housing Month

The Honorable Overture Walker
The Honorable Jason Branham
The Honorable Derrek Pugh
The Honorable Yvonne McBride
The Honorable Paul Livingston
The Honorable Allison Terracio
The Honorable Don Weaver

The Honorable Gretchen Barron
The Honorable Jesica Mackey
The Honorable Cheryl English
The Honorable Chakisse Newton

- c. A Resolution Recognizing "EdVenture Children's Museum"

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

- d. A Resolution recognizing "The Month of the Military Child"

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

- e. A Resolution recognizing Richland Library and declaring April 23-29 as National Library Week

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

6. APPROVAL OF MINUTES

The Honorable Overture Walker

- a. Regular Session: April 4, 2023 [PAGES 11-28]

7. ADOPTION OF AGENDA

The Honorable Overture Walker

8. REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS [Pursuant to SC Code 30-4-70]

Patrick Wright,
County Attorney

After Council returns to open session, council may take action on any item, including any subsection of any section, listed on an executive session

agenda or discussed in an executive session during a properly noticed meeting.

- a. Alvin S. Glenn Detention Center
- b. Allen University Property Request – 1741 Cushman Drive, Columbia, SC 29203

9. CITIZEN'S INPUT

The Honorable Overture Walker

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

10. 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.)

11. REPORT OF THE COUNTY ADMINISTRATOR

- a. Updates for Consideration:

Leonardo Brown,
County Administrator

- 1. Fair Housing Month [PAGE 29]
- 2. Land Development Code Community Meetings [PAGE 29]
- 3. Ag + Art Tour [PAGE 29]
- 4. Communications [PAGE 30]
 - a. Fireworks Ordinance Communications Plan [PAGES 31-32]
 - b. Residential Rental Property Registration & Regulations Ordinance Communications Plan [PAGES 33-34]
 - c. Redistricting Communication Plan [PAGES 35-36]

- b. Administrator's Nomination:

- 1. Solicitor's Office – Case Management System [PAGES 37-40]
- 2. Community Planning & Development – Community Development Division – Grant Single Audit Service [PAGES 41-50]
- 3. Housing Court & NCSC Eviction Diversion Initiative Grant [PAGES 51-52]

12. REPORT OF THE CLERK OF COUNCIL

Anette Kirylo,
Clerk of Council

13. REPORT OF THE CHAIR

The Honorable Overture Walker

14. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Overture Walker

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public

infrastructure credits to Verve Columbia Blossom, LLC a company previously identified as Project Subtext; and other related matters

- b.** Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Siquino RC, LLC a company previously identified as Project Siquino; and other related matters
- c.** Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement between Richland County, South Carolina and FN America, LLC, a project previously identified as Project Charlie Echo, to provide for payment of a fee-in-lieu of taxes; authorizing certain special source credits; and other related matters
- d.** Authorizing the transfer of certain real property owned by Richland County and located in the Northpoint Industrial Park to Osmium Development Group, a company previously identified as Project Osmium; and other matters related thereto

15. APPROVAL OF CONSENT ITEMS

The Honorable Overture Walker

- a.** Case # 22-040MA
Mark Meadows
RU to GC (1.00 Acres)
311 Killian Road
TMS # R14781-04-10 [THIRD READING] [PAGES 53-54]
- b.** Case # 23-001MA
Heather Bounds
M-1 to RS-HD (77.78 Acres)
N/S Hard Scrabble Road
TMS # R17301-02-01 [THIRD READING] [PAGES 55-56]
- c.** Case # 23-002MA
James Stenbridge
PDD to RS-LD (4.01 Acres)
110 Jacobs Mill Pond Road
TMS # R25810-03-08 [THIRD READING] [PAGES 57-58]
- d.** Case # 23-003MA
Wesley Slice
RU to GC (4 Acres)
1000 W Shady Grove Road
TMS # R02600-06-16 [THIRD READING] [PAGES 59-60]

- e. Case # 23-004MA
Carlos Hart
RS-MD to GC (0.31 Acres)
7011 Frost Ave
TMS # R07614-01-10 [THIRD READING] [PAGES 61-62]
- f. Case # 23-006MA
Ross P. McClary
PDD to RU (3.00 Acres)
11447 & 11451 Garners Ferry Rd
TMS # R35200-09-10 and 38 [THIRD READING]
[PAGES 63-64]

16. THIRD READING ITEMS

The Honorable Overture Walker

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Verve Columbia Blossom, LLC a company previously identified as Project Subtext; and other related matters [PAGES 65-88]
- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Siquo RC, LLC a company previously identified as Project Siquo; and other related matters [PAGES 89-111]
- c. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement between Richland County, South Carolina and FN America, LLC, a project previously identified as Project Charlie Echo, to provide for payment of a fee-in-lieu of taxes; authorizing certain special source credits; and other related matters [PAGES 112-146]
- d. Authorizing the transfer of certain real property owned by Richland County and located in the Northpoint Industrial Park to Osmium Development Group, a company previously identified as Project Osmium; and other matters related thereto [PAGES 147-150]

17. 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 Armitage to

provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters
[PAGES 151-184]

18. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Project Urban Renewal; and other related matters
[PAGES 185-207]

19. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Gretchen Barron

a. NOTIFICATION OF APPOINTMENTS

1. Board of Zoning Appeals - Four (4) Vacancies
[PAGE 208]
 1. Sheila Harris
 2. John Gwinn
 3. Stanley Panford
2. Township Auditorium - One (1) Vacancy [PAGE 209]
 1. Sara Caudle
 2. Henry Batts
 3. Sheila Harris
 4. DeAnta Reese
 5. Tuesday Duckett
 6. Carlos Gibbons, Jr. [Incumbent]

b. ITEMS FOR DISCUSSION/ACTION

1. Prior to the Rules and Appointments Committee interviewing applicants to serve on existing vacancies Councilmembers serving as a liaison on a Board, Commission, or Committee should provide the Rules and Appointments Committee with an update on current needs that particular board is trying to fill including but not limited to qualifications and expectations. The Councilmember should make an effort to attend those interviews. (January 3, 2023) [PAGE 210]
2. Eliminate the requirement for applicants who are applying to serve on Boards, Committees, or Commissions to disclose their age range and sex during the application process. Appointments are done based on skills and knowledge. (January 3, 2023) [PAGE 211]

20. REPORT OF THE CORONAVIRUS AD HOC COMMITTEE

The Honorable Gretchen Barron

- a. American Rescue Plan Act Fund Grant Application and Process Update [**PAGES 212-249**]
 - 1. Broadband Services
 - 2. Affordable Housing
 - 3. Youth and Recreation Services
 - 4. Senior Assistance
 - 5. Non-profits

21. OTHER ITEMS

The Honorable Overture Walker

- a. FY23 - District 7 Hospitality Tax Allocations [**PAGES 250-251**]
 - 1. Black Pages International - \$5,000
 - 2. Historic Columbia - \$10,000
 - 3. Columbia International University - \$5,000
- b. FY23 - District 2 Hospitality Tax Allocations [**PAGES 252-253**]
 - 1. Black Pages International - \$5,000
- c. FY23 - District 10 Hospitality Tax Allocations [**PAGES 254-255**]
 - 1. Lower Richland Sweet Potato Festival - \$1,500
 - 2. Kingville Historical Foundation - \$20,000
 - 3. EdVenture - \$5,000

22. EXECUTIVE SESSION

Patrick Wright,
County Attorney

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

23. MOTION PERIOD

- a. I move to direct the County Administrator to add Paid Parental Leave as a benefit available to all full-time Richland County employees and to update the Employee Handbook with a policy that reflects a minimum of six weeks of available paid Parental Leave. The goal for implementation date of this new benefit is January 1, 2024.

The Honorable Jesica Mackey

24. ADJOURNMENT

The Honorable Overture Walker



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



Richland County Council
REGULAR SESSION
MINUTES

April 4, 2023 – 6:00 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29204

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

Not present: Gretchen Barron

OTHERS PRESENT: Michelle Onley, Kyle Holsclaw, Judy Carter, Michael Byrd, Angela Weathersby, Dale Welch, Aric Jensen, Patrick Wright, Leonardo Brown, Anette Kirylo, Sandra Haynes, Susan O’Cain, Jeff Ruble, Ashiya Myers, Abhijit Deshpande, Stacey Hamm, Chelsea Bennett, Sarah Harris, Lori Thomas, Quinton Epps, Todd Money, Michael Maloney, and Jennifer Wladischkin

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

Mr. Walker noted that Ms. Barron is traveling for business and will not be in attendance at tonight’s meeting.

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

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

4. **PRESENTATION OF PROCLAMATIONS**

- a. A Proclamation recognizing the 2023 South Carolina Division 1 – 10U Boys State Champions [NEWTON] – Ms. Newton read the proclamation recognizing the 2023 South Carolina Division 1 – 10U Boys State Champions into the record.

Ms. Lydia Overton, East Columbia Youth Basketball League – President, thanked Councilwoman Newton and others for their support.

Ms. Newton recognized Ms. Adrienne Jackson with the Richland County Grants Department, who also serves as the Vice President of the East Columbia Youth Basketball League.

- b. A Proclamation recognizing the retirement of Ms. Gayle Aycock [TERRACIO] – Ms. Terracio read the proclamation recognizing the retirement of Gayle Aycock into the record.

Ms. Gayle Aycock, Lexington Richland Alcohol and Drug Abuse Council – CEO thanked Council for the recognition.

Ms. Terracio recognized the LRADAC staff and LRADAC Board member in the audience.

- c. A Proclamation recognizing April 3-7, 2023, as the Week of the Young Child [MACKEY] – Ms. Mackey read the proclamation recognizing April 3-7, 2023, as the Week of the Young Child into the record and presented the proclamation to Richland County First Step staff members.

5. **PRESENTATION OF RESOLUTION**

- a. A Resolution recognizing April as Child Abuse Prevention Month – Ms. Mackey moved to adopt a resolution recognizing April as Child Abuse Prevention Month, seconded by Ms. English.

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

Not Present: Barron

The vote in favor was unanimous.

Ms. Mackey read the resolution recognizing April as Child Abuse Prevention Month into the record.

Mr. Phillip Dan, Children’s Trust of SC – Board Member, thanked Council for the resolution.

6. **APPROVAL OF MINUTES**

- a. Regular Session: March 21, 2023 – Ms. Terracio moved to approve the minutes as distributed, seconded by Ms. Newton.

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

Not Present: Barron

The vote in favor was unanimous.

- b. Zoning Public Hearing: March 28, 2023 – Ms. Newton moved to approve the minutes as distributed, seconded by Ms. Terracio.

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

Not Present: Barron

The vote in favor was unanimous.

7. **ADOPTION OF AGENDA** – Ms. McBride moved to adopt the agenda as published, seconded by Ms. Mackey.

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

Not Present: Barron

The vote in favor was unanimous.

8. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – There were no items for Executive Session.

9. **CITIZENS' INPUT**

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

10. **CITIZENS' INPUT**

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

11. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Items for Consideration:

1. Planning Commission Recommendations – Land Development Code Map and Text Amendments – Mr. Leonardo Brown, County Administrator stated over the course of several months and multiple meetings, the Planning Commission considered input from various community stakeholders throughout Richland County. The Commission is not ready to share the results with Council. The recommendations are on pp. 24-25 of the agenda packet.

Mr. Christopher Younke, Planning Commission – Chair, presented the following information to Council:

STATUTORY OBLIGATIONS AND REQUIREMENTS – South Carolina has a planning and zoning enabling act codified in Title 6, Chapter 29, SC Code of Laws which authorizes cities and counties to create zoning ordinances and zoning maps. The County is subject to the Planning Act in the performance of its duties.

ADOPTING A LAND DEVELOPMENT CODE:

- Prior to adopting a land development code and zoning map, a city or county must adopt a comprehensive land use plan.
- All zoning ordinances and amendments must conform to the comprehensive plan.
- The Planning Commission must make a recommendation to County Council before it adopts a land use code or zoning map.
- The County Council must hold a public hearing and then adopt the land development code and zoning map by ordinance.

COUNCIL DIRECTION TO COMMISSION – *Zone Map Preparation Process.* Upon adoption of this ordinance, the planning and development department staff shall assist the Richland County Planning Commission to:

- Prepare a zone map amendment, and
- Prepare any related land development code text amendments (the ledger of recommendations)

Mr. Younke stated the Planning Commission's goal was to minimize disruption for the public and maintain continuity in the zoning as we transitioned from a dated 2005 Code to a current one.

OVERALL PROCESS AND CURRENT PLACE

March 2015	Council adopts Comprehensive Land Use Plan update
2016 through 2020	County’s consultant and Planning staff meet with community and draft land development code update
June 2021	Planning Commission discusses proposed LDC revisions
November 2021	Council adopts 2021 Land Development Code text and defers Zoning Map consideration.
April 2022	Council directs the Planning Commission to “Restart” the zoning map and text amendment process (Ledger of Recommendations created)
November 2022	Planning Commission recommends a zoning map and text amendments to Council (Motion to pass Ledger to Council)
December 2022 through January 2023	County staff conducts Lower Richland focus group.
February 2023	County begins media campaign notifying public the Planning Commission has made a recommendation.
March 2023	Council receives first report following the Planning Commission process from Administrator Brown

ZONING MAP RECOMMENDATIONS:

- Is a translation of zones from the 2005 LDC to their equivalent in the 2021 LDC based on the “translation table” in the adopted 2021 LDC, with two exceptions:
 - Exception #1 – The Commission recommended that the Council add the M-1 Zone back into the 2021 LDC text.
 - Exception #2 – The translation table had more than one possible translation for rural zones, so the Commission created a metric for determining whether a property should be classified as AG, HM, or RT. The rule was applied to Rural and Rural Residential zones and is based on size/acreage:

 AG = 35 acres or larger;
 HM = 3-35 acres;
 RT = 0-3 acres.

PLANNING COMMISSION RECOMMENDATION: ZONING MAP – The Planning Commission recommended Zoning Map is based on the translation table (see attached).

TEXT AMENDMENT RECOMMENDATIONS:

- The Planning Commission approved 30 motions related to text amendments:
 - 6 motions related to minimum densities and minimum lot sizes in the AG, HM, and RT rural zones;
 - 1 motion to remove multiple-dwelling uses in the R2, R3, and R4 zones;
 - 1 motion to remove the manufactured-home use from the R2 zone;
 - 5 motions to add or delete uses from rural zoning designations;
 - 16 motions to amend how subdivisions are designed, including density bonus calculations, lot size ranges, and energy efficiency standards;
 - 1 motion to add the M-1 zone designation back into the Land Development Code.

NEXT STEPS – Mr. Aric Jensen, Assistant County Administrator, thanked Mr. Branham, the previous Planning Commission Chair, and instrumental in getting the “train down the tracks and into the station.” He noted the process stalled during the pandemic.

February through June 2023	Community meetings
June 27, 2023	Zoning Public Hearing
July 18, 2023	First Reading Zoning Map
August 29, 2023	Second Reading Zoning Map
September 12, 2023	Third Reading Zoning Map; Moratorium on new development applications (6 months); First Reading LDC text amendment
October 3, 2023	Second Reading LDC text; LDC text public hearing

**Regular Session
April 4, 2023**

November 7, 2023	Third Reading LDC text
March 12, 2024	Expiration of moratorium

Mr. Gary Dennis, Planning Commission Member, thanked Council for “restarting” the process. He noted there is an affordable housing shortage, and there were concerns expressed regarding manufactured homes. He indicated that no changes were made to the section regarding manufactured homes and carried over to the new code.

Mr. Branham stated he has a lot of blood, sweat, and tears in the process. He is grateful the recommendations are formally before Council. He encouraged those engaged with the Planning Commission to now be engaged with Council.

Mr. Brown noted this process is uniquely before Council. The next step(s) is to decide how you move forward.

Ms. Newton stated there is a motion in the “Motion Period,” which allows Council to determine how to move forward.

2. Land Development Code Community Meetings – The upcoming Land Development Code Community meetings are as follows:
 - a. April 10, 2023, New Castle/Trenholm Acres, 6:00-7:30 PM
 - b. April 12, 2023, Council Chambers, 6:00-7:30 PM
3. Ag+Art Tour – The Richland County Ag + Art Tour will be held on June 10, 2023, 10:00-4:00 PM, and June 11, 2023, 1:00-5:00 PM. These are free, self-guided tours that feature local artisans at each site. This year’s tours will showcase agriculture, forestry, foreign businesses, and art at 15 sites across Richland County. The tours aim to raise awareness about where our wood, food, and fiber products come from while celebrating and supporting local artists, musicians, and businesses. The SC Ag + Art Tour is led by the Clemson University Cooperative Extension. Richland Soil and Water Conservation District administers the tours with the support of Richland County, the Conservation Commission, and a number of other public and private sponsors.
4. Alvin S. Glenn Detention Center (ASGDC) – Mr. Brown stated on pp. 26-77 of the agenda packet is the information presented to the Detention Center Ad Hoc Committee on March 21, 2023. The highlights from the meeting are as follows:
 - There have been incremental increases in staffing;
 - The kitchen renovation is substantially complete; we are awaiting the installation of new equipment
 - The latest DHEC report was 97% out of 100%;
 - Hiring for a Director and Compliance Director is underway; both of these positions will report to the County Administrator;
 - Information related to the Willo Wedge Locking System timeline and project pricing are included in the agenda packet

Mr. Weaver inquired as to the anticipated date of completion.

Mr. Brown noted the timeline for the project is outlined on pp. 56-57 of the agenda packet. The completion date is anticipated to be June 28, 2024.

5. Fireworks and Absentee Landlord Ordinances and Redistricting Lines – Mr. Brown indicated there are communication plans for those. More information will be provided at the next Council meeting. If Council has any questions or feedback, please provide it to Administration.
6. Midlands Heart Walk and Move More Challenge – Mr. Brown noted the County participated in the Midlands Heart Walk and Move More Challenge. The Richland County Sheriff’s Department raised \$900 for heart research through the Heart Walk process. There was an individual who raised \$325. The Richland County Emergency Services had 1200 hours of movement. Each employee who participated was rewarded with 7.5 hours of annual leave.
7. COVID-19 Protocols – Mr. Brown stated there have been questions about what steps the Administrator would take regarding COVID-19 and the processes in place. He noted he would like to get a general idea of how Council feels about removing the barriers.

Mr. Weaver stated he has heard from several Councilmembers that they would like to remove the barriers, and he favors their removal.

Ms. Newton suggested Councilmembers provide their thoughts to the Chair and/or the Administrator.

Mr. Brown stated he does not want to make a decision that affects Council when Chambers is under Council purview.

Mr. Branham noted he made a motion related to this topic, which will be taken up during the “Motion Period.”

Mr. Walker directed Councilmembers to provide feedback to the County Administrator and copy him on any emails or correspondence.

12. **REPORT OF THE CLERK OF COUNCIL**

- a. American Red Cross Blood Drive – Ms. Anette Kirylo, Clerk to Council, mentioned the County has partnered with the American Red Cross to hold a blood drive on April 11, 2023, 10:00 AM-2:00 PM in the 4th Floor Conference Room. Those wishing to donate should register online at www.redcross.org.

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

14. **APPROVAL OF CONSENT ITEMS**

- a. Case # 22-040MA, Mark Meadows, RU to GC (1.00 Acres), 311 Killian Road, TMS # R14781-04-10 [SECOND READING]
- b. Case # 23-001MA, Heather Bounds, M-1 to RS-HD (77.78 Acres), N/S Hard Scrabble Road, TMS # R17301-02-01 [SECOND READING]
- c. Case # 23-002MA, James Stembridge, PDD to RS-LD (4.01 Acres), 110 Jacobs Mill Pond Road, TMS # R25810-03-08 [SECOND READING]
- d. Case # 23-003MA, Wesley Slice, RU to GC (4 Acres), 1000 W Shady Grove Road, TMS # R02600-06-16 [SECOND READING]
- e. Case # 23-004MA, Carlos Hart, RS-MD to GC (0.31 Acres), 7011 Frost Ave, TMS # R07614-01-10 [SECOND READING]
- f. Case # 23-006MA, Ross P. McClary, PDD to RU (3.00 Acres), 11447 & 11451 Garners Ferry Rd, TMS # R35200-09-10 & 38 [SECOND READING]
- g. Economic Development – Partial Closure of Locklier Road

- h. Utilities – Southeast Sewer Master Plan

- i. Department of Public Works – Roads & Drainage Maintenance Division – Purchase of Vector Truck

Ms. Newton moved to approve Items 14(a) – 14(i), seconded by Ms. English.

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

Not Present: Barron

The vote in favor was unanimous.

Mr. Pugh moved to reconsider Items 14(a) – 14(i), seconded by Ms. English

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

Not Present: Barron

The motion for reconsideration failed.

- j. Animal Services – City of Columbia Intergovernmental Agreement Renewal – Ms. Terracio moved to approve this item, seconded by Ms. Newton.

Ms. McBride requested an update on the agreement and the costs.

Mr. Brown stated this is the agreement with the City of Columbia for shelter services, which is up for renewal. The County does not have its own shelter; therefore, this intergovernmental agreement provides those shelter services. The cost reflected on p. 123 of the agenda packet shows the yearly cost paid to the City. The costs for FY21/22 was \$329,462.43. The cost will increase by no more than 2%, as it relates to CPI. He noted this is the only opportunity for the County to provide shelter services.

Ms. McBride noted it was her understanding that we were paying approximately \$1M.

Mr. Brown directed Ms. McBride's question to Ms. Sandra Haynes, Animal Services – Director.

The Councilmembers and Chamber audience were unable to hear Ms. Haynes.

Ms. McBride indicated she was under the impression applied for Community Impact Grants and were recommended for funding, which would be on top of the contractual agreement.

Mr. Brown responded that he does not believe the City of Columbia shelter applied for Community Impact Grants, but he will confirm.

Ms. McBride stated it was for animal services. She wondered if they had to go through the City of Columbia.

Mr. Livingston stated when he read the proposal, it gave the amount of \$329,000, which would increase by 2%. Therefore, the total cost should be 2% of last year's amount.

Mr. Wright noted the actual amount is the per diem rate per animal. Therefore, the amount can fluctuate.

For clarification, Ms. McBride asked if that was the amount we paid and if additional funds were going to this area.

Mr. Brown stated he would check on the additional funds. To his knowledge, according to the contractual agreement, the County pays the fee for sheltering the animals to the City.

Ms. Terracio indicated Ms. McBride might be thinking of Pawmetto Lifeline.

Ms. McBride stated she thought Pawmetto Lifeline worked directly with the City.

Ms. Terracio stated it is her understanding there is a contractual relationship between the City and the organization.

Ms. McBride stated she was trying to determine how much money the County was putting into this program area.

Mr. Brown noted, at one time, the County and Lexington County partnered to provide funding to Pawmetto Lifeline to construct their facility. Approximately a year ago, the County honored Pawmetto Lifeline's request to sever the contractual agreement.

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

Not Present: Barron

The vote in favor was unanimous.

Mr. Pugh moved to reconsider this item, seconded by Ms. English.

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

Not Present: Barron.

The motion for reconsideration failed.

15. **SECOND READING ITEM**

- a. Authorizing the transfer of certain real property owned by Richland County and located in the Northpoint Industrial Park to Project Osmium; and other matters related thereto – Mr. Livingston moved to approve this item, seconded by Ms. Mackey.

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

Not Present: Barron

The vote in favor was unanimous.

16. **REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

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

Ms. Terracio requested a synopsis of this project.

Mr. Livingston indicated the resolution is to allow Project Armitage to move forward with their investment in the County.

Ms. Terracio inquired about the number of jobs, etc.

Mr. Walker responded the company's investment is \$6.3M, with 80 jobs and an assessment ratio of 6%.

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

Not Present: Barron

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 Armitage 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.

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

Not Present: Barron

The vote in favor was unanimous.

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

a. **NOTIFICATION OF APPOINTMENTS**

1. Board of Zoning Appeals – Four (4) Vacancies
2. Township Auditorium – One (1) Vacancy

b. **ITEMS FOR DISCUSSION/ACTION**

1. Prior to the Rules and Appointments Committee interviewing applicants to serve on existing vacancies Councilmembers serving as a liaison on a Board, Commission, or Committee should provide the Rules and Appointments Committee with an update on current needs that particular board is trying to fill including but not limited to qualifications and expectations. The Councilmember should make an effort to attend those interviews. (January 3, 2023)
2. Eliminate the requirement for applicants who are applying to serve on Boards, Committees, or Commissions to disclose their age range and sex during the application process. Appointments are done based on skills and knowledge. (January 3, 2023)

Mr. Walker stated Ms. Barron requested the Report of the Rules and Appointments Committee to be deferred until the next meeting.

Ms. Newton moved to defer Items 17(a)(1), 17(a)(2), 17(b)(1), and 17(b)(2) until the April 18th Council meeting, seconded by Mr. Branham.

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

Not Present: Barron

The vote in favor was unanimous.

18. **REPORT OF THE COMMUNITY IMPACT GRANTS COMMITTEE**

- a. Grant Funding Account for FY24 Budget – Ms. Mackey stated the committee discussed the proposed funding amount, and the recommendation is to set aside one mill in FY24 for the Community Impact Grants.

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

Opposed: Branham, McBride, and Weaver

Not Present: Barron

The vote was in favor.

Mr. Brown stated that when you discussed the mill in committee, you discussed it for the last fiscal year so that you would have a known value. He noted if the desire is to approve it, you will need to do it so that you know the value rather than having to wait on a current value.

Ms. Mackey stated the committee recommended the value of one mill. To be more specific, because we do not know the mill's value, we recommend using the value of the mill from the previous year to adequately plan and budget appropriately.

Mr. Walker inquired if Council needed to vote again or reconsider the previous vote.

Mr. Wright stated the best thing to do is to rescind the previous motion and make a new vote.

Ms. Mackey moved to rescind the previous motion, seconded by Ms. Newton.

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

Not Present: Barron

The vote in favor was unanimous.

Mr. Mackey moved to set aside one mill in FY24 for Community Impact Grants. The value of the mill will be associated with the previous year's mill value. Mr. Livingston seconded the motion.

Ms. Newton inquired if the idea is to make a motion next year for funding or for this to continue.

Ms. Mackey responded in the affirmative.

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

Opposed: Branham, McBride, and Weaver

Not Present: Barron

The vote was in favor.

19. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. Mitigation Bank Credit – D.R. Horton, Inc. – Westport Phase 2 Development – Mr. Walker stated the committee recommended approving D.R. Horton's request to purchase mitigation bank credits for the Westport Phase 2 Development. The funds would be credited to the Transportation Penny Program.

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

Not Present: Barron

The vote in favor was unanimous.

- b. Mitigation Bank Credit – Fire Tower Road – Mr. Walker stated the committee recommended approving Fire Tower Logistics' request to purchase 17.47 wetland credits for road construction for \$20,000 per credit. The funds would be credited to the Transportation Penny Program.

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

Not Present: Barron

The vote in favor was unanimous.

- c. Mitigation Bank Credit – River Falls at Tega Cay – Mr. Walker stated the committee recommended approving River Falls at Tega Cay's request to purchase 2.162 wetland credits at a rate of \$12,500 per credit for a value of \$34,231.67. The amount of \$26,304 will be credited back to the Transportation Penny Program, while the remaining \$7,927 will go to the Mill Creek Mitigation Bank.

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

Not Present: Barron

The vote in favor was unanimous.

- d. Use of Project Reserve for Paved Road Resurfacing in FY23/24 – Mr. Walker stated the committee recommended approval of staff's request to transfer \$5M from the Project Reserve Fund to the Pavement Resurfacing Program for use in the FY23/24. This will increase the line item from the Transportation Penny from \$40M to \$45M. He noted Project Reserve Fund is the \$52.5M the County saved when the State took over the Broad River Road Interchange.

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

Not Present: Barron

The vote in favor was unanimous.

Mr. Walker moved to reconsider Items 19(a) – 19(d), seconded by Mr. Pugh.

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

Not Present: Barron

The motion for reconsideration failed.

20. OTHER ITEMS

- a. FY23 – District 4 Hospitality Tax Allocations: Lower Richland Sweet Potato Fest - \$5,000
- b. FY23 – District 8 Hospitality Tax Allocations: Richland County Recreation Foundation - \$5,000

- c. FY23 – District 11 Hospitality Tax Allocations: Lower Richland Sweet Potato Fest - \$20,000; Historic Columbia – Modejeska Simpkins House - \$10,000; Riverbanks Zoo - \$10,000

Mr. Pugh moved to approve Items 20(a) – 20(c), seconded by Ms. Terracio.

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

Not Present: Barron

The vote in favor was unanimous.

Mr. Pugh moved to reconsider Items 20(a) – 20(c), seconded by Ms. Terracio.

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

Not Present: Barron

The motion for reconsideration failed.

- d. A Resolution to appoint and commission Kiera Williams as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Pugh moved to approve this item, seconded by Ms. Mackey.

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

Not Present: Barron

The vote in favor was unanimous.

21. **EXECUTIVE SESSION** – There were no Executive Session items.

22. **MOTION PERIOD**

- a. I move that Council direct the County Administrator to report to Council by April 30 as to plans for reducing or removing COVID-19-related between the public and those providing services or conducting government business at County facilities with specific direction to complete the removal of the plexiglass-like enclosures in front of and in between the seats of the dais in the County Council Chambers and the plexiglass-like enclosures around the speakers' podiums (podia) in the Chambers by May 12, 2023. [BRANHAM] – The Chair referred this motion to the Coronavirus Ad Hoc Committee.
- b. I move that County Council adopt the 2021 Land Development Code text amendments and the zoning map recommended by the Planning Commission by unanimous vote on November 7, 2022, to take effect on the effective date of the full 2021 Land Development Code text and associated maps [BRANHAM] – The Chair referred this motion to the Development & Services Committee.

