

RICHLAND COUNTY
SPECIAL CALLED MEETING
AGENDA



TUESDAY DECEMBER 12, 2023

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2023



Deirek Pugh
District 2



Jason Branham
District 1



Gretchen Barron
District 7



Yvonne McBride
District 3



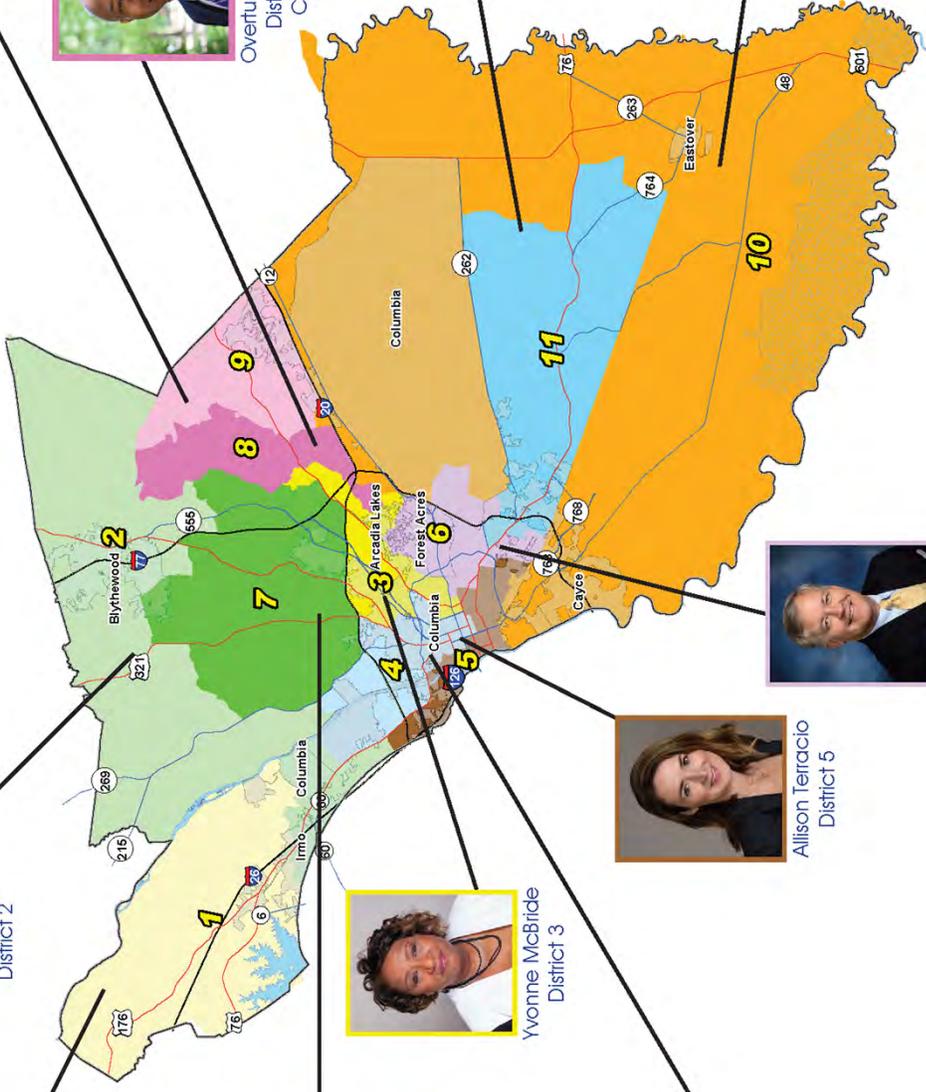
Paul Livingston
District 4



Allison Terracio
District 5



Don Weaver
District 6



Overture Walker
District 8
Chair



Chakisse Newton
District 11



Cheryl English
District 10



**Richland County
Special Called Meeting**

AGENDA

December 12, 2023 - 6:00 PM
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER** The Honorable Overture Walker
 - a. ROLL CALL
2. **INVOCATION** The Honorable Don Weaver
3. **PLEDGE OF ALLEGIANCE** The Honorable Don Weaver
4. **APPROVAL OF MINUTES** The Honorable Overture Walker
 - a. Regular Session: December 5, 2023 [\[Pages 9-15\]](#)
5. **PRESENTATION OF PROCLAMATIONS** The Honorable Overture Walker
 - a. A Proclamation Recognizing Rachel Fobare as the 2023 Health Education Professional of the Year The Honorable Chakisse Newton
6. **ADOPTION OF AGENDA** The Honorable Overture Walker
7. **REPORT OF ATTORNEY FOR EXECUTIVE SESSION ITEMS** Patrick Wright,
County Attorney

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

 - a. 2023-2024 County Administrator and Clerk to Council Performance Evaluation
 - b. Personnel Matter - Compensation Plan
8. **CITIZEN'S INPUT** The Honorable Overture Walker
 - a. For Items on the Agenda Not Requiring a Public Hearing
9. **CITIZEN'S INPUT** The Honorable Overture Walker
 - a. Must Pertain to Richland County Matters Not on the Agenda. (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this item.)

10. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

- a. Updates

11. REPORT OF THE CLERK OF COUNCIL

Anette Kirylo,
Clerk to Council

12. REPORT OF THE CHAIR

Overture Walker,
Council Chair

13. APPROVAL OF CONSENT ITEMS

The Honorable Overture Walker

- a. Case # 23-042MA
Michaela Gonzales
NC to OI (1.98 Acres)
14, 18 & 19 Blythe View Ct.
TMS # R15200-01-61, R15200-01-62 & R15200-01-63
[THIRD READING] [Pages 16-17]
- b. Case # 23-044MA
Garrett McNeill
PDD to OI (5.27 Acres)
151 Westpark Blvd.
TMS # R06103-01-42 [THIRD READING] [Pages 18-19]
- c. An Ordinance Amending the Richland County Code of Ordinances, Chapter 3, Airports [SECOND READING] [Pages 20-32]

14. THIRD READING ITEMS

The Honorable Overture Walker

- a. Finding that the Richland-Lexington Riverbanks Parks District may issue not exceeding \$80,000,000 principal amount General Obligation Bonds; to authorize the Richland-Lexington Riverbanks Parks District to issue such bonds and to provide for the publication of notice of the said finding and authorization [Pages 33-38]

15. SECOND READING ITEMS

The Honorable Overture Walker

- a. An Ordinance amending the Richland County Code of Ordinances, Chapter 18, Offenses, by amending Section 18-4, Unsafe and Noxious Vegetation, so as to establish standards for unsafe and noxious vegetation, to define necessary terms, to provide that the responsible party of

the property has a duty to maintain or remove unsafe and noxious vegetation and amend the cut back requirements for certain property lines, to provide a penalty for the failure to maintain or remove unsafe and noxious vegetation, and to remove language allowing a responsible party to request that work be done by the Department of Public Works for the County [\[Pages 39-42\]](#)

- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Earlewood Apartment Rental Properties, LLC; and other related matters [\[Pages 43-68\]](#)

16. FIRST READINGS ITEMS

The Honorable Overture Walker

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to codify the 2021 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2009 South Carolina Energy Conservation Code, and the 2020 National Electric Code (NDPA 70) [\[Pages 69-77\]](#)

17. REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. A Resolution Authorizing the addition of a survey to fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina, the Ritedose Corporation and TRC Propco, Inc.; and other related matters [\[Pages 78-83\]](#)
- b. A Resolution approving a sponsor affiliate to join in one or more fee agreements between LDE LLC, Shop Grove 1 LLC, and Richland County, South Carolina; and other matters related thereto [\[Pages 84-88\]](#)
- c. A Resolution committing to negotiate a fee-in-lieu of ad valorem agreement between Richland County and Project Shreds; identifying the project; and other matters related thereto [\[Pages 89-90\]](#)
- d. 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 Shreds to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] [Pages 91-124]

18. REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

The Honorable Gretchen Barron

a. NOTIFICATION OF APPOINTMENTS

1. Richland County First Steps Richland County First Steps Partnership Board: Richland Library Appointment [Page 125]

a. Lee Patterson

b. NOTIFICATION OF VACANCIES [Pages 126-133]

1. a. Accommodations Tax Committee - Four (4) Vacancies (ONE applicant must have a background in the Lodging Industry, TWO applicants must have a background in the Hospitality Industry, and ONE applicant must have a Cultural background)
- b. Board of Zoning Appeals - One (1) Vacancy
- c. Building Codes Board of Appeals – Eight (8) Vacancies (ONE applicant must be from the Architecture Industry, ONE applicant must be from the Gas Industry, ONE applicant must be from the Building Industry, ONE applicant must be from the Contracting Industry, ONE applicant must be from the Plumbing Industry, ONE applicant must be from the Electrical Industry, and TWO applicants must be from Fire Industry as alternates)
- d. Business Service Center - Three (3) Vacancies (ONE applicant must be from the Business Industry and TWO applicants must be CPAs)
- e. Central Midlands Regional Transit Authority - One (1) Vacancy
- f. Hospitality Tax Committee - Three (3) Vacancies (TWO applicants must be from the Restaurant Industry)
- g. Lexington Richland Alcohol and Drug Abuse Council (LRADAC) -Two (2) Vacancies
- h. Richland Memorial Hospital Board - Four (4) Vacancies

c. ITEMS FOR ACTION

1. I move that Council establishes written guidelines regarding the number of proclamations and acknowledgment resolutions that can be presented at County Council meetings [WEAVER and TERRACIO] [Page 134]

- 19. REPORT OF THE COMMUNITY IMPACT GRANTS COMMITTEE** The Honorable Jesica Mackey
- a. FY2024-2025 Community Impact Grants Application
[Pages 135-151]
- 20. REPORT OF THE CORONAVIRUS AD HOC COMMITTEE** The Honorable Gretchen Barron
- a. Youth and Recreation Category
- 21. OTHER ITEMS** The Honorable Overture Walker
- a. FY24-District 1 Hospitality Tax Allocations [Pages 152-153]
1. SC Philharmonic \$10,000
2. Harbison Theatre at Midlands Tech \$10,000
- b. FY24-District 2 Hospitality Tax Allocations [Pages 154-155]
1. Pink & Green Community Service Foundation \$ 10,000
- 22. EXECUTIVE SESSION** Patrick Wright,
County Attorney
- After Council returns to open session, council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly noticed meeting.*
- 23. MOTION PERIOD**
- a. I move that the County Administrator work in collaboration with the Office of Economic Development, Office of Small Business Opportunities, Community Development and Grants to identify and/or create policies and initiatives to increase access to affordable quality child care in Richland County. 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
December 5, 2023 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

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

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Don Weaver.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Don Weaver.
4. **APPROVAL OF MINUTES**
 - a. Special Called Meeting: November 14, 2023 – Ms. Newton moved to approve the minutes as distributed, seconded by Ms. Barron.

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

The vote in favor was unanimous.
 - b. Zoning Public Hearing: November 16, 2023 – Mr. Weaver moved to approve the minutes as distributed, seconded by Ms. Barron.

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

The vote in favor was unanimous.
5. **ADOPTION OF AGENDA** – Mr. Weaver moved to adopt the agenda as published, seconded by Mr. Pugh.

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

The vote in favor was unanimous.
6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – Ms. Elizabeth McLean, Chief Deputy County Attorney, indicated the following items qualify for Executive Session under South Carolina Code section 30-4-70:
 - a. Alvin S. Glenn Detention Center Update [Pursuant to S.C. Code Sect. 30-4-70(a)](2)
 - b. Finding that the Richland-Lexington Riverbanks Parks District may issue not exceeding \$80,000,000 principal amount General Obligation Bonds; to authorize the Richland-Lexington Riverbanks Parks District to issue such bonds and to provide for the publication of notice of said finding and authorization
 - c. 2023-2024 County Administrator Evaluation Process
 - d. 2023-2024 County Attorney and Clerk to Council Performance Evaluation Process

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

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

The vote in favor was unanimous.