23. **ADJOURNMENT** – Ms. Newton moved to adjourn the meeting, seconded by Mr. Weaver.

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

Not Present: Barron

The vote in favor was unanimous.

The meeting adjourned at approximately 7:33 PM.

2021 LAND DEVELOPMENT CODE ZONE MAP PROCESS RESTART

Recommendation of the Richland County Planning Commission

Presented by: Chairman Christopher L. Yonke, GISP

Assisted by: Aric A. Jensen, AICP



STATUTORY OBLIGATIONS AND REQUIREMENTS

South Carolina has a planning and zoning enabling act codified in Title 6, Chapter 29, SC Code of Laws which authorizes cities and counties to create zoning ordinances and zoning maps. The County is subject to the Planning Act in the performance of its duties.

(provided previously to Council)



ADOPTING A LAND DEVELOPMENT CODE

- Prior to adopting a land development code and zoning map, a city or county must adopt a comprehensive land use plan.
- All zoning ordinances and amendments must conform to the comprehensive plan.
- The Planning Commission must make a recommendation to County Council before it adopts a land use code or zoning map.
- The County Council must hold a public hearing and then adopt the land development code and zoning map by ordinance.

(provided previously to Council)



COUNCIL DIRECTION TO COMMISSION

Zone Map Preparation Process. Upon adoption of this ordinance, the planning and development department staff shall assist the Richland County Planning Commission to:

- Prepare a zone map amendment, and
- Prepare any related land development code text amendments (the ledger of recommendations)



OVERALL PROCESS AND CURRENT PLACE

March 2015	Council adopts Comprehensive Land Use Plan update
2016 thru 2020	County's Consultant and Planning Staff meet with community and draft land development code update
November 2020 thru June 2021	Planning Commission discusses proposed LDC revisions
June 2021	Commission recommends draft text and zoning map to Council
November 2021	Council adopts 2021 Land Development Code text and defers Zoning Map consideration
April 2022	Council directs the Planning Commission to "Restart" the zoning map and text amendment process (Ledger of Recommendations created)
November 2022	Planning Commission recommends a zoning map and text amendments to Council (Motion to pass Ledger to Council)
December 2022 thru January 2023	County staff conducts Lower Richland focus group
February 2023	County begins media campaign notifying public the Planning Commission has made a recommendation
March 2023	Council receives first report following the Planning Commission process from Administrator Brown



ZONING MAP RECOMMENDATIONS

- Is a translation of zones from the 2005 LDC to their equivalent in the 2021 LDC based on the “translation table” in the adopted 2021 LDC, with two exceptions:

Exception #1 - The Commission recommended that the Council add the M-1 Zone back into the 2021 LDC text.

Exception #2 - The translation table had more than one possible translation for rural zones, so the Commission created a metric for determining whether a property should be classified as AG, HM, or RT. The rule was applied to Rural and Rural Residential zones and is based on size/acreage:

AG = 35 acres or larger;

HM = 3 – 35 acres;

RT = 0 – 3 acres.

TABLE 26-1.9(e): Zoning District Equivalencies

Former Zoning District	New Zoning District
PR: Parks & Recreation	OS: Open Space
TROS: Traditional Recreation Open Space	OS: Open Space
RU: Rural	AG: Agricultural
	HM: Homestead
RR: Rural Residential	HM: Homestead
	RT: Residential Transition
RS-E: Residential Single-family Estate	R1: Residential 1
RS-LD: Residential Single-family Low-Density	R2: Residential 2
RS-MD: Residential Single-family Medium-Density	R3: Residential 3
RS-HD: Residential Single-family High-Density	R4: Residential 4
MH: Manufactured Home	N/A
RM-MD: Residential Multi-family Medium-Density	R5: Residential 5
RM-HD: Residential Multi-family High-Density	R6: Residential 6
OI: Office & Institutional	EMP: Employment
	INS: Institutional
NC: Neighborhood Commercial	MU1: Neighborhood Mixed-Use
RC: Rural Commercial	RC: Rural Crossroads
GC: General Commercial	GC: General Commercial
M-1: Light Industrial	EMP: Employment
LI: Light Industrial	LI: Light Industrial
HI: Heavy Industrial	HI: Heavy Industrial
CC: Crane Creek	CC: Crane Creek
PDD: Planned Development	PD: Planned Development
TC: Town & Country	N/A
AP: Airport Height Restrictive Overlay	AHR-O: Airport Height Restrictive Overlay
C: Conservation	WR-O: Water Resources Overlay
EP: Environmental Protection Overlay	WR-O: Water Resources Overlay
FP: Floodplain Overlay	FP-O: Floodplain Overlay
RD: Redevelopment Overlay	N/A



PLANNING COMMISSION RECOMMENDATION: ZONING MAP

The Planning Commission recommended Zoning Map is based on the adjacent translation table.

Former Zoning District	New Zoning District
PR: Parks & Recreation	OS: Open Space
TROS: Traditional Recreation Open Space	OS: Open Space
RU: Rural RR: Rural Residential	AG: Agricultural (35 acres+) HM: Homestead (3-35 acres) RT: Residential Transition <3 acres)
RS-E: Residential Single-family Estate	R1: Residential 1
RS-LD: Residential Single-family Low-Density	R2: Residential 2
RS-MD: Residential Single-family Medium-Density	R3: Residential 3
RS-HD: Residential Single-family High-Density	R4: Residential 4
RM-MD: Residential Multi-family Medium-Density	R5: Residential 5
RM-HD: Residential Multi-family High-Density	R6: Residential 6
MH: Manufactured Home	Closest Matching R Zone
OI: Office & Institutional	EMP: Employment INS: Institutional
NC: Neighborhood Commercial	MU1: Neighborhood Mixed-Use
None/New	MU2: Corridor Mixed-Use
None/New	MU3: Community Mixed-Use
RC: Rural Commercial	RC: Rural Crossroads
GC: General Commercial	GC: General Commercial
M-1: Light Industrial	M-1: Light Industrial
LI: Light Industrial	LI: Light Industrial
HI: Heavy Industrial	HI: Heavy Industrial
CC: Crane Creek	CC: Crane Creek
PDD: Planned Development	PD: Planned Development
TC: Town & Country	Deleted
New	PD-EC: Planned Development Employment Campus
New	PD-TND: Planned Development Traditional Neighborhood Design
AP: Airport Height Restrictive Overlay	AHR-O: Airport Height Restrictive Overlay
C: Conservation Overlay	WR-O: Water Resources Overlay
EP: Environmental Protection Overlay	WR-O: Water Resources Overlay
FP: Floodplain Overlay	FP-O: Floodplain Overlay
RD: Redevelopment Overlay	Deleted
CRD: Corridor Redevelopment Overlay	NC-O: Neighborhood Character Overlay
DBWP: Decker Boulevard/Woodfield Park Neighborhood Redevelopment Overlay	NC-O: Neighborhood Character Overlay
New	MI-O: Military Installation Overlay



TEXT AMENDMENT RECOMMENDATIONS

- The Planning Commission approved 30 motions related to text amendments (see ledger):
 - 6 motions related to minimum densities and minimum lot sizes in the AG, HM, and RT rural zones;
 - 1 motion to remove multiple-dwelling uses in the R2, R3, and R4 zones;
 - 1 motion to remove the manufactured-home use from the R2 zone;
 - 5 motions to add or delete uses from rural zoning designations;
 - 16 motions to amend how subdivisions are designed, including density bonus calculations, lot size ranges, and energy efficiency standards;
 - 1 motion to add the M-1 zone designation back into the Land Development Code.



NEXT STEPS

February thru June 2023

Community meetings

June 27, 2023

Zoning public hearing

July 18, 2023

First reading Zoning Map

August 29, 2023

Second reading Zoning Map

September 12, 2023

Third reading Zoning Map; Moratorium on new development applications (6 months); First reading LDC text amendment

October 03, 2023

Second reading LDC text; LDC text public hearing

November 07, 2023

Third reading LDC text

March 12, 2024

Expiration of moratorium





Report of the County Administrator

Regular Session - April 18, 2023

UPDATES FOR CONSIDERATION:

Fair Housing Month

April 2023 commemorates the 55th anniversary of the passage of the Fair Housing Act, the landmark civil rights law signed by President Lyndon B. Johnson on April 11, 1968. The purpose of the Act was to put an end to inequities in the housing system and eliminate racial segregation in neighborhoods — and guarantee that all Americans have the right to obtain the housing free from discrimination based on race, color, national origin, religion, gender, disability, or family status. The law prohibits discrimination in the sale, rental, and financing of housing, and requires Federal, State, and local governments to proactively dismantle the discriminatory structures that held back people of color and other underserved populations from equitable access to the neighborhoods of their choice.

For more information, visit <http://richlandcountysc.gov/FairHousing>.

Land Development Code Community Meetings

Date & Time	Location	Council District
Monday, April 10 at 6PM	New Castle Trenholm Acres Community Center	3,6,7,8
Wednesday, April 12 at 6PM	Council Chambers	4,5,6

Ag + Art Tour (June 10 – June 11, 2023)

Saturday 10am to 4pm

Sunday 1 to 5pm

Led by Clemson University Cooperative Extension, eleven counties across the state will host Ag + Art Tours on weekends in May and June.

Ag + Art Tours are free, self-guided farm tours to raise awareness about where our food, wood, and fiber products come from while celebrating and supporting local artists, musicians, and businesses at each site.

The Richland Soil and Water Conservation District administers the Richland County Ag + Art Tour with the support of Richland County, the County's Conservation Commission, and a number of public and private sponsors. The tour will showcase agriculture, forestry, farm businesses, and art at fifteen tour sites across Richland County.

For more information, visit AgAndArtTour.com.

Communications:

- FIREWORKS ORDINANCE COMMUNICATIONS PLAN
- RESIDENTIAL RENTAL PROPERTY REGISTRATION & REGULATIONS ORDINANCE COMMUNICATIONS PLAN
- REDISTRICTING COMMUNICATIONS PLAN

ADMINISTRATOR'S NOMINATION:

Solicitor's Office – Case Management System: The Solicitor's Office requests approval of a contract with Matrix Pointe Software, LLC for data storage, case organization, and workflow adjustments

Community Planning & Development -Community Development Division – Grant Single Audit Service: The Grants Department respectfully requests approval for an additional task order to expand the scope of work for grant single audit services with the current professional services agreement with Moss Adams for construction-bond program management, auditing controls, and regulatory grant compliance analysis for award and post award grant management cycles. These are highly specialized accounting activities that are an inherent part of administering federal grants in excess of \$750,000. Moss Adams will assist the County with meeting requisite timeliness and accuracy requirements for the HUD CDBG Disaster Recovery Mitigation, Emergency Rental Assistance Program, and Public Assistance Programs.

ATTACHMENTS:

1. Fireworks Ordinance Communication Plan
2. Residential Rental Property Registration & Regulations Communications Plan
3. Redistricting Communications Plan
4. Agenda Briefing: Solicitor's Office – Case Management System
5. Agenda Briefing: Community Planning & Development -Community Development Division – Grant Single Audit Service



Richland County Fireworks Ordinance Communications Plan

Summary

- The Richland County Office of Communications is developing a comprehensive communications strategy for public awareness following the adoption of a new Fireworks Ordinance by the Richland County Council. The action taken by Council on March 7, 2023 establishes the offense of using, discharging, shooting, or igniting fireworks or similar explosives within unincorporated Richland County between certain hours, to provide exceptions, and to provide a penalty for each violation.
- The Office of Communications will increase public awareness and engagement through the use of various platforms including but not limited to social media, earned and paid traditional media, digital media, news releases and advisories, the weekly Richland Review, and the Richland County website. A third-party media buyer will be utilized, as necessary, to assist with the placement of paid media. A timeline for the run of content will be established under the third-party's advisement. A social and digital media content calendar also will be included.

Objectives

- The objective of the strategic communications plan is to well-inform residents and raise public awareness about the new Fireworks Ordinance adopted by Richland County Council on March 7, 2023. The Ordinance will take effect in unincorporated Richland County on July 1, 2023.

Strategy

- The Office of Communications will utilize various forms of outreach to engage with constituents to allow for a clearer understanding of the law and how the newly established regulations will impact residents. Platforms will include but are not limited to social, digital, and traditional media.
- Richland County District 2 Councilman Derek Pugh will serve as primary spokesperson. Richland County Council Chairman Overture Walker also has been identified for interviews as appropriate. The Fireworks Ordinance will take effect on July 1, 2023.
- Richland County Council, Administration, and the Office of Communications will provide clear and concise messaging pertaining to the Ordinance to ensure constituents have a full understanding of the matter. Avenues of public engagement are intended to address any concerns or questions while providing an open dialogue with the residents and communities we serve.

Target Audience

- Constituents in unincorporated areas of Richland County
- Richland County staff
- Media

Key Messaging

- Who does the ordinance impact?
- What are the key components of the ordinance that residents need to know?
- When does the ordinance take effect?
- Why did Council vote to establish the amended ordinance?

Communication Tactics

Owned Media	Paid & Earned Media
County Social Media Platforms	Commercials (Radio / TV)
Weekly Review - Newsletter	Newspaper Ads (Digital / Print)
PSA Video	Billboards
Website	Media Interviews
Media Release(s)	

Timeline

- **Week of April 3, 2023** – Media buyer identified by Communications office - \$8000 total cost
- **Full campaign launch – Monday, May 1, 2023**
 - **Week of April 17**
 - Film and edit interview/PSA with Councilman Pugh
 - Finalize FAQ section for the website
 - Finalize first draft of the social, digital, and traditional media content calendars
 - **Monday, May 1, 2023**
 - Launch webpage
 - Distribute media release outlining ordinance
 - Post social info graphics to coincide with news release
 - Weekly social posts will be scheduled leading up to Saturday, July 1, 2023
 - **Friday, May 7, 2023**
 - Include mention and info graphics in the Richland Review
 - **Week of May 15, 2023**
 - Begin scheduling live media interviews (Soda City Live, morning shows, etc)
 - **Thursday, June 1, 2023**
 - Distribute second news release and other coinciding materials (*one month out reminder*)
 - **Saturday, July 1, 2023**
 - Ordinance takes effect
- **Please note portions of the timeline will be fluid as new materials are developed**



Richland County Residential Rental Property Registration & Regulations Communications Plan

Summary

- The Richland County Office of Communications is developing a comprehensive communications strategy for public awareness following the adoption of an amended ordinance to safeguard all neighborhoods within unincorporated Richland County from blight and unsafe living conditions. The action taken by Council on February 7, 2023 requires the owners, tenants, property management companies, and property managers to share equally in the burden and liability of the compliance with all county property and building related ordinances and regulations.
- The Office of Communications will increase public awareness and engagement through the use of various platforms including but not limited to social media, earned and paid traditional media, digital media, the weekly Richland Review, and the Richland County website. A third-party media buyer will be utilized, as necessary, to assist with the placement of paid traditional media. A timeline for the run of content will be established under the third-party's advisement. A social and digital media calendar also will be included.

Objectives

- The objective of the strategic communications plan is to well-inform residents and raise public awareness about the amended ordinance enacted by Council on February 7, 2023.

Strategy

- The Office of Communications will utilize various forms of outreach to engage with constituents to allow for a clearer understanding of the law and how the amended regulations impact residents. Platforms will include social, digital and traditional media.
- Richland County District 11 Councilwoman Chakisse Newton will serve as primary spokesperson. Richland County Council Chairman Overture Walker also has been identified for interviews as appropriate.
- Richland County Council, Administration, and the Office of Communications will provide clear and concise messaging pertaining to the Ordinance to ensure constituents have a full understanding of the matter. Avenues of public engagement are intended to address any concerns or questions while providing an open dialogue with the residents and communities we serve.

Target Audience

- Constituents in unincorporated areas of Richland County
- Richland County staff
- Media

Key Messaging

- Who does the ordinance impact?
- What are the key components of the ordinance that residents need to know?
- Why did Council vote to establish the amended ordinance?

Communication Tactics

Owned Media	Paid Media
County Social Media Platforms	Television
Weekly Review – Newsletter	Newspaper
RCTV	PSA
Website	

Timeline

- Weeks of April 17 – May 1, 2023
 - Develop info graphics and social content
 - Draft media release
 - Draft website FAQ
 - Film and produce PSA
 - Prepare speaking points/messaging for communities that may request a guest speaker to address the ordinance
- Week of May 15, 2023
 - Distribute media release
 - Post social content
 - Post website content
 - Share PSA
 - Share media release and info graphics with neighborhood databases
- Friday, May 19, 2023
 - Share in Richland Review



Richland County Redistricting Communications Plan

Summary

- The Richland County Office of Communications is developing a comprehensive communications strategy for public awareness following the adoption of an ordinance establishing new electoral districts for the election of members of Richland County Council. The action taken by Council on February 8, 2022 divides the County into 11 new districts for the purpose of electing members to the Council.
- The Office of Communications will increase public awareness and engagement through the use of various platforms including but not limited to social media, digital media, the weekly Richland Review, and the Richland County website.

Objectives

- The objective of the strategic communications plan is to well-inform residents and raise public awareness about the ordinance enacted by Council on February 8, 2022.

Strategy

- The Office of Communications will utilize various forms of outreach to engage with constituents to allow for a clearer understanding of the law and how the amended regulations impact residents. Platforms will include social and digital media.
- Richland County Council Chairman Overture Walker will serve as primary spokesperson.
- Richland County Council, Administration, and the Office of Communications will provide clear and concise messaging pertaining to the Ordinance to ensure constituents have a full understanding of the matter. Avenues of public engagement are intended to address any concerns or questions while providing an open dialogue with the residents and communities we serve.

Target Audience

- All constituents of Richland County
- Richland County staff
- Media

Key Messaging

- Who does the ordinance impact?
- What are the key components of the ordinance that residents need to know?
- Why did Council vote to establish the amended ordinance?

Communication Tactics

Owned Media
County Social Media Platforms
Weekly Review - Newsletter
RCTV
Website

Timeline

- **Week of April 3, 2023**
 - Updates made to Richland County website
- **Weeks of April 17 – May 1, 2023**
 - Develop info graphics and social content
 - Prepare speaking points/messaging for communities that may request a guest speaker to address the ordinance
- **Week of May 8, 2023**
 - Post graphics and content on social media and RCTV
 - Post any additional website content
 - Share info graphics with neighborhood databases
- **Friday, May 12, 2023**
 - Share in Weekly Review



Agenda Briefing

Prepared by:	Justin Martin	Title:	Project Manager
Department:	Solicitor's Office	Division:	
Date Prepared:	April 4, 2023	Meeting Date:	April 18, 2023
Legal Review	Patrick Wright via email	Date:	April 11, 2023
Budget Review	Abhijit Deshpande via email	Date:	April 11, 2023
Finance Review	Stacey Hamm via email	Date:	April 11, 2023
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Regular Session		
Subject	Solicitor Case Management System		

RECOMMENDED/REQUESTED ACTION:

The Solicitor's Office requests approval of a contract with Matrix Pointe Software, LLC for data storage, case organization, and workflow adjustments.

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:

All funding is fully allocated.

The Solicitor's office has secured a grant of \$340,000 from the U.S. Department of Justice that must be used to implement a modern case management system. Additionally, \$240,000 in American Rescue Plan funds is allocated to this project as well as \$600,000 from the South Carolina General Assembly Appropriations Act.

A data conversion fee is due upon entering into the agreement. The Office will also pay a monthly fee to store data. As data grows, the fee will increase. Matrix charges \$20 a month per terabyte (TB) of storage. The Solicitor's Office anticipates monthly data costs to rise approximately \$100 a month. Monthly licensing fees and the implementation fee is anticipated to begin November 01, 2023.

One Time Conversion Fee	\$10,000
One Time Implementation Fee	\$110,000
Monthly Licensing Fee	\$10,000
One Time SC SLED Integration Fee	\$5,000
Anticipated Additional Storage Costs Fiscal Year 23-24	\$3,000
Anticipated Costs Fiscal Year 23-24	\$13,000
Anticipated Costs Fiscal Year 24-25	\$197,200
Anticipated Costs Fiscal Year 25-26	\$144,200
<i>Applicable department/grant key and object codes:</i>	1200992020 / 529501

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Request for Proposal RC-559-P-23 was issued on January 5, 2023 and closed on February 10, 2023. There were five (5) submissions. An evaluation team scored the submittals based on past performance, the ability to meet the technical requirements, training and post award support, and cost. The scores were totaled and the offerors were ranked and Matrix Pointe Software, LLC was the highest ranked offeror.

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

There are no legal concerns with the version of agreement as approved by the County Attorney’s office.

REGULATORY COMPLIANCE:

All information is stored within an encrypted environment that meets Federal CJIS requirements and has been approved by the South Carolina Law Enforcement Division (SLED). Full database backups are taken weekly, incremental database backups are taken daily, and transaction log backups are taken every fifteen minutes. Copies of these backups are maintained in multiple locations to meet disaster recovery requirements. Other features include:

- Multi-factor authentication required to access data.
- Provides a standard GJXDM/NIEM interface for accepting cases from law enforcement.
- Supports warrant-based prosecution.
- Cases can be made confidential so that they are only accessible to members of user-defined security groups.
- Juvenile cases can be marked confidential or restricted to certain users.
- Supports management of South Carolina diversion programs.
- County maintains ownership of all data.
- All services and data storage occur within the United States.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Fifth Circuit Solicitor's Office requests that Richland County Council approve the contract with Matrix Pointe Software, LLC. Solicitor's Office staff have evaluated several vendor proposals and have determined that Matrix provides services that are best suited for its needs. The proposal addresses the office's difficulty with data storage, case organization, and workflow adjustments.

Matrix will allow law enforcement agencies access to a case's status without the need to call or email Solicitor's office staff as well as provide a secure portal to add additional filings to cases as they mature. Included features will direct actions required by staff to perform necessary duties in a timely fashion. All filings, notes, and associated work product will be placed within Matrix; thereby, drastically improving the organization's ability to process cases. Sharing discovery with the Public Defender's Office and defense attorneys will become less time intensive and more secure.

Once the contract is executed, the Fifth Circuit Solicitor's Office will immediately begin the process of converting the data of its current case management system for use in Matrix. Several members of staff will meet weekly with a designated team from Matrix to address quality assurance of data conversion, document conversion, and establishing workflows within the software for every function performed by the office. Once all data is converted and workflows are established, every member of the Solicitor's Office will be trained to use the system. Matrix will be the primary and only case management system following the go-live date.

Implementation of Matrix will vastly improve the office's capacity to keep cases organized and move them to disposition more quickly. Staff will have the capacity to store all of their filings, notes, actions and associated communications together within the system. When cases change hands among staff, the new prosecutor will know exactly what action has been performed and what steps to take next. Communication between law enforcement and defense council will also be streamlined with the functionality provided. The Solicitor's Office have more capacity to study the data it tracks to find new, emerging or fading crime trends. Additionally, the Office will be able to find and share higher quality information with prosecutorial partner agencies.

If the Solicitor's Office is not able to enter into the agreement with Matrix, it will continue its use of the existing case management system which is dangerously near capacity regarding its storage, preventing staff from placing all related case filings in it. This causes the Office to maintain hard copies of files and physical optical discs (cd/DVD/Blu-ray) that often become damaged beyond usability. Staff must then re-request information from law enforcement agencies, resulting in inefficiencies. The current system also does not have several built-in functions leading staff to develop work-arounds elsewhere that are not adequately maintained. The County-owned server which houses the current system is approaching its end-of-life and would require replacement within the next year. The replacement would be in addition to annual renewal fees to the current provider.

Eight members of the Solicitor's Office staff, representing the unique requirements of their division within the office, performed evaluations of five different case management vendors' proposals regarding solutions to the Office's current needs. When considering functionality, technical soundness, and cost, staff determined Matrix to be the best solution for the entirety of the office.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

This project aligns directly with Richland County's Strategic Goal 6: Establish Operational Excellence; Objective 6.3: Modernize employee technology.

By converting all of the Office's workflows to Matrix, staff will be able to improve the efficiency at which they process their case load. Employees will spend significantly less time re-doing work previously done by others on staff, and the evidence and data transfers between the office, law enforcement partners, defense attorneys, and record keepers will become more efficient and secure.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Our pending contract with Matrix Pointe Software (Matrix) was submitted for review in March 2023. Since that time, three (3) South Carolina Circuit Solicitors have chosen to migrate their case management needs to Matrix. If final approval extends into May 2023, other circuits who have already completed the contract process will be placed ahead of the Richland County Solicitor's Office in the installation queue. Moreover, a delay in executing the contract will likely cause the Office to incur additional costs of up to \$50,000 to continue use of the current system (Spartan) in addition to the potential cost of investing money in a replacement server to meet growing data storage needs.

ATTACHMENTS:



Agenda Briefing

Prepared by:	Sarah Harris	Title:	Director
Department:	Community Planning & Development	Division:	Community Development
Date Prepared:	March 27, 2023	Meeting Date:	April 18, 2023
Legal Review	Patrick Wright via email	Date:	April 11, 2023
Budget Review	Abhijit Deshpande via email	Date:	April 10, 2023
Finance Review	Stacey Hamm via email	Date:	April 11, 2023
Approved for consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Meeting/Committee	Regular Session		
Subject	Seeking Approval for Additional Task Order to Expand Scope of Work for Grants		

RECOMMENDED/REQUESTED ACTION:

The Grants Department respectfully requests approval for an additional task order to expand the scope of work for grant single audit services with the current professional services agreement with Moss Adams for construction-bond program management, auditing controls, and regulatory grant compliance analysis for award and post award grant management cycles. These are highly specialized accounting activities that are an inherent part of administering federal grants in excess of \$750,000. Moss Adams will assist the County with meeting requisite timeliness and accuracy requirements for the HUD CDBG Disaster Recovery Mitigation, Emergency Rental Assistance Program, and Public Assistance Programs.

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"/>	Yes
If not, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Costs associated with this audit are:

- \$125,000: Moss Adams Performance Grant Audit [ERAP, DR, FEMA, MIT]
- \$100,000: Moss Adams Performance Audit [Closeout]

<i>Applicable department/grant key and object codes:</i>	GL: 11001890000.526500
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OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Moss Adams is currently performing a critical audit performance evaluation for the County which involves proprietary information from this specific grant monitoring activity. As such, this request is for approval of a Task Order expanding and extending the existing contract to include the additional services identified herein.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Moss Adams will be reviewing federal guidelines under the Code of Federal Regulations for Grant Accounting and Programmatic compliance for 2 & 24 CFR 200 (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>).

As part of 2 CFR 200, Subpart F, external third-party reviews must occur for Single Audit thresholds over \$750,000 (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F>).

National standards of AICPA-American Institute of Certified Public Accountants for monitoring methodologies adhere to the 2 CFR 200, Subpart F auditing standards for Grants Accounting.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Grants Department's request for Moss Adams support services addresses vendor management across the disaster recovery, mitigation, emergency rental assistance, and public assistance programs. Due to the complexity and specialized nature of the grant audit and accounting for large federal grant awards, Richland County is obligated to utilize third party vendors who are certified and trained in construction-bond program management, auditing controls, and regulatory grant compliance associated with the entire grant lifecycle.

The request and proposal follow industry best practices for federal grant compliance, identifying unique solutions and barriers through performance auditing services. Federal regulations as set forth in 2 & 24 CFR 200 will be followed as part of this process. The review and internal federal system reconciliation will be congruent with national standards established by the American Institute of Certified Public Accountants and the Code of Federal Regulations for grants management.

The scope of services will include a thorough review of the grant programs with a focus on vendor management and the HUD nationwide database for the Integrated Disbursement and Information System (IDIS), which provides HUD with current information across grant activities for programmatic and financial review.

The key steps and deliverables will include project kickoff, project management, planning phase, conducting interviews, and sample-based testing, reconciliation, and an evaluation of closeout plan accumulation.

The objective of this request is to formally develop frameworks to ensure fiscal compliance. This fact-finding methodology will build trust between government entities, funders, pass-through entities, subrecipients, and the community.

If denied approval, the County will be unable to meet the auditing and review requirements of these grant programs. This would likely result in fiscal penalties from the granting agencies and also reduce the likelihood of receiving future funding.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal 3: Commit to fiscal responsibility

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

ATTACHMENTS:

1. Moss Adams Performance Audit [Closeout]
2. Moss Adams Performance Audit [ERAP, DR, FEMA, MIT]

**Master Services Agreement Statement of Work
CONSULTING SERVICES**

COUNTY OF RICHLAND, SOUTH CAROLINA

MARCH 28, 2023

This Statement of Work ("SOW") is issued pursuant to the Master Services Agreement (the "MSA" or "Agreement") between Moss Adams and you. This SOW incorporates all terms and conditions of the Agreement as if fully set forth herein. Any term not otherwise defined shall have the meaning specified in the Agreement.

Scope of Services:

Moss Adams will provide grant compliance consulting services to the County of Richland, South Carolina (the "County") in relation to the Disaster Relief Program ("Program") and the approximately \$25 million in funding received from the Department of Housing and Urban Development (HUD). Based on preliminary discussions with Management, we understand that HUD previously issued findings for non-compliance, and the County has concerns related to how the funds were managed. We will assist the County with specific grant closeout procedures related to the HUD funding, and perform sample-based compliance testing to evaluate the risk of non-compliance, including the potential for unallowable costs. Based on our initial understanding of the County's needs, we have developed the preliminary workplan below to describe the procedures that will be performed. This workplan will be finalized in Phase 2.