***Council went into Executive Session at approximately 6:06 PM
and came out at approximately 6:20 PM***

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

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

The vote in favor was unanimous.

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

7. CITIZENS' INPUT

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

8. CITIZENS' INPUT

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

1. Mr. Bill Malinowski, 11824 Broad River Road, Chapin, SC 29036 – November 7, 2023 Minutes
2. Mr. Mike Sloan, 1430 Wonder Drive, Chapin, SC 29036 – November 7, 2023 Minutes
3. Ms. Cynthia Spencer, 1813 Pennfield Drive, Columbia, SC 29223 – Sheriff Lott Meeting

9. REPORT OF THE COUNTY ADMINISTRATOR

a. Updates for Consideration – Mr. Leonardo Brown, County Administrator, stated staff recently sent out information about the opening of the Hospitality and Accommodations Tax grant process. The process will close in February 2024.

b. Administrator's Nomination (Items in this section require action that may prejudice the County's interest in a discernable way [i.e., time-sensitive, exigent, or of immediate importance.]

1. *County Administration – Resolution to Approve the Issuance of Revenue Bonds for Brookfield Pointe by the Columbia Housing Authority* – Mr. Brown noted the Columbia Housing Authority has requested Richland County to approve a resolution regarding the proposed issuance of revenue bonds for Brookfield Pointe affordable housing development. He indicated this project was approved in October 2021. Working with SC Housing, the project has now received an increased allocation of tax credits to support its completion. This does not fiscally impact the County but must be approved by the jurisdiction where the project occurs. Staff recommends approval of the resolution.

Ms. Barron moved to approve the resolution, seconded by Ms. Newton.\

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

2. *Operational Services – Contract Approval for Design & Construction Services for the Family Service Center at the former Dillard's location at Columbia Place Mall* – Mr. Brown indicated staff recommends approval of a contract to MB Kahn Construction to provide the design-build services to construct the new Richland County Family Services Center at the former Dillard's location at the Columbia Place Mall with an estimated project budget of \$47M.

Mr. Pugh moved to approve this item, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

Ms. Barron moved for reconsideration of this item, seconded by Mr. Weaver.

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

The motion for reconsideration failed.

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

- a. Strategic Planning Forum, January 25-26, 2023 – Ms. Anette Kirylo, Clerk to Council, reminded Council members of the upcoming 2024 Strategic Planning Forum on January 25-26, 2024.
- b. Special Called Meeting: December 12, 2023, and Committees Meetings: December 14, 2023 – Ms. Kirylo reminded Council and the public there will be a Special Called Meeting on December 12, 2023, and Committee meetings on Thursday, December 14, 2023.

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

12. **OPEN/CLOSE PUBLIC HEARINGS**

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

Mr. Livingston moved to waive Council rules to allow all individuals signed up for the public hearing an opportunity to speak, seconded by Ms. Newton.

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

The vote in favor was unanimous.

1. Mr. Jeremy Wilson, 1545 Sumter Street, Columbia, SC 29201 – In Favor
2. Mr. Bill Malinowski, 11824 Broad River Road, Chapin, SC 29036 – Opposed
3. Ms. Hannah Cardwell, 1311 Pine Street, Cayce, SC 29033 – In Favor
4. Mr. Hal Stevenson, 1511 Hagood Avenue, Columbia, SC 29203 – In Favor
5. Ms. Deonca Shuler, 204 Upland Trail Road, Elgin, SC 29045 – In Favor
6. Mr. Bob Davidson, 1650 Milford Road, Columbia, SC 29206 – In Favor
7. Mr. Clay Sharpe, 2122 S. Beltline Boulevard, Columbia, SC 29201 – In Favor
8. Mr. Jason Snyder, 2830 Stepp Drive, Columbia, SC 29204 – In Favor
9. Ms. Sam Queen, 206 Woodrow Street, Columbia, SC 29205 – In Favor
10. Mr. John Lumpkin, 490 Alexander Circle, SC 29206 – In Favor
11. Mr. Tristan Weinkle, 512 Congaree Avenue, Columbia, SC 29205 – In Favor
12. Ms. Tracie Broom, 806 Naples Avenue, Cayce, SC 29033 – In Favor
13. Mr. Derrick Williams, 3800 Trenholm Road, SC 29206 – In Favor
14. Ms. Holly Groover, 3635 Foxhall Road, Columbia, SC 29204 – In Favor
15. Ms. Jane Salter, 1005 Natchez Trail, West Columbia, SC 29169
16. Mr. Tommy Stringfellow, 705 Maple Street, Columbia, SC 29209
17. Mr. George Bailey, 8 Heathwood Circle, Columbia, SC 29205

- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Orei Columbia 22% Acres Property Owner, LLC, a company previously identified as Project Orei; and other related matters – No one signed up to speak.

13. **APPROVAL OF CONSENT ITEMS**

- a. Case #23-042MA, Michaela Gonzales, NC to OI (1.98 Acres), 14, 18 & 19 Blythe View Ct. TMS # R15200-01-61, R15200-01-62 & R15200-01-63 [SECOND READING]
- b. Case #23-044MA, Garrett McNeill, PDD to OI (5.27 Acres), 151 Westpark Blvd., TMS # R06103-01-02 [SECOND READING]
- c. Department of Public Works – Engineering-Harborside Pointe Right-of-Way
- d. Department of Public Works – Jim Hamilton – LB Owens Airport (CUB) Airport – Richland County Code of Ordinances, Chapter 3, Airport [FIRST READING]
- e. Community Planning & Development – Conservation Division – Columbia Rowing Club Operating Agreement
- f. Grants & Community Outreach – CDBG Substantial Amendments to Consolidated Plan and Annual Action Plans for Affordable Rental Housing Development

Ms. Mackey moved to approve Items 13(a) – 13(f), seconded by Ms. Newton.

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

The vote in favor was unanimous.

Ms. Terracio moved to reconsider Items 13(c), (e), and (f), seconded by Mr. Pugh.

Ms. McBride inquired if the County could ethically fund the Columbia Rowing Club. She indicated it is for a member's only club, and she wants to ensure this is something the County can do.

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December 5, 2023**

Mr. Brown responded this is an operating agreement with Columbia Rowing Club. This is an extension of an existing operating agreement with the County.

Ms. McBride noted concerns about the County's existing agreement with the organization. There is a maintenance fee of \$6,000, which is being paid by the County for a private club.

Mr. Aric Jensen, Assistant County Administrator, stated the maintenance fee is not for the portion of the property where the Columbia Rowing Club operates. The Columbia Rowing Club maintains and provides insurance on the portion of the property they utilize. The maintenance fee applies to the property not occupied by the Columbia Rowing Club and used by the citizens of Richland County.

Ms. McBride stated is confused as to why the maintenance fee is included in the operating agreement and not separated.

Mr. Jensen noted the Columbia Rowing Club operates on one acre of the property. The organization's portion of the property is gated for liability reasons. The organization provides maintenance and insurance on their portion of the property, not the County. The remaining part of the property is a parking lot and fishing area for the citizens of Richland County. The maintenance fee covers the collection of refuse, grading of the parking lot, and monitoring the County's portion of the property.

Mr. Walker requested Mr. Brown to have staff follow up with Ms. McBride regarding her concerns.

In Favor: McBride

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

The motion for reconsideration failed.

14. **THIRD READING ITEM**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Orei Columbia 22% Acres Property Owner, LLC, a company previously identified as Project Orei; and other related matters – Mr. Livingston moved to approve this item, seconded by Ms. Barron.

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

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

The vote in favor was unanimous.

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

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

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

The motion for reconsideration failed.

15. **SECOND READING ITEM**

- a. Finding that the Richland-Lexington Riverbanks Parks District may issue not exceeding \$80,000,000 principal amount General Obligation Bonds; to authorize the Richland-Lexington Riverbanks Parks District to issue such bonds and to provide for the publication of notice of the said finding and authorization – Ms. English moved to approve this item, seconded by Ms. Newton.

Ms. Barron stated she is not a fan of raising taxes and has stood by that since she has been on Council. In every budget cycle, she has voted against raising taxes. She noted we did vote against this last time, but she believes we are in a different place. As we look at how things are moving forward in the County, this goes hand-in-hand with other projects Council has voted on over the past several months. She noted we need to be mindful that the zoo is a special purpose district, which means their hands are tied as to how they can secure funding. She has met with and provided recommendations to Mr. Stringfellow for the County residents (i.e., buy one get one free). She believes when people see a return on their investment, it somewhat softens the blow.

Mr. Livingston stated this is an outstanding opportunity for the community. When approaching major decisions as a Council member, he leans toward our vision and mission statement. His role is to be a visionary and make decisions with foresight and imagination. When he looks at the zoo expansion, he does not just see a project but a vision. He sees an opportunity for us to be nationally recognized. He noted he does not see this as a tax increase but an investment.

Mr. Walker stated when this item came before Council a year ago, he voted in the affirmative. At that time, Council was not pondering the passage of a "Penny". He noted last year, Lexington County requested the zoo to wait a year because they were considering a "Penny," and now the shoe is on the other foot. What we view as an investment is an expense for someone else. He views it as a two-pronged test; it has to be a necessity, and we have to exhaust all other alternatives. While the zoo's request is important, he does not view it as a necessity, and he does not believe we have exhausted all the other options for a funding mechanism. In addition, he has not been able to quantify how many tourists stay in hotels/motels in the

unincorporated portion of the County. Therefore, most of the Accommodations and Hospitality tax funds will go to the City of Columbia and the City of West Columbia.

Mr. Livingston maintained from his experience on Council that this will be in the County's best interest and that we will benefit from this.

Ms. Mackey reiterated Council has not approved a new Transportation Penny. Additionally, funding for the zoo and any other initiative are separate issues.

Mr. Walker clarified that the county has authorized a private company to assess its transportation and transit needs, which is a precursor to the county asking the residents to extend the Transportation Penny.

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

Opposed: Branham, Weaver, and Walker

The vote was in favor.

16. REPORT OF THE DEVELOPMENT & SERVICES COMMITTEE

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

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

The vote in favor was unanimous.

17. REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

- a. Grants & Community Outreach – FY23-24 CDBG Public Service Projects and Public Facilities Infrastructure Projects – Ms. Mackey stated the committee recommended approval of this item. Since the committee meeting, one of the grantees informed staff they could not take on the grant at this time and declined the funding award. Therefore, staff moved forward with the next applicant.

Ms. Barron and Ms. Newton thanked the staff for all their hard work.

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

The vote in favor was unanimous.

Ms. Newton moved to reconsider this item, seconded by Mr. Livingston.

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

The motion for reconsideration failed.

18. REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

- a. A Resolution clarifying the boundaries of the Pineview Industrial Park and other matters related thereto – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Earlewood Apartment Rental Properties, LLC, and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

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

- a. 2023-2024 County Administrator Evaluation Process

- b. 2023-2024 County Attorney and Clerk to Council Performance Evaluation Process

These items were taken up in Executive Session.