Project Workplan	
Phase 1: Project Kick-off and Management	<ul style="list-style-type: none"> ● <i>Project Kick-off:</i> We will conduct a kickoff meeting with County stakeholders to confirm the objectives and expectations and discuss the overall project scope, logistics, deliverables, timing, and progress reporting requirements. We will clarify the responsibilities of Moss Adams and County personnel (i.e., providing requested documents and scheduling interviews). We will work with the County to define a project liaison that we will work with throughout the course of our services. ● <i>Project Management:</i> We will conduct rigorous project management for the duration of the project, including coordinating with the County, working through issues and solving problems, monitoring progress against the final workplan, and developing, submitting, and discussing progress reports with the County.
Phase 2: Fact Finding (Planning)	<p>Phase two will encompass project planning where we will gain an in-depth understanding of the Program management and spending to date, the prior compliance findings issued, and preliminary research or compliance testing the County has already performed. We will also finalize the project workplan and discuss our approach with the County.</p> <ul style="list-style-type: none"> ● <i>Review Documents:</i> We will obtain documents related to the Program and the approximately \$25 million HUD funding including the HUD Prime Agreement, correspondence from HUD related to non-compliance identified, general ledger detail reports for the program period, and documentation related to research and compliance testing already performed by the County in relation to this funding. We will review the documentation available to gain an understanding of the Program, spending to date, and the issues previously identified and reported. ● <i>Conduct Interviews:</i> We will conduct interviews with key personnel involved in the Program and individuals that are familiar with the prior non-compliance and Program concerns. The objectives of these interviews will be to understand the management of the funds to date and to identify the areas of greatest risk and concern.

Project Workplan	
	<ul style="list-style-type: none"> ● <i>Finalize Workplan:</i> Based on the information learned in Phase 2, we will further assess the risks related to the Program and update our workplan for Phases 2 and 3. We will define the sample methodologies and specific attributes that will be tested in Phase 3 and evaluate whether additional analysis procedures need to be performed to address additional risks identified during Phase 2. The final workplan and approach will be discussed with our County project liaison to seek feedback and make updates, as needed.
<p>Phase 3: Analysis (Fieldwork/Testing)</p>	<p>This phase encompasses fieldwork, including reconciliation of the HUD funding activity to date and detailed sample-based testing. We will analyze the risks and issues identified during the fact-finding phase.</p> <ul style="list-style-type: none"> ● <i>Reconciliations:</i> We will assess the reconciliation performed by the County, and the general ledger activity to date. We will perform a high-level reconciliation of the \$25 million award including reconciling the funds received to date, funds expensed/disbursed, invoices/financial reports submitted to the funder, and the remaining balance of the award. We will evaluate any variances identified to assess whether the County’s balances related to the award (i.e., total receipts and expenditures to date) appear accurate. ● <i>Sample-based Testing:</i> We will perform sample-based testing, based on the risks identified in Phase 2, to test select expenditures for compliance with requirements and to assess whether the expenditures appear to be allowable, under the terms of the award, and properly supported. The specific sampling methodologies will be defined in Phase 2; however, based on preliminary discussions, sampling will likely be made for contracts/subcontracts, general expenditures/disbursements, and payroll expenditures and disbursements. For each sample, we will obtain all supporting documentation available and test for attributes defined in the final workplan. ● <i>Additional Procedures:</i> Based on the risks identified in Phase 2, and the final workplan, we may perform additional procedures. ● <i>Identify Closeout Plan:</i> Based on the information learned, we will accumulate potential closeout procedures, beyond those described above, that need to be performed by the County as they work towards closing out the HUD funding. We will develop a recommended Closeout Plan, along with recommendations of what would need to be performed by the County and what could be potentially be performed by Moss Adams as part of an additional consulting project. ● <i>Evaluate Results:</i> We will evaluate the results of the reconciliations and sample-based testing performed. If significant non-compliance issues are identified, which may warrant expanding testing for certain populations of expenditures, we will discuss with the County to decide if the scope of services needs to expand. ● <i>Develop Preliminary Findings and Recommendations:</i> Based on the results of the procedures performed, we will develop preliminary findings and recommendations.

Project Workplan	
Phase 4: Reporting	<p>This phase covers the production of deliverables, including draft and final reports.</p> <ul style="list-style-type: none"> ● <i>Submit Draft Report:</i> Our work will be packaged in a draft report for review by the County. The draft report will summarize the objectives, scope and methodology, the procedures performed, and findings and recommendations. ● <i>Submit Final Report:</i> Based on feedback from the County, we will revise the draft report and submit our final report.

We will perform the services in accordance with the Standards for Consulting Services established by the American Institute of Certified Public Accountants. Accordingly, we will provide no opinion, attestation, or other forms of assurance with respect to our work or the information upon which our work is based. The procedures we will be performing will not constitute an examination or a review in accordance with generally accepted auditing standards or attestation standards.

Limitations:

Our services will be based, in part, on your books and records, and we will rely on you to ensure that we are provided with accurate and verifiable data. Please be advised that we will not audit or perform third-party verification of the underlying data. Accordingly, we will not express a conclusion or provide any other form of assurance on the completeness or accuracy of the information.

Moss Adams will report to your Chief Financial Officer, or a designated compliance officer, any compliance concerns identified during the course of performing these services. You agree to take responsibility for pursuing appropriate action on any such items that we identify.

Your Responsibilities:

The overall definition and scope of the work to be performed is the County’s responsibility. We will report to and take direction from your appointed project liaison. The County is responsible for the implementation of actions identified during this engagement and the results achieved from using any services or deliverables. We have not been engaged to and will not perform management functions, make management decisions, act, or appear to act in a capacity equivalent to that of an employee. The County remains responsible for the prior implementation and operation of an adequate internal control system and compliance program.

The County will be responsible for making all management decisions. Management decisions will include what methodologies are applied to evaluate compliance; however, we will provide recommendations throughout, but the ultimate decisions will be made by Management. Management will be responsible for providing all requested background information, funding agreements, samples for testing, and other items requested throughout the phases described above.

Responsibility for Financial Statements:

You are fully responsible for your financial statements, including the establishment and maintenance of adequate records and effective internal controls over financial reporting. Moss Adams assumes no responsibility to provide you with assurance about the accuracy of financial statements, or whether such financial statements are free of misstatements due to fraud or in compliance with applicable laws or regulations.

Master Services Agreement Statement of Work

County of Richland, South Carolina

March 28, 2023

Page 4 of 4

Schedule:

We will define a schedule for our services that best meet the needs of the County; however, we anticipate our services will begin in April 2023. Projects of this size typically take three to four months to complete, depending on the availability of documentation and the specific risks identified. During Phase 1, we will work with the County to develop a detailed timeline for the services to be provided that best meets the needs of the County.

Charges for Services:

We estimate that our fees for these services will be in the range of \$70,000 to \$100,000. We have provided a range for the estimated fees to allow for flexibility in the procedures that will be included in the final workplan. If the County would like assistance in completing tasks identified on the recommended Closeout Plan, developed in Phase 3 described above, we will provide a separate cost estimate and proposed timeline for those services. You will also be billed for expenses.

The fee estimate is based on the assumption that sample-based testing can be applied. If additional sampling is required, or if entire populations of expenditures need to be tested based on the results of initial testing performed, we will provide an additional fee estimate for the expanded services. The fee estimate is based on anticipated cooperation from your personnel, the expectation that your records will be in good order, and the assumption that unexpected circumstances will not be encountered during the engagement. If we find that significant additional time is likely to be necessary, we will attempt to discuss it with you and arrive at a new fee estimate before we incur significant additional fees or expenses.

Our timing will be mutually agreed upon with Management. Additional services, extended delays, and out of scope work will be billed at our standard hourly rates. Expenses will be billed separately at cost.

In addition to fees, we will charge you for expenses. Our invoices include a flat expense charge, calculated as five percent (5%) of fees, to cover expenses such as copying costs, postage, administrative billable time, report processing fees, filing fees, and technology expenses. Travel expenses and client meals/entertainment expenses will be billed separately and are not included in the 5% charge.

This SOW is effective as of the date set forth above.

ACCEPTED AND AGREED:

COUNTY OF RICHLAND, SOUTH CAROLINA

Signature: _____

Print Name: _____

Officer Title: _____

MOSS ADAMS LLP

Signature: Halie Garcia

Print Name: Halie Garcia

Title: Partner

Client: 807556
v. 09/01/2022

**Master Services Agreement Statement of Work
CONSULTING SERVICES**

COUNTY OF RICHLAND, SOUTH CAROLINA

MARCH 28, 2023

This Statement of Work ("SOW") is issued pursuant to the Master Services Agreement (the "MSA" or "Agreement") between Moss Adams and you. This SOW incorporates all terms and conditions of the Agreement as if fully set forth herein. Any term not otherwise defined shall have the meaning specified in the Agreement.

Scope of Services:

In this engagement, we will perform program management contract cost compliance assessment services for the County of Richland, South Carolina ("County") related to Tetra Tech ("Program Manager") associated Schedule of Values ("Subject Matter") of the Program Management Services Contract (the "Contract") relating to the following programs:

- HUD-CDBG-DR (Disaster Recovery)
- HUD-CDBG-Mitigation
- US Treasury-ERAP Assistance
- FEMA-SCEMD (Pass-Through Entity) PA-Public Assistance Grant

Our support services will address construction bond program management controls related to the Subject Matter and identify non-compliant Subject Matter that may surface during these contract audits. The scope of the services includes incurred cost analysis and interviews as necessary to evaluate expenditure support and application of bond program management controls related to the Subject Matter. Specific emphasis will be placed on reconciling total Tetra Tech invoices to County records, evaluating invoice substantiation and associated compliance, and validating contractual labor rate amounts and fee calculations per the contract terms.

We will perform the services in accordance with the Standards for Consulting Services established by the American Institute of Certified Public Accountants. Accordingly, we will provide no opinion, attestation, or other form of assurance with respect to our work or the information upon which our work is based. The procedures we will be performing will not constitute an examination or a review in accordance with generally accepted auditing standards or attestation standards.

The overall definition and scope of the work to be performed is the County's responsibility. We will report to and take direction directly from your appointed project liaison. The County is responsible for the implementation of actions identified in the course of this engagement and the results achieved from using any services or deliverables. We have not been engaged to and will not perform management functions, make management decisions, act, or appear to act in a capacity equivalent to that of an employee. The County remains responsible for the proper implementation and operation of an adequate internal control system.

Limitations:

Due to inherent limitations in any internal control structure, errors or irregularities may occur and not be detected. Also, projections of any evaluation of the internal control structure to future periods are subject to the risk that the internal control structure may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. If during the assessment we become aware of reportable conditions that are significant deficiencies in the design or operation of the internal control structure, we will communicate them to you immediately.

Responsibility for Financial Statements:

You are fully responsible for your financial statements, including the establishment and maintenance of adequate records and effective internal controls over financial reporting. Moss Adams assumes no responsibility to provide you

Master Services Agreement Statement of Work

County of Richland, South Carolina

March 28, 2023

Page 2 of 3

with assurance about the accuracy of financial statements, or whether such financial statements are free of misstatements due to fraud or in compliance with applicable laws or regulations.

Management Responsibilities:

Our professional standards require that we remain independent with respect to our attest clients, including those situations where we also provide nonattest services such as those identified in the preceding paragraphs. As a result, Client management must accept the responsibilities set forth below related to this engagement:

- Assume all management responsibilities.
- Oversee the service by designating an individual, preferably within senior management, who possesses the skill, knowledge, and/or experience to oversee our nonattest services. The individual is not required to possess the expertise to perform or reperform the services.
- Evaluate the adequacy and results of the nonattest services performed.
- Accept responsibility for the results of the nonattest services performed.

It is our understanding that Sarah Harris, Director of Grants and Community Outreach, has been designated by the County to oversee the nonattest services and that in the opinion of the County is qualified to oversee our nonattest services as outlined above. If any issues or concerns in this area arise during the course of our engagement, we will discuss them with you prior to continuing with the engagement.

Charges for Services:

Our fee for the proposed services is \$125,000. Any expenses such as travel will be billed separately. Our professional fees will be billed monthly based on the amount of work completed, plus expenses incurred. Consulting beyond the scope of this agreement will be proposed separately.

Our timing will be mutually agreed upon with Management. Additional services, extended delays, and out of scope work will be billed at our standard hourly rates. Expenses will be billed separately at cost.

The efficient and timely completion of the Services is based on the anticipated cooperation from your personnel, the expectation that your records will be in good order, and the assumption that unexpected circumstances will not be encountered. If we find that significant additional time is likely to be necessary to complete our Services, we will discuss it with you and arrive at a new fee estimate before we incur significant additional fees or costs.

In addition to fees, we will charge you for expenses. Our invoices include a flat expense charge, calculated as five percent (5%) of fees, to cover expenses such as copying costs, postage, administrative billable time, report processing fees, filing fees, and technology expenses. Travel expenses and County meals/entertainment expenses will be billed separately and are not included in the 5% charge.

This SOW is effective as of the date set forth above.

ACCEPTED AND AGREED:

county of richland, South Carolina

Signature: _____

Print Name: _____

Title: _____

MOSS ADAMS LLP

Signature: Stephen Bacchetti

Print Name: Stephen Bacchetti

Title: Partner

Client: 807556
v. 09/01/2022

From: MARGARET STROM WILLIAMS <mstromwilliams@richlandcountysc.gov>
Sent: Wednesday, April 12, 2023 11:17 AM
To: LEONARDO BROWN <BROWN.LEONARDO@richlandcountysc.gov>
Subject: Housing Court & NCSC Eviction Diversion Initiative Grant
Importance: High

Good morning, Administrator Brown,

I hope this message finds you well! My name is Margaret Strom Williams, and I am a Magistrate Judge at our Central Magistrate Court. I am writing to ask for the county's approval to apply for the [National Center for State Courts'](#) grant for an [Eviction Diversion Initiative](#) within the Richland County Magistrate Court. I have attached an RFA from the Eviction Diversion Initiative grant here and linked the website that explains more [here](#). Other jurisdictions have been able to do [some amazing things](#) with this grant, and we are beyond excited about the potential to throw Richland County's hat in the ring.

As you can see within the eligibility requirements, the application has to be submitted by a court within the jurisdiction the administrator funded by the grant would serve. I am writing to you because South Carolina's rules of judicial ethics prohibit judges or courts from soliciting funds. I have met with Samira Nazem, the grant's administrator at NCSC, and she mentioned that the county could apply on the court's behalf so long as we had letters of support from the court and other interested parties. I, along with several other judges through our county, are happy to submit some of those letters.

The grant funds 100% of an Eviction Diversion program facilitator's (in this case, Housing Court administrator) salary and benefits during their first year and 50% during the second year. Our hope is that this person would work directly within Central Magistrate Court to facilitate the Housing Court program and ensure its long-term success in addressing the housing crisis in Richland County.

Just as a background, the [Housing Court](#) is an initiative that began in Charleston in 2018 wherein tenants facing eviction or other landlord-tenant disputes are connected with attorneys and service providers at their specific court time as a means of reducing evictions and keeping people connected with the resources they need to stay housed. Since its inception, Charleston County's Housing Court has seen a 90% success rate (success being that tenants who were connected with legal and social resources at the court were not evicted). After an [order](#) issued this January by Chief Justice Beatty granting jurisdictions the ability to expand Housing Court initiatives throughout the state, we're feeling optimistic about getting a Richland County-specific program rolling within the next year. We plan to pilot Housing Court within Dentsville Magistrate, where approximately 25% of the county's evictions are filed. Once we have our bearings in Dentsville, we plan to expand to Dutch Fork, where another 25% of the county's evictions are filed, and then finally throughout the rest of the district courts around that county that hear landlord-tenant disputes.

As I am sure you are aware, Richland County sees some of the most frequent evictions in the nation, with a 30.6% of renter households having had an eviction filed against them, and 17.7% of renter households threatened with an eviction according to [Princeton's Eviction Lab's](#) most recent data. In my role on the bench and in conferring with other judges, I can say anecdotally that this rate of filing might be even higher now than it was pre-pandemic. We at the Central Magistrate Court hope to help support tenants and landlords to ultimately prevent evictions and the harmful effects of them, as we establish an equitable, streamlined process. Housing Court aims to address a critical and unmet need in our community as we work to combat the housing crisis.

Sarah Harris at the county's development office has expressed interest in and capacity to write the grant. Please let us know what additional support we can offer the county and feel free to direct any questions to me or to Emily Blackshire, and attorney with South Carolina Appleseed, copied here.

I look forward to hearing from you about this incredible opportunity for Richland County!

With kind regards,

Judge Strom Williams

Richland County Council Request for Action

Subject:

Case # 22-040MA
Mark Meadows
RU to GC (1.00 Acres)
311 Killian Road
TMS # R14781-04-10

Notes:

First Reading: March 28, 2023
Second Reading: April 4, 2023
Third Reading:
Public Hearing: March 28, 2023

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R14781-04-10 FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R14781-04-10 From Rural District (RU) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2023.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2023

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 28, 2023
First Reading: March 28, 2023
Second Reading: April 4, 2023
Third Reading: April 18, 2023

Richland County Council Request for Action

Subject:

Case # 23-001MA
Heather Bounds
M-1 to RS-HD (77.78 Acres)
N/S Hard Scrabble Road
TMS # R17301-02-01

Notes:

First Reading: March 28, 2023
Second Reading: April 4, 2023
Third Reading:
Public Hearing: March 28, 2023

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 17301-02-01 FROM LIGHT INDUSTRIAL DISTRICT (M-1) TO RESIDENTIAL SINGLE-FAMILY HIGH-DENSITY DISTRICT (RS-HD); 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 # 17301-02-01 from Light Industrial District (M-1) to Residential Single-Family High-Density District (RS-HD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2023.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2023

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 28, 2023
First Reading: March 28, 2023
Second Reading: April 4, 2023
Third Reading: April 18, 2023

Richland County Council Request for Action

Subject:

Case # 23-002MA
James Stembridge
PDD to RS-LD (4.01 Acres)
110 Jacobs Mill Pond Road
TMS # R25810-03-08

Notes:

First Reading: March 28, 2023
Second Reading: April 4, 2023
Third Reading:
Public Hearing: March 28, 2023

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 25810-03-08 FROM PLANNED DEVELOPMENT DISTRICT (PDD) 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 # 25810-03-08 from Planned Development District (PDD) 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 _____, 2023.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2023

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 28, 2023
First Reading: March 28, 2023
Second Reading: April 4, 2023
Third Reading: April 18, 2023

Richland County Council Request for Action

Subject:

Case # 23-003MA
Wesley Slice
RU to GC (4 Acres)
1000 W Shady Grove Road
TMS # R02600-06-16

Notes:

First Reading: March 28, 2023
Second Reading: April 4, 2023
Third Reading:
Public Hearing: March 28, 2023

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 02600-06-16 FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 02600-06-16 from Rural District (RU) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2023.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2023

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 28, 2023
First Reading: March 28, 2023
Second Reading: April 4, 2023
Third Reading: April 18, 2023

Richland County Council Request for Action

Subject:

Case # 23-004MA
Carlos Hart
RS-MD to GC (0.31 Acres)
7011 Frost Ave
TMS # R07614-01-10

Notes:

First Reading: March 28, 2023
Second Reading: April 4, 2023
Third Reading:
Public Hearing: March 28, 2023

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 07614-01-10 FROM RESIDENTIAL SINGLE-FAMILY MEDIUM-DENSITY DISTRICT (RS-MD) DISTRICT TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 07614-01-10 from Residential Single-Family Medium-Density District (RS-MD) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2023.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2023

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 28, 2023
First Reading: March 28, 2023
Second Reading: April 4, 2023
Third Reading: April 18, 2023

Richland County Council Request for Action

Subject:

Case # 23-006MA
Ross P. McClary
PDD to RU (3.00 Acres)
11447 & 11451 Garners Ferry Rd
TMS # R35200-09-10 and 38

Notes:

First Reading: March 28, 2023
Second Reading: April 4, 2023
Third Reading:
Public Hearing: March 28, 2023

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 35200-09-10 AND 35200-09-38 FROM PLANNED DEVELOPED DISTRICT (PDD) DISTRICT 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 property described as TMS # 35200-09-10 AND 35200-09-38 from Planned Development District (PDD) 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 _____, 2023.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2023

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 28, 2023
First Reading: March 28, 2023
Second Reading: April 4, 2023
Third Reading: April 18, 2023

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 Verve Columbia Blossom, LLC a company previously identified as Project Subtext; and other related matters

Notes:

First Reading: February 14, 2023

Second Reading: March 7, 2023

Third Reading:

Public Hearing: April 18, 2023

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

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO VERVE COLUMBIA BLOSSOM, LLC A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT SUBTEXT; 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, Verve Columbia Blossom, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and a company previously identified as Project Subtext (the “Company”), has, as part of a commercial development to be located in the County, committed to establish student housing in the County (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$85,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure;

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

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

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement with the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Public

Infrastructure Credits against the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

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

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

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

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

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

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

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

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

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: February 7, 2023
Second Reading: February 2, 2023
Public Hearing: April 18, 2023
Third Reading: April 18, 2023

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

VERVE COLUMBIA BLOSSOM, LLC

Effective as of: April 18, 2023

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of April 18, 2023 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and VERVE COLUMBIA BLOSSOM, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and a company previously identified as PROJECT SUBTEXT (as hereinafter defined “Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

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

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

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

WHEREAS, as part of a commercial development to be located in the County, the Company has committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified on Exhibit A hereto (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$85,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on April 18, 2023 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park, and the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on March 21, 2023 in accordance with Section 4-1-170(C) of the Act; and

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$85,000,000 in taxable property in the Project ("Investment Commitment") by April 18, 2028 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the

Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the Certification Deadline. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Deadline shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, 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 the Public Infrastructure as described on Exhibit B hereto ("Company Public Infrastructure"). The Company shall certify its actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County's Economic Development Department sufficient to reflect the Company's investment in the Company Public Infrastructure, in form and substance reasonably acceptable to the County. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth on Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify the Company's investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Deadline (the "Verification Date"), provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

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

(b) 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 Company Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Company Public Infrastructure.

Section 2.4. Filings; Administration. To assist the County in administering the Public Infrastructure Credit, with respect to the Company's Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term, 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 by the Company in Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with **Section 2.3** of this Agreement.

ARTICLE III DEFAULTS AND REMEDIES

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

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

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

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

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

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

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

Section 3.2. Remedies on Default.

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

(i) terminate this Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Agreement; or

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

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

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

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

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

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

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

Section 4.2. *Assignment.* The Company may assign or otherwise transfer any of its rights and interests in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably conditioned, withheld, or delayed.

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

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

Section 4.5. *Limitation of Liability.*

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

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

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

Section 4.6. Indemnification Covenant.

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

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

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

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

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

“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, Verve Columbia Blossom, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

VERVE COLUMBIA BLOSSOM, LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, AND IS DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL "C" CONTAINING 3.84 ACRES AS SHOWN ON BOUNDARY SURVEY PREPARED FOR GUIGNARD ASSOCIATES LLC, RICHLAND COUNTY, COLUMBIA, SOUTH CAROLINA, RECORDED APRIL 20, 2010 IN PLAT BOOK 1600, PAGE 1242 OF THE RICHLAND COUNTY REGISTER OF DEEDS, REFERENCE TO WHICH IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

SAID LAND IS ALSO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF RICHLAND, IN THE CITY OF COLUMBIA, BEING SHOWN AND DELINEATED ON A PLAT ENTITLED "ALTA/NSPS LAND TITLE SURVEY PREPARED FOR SUBTEXT ACQUISITIONS, LLC" PREPARED BY HUSSEY, GAY, BELL & DEYOUNG, INC., CONSULTING ENGINEERS OF SC, DATED FEBRUARY 23, 2023, SAID PARCEL HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT A 1/2" REBAR LOCATED AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY LINE OF BLOSSOM STREET (U.S. HWY. NO. 21) AND THE WESTERN RIGHT-OF-WAY LINE OF HUGER STREET (S.C. ROAD S-40-102); THENCE TURNING AND PROCEEDING ALONG THE WESTERN RIGHT-OF-WAY LINE OF HUGER STREET (S.C. ROAD S-40-102) IN A DIRECTION OF S20°44'53"E FOR A DISTANCE OF 304.13' TO A 1/2" REBAR; THENCE TURNING AND PROCEEDING ALONG THE PROPERTY LINE OF CREGGER CAPITAL INVESTMENTS, INC. FOR THE FOLLOWING COURSES AND DISTANCES: IN A DIRECTION OF S69°32'01"W FOR A DISTANCE OF 250.35' TO A 1/2" REBAR; THENCE IN A DIRECTION OF S20°32'49"E FOR A DISTANCE OF 153.24' TO A 1/2" REBAR; THENCE TURNING AND PROCEEDING ALONG THE NORTHERN RIGHT-OF-WAY LINE OF WHEAT STREET (S.C. ROAD S-40-1532) IN A DIRECTION OF S69°25'32"W FOR A DISTANCE OF 186.88' TO A 1" PINCHED TOP PIPE; THENCE TURNING AND PROCEEDING ALONG THE EASTERN RIGHT-OF-WAY LINE OF WILLIAMS STREET IN A DIRECTION OF N20°29'11"W FOR A DISTANCE OF 473.25' TO A 5/8" REBAR; THENCE TURNING AND PROCEEDING ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF BLOSSOM STREET (U.S. HWY. NO. 21) FOR THE FOLLOWING COURSES AND DISTANCES: IN A DIRECTION OF N70°11'36"E FOR A DISTANCE OF 236.85' TO A HOLE IN CONCRETE; THENCE IN A DIRECTION OF N70°19'50"E FOR A DISTANCE OF 177.68' TO A 1/4" REBAR; THENCE ALONG A CURVE TO THE RIGHT IN A DIRECTION OF S84°28'40"E FOR A CHORD DISTANCE OF 23.57' (SAID CURVE HAVING A RADIUS OF 35.00') TO A 1/2" REBAR, THIS BEING THE POINT OF BEGINNING.

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes a structured parking garage featuring approximately 500 parking spaces; the Company anticipates that such parking garage will include parking for residents, employees, as well as commercial/retail parking spaces. In addition to the structured parking garage, the Company Public Infrastructure will consist of extensive streetscape improvements, including the construction or restoration of sidewalks and pedestrian street lighting improvements. The anticipated total cost of the Company Public Infrastructure is approximately \$9,711,432 and is further detailed below:

Type	Investment
Parking Structure	\$8,811,432
ROW Improvements (sidewalks & landscaping)	\$350,000
Burial of Overhead Power Lines	\$400,000
Pedestrian Style Street Lighting	\$150,000

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

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

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

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

EXHIBIT D (See Section 2.4)

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

See attached.

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

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

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

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

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

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

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

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

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

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

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

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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

Richland County Council Request for Action

Subject:

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 Siquino RC, LLC a company previously identified as Project Siquino; and other related matters

Notes:

First Reading: March 7, 2023

Second Reading: March 21, 2023

Third Reading:

Public Hearing: April 18, 2023

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

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO SIQUNO RC, LLC A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT SIQUNO; 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, Siquino RC, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, and a company previously identified as Project Siquino (the “Company”), has, as part of a commercial development to be located in the County, committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$66,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure;

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

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

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement with the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Public

Infrastructure Credits against the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

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

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

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

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

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

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

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

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

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: March 7, 2023
Second Reading: March 21, 2023
Public Hearing: April 18, 2023
Third Reading: April 18, 2023

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

SIQUNO RC, LLC

Effective as of: April 18, 2023

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of April 18, 2023 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and SIQUNO RC, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, and a company previously identified as PROJECT SIQUNO (as hereinafter defined “Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

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

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

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

WHEREAS, as part of a commercial development to be located in the County, the Company has committed to establish market rate housing in the County (“Project”) including, and to be located on, land more particularly identified on Exhibit A hereto (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$66,000,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on April 18, 2023 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park, and the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on April 4, 2023 in accordance with Section 4-1-170(C) of the Act; and

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$66,000,000 in taxable property in the Project ("Investment Commitment") by April 18, 2028 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the

Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the Certification Deadline. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Deadline shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, 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 the Public Infrastructure as described on Exhibit B hereto ("Company Public Infrastructure"). The Company shall certify its actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County's Economic Development Department sufficient to reflect the Company's investment in the Company Public Infrastructure, in form and substance reasonably acceptable to the County. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth on Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify the Company's investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Deadline (the "Verification Date"), provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

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

(b) 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 Company Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Company Public Infrastructure.

Section 2.4. Filings; Administration. To assist the County in administering the Public Infrastructure Credit, with respect to the Company's Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term, 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 by the Company in Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with **Section 2.3** of this Agreement.

ARTICLE III DEFAULTS AND REMEDIES

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

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

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

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

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

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

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

Section 3.2. Remedies on Default.

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

(i) terminate this Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Agreement; or

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

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

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

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

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

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

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

Section 4.2. *Assignment.* The Company may assign or otherwise transfer any of its rights and interests in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably conditioned, withheld, or delayed.

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

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

Section 4.5. *Limitation of Liability.*

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

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

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

Section 4.6. Indemnification Covenant.