20. **OTHER ITEMS**

- a. FY24 – District 2 Hospitality Tax Allocations (F.U.N.D.S. Inc. - \$5,000)
- b. FY24 – District 4 Hospitality Tax Allocations (Columbia City Ballet [SC Ballet] - \$5,000 and SC Philharmonic - \$5,000)
- c. FY24 – District 5 Hospitality Tax Allocations (SC Philharmonic - \$10,000; Columbia Classical Ballet - \$5,000; Ann Brodie’s Carolina Ballet - \$5,000; Columbia City Ballet [SC Ballet] - \$5,000; and Trustus Threatre - \$5,0000)
- d. FY24 – District 7 Hospitality Tax Allocations (Pink & Green Community Service Foundation - \$4,500)
- e. FY24 – District 8 Hospitality Tax Allocations (Captain’s Hope - \$10,000 and Pine & Green Community Service Foundation - \$6,000)
- f. FY24 – District 9 Hospitality Tax Allocations (Columbia Classical Ballet - \$10,000)
- g. FY24 – District 11 Hospitality Tax Allocations (Historic Columbia: African American Tourism Program - \$11,500)

Ms. Newton moved to approve Items 20(a)-20(g), seconded by Mr. Pugh

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

The vote in favor was unanimous.

Ms. Newton moved to reconsider Items 20(a)-20(g), seconded by Ms. Barron.

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

The motion for reconsideration failed.

21. **EXECUTIVE SESSION**

Ms. Newton moved to go into Executive Session, seconded by Ms. Barron.

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

The vote in favor was unanimous.

***Council went into Executive Session at approximately 7:47 PM
and came out at approximately 8:04 PM***

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

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

The vote in favor was unanimous.

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

- a. Alvin S. Glenn Detention Center
- b. 2023-2024 County Administrator Evaluation Process
- c. 2023-2024 County Attorney and Clerk to Council Performance Evaluation Process

Ms. Newton moved to accept the evaluation process recommendations, as discussed in Executive Session, for Items 21(b) and (c), seconded by Mr. Pugh.

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

The vote in favor was unanimous.

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

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

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

The vote in favor was unanimous.

The meeting adjourned at approximately 8:06 PM.

Richland County Council Request for Action

Subject:

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

Notes:

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

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 15200-01-61, 15200-01-62 AND 15200-01-63 FROM NEIGHBORHOOD COMMERCIAL DISTRICT (NC) TO OFFICE AND INSTITUTIONAL DISTRICT (OI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 15200-01-61, 15200-01-62 and 15200-01-63 from Neighborhood Commercial District (NC) zoning to Office and Institutional District (OI) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of _____, 2023.

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 16, 2023
First Reading: November 16, 2023
Second Reading: December 5, 2023
Third Reading: December 12, 2023

Richland County Council Request for Action

Subject:

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

Notes:

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

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 06103-01-42 FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO OFFICE AND INSTITUTIONAL DISTRICT (OI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 06103-01-42 from Planned Development District (PDD) zoning to Office and Institutional District (OI) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2023.

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 16, 2023
First Reading: November 16, 2023
Second Reading: December 5, 2023
Third Reading: December 12, 2023

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 3, Airports

Notes:

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

First Reading: December 5, 2023

Second Reading: December 12, 2023 {Tentative}

Third Reading: February 6, 2024 {Tentative}

Public Hearing: February 6, 2024

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF
ORDINANCES, CHAPTER 3, AIRPORTS.

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

SECTION I. The Richland County Code of Ordinances; Chapter 3, Airports, is hereby amended by the deletion of the language contained therein and the substitution of the following language:

ARTICLE I. ADMINISTRATION

Sec. 3-1. In General

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

Sec. 3-2. Definitions

- (a) (Aircraft) Noise Abatement – Those voluntary aircraft operating procedures developed for use in the vicinity of the airport that minimize the environmental effects of aircraft noise.
- (b) Airport General Manager – The designated County Employee who manages the Jim Hamilton – LB Owens Airport (CUB) on behalf of the Airport Sponsor.
- (c) Airport Overlay District – Per chapter 26 of the Richland County code of Ordinances, Airport Height Restrictive Overlay District. An area surrounding the Airport the purpose of which is to ensure that future land development in the district is compatible with height restrictions associated with airspace imaginary surfaces and anticipated and projected aircraft noise levels. Shall include a map reflecting the district boundaries and other physical characteristics thereof.
- (d) Airport Reference Code (ARC) – A system of code numbers and letters selected for airport planning purposes in accordance with the characteristics of the aircraft for which an airport facility is intended.
- (e) Airport Sponsor – Richland County, the owner of the Airport.

- (f) Airspace Obstruction (to air navigation) – An object, whether existing or planned, permanent or temporary, to include natural vegetative growth on terrain, that penetrates airspace imaginary surfaces. Obstructions are presumed to be hazards to air navigation until a Federal Aviation Administration (FAA) study determines otherwise and must be mitigated by marking or removal.
- (g) ARFF – Aircraft Rescue and Fire Fighting.
- (h) CTAF – Common Traffic Advisory Frequency. Utilizes the same designated frequency as UniCom for the purpose of communication between aircraft.
- (i) Fixed-Base Operator (FBO) – FBO is an entity or person allowed to provide fixed based operations by virtue of an agreement with Richland County.
- (j) Minimum Standards – Those required conditions an operator must meet in order to provide a commercial service on the airport. These standards are required in order to establish conditions that ensure safe and efficient operation of the airport in accordance with FAA rules, regulations, and guidance as well as industry best practices.
- (k) National Air Transportation Association (NATA) – The public policy group that represents the interests of the general aviation business community before the Congress and federal, state and local government agencies.
- (l) National Airspace System (NAS) – The airspace, navigation facilities, and airports of the United States (US) along with their associated information, services, rules, regulations, policies, procedures, personnel and equipment. It includes components shared jointly with the military.
- (m) National Plan of Integrated Airport Systems (NPIAS) – An inventory of significant US aviation infrastructure assets.
- (n) Part 77 Airspace (more fully, 14 CFR, Part 77) – That collection of imaginary surfaces surrounding an airport runway that establish standards and notification requirements for objects affecting safe aircraft navigation. This notification serves as the basis for evaluating the effect of the construction, facility alteration, or vegetative growth on airborne operating procedures surrounding the airport.
- (o) Specialized Aviation Service Operator (SASO) – Any person or organization who is authorized to conduct business by virtue of a contract with the County, but not engaged in business of an aviation nature within the scope of a Fixed Base Operator (FBO), or a local operation, as defined herein.
- (p) Universal Communication (UniCom) – A non-government air/ground radio communication facility which may provide Airport Advisory Services.

Sec. 3-3. Organization.

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

Sec. 3-4. Applicability.

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

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

ARTICLE II. RICHLAND COUNTY AIRPORT COMMISSION

Sec. 3-7. In General.

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

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

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

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

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

- (a) To advise the county council on the operation, maintenance, and development ~~and control~~ of the Jim Hamilton – LB Owens Airport and to recommend to the county council such

rules and regulations for the operation of the airport as the commission shall deem advisable.

- (b) To control itself by the vote of a majority of those voting in meetings duly called and held. At all meetings of the commission a majority of its members shall constitute a quorum.
- (c) To adopt bylaws governing its operation, fixing the duties of its officers and their terms of office, and the method of handling its affairs. The bylaws shall not be in conflict with any laws governing the commission.
- (d) To review and approve initial applications for Commercial Aviation Operators and Flight Instruction operations.
- (e) To consider requests and appeals of tenants regarding continued hangar occupancy.

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

ARTICLE III. FINANCE

Sec. 3-12. In General.

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

Sec. 3-13. Airport Fund.

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

Sec. 3-14. Rates and Fees.

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

Sec. 3-15. Grants.

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

Sec. 3-16. Hangar lease agreement.

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

Sec. 3-17. Operating budget.

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

Sec. 3-18. Funding.

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

Sec. 3-19 Hangar Security Deposits.

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

Sec. – 3-20. Reserved for Future Use.

ARTICLE IV. SERVICES

Sec. 3-21. In General.

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

Sec. 3-22. Minimum Standards.

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

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

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

- (a) Administering Hangar and other Airport leases
- (b) Operation and Maintenance of the Airport Fuel Farm
- (c) Dispensing Aviation Fuel

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

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

Sec. 3-24. Flight Training.

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

Sec. 3-25. Aircraft Fueling.

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

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

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

Sec. 3-27. Weather.

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

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

ARTICLE V. AIRPORT OPERATIONS

Sec. 3-30. In General.

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

Sec. 3-31. Rules & Regulations.

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

Sec. 3-32. UniCom / CTAF License.

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

Sec. 3-33. Clear Airspace and Obstructions.

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

Sec. 3-34. Imaginary Surfaces.

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

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

Sec. 3-35. Avigation Easements.

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

Sec. 3-36. Airport Overlay Districts.

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

Sec. 3-37. Noise Abatement.

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

Sec. 3-38. Prohibited Operations.

The following aircraft operations are prohibited at the airport:

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

Sec. 3-39. ARFF Support.

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

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

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

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

ARTICLE VI. FACILITIES

Sec. 3-43. In General.

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

Sec. 3-44. Terminal.

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

Sec. 3-45. Hangars.

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

Sec. 3-46. Airfield.

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

Sec. 3-47. Planning and Development.

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

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

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

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

ARTICLE VII. TENANTS

Sec. 3-51. In General.

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

Sec. 3-52. Hangar Tenants.

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

Sec. 3-53. Aviation Organizations.

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

Sec. 3-54. Businesses (Aeronautical).

Aeronautical businesses may be an FBO, a SASO, or another business that functions directly to support the Airport or other aviation or aerospace industries. They may be based at the Airport under the provisions of a lease agreement or other contractual instrument approved by the county council. The Airport General Manager shall operate a system by which other Commercial Airport Operators, such as vendors providing services on behalf of other tenants, are officially permitted and meet appropriate minimum standards.

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

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

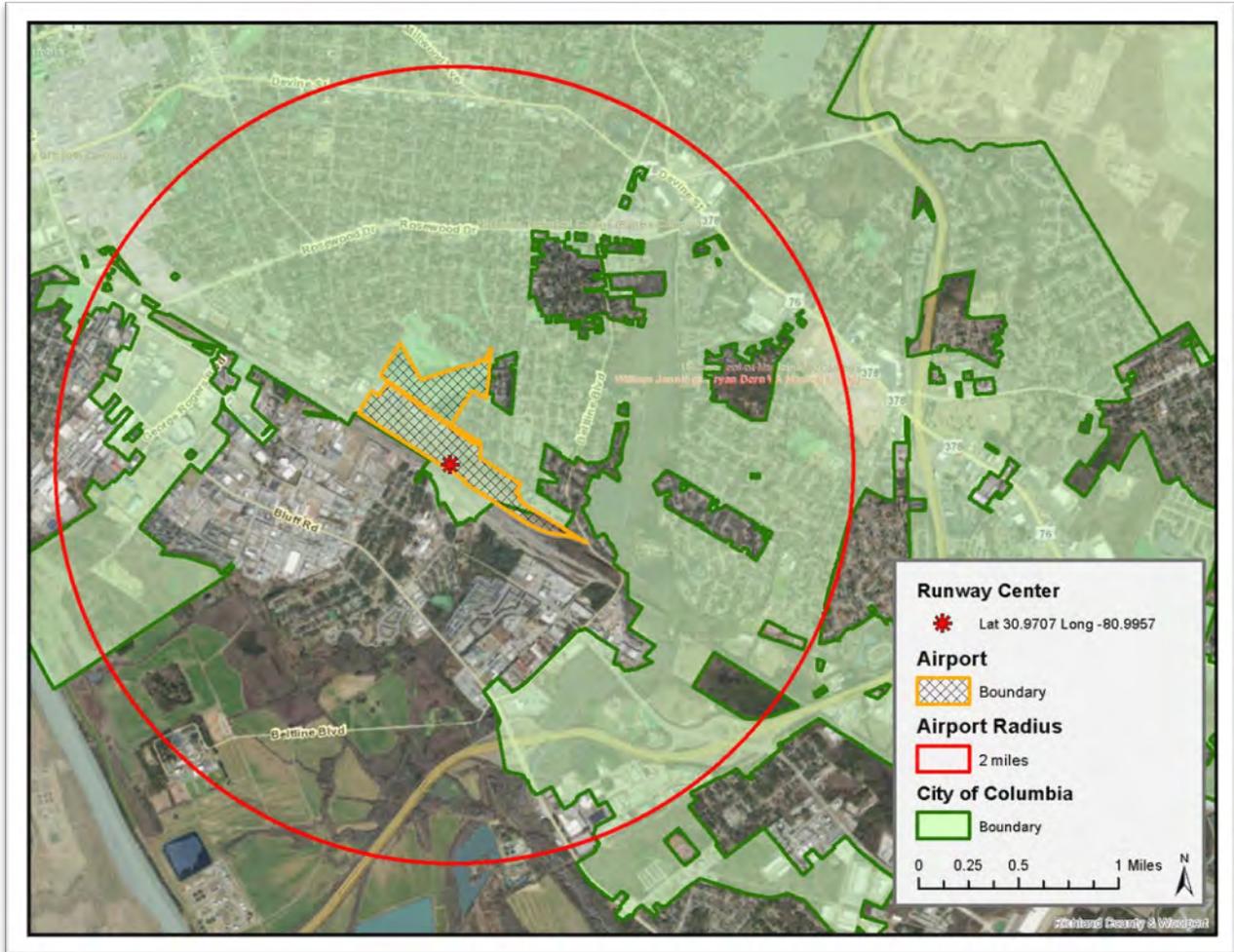
ARTICLE VIII. ENFORCEMENT

Sec. 3-55. In General.