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

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

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

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

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

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, Siquino RC, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

SIQUINO RC, LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND, LYING AND BEING SITUATE IN THE CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA, CONTAINING 35.599+/- ACRES SHOWN AS "NEW PARCEL 3" ON THE MINOR SUBDIVISION PLAT DATED SEPTEMBER 9, 2020, LAST REVISED MAY 11, 2021, PREPARED FOR QUIKTRIP STORE #1183, PROPERTY OF FHT II OF RICHLAND COUNTY, LLC, BY SURVEY MATTERS, LLC, RECORDED WITH THE RICHLAND COUNTY REGISTER OF DEEDS AT BOOK 2620 PAGE 816, FROM THE POINT OF BEGINNING, BEING A THREE-QUARTER INCH DIAMETER PIPE, THENCE N28°28'20"W FOR A DISTANCE OF 81.80 FEET TO A FIVE-EIGHTHS INCH IRON PIN, THENCE N61°31'40"E FOR A DISTANCE OF 96.57 FEET TO A FIVE-EIGHTHS INCH IRON PIN, THENCE N76°27'42"E FOR A DISTANCE OF 238.59 FEET TO A FIVE-EIGHTHS INCH IRON PIN, THENCE N13°32'18"W FOR A DISTANCE OF 181.62 FEET TO A FIVE-EIGHTHS INCH IRON PIN, THENCE N58°32'18"W FOR A DISTANCE OF 120.94 FEET TO A FIVE-EIGHTHS INCH IRON PIN, THENCE N13°32'18"W FOR A DISTANCE OF 50.48 FEET TO A FIVE-EIGHTHS INCH IRON PIN, THENCE N76°32'55"E FOR A DISTANCE OF 328.62 FEET TO A CONCRETE MONUMENT, THENCE S82°15'56"E FOR A DISTANCE OF 186.38 FEET TO A CONCRETE MONUMENT, THENCE S61°00'09"E FOR A DISTANCE OF 595.17 FEET TO A CONCRETE MONUMENT, THENCE S59°47'25"E FOR A DISTANCE OF 48.01 FEET TO A CONCRETE MONUMENT, THENCE S48°28'42"E FOR A DISTANCE OF 144.73 FEET TO A CONCRETE MONUMENT, THENCE IN A CURVED LINE HAVING A RADIUS OF 2,167.15 FEET, A CENTRAL ANGLE OF 11°16'33", AN ARC LENGTH OF 426.50 FEET, AND A CHORD BEARING OF S50°23'40"E FOR A DISTANCE OF 425.81 FEET TO A FIVE-EIGHTHS INCH IRON PIN, THENCE S44°43'47"E FOR A DISTANCE OF 97.19 FEET TO A CONCRETE MONUMENT, THENCE S40°55'53"E FOR A DISTANCE OF 150.13 FEET TO A CONCRETE MONUMENT, THENCE S44°43'43"E FOR A DISTANCE OF 335.79 FEET TO A CONCRETE MONUMENT, THENCE S14°36'32"W FOR A DISTANCE OF 34.70 FEET TO A FIVE-EIGHTHS INCH IRON PIN, THENCE S79°06'11"W FOR A DISTANCE OF 878.91 FEET TO A FIVE-EIGHTHS INCH IRON PIN, THENCE S35°56'50"W FOR A DISTANCE OF 263.26 FEET TO A FIVE-EIGHTHS INCH IRON PIN, THENCE N44°59'39"W FOR A DISTANCE OF 1,414.10 FEET TO THE POINT OF BEGINNING.

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes a site work, streetscaping, landscaping and public surface parking. Additional Public Infrastructure improvements include water, sewer and stormwater improvements and a public park with a walking path. The anticipated total cost of the Company Public Infrastructure is approximately \$7,545,945 and is further detailed below:

Public Infrastructure Budget Estimate	
<u>Description</u>	<u>Budget</u>
Site Work/Streetscaping/Landscaping (including public surface parking)	\$3,624,098
Water/Sewer/Stormwater Improvements	\$1,042,917
Water/Sewer/Stormwater Impact Fees	\$1,168,640
Retention and Detention Ponds	\$661,760
Public Parks & Walking Paths	\$456,500
General Conditions	\$592,029
Total Public Infrastructure Costs	\$7,545,945

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

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

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

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

EXHIBIT D (See Section 2.4)

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

See attached.

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

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

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

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

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

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

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

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

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

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

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

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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement between Richland County, South Carolina and FN America, LLC, a project previously identified as Project Charlie Echo, to provide for payment of a fee-in-lieu of taxes; authorizing certain special source credits; and other related matters

Notes:

First Reading: March 7, 2023

Second Reading: March 21, 2023

Third Reading:

Public Hearing: April 18, 2023

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND FN AMERICA, LLC, A PROJECT PREVIOUSLY IDENTIFIED AS PROJECT CHARLIE ECHO, TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN SPECIAL SOURCE 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 special source revenue credits (“Special Source 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, FN America, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and a company previously identified as Project Charlie Echo (“Sponsor”), desires to expand certain manufacturing and related facilities in the County (“Project”), which the Sponsor anticipates will consist of, in the aggregate, taxable investment in real and personal property of not less than \$16,500,000 and the creation of, in the aggregate, at least 100 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, the substantially final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (ii) locating the Project in the Park; and (iii) providing Special Source 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; and

(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.

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: March 7, 2023
Second Reading: March 21, 2023
Public Hearing: April 18, 2023
Third Reading: April 18, 2023

EXHIBIT A

FORM OF FEE AGREEMENT

See attached.

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

BETWEEN

FN AMERICA, LLC

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF APRIL 18, 2023

TABLE OF CONTENTS

	Page
Recitals.....	[]
 ARTICLE I DEFINITIONS 	
Section 1.1 Terms.	[]
 ARTICLE II REPRESENTATIONS AND WARRANTIES 	
Section 2.1 Representations and Warranties of the County	[]
Section 2.2 Representations and Warranties of the Sponsor.....	[]
 ARTICLE III THE PROJECT 	
Section 3.1 The Project	[]
Section 3.2 Leased Property.....	[]
Section 3.3 Filings and Reports	[]
 ARTICLE IV FILOT PAYMENTS 	
Section 4.1 FILOT Payments.....	[]
Section 4.2 FILOT Payments on Replacement Property	[]
Section 4.3 Removal of Components of the Project	[]
Section 4.4 Damage or Destruction of Economic Development Property.....	[]
Section 4.5 Condemnation	[]
Section 4.6 Calculating FILOT Payments on Diminution in Value.....	[]
Section 4.7 Payment of <i>Ad Valorem</i> Taxes.....	[]
Section 4.8 Place of FILOT Payments.....	[]
 ARTICLE V ADDITIONAL INCENTIVES 	
Section 5.1 Special Source Credits	[]
 ARTICLE VI CLAW BACKS 	
Section 6.1 FILOT Claw Back.....	[]
Section 6.2 Special Source Credit Claw Back	[]

ARTICLE VII
DEFAULT

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

ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS

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

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1 Sponsor Affiliates []
Section 9.2 Primary Responsibility []

ARTICLE X
MISCELLANEOUS

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

- Exhibit A – Real Property Description
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Accountability Resolution
- Exhibit D – Description of Special Source Credit
- Exhibit E – Description of Special Source Credits 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	FN America, LLC	Section 1.1, Page [●]
Project Location	797 Old Clemson Road, Columbia, SC 29229	
Tax Map No.	TMS# 25800-07-01 (Tract No. 1) TMS# 25803-01-01 (Tract No. 2) TMS# 22915-02-01 (Tract No. 3) TMS# 22915-02-02 (Tract No. 4)	Exhibit A
FILOT		
• Phase Exemption Period	30 years	Section 1.1, Page [●]
• Contract Minimum Investment Requirement	\$16,500,000	Section 1.1, Page [●]
• Contract Minimum Jobs Requirement	100	Section 1.1, Page [●]
• Investment Period	5 years	Section 1.1, Page [●]
• Assessment Ratio	6%	Section 4.1, Page [●]
• Millage Rate	580.5 mills	Section 4.1, Page [●]
• Fixed or Five-Year Adjustable Millage	Fixed	Section 4.1, Page [●]
• Claw Back Information	Termination of Fee Agreement and claw back if investment does not reach the Act Minimum Investment Requirement	Section 6.1, Page [●]
Multicounty Park	I-77 Corridor Regional Industrial Park	Section 1.1, Page [●]
Special Source Credits		
• Brief Description	60% Special Source Credit against each FILOT Payment due from the Sponsor during the Credit Term	Exhibit D
• Credit Term	12 consecutive tax years, commencing with the tax year for which the initial FILOT Payment is due from the Sponsor under this Fee Agreement	Exhibit D
• Claw Back Information	Pro-rata claw back and prospective reduction in Special Source Credits if investment does not reach the Contract Minimum Investment Requirement and/or jobs do not reach the Contract Minimum Jobs Requirement	Section 6.2, Page [●] and Exhibit E
Other Information	N/A	N/A

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

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of April 18, 2023, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and FN America, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and a company previously identified as Project Charlie Echo (“*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 special source revenue credits (“*Special Source Credits*”) 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 certain manufacturing and related facilities (“*Facility*”) in the County, which the Sponsor anticipates will consist of, in the aggregate, taxable investment in real and personal property of not less than \$16,500,000 and the creation of, in the aggregate, at least 100 new, full-time jobs;

(d) By an ordinance enacted on April 18, 2023, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT, certain Special Source Credits, and other incentives, as more particularly described in this Fee Agreement, to induce the Sponsor to expand the 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, which investment amount shall be calculated in accordance with, and subject to, Section 12-44-130 of the Act.

“*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, Special Source Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

"Code" means the Code of Laws of South Carolina, 1976, as amended.

"Commencement Date" means the last day of the property tax year during which the initial Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be [●].

"Contract Minimum Investment Requirement" means a taxable investment in real and personal property in the Project of not less than \$16,500,000, in the aggregate, within the Investment Period.

"Contract Minimum Jobs Requirement" means not less than 100 new, full-time jobs created by the Sponsor in the County in connection with the Project.

"County" means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Council" means the Richland County Council, the governing body of the County.

"Credit Term" means the years during the Fee Term in which a Special Source Credit is applicable, as described in Exhibit D.

"Department" means the South Carolina Department of Revenue, or any successor entity thereto.

"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 comprising the Project placed in service within 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 now or hereafter acquired for use on or about the Real Property.

"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 originally executed and as may be supplemented or amended from time to time.

“**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 later of (i) the date on which the last FILOT Payment with respect to the Final Phase is made, or (ii) the date on which all Special Source Credits due from the County hereunder have been fully provided by the County, unless this Fee Agreement is first terminated in accordance with the terms of this Fee Agreement.

“**Improvements**” means all improvements now or hereafter constructed on 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.

“**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 Sponsor presently anticipates, and the County hereby acknowledges and agrees, that the Investment Period, unless so extended, will end on [●]

“**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 each annual FILOT Payment net of the applicable Special Source 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.

“**South Carolina Freedom of Information Act**” means Title 30, Chapter 4 of the Code.

“**Special Source Credits**” means the special source revenue credits provided to the Sponsor pursuant to Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Special Source Credits are to be used for the payment of, or reimbursement for, Infrastructure constituting real property, improvements and infrastructure before any use for the payment of, or reimbursement for, Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“**Sponsor**” means FN America, LLC a limited liability company organized and existing under the laws of the State of Delaware, and a company previously identified as Project Charlie Echo, 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 any entity that participates in the investment or job creation in, or 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 March 7, 2023, by adopting an Inducement Resolution, as defined in the Act on March 7, 2023.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park on terms, and for a duration, sufficient to facilitate the County's provision of the Special Source Credits set forth in this Fee Agreement.

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 primarily for manufacturing and related activities 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, Special Source Credits, 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, Special Source Credits, 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, Special Source Credits, 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, or cause the construction or acquisition of, the Project and (ii) meet, or cause to be met, 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, 20[●]. 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 and/or the Contract Minimum Jobs Requirement are 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 with the first January 31 following the Commencement Date, the Sponsor shall deliver to the Economic Development Director of the County (the “***Economic Development Director***”) 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 580.5 mills, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2023.

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 and such replacement occurs after the end of the Investment Period.

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 prospectively 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 tax year corresponding to the calendar 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 for a particular 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. *Special Source Credits.* To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim a Special Source 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 Special Source Credits is described in Exhibit D. In no event may the Sponsor's aggregate Special Source Credits received pursuant to this Section exceed the aggregate expenditures by the Sponsor and any Sponsor Affiliates on Infrastructure.

For each tax year for which a Special Source Credit is applicable, 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 BACKS

Section 6.1. *FILOT Claw Back.* If the Sponsor fails to achieve the Act Minimum Investment Requirement, without regard to any extension permitted by this Fee Agreement or the Act, then this Fee Agreement shall immediately terminate and the Sponsor shall make payments as required by the Act.

Section 6.2. *Special Source Credits 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 with respect to the Special Source Credits. 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 6.2 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, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency of such payment and requesting that it be remedied;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "*Cessation of Operations*" means a publicly announced closure of the Facility made by the Sponsor or a complete cessation of operations at the Project that continues for a period of twelve (12) consecutive 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) and (b) 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 paragraphs (d) and (f) 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 (each, a “**Claim**”).

(b) In the event the County resists or defends against any Claim on behalf of an Indemnified Party, the County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its reasonable costs, including reasonable attorneys’ fees, incurred in connection with the County’s response to or defense against such Claim. The County shall provide, on a monthly basis, a statement of all such costs incurred in its response to or defense against such Claim during such month, together with reasonable documentation evidencing the costs shown on the statement, and the Sponsor shall pay the County within 30 days of receipt of such statement and documentation. However, the County is not required to provide any portions of such documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor 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 any 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 any 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, 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) Notwithstanding anything in this Fee Agreement to the contrary, the Sponsor's obligation to indemnify and save any Indemnified Party harmless against and from any Claim, and to pay the costs, or reimburse the County for costs, arising from any such Claim shall at no time during the Fee Term exceed the savings theretofore received by the Sponsor as a result of the FILOT and Special Source Credit arrangements set forth herein.

(g) The obligations under this Section 8.3 shall survive the termination of this Fee Agreement.

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. Limitation of Liability. The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. Assignment. The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

**ARTICLE IX
SPONSOR AFFILIATES**

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County’s approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate’s joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE X
MISCELLANEOUS**

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

FN America, LLC
Attn: Phyllis Andes
Post Office Box 9424
McLean, Virginia 22102

WITH A COPY TO (does not constitute notice):

Maynard Nexsen PC
Attn: Tushar V. Chikhliker
1230 Main Street, Suite 700
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 incentives 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 or expand 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 Special Source Credits 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 expressly stated in this Fee Agreement to survive termination, including specifically the obligations arising under Section 8.3 of this Fee Agreement, shall survive such termination.

(d) Beginning with the tax year corresponding to the property tax year following the property tax year containing the Final Termination Date, 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. Beginning with the tax year corresponding to the property tax year following the property tax year in which the Sponsor terminates this Fee Agreement with respect to all or any portion of the Project pursuant to this Section 10.10, the Sponsor shall no longer be obligated to make FILOT Payments under this Fee Agreement with respect to all or such portion of the Project.

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]

FN AMERICA, LLC

By: _____
Its: _____

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

EXHIBIT A
REAL PROPERTY DESCRIPTION

797 OLD CLEMSON ROAD, COLUMBIA, SC 29229

Tract No. 1:

All that certain piece, parcel or tract of land, containing 23.99 acres, more or less, together with any improvements thereon, situate, lying and being on the southeastern side of U.S. Highway #1, North of the City of Columbia, in the County of Richland, State of South Carolina. Said tract being more particularly shown and designated as 23.99 acres on a plat of property of F. N. Manufacturing, Inc., prepared by Enwright Associates, Inc., dated February 22 1979, and recorded in the Office of the Register of Mesne Conveyances for Richland County in Plat Book Y at Page 3722. The aforesaid plat is made a part of this description and reference thereto is craved for specific metes and bounds as shown thereon.

Being further described as:

All that certain piece, parcel or tract of land, containing 24.629 acres, more or less, together with any improvements thereon, situate, lying and being on the southeastern side of U.S. Highway #1, North of the City of Columbia, in the County of Richland, State of South Carolina. Said tract being more particularly shown and designated as 24.629 acres on a plat of property of F. N. Manufacturing, Inc., prepared by Enwright Associates, Inc., dated April 3 1980, and recorded in the Office of the Register of Mesne Conveyances for Richland County in Plat Book Y at Page 7574, and as 24.61 acres on a plat prepared by United Design Services, dated March 5, 1990, and recorded in such Office in Plat Book 52 at Page 9781. The aforesaid plats are made a part of this description and reference thereto is craved for specific metes and bounds as shown thereon.

LESS AND EXCEPTING FROM TRACT NO. 1:

All that certain piece, parcel or lot of land designated as "0.275 ACRE TMS 25800-07-01 (POR)" on that plat prepared for FN Manufacturing, Inc. by Larry W. Smith, S.C.P.L.S. No. 3724, Associated E & S, Inc., dated May 4, 2015 and recorded May 20, 2015 in the Office of the Register of Deeds for Richland County in Plat Book 2029 at Page 783.

Tract No. 2:

All that certain piece, parcel or tract of land located in the County of Richland, State of South Carolina, designated as Parcel A, containing 22.027 acres or 959,481 square feet, shown on boundary survey prepared for F. N. Manufacturing, Inc., prepared by B. P. Barber & Associates, Inc. and dated October 10, 2006, last revised November 28, 2007 and recorded November 29, 2007 in the Office of the Register of Deeds for Richland County in Book 1379 at Page 2199 and having the following metes and bounds legal description:

BEGINNING at a 5/8" rebar found on property now or formerly of Richland County District Two and running in a northwesterly direction N48°40'32"W a distance of 299.95 feet being the tieline to a 1/2" pinched pipe found, said 1/2" pinched pipe being the point and place of Beginning; thence running along Old Clemson Road (S-40-52) in a northwesterly direction N48°48'23"W a distance of 2,073.45 feet to a 5/8" rebar set; thence N42°44'39"W a chord bearing distance of 378.06 feet to a 5/8" rebar set; thence N36°40'55"W a distance of 65.31 feet to a 5/8" rebar set; thence turning and running in a northeasterly direction N51°54'43"E a chord bearing distance of 53.36 feet to a 5/8" rebar set; thence turning and running along Clemson Road Extension (S-40-52) in a southeasterly direction S33°06'58"E a distance of 231.23 feet to a 5/8" rebar set; thence S63°30'00"E a chord bearing distance of 594.26 feet to a 5/8" rebar set; thence running in a northeasterly direction N86°06'58"E a distance of 302.82 feet to a 5/8" rebar set; thence running in a southeasterly direction S70°50'50"E a chord bearing distance of 554.51 feet to a 5/8" rebar set; thence turning and running in a southwesterly direction S42°11'23"W a distance of 15.00 feet to a 5/8" rebar set; thence in a southeasterly direction S47°15'04"E a chord bearing distance of 13.54 feet to a 5/8" rebar set; thence S46°41'30"E a distance of 194.17 feet to a 5/8" rebar set; thence S45°32'50"E a distance of 771.77 feet to 5/8" rebar found; thence turning and running along property now or formerly Richland County School District Two in a southwesterly direction S41°10'11"W a distance of 550.37 feet to a 1/2" pinched pipe found being the point and place of Beginning.

Tract No. 3:

All that certain piece, parcel or tract of land located in the County of Richland, State of South Carolina, designated as Parcel B, containing 4.336 Acres of 188,855 square feet, shown on boundary survey prepared for F. N. Manufacturing, Inc., prepared by Henry Dingle, Jr., S.C.P.L.S. No. 10289, B. P. Barber & Associates, Inc. and dated October 10, 2006, last revised November 28, 2007 and recorded November 29, 2007 in the Office of the Register of Deeds for Richland County in Book 1379, at Page 2199 and having the following metes and bounds legal description:

BEGINNING at a 5/8" rebar found on property now or formerly of Richland County District Two and running in a northwesterly direction N48°40'32"W a distance of 299.95 feet being the tieline to a 1/2" pinched pipe found, said 1/2" pinched pipe being the point and place of Beginning; thence turning and running in a southwesterly direction S41°11'37"W a distance of 120.00 feet to a 3/4" pinched pipe found; thence turning and running in a northwesterly direction N48°48'23"W a distance of 1,119.91 feet to a 5/8" rebar set; thence S42°44'39"E a chord bearing distance of 403.41 feet to a 1" pipe found; thence N36°40'55"W a distance of 58.65 feet to a 5/8" rebar set; thence turning and running in a northeasterly direction N49°02'03"E a distance of 6.00 feet to a 5/8" rebar set; thence N50°12'02"E a chord bearing distance of 114.19 feet to a 5/8" rebar set; thence turning and running in a southeasterly direction S36°40'55"E a distance of 65.31 feet to a 5/8" rebar set; thence S42°44'39"E a chord bearing distance of 378.06 feet to a 5/8" rebar set; thence S48°48'23"E a distance of 1,119.91 feet to a 5/8" rebar set, said 5/8" rebar being the point and place of Beginning.

Tract No. 4:

All that certain piece, parcel or lot of land situate, lying and being in the County of Richland, State of South Carolina, located on the southeasterly side of Two Notch Road (U.S. Hwy. No. 1), containing 0.275 acre and being more fully shown and designated as "0.275 acre TMS#25800-07-01 (POR)" on a plat prepared for FN Manufacturing, Inc. by Larry W. Smith, S.C.P.L.S. No. 3724, Associated E & S, Inc., dated May 4, 2015 and recorded May 20, 2015 in the Office of the ROD for Richland County in Plat Book 2029 at Page783. The aforesaid plat is made a part of this description and reference thereto is craved for specific metes and bounds as shown thereon.

DERIVATION:

As To Tract No. 1 and Tract No. 4:

Deed of Richland County, a body politic and corporate of the State of South Carolina to F. N. Manufacturing, Inc., dated March 20, 1990 and recorded March 22, 1990 in Deed Book D-972 at Page 316 in the Office of the Register of Mesne Conveyances for Richland County.

Also With:

Deed of Richland County, a body politic and corporate of the State of South Carolina to F. N. Manufacturing, Inc., dated March 20, 1990 and recorded March 22, 1990 in Deed Book D-972 at Page 319 in the Office of the Register of Mesne Conveyances for Richland County.

As To Tract No. 2 and Tract No. 3:

Deed of The County of Richland, South Carolina, (f/k/a Board of Commissioners of Richland County, South Carolina) a political subdivision of the State of South Carolina to FN Manufacturing, LLC, a Delaware limited liability company, dated January 4, 2008 and recorded January 10, 2008 in Book 1391 at Page 2143 in the Office of the Register of Deeds for Richland County.

TAX MAP NO.: TMS# 25800-07-01 (**Tract No. 1**)
TMS# 25803-01-01 (**Tract No. 2**)
TMS# 22915-02-01 (**Tract No. 3**)
TMS# 22915-02-02 (**Tract No. 4**)

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement, effective [●] (“Fee Agreement”), between Richland County, South Carolina (“County”) and FN America, LLC, a company previously identified as Project Charlie Echo (“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.

_____, as a Sponsor Affiliate
Date _____ Name of Entity _____
By: _____
Its: _____

IN WITNESS WHEREOF, the undersigned hereby designates the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

FN AMERICA, LLC, as Sponsor

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

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

EXHIBIT D (see Section 5.1)
DESCRIPTION OF SPECIAL SOURCE CREDITS

The Sponsor shall be entitled to receive, and the County shall provide, Special Source Credits against each FILOT Payment due from the Sponsor under this Fee Agreement for twelve (12) consecutive tax years, commencing with the tax year for which the initial FILOT Payment is due under this Fee Agreement (“*Credit Term*”), in an amount equal to sixty percent (60%) of each such FILOT Payment.

THE SPECIAL SOURCE CREDITS AUTHORIZED HEREIN SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY, BUT SHALL BE A LIMITED OBLIGATION OF THE COUNTY PAYABLE SOLELY FROM THE FILOT PAYMENTS RECEIVED BY THE COUNTY HEREUNDER WITH RESPECT TO THE PROJECT.

EXHIBIT E (see Section 6.2)
DESCRIPTION OF SPECIAL SOURCE CREDITS CLAW BACK

Repayment Amount = Total Special Source Credits Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved (based on highest level of Project investment within Investment Period) / Contract Minimum Investment Requirement [may not exceed 100%]

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created (based on highest level of jobs created at the Project within Investment Period) / Contract Minimum Jobs Requirement [may not exceed 100%]

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

For example, and by way of example only, if the County granted \$[I] in Special Source Credits, and \$[D] is the highest level invested in the Project and [A] jobs is the highest level of jobs created within the Investment Period, the Repayment Amount would be calculated as follows:

Jobs Achievement Percentage = [A]/[Contract Minimum Jobs Requirement] = [C]%

Investment Achievement Percentage = \$[D]/\$[Contract Minimum Investment Requirement] = [F]%

Overall Achievement Percentage = ([C]% + [F]%) / 2 = [G]%

Claw Back Percentage = 100% - G% = H%

Repayment Amount = \$[I] x [H]% = \$[J]

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.

The Sponsor shall continue to be eligible for the Special Source Credits against each FILOT Payment due from the Sponsor for the remaining tax years of the Credit Term; provided, however, that in the event that determination of the Overall Achievement Percentage results in a positive percentage figure, the initial Special Source Credits percentage set forth in Exhibit D of this Fee Agreement (60%) shall be reduced for the remaining tax years of the Credit Term by a percentage equal to the Overall Achievement Percentage (i.e., for an Overall Achievement Percentage of 10%, a resulting prospective Special Source Credits percentage of 54%).

Richland County Council Request for Action

Subject:

Authorizing the transfer of certain real property owned by Richland County and located in the Northpoint Industrial Park to Osmium Development Group, a company previously identified as Project Osmium; and other matters related thereto

Notes:

First Reading: March 21, 2023

Second Reading: April 4, 2023

Third Reading:

Public Hearing: April 18, 2023

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

AUTHORIZING THE TRANSFER OF CERTAIN REAL PROPERTY OWNED BY RICHLAND COUNTY AND LOCATED IN THE NORTHPOINT INDUSTRIAL PARK TO OSMIUM DEVELOPMENT GROUP, A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT OSMIUM; AND OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized to enter into contracts and to sell its real property;

WHEREAS, the County owns certain real property located in the Northpoint Industrial Park consisting of approximately 3.14 acres and being a portion of TMS No. R14900-01-02, as shown on the attached Exhibit A;

WHEREAS, as an incentive for the location of warehouse facility in the County by Osmium Development Group, a company previously known to the County as Project Osmium (“Company”), the County desires to sell the Property to the Company; and

WHEREAS, the County desires to enter into a purchase agreement (“Agreement”), to set forth the terms and conditions of the sale of the Property by the County to the Company.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL:

Section 1. Findings. County Council determines that the sale of the Property is a proper governmental and public purposes and is anticipated to benefit the general public welfare of the County.

Section 2. Approval of Sale of Property. County Council approves the sale of the Property by the County and authorizes each of the County Council Chair, the County Administrator, and the Director of Economic Development to negotiate (including establishing the purchase price for the Property), execute and deliver the Agreement, the final form, terms and provisions of which shall be finally approved by the County Council Chair, the County Administrator or the Director of Economic Development, following receipt of advice from counsel to the County, with the execution of the Agreement by the County Council Chair, the County Administrator or the Director of Economic Development to constitute conclusive evidence of the final approval thereof.

Section 3. Further Acts. County Council authorizes each of the County Council Chair, the County Administrator, or the Director of Economic Development, following receipt of advice from counsel to the County, to take such further acts and negotiate, approve and execute whatever further instruments on behalf of the County, including a deed for the Property or other closing affidavits and certificates, as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the sale of the Property are expressly ratified and confirmed.