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

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

Appendix A



Community Representative area (2-mile radius)

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2023.

RICHLAND COUNTY COUNCIL

BY: _____
Overture Walker, Chairperson

ATTEST THIS THE ____ DAY
OF _____, 2023.

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:
Public Hearing:
Second Reading:
Third Reading:

Richland County Council Request for Action

Subject:

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

Notes:

First Reading: November 14, 2023

Second Reading:

Third Reading:

Public Hearing:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: _____, 2023
Second Reading: _____, 2023
Public Hearing: _____, 2023
Third Reading: _____, 2023

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

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

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

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

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

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

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

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

COUNTY COUNCIL OF RICHLAND COUNTY

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

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

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

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

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

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

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

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

(SEAL)

Clerk to County Council,
Richland County, South Carolina

First Reading: _____, 2023

Second Reading: _____, 2023

Public Hearing: _____, 2023

Third Reading: _____, 2023

Richland County Council Request for Action

Subject:

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

Notes:

November 16, 2023 – The Development and Services Committee recommended Council approve the draft ordinance pending Administration’s review of the Land Development Code related to the “rural” zoning designation.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 18, OFFENSES, BY AMENDING SECTION 18-4, UNSAFE AND NOXIOUS VEGETATION, SO AS TO ESTABLISH STANDARDS FOR UNSAFE AND NOXIOUS VEGETATION, TO DEFINE NECESSARY TERMS, TO PROVIDE THAT THE RESPONSIBLE PARTY OF THE PROPERTY HAS A DUTY TO MAINTAIN OR REMOVE UNSAFE AND NOXIOUS VEGETATION AND AMEND THE CUT BACK REQUIREMENTS FOR CERTAIN PROPERTY LINES, TO PROVIDE A PENALTY FOR THE FAILURE TO MAINTAIN OR REMOVE UNSAFE AND NOXIOUS VEGETATION, AND TO REMOVE LANGUAGE ALLOWING A RESPONSIBLE PARTY TO REQUEST THAT WORK BE DONE BY THE DEPARTMENT OF PUBLIC WORKS FOR THE COUNTY.

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

SECTION I. _____ The Richland County Code of Ordinances, Chapter 18, Offenses; is hereby amended by deleting Section 18-4 and inserting:

Sec. 18-4. Unsafe and Noxious Vegetation

(a) Definitions. For purpose of this section:

(1) “Unsafe and noxious vegetation” is defined as trees, vines, grasses, shrubs, aquatic plants, and any other flora that poses a hazard or nuisance in accordance with the standards of this chapter.

(2) “Rural area” is defined as any property with a rural zoning designation whose primary use is residential or agricultural. Any property with a rural zoning designation whose primary use is non-residential or non-agricultural is not considered a rural area.

(3) “Developed” is defined as having any physical structure, public utility connection, or other public improvement.

(b) Standards. (1) Vegetation is deemed unsafe and noxious if it exceeds any of the following standards:

(A) Grass or weeds in excess of twelve (12) inches in height or trailing vines exceeding ten (10) feet in length;

(B) Dead or desiccated growth that poses a fire or other safety hazard and is located within ten (10) feet of a property line;

(C) Dead or desiccated growth that harbors infestations of insects, vermin, or rodents;

(D) Voluntary or involuntary cultivation of plants deemed by Richland County, the State of South Carolina, or the United States to be noxious for Richland County.

(2) The Sheriff may also declare a nuisance if there is demonstrated immediate or imminent physical risk.

(c) Declaration of nuisance. Unsafe and noxious vegetation on any lot or parcel of land in a developed area within the county may be deemed and declared a nuisance in the judgment of the sheriff in accordance with the provisions of this section.

(d) Duty of responsible party to maintain. It shall be the duty of any owner, lessee, occupant, agent, or representative of the owner of any lot or parcel of land in a developed area within the county to maintain or remove all unsafe and noxious vegetation, as described in this section, as often as may be necessary to prevent the growth of such unsafe and noxious vegetation. However, lots of one acre or more are not required to be cut back more than fifty (50) feet from a property line adjacent to a public right-of-way, and ten (10) feet from all other property lines.

(e) Notice to responsible party to maintain. Whenever the sheriff finds that unsafe or noxious vegetation exists upon any lot or parcel of land in a developed area within the county in such a manner as to constitute a nuisance, He may serve written notice upon the owner, the occupant of the premises, or upon the agent or representative of the owner of such land having control thereof to comply with the provisions of this section. It shall be sufficient notification to deliver the notice to the responsible party in person, by certified US mail, return receipt requested, or posted upon the property in a conspicuous location.

(f) Failure to comply with notice.

(1) If a person or entity fails to perform within ~~fourteen~~^{thirty} (14~~30~~) days after being duly noticed of a violation in accordance with this section, such person or entity shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding five hundred dollars (\$500.00) or imprisonment not exceeding thirty (30) days. Each subsequent day of nonperformance after the fourteen (14) day period constitutes a separate violation.

(2) A person or entity may be cited by the sheriff without providing a fourteen (14) day correction period for an infraction occurring within a three month period following the resolution of an initial failure to perform.

(g) Removal by county. In the event any property is determined to be a nuisance and the responsible party has not adequately performed within thirty days of the provision of notice, then the department of public works or its duly authorized agent or representative may enter upon any such lands and abate such nuisance by cutting and removing such unsafe or noxious vegetation, and the cost of doing so may become a lien upon the property affected, or may be recovered by the county through judgment proceedings initiated in a court of competent jurisdiction, or by any other means provided by law.

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

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

RICHLAND COUNTY COUNCIL

By: _____

Overture Walker, Chair

Attest this _____ day of

_____, 2023.

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: _____

Second Reading: _____

Public Hearing: _____

Third Reading: _____

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Earlewood Apartment Rental Properties, LLC; and other related matters

Notes:

First Reading: December 5, 2023

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 EARLEWOOD APARTMENT RENTAL PROPERTIES, LLC; AND OTHER RELATED MATTERS.

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

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

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

WHEREAS, Earlewood Apartment Rental Properties, LLC (“Company”) desires to develop a multi-family residential project consisting of approximately 300 units within the County (“Project”), consisting of taxable investments in real and personal property of not less than Sixty-Eight Million and 00/100 Dollars (\$68,000,000.00);

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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: December 5, 2023
Second Reading: December 12, 2023
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

EARLEWOOD APARTMENT RENTAL PROPERTIES, LLC

Effective as of: [_____, 2024]

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of [_____, 2024] (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and EARLEWOOD APARTMENT RENTAL PROPERTIES, LLC, a South Carolina limited liability company, (the “Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

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

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

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

WHEREAS, the Company has committed to establish, in the County, a multi-family residential project consisting of approximately 300 units (“Project”) including, and to be located on, land more particularly identified on Exhibit A hereto (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than Sixty-Eight Million and 00/100 Dollars (\$68,000,000.00), and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on [_____, 2024] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park, and the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on [_____, 2024] in accordance with Section 4-1-170(C) of the Act; and

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than Sixty-Eight Million and 00/100 Dollars (\$68,000,000.00) in taxable property in the Project ("Investment Commitment") by December 31, 2029 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any

SCDOR PT-100 filed by the Company with respect to the Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the Certification Deadline. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, but nevertheless achieves at least 80% of the Investment Commitment by the Certification Date, the Public Infrastructure Credits shall be reduced on a pro rata basis based upon the amount of the shortfall; otherwise, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Deadline shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, environmental remediation/mitigation, facade redevelopment, roadway improvements, energy production or communications technology infrastructure, and expenditures on the eradication of blight (collectively, the "Non-Workforce Housing Public Infrastructure"). The Company additionally commits to reserve and hold a portion of the units at the Project as workforce housing ("Workforce Housing Public Infrastructure"). For purposes of this Agreement, "workforce housing" shall be defined as housing that is affordable to the occupant or occupants, as applicable, when applying no more than 30% of gross income of the occupant or occupants, as applicable, to housing costs, for those earning between 80% and 120% of the area median income, as published by Fannie Mae, for the Project location of 301 Sunset Drive, Columbia, South Carolina.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in, or cause to be invested in, the Public Infrastructure as described on Exhibit B hereto ("Company Public Infrastructure"). The Company shall certify actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing to the County's Economic Development Department (i) with respect to the Non-Workforce Housing Public Infrastructure portion of the Company Public Infrastructure, documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, sufficient to reflect the Company's investment in the Non-Workforce Housing Infrastructure portion of the Company Public Infrastructure, and (ii) with respect to the Workforce Housing Public Infrastructure portion of the Company Public Infrastructure, documentation, which documentation may include, without limitation rent rolls, and related documentation, sufficient to reflect the Workforce Housing Public Infrastructure is not less than 50% of the total units at the Project (the "Certified Workforce Housing Unit Level"). If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth on Exhibit B hereto, but nevertheless makes a cumulative total investment in the Company Public Infrastructure of at least 80% of the amount reflected on Exhibit B hereto by the Certification Deadline, the Public Infrastructure Credits shall be reduced on a pro rata basis based upon the amount of the shortfall; otherwise, the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

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

County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Deadline (the "Verification Date"), provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment and the Certified Workforce Housing Unit Level to be maintained during the Credit Term, as defined on Exhibit C hereto. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs and confirmation of the Certified Workforce Housing Unit Level submitted by the Company, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

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

(b) On or before January 31st of each year corresponding to each tax year for which the Company is entitled to a Public Infrastructure Credit (e.g., January 31, 2025 corresponds to tax year 2026), the Company shall submit to the County Auditor an annual Public Infrastructure Credit certification, substantially in the form of Exhibit D hereto, reflecting the calculation of the Public Infrastructure Credit to which the Company is entitled for such tax year. Following receipt of such certification, the County shall prepare and issue the Company's annual Fee Payment bill with respect to the Project net of the Public Infrastructure Credit set forth in **Section 2.3(a)** of this Agreement, as may be adjusted pursuant to such certification ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

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

Section 2.4. Filings; Administration. To assist the County in administering the Public Infrastructure Credit, with respect to the Company's Fee Payments due with respect to the personal property portion of the Project, the Company shall, for each tax year corresponding to the Credit Term prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the

terms of the County’s Resolution dated December 12, 2017, which is attached hereto as Exhibit E, as may be amended by subsequent resolution, with respect to the Company.

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

ARTICLE III DEFAULTS AND REMEDIES

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

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

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

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

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

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

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

Section 3.2. Remedies on Default.

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

(i) terminate this Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Agreement; or

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

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

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

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

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

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

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

as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

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

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

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

Section 4.5. Limitation of Liability.

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

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

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

Section 4.6. Indemnification Covenant.

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

with a copy to
(does not constitute notice):

Contender Development, Inc.
Attn: General Counsel
Address: 5 Century Drive, Suite 210
Greenville, South Carolina 29607

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

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding Five Thousand and 00/100 Dollars (\$5,000.00). The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

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

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

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

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

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

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

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

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

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

[TWO SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, Earlewood Apartment Rental Properties, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**EARLEWOOD APARTMENT RENTAL
PROPERTIES, LLC**

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

PARCEL "A"

THIS BEING AN EXISTING PARCEL OF LAND LOCATED IN THE CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA AND BEING TAX PARCEL R09108-08-04, (REFERENCE PLAT BOOK 2081 PAGE 1672) AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" IPF OT IN THE NORTHERN RIGHT OF WAY OF CLEMENT RD, 66 FOOT RIGHT OF WAY, AND HAVING SCGS STATE PLANE COORDINATES NORTH: 799149.39 AND EAST: 1982966.45; THENCE WITH A CURVE TURNING TO THE LEFT HAVING A CHORD BEARING OF NORTH 49 DEGREES 38 MINUTES 10 SECONDS WEST, A CHORD DISTANCE OF 202.54 FEET AND A RADIUS OF 1632.67 FEET TO A ½" REBAR SET; THENCE WITH A BEARING OF NORTH 54 DEGREES 39 MINUTES 07 SECONDS WEST A DISTANCE OF 207.28 FEET TO A ½" REBAR SET; THENCE WITH A BEARING OF NORTH 41 DEGREES 36 MINUTES 59 SECONDS EAST A DISTANCE OF 110.49 FEET TO A ¾" IPF CRIMP; THENCE WITH A BEARING OF NORTH 24 DEGREES 29 MINUTES 04 SECONDS EAST A DISTANCE OF 112.09 FEET TO A ¾" IPF OT; THENCE WITH A BEARING OF SOUTH 72 DEGREES 58 MINUTES 05 SECONDS EAST A DISTANCE OF 391.73 FEET TO A 1" IPF OT; THENCE WITH A BEARING OF SOUTH 72 DEGREES 38 MINUTES 20 SECONDS EAST A DISTANCE OF 86.79 FEET TO A 1" IPF OT; THENCE WITH A BEARING OF SOUTH 64 DEGREES 17 MINUTES 39 SECONDS WEST A DISTANCE OF 199.85 FEET TO A ½" REBAR FOUND; THENCE WITH A BEARING OF SOUTH 56 DEGREES 26 MINUTES 57 SECONDS EAST A DISTANCE OF 200.94 FEET TO A 1" IPF OT; THENCE WITH A BEARING OF SOUTH 36 DEGREES 327 MINUTES 07 SECONDS EAST A DISTANCE OF 69.28 FEET TO A POINT; THENCE WITH A BEARING OF SOUTH 22 DEGREES 46 MINUTES 22 SECONDS WEST A DISTANCE OF 1.17 FEET TO A 1" IPF OT; THENCE WITH A BEARING OF NORTH 66 DEGREES 54 MINUTES 19 SECONDS WEST A DISTANCE OF 575.86 FEET TO A POINT; THENCE WITH A BEARING OF SOUTH 22 DEGREES 53 MINUTES 24 SECONDS WEST A DISTANCE OF 289.30 TO THE POINT OF BEGINNING; CONTAINING 141,118 SQUARE FEET OR 3.24 ACRES, AS SURVEYED BY TODD B BEAM, A SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR NO. 29506 ON JANUARY 5, 2023.

PARCEL "B"

THIS BEING AN EXISTING PARCEL OF LAND LOCATED IN THE CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA AND BEING TAX PARCEL R09108-08-03, (REFERENCE PLAT BOOK 2081 PAGE 1672) AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" IPF OT IN THE NORTHERN RIGHT OF WAY OF CLEMENT RD, 66 FOOT RIGHT OF WAY, AND HAVING SCGS STATE PLANE COORDINATES NORTH: 799149.39 AND EAST: 1982966.45; THENCE RUNNING WITH A BEARING OF NORTH 22 DEGREES 53 MINUTES 24 SECONDS EAST A DISTANCE OF 289.30 FEET TO A POINT; THENCE WITH A BEARING OF SOUTH 66 DEGREES 54 MINUTES 19 SECONDS EAST A DISTANCE OF 575.86 FEET TO A 1" IPF OT; THENCE WITH A BEARING OF SOUTH 22 DEGREES 50 MINUTES 27 SECONDS WEST A DISTANCE OF 308.10 FEET TO A POINT; THENCE WITH A BEARING OF NORTH 77 DEGREES 44 MINUTES 52 SECONDS WEST A DISTANCE OF 381.01 FEET TO POINT; THENCE WITH A BEARING OF NORTH 44 DEGREES 16 MINUTES 52 SECONDS WEST A DISTANCE OF 92.72 TO A 1" IPF OT; THENCE WITH A BEARING OF NORTH 47 DEGREES 40 MINUTES 19 SECONDS EAST A DISTANCE OF 4.08 FEET TO A IPF OT; THENCE WITH A BEARING OF NORTH 43 DEGREES 30 MINUTES 47 SECONDS WEST A DISTANCE OF 128.68 TO THE POINT OF BEGINNING; CONTAINING 196,218 SQUARE FEET OR 4.50 ACRES, AS SURVEYED

BY TODD B BEAM, A SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR NO. 29506 ON JANUARY 5, 2023.

PARCEL “C”

THIS BEING AN EXISTING PARCEL OF LAND LOCATED IN THE CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA AND BEING TAX PARCEL R09107-02-01, (REFERENCE PLAT BOOK 2081 PAGE 1672) AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERN RIGHT OF WAY OF SUNSET DRIVE, 80 FOOT RIGHT OF WAY, AND HAVING SCGS STATE PLANE COORDINATES NORTH: 798906.09 AND EAST: 1983489.10; THENCE WITH A BEARING OF NORTH 22 DEGREES 50 MINUTES 27 SECONDS EAST A DISTANCE OF 308.10 FEET TO A 1” IPF OT; THENCE WITH A BEARING OF NORTH 22 DEGREES 46 MINUTES 22 SECONDS EAST A DISTANCE OF 1.17 FEET TO A POINT; THENCE WITH A BEARING OF SOUTH 38 DEGREES 27 MINUTES 11 SECONDS EAST A DISTANCE OF 130.32 FEET TO A 1” IPF OT; THENCE WITH A BEARING OF SOUTH 19 DEGREES 43 MINUTES 29 SECONDS WEST A DISTANCE OF 215.93 TO A ½” REBAR FOUND; THENCE WITH A CURVE TURNING TO THE RIGHT WITH A CHORD BEARING OF NORTH 81 DEGREES 00 MINUTES 03 SECONDS WEST WITH A CHORD DISTANCE OF 129.81 FEET AND A RADIUS OF 1745.00 FEET TO THE POINT OF BEGINNING; CONTAINING 31,550 SQUARE FEET OR 0.72 ACRES, AS SURVEYED BY TODD B BEAM, A SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR NO. 29506 ON JANUARY 5, 2023.

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes the Non-Workforce Housing Public Infrastructure as listed below:

<u>Description</u>	<u>Budget</u>
Parking Garage	\$12,180,880
Environmental Remediation/Mediation	\$381,400

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

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

The County shall provide a Fifty Percent (50%) Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure; provided further that such Fifty Percent (50%) Public Infrastructure Credit shall be subject to reduction for any year of the Credit Term for which the Certified Workforce Housing Unit Level is not maintained, as set forth in greater detail, and to the extent required by, Exhibit D hereto.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 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 2.3)

PUBLIC INFRASTRUCTURE CREDIT CERTIFICATION

[To be inserted.]

EXHIBIT E (See Section 2.4)

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

See attached.

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

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

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

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

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

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

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

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

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

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

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

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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to codify the 2021 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2009 South Carolina Energy Conservation Code, and the 2020 National Electric Code (NDPA 70)

Notes:

First Reading:

Second Reading:

Third Reading:

Public Hearing:



Informational Agenda Briefing

Prepared by:	Aric Jensen, AICP	Title:	Assistant County Administrator
Department:	Administration	Division:	
Date Prepared:	December 5, 2023	Meeting Date:	December 12, 2023
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Special Called		
Subject:	First Reading: AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; SO AS TO CODIFY THE 2021 EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND THE 2009 SOUTH CAROLINA ENERGY CONSERVATION CODE, AND THE 2020 NATIONAL ELECTRIC CODE (NFPA 70).		

At its November 01, 2022 meeting, County Council approved the Development & Services Committee's recommendation to adopt the most current building code versions as mandated by the State of South Carolina as well as the 2021 International Property Maintenance Code. The latter is an optional permissive code which enables County Code Enforcement officers to address blighted and unsafe properties after construction and occupancy.

Though the codes were adopted, the County's associated ordinances were not simultaneously updated to reflect the Council's action. The ordinance must be updated to reflect the Council approved 2021 codes.

ATTACHMENTS:

1. November 01, 2022 Council Minutes
2. Ordinance to adopt the mandatory 2021 International Building Code series & the optional 2021 International Property Maintenance Code

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

6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – There were no items for Executive Session.
7. **CITIZENS' INPUT**
 - a. For Items on the Agenda Not Requiring a Public Hearing – No one signed up to speak.
8. **CITIZENS' INPUT**
 - a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time)
 1. Ms. Gwendolyn Boykin, 3704 Judy Street, Columbia, SC 29223 – 2014 Flood Recovery.
9. **REPORT OF THE COUNTY ADMINISTRATOR**
 - a. Updates – There were no updates.
10. **REPORT OF THE CLERK OF COUNCIL**
 - a. Strategic Planning Forum (Annual Council Retreat): January 25-27, 2023 – Ms. Anette Kirylo, Clerk to Council, noted the Strategic Planning Forum (Council Retreat) will be held on January 25-27, 2023.
11. **REPORT OF THE CHAIR** – No report was given.
12. **OPEN/CLOSE PUBLIC HEARINGS**
 - a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article II, County Council; Section 2-14, Compensation of Council Members; so as to reflect the new annual salary for County Council
 1. Elaine Cooper, 3105 Dalloz Road, Columbia, SC 29204
 2. Mustafa Abdullah, 2101 Riding Ridge Road, Columbia, SC 29223
 - b. Developing a multi-county park with Fairfield County; authorizing the execution and delivery of an agreement governing the multi-county park; authorizing the inclusion of certain property located in Richland County in the multi-county park; authorizing the execution of an intergovernmental agreement; and other related matters – No one signed up to speak.
13. **APPROVAL OF CONSENT ITEMS**
 - a. 22-023MA, Gerald A. Lee, RS-MD to RM-MD (3.12 Acres), W/S Archie Drive, TMS# R17116-01-01 [SECOND READING]
 - b. 22-016MA, John Stephenson, M-1 to RS-LD (138.5 Acres), B/S Longwood Road, TMS # R18900-02-01 [SECOND READING]
 - c. 22-029MA, Douglas Putlock, NC to RS-MD (3 Acres), 1012 Bickley Road, TMS # R02415-02-01 [SECOND READING]
 - d. 22-032MA, Ervin Capers, HI to RU (4.86 Acres), 208 & 217 Gatehill Road & E/S McCords Ferry Rd., TMS # R38800-02-09, R38900-03-06 and R38900-03-07 [SECOND READING]
 - e. Community Planning & Development – Building Inspections – South Carolina Building Codes Council Mandated 2021 Code Cycle
 - f. Department of Public Works – Engineering Division – Comprehensive Transportation Improvement Plan (CTIP) budget and proposed projects for Fiscal Year 2023 (FY-23)
 - g. Move to direct the County Administrator to evaluate current zoning laws that permit zoning designations for large residential developments to remain in perpetuity and present options to re-evaluate and rezone those properties if they are not developed within 7 years. Recommendations should include processes to ensure that zoning and the comprehensive plan remain consistent with the lived character of the community [NEWTON – July 13, 2021]
 - h. Based on the below information, the matter of urban heat mapping should be referred to the Planning Commission for consideration. The expanding residential, commercial and transportation infrastructure

**Regular Session
November 1, 2022**

-2-

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

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

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

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

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

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

The vote in favor was unanimous.