Section 4. General Repealer. Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 5. Effectiveness. This Ordinance is effective after third reading and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman of County Council

(SEAL)
ATTEST:

Clerk to County Council

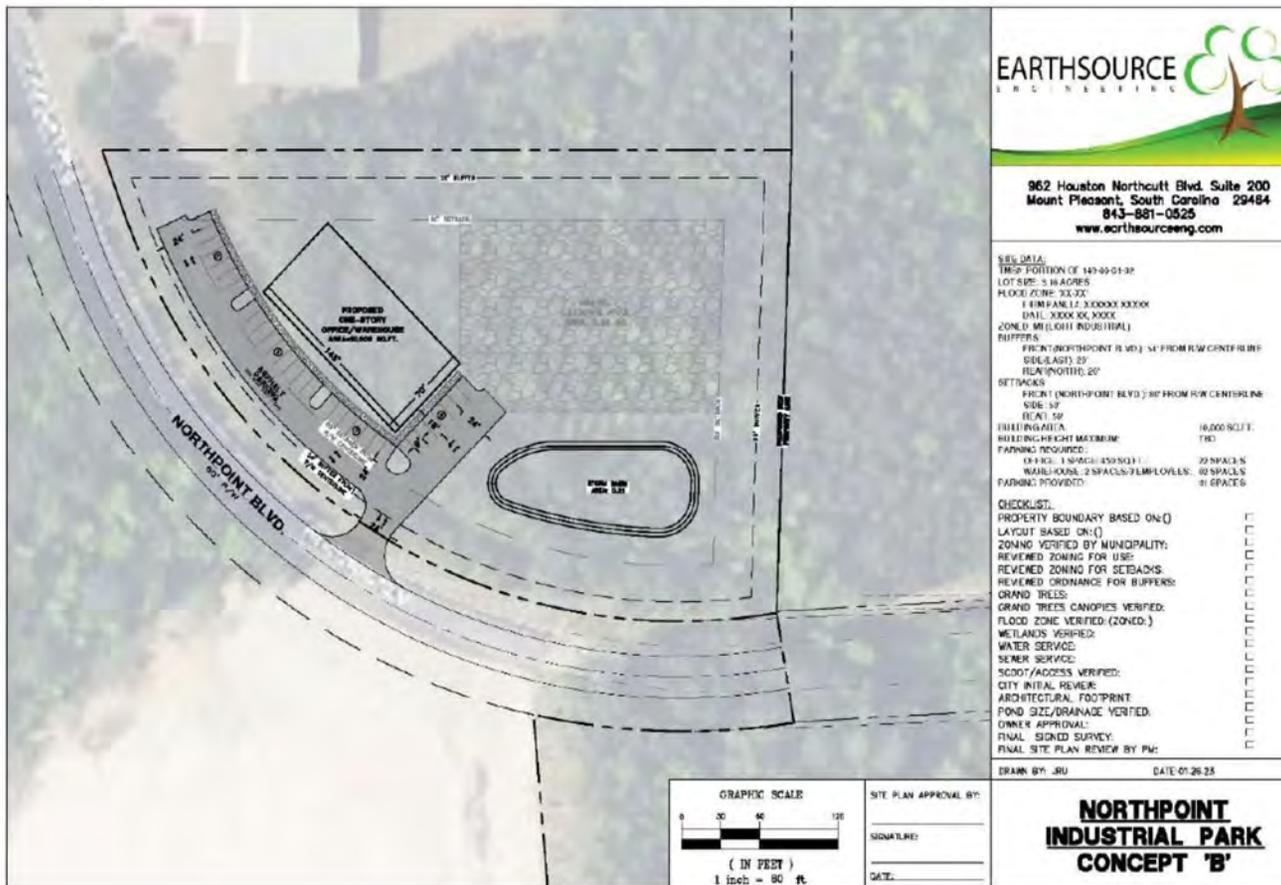
RICHLAND COUNTY ATTORNEY'S OFFICE

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

READINGS:

First Reading: March 21, 2023
Second Reading: April 4, 2023
Public Hearing: April 18, 2023
Third Reading: April 18, 2023

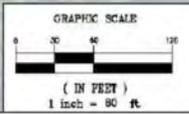
EXHIBIT A
REAL PROPERTY DEPICTION



962 Houston Northcutt Blvd. Suite 200
Mount Pleasant, South Carolina 29484
843-681-0525
www.earthsourceeng.com

SITE DATA:
 TRIP POSITION: 149-99-01-32
 LOT SIZE: 3 ACRES
 FLOOD ZONE: XX-XX
 1 4 1 M P A N E L 2 3 0 0 0 0 0 0 0 0 0 0
 DATE: XXXX XX XXXX
 ZONE: M (LOCAL INDUSTRIAL)
BUFFERS:
 FRONT (NORTHPOINT BLVD): 54' FROM R/W CENTERLINE
 SIDE (EAST): 20'
 REAR (NORTH): 20'
SETBACKS:
 FRONT (NORTHPOINT BLVD): 30' FROM R/W CENTERLINE
 SIDE: 5'
 REAR: 5'
 ELEVATION: 16.000 S.F.T.
 BUILDING HEIGHT MAXIMUM: 7.00'
PARKING REQUIRED:
 49 SPACES: 1 SPACES: 150 S.F.T. 20 SPACES
 20 SPACES: 2 SPACES: 75 M.F.T. 40 SPACES
PARKING PROVIDED:
 49 SPACES

- CHECKLIST:**
- PROPERTY BOUNDARY BASED ON:
 - LAYOUT BASED ON:
 - ZONING VERIFIED BY MUNICIPALITY:
 - REVIEWED ZONING FOR USE:
 - REVIEWED ZONING FOR SETBACKS:
 - REVIEWED ORDINANCE FOR BUFFERS:
 - GRAND TREES:
 - GRAND TREES CANOPIES VERIFIED:
 - FLOOD ZONE VERIFIED (ZONED):
 - WETLANDS VERIFIED:
 - WATER SERVICE:
 - SEWER SERVICE:
 - SCOOT/ACCESS VERIFIED:
 - CITY INITIAL REVIEW:
 - ARCHITECTURAL FOOTPRINT:
 - POND SIZE/DRAINAGE VERIFIED:
 - OWNER APPROVAL:
 - FINAL SIGNED SURVEY:
 - FINAL SITE PLAN REVIEW BY PM:



SITE PLAN APPROVAL BY:

SIGNATURE: _____

DATE: _____

**NORTHPOINT
INDUSTRIAL PARK
CONCEPT 'B'**

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

Notes:

First Reading: April 4, 2023

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 ARMITAGE 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, a company currently identified as Project Armitage (“Sponsor”), desires to establish a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$6,390,000 and the creation of 80 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, 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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: April 4, 2023
Second Reading: April 18, 2023
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

PROJECT ARMITAGE

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF []

TABLE OF CONTENTS

	Page
Recitals.....	[]
 ARTICLE I DEFINITIONS 	
Section 1.1 Terms.....	[]
 ARTICLE II REPRESENTATIONS AND WARRANTIES 	
Section 2.1 Representations, Warranties, and Agreements of the County.....	[]
Section 2.2 Representations, Warranties, and Agreements of the Sponsor.....	[]
 ARTICLE III THE PROJECT 	
Section 3.1 The Project.....	[]
Section 3.2 Leased Property.....	[]
Section 3.3 Filings and Reports.....	[]
 ARTICLE IV FILOT PAYMENTS 	
Section 4.1 FILOT Payments.....	[]
Section 4.2 FILOT Payments on Replacement Property.....	[]
Section 4.3 Removal of Components of the Project.....	[]
Section 4.4 Damage or Destruction of Economic Development Property.....	[]
Section 4.5 Condemnation.....	[]
Section 4.6 Calculating FILOT Payments on Diminution in Value.....	[]
Section 4.7 Payment of <i>Ad Valorem</i> Taxes.....	[]
Section 4.8 Place of FILOT Payments.....	[]
 [ARTICLE V ADDITIONAL INCENTIVES] 	
[Section 5.1 Infrastructure Credits].....	[]
[Section 5.2 Other Incentives].....	[]
 ARTICLE VI CLAW BACK 	
Section 6.1 Claw Back.....	[]

ARTICLE VII
DEFAULT

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

ARTICLE VIII
PARTICULAR COVENANTS AND AGREEMENTS

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

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1 Sponsor Affiliates []
Section 9.2 Primary Responsibility []

ARTICLE X
MISCELLANEOUS

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

- 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 Armitage	
Project Location		
Tax Map No.		
FILOT		
<ul style="list-style-type: none"> Phase Exemption Period 	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	1.1
<ul style="list-style-type: none"> Contract Minimum Investment Requirement 	\$6,390,000	1.1
<ul style="list-style-type: none"> Contract Minimum Jobs Requirement 	80 full-time jobs	1.1
<ul style="list-style-type: none"> Investment Period 	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. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2023.	1.1 and 3.1
<ul style="list-style-type: none"> Assessment Ratio 	6%	4.1
<ul style="list-style-type: none"> Millage Rate 	.5805	4.1
<ul style="list-style-type: none"> Fixed or Five-Year Adjustable Millage 	Fixed	4.1
<ul style="list-style-type: none"> Claw Back Information 	Act Minimum Investment Requirement	1.1
Multicounty Park	I-77 Corridor Regional Industrial Park	1.1
Infrastructure Credit		
<ul style="list-style-type: none"> Brief Description 	The Infrastructure Credits shall equal 50% of the FILOT Payments due for the first 30 payments hereunder, which are anticipated to be the payments for property tax years 2024 through 2053	5.1, Exhibit D
<ul style="list-style-type: none"> Credit Term 	The first 30 payments hereunder, anticipated to be years 2024 through 2053	
<ul style="list-style-type: none"> Claw Back Information 	100% - Overall Achievement Percentage	6.1, 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, and [PROJECT ARMITAGE] (“*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 manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$6,390,000 and the creation of 80 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 locate its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the

Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which the initial Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2023.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$6,390,000.

“**Contract Minimum Jobs Requirement**” means not less than 80 full-time, jobs created by the Sponsor in the County in connection with the Project.

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes 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 or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 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 I-77 Corridor Regional Industrial Park Agreement, dated as of April 15, 2003 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 ARMITAGE] 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" by adopting an Inducement Resolution, as defined in the Act on April 4, 2023.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. Representations and Warranties of the Sponsor. The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a 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, 2023. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2024, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property and Improvements portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period, multiplied by

- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 0.5805, 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, 2023.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7 of this Fee Agreement.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1 of this Fee Agreement, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject

to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
ADDITIONAL INCENTIVES**

Section 5.1. Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("**Credit Term**"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI
CLAW BACK**

Section 6.1. Claw Back. If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII
DEFAULT**

Section 7.1. Events of Default. The following are "Events of Default" under this Fee Agreement:

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

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "**Cessation of Operations**" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

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

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

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

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

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS**

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“*Confidential Information*”) and that disclosure of the Confidential Information could result in substantial economic harm

to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

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

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

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

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

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

(f) The obligations under this Section 8.3 shall survive termination of this Fee Agreement.

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. Limitation of Liability. The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. Assignment. The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the

County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

□

WITH A COPY TO (does not constitute notice):

Haynswordh Sinkler Boyd, P.A.
Attn: Will Johnson
P.O. Box 11889
Columbia, SC 29211-1889

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 ARMITAGE]

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 [PROJECT ARMITAGE] (“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

50% of the first 30 FILOT Payments hereunder (anticipated to the FILOT Payments for property tax years 2024 through 2053)

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

The Repayment Amount shall be determined as of the end of the Investment Period. Further, any Infrastructure Credits applicable after the expiration of the Investment Period shall be reduced by the Claw Back Percentage, provided that in any year after the expiration of the Investment Period, either the Company or the County may request a redetermination of the Claw Back Percentage based on the investment and jobs achieved and maintained as of the last day of the prior fiscal year of the Company.

$$\text{Repayment Amount} = \text{Total Infrastructure Credits Received} \times \text{Claw Back Percentage}$$

$$\text{Claw Back Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Contract Minimum Investment Requirement} \text{ [may not exceed 100\%]}$$

$$\text{Jobs Achievement Percentage} = \text{Actual New, Full-Time Jobs Created} / \text{Contract Minimum Jobs Requirement} \text{ [may not exceed 100\%]}$$

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

For example, and by way of example only, if the County granted \$500,000 in Infrastructure Credits, and \$12,978,000 had been invested at the Project and 64 new, full-time jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

$$\text{Jobs Achievement Percentage} = 64 / 80 = 80\%$$

$$\text{Investment Achievement Percentage} = \$5,112,000 / \$6,390,000 = 80\%$$

$$\text{Overall Achievement Percentage} = (80\% + 80\%) / 2 = 80\%$$

$$\text{Claw Back Percentage} = 100\% - 80\% = 20\%$$

$$\text{Repayment Amount} = \$500,000 \times 20\% = \$100,000$$

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

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 Project Urban Renewal; 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 PROJECT URBAN RENEWAL; 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 Urban Renewal (“Company”) desires to develop a multi-use commercial, recreational, and entertainment venue within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$38,000,000 and the creation of approximately 60 new, full-time equivalent jobs;

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: April 18, 2023
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT URBAN RENEWAL

Effective as of: _____, 2023

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of _____, 2023 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and PROJECT URBAN RENEWAL (“Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

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

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

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

WHEREAS, the Company has committed to establish a multi-use commercial, recreational, and entertainment venue in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$38,000,000;

WHEREAS, by an ordinance enacted on _____, 2023 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

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

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

ARTICLE I REPRESENTATIONS

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

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

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

- (a) The Company is in good standing under the laws of the State of 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 \$38,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2028 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further

benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

Section 2.2. Public Infrastructure Commitment.

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

(b) The Company has committed to invest in the Public Infrastructure as described on Exhibit B. The Company shall certify its actual investment in the Public Infrastructure to the County by the Certification Date, by providing documentation, in form and substance reasonably acceptable to the County, to the County's Economic Development Department sufficient to reflect the amount invested in the Public Infrastructure. If the Company fails to complete the Public Infrastructure by the Certification Date, then the Company may not be entitled to the full value of the Public Infrastructure Credits as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Date") to verify the Company's investment in the Public Infrastructure. The County has the right to exclude from the investment in Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Date, provide to the Company, by written notice, the County's determination of the verified amount of investment made by the Company in Public Infrastructure. Failure to provide a written verification by the Verification Date shall be deemed to be a determination by the County that all costs certified by the Company are verified as eligible costs.

Section 2.3. Public Infrastructure Credits.

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

(b) For each property tax year in which the Company is entitled to a Public Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual Fee Payment bill with respect to the Project net of the Public Infrastructure Credit set forth in Section 2.3 (a) ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND

THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

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

Section 2.4. Filings. To assist the County in administering the Public Infrastructure Credits, the Company shall, for the Credit Term, prepare and file with the County such separate schedules or information with respect to the Property as may be necessary to distinguish the Property from any other property of the Company. Additionally, the Company shall, on or before January 31 of each year during the Credit Term, commencing in January 31, 2024, deliver to the Economic Development Director of the County the information required by the terms of the County’s Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, with respect to the Company.

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

ARTICLE III DEFAULTS AND REMEDIES

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

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

(b) An abandonment or closure of the Project; For purposes of this Agreement, “abandonment or closure of the Project” means cessation of operations for a continuous period of six months or longer other than as a result of a casualty event or in connection with a renovation or rehabilitation project;

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

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

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

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

Section 3.2. Remedies on Default.

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

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

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

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

**ARTICLE IV
MISCELLANEOUS**

Section 4.1. Examination of Records; Confidentiality.

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

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

Section 4.2. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

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

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

Section 4.5. Limitation of Liability.

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

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

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

Section 4.6. Indemnification Covenant.

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

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

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

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

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

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

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
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with a copy to
(does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202
Phone: 803.255.8000
Fax: 803.255.8017

if to the Company: PROJECT URBAN RENEWAL

with a copy to
(does not constitute notice):

Haynsworth Sinkler Boyd, P.A.
Attn: William R. Johnson
1201 Main Street, 22nd Floor (29201)
Post Office Box 11889
Columbia, South Carolina 29211
Phone: 803.779.3080
Fax: 803-765.1243

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

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

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

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

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

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

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

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

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

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

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

*[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

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

PROJECT URBAN RENEWAL

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 burial of utilities, pedestrian and bicycle improvements, installation of street canopies and lighting, construction of structured parking, and landscaping improvements. Improvement costs are anticipated to be approximately \$16,154,000.

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

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

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

EXHIBIT D (See Section 2.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

Richland County Council Request for Action

Subject:

Board of Zoning Appeals - 4

Notes:

March 21, 2023 – The Rules and Appointments Committee recommended re-advertising for the vacancies.

Richland County Council Request for Action

Subject:

Township Auditorium - 1

Notes:

March 21, 2023 – The Rules and Appointments Committee recommended re-appointing Mr. Carlos Gibbons, Jr.

Richland County Council Request for Action

Subject:

Prior to the Rules and Appointments Committee interviewing applicants to serve on existing vacancies Councilmembers serving as a liaison on a Board, Commission, or Committee should provide the Rules and Appointments Committee with an update on current needs that particular board is trying to fill including but not limited to qualifications and expectations. The Councilmember should make an effort to attend those interviews.

Notes:

Richland County Council Request for Action

Subject:

Eliminate the requirement for applicants who are applying to serve on Boards, Committees, or Commissions to disclose their age range and sex during the application process. Appointments are done based on skills and knowledge.

Notes:

March 21, 2023 – The Rules and Appointments Committee forward this item to Council without a recommendation.



Informational Agenda Briefing

Prepared by:	Lori Thomas	Title:	Assistant County Administrator
Department:	Administration	Division:	Click or tap here to enter text.
Date Prepared:	April 12, 2023	Meeting Date:	April 18, 2023
Approved for consideration:	Assistant County Administrator	Choose an item.	
Meeting/Committee	Coronavirus Ad Hoc		
Subject:	American Rescue Plan Act Fund Grant Application and Process Update		

The COVID-19 Ad-hoc Committee met on April 5, 2023. Below is a status report of those categories discussed:

Broadband Services

The Committee recommends to approve the following grant applications for desk review of qualified expenditures for the following:

1. *Columbia International University - Broadband Expansion for Fourth District of Richland County.* This award is up to \$297,746.13 in allowable costs. Desk review results will accompany the recommendation to Council.
2. *Richland County Public Library - Hotspot: Bridging the Digital Divide.* This award is up to \$207,700.00 in allowable costs. Desk review results will accompany the recommendation to Council.

Affordable Housing

The Committee directed the County Administrator to propose a plan to invest \$4 million in affordable housing – specifically to add new affordable units to the market.

Youth and Recreation Services

The Committee has tabled this category for review. Staff will collect questions from the Committee and provide answers thereto. The Committee will make further recommendations following receipt of the requested information.

Senior Assistance

Tabled for lack of a quorum.

Non-profits

The Committee recommends to approve following grant applications for desk review of qualified expenditures:

1. *The Cooperative Ministry* - This award is up to \$138,091.20 in allowable costs. Desk review results will accompany the recommendation to Council.
2. *Epworth Children's Home* - This award is up to \$131,991.00. Desk review results will accompany the recommendation to Council.
3. *Midlands Mediation Center* - This award is for up to \$130,000.00. Desk review results will accompany the recommendation to Council.

The committee has requested that all questions related to the Columbia City Ballet be sent to the County Administrator for response.

Final recommendations were for Committee members to send all questions on any groups to ACA Thomas by Wednesday, April 12, 2023 to make contact and to collect abstracts from all groups that are still under consideration for funding.

ATTACHMENTS:

- 1) Columbia International University
- 2) Richland County Public Library
- 3) The Cooperative Ministry
- 4) Epworth Children's Home
- 5) Midlands Mediation Center

Powered by ZoomGrants™ and

Richland County Government
Administration
American Rescue Plan Grant
Deadline: 10/14/2022

7435 Monticello Road Columbia, SC 29203
Broadband Expansion for Fourth District of Richland County

Jump to: [Application Questions](#) [Budget Tables](#) [Required Attachments](#)

\$ 297,746.13 Requested

Submitted: 10/13/2022 10:48:15 AM (Pacific)

Project Contact

David Finklea
david.finklea@ciu.edu
Tel: 8037952277

Additional Contacts

none entered

**7435 Monticello Road Columbia,
SC 29203**

7435 Monticello Rd
Columbia, SC 29203
United States

President

Dr. Mark Smith
mark.smith@ciu.edu

Telephone 8038075508

Fax

Web www.ciu.edu

Application Questions [top](#)

1. Organization Tax Filing Status

57-0352247

2. Organization Service Type

Higher Education

3. Organization Process Owners

David Finklea

Program/Project Information

4. Has your Organization received prior funding to address community concerns in the past, If yes, by whom?

Columbia International University has received funds to serve the community from Richland County and the Department of Education.

5. Describe the issue/ need that your project will address (required)?

COVID-19 has disrupted the normal process of providing quality education throughout the state of South Carolina. Adjustments made to protect students, faculty and staff during the pandemic have impacted education. Not only has the pandemic disrupted education, but it has also caused a significant disruption in employment with many jobs lost.

Based on a study conducted by the South Carolina Education Oversight Committee, educators are discovering the negative impact remote learning has had on students' learning process across the state of South Carolina. Their report estimates that 7 out of 10 students in grades three through ten will not meet grade-level English-Language Arts and Math standards. Students have not been learning at the rate they have learned in the past. Due to the challenges of COVID-19, students must adjust to a completely different learning format.

According to a report generated by the Department of Education, 16,085 South Carolinian students were unreachable during the school facility closure caused by the initial outbreak of the coronavirus. There are several reasons for this lack of student participation. Some of the reasons were:

- Home internet connectivity issues

- Lack of parent interest/ support/ skill or access to appropriate devices at home
- Unequal distribution of 1:1 device
- Lack of a digital ecosystem to support long-term virtual instruction
- Lack of clearly defined instructional strategies for forwarding progress in remote learning

recurring COVID expenses
 Within ten miles of the Columbia International University campus, ten public schools serve just over 4,100 students. These schools include:

- A.J. Lewis Greenview Elementary School
- J.P. Thomas Elementary School
- Edward E. Taylor Elementary School
- Arden Elementary School
- Forest Heights Elementary School
- Hyatt Park Elementary School
- Alcorn Middle School
- Heyward Gibbes Middle School
- W.J. Keenan High School
- Eau Claire High School

All ten schools can relate to the struggles identified by the studies mentioned above. All ten schools are poorly ranked among other South Carolina schools. In Math, English-Language Arts and Science, these schools fail to meet South Carolina standards. Though these struggles were being addressed prior to the COVID-19 pandemic, further studies have discovered that these concerns have only worsened since the recent pandemic. These unmet standards identify a significant need for improved resources and opportunities for students of the Monticello Road corridor. Monticello Road and its surrounding neighborhoods are seated in Richland County's most impoverished district. The following statistics reveal the conditions of citizens living in the fourth district of Richland County:

- Population: 35,297
- 20% of this district has a household income of \$15,100 or less
- Nearly 30% of the district lives in poverty
- Almost 10% remain unemployed
- Unemployment rate: 9.5%

A tremendous need for economic and holistic development is recognized. Furthermore, the impact of COVID-19 has only intensified this need. Additionally, areas of the Monticello Road corridor are considered a part of the broadband desert identified by the South Carolina Broadband Map. Within 15 miles of CIU there are over 15 desert zones with no internet service provider available, which eliminates the ability to complete educational and professional tasks. Given the circumstances of the district and the limited availability of broadband connections, the Monticello Road corridor requires immediate resources to recuperate from the challenges experienced through the COVID-19 pandemic. Considering the available data, the following issues exist:

- Lack of job opportunities for citizens of the Monticello Road corridor
- Lack of internet availability
- Lack of means to provide the proper devices needed to assure quality education
- Lack of personal motivation among students and parents to persevere in a pandemic scenario
- Limited educational resources for proper student development
- Limited educational opportunities to assure students are properly exposed to the most current and innovative strategies for learning

To assist with the ongoing efforts to bridge the gap between those experiencing difficulty with internet access, the Broadband Expansion for the Monticello Road Corridor project is proposed.

6. Is the project an expansion of current services your organization offers or a new program or reinstatement of a previously funded program?

This project is the continuation/ expansion of current services offered by Columbia International University.

7. Specifically, what will funds be used for? Examples of the eligible projects can be found in the corresponding guidance/federal document link <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>

During the pandemic, CIU experienced an increase in the number of students enrolled and utilizing campus resources, including WIFI connectivity. In an attempt to serve the needs of the community during the pandemic, CIU has also made its campus available to citizens needing access to the WIFI connection. The funds of this grant will be used to purchase access points needed to increase the capability of CIU's internet connectivity for students and community members. In order to serve CIU students and citizens of the Monticello Road Corridor, upgrades are needed to the CIU's broadband and internet access points. Equipment upgrades will be made to the Columbia International University facilities, which will improve wireless internet and broadband connectivity. The Student Learning Lab and Entrepreneurship Learning Lab provides constituents of the Monticello Road Corridor use of laptops, library resources, and tutoring resources. These funds will be used to purchase 147 Access Points and 227 corresponding wall plates. Upgrading these access points will make internet access more consistent and efficient in serving the increased number of students and campus visitors.

8. Please describe, in detail, how your project is related to the prevention of or mitigation of the impact of COVID-19, how funding is essential in addressing the need and communication process

Columbia International University campus will be used to provide broadband internet and the most recent software needed for remote learning and workforce development. CIU has identified the number of citizens that have not had access to reliable internet access. Accordingly, there are deficiencies in the ability to operate wireless devices. Therefore, CIU will offer the community an opportunity for citizens to learn how to access telehealth services, educational resources, and fulfill responsibilities needed to apply for employment.

Also, CIU experiences incredible challenges during COVID-19, which limited student access to efficient wireless connections. As a result, students were unable to effectively complete assignments due to lapses in internet access. Such lapses had a negative impact on CIU students and individuals that depend on its internet supply.

Therefore, CIU has designed a strategic plan to increase internet connectivity that is suited for the number of users across campus. By installing more access points, this expands and strengthens connection for all users across campus. Furthermore, those affected by COVID-19 are able to enhance their learning and user experience through reliable internet services.

Project Description and Goals

9. Please describe the target population of your program

This project will target citizens of the fourth district of Richland County, SC. This includes more than 35,000 citizens.

10. What is the location (address and neighborhood) of your proposed project? Be specific as possible.

The location of this proposed project will take place at 7435 Monticello Road Columbia, SC 29203.

11. Does your project/program require permits?

No this project does not require a permit.

Administrative Systems

12. How do you intend to recruit participants to your project and/or refer individuals for service, support or resources in the community? Only answer if applicable These funds require the use of evidence-based models or practice-based evidence. Please provide a description of the evidence that links your proposed strategies to interventions of prevention/or high-risk reduction.

CIU will invite participants for this project through a long-lasting relationship with neighborhood association leaders who will be informed of the related services available to them. Community members will be invited to use the William H Jones Center along with its available wireless devices and facilities.

Meeting rooms and devices will be offered at no cost to community members.

13. Please explain your proposed project's timeline to completion. All ARPA grants distributed by Richland County must be expended by December 31, 2024.

Installation of equipment will begin September 2022.

Completion of installation and purchase of all relevant equipment will be done by June 2024.

Community members will be granted access to the facilities and training beginning August 2024.

14. What data do you plan to collect (Demographic data. Number of individuals/households served. Number of activities provided, etc.) Funded applicants will receive additional guidance on specific data to be reported. (Demographic Reporting is a requirement for data reporting for grant compliance. Based upon the response, additional requirements may be necessary for grant compliance.)

Columbia International University will analyze the qualitative and quantitative community impact of this project. Columbia International University's Program Director will collect, evaluate, and interpret quantitative data to determine the number of students and citizens impacted. Constituents who elect to utilize the services available through this project will be required to complete an application. The Program Director will solicit the following information to evaluate performance of this initiative:

- Name
- Physical Address
- Date of Birth
- Race/Ethnicity
- Household Income
- School Enrollment Status

This information will provide the quantitative data needed to evaluate the geographic area being impacted, level of education,

and other demographic data of citizens being served. Also, the Program Director will monitor the number of citizens being served to determine what percentage of the district is benefiting from services being rendered. Qualitative data will be collected to measure participant experience. The Program Director will utilize the following means to measure participant experience:

- Participant surveys
- Participant interviews
- Feedback forms

Outcomes and goals will be continually measured throughout the year to determine how efforts may be adjusted to ensure maximum effectiveness. The following actions will be taken in data collection:

- Data collection with Richland County to explore what additional partnerships can be formed to positively impact the lives of the participants being served.
- Establish relationships with state and county agencies to assess and manage data, which will determine the decisions-making on how to improve the project.
- Facilitate group discussions for faculty and staff to discuss what parts of the programs are yielding positive results and changes to be made to improve program outcomes.
- Collect data on progress and benchmarks achieved to determine opportunities for program expansion.

15. All budget items must be reasonable and critical to your proposed activities. The budget should be consistent with your narrative, making it clear how each of the activities will be funded. The budget may cover up to a 24-month period or not to extend beyond December 31, 2024. All expenses must be listed and directly related to the grant. When estimating costs, please show your calculations by including quantities, unit costs and other details. Only include grant-funded expenses in the budget descriptions. Provide a budget, broken into categories such as personnel, employee benefits/fringe, travel, training, equipment, office expenses, program, etc. and short narrative for each request. A. What is the total budget request amount?

The budget for this project includes the following items:

147 Mist Systems: Premium Performance MultiGigabit WiFi 6E Access Points (\$1093.95 per unit)

227 Mist Systems: High Performance Wallplate WiFi 6 802.11ax Access Point (AP12) (603.24 per unit)

Total: \$297,746.13

16. What is the annual organization budget? A copy of your most recent annual budget should be included.

The annual organization budget is \$29,059,572.

17. Does your project require initial funding prior to beginning? If yes, please describe what is needed to get started.

No, this project does not require initial funding prior to beginning.

18. Please describe how this project will be financially sustained after ARPA funds are expended.

CIU's assistance service to the community already exists. The requested funds are to cover the expansion of an existing program. Furthermore, staff and operational costs associated will be sustained through fundraising activities.

Business/Marketing Plan

19. Has this proposed project been submitted through any other City, State, Federal, or private funding process? If yes, please provide the information regarding the funding source, amount, and funding details. Please note this grant prohibits duplication of funds from multiple sources including other federal and state grant allocations.

No, this proposed project has not been funded or submitted by any other city, state, federal, or private funding process.

Performance Measures

20. Will funds supplant or supplement project funding? If so, please explain in detail.

Funds acquired from the university's fundraising efforts will be used to supplement this project's funding.

21. How will the success of this project be measured? Be specific as possible. Please use measurable indicators (i.e., Social Impact, Cost Benefit Analysis, Pre/Post Shifts in Attitudes or Behavior, etc.).

This project will be measured by identifying the impact this program is having on the community's economic and educational status. The primary goal is to provide access to internet and electronic devices that will aid the community in enhancing their educational experience and pursuit for a decent standard of living. CIU will assess the data being released by Richland County to determine if the socio-economic profile is improving. Furthermore, a relationship with Richland County will be maintained to identify trends and opportunities for improvement.