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

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

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

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

Mr. Malinowski responded in the affirmative.

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

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

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

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

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

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

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

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

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

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; SO AS TO CODIFY THE 2021 EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND THE 2009 SOUTH CAROLINA ENERGY CONSERVATION CODE, AND THE 2020 NATIONAL ELECTRIC CODE (NFPA 70).

WHEREAS, State Law enables the South Carolina Building Codes Council to regulate the adoption and enforcement of building codes in the state of South Carolina; and

WHEREAS, the South Carolina Building Codes Council has mandated that the 2021 editions of the International Residential Code with SC modifications, the International Building Code with SC modifications, the International Fire Code with SC modifications, the International Plumbing Code with SC modifications, the International Fuel Gas Code with SC modifications, and the International Mechanical Code with SC modifications are to be used for commercial and/or residential construction, effective January 1, 2023; and

WHEREAS, codification of the latest building codes is in the public interest as it provides accurate information to interested citizens.

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-82, Adopted; is hereby amended to read as follows:

Sec. 6-82. Adopted.

(a) There is hereby adopted by the County Council the 2021 South Carolina Residential Code, including Chapter 1 (Administration), and all amendments thereto, as is all published by the International Code Council, Inc.. The 2021 South Carolina Residential Code is the published version of the 2021 International Residential Code with South Carolina Modifications and may be referenced interchangeably. The construction, alteration, repair, or demolition of every detached one- and two- family dwelling structure, townhomes (not more than three stories) and accessory structures shall conform to the requirements of this Code.

(b) There is hereby adopted by the county council the 2021 South Carolina Building Code, including Chapter 1 (Administration), and all amendments thereto, , as is all published by the International Code Council, Inc. The 2021 South Carolina Building Code is the published version of the 2021 International Building Code with South Carolina Modifications and may be referenced interchangeably. The construction, alteration, repair, or demolition of every building or structure (other than a one or two family dwelling structure) shall conform to the requirements of this Code.

(c) There is hereby adopted by the County Council the 2021 South Carolina Existing Building Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The 2021 South Carolina Existing Building Code is the published version of the 2021 International Existing Building Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance or repair of existing buildings shall conform to the requirements of this Code.

SECTION II. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article V, Fire Prevention Code; Section 6-113, Purpose; is hereby amended to read as follows:

Sec. 6-113. Purpose.

The purpose of this article is to apply the provisions of the 2021 edition of the South Carolina Fire Code to all buildings and structures that are not regulated by the 2021 edition of the South Carolina Residential Code. The 2021 South Carolina Fire Code is the published version of the 2021 International Fire Code with South Carolina Modifications and may be referenced interchangeably.

SECTION III. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article V, Fire Prevention Code; Section 6-114, Adopted; applicability, etc.; Subsection (a); is hereby amended to read as follows:

(a) There is hereby adopted by the county council the 2021 edition of the South Carolina Fire Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc.

SECTION IV. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VI, Gas Code; Section 6-125, Purpose; is hereby amended to read as follows:

Sec. 6-125. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all piping extending from the point of delivery of gas for use as a fuel and designated to convey or carry the same gas appliances, and regulating the installation and maintenance of appliances designated to use such gas as a fuel, in all buildings and structures that are not regulated by the 2021 edition of the South Carolina Residential Code.

SECTION V. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VI, Gas Code; Section 6-126, Adopted; is hereby amended to read as follows:

Sec. 6-126. Adopted.

There is hereby adopted by the county council the 2021 edition of the South Carolina Fuel/Gas Code, and all amendments thereto, as published by the International Code Council, Inc. The 2021 South Carolina Fuel/Gas Code is the published version of the 2021 International Fuel/Gas Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance, or repair of all gas work shall conform to the requirements of this Code.

SECTION VI. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VII, Mechanical Code; Section 6-139, Purpose; is hereby amended to read as follows:

Sec. 6-139. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all mechanical systems and other related appurtenances that are not regulated by the 2021 edition of the South Carolina Residential Code.

SECTION VII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VII, Mechanical Code; Section 6-140, Adopted; is hereby amended to read as follows:

Sec. 6-140. Adopted.

There is hereby adopted by the county council the 2021 South Carolina Mechanical Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The 2021 South Carolina Mechanical Code is the published version of the 2021 International Mechanical Code with South Carolina Modifications and may be referenced interchangeably. The installation of mechanical systems, including alterations, repair, replacements, equipment, appliances, fixtures, and/or appurtenances shall conform to these Code requirements

SECTION VIII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VIII, Plumbing Code; Section 6-153, Purpose; is hereby amended to read as follows:

Sec. 6-153. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all plumbing and other related appurtenances that are not regulated by the 2021 edition of the South Carolina Residential Code.

SECTION IX. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VIII, Plumbing Code; Section 6-154, Adopted; is hereby amended to read as follows:

Sec. 6-154. Adopted.

There is hereby adopted by the county council the 2021 South Carolina Plumbing Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The 2021 South Carolina Plumbing Code is the published version of the 2021 International Plumbing Code with South Carolina Modifications and may be referenced interchangeably. The installation, workmanship, construction, maintenance or repair of all plumbing work shall conform to the requirements of this Code.

SECTION X. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IV, Electrical Code; Section 6-96, Purpose; is hereby amended to read as follows:

Sec. 6-96. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all electrical installations that are not regulated by the 2021 edition of the International Residential Code.

SECTION XI. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IV, Electrical Code; Section 6-97, Adopted; is hereby amended to read as follows:

Sec. 6-97. Adopted.

The workmanship, construction, maintenance or repair of all electrical work shall conform to the requirements set forth in the 2020 edition of the National Electrical Code (NFPA 70) with SC modifications, published by the National Fire Prevention Association.

SECTION XII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IX, Swimming Pool Code; Section 6-168, Requirements; is hereby amended to read as follows:

Sec. 6-168. Adoption and requirements.

There is hereby adopted by the county council the 2021 International Swimming Pool and Spa (ISPSC) Code with Modifications, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The installation, workmanship, construction, maintenance or repair of all work shall conform to the requirements of this Code.

In addition to the requirements imposed by the 2021 edition of the International Swimming Pool and Spa (ISPSC) Code with Modifications, the following administrative requirements are hereby enacted:

- (1) A licensed swimming pool contractor shall be responsible for securing a permit from the County Building Official for the installation of any in-ground swimming pool or spa.
- (2) In the event an approved wall, fence, or other substantial structure to completely enclose the proposed pool is not in existence at the time an application is made for the permit to install a pool, it shall be the responsibility of the property owner to have the enclosure installed prior to the final inspection and, further, to ensure that said structure remains in place as long as the swimming pool exists.

SECTION XIII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article X, Property Maintenance; Section 6-182, Adoption; is hereby amended to read as follows:

Sec. 6-182. Adopted.

The 2021 edition of the International Property Maintenance Code and all amendments thereto, as published by the International Code Council, Inc., is hereby adopted verbatim and incorporated by reference.

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

SECTION XVI. Effective Date. This ordinance shall be effective retroactively from and after January 1, 2023.

RICHLAND COUNTY COUNCIL

BY: _____
Overture Walker, Chair

ATTEST THIS THE ____ DAY
OF _____, 2023

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:
Second Reading:
Public Hearing:
Third Reading:

DRAFT

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

**AUTHORIZING THE ADDITION OF A SURVEY TO FEE-IN-LIEU OF
AD VALOREM TAXES AND INCENTIVE AGREEMENT BY AND
BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, THE RITEDOSE
CORPORATION AND TRC PROPCO, INC.; AND OTHER RELATED
MATTERS.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) entered into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement dated as of December 6, 2022 with the Ritedose Corporation and TRC Propco, Inc. (collectively, the “Sponsor”) pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“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 (the “FILOT Agreement”);

WHEREAS, pursuant to the authority provided under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County (1) created a multicounty park with Fairfield County, South Carolina, more particularly known as the I-77 Corridor Regional Industrial Park (“Park”); (2) executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 (“Park Agreement”), which governs the operations of the Park; and (3) included the Property (as defined below) within the Park’s boundaries;

WHEREAS, pursuant to the FILOT Agreement, the County provided certain credits (“Infrastructure Credits”) against the 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;

WHEREAS, in connection with the FILOT Agreement and the Infrastructure Credits, the Sponsor committed to expand its manufacturing facility in the County consisting of taxable investment in real and personal property of not less than \$81,000,000 and the creation of 94 new, full-time jobs (the “Project”), all within five years of the commencement date;

WHEREAS, the FILOT Agreement identifies certain real property that is subject to the FILOT Agreement (“Property”); and

WHEREAS, the Sponsor has now surveyed a portion of the Property, a copy of which is attached hereto as Attachment A (“Survey”), which Survey shows in more detail such portion of the Property and excludes certain Property from the FILOT Agreement; and

WHEREAS, the Sponsor and the County now wish to amend and restate Exhibit A of the FILOT Agreement to provide a more detailed description of the portion of the Property depicted by the Survey and to exclude a portion of the Property from the Fee Agreement as shown on the Survey; and

WHEREAS, the Sponsor and County desire to add the Survey to Exhibit A to the FILOT Agreement and amend and restate such Exhibit A.

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

Section 1. *Approval of Addition of the Survey to FILOT Agreement.* The amendment and restatement of Exhibit A of the FILOT Agreement in the form attached hereto is approved.

Section 2. *Acknowledgement that the Property is located within the Park.* County Council acknowledges and represents that the Property is within the Park pursuant to Ordinance No. 019-18HR, enacted on April 17, 2028, and no further authorizations are required for the Property to be entitled to the benefits of the FILOT Agreement and the Infrastructure Credits.

Section 3. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development 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 Resolution.

Section 4. *Savings Clause.* The provisions of this Resolution are separable. If any part of this Resolution is, for any reason, unenforceable then the validity of the remainder of this Resolution is unaffected.

Section 5. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Resolution, is, only to the extent of that conflict, repealed.

Section 6. *Effectiveness.* This Resolution is effective upon its execution by the Chair of County Council.

[Signature Page Follows]

APPROVED AND ADOPTED IN A MEETING THIS 12th DAY OF DECEMBER, 2023.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

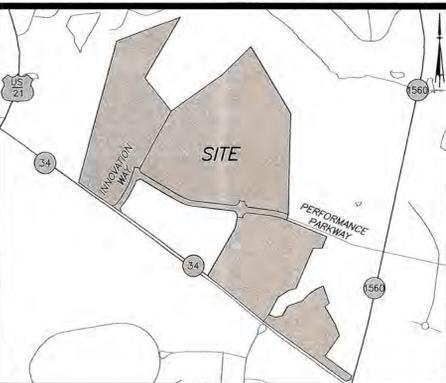
Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

ATTACHMENT A

SURVEY



LOCATION SKETCH (SCALE: 1 INCH = 1,000 FEET)

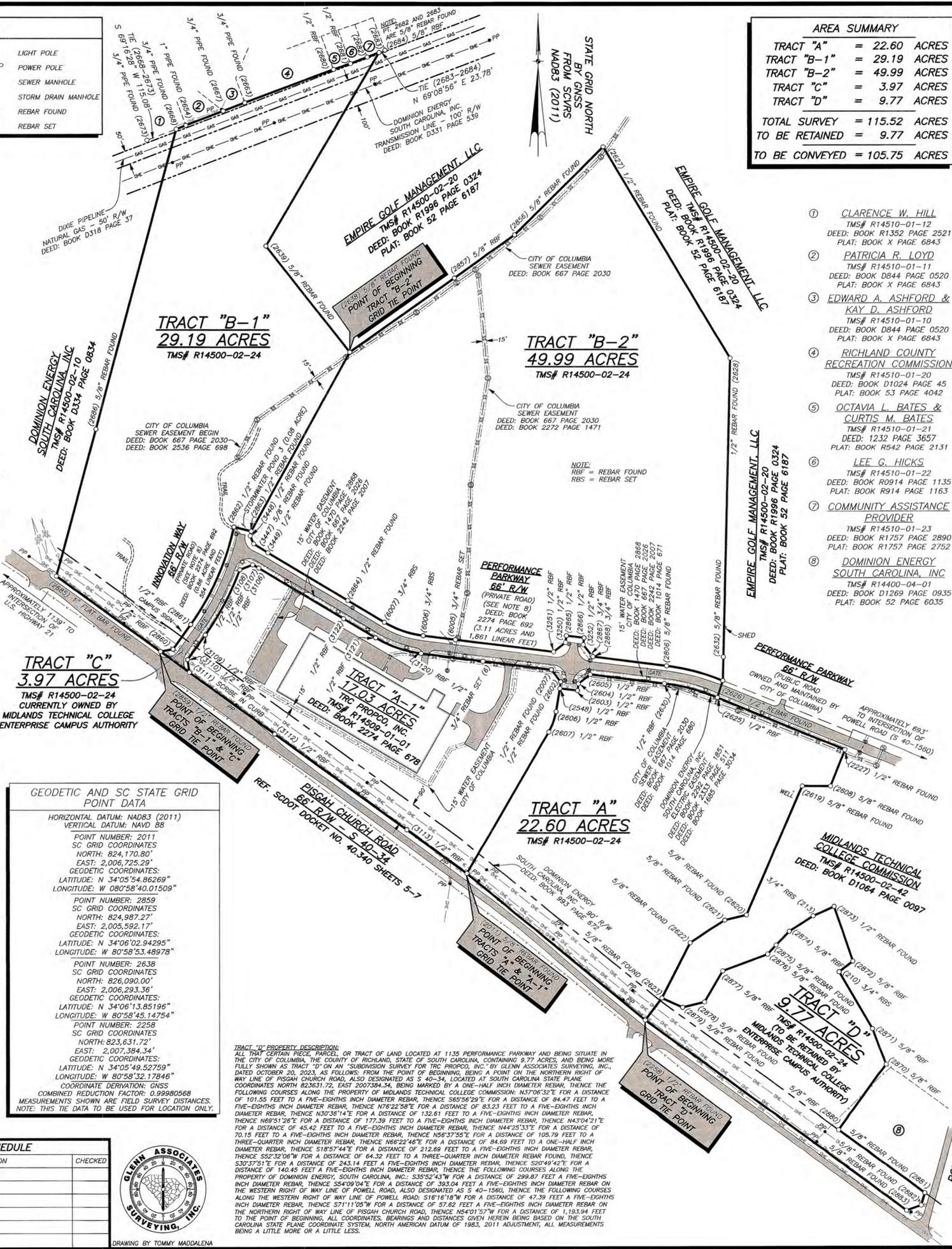
TRACT "A" PROPERTY DESCRIPTION:
 ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LOCATED AT 1135 PERFORMANCE PARKWAY AND BEING SITUATE IN THE CITY OF COLUMBIA, THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, CONTAINING 22.60 ACRES, AND BEING MORE FULLY SHOWN AS TRACT "A" ON AN "SUBDIVISION SURVEY FOR TRC PROPCO, INC." BY GLENN ASSOCIATES SURVEYING, INC., DATED OCTOBER 20, 2023, AS FOLLOWS: FROM THE POINT OF BEGINNING, BEING A POINT ON THE NORTHERN RIGHT OF WAY LINE OF PISHAH CHURCH ROAD, ALSO DESIGNATED AS S 40-34, LOCATED AT SOUTH CAROLINA STATE PLANE COORDINATES NORTH 824,170.80, EAST 2,006,725.29, BEING MARKED BY A FIVE-EIGHTHS INCH DIAMETER REBAR, THENCE THE FOLLOWING COURSES ALONG THE PROPERTY OF TRC PROPCO, INC.: N30°11'27"E FOR A DISTANCE OF 602.82 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE IN A CURVED LINE HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 181°19'49", AN ARC LENGTH OF 79.40 FEET, AND A CHORD BEARING OF N19°41'53"E FOR 79.07 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE N02°20'28"E FOR A DISTANCE OF 87.00 FEET TO A ONE-HALF INCH DIAMETER REBAR ON THE SOUTHERN RIGHT OF WAY LINE OF PERFORMANCE PARKWAY, THENCE THE FOLLOWING COURSES ALONG THE SOUTHERN RIGHT OF WAY LINE OF PERFORMANCE PARKWAY: S25°27'30"E FOR A DISTANCE OF 65.93 TO A ONE-HALF INCH DIAMETER REBAR, THENCE N07°09'59"E FOR A DISTANCE OF 25.54 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE N52°01'07"E FOR A DISTANCE OF 55.91 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE S83°00'13"E FOR A DISTANCE OF 276.31 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE IN A CURVED LINE HAVING A RADIUS OF 716.99 FEET, A CENTRAL ANGLE OF 161°16'58", AN ARC LENGTH OF 203.75 FEET, AND A CHORD BEARING OF S70°01'19"E FOR 203.06 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE S67°30'58"E FOR A DISTANCE OF 143.43 FEET TO A FIVE-EIGHTHS INCH DIAMETER REBAR, THENCE THE FOLLOWING COURSES ALONG THE PROPERTY OF MIDLANDS TECHNICAL COLLEGE COMMISSION: S21°49'56"W FOR A DISTANCE OF 143.43 FEET TO A FIVE-EIGHTHS INCH DIAMETER REBAR, THENCE N89°37'06"W FOR A DISTANCE OF 104.95 FEET TO A FIVE-EIGHTHS INCH DIAMETER REBAR, THENCE S23°31'42"W FOR A DISTANCE OF 228.47 FEET TO A FIVE-EIGHTHS INCH DIAMETER REBAR, THENCE S37°09'52"W FOR A DISTANCE OF 101.58 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE THE FOLLOWING COURSES ALONG THE NORTHERN RIGHT OF WAY LINE OF PISHAH CHURCH ROAD: N50°43'04"W FOR A DISTANCE OF 851.61 FEET TO THE POINT OF BEGINNING, ALL COORDINATES, BEARINGS AND DISTANCES GIVEN HEREIN BEING BASED ON THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, ALL MEASUREMENTS BEING A LITTLE MORE OR A LITTLE LESS.

TRACT "B-1" PROPERTY DESCRIPTION:
 ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LOCATED AT 1135 PERFORMANCE PARKWAY AND BEING SITUATE IN THE CITY OF COLUMBIA, THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, CONTAINING 29.19 ACRES, AND BEING MORE FULLY SHOWN AS TRACT "B-1" ON AN "SUBDIVISION SURVEY FOR TRC PROPCO, INC." BY GLENN ASSOCIATES SURVEYING, INC., DATED OCTOBER 20, 2023, AS FOLLOWS: FROM THE POINT OF BEGINNING, BEING A POINT ON THE NORTHERN RIGHT OF WAY LINE OF PISHAH CHURCH ROAD, ALSO DESIGNATED AS S 40-34, LOCATED AT SOUTH CAROLINA STATE PLANE COORDINATES NORTH 824,827.27, EAST 2,005,921.17, BEING MARKED BY A ONE-HALF INCH DIAMETER REBAR, THENCE ALONG THE NORTHERN RIGHT OF WAY LINE OF PISHAH CHURCH ROAD AND THE PROPERTY OF MIDLANDS TECHNICAL COLLEGE ENTERPRISE CAMPUS AUTHORITY: N45°12'28"E FOR A DISTANCE OF 47.22 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE THE FOLLOWING COURSES ALONG THE PROPERTY OF DOMINION ENERGY SOUTH CAROLINA, INC.: N15°03'43"E FOR A DISTANCE OF 561.45 FEET TO A FIVE-EIGHTHS INCH DIAMETER REBAR, THENCE N15°03'03"E FOR A DISTANCE OF 1,143.47 FEET TO A THREE-QUARTER INCH DIAMETER PIPE ON THE NORTHERN RIGHT OF WAY LINE OF DAVE PIPELINE, THENCE ALONG THE PROPERTY OF PATRICIA R. LOYD N89°01'39"E FOR A DISTANCE OF 147.94 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE ALONG THE PROPERTY OF EDWARD A. ASHFORD AND KAY D. ASHFORD N68°52'24"E FOR A DISTANCE OF 85.69 FEET TO A THREE-QUARTER INCH DIAMETER REBAR, THENCE ALONG THE PROPERTY OF OCTAVIA L. BATES AND CURTIS M. BATES N71°28'19"E FOR A DISTANCE OF 86.09 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE ALONG THE PROPERTY OF LEE G. HICKS N83°47'48"E FOR A DISTANCE OF 147.14 FEET TO A FIVE-EIGHTHS INCH DIAMETER REBAR, THENCE THE FOLLOWING COURSES ALONG THE PROPERTY OF EMPIRE GOLF MANAGEMENT, LLC: S30°25'45"W FOR A DISTANCE OF 826.15 FEET TO A FIVE-EIGHTHS INCH DIAMETER REBAR, THENCE S28°59'35"W FOR A DISTANCE OF 754.09 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE N76°14'44"W FOR A DISTANCE OF 65.73 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE THE FOLLOWING COURSES ALONG THE WESTERN RIGHT OF WAY LINE OF INNOVATION WAY IN A CURVED LINE HAVING A RADIUS OF 967.46 FEET, A CENTRAL ANGLE OF 328°31'45", AN ARC LENGTH OF 395.31 FEET, AND A CHORD BEARING OF S24°01'14"W FOR 393.55 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE S35°42'47"W FOR A DISTANCE OF 111.88 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE S72°54'56"W FOR A DISTANCE OF 47.27 FEET TO THE POINT OF BEGINNING, ALL COORDINATES, BEARINGS AND DISTANCES GIVEN HEREIN BEING BASED ON THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, ALL MEASUREMENTS BEING A LITTLE MORE OR A LITTLE LESS.