Sustainability

22. What are the specific outcomes and accomplishments this project will achieve and how will outcomes be measured?

This project will accomplish the following:

1. Make broadband and internet connection available to community members of the fourth district of Richland County
2. Increase the connectivity and speed of internet access to CIU students
3. Provide educational resources for citizens and students to provide access to employment opportunities and enhanced educational experiences
4. Enhance the experience of community members of the fourth district of Richland County using CIU facilities and internet-based devices

23. Has your organization had an instance of misuse of funds or fraud in the past 36 months? If so, please explain.

No

24. Does your organization have a current or pending lawsuit against another organization? If so, please explain.

No

25. Do you have a separate account for different programs/revenue sources to prevent co-mingling of funds?

Yes

26. Does your organization use a daily time tracking log for each position being paid using multiple sources of funding?

Yes

Budget [top](#)

Income Section	Amount	Pending	Receiving
Grant Amount Requesting	\$ 0.00	\$ 297,746.13	
University Support	\$ 28,819.69		
Total	\$ 28,819.69	\$ 297,746.13	\$ 0.00

Expense Category	Grant Amount Requested	Other Sources
Advertising/Marketing/ Promotions/ Billboards		\$ 5,000.00
Advertising/Marketing Related Salary		
Municipal Services/Security		
Contractors/Outside Services		
Wireless Devices: AP's	\$ 297,746.13	\$ 23,819.69
Other		
Total	\$ 297,746.13	\$ 28,819.69

Budget Narrative

Due to the upgrades to the WIFI system, additional supplies will require upgrades to complimentary supplies that will ensure optimal performance. Accordingly, the following technology supplies and upgrades will be purchased: new access point devices.

Tables [top](#)

Expenses

Expenses	FY 20	FY21	FY22	Total
Program services				\$ 0
Fundraising				\$ 0
Administration/Management/General				\$ 0

Total

0

0

0

\$0

Required Attachments [top](#)

Documents Requested *

Required? Attached Documents *

Statement of Financial Position(Balance Sheet)	<input checked="" type="checkbox"/>	Financial Position
Statement of Activity (Income and Expense Statement)		Income and Expense Statement
IRS Form 990 (if total annual revenue is \$50,000 or above)		
Certified Financial Audit (revenue of \$750,000 but federal expenditures less than \$750,000)		
Certified Financial Audit Management Letter		
Single Audit/Management Letter/ Corrective Plan		
Detailed Project Budget	<input checked="" type="checkbox"/>	Project Budget
Other documents regarding project		N/A
IRS Determination Letter indicating 501 c3, non profit status		IRS Letter
Proof of current Registration as a charity with the SC Secretary of State		Exempt Status Letter
Organizations W-9		W-9

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Application ID: 418265

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American Rescue Plan Grant
Deadline: 10/14/2022

Richland County Public Library HomeSpot: Bridging the Digital Divide

Jump to: [Application Questions](#) [Budget Tables](#) [Required Attachments](#)

\$ 207,700.00 Requested

Submitted: 10/13/2022 6:15:31 AM (Pacific)

Project Contact

Sara Salley
sarajanesalley@gmail.com
Tel: 803-929-2639

Additional Contacts

none entered

Richland County Public Library

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Columbia, SC 29201
United States

Telephone 803-929-2639

Fax

Web www.richlandlibrary.com

Executive Director

Melanie Huggins
mhuggins@richlandlibrary.com

Application Questions [top](#)

1. Organization Tax Filing Status

501 c 3 nonprofit

2. Organization Service Type

Public Library

3. Organization Process Owners

Melanie Huggins, Executive Director and Leah Bartys, Project Manager

Program/Project Information

4. Has your Organization received prior funding to address community concerns in the past, If yes, by whom?

Richland Library is recognized locally, nationally, and internationally for leading the profession in redefining what it means to be a public library critical to the community's success, livability, and resilience. Striving to be part of an ecosystem of service providers and advocates for marginalized and underserved communities, Richland Library is a vital community asset and eliminates barriers and strengthens support for those who need them most. Richland Library collaborates to create a strong, resilient economy; strengthen community cohesion; transform youth educational outcomes, and increase equity, inclusion, and opportunity. Whether playing the role of facilitator, organizer, leader, or convener, cultivating partnerships across sectors ensures that Richland Library is essential to a healthy, livable community.

Some examples of grant-funded community impact include:

- HomeSpot, providing 465 hotspots to underserved households, was funded through grants from foundations and corporations, including the McNulty Foundation, Aflac, International Paper, Truist Foundation, the Nord Family Foundation, the South Carolina State Library, and the Richland Library Friends and Foundation from 2020 – 2021.

- Assisting jobseekers and local entrepreneurs during the Covid-19 pandemic. While county unemployment rates soared to over 9.7% from 2.8%, RL certified 29 staff members as career coaches and assisted 3,400 job seekers with filling out unemployment paperwork and career coaching appointments. Bank of America grant funds in 2021 helped the library promote these resources through paid social media and outdoor advertising.

- Providing access to social workers who provide case management and direct access to resources and benefits, including public benefits, emergency rent and utility assistance, and programs allowing clients to gain permanent housing and job security. Social workers served 16,554 people in 2021. Grant funding for these services was provided by the United Way, Sisters of Charity Foundation, and the Low Income Housing Coalition in 2021-2022.
- Highly trained Reading Specialists in the Education Studio assisted over 500 struggling readers, their caregivers, and teachers last year through grant funds such as the TD Charitable Foundation and the Dorothy D. Smith Charitable Foundation. The Education Studio offers high-quality, evidence-based books, materials, an online curriculum, and learning games related to students with learning differences, especially dyslexia. Other education initiatives such as community collections and the Live Freely bus distribute children's books to public areas and provide books to build home libraries in low-income households funded through Dominion Energy and the Edward B. Timmons, Jr. Charitable Trust. The Lipscomb Family Foundation provided grant funds for a tutoring program in 2020.
- Let's Talk Race creates opportunities for civic engagement, builds community connections, and encourages courageous conversations. Richland Library is in the process of creating an open-sourced Let's Talk Race (LTR) curriculum and toolkit to be shared with libraries, nonprofits, and businesses who want to develop their own LTR conversations. The curriculum will be available in Fall 2022. This initiative is funded through Dominion Energy, Colonial Life, Central Carolina Community Foundation, and AARP.
- In 2019 when over 400 public housing residents were evacuated from their homes without warning, families were placed in hotels across the county – cut off from access to community resources and support networks. Library social workers set up a resident hotline with a county grant, served 252 evacuees, made 104 referrals, and purchased over \$19,000 in furniture and supplies for residents demonstrating their deep commitment to responding to community needs quickly.
- Colonial Life and Power Ed support scholarships to Career Online High School (COHS) students in Richland County. COHS is an accredited online high school diploma program for underserved adult students. Library staff guides participants through the 18-month program, including the assignment of an academic coach and special focused training on nine in-demand industries. Forty-nine adults graduated from the program, with 38 students working on their diplomas.

5. Describe the issue/ need that your project will address (required)?

HomeSpot recipients are households that do not have access to the internet. Per the FCC, over 10,300 county residents do not have broadband access. About 22% of the households in South Carolina do not have broadband subscriptions, according to the 2019 US Census data. The lack of internet and broadband infrastructure creates a digital divide, often excluding lower-income and rural residents from telework, online learning, and telehealth. Richland County has 418,307 residents, with 51.7% being female, 49.4% being African-American, 44.6% white, and 5.6% of Hispanic origin (US Census).

With 22,202 students, Richland One's poverty index is 77.3%, with 95% of students qualifying for free or reduced lunch. Richland Two has 27,761 students with a poverty index of 56.9%, and 49% of students are on free or reduced lunch (SC Department of Education). Over 16% of Richland County's residents live in poverty, and 20% of children 0-17 live in households with incomes below the poverty level (Children's Trust). Our unemployment rate peaked at 10.1% in May 2020 and is currently 3.3% (SC Department of Employment and Workforce). Seven percent of children live in households where parents/caregivers are out of work. Students cannot attend virtual school without internet access, and parents/caregivers cannot work from home.

The lack of internet and broadband infrastructure creates a digital divide, often excluding lower-income and rural residents from telework, online learning, and telehealth. Individuals who reside in low-income homes may be at higher risk of unequal education access than their peers who live in stable homes. Richland County residents living in poverty are disproportionately burdened by the education, health, and economic realities our state is facing. Over 10,300 county residents do not have broadband access and many more deal with extremely low internet speeds.

In 2020, Richland Library raised over \$100,000 to provide 465 hotspot devices with unlimited data plans for long and short-term loans reaching over 700 households. Due to the success of this program, Richland Library requests funds to extend the loan program through 2024. Richland Library will work with local school districts and other community partners to promote the hotspot loan program to households who need internet access for education, work, and general use. Our goal is to extend hotspot lending to vulnerable populations, including the rural communities we serve. Current program funding has ended. With ARPA funds from Richland County, this program will be extended through December 2024.

6. Is the project an expansion of current services your organization offers or a new program or reinstatement of a previously funded program?

Reinstatement of a previously funded program

7. Specifically, what will funds be used for? Examples of the eligible projects can be found in the corresponding guidance/federal document link <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>

Funds will be used to purchase hotspot data plans for 250 hotspots from January 2023 through December 2024 providing internet services to underserved households that do not have access or households where infrastructure is not in place to purchase internet.

8. Please describe, in detail, how your project is related to the prevention of or mitigation of the impact of COVID-19, how funding is essential in addressing the need and communication process

HomeSpot provides internet hotspots to low-income households in Richland County. A grant will provide 250 hotspots with unlimited data through a loan program for households that currently do not have access to the internet. Home-Spot helps bridge the digital divide in our community that has only widened during the COVID-19 pandemic. Hotspots will be loaned through the library's collection with a library card. Loan periods are four weeks each, with an opportunity to renew if there is no waiting list. Hotspots come packaged with chargers, directions, and troubleshooting information to assist customers with connecting their devices.

Using a smartphone, tablet, or computer, students will have the ability to connect to their schools for virtual learning. Families will have the wi-fi needed to apply for unemployment and SNAP food benefits, apply for jobs, reach out to community groups and organizations for resources, and stay connected in a social distancing world. Hotspot lending provides wi-fi to households as County, and state stakeholders work to improve and increase broadband infrastructure. Loaning hotspots also provide consistent service for those unable to travel regularly to library locations to use the services provided.

Project Description and Goals

9. Please describe the target population of your program

Households in Richland County that do not have home internet services or whose home service has a slow connection and hotspots are needed to meet the device demand of the household. Per the FCC, over 10,300 county residents do not have broadband access.

10. What is the location (address and neighborhood) of your proposed project? Be specific as possible.

Richland Library serves all of Richland County, with 13 locations. Edgewood, Main, North Main, and Wheatley branches fall in Qualified Census Tracts.

Hotspots will be available for loan to Richland County residents and will be served through our locations at:

- Richland Library Ballentine - 1200 Dutch Fork Rd., Irmo, SC 29063 Dist. 1, Census tract: 0103.11
- Richland Library Blythewood - 218 McNulty St., Blythewood, SC 29016 Dist 2, Census tract 0101.06
- Richland Library Cooper - 5317 North Trenholm Rd., Columbia, SC 29206 Dist. 6, Census tract 0112.02
- Richland Library Eastover - 608 Main Street, Eastover, SC 29044 Dist. 10, Census tract 0120.00
- Richland Library Edgewood - 2101 Oak Street, Columbia, SC 29204 Dist. 3, Census tract 0010.00
- Richland Library Lower Richland - 9019 Garners Ferry Road, Hopkins, SC 29061 Dist. 11, Census tract 0119.01
- Richland Library Main - 1431 Assembly St., Columbia, SC 29201 Dist. 5, Census tract 0031.00
- Richland Library North Main - 5306 North Main Street, Columbia, SC 29203 Dist. 3, Census tract 0001.00
- Richland Library Northeast - 7490 Parklane Road, Columbia, SC 29223 Dist. 7, Census tract 0113.03
- Richland Library Sandhills - 763 Fashion Drive, Columbia, SC 29229 Dist. 9, Census tract 0114.18
- Richland Library Southeast - 7421 Garners Ferry Road, Columbia, SC 29209 Dist. 11, Census tract 0116.07
- Richland Library St. Andrews - 2916 Broad River Road, Columbia, SC 29210 Dist. 4, Census tract 0104.07
- Richland Library Wheatley - 931 Woodrow Street, Columbia, SC 29205 Dist. 5, Census tract 0021.00

11. Does your project/program require permits?

No

Administrative Systems

12. How do you intend to recruit participants to your project and/or refer individuals for service, support or resources in the community? Only answer if applicable These funds require the use of evidence-based models or practice-based evidence. Please provide a description of the evidence that links your proposed strategies to interventions of prevention/or high-risk reduction.

The promotion of this project will be handled by Richland Library's Marketing and Community Relations team, who are responsible for creating communications with customers, stakeholders, and other key audiences. Spearheading all library marketing and promotional strategies, including customer and community relations, media relations, and social media, the team averages more than 6 million impressions each month through their combined promotional tactics.

More specifically, HomeSpot will be promoted throughout Richland County using a combination of Marketing and Community Relations tools, such as - but not limited to - media relations, the library's website, and social media outlets to spark important community dialog and shared learning opportunities. HomeSpot is also promoted throughout our locations. Program details will be shared through the Library's education, social work, and business/career departments which will refer clients to

the loan program. When needed, Richland Library will also promote HomeSpot through our vast network of community partners.

13. Please explain your proposed project's timeline to completion. All ARPA grants distributed by Richland County must be expended by December 31, 2024.

December 2022 – negotiate a contract with the hotspot service provider

January 2023 – execute provider contract

January -2023 – December 2024 – Promote the program, loan hotspots and track all program activity

October – November 2023 – Survey loan participants for program feedback and demographic information

December 2023 - Submit any required interim reports

October – November 2024 – Survey loan participants for program feedback and demographic information

December 2024 – compile all project data for the final grant report

A detailed timeline with staff/department responsibilities is attached to this application.

14. What data do you plan to collect (Demographic data. Number of individuals/households served. Number of activities provided, etc.) Funded applicants will receive additional guidance on specific data to be reported. (Demographic Reporting is a requirement for data reporting for grant compliance. Based upon the response, additional requirements may be necessary for grant compliance.)

- Number of device loans
- Zip codes to assist in mapping broadband need
- User surveys will gather data for program feedback and impact. Survey questions will collect information such as device usage and set-up, household demographics (ages, ethnicity, income), and reason for hotspot usage (education, work, entertainment).

15. All budget items must be reasonable and critical to your proposed activities. The budget should be consistent with your narrative, making it clear how each of the activities will be funded. The budget may cover up to a 24-month period or not to extend beyond December 31, 2024. All expenses must be listed and directly related to the grant. When estimating costs, please show your calculations by including quantities, unit costs and other details. Only include grant-funded expenses in the budget descriptions. Provide a budget, broken into categories such as personnel, employee benefits/fringe, travel, training, equipment, office expenses, program, etc. and short narrative for each request. A. What is the total budget request amount?

Broadband Category Total Request: \$207,700

Program Materials (hotspot data plans) \$207,500

Hotspot data plans January – December 2024 ($\$34.58/\text{month} \times 24 \text{ months} \times 250 \text{ hotspots} = \$207,500$)

Program Materials (survey incentives) \$200

An incentive for responding to program feedback surveys (Two \$50 grocery or gas cards will be drawn from participants who respond to program surveys sent at the end of 2023 and the end of 2024)

Richland Library will provide staff support and project management in-kind.

We affirm that Richland Library has current policies and procedures in place to evaluate and record expenditures made under federally sponsored projects. The Project Manager works closely with Finance and the Library's Grants Manager to ensure that all project costs are necessary, reasonable, allocable, and allowable under federal guidelines. All expenditures are tracked in the MUNIS accounting system. Personnel expenses will be tracked by the Project Manager through self-reporting (monitored by the Project Manager's supervisor).

16. What is the annual organization budget? A copy of your most recent annual budget should be included.

\$30,982,365 - A copy of our operating budget is included in the program budget attachment.

BUDGET FISCAL YEAR 2023

Richland County Tax Appropriations \$ 29,700,000

Non-Resident Fees 30,000

Lost and Damaged Materials 17,000

Investment Interest 54,700

Other Income 20,625

Xerox Copying/Printing 43,540

Friends Donations 116,500

Total 29,982,365

State Aid 1,000,000
Total Revenue \$ 30,982,365

Expenditure
Personnel \$23,532,146
Materials/Resources 2,589,766
Supplies 326,140

Programming 178,027
Services 1,119,914
Facilities/Maintenance 3,099,872
Programming/Operations
Funded by Friends 116,500
Total Expenditures \$ 30,962,365

17. Does your project require initial funding prior to beginning? If yes, please describe what is needed to get started.

No

18. Please describe how this project will be financially sustained after ARPA funds are expended.

Richland Library and the Richland Library Friends and Foundation will continue to seek grant funds for HomeSpot through corporate, foundation, and government sources to sustain the project once the grant ends.

Business/Marketing Plan

19. Has this proposed project been submitted through any other City, State, Federal, or private funding process? If yes, please provide the information regarding the funding source, amount, and funding details. Please note this grant prohibits duplication of funds from multiple sources including other federal and state grant allocations.

McNulty Foundation \$7,500 (Grant Period 5/19/21 - 6/30/2021)

Richland Library Friends and Foundation \$83,610 (Grant Period October 2020 - October 2021)

International Paper \$5,000 (Grant Period 10/21/20 - 9/30/2021)

Aflac \$10,000 (Grant Period 01/01/2021 – 12/31/2021)

Nord Family Foundation \$40,000 (Grant Period 11/13/20 - December 1, 2021)

Truist Foundation \$25,000 (Grant Period 3/29/21 - 3/31/22)

Restricted Private Donations \$24,904 (2020 - 2021)

SC State Library ARPA \$30,000 (Grant Period August 2, 2021 — September 30, 2022 NOTE: all funds were expended and used to renew data plans on 189 devices between August 2021 and June 2022)

All grant funds for this project have been spent and are now closed.

Performance Measures

20. Will funds supplant or supplement project funding? If so, please explain in detail.

No. This is a grant-funded project that ended in August 2022. Grant funds have been spent and will fund this project through December 2022. ARPA funds from Richland County will allow Richland Library to continue the HomeSpot project in January 2023 and 2024 with new data plans for 250 hotspots.

21. How will the success of this project be measured? Be specific as possible. Please use measurable indicators (i.e., Social Impact, Cost Benefit Analysis, Pre/Post Shifts in Attitudes or Behavior, etc.).

Short-Term Outcomes and Indicators

More digital access in residences without broadband service

- # of hotspots loaned, disaggregated by zip code
- % recipients that receive hotspots from households without access

More internet use for education, work, and general use among those lacking digital access

- % recipients reporting use for education, work, and general access
- % recipients reporting a new ability to use the internet for education, work, and general education due to hotspot

Long-Term Outcomes and Indicators

More digital access in lower-income and rural residences

- Increased reporting of digital use in lower-income Richland County zip codes
- Increased reporting of digital use in rural Richland County zip codes.

Reduce the digital divide in Richland County

- Reduced county-level reporting of poor/no digital access
- Increased internet use for education, work, and general reasons among all Richland County zip codes

Sustainability

22. What are the specific outcomes and accomplishments this project will achieve and how will outcomes be measured?

This project addresses problems exacerbated by the COVID-19 public health emergency as it:

- Develops solutions relating to gaps in digital infrastructure by providing access to hotspot devices, especially for lower-income and rural residences.
 - o Activity: Hotspot loan program extended through December 2024 to households in Richland County without internet access.
 - o Measurement: Loan tracking software and library card (zip codes of loans and number of loans)
 - Provides a link to community and Library resources to those who do not have access.
 - o Activity: Send hotspot borrowers a survey that measures what recipients can achieve with hotspots that they could not potentially do prior.
 - o Measurement: Behavior changes, level of access gained, and household demographics. Sample questions include: How was the hotspot used (Work, education, entertainment, other)? How have opportunities increased or what changes have occurred following receipt of a hotspot in the home? Other survey questions will gather household-specific data such as age, ethnicity, and income levels.

23. Has your organization had an instance of misuse of funds or fraud in the past 36 months? If so, please explain.

No

24. Does your organization have a current or pending lawsuit against another organization? If so, please explain.

No

25. Do you have a separate account for different programs/revenue sources to prevent co-mingling of funds?

Yes

26. Does your organization use a daily time tracking log for each position being paid using multiple sources of funding?

N/A - This grant does not have staff or contract workers included in the budget.

Budget [top](#)

Income Section	Amount	Pending	Receiving
Grant Amount Requesting	\$ 207,700.00	\$ 0.00	\$ 0.00
Total	\$ 207,700.00	\$ 0.00	\$ 0.00

Expense Category	Grant Amount Requested	Other Sources
Program Materials - Data Plans	\$ 207,500.00	\$ 0.00
Program Materials - Survey Incentives	\$ 200.00	\$ 0.00
Total	\$ 207,700.00	\$ 0.00

Budget Narrative

Broadband Category Total Request: \$207,700

Program Materials (hotspot data plans) \$207,500

Hotspot data plans January – December 2024 (\$34.58/month x 24 months x 250 hotspots = \$207,500)

Program Materials (survey incentives) \$200

An incentive for responding to program feedback surveys (Two \$50 gift cards or gas cards will be drawn from participants who respond to program surveys sent at the end of 2023 and the end of 2024)

Richland Library will provide staff support and project management in-kind.

Tables [top](#)

Expenses

Expenses	FY 20	FY21	FY22	Total
Program services	28,326,935	25,867,935	28,468,380	\$ 82,663,250
Fundraising	432,933	432,926	467,205	\$ 1,333,064
Administration/Management/General	2,333,462	2,002,156	2,211,440	\$ 6,547,058
Total	31,093,330	28,303,017	31,147,025	\$90,543,372

Required Attachments [top](#)

Documents Requested *	Required?	Attached Documents *
Statement of Financial Position(Balance Sheet)	<input checked="" type="checkbox"/>	Balance Sheet
Statement of Activity (Income and Expense Statement)		Statement of Activity
IRS Form 990 (if total annual revenue is \$50,000 or above)		990
Certified Financial Audit (revenue of \$750,000 but federal expenditures less than \$750,000)		Audit
Certified Financial Audit Management Letter		Audit letter
Single Audit/Management Letter/ Corrective Plan		
Detailed Project Budget	<input checked="" type="checkbox"/>	Project and Operating Budget
Other documents regarding project		Detailed Timeline
IRS Determination Letter indicating 501 c3, non profit status		IRS Determination Letter
Proof of current Registration as a charity with the SC Secretary of State		SC Secretary of State
Organizations W-9		W9

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Application ID: 419760

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Richland County Government
Administration
American Rescue Plan Grant
Deadline: 10/14/2022

The Cooperative Ministry Pandemic Premium Pay

Jump to: [Application Questions](#) [Budget Tables](#) [Required Attachments](#)

\$ 138,091.20 Requested

Submitted: 10/12/2022 1:37:11 PM (Pacific)

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The Cooperative Ministry

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Chief Executive Officer

Beth Irick
birick@coopmin.org

Application Questions [top](#)

1. Organization Tax Filing Status

The Cooperative Ministry is a non-profit 501c3 corporation. The organization files an IRS 990 annually on a fiscal year basis. Our fiscal year is 1 July to 30 June.

2. Organization Service Type

We are a social service organization that is focused on assisting our program beneficiaries to achieve and sustain economic self-sufficiency. Our programs are structured to alleviate hardship and restore financial well-being.

3. Organization Process Owners

We are governed by a Board of Directors, with day-to-day oversight by our Chief Executive Officer. Community and client perspectives on our programs and services are regularly provided by our Congregational and Customer advisory committees.

Program/Project Information

4. Has your Organization received prior funding to address community concerns in the past, If yes, by whom?

The Cooperative Ministry has served Richland County and the greater Columbia community for forty years. Our funding reflects our community's confidence in our commitment to helping individuals and households to thrive. We are primarily grant funded, which has included funding to mitigate the pandemic's economic effects on the low- to moderate-income households that comprise our population of focus. Past and present awards include:

- Richland County— In 2020, we received a grant award of \$120,000 to provide rent and utility assistance under the County's COVID-19 Pandemic Relief program. The County's Community Development Block Grant (CDBG) is currently helping to fund our Professional Credentialing Assistance Program (ProCAP) that increases workforce engagement among unemployed and underemployed adults. Since 2010, the County's Discretionary Grant Program has helped to fund staffing for our Volunteer Income Tax Assistance (VITA) program that offers free tax return preparation for households earning \$58,000 or less.
- City of Columbia—The Cooperative Ministry (TCM) received an initial award of \$10,000 in 2020 and a subsequent award of \$250,000 in 2021 to provide emergency rent, utility, and mortgage assistance to City residents whose incomes were reduced as a result of the COVID-19 pandemic. TCM has also received City CDBG funds annually since 1992 to provide emergency housing assistance to people living with HIV/AIDS (PLWHA).

- SC Department of Health & Environmental Control (DHEC) and Prisma Health USC Medical Group—TCM administers up to \$5.8 million annually to fund housing, insurance, transportation, vision, and dental services for PLWHA.
- Emergency Solutions Grant (ESG)— We received an award of \$132,974 in October 2020 under ESG-CV Phase II for addressing pandemic-related risks of homelessness among households earning 50% or less of our area's median family income (MFI). Our current ESG award of \$25,000 serves households with incomes below 30% of our area's MFI, currently \$21,800 for a 3-person family.
- Emergency Food & Shelter Program (EFSP)— The federal program funds rent, mortgage, and utility assistance for people in need. The Cooperative Ministry is a current and past recipient of EFSP funds, including funds specifically for pandemic relief over the past three years.
- Women in Philanthropy/United Way of the Midlands— We are current recipients of a grant to provide financial empowerment coaching and cash assistance to help working women increase their economic well-being by modifying their saving and spending behaviors.
- Wells Fargo Foundation and TD Charitable Foundation— The foundations have provided start-up and sustainability funding for ProCAP and our financial coaching services over the past three years.
- Private Donors— Faith congregations and private individuals support our mission with cash donations for housing and nutrition assistance. Eastminster Presbyterian Church has also contributed funds for staffing and equipment.
- William T. Cassels Foundation— In 2020 and 2021, the foundation provided funding for our VITA tax return preparation program and for emergency assistance to meet basic needs (housing, food, utilities).
- Other Pandemic-related Funding— United Way of the Midlands' COVID-19 response fund awarded us \$15,000 in March 2020 to provide emergency housing and food assistance. A second United Way award of \$25,000 funded a temporary staff position to help meet the increased demand for our services.

5. Describe the issue/ need that your project will address (required)?

The Cooperative Ministry has been at the forefront of providers helping individuals and families manage the COVID-19 pandemic's economic consequences. We closed for one week at the start of the pandemic to create virtual options for accessing our services. We have since remained open, Monday through Friday, to fulfill nearly 30,000 service requests for:

- Rent, mortgage, and utility assistance
- Food
- Clothing
- Free tax return preparation
- Career development assistance
- Financial assistance with health insurance premiums, prescription co-pays, medical transportation, eye exams and dental care for people living with HIV/AIDS

Our services have proven crucial to our community's ability to deliver assistance where it is most needed. Since 13 March 2020, we have administered nearly \$600,000 in pandemic-related funds which have assisted 515 heads of household and their families to remain safely housed despite their incomes being disrupted by the pandemic.

We fully expect requests for assistance to continue to significantly exceed pre-pandemic levels because our historical population of focus has been the hardest hit by the pandemic. Eighty percent of our clients are Black/African American and 65% are women. Our clients are largely employed in modestly-compensated positions in retail, hospitality, administrative services, and home health care. Eighty-three percent (83%) of people seeking assistance since the pandemic began are first-time recipients of our services, which confirms:

- the toll that COVID-19 is taking on our community, and
- the importance of The Cooperative Ministry's continuing availability to assist those who are finding themselves in need of help to remain adequately housed.

We are requesting premium pay for staff to help sustain our capacity to offer high-quality services for preventing homelessness in our community. The public-facing nature of our services continually places our staff at increased risk of contracting COVID-19 and its variants. To date, we have experienced 19 confirmed cases of COVID infection among our 18 staff members. Each case triggers cascading effects, such as increased anxiety and workload, among our entire staff. Premium pay will help to compensate staff for the pandemic's disproportionate impacts on our workload and risks to our overall well-being.

6. Is the project an expansion of current services your organization offers or a new program or reinstatement of a previously funded program?

No. Empowering individuals and families to thrive is the core of our mission. The proposed funding acknowledges our staff's commitment to service despite the COVID pandemic's risks to our community and organization.

7. Specifically, what will funds be used for? Examples of the eligible projects can be found in the corresponding guidance/federal document link <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>

The funds will be used for hazard pay to our staff members whose normal duties place them at increased risk of contracting COVID. The hazard compensation will be calculated as a \$2.06 per hour premium over each eligible incumbent's base rate of

pay.

In accordance with the guidance provided by the Treasury department's final rule, premium pay cannot exceed \$13.00 per hour over an incumbent's current wage; and the increased wage cannot exceed 150% of the mean annual wage across all occupations, as calculated by the federal Bureau of Labor Statistics (BLS) for our community. According to the BLS' most recent data (May 2021), \$48,080 is the mean annual wage for the Columbia, SC, Metropolitan Statistical Area (Richland, Lexington, Kershaw, Fairfield, Calhoun, and Saluda counties). Fifteen of our 18 staff positions qualify for premium pay at the \$2.00 per hour rate without exceeding mean annual wage limit ($1.5 \times \$48,080 = \$72,120$).

8. Please describe, in detail, how your project is related to the prevention of or mitigation of the impact of COVID-19, how funding is essential in addressing the need and communication process

Our proposal addresses the morale of our front-line service providers whose roles are essential to our community's response to and recovery from the pandemic. Among our staff, a positive COVID test adds to the workload and health concerns for each colleague. This cycle has impacted every one of our staff; and the cycle continues to repeat as the pandemic continues to evolve.

Our project helps to allay staff burnout and to ensure that we sustain the capacity to respond to our community's needs. Premium pay recognizes the stress of continually adapting to emergent needs and affirms our community's appreciation of our dedication to helping vulnerable individuals and families navigate financial hardships caused by the pandemic.

Project Description and Goals

9. Please describe the target population of your program

Premium pay for our 15 qualifying staff will help to ensure our ongoing ability to annually deliver over 15,000 essential services to Richland County residents with emphasis on low- to moderate-income households that qualify for the Earned Income Credit.

10. What is the location (address and neighborhood) of your proposed project? Be specific as possible.

We serve all of Richland County, in-person and virtually, from our office located at 3821 W. Beltline Blvd., Columbia, SC 29204. Our office borders the county's Belvedere, Booker Washington Heights, and Englewood neighborhoods in zip codes 29203 and 29204.

Residents of zip codes 29203 (North Main/I-20 areas) and 29204 (Beltline Blvd/Two Notch Rd) comprise 45% of clients receiving our financial assistance services. The three other zip codes among our top five areas served are 29209 (Lower Richland), 29210 (Broad River Corridor), and 29223 (Northeast). Sixteen of the 27 ARPA Qualified Census Tracts—specifically tracts 1.00, 2.00, 3.00, 5.00, 9.00, 10.00, 13.00, 104.11, 105.01, 105.02, 106.00, 107.01, 107.03, 108.03, 108.04, and 109.00—are within our most-served geographic areas.

11. Does your project/program require permits?

No.

Administrative Systems

12. How do you intend to recruit participants to your project and/or refer individuals for service, support or resources in the community? Only answer if applicable These funds require the use of evidence-based models or practice-based evidence. Please provide a description of the evidence that links your proposed strategies to interventions of prevention/or high-risk reduction.

Our work has been regarded as essential throughout the pandemic and our staff retention rate reflects our commitment to ensuring our services are readily accessible despite higher risks of exposure to COVID-19 and its variants from the public and/or co-workers. We have had only one staff vacancy due to pandemic-related health concerns; however, we have experienced a significant reduction in volunteer hours, which historically contributed the equivalent of 4 to 6 full-time staff.

Staff duties have expanded to include tasks that were previously done by volunteers, which has increased hours worked and risks of exposure. Our expectation is that providing premium pay will help significantly to sustain or increase our staff retention rate and attract qualified candidates to fill any vacancies.

13. Please explain your proposed project's timeline to completion. All ARPA grants distributed by Richland County must be expended by December 31, 2024.

We will initiate premium pay upon receiving the grant award. Depending upon the award's timing and provisions, we will make the payments retroactive to the start of the grant's performance period. Premium pay will continue to the end of the²²

performance period and will be shown separately on employees' pay slips to distinguish and track the COVID-related compensation.

14. What data do you plan to collect (Demographic data. Number of individuals/households served. Number of activities provided, etc.) Funded applicants will receive additional guidance on specific data to be reported. (Demographic Reporting is a requirement for data reporting for grant compliance. Based upon the response, additional requirements may be necessary for grant compliance.)

Data collection and reporting will concentrate on assessing the impact of premium pay on staff retention, attendance, and morale. For each staff member who receives premium pay, our Finance Department will provide bi-monthly payroll summaries to report hours worked and wages/salaries earned. The summaries will also report paid and unpaid time off by category— i.e., sick, vacation, holiday, personal—for each staff person. Staff morale will be assessed semi-annually using a 10-question survey. The survey is included as an attachment to this grant application.

We will also continue collecting service data to assess staff productivity. Information regarding persons served is entered into our Client Tracking Console (CTC). The system captures services by individual, service category, service date, staff provider, and funding source. Demographic information includes name, address, race, ethnicity, marital status, housing status, date of birth, income from all sources, and family members.

We review data monthly to assess our actual activities against our performance targets. The reviews include verifying that activities are meeting budget requirements and are serving the intended populations.

15. All budget items must be reasonable and critical to your proposed activities. The budget should be consistent with your narrative, making it clear how each of the activities will be funded. The budget may cover up to a 24-month period or not to extend beyond December 31, 2024. All expenses must be listed and directly related to the grant. When estimating costs, please show your calculations by including quantities, unit costs and other details. Only include grant-funded expenses in the budget descriptions. Provide a budget, broken into categories such as personnel, employee benefits/fringe, travel, training, equipment, office expenses, program, etc. and short narrative for each request. A. What is the total budget request amount?

Year 1: January 1 - December 31, 2023

Personnel (15.0 Full-time equivalents)

--Wages & Salaries: 15 FTEs x \$2/hour x 2080 hours = \$62,400.00

--Benefits (FICA, IRA): (\$62,400.00 x .0765) + (\$62,400.00 x .03) = \$6,645.60

Subtotal, Year 1: \$69,045.60

Year 2: January 1 - December 31, 2024

Personnel (15.0 Full-time equivalents)

--Wages & Salaries: 15 FTEs x \$2/hour x 2080 hours = \$62,400.00

--Benefits (FICA, IRA): (\$62,400.00 x .0765) + (\$62,400.00 x .03) = \$6,645.60

Subtotal, Year 2: \$69,045.60

Grand Total: \$138,091.20

16. What is the annual organization budget? A copy of your most recent annual budget should be included.

The Cooperative Ministry's budget for the current fiscal year is \$8,530,539.00.

17. Does your project require initial funding prior to beginning? If yes, please describe what is needed to get started.

No.

18. Please describe how this project will be financially sustained after ARPA funds are expended.

Premium pay is linked to the COVID pandemic's impact on our operations. Premium pay may be sustained from new grants and donations if COVID-related demand for our services persists beyond the ARPA performance period.

Business/Marketing Plan

19. Has this proposed project been submitted through any other City, State, Federal, or private funding process? If yes, please provide the information regarding the funding source, amount, and funding details. Please note this grant prohibits duplication of funds from multiple sources including other federal and state grant allocations.

No, the proposed project has not been submitted through any other city, state, federal, or private funding process.

Performance Measures

20. Will funds supplant or supplement project funding? If so, please explain in detail.

No, the requested funds will not supplant current funding. The requested funds are intended to help sustain the level of operation required to meet our community's needs. The number of households receiving rent/mortgage assistance has increased by 48% since the pandemic was declared in March 2020. Utility assistance has increased by 57% over pre-pandemic levels. The actual services provided do not count the hundreds of applications that were determined ineligible or could not be funded because resources were exhausted.

21. How will the success of this project be measured? Be specific as possible. Please use measurable indicators (i.e., Social Impact, Cost Benefit Analysis, Pre/Post Shifts in Attitudes or Behavior, etc.).

Success will be measured at the administrative and program levels. Administrative measures are focused on staff productivity, and we will collect data on staff attendance, performance, attrition, compensation, and morale.

At the program level, we will continue to collect and analyze service data. Descriptive statistics will be used to report the number and demographics of persons served, counts and categories of services provided, funds expended by service category, and comparisons of pre- and post-pandemic service data.

Sustainability

22. What are the specific outcomes and accomplishments this project will achieve and how will outcomes be measured?

Our overall goal is to sustain our capacity to serve, as measured by staff retention and productivity during the performance period. Our specific objectives are to:

- 1) Prevent any unscheduled closures or other limitations of services due to lack of staff.
- 2) Limit staff attrition due to pandemic-related job stressors to no more than 5 percent annually.
- 3) Sustain or exceed current productivity as measured by total number of persons served and percentage of persons served who meet their participation goals, i.e., stable housing and utility services.

23. Has your organization had an instance of misuse of funds or fraud in the past 36 months? If so, please explain.

No.

24. Does your organization have a current or pending lawsuit against another organization? If so, please explain.

No.

25. Do you have a separate account for different programs/revenue sources to prevent co-mingling of funds?

Yes, funds designated for specific projects are assigned unique account codes for tracking expenditures and substantiating reimbursement requests.

26. Does your organization use a daily time tracking log for each position being paid using multiple sources of funding?

Yes, staff time is allocated and billed by program and fund code according to each position's duties and responsibilities.

Budget [top](#)

Income Section	Amount	Pending	Receiving
Premium Pay-Salaries & Wages	\$ 124,800.00	\$ 0.00	\$ 0.00
Premium Pay- FICA	\$ 9,547.20	\$ 0.00	\$ 0.00
Premium Pay- Retirement IRA	\$ 3,744.00	\$ 0.00	\$ 0.00
Total	\$ 138,091.20	\$ 0.00	\$ 0.00

Expense Category	Grant Amount Requested	Other Sources
Personnel- Direct services to clients	\$ 128,885.12	
Personnel- Management & General Operations	\$ 9,206.08	
Other		
Total	\$ 138,091.20	\$ 0.00

Budget Narrative

Salaries & Wages: 15 Full-time equivalent positions with premium pay @ \$2.00 per hour per FTE; 2080 hours equals 1 FTE.

Fringe Benefits: FICA @ 7.65% of salaries and wages; Retirement IRA @ 3% of salaries and wages

Tables [top](#)

Expenses

Expenses	FY 20	FY21	FY22	Total
Program services	4,890,452	6,172,281	6,427,014	\$ 17,489,747
Fundraising	126,652	134,684	173,984	\$ 435,320
Administration/Management/General	482,415	481,142	484,816	\$ 1,448,373
Total	5,499,519	6,788,107	7,085,814	\$19,373,440

Required Attachments [top](#)

Documents Requested *

Required? Attached Documents *

Statement of Financial Position(Balance Sheet)	<input checked="" type="checkbox"/>	Balance Sheet
Statement of Activity (Income and Expense Statement)		Income Statement
IRS Form 990 (if total annual revenue is \$50,000 or above)		IRS Form 990
Certified Financial Audit (revenue of \$750,000 but federal expenditures less than \$750,000)		
Certified Financial Audit Management Letter		Single Audit- FY2020-2021
Single Audit/Management Letter/ Corrective Plan		
Detailed Project Budget	<input checked="" type="checkbox"/>	Project Budget
Other documents regarding project		2020 Impacts
		2021 Impacts
		Organization Chart
		TCM 2021 Annual Report
		Staff Engagement Survey
		Board of Directors
IRS Determination Letter indicating 501 c3, non profit status		IRS Determination Letter
Proof of current Registration as a charity with the SC Secretary of State		Secretary of State Letter
Organizations W-9		IRS Form W-9

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

Application ID: 417728

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Richland County Government
Administration
American Rescue Plan Grant
Deadline: 10/14/2022

Epworth Children's Home Security System for Epworth Children's Home

Jump to: [Application Questions](#) [Budget Tables](#) [Required Attachments](#)

\$ 131,991.00 Requested

Submitted: 10/14/2022 1:08:30 PM (Pacific)

Project Contact

Sherry Beasley
sherrymbb@outlook.com
Tel: 8034140363

Additional Contacts

none entered

Epworth Children's Home

2900 Millwood Avenue
Columbia, SC 29205

Telephone 8032567394

Fax

Web www.epworthchildrenhome.org

President and CEO

Beth Williams
bwilliams@epworthsc.org

Application Questions [top](#)

1. Organization Tax Filing Status

Non-profit organization 501-C3

2. Organization Service Type

Epworth provides services to children who have been abused and neglected and who are referred by SC Department of Social Services. Epworth also conducts other programs in other areas of child and family wellbeing.

3. Organization Process Owners

Beth Williams, CEO and President Epworth Children's Home

Program/Project Information

4. Has your Organization received prior funding to address community concerns in the past, If yes, by whom?

Epworth Children's Home has received grants to address community concerns from several different funding sources over the years. We have received funding from Richland County for several grants from the CDBG program, as well as from discretionary grants the County provides. We also have received funding from the SC Attorney General's Office in the VOCA program to address needs of Epworth's residents. Epworth has received private funding from The Duke Endowment, Blue Cross Blue Shield of South Carolina, Dominion Energy, Colonial Life Insurance, the Dorothy D. Smith Foundation, the Lipscomb Family Foundation, and several other South Carolina private foundations and businesses.

5. Describe the issue/ need that your project will address (required)?

Epworth Children's Home is a unique institution when it comes to its security needs. Children and older youth live on its two campuses 24 hours a day, 7 days a week, along with staff members who provide care for them. Both Epworth's Millwood Avenue location and its newer Trenholm Road campus are in busy parts of the city of Columbia where there is potential entry onto the campuses from uninvited outsiders. During the Covid pandemic, the security situation at Epworth has necessitated the increase in security equipment and security staff. The reasons for this are myriad. During the first several months of the Covid pandemic, Epworth's residents were on campus 24 hours a day; they did not go to school, as the schools were closed. They received all their instruction via Zoom in their living quarters every day. The need for increased safety measures and security when they did not leave campus at all during the initial months of Covid was something that Epworth addressed as

best it could with the security equipment and staff already in place.

There are several issues concerning the safety of Epworth's residents during the Covid pandemic that still continue today. Many of Epworth's children and older youth come from families in which abuse, neglect, violence, and other forms of family dysfunction have been a constant issue during their young lives. The SC Department of Social Services refers these young people to Epworth to find a stable, loving, nurturing place to live. Often, however, due to the dysfunctional households from which these children have come, there is a problem with parents and other family members who come illegally onto the Epworth campus and try to locate their children. This situation not only provides instability and fear for the children involved, but also for other Epworth residents. The issue with parents trying to come onto the campuses has increased throughout the Covid pandemic and calls for increased security on the Epworth campus.

Another concern during the pandemic has been with Epworth's open campus that allows unauthorized entry onto the campus from individuals in the community.

Because of Epworth's staff's perception of the need for increased security that increased during the initial stages of Covid and continues in the present, Epworth is seeking funding to provide security cameras and accompanying monitoring equipment in its residences where children and older youth live. This equipment would offer a huge layer of surveillance and subsequent protection on the two campuses. Epworth is also seeking funding to provide salaries for two security guards, one for each campus, to monitor activity and provide security for Epworth's children.

These security and protective needs have not been a part of Epworth's annual budget, as there has never been such a heightened need prior to the Covid pandemic. The pandemic changed the security scenario for Epworth and we are seeking funding from Richland County's American Rescue Plan Act grant program to purchase necessary and recommended security equipment, as well as funding to hire two security guards for the campuses.

6. Is the project an expansion of current services your organization offers or a new program or reinstatement of a previously funded program?

This is a new funding program need.

7. Specifically, what will funds be used for? Examples of the eligible projects can be found in the corresponding guidance/federal document link <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>

The funds will be used to hire two security guards, one for the Millwood Avenue campus and one for the Trenholm Road Campus, and to purchase security cameras and accompanying monitoring equipment for seven residential cottages on the Millwood campus.

The security system items included in the grant budget include funding for six security cameras and the accompanying monitoring devices for each of seven residential cottages for children and youth on Epworth's Millwood Avenue campus. These cameras will be located in six different rooms in each of the seven residential cottages. The total cost of the cameras and monitoring equipment is \$24,993. The installation costs for the cameras in the seven residential cottages is \$6,998. The total cost of the security cameras, monitoring equipment, and installation costs is \$31,991.

A second component of the budget for increased security on Epworth's two campuses is the hiring of two security guards, one for each of the two campuses. Having a security guard on each campus for one shift will provide another layer of surveillance and protection for residents and staff members. The salary of each of the two security guards is \$50,000 annually. The guards will be hired from a security agency. The total cost of the two security guards is \$100,000 annually.

8. Please describe, in detail, how your project is related to the prevention of or mitigation of the impact of COVID-19, how funding is essential in addressing the need and communication process

The Covid pandemic increased security concerns and tangible security needs on the Epworth campuses. The children and older youth who live at Epworth were on the campuses 24 hours a day, 7 days a week during the height of the Covid pandemic, living on a closed campus. Because family members were not allowed to visit their children during the pandemic because of Epworth's closed campus protection policy for its residents during Covid, there were security concerns when some family members tried to defy the Covid regulations and enter the campus. Also, because both of Epworth's campuses are located in the heart of the city of Columbia, there is sometimes a problem with uninvited members of the community coming unlawfully onto the campuses. Even as the Covid situation improves, this is still a problem on Epworth's campuses.

The project for which Epworth is seeking funding is to purchase safety surveillance cameras and monitoring equipment for each of the residences on the campus where residents live. In addition, funding is being sought to hire two security guards, one for each of Epworth's campuses.

Project Description and Goals

9. Please describe the target population of your program

The target population is the children who live on both of Epworth's campuses and the staff who serve them 24 hours a day, 7 days a week. They will be the recipients of the safety and security that the new equipment and security staff will provide.

10. What is the location (address and neighborhood) of your proposed project? Be specific as possible.

Epworth Children's Home has two campuses. One is located at 2900 Millwood Avenue in Columbia, SC and the other campus is located on Sunnyside Drive in Columbia, SC, the location of the former Carolina Children's Home.

11. Does your project/program require permits?

No

Administrative Systems

12. How do you intend to recruit participants to your project and/or refer individuals for service, support or resources in the community? Only answer if applicable These funds require the use of evidence-based models or practice-based evidence. Please provide a description of the evidence that links your proposed strategies to interventions of prevention/or high-risk reduction.

Non-applicable

13. Please explain your proposed project's timeline to completion. All ARPA grants distributed by Richland County must be expended by December 31, 2024.

If this proposal is funded, Epworth would begin immediately procuring and installing the security equipment in each of the seven residential cottages. Epworth would also immediately begin the hiring process for the two security guards.

Tentatively, Epworth would begin the process on January 1, 2023.

14. What data do you plan to collect (Demographic data. Number of individuals/households served. Number of activities provided, etc.) Funded applicants will receive additional guidance on specific data to be reported. (Demographic Reporting is a requirement for data reporting for grant compliance. Based upon the response, additional requirements may be necessary for grant compliance.)

Non-applicable

15. All budget items must be reasonable and critical to your proposed activities. The budget should be consistent with your narrative, making it clear how each of the activities will be funded. The budget may cover up to a 24-month period or not to extend beyond December 31, 2024. All expenses must be listed and directly related to the grant. When estimating costs, please show your calculations by including quantities, unit costs and other details. Only include grant-funded expenses in the budget descriptions. Provide a budget, broken into categories such as personnel, employee benefits/fringe, travel, training, equipment, office expenses, program, etc. and short narrative for each request. A. What is the total budget request amount?

The security system items included in the grant budget include funding for six security cameras and the accompanying monitoring devices for each of seven residential cottages for children and youth on Epworth's Millwood Avenue campus. These cameras will be located in six different rooms in each of the seven residential cottages. The total cost of the cameras and monitoring equipment is \$24,993. The installation costs for the cameras in the seven residential cottages is \$6,998. The total cost of the security cameras, monitoring equipment, and installation costs is \$31,991.

A second component of the budget for increased security on Epworth's two campuses is the hiring of two security guards, one for each of the two campuses. Having a security guard on each campus for one shift will provide another layer of surveillance and protection for residents and staff members. The salary of each of the two security guards is \$50,000 annually. The guards will be hired from a security agency. The total cost of the two security guards is \$100,000 annually.

16. What is the annual organization budget? A copy of your most recent annual budget should be included. \$12,126,247.

A copy of the budget is located in the attachments to this proposal.

17. Does your project require initial funding prior to beginning? If yes, please describe what is needed to get started.

No

18. Please describe how this project will be financially sustained after ARPA funds are expended.

28

The purchase of the cameras and monitoring equipment is a one-time expense. Epworth will seek continuing funding from other sources, including private foundations, and will absorb costs in its own annual budget to cover the security guard salaries.

Business/Marketing Plan

19. Has this proposed project been submitted through any other City, State, Federal, or private funding process? If yes, please provide the information regarding the funding source, amount, and funding details. Please note this grant prohibits duplication of funds from multiple sources including other federal and state grant allocations.
No

Performance Measures

20. Will funds supplant or supplement project funding? If so, please explain in detail.

These requested funds fall into the category of new funding. Security equipment and personnel of the magnitude being requested in this proposal have never been necessary before.

The requested amount for this grant will cover the security expenses requested.

21. How will the success of this project be measured? Be specific as possible. Please use measurable indicators (i.e., Social Impact, Cost Benefit Analysis, Pre/Post Shifts in Attitudes or Behavior, etc.).

Non-applicable

Sustainability

22. What are the specific outcomes and accomplishments this project will achieve and how will outcomes be measured?

The expected outcomes and accomplishments of this project will be the provision of security and safety measures for Epworth's residents and their staff members. Epworth will keep careful records of any event(s) that pose a threat to the safety and wellbeing of campus residents and how these threats were circumvented and prevented with the security equipment and personnel funded by this equipment. Epworth works closely with both the Richland County Sheriff's Department and the City of Columbia Police Department and both law enforcement agencies would be a part of, respond to, and record any security threats on Epworth's campuses.

23. Has your organization had an instance of misuse of funds or fraud in the past 36 months? If so, please explain.
No

24. Does your organization have a current or pending lawsuit against another organization? If so, please explain.
No

25. Do you have a separate account for different programs/revenue sources to prevent co-mingling of funds?
Yes

26. Does your organization use a daily time tracking log for each position being paid using multiple sources of funding?
Yes

Budget [top](#)

Income Section	Amount	Pending	Receiving
Grant Amount Requesting	\$ 131,991.00	\$ 131,991.00	
Total	\$ 131,991.00	\$ 131,991.00	\$ 0.00

Expense Category	Grant Amount Requested	Other Sources
Advertising/Marketing/ Promotions/ Billboards		
Advertising/Marketing Related Salary		

Municipal Services/Security	\$ 31,991.00	
Contractors/Outside Services	\$ 100,000.00	
Software/Equipment		
Other		
Total	\$ 131,991.00	\$ 0.00

Budget Narrative

Epworth plans to install six surveillance cameras in each of seven residential cottages on its Millwood Avenue campus. This is a total of 42 cameras at a total cost of \$24,993 for the cameras and monitoring equipment. Installation charges for all of the 42 cameras total \$6,998. The total for this security equipment and its installation is \$31,991.

Epworth also plans to hire two security guards for one shift at each of its two campuses, one on Millwood Avenue and one on Trenholm Road. The salary for the security guards is \$50,000 each, with a total of \$100,000 for both security guards to be hired with grant funding.

The total grant funding amount requested is \$131,991.

Tables [top](#)

Expenses

Expenses	FY 20	FY21	FY22	Total
Program services			131,991	\$ 131,991
Fundraising				\$ 0
Administration/Management/General				\$ 0
Total	0	0	131,991	\$131,991

Required Attachments [top](#)

Documents Requested *	Required? Attached Documents *
Statement of Financial Position(Balance Sheet)	Financial Position
Statement of Activity (Income and Expense Statement)	Financial activity statement
IRS Form 990 (if total annual revenue is \$50,000 or above)	IRS Form 990
Certified Financial Audit (revenue of \$750,000 but federal expenditures less than \$750,000)	
Certified Financial Audit Management Letter	
Single Audit/Management Letter/ Corrective Plan	
Detailed Project Budget	Project budget
Other documents regarding project	Quoted amounts for security equipment and installation
IRS Determination Letter indicating 501 c3, non profit status	IRS letter
Proof of current Registration as a charity with the SC Secretary of State	Secretary of State letter
Organizations W-9	W9 form

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Richland County Government
Administration
American Rescue Plan Grant
Deadline: 10/14/2022

Midlands Mediation Center Small Business: Restoring Community Mediation

Jump to: [Application Questions](#) [Budget Tables](#) [Required Attachments](#)

\$ 130,000.00 Requested

Submitted: 10/7/2022 6:25:39 AM (Pacific)

Project Contact

Kabrina Bass
admin@midlandsmediation.org
Tel: 803-807-3036

Additional Contacts

none entered

Midlands Mediation Center

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United States

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Fax

Web <https://midlandsmediation.org>

Executive Director

Kabrina Bass
exdir@midlandsmediation.org

Application Questions [top](#)

1. Organization Tax Filing Status

Tax Exempt Nonprofit 501c3

2. Organization Service Type

Human Services

3. Organization Process Owners

Kabrina Bass

Program/Project Information

4. Has your Organization received prior funding to address community concerns in the past, If yes, by whom?

Yes, Midlands Mediation Center (MMC) has been active in the community since 1998. We received Richland County funding from 2014 through 2020. MMC initially requested the county support for \$11,000 toward the operational cost to support the mediation training, restore community conciliation, deploy more community mediators, and expand family mediation. In 2015, MMC was awarded operational support of \$20K to support trainers, and part-time staff at the center, expand facility usage and increase community awareness of services. In 2016, Richland County and MMC created a contract with Richland County to support community mediation with the \$20K operating grant. In 2020, MMC was unfunded without cause from Richland County. Grant administration instructed us to move our request from discretionary funding to operations. MMC continued to provide the same level of support and services to county residents.

MMC received the funds through the discretionary grant until 2018 when Grant Administration instructed MMC to move to an Ordinance Grant. The loss of Richland County's funding devastated the organization during the pandemic. We continued supporting low-income participants participating in mediation and the Richland County Magistrate Court services with limited resources.

In 2021, 48% of the complainants and 49% of respondents were Richland County residents, and 69% of cases were from Richland County. We currently support individuals who make less than \$10k, cannot afford mediation and have not been denied mediation because of their inability to pay. Again, MMC saves Richland County's taxpayers over \$500K per³ year in

court costs.

The Richland County grant enabled MMC to provide mediated services on a sliding fee scale.

Services are provided on a sliding scale

Gross Annual Income Fee Per Hour

\$9,999 or less \$20.00

\$10,000 - \$19,999 \$30.00

\$20,000 - \$29,999 \$40.00

\$30,000 - \$39,999 \$60.00

\$40,000 - \$49,999 \$80.00

\$50,000 or more \$100.00+

Private Mediators cost \$250.00 per hour plus a one-hour administrative fee typically equal to the hourly rate; therefore, a family pays \$500.00 the first hour of their mediation and \$250 after that. Midlands Mediation Center provides these services to low-income participants on a sliding scale, beginning at \$20.00 per hour with a \$50 administrative fee. Family mediation with children averages 3-4 hours and 1-2 hours with no children.

The economic impact of services to the community reduces financial hardship for low-income families by 92%, decreases court time per case, and saves tax-payer dollars in support of the court. MMC services increase access to the court by reducing the family case from 1-3 days to 15 minutes or 1/2 day; a significant reduction.

The courts mandate mediated services before proceeding to some trials and jury cases. Sixty percent of MMC's mandated family cases are through Richland County, and 80% of the clients using MMC live in Richland County.

In addition to the court-annexed services, MMC supports neighborhood, business and organizational disputes. A \$35K Richland County grant allowed MMC to offer the community/neighborhood mediation at minimum cost to neighbors, with a waivable \$20 administrative fee and free mediation. In 2021, MMC was no longer funded by Richland County after seven years of support to the community.

5. Describe the issue/ need that your project will address (required)?

The project addresses sustaining community mediation in Richland County, which provides access to mediation by supporting volunteer community mediators through training and advertising the services to the community, reducing court costs and community violence, and increasing individual conflict skills and marketability. Midlands Mediation Center (MMC) is a Community Mediation Center (CMC). MMC is one of two centers in the STATE of South Carolina. Volunteers are the core of community mediation and can improve the quality of justice in the community, an improvement that represents a community investment in the concept of "justice."

Midlands Mediation Center saves Richland County taxpayers over \$500K per year in court-related costs. Approximately \$300K is with the magistrate courts' jurors by resolving cases before they become jury trials and well over \$200K per year with the family courts by reducing the final hearing trial times from 2-3 days to 30min and a maximum of 4 hours. Midlands Mediation Center saves businesses as studies show U.S. employees spend 2.8 hours each week dealing with conflict, which comes to \$359 billion in paid hours (based on an average hourly wage of \$17.95) in companies across the country. MMC provides training to local small businesses on a sliding scale.

The cost of conflict in local communities is also high. Some estimate the community cost of conflict in the millions. The cost of conflict addresses the question like; How much suffering? (e.g., stress, anger, sadness, injuries, or deaths); How much money? (e.g., legal expenses, productivity cost, police calls, property management engagement); How much time does it take?; How much damage to relationships? (personal, work, community); How much-lost potential? (productivity, morale, opportunities)

The power of volunteers is critical to the successful model of the Midlands Mediation Center (MMC). In her article, "Volunteers: The Power of Community Mediation," Becky Jacob shared a few calculations of the impacts of Community Mediation Centers (CMC).

(1) there are more than 45,500 disputes mediated by community mediators annually,

(2) the average length of a CMC mediation is 2 hours, and

(3) the average hourly rate of a private mediator is \$150.00. This data yielded a total cost savings of \$300 (solo mediator)–\$600 (co-mediation model) per mediation, with a total savings of \$13,650,000–\$27,300,000 annually.

The above data reflects the saving of the actual mediation to individuals and consumer dollars. In her article, she also shared the impacts of CMCs on mediator training. "So, if an average 40-hour general civil mediation training course is roughly \$1100 for non-CMC volunteers and the average cost to CMC volunteers for their training is \$400, then training cost savings to volunteer mediators would be \$700 per volunteer. The total savings to all CMC-trained mediators thus would be \$53,200,000." Finally, she emphasizes the value of CMC's volunteers in the community. She discusses the impacts on the qualitative and quantitative values to the local courts, which we've addressed in this need statement.

What has the Coronavirus Pandemic conflict cost?

COVID19 placed everyone in isolation. The CDC guidelines, society reduced face-to-face interaction with family and, if essential, workers, family and the public. Imagine the increased cost of conflict due to isolation. Richland County Courts suspended all but emergency hearings during the Coronavirus Pandemic from March 16, 2020, to February 2021. After February 2021, new guidelines reduced proceedings to fewer persons and hearings physically in the courts, thereby reducing the number of cases per day to process.

In March 2020, the Supreme Court of South Carolina entered an order to allow virtual mediation and digital signing. The order enabled individuals to secure mediated agreements; however, final hearings were still on hold. MMC handled 254 cases from April 2020 to June 2021; that's 254 families who had access to justice during the pandemic because of the court's adjustment to the rule to allow virtual mediation and MMC's ability to convert its business model to a virtual format.

The impact of the Coronavirus Pandemic increased aggression among people; the courts are backlogged due to the suspension of hearings, and communities have experienced increased community violence.

The pandemic impacted Midlands Mediation Center as most MMC work involved in-person mediation, training, and community engagement. The impacts included a reduction in mediated cases from our average of 220 cases per year to 194 down to 174; a reduction in mediation training from 4 per year to 2 per year; and a significant reduction in community participation in proactive conflict skill building from 90-100 persons per year to 30—all of the above created a significant hardship to MMC. The above are the impacts of the Coronavirus pandemic on communities, the courts and employers.

The project proposal will address the need for restoring community mediation due to the Coronavirus pandemic. The funds are requested to restore volunteers impacted by the virtual requirement of mediation during the pandemic and to recruit more volunteers to support the community's need for mediation and promote mediation as a first response to low-violent conflict and proactive skill building.

6. Is the project an expansion of current services your organization offers or a new program or reinstatement of a previously funded program?

Richland County, since 2015, has funded the general operations of Midlands Mediation Center to provide services to Richland County's residents. The project is a reinstatement of a previously funded program.

7. Specifically, what will funds be used for? Examples of the eligible projects can be found in the corresponding guidance/federal document link <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>

The funds will be used to address a negative economic impact experienced by Midlands Mediation Center. MMC was negatively impacted by the coronavirus pandemic (March 2020-September 2021), specifically with the availability of volunteers and the inability to provide in-person services for 18 months. The Federal Document stated, "...include businesses facing financial insecurity, substantial declines in gross receipts (e.g., comparable to measures used to assess eligibility for the Paycheck Protection Program), or other economic harm due to the pandemic, as well as businesses with less capacity to weather financial hardship, such as the smallest businesses, those with less access to credit, or those serving underserved communities." (pg.145) MMC meets the above criteria of financial insecurity, a small business unable to weather financial hardship, substantial declines in gross receipts, and business serving underserved communities. MMC's business model is based on volunteer support; the project supports retaining volunteers for a volunteer-based organization and acknowledging volunteers are not paid for their services. The pandemic moved mediated services online, and many MMC volunteers were not comfortable providing online-mediated support. We recognize the skill set for mediation increases the marketability of individuals in the community. The project is the cost of retaining mediation services in Richland County, recruiting new volunteers, and increasing current volunteers' capacity, which supports the MMC business model. Based on the Federal Treasury's final rule, the request is based on assisting small businesses. The rule states small businesses are supported by; "Loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs." (pg.150)

8. Please describe, in detail, how your project is related to the prevention of or mitigation of the impact of COVID-19, how funding is essential in addressing the need and communication process

The project is related to mitigating the impact of COVID19 as mediation was continuously used as an alternative to dispute resolution. MMC handled 250 family cases and 255 magistrate cases and facilitated conflict in 5 organizations. Although the courts were closed and individuals were isolated, MMC continued to support the need of the community and those in conflict. MMC immediately, in April 2020, moved all mediated services to the online platform Zoom. We trained 60 mediation volunteers from across the state of South Carolina in online mediation, supporting Greenville and the South Carolina Realtor's mediators. We also provided Zoom training to community leaders and local attorneys. The South Carolina realtors were assisting individuals with the impact of COVID in real estate transactions. We made it possible for their representatives to provide the services virtually. Nationally, the impact of COVID-19 is experienced in the judicial and access to justice specifically. Mr. Colin Rule, the developer of Online Dispute Resolution (ODR), wrote, "The courts were already struggling with existing caseloads before the crisis, and now they will be burdened with this additional backlog once processes resume. Combined with the huge number of newly laid-off citizens, the caseload in the courts may swell to unprecedented levels, and

citizens will not be able to wait years for issues to be resolved." MMC's contribution to the mitigation of COVID-19 impact was the movement of all of the above cases during the pandemic; those individuals were able to move forward with signed agreements. Those agreements may not enter court records 6-12 months from the date of signature; however, they are in effect when they leave mediation.

Project Description and Goals

9. Please describe the target population of your program

Richland County residents in conflict with low-medium income; training on non-attorney, social workers; educators; counselors, child specialists, senior adults (65+); also BIPOC; LGBTQIA and able challenged (disabilities)

10. What is the location (address and neighborhood) of your proposed project? Be specific as possible.

1607 Harden Street, Columbia SC 29203

11. Does your project/program require permits?

No

Administrative Systems

12. How do you intend to recruit participants to your project and/or refer individuals for service, support or resources in the community? Only answer if applicable These funds require the use of evidence-based models or practice-based evidence. Please provide a description of the evidence that links your proposed strategies to interventions of prevention/or high-risk reduction.

We intend to recruit participants for the project through our extensive network of community partners, volunteers and clients. Recruitment is through advertisement and promotion of services in local news outlets, social media and targeted marketing. MMC receives referrals from community partners.

We also plan to engage the Richland County Government and Community Services' RCNC organization which connects the 468 communities in Richland County. We are using promotions and advertising to attract the community beauticians, barbers, clergy, iman, rabbis, church and other religious leaders (deacons, stewards, deaconess, stewardesses, elders, and trustees), grocery clerks, bartenders, etc. Part of recruitment will have individuals in the community to share the project at their businesses and invite individuals. We also plan to use social and print media to invite participation. We will utilize our 2,400+ newsletter distribution list also.

13. Please explain your proposed project's timeline to completion. All ARPA grants distributed by Richland County must be expended by December 31, 2024.

Summary Timeline

Project Definition and Planning - 12/1/2022 - 01/30/2023

- - Project team developed
- - Project plan, schedule, actions and scope shared
- - Communication plan implemented
- - Solicit quotes from 3 Advertising / Marketing agencies and Web Developers
- - Check Richland County Calendar for community events to ensure non-conflict in the training schedule
- - Post Volunteer Coordinator Job

Project Launch & Execution - 01/15/2023 - 12/30/2024

- Interview & Hire Volunteer Coordinator
 - Hire and schedule a consultation with an Advertising and Marketing agency.
 - Hire and schedule meeting with a Web Designer
 - Release Grant Announcement to media
 - Survey mediators, community, staff and clients – create project baseline.
 - Update the website volunteer page and create a mediator page (including forms, calendars and contact information)
 - Update orientation/onboarding process for new mediators and create action plans for re-integrating in-active mediators.
 - Review the current binder of volunteer mediators and determine Richland County residents
 - Connect with current volunteers who have been inactive
 - Launch mediation training series (April / September / November 2023; January / April / June September / November 2024)
 - Identify a process for continuing education with agencies (Human Resources, Educators, Social Workers, Colleges, SC Bar, etc.)
 - Launch mediation refresher courses based on mediators' responses to a survey
 - - Monthly project team meetings.
 - 1st Quarter review and assessment (03/30/2023)
- Project Performance & Monitoring - 06/02/2023 - 12/30/2024
- Quarterly review and assessments (06/30/2023; 09/30/2023; 12/30/2023; 03/30/2024; 06/30/2024; 09/30/2024; Final report and assessment 12/30/2024;
 - 1st-year performance compared to deliverables, project adjustments if necessary (02/15/2024)

- Analysis of data; Effort and Cost
- Updates of project in the monthly newsletter

Detailed Narrative Timeline

The project is for two years, with monthly status reports and quarterly evaluations. The first two months will be project definition and planning states, identifying volunteers, community events and other community partners for the project and in February 2023, interviewing and hiring contracts to support the project as well as redefining the project plan, schedule and actions for KPI.

First Quarter Project Plan – 01/15/2023- 03/30/2023

Release grant announcement to the community of MMC award and Richland County commitment to community mediation. Define community mediation and the importance of community volunteers.

Schedule television interviews and create several Op-eds about Community Mediation, the Midlands Mediation Center and the value of community mediation.

Hire a Marketing and Advertising agency to create strategies to increase the center's visibility. Utilize tool kits to inform elected officials, community partners and local businesses of MMC's services.

Hire a Volunteer Coordinator and conduct onboarding for Community mediation and volunteer engagement.

Identify co-trainers for mediation training

Create training manuals and kits

Complete applications for continuing education credits for professional development

Create a calendar of activities and update MMC marketing materials.

Create a volunteer recruitment plan with the new Volunteer Coordinator.

Survey current mediators

Launch "save the dates" for Mediation Training

Second Quarter Project Plan – 04/01/2023 – 06/30/2023

Mediation Training Session (04/2023)

Refresher Courses scheduled

Monthly update to the newsletter and invitation to become a community mediator

Develop a podcast on community mediation and the values

Continue course, mediation, and clients evaluations

Track data of KPIs (see outputs)

Review events for 2023 and identify potential outcome expectations

Third Quarter Project Plan – 07/01/2023 – 09/30/2023

Mediation Training Session (09/2023)

Refresher Courses scheduled

Monthly update to the newsletter and invitation to become a community mediator

Evaluate podcast input – identify podcast guests to include mediators, clients (if available), and trainees

Continue course, mediation, and clients evaluations

Track data of KPIs (see outputs)

Review community events for 2023 and identify potential outcome expectations

Fourth Quarter Project Plan – 10/01/2023 – 12/30/2023

Mediation Training Session (11/2023)

Refresher Courses scheduled

Monthly update to the newsletter and invitation to become a community mediator

Develop podcast types and styles of mediation; discuss ADR in South Carolina.

Continue course, mediation, and clients evaluations

Track data of KPIs (see outputs)

Review and update plans for 2024 based on 2023 indicators and successes – identify lessons learned from 2023.

2024

Monthly project status update with the project team—quarterly evaluation of projects and adjustments; Monthly project meetings, council meetings and school boards.

Launch new monthly debriefing session with new mediators; activate Lunch and Learn for mediators.

Final evaluation of data secured through surveys, attendance, community participation, perceptions, observations and debriefing sessions reviewed.

(see the quarterly model in the additional paperwork)

14. What data do you plan to collect (Demographic data. Number of individuals/households served. Number of activities provided, etc.) Funded applicants will receive additional guidance on specific data to be reported. (Demographic Reporting is a requirement for data reporting for grant compliance. Based upon the response, additional requirements may be necessary for grant compliance.)

MMC will be in full compliance with the grant. MMC will collect personal data (name, address, email, mobile phone, and social media tags), community-related data, and zip codes.

For the project, MMC will collect the following:

#volunteers

#days volunteered per month

#hours volunteered
%satisfaction with the mediator

#attorney mediators
#non-attorney mediators
#social worker mediators
#educator mediators
#clinical counselors mediators
#child specialist mediators
#senior adult mediators
#community mediators

#events attended
#contacts made at events
#appointments scheduled with outside entities

#website clicks
#application received

#training sessions
#trained mediators
#refreshed mediators
%satisfaction training

#debriefing sessions

#surveyed
#services used
#mediations
#mediation types
%mediation awareness
%mediation satisfaction

15. All budget items must be reasonable and critical to your proposed activities. The budget should be consistent with your narrative, making it clear how each of the activities will be funded. The budget may cover up to a 24-month period or not to extend beyond December 31, 2024. All expenses must be listed and directly related to the grant. When estimating costs, please show your calculations by including quantities, unit costs and other details. Only include grant-funded expenses in the budget descriptions. Provide a budget, broken into categories such as personnel, employee benefits/fringe, travel, training, equipment, office expenses, program, etc. and short narrative for each request. A. What is the total budget request amount?

\$130,000 for two-years

Budgeted items - for Community Survey and Certifications are not included in the grant cost - See Budget sheet for detailed use of grant funds.

Personnel & Contract Support - \$66,000

Administration includes the hiring of a contracted Volunteer Coordinator, a web-designer, and an advertising agency or contractor for marketing and advertising plan.

Volunteer Coordinator: Contracted to support \$25.00 per hour 20 hours per week - \$26,000 per year; Coordinates the project's activity. Responsible for monthly project updates, maintaining all files for the project, follow-up project actions, and communicating with the Executive Director. Responsible for creating, updating and cleaning up all forms, processes and policies as needed for a volunteer; coordinating criminal background checks on all volunteers; responsible for the day-to-day aspects of the volunteers, including retention, recruitment and removal. Receive mediator's feedback, surveys and assessments. Budget 52,000 | Grant \$52,000"

Outreach: \$1000 (\$50 per event for travel and materials*20). Attend community events to inform and recruit; Diverse recruitment to target Hispanic, retirees, young adults, LGBTQAI, and professionals; Contact local colleges, trade schools and high schools to promote mediation Budget \$1,000 | Grant \$1,000"

Advertise / Promotion: \$13,000 (12 ads in local newspaper / 12 boost through social media); \$10,000 toward marketing and advertising support to create a marketing and advertising strategy plan. Advertise in local media opportunities to volunteer and train; Create a podcast to promote mediation and volunteering with MMC campaign; create and monitor Indeed and Volunteer Match campaign. Budget \$13,000 | Grant \$10,000"

Website Updates: \$3,000 \$75.00 per hour * 40 hours/contract web designer to develop mediator page on the website and add the direct contact form to the website; update current volunteer page on the website; photo and bio of each volunteer with an area of specialty for mediation. Budget \$3000 | Grant \$3000

Training \$53,800;

Support staff \$1000 per session * 8= \$8,000 * 2 years = \$16,000 Mediation Training; Supplies \$35.00 per book *96 participants = \$3,360.00 + refreshment \$15.00 *96 = \$1440 for Mediation; Facilities include rental space MMC's office percentage of space (21%) will be an office at MMC, which is prorated by grant usage of approximately \$8,000 for training facilities; \$25,000 Scholarship for Richland County Residents to attend mediation training - scholarship will be distributed based on a sliding scale anticipate 50 recipients.

Refresher \$6,750

Refresher 10 hour training support staff \$250*4= \$1000; Mediation Training has a lead instructor and two additional trainers. \$15.00 per book *50 participants = \$750.00; \$5000 scholarship for Richland County mediators who desire to attend the refresher course. Scholarships will be awarded based on income as a sliding scale offer; anticipate 30 scholarships.

Net Cost of Mediation Training - \$67,960 (Mediation Training net cost is \$44,000 for trainers (Lead trainer \$75 per hour *40 = \$3000.00 per session; Support trainers are \$25.00 per hour *40 hours = \$1,000.00 per mediation - two support trainers per session = \$2,000 per training session - total staff cost per 40-hour mediation session \$5,000; therefore the minimum registration of 6 persons for mediation training to move forward. Sessions are 30-hours of contact; registration includes lunch \$15.00 per person = \$3.75 per person per day for refreshments / lunch; Each trainee receives a training manual 140 page guide - cost to print \$16.80 + indexing & binding = \$18.00 per book = net book cost ~ \$35.00; 96 mediators trained in two years). The grant covers 2 years of training support.

Mediation Support:\$3,450

(Software \$35 per month*24 months \$840; Quarterly Network Event \$250 per quarter *8 quarters = \$2000; and \$610 toward volunteer recognition @\$15 per person recognized. ADR Notable is the software used to manage case files, it is a cloud-based system which tracks case types, hours, and outcomes. The quarterly network session is an opportunity for mediators to network and shares best practices; Annual volunteer recognition is designed to celebrate the sacrifices volunteers made to the organization and community. Grant \$3,450"

Midlands Mediation Center provided a full report to Richland County Grant Administration each year, reporting revenue and all expenditures separately by programs. MMC had an annual financial review of all accounts and continues using an outside accountant to reconcile monthly receipts. MMC retains records of all receipts and disbursements. Bank statements are reconciled monthly by an independent accountant, and the MMC Board reviews financial reports at Bi-monthly Board meetings; one member of the Board serves as the organization's treasurer. The office manager maintains disbursement/procurement records. MMC's policies indicate expenditures over \$10K require three independent quotes. The organization has two signature requirements for all expenditures over \$1,000. All contractors provide a written project proposal, including project scope; MMC notifies their community partners of potential contracts and solicits proposals for contracts over \$5,000. All contracted work is researched for an estimated cost of services to maintain reasonability. All potential contractors provide at least three independent references to vouch for services and performance outcomes. Each month MMC treasurer provides an expenditure analysis; quarterly Board and Executive director discuss any significant variance between actual and budgeted expenditures. Policies and procedures maintain accurate tracking of credit card use, timekeeping, travel and property control. MMC Board and staff sign an annual conflict of interest to prevent employees and consultants from using their position to solicit or promote projects or programs for financial gain for themselves or others. All grant funding as a separate class within the Quickbook accounting system. All expenditures are matched to the program/project.

16. What is the annual organization budget? A copy of your most recent annual budget should be included.

\$207,000

17. Does your project require initial funding prior to beginning? If yes, please describe what is needed to get started.

No

18. Please describe how this project will be financially sustained after ARPA funds are expended.

The program is sustainable with the increased visibility of the organization with the financial support provided. Participants fees, event registration, increased contracts for training and other grant support

Business/Marketing Plan

19. Has this proposed project been submitted through any other City, State, Federal, or private funding process? If yes, please provide the information regarding the funding source, amount, and funding details. Please note this grant prohibits duplication of funds from multiple sources including other federal and state grant allocations.

No

Performance Measures

20. Will funds supplant or supplement project funding? If so, please explain in detail.

No

21. How will the success of this project be measured? Be specific as possible. Please use measurable indicators (i.e., Social Impact, Cost Benefit Analysis, Pre/Post Shifts in Attitudes or Behavior, etc.).

Restoring Community Mediation program is successful when

MMC maintains 100 active volunteers who are effective, skilled, enthusiastic and satisfied;

Richland County residents use mediation as the first response to the low-impact crisis (neighborhood disputes, dog barks, fences, loud noise, etc..) and,

Volunteer mediators support their families and friends with skills developed through mediation to increase community harmony.

Midlands Mediation Center will draft the evaluation plan and provide a complete evaluation worksheet.

The evaluation aims to determine if there is increased awareness of mediation as a career, increased volunteer opportunities; an interest in mediation; and the number of active mediators.

Outcome-Focused Evaluation: Community will participate in a pre-mid, and post-survey for mediators, mediation services and community awareness. The surveys are designed to evaluate mediation awareness in the community as a career and a service opportunity.

MMC will provide reports on the number of mediation and the outcomes; the number of volunteers and hours mediated; the number of Richland County residents who mediated or received mediated services; the number of training and the persons receiving the training; the satisfaction of mediation, training and volunteering.

At the end of the project, participants will receive a survey and reflection to share the project's impact to determine if there is increased awareness of mediation as a service.

Instrument Type and Method of Evaluation Pre- Post survey questionnaire; Training session google form; End of session Post-only retrospective survey via Menti "Takeaway per participant"; Pre session observation of the previous session – oral interview. Participant attendance sheet for training; (track hours, participation level and attendance); Evaluation forms (mediation outcomes, types, and hours)

Evaluation Question – To what extent does an increased number of volunteer mediators have on the sustainability of community mediation in Richland County? To what extent did community mediation help Richland County residents, courts and businesses?

Sustainability

22. What are the specific outcomes and accomplishments this project will achieve and how will outcomes be measured?

Midlands Mediation Center maintains a 100 active volunteers who are effective, skilled, enthusiastic and satisfied—measured by the number of hours individuals provided during the grant period.

Richland County residents use mediation as the first response to the low-impact crisis (neighborhood disputes, dog barks, fences, loud noise, etc..) - measured by the number of mediation and the communities in which mediation occurred.

Volunteer mediators support their families and friends with skills developed through mediation to increase community harmony - measured by a volunteer survey on the impacts of mediation training.

MMC will continuously evaluate the project by the number of returning and new mediators, attendance at training sessions and satisfaction of training sessions, mediator's and participant's surveys, and mediator's debriefing sessions. Final evaluation of data secured through surveys, attendance, community participation, perceptions, observations and mediator's observations, debriefs, and survey responses.

23. Has your organization had an instance of misuse of funds or fraud in the past 36 months? If so, please explain.

No

24. Does your organization have a current or pending lawsuit against another organization? If so, please explain.

No

25. Do you have a separate account for different programs/revenue sources to prevent co-mingling of funds?

We use Quickbooks and create classes within the system to separate funds to prevent co-mingling. Grant funds are placed in a class, and all expenditures associated with that fund are disbursed through that class.

26. Does your organization use a daily time tracking log for each position being paid using multiple sources of funding?

Yes, we use the Microsoft team to track hours allocated to projects.

Budget [top](#)

Income Section	Amount	Pending	Receiving
Grant Amount Requesting	\$ 130,000.00		
Fee for Service	\$ 28,550.00		
Contributions	\$ 7,223.00		
Board Contribution	\$ 2,000.00		
Total	\$ 167,773.00	\$ 0.00	\$ 0.00

Expense Category	Grant Amount Requested	Other Sources
Personnel: Volunteer Coordinator / Trainer	\$ 52,000.00	\$ 27,000.00
Contractors/Service Providers	\$ 30,000.00	\$ 4,165.00
Space	\$ 10,000.00	
Supplies	\$ 7,160.00	\$ 6,608.00
Scholarship (Community Grants)	\$ 30,000.00	
Equipment / Software	\$ 840.00	\$ 0.00
	\$ 0.00	
Total	\$ 130,000.00	\$ 37,773.00

Budget Narrative

Personnel Cost: \$79,000 | Grant \$52,000

Volunteer Coordinator \$52,000 Contracted to support \$25.00 per hour 20 hours per week - \$26,000 per year*2 = \$52,000; Coordinates the project's activity. Responsible for monthly project updates, maintaining all files for the project, follow-up project actions, and communicating with the Executive Director. Responsible for creating, updating and cleaning up all forms, processes and policies as needed for a volunteer; coordinating criminal background checks on all volunteers; responsible for the day-to-day aspects of the volunteers, including retention, recruitment and removal. Lead Trainer: \$27,000 Facilitate 40-hour mediation course @\$3,000 per session*8 +\$24,000; Coordinate Refresher Mediator courses \$750 per session*4 = \$3,000; Responsible for updates to curricula, presentation and session engagement; coordinate support trainers and facilitate live simulations. "

Contractors / Services and Community: \$35,165/ Grant \$30,000

Research Assistant: \$45 per hour for approximately 52 hours (\$2,000). Support research on mediation community impacts, history of mediation, and benchmark trends in mediation.

Mediation Trainers: Support staff \$1000 per session * 8= \$8,000 * 2 years = (\$16,000) Mediation Training; Refresher 10 hour training support staff \$250*4= \$1000 - Refresher (\$1,000); (\$10,000) contract toward marketing and advertising support to create a marketing and advertising strategy plan. Website Updates: (\$3,000) \$75.00 per hour * 40 hours/contract web designer to develop mediator page on the website and add the direct contact form to the website; update current volunteer page on the website; photo and bio of each volunteer with an area of specialty for mediation "

Space (Rental / Community Centers) \$10,000 / Grant \$10,000

Facilities include rental space MMC's office percentage of space (21%) will be an office at MMC, which is prorated by grant usage of approximately \$8,000 for Volunteer Coordinator's office; Quarterly network for volunteers \$250*8= \$2,000; "

Supplies (Training materials, meeting supplies and outreach) \$12,768 / Grant \$7,160

include Meeting supplies - Post Notes Easels, markers, writing pads, promotional pens, and folders promotional materials, training manual. 40-hour Mediation Training manuals (96 @\$35.00 = \$3360) / Training refreshment / meal (96*15.00 = \$1440); Mediation Refresher Training manuals (50*\$15.00 = \$750.00); Survey Monkey subscription \$768; Community Outreach \$1000 (\$50 per event with materials*20). Attend community events to inform and recruit; Diverse recruitment to target Hispanic, retirees, young adults, LGBTQAI, and professionals;

Scholarship (Community Grants) \$30,000 | Grant \$30,000

Grants for sixty individuals to complete the introduction to Mediation 40-hours course @\$500 per person*50 = \$25,000; grant can be allocated in multiple ways to include portions toward Richland County current mediators requesting refresher course \$150.00 per person *33 ~ \$5,000 with additional funding toward the mediation program. Mediation 40

training cost is \$1000 per session; Richland County residents will receive 50% discount during the grant period and individuals unable to pay \$500 fee will be offered the grant based on their financial need. MMC is willing to create a sliding scale fee based on income similar to the MMC's service fee model. "

Equipment: \$840 | Grant \$840

ADR Notable allows mediators to maintain security of participants files and the mediator coordinator to organize and distribute cases to volunteers; it is a cloud-based software and MMC receives a discount as a member of NAFCM (National Association for Community Mediation) "

Midlands Mediation Center provided a full report to Richland County Grant Administration each year, reporting revenue and all expenditures separately by programs. MMC had an annual financial review of all accounts and continues using an outside accountant to reconcile monthly receipts. MMC retains records of all receipts and disbursements. Bank statements are reconciled monthly by an independent accountant, and the MMC Board reviews financial reports at Bi-monthly Board meetings; one member of the Board serves as the organization's treasurer. The office manager maintains disbursement/procurement records. MMC's policies indicate expenditures over \$10K require three independent quotes. The organization has two signature requirements for all expenditures over \$1,000. All contractors provide a written project proposal, including project scope; MMC notifies their community partners of potential contracts and solicits proposals for contracts over \$5,000. All contracted work is researched for an estimated cost of services to maintain reasonability. All potential contractors provide at least three independent references to vouch for services and performance outcomes. Each month MMC treasurer provides an expenditure analysis; quarterly Board and Executive director discuss any significant variance between actual and budgeted expenditures. Policies and procedures maintain accurate tracking of credit card use, timekeeping, travel and property control. MMC Board and staff sign an annual conflict of interest to prevent employees and consultants from using their position to solicit or promote projects or programs for financial gain for themselves or others. All grant funding as a separate class within the Quickbook accounting system. All expenditures are matched to the program/project.

Tables [top](#)

Expenses

Expenses	FY 20	FY21	FY22	Total
Program services	214,714	141,847	154,633	\$ 511,194
Fundraising	32,926	30,309	30,926	\$ 94,161
Administration/Management/General	32,080	31,966	33,135	\$ 97,181
Total	279,720	204,122	218,694	\$702,536

Required Attachments [top](#)

Documents Requested *	Required?	Attached Documents *
Statement of Financial Position(Balance Sheet)	<input checked="" type="checkbox"/>	FY2022 Balance Sheet
Statement of Activity (Income and Expense Statement)	<input checked="" type="checkbox"/>	FY2022 PL Statement
IRS Form 990 (if total annual revenue is \$50,000 or above)		FY2021 MMC 990
Certified Financial Audit (revenue of \$750,000 but federal expenditures less than \$750,000)		
Certified Financial Audit Management Letter		
Single Audit/Management Letter/ Corrective Plan		
Detailed Project Budget	<input checked="" type="checkbox"/>	RCM Project Budget
Other documents regarding project	<input checked="" type="checkbox"/>	RCM Logic History Timeline References
IRS Determination Letter indicating 501 c3, non profit status	<input checked="" type="checkbox"/>	501c3 Determination Letter MMC
Proof of current Registration as a charity with the SC Secretary of State	<input checked="" type="checkbox"/>	2021 Charity Registration Letter
Organizations W-9	<input checked="" type="checkbox"/>	2022 W9 MMC

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

Application ID: 419823

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REQUEST OF ACTION

Subject: FY23 - District 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$20,000** for District 7.

B. Background / Discussion

For the 2022 - 2023 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

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

Motion List (3rd reading) for FY23, Regular Council Meeting – June 7, 2022: Establish Hospitality Tax discretionary accounts for each district in FY23 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY21-22 be carried over and added to any additional funding for FY22-23.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY23 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2022 Remaining	\$ 60,900
Black Pages International	\$ 5,000
Historic Columbia	\$ 10,000
Columbia International University	\$ 5,000
Total Allocation	\$ 20,000
Remaining FY2023 Balance	\$ 71,825

C. Legislative / Chronological History

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

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY23 - District 2 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** for District 2.

B. Background / Discussion

For the 2022 - 2023 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

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

Motion List (3rd reading) for FY23, Regular Council Meeting – June 7, 2022: Establish Hospitality Tax discretionary accounts for each district in FY23 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY21-22 be carried over and added to any additional funding for FY22-23.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY23 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 2 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2022 Remaining	\$ 5,925
Black Pages International	\$ 5,000
Total Allocation	\$ 5,000
Remaining FY2023 Balance	\$ 43,350

C. Legislative / Chronological History

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

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY23 - District 10 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$26,500** for District 10.

B. Background / Discussion

For the 2022 - 2023 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

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

Motion List (3rd reading) for FY23, Regular Council Meeting – June 7, 2022: Establish Hospitality Tax discretionary accounts for each district in FY23 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY21-22 be carried over and added to any additional funding for FY22-23.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY23 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 10 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2022 Remaining	\$ 1,700
Lower Richland Sweet Potato Festival	\$ 1,500
Kingville Historical Foundation	\$ 20,000
EdVenture	\$ 5,000
Total Allocation	\$ 26,500
Remaining FY2023 Balance	\$ 52,625

C. Legislative / Chronological History

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

D. Alternatives

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

E. Final Recommendation

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