TRACT "B-2" PROPERTY DESCRIPTION:
 ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LOCATED AT 1135 PERFORMANCE PARKWAY AND BEING SITUATE IN THE CITY OF COLUMBIA, THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, CONTAINING 49.99 ACRES, AND BEING MORE FULLY SHOWN AS TRACT "B-2" ON AN "SUBDIVISION SURVEY FOR TRC PROPCO, INC." BY GLENN ASSOCIATES SURVEYING, INC., DATED OCTOBER 20, 2023, AS FOLLOWS: FROM THE POINT OF BEGINNING, BEING A POINT ON THE NORTHERN RIGHT OF WAY LINE OF PISHAH CHURCH ROAD, ALSO DESIGNATED AS S 40-34, LOCATED AT SOUTH CAROLINA STATE PLANE COORDINATES NORTH 824,827.27, EAST 2,005,921.17, BEING MARKED BY A ONE-HALF INCH DIAMETER REBAR, THENCE ALONG THE NORTHERN RIGHT OF WAY LINE OF PISHAH CHURCH ROAD AND THE PROPERTY OF MIDLANDS TECHNICAL COLLEGE ENTERPRISE CAMPUS AUTHORITY: N45°12'28"E FOR A DISTANCE OF 47.22 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE THE FOLLOWING COURSES ALONG THE PROPERTY OF DOMINION ENERGY SOUTH CAROLINA, INC.: N15°03'43"E FOR A DISTANCE OF 561.45 FEET TO A FIVE-EIGHTHS INCH DIAMETER REBAR, THENCE N15°03'03"E FOR A DISTANCE OF 1,143.47 FEET TO A THREE-QUARTER INCH DIAMETER PIPE ON THE NORTHERN RIGHT OF WAY LINE OF DAVE PIPELINE, THENCE ALONG THE PROPERTY OF PATRICIA R. LOYD N89°01'39"E FOR A DISTANCE OF 147.94 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE ALONG THE PROPERTY OF EDWARD A. ASHFORD AND KAY D. ASHFORD N68°52'24"E FOR A DISTANCE OF 85.69 FEET TO A THREE-QUARTER INCH DIAMETER REBAR, THENCE ALONG THE PROPERTY OF OCTAVIA L. BATES AND CURTIS M. BATES N71°28'19"E FOR A DISTANCE OF 86.09 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE ALONG THE PROPERTY OF LEE G. HICKS N83°47'48"E FOR A DISTANCE OF 147.14 FEET TO A FIVE-EIGHTHS INCH DIAMETER REBAR, THENCE THE FOLLOWING COURSES ALONG THE PROPERTY OF EMPIRE GOLF MANAGEMENT, LLC: S30°25'45"W FOR A DISTANCE OF 826.15 FEET TO A FIVE-EIGHTHS INCH DIAMETER REBAR, THENCE S28°59'35"W FOR A DISTANCE OF 754.09 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE N76°14'44"W FOR A DISTANCE OF 65.73 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE THE FOLLOWING COURSES ALONG THE WESTERN RIGHT OF WAY LINE OF INNOVATION WAY IN A CURVED LINE HAVING A RADIUS OF 967.46 FEET, A CENTRAL ANGLE OF 328°31'45", AN ARC LENGTH OF 395.31 FEET, AND A CHORD BEARING OF S24°01'14"W FOR 393.55 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE S35°42'47"W FOR A DISTANCE OF 111.88 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE S72°54'56"W FOR A DISTANCE OF 47.27 FEET TO THE POINT OF BEGINNING, ALL COORDINATES, BEARINGS AND DISTANCES GIVEN HEREIN BEING BASED ON THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, ALL MEASUREMENTS BEING A LITTLE MORE OR A LITTLE LESS.

TRACT "C" PROPERTY DESCRIPTION:
 ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LOCATED AT 1135 PERFORMANCE PARKWAY AND BEING SITUATE IN THE CITY OF COLUMBIA, THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, CONTAINING 3.97 ACRES, AND BEING MORE FULLY SHOWN AS TRACT "C" ON AN "SUBDIVISION SURVEY FOR TRC PROPCO, INC." BY GLENN ASSOCIATES SURVEYING, INC., DATED OCTOBER 20, 2023, AS FOLLOWS: FROM THE POINT OF BEGINNING, BEING A POINT ON THE NORTHERN RIGHT OF WAY LINE OF PISHAH CHURCH ROAD, ALSO DESIGNATED AS S 40-34, LOCATED AT SOUTH CAROLINA STATE PLANE COORDINATES NORTH 824,827.27, EAST 2,005,921.17, BEING MARKED BY A ONE-HALF INCH DIAMETER REBAR, THENCE THE FOLLOWING COURSES ALONG THE PROPERTY OF MIDLANDS TECHNICAL COLLEGE ENTERPRISE CAMPUS AUTHORITY: N79°24'58"E FOR A DISTANCE OF 47.27 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE N35°42'47"E FOR A DISTANCE OF 111.88 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE IN A CURVED LINE HAVING A RADIUS OF 967.46 FEET, A CENTRAL ANGLE OF 328°31'45", AN ARC LENGTH OF 395.31 FEET, AND A CHORD BEARING OF N24°01'14"W FOR 393.55 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE S76°14'44"E FOR A DISTANCE OF 65.73 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE S12°23'13"W FOR A DISTANCE OF 17.34 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE S23°19'02"E FOR A DISTANCE OF 31.83 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE S58°14'32"E FOR A DISTANCE OF 343.65 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE S59°26'24"E FOR A DISTANCE OF 157.39 FEET TO A THREE-FOURTHS INCH DIAMETER REBAR, THENCE IN A CURVED LINE HAVING A RADIUS OF 366.94 FEET, A CENTRAL ANGLE OF 275°02'51", AN ARC LENGTH OF 152.68 FEET, AND A CHORD BEARING OF N71°08'17"W FOR 151.58 FEET TO A THREE-QUARTER INCH DIAMETER REBAR, THENCE N52°26'24"W FOR A DISTANCE OF 157.39 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE N59°14'32"W FOR A DISTANCE OF 343.65 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE N57°50'57"W FOR A DISTANCE OF 102.49 FEET TO A FIVE-EIGHTHS INCH DIAMETER REBAR, THENCE N23°15'08"W FOR A DISTANCE OF 17.34 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE N12°23'13"E FOR A DISTANCE OF 17.34 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE N28°59'35"E FOR A DISTANCE OF 754.09 FEET TO THE POINT OF BEGINNING, ALL COORDINATES, BEARINGS AND DISTANCES GIVEN HEREIN BEING BASED ON THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, ALL MEASUREMENTS BEING A LITTLE MORE OR A LITTLE LESS.

TRACT "D" PROPERTY DESCRIPTION:
 ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LOCATED AT 1135 PERFORMANCE PARKWAY AND BEING SITUATE IN THE CITY OF COLUMBIA, THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, CONTAINING 9.77 ACRES, AND BEING MORE FULLY SHOWN AS TRACT "D" ON AN "SUBDIVISION SURVEY FOR TRC PROPCO, INC." BY GLENN ASSOCIATES SURVEYING, INC., DATED OCTOBER 20, 2023, AS FOLLOWS: FROM THE POINT OF BEGINNING, BEING A POINT ON THE NORTHERN RIGHT OF WAY LINE OF PISHAH CHURCH ROAD, ALSO DESIGNATED AS S 40-34, LOCATED AT SOUTH CAROLINA STATE PLANE COORDINATES NORTH 824,827.27, EAST 2,005,921.17, BEING MARKED BY A ONE-HALF INCH DIAMETER REBAR, THENCE ALONG THE NORTHERN RIGHT OF WAY LINE OF PISHAH CHURCH ROAD AND THE PROPERTY OF MIDLANDS TECHNICAL COLLEGE ENTERPRISE CAMPUS AUTHORITY: N45°12'28"E FOR A DISTANCE OF 47.22 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE THE FOLLOWING COURSES ALONG THE PROPERTY OF DOMINION ENERGY SOUTH CAROLINA, INC.: N15°03'43"E FOR A DISTANCE OF 561.45 FEET TO A FIVE-EIGHTHS INCH DIAMETER REBAR, THENCE N15°03'03"E FOR A DISTANCE OF 1,143.47 FEET TO A THREE-QUARTER INCH DIAMETER PIPE ON THE NORTHERN RIGHT OF WAY LINE OF DAVE PIPELINE, THENCE ALONG THE PROPERTY OF PATRICIA R. LOYD N89°01'39"E FOR A DISTANCE OF 147.94 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE ALONG THE PROPERTY OF EDWARD A. ASHFORD AND KAY D. ASHFORD N68°52'24"E FOR A DISTANCE OF 85.69 FEET TO A THREE-QUARTER INCH DIAMETER REBAR, THENCE ALONG THE PROPERTY OF OCTAVIA L. BATES AND CURTIS M. BATES N71°28'19"E FOR A DISTANCE OF 86.09 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE ALONG THE PROPERTY OF LEE G. HICKS N83°47'48"E FOR A DISTANCE OF 147.14 FEET TO A FIVE-EIGHTHS INCH DIAMETER REBAR, THENCE THE FOLLOWING COURSES ALONG THE PROPERTY OF EMPIRE GOLF MANAGEMENT, LLC: S30°25'45"W FOR A DISTANCE OF 826.15 FEET TO A FIVE-EIGHTHS INCH DIAMETER REBAR, THENCE S28°59'35"W FOR A DISTANCE OF 754.09 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE N76°14'44"W FOR A DISTANCE OF 65.73 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE THE FOLLOWING COURSES ALONG THE WESTERN RIGHT OF WAY LINE OF INNOVATION WAY IN A CURVED LINE HAVING A RADIUS OF 967.46 FEET, A CENTRAL ANGLE OF 328°31'45", AN ARC LENGTH OF 395.31 FEET, AND A CHORD BEARING OF S24°01'14"W FOR 393.55 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE S35°42'47"W FOR A DISTANCE OF 111.88 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE S72°54'56"W FOR A DISTANCE OF 47.27 FEET TO THE POINT OF BEGINNING, ALL COORDINATES, BEARINGS AND DISTANCES GIVEN HEREIN BEING BASED ON THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, ALL MEASUREMENTS BEING A LITTLE MORE OR A LITTLE LESS.



GEODETIC AND SC STATE GRID POINT DATA
 HORIZONTAL DATUM: NAD83 (2011)
 VERTICAL DATUM: NAVD 88

POINT NUMBER: 2011
 SC GRID COORDINATES
 NORTH: 824,170.80
 EAST: 2,006,725.29
 GEODETIC COORDINATES:
 LATITUDE: N 34°05'54.86269"
 LONGITUDE: W 08°58'40.01509"

POINT NUMBER: 2859
 SC GRID COORDINATES
 NORTH: 824,987.27
 EAST: 2,005,921.17
 GEODETIC COORDINATES:
 LATITUDE: N 34°06'02.94295"
 LONGITUDE: W 08°58'53.48978"

POINT NUMBER: 2638
 SC GRID COORDINATES
 NORTH: 826,090.00
 EAST: 2,006,293.36
 GEODETIC COORDINATES:
 LATITUDE: N 34°06'13.85196"
 LONGITUDE: W 08°58'45.14754"

POINT NUMBER: 2258
 SC GRID COORDINATES
 NORTH: 823,631.72
 EAST: 2,007,428.59474"
 GEODETIC COORDINATES:
 LATITUDE: N 34°05'49.52759"
 LONGITUDE: W 08°58'32.17846"

COMBINED REDUCTION FACTOR: 0.99980568
 MEASUREMENTS SHOWN ABOVE FIELD SURVEY DISTANCES.
 NOTE: THIS DATA TO BE USED FOR LOCATION ONLY.

TRACT "A" PROPERTY DESCRIPTION:
 ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LOCATED AT 1135 PERFORMANCE PARKWAY AND BEING SITUATE IN THE CITY OF COLUMBIA, THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, CONTAINING 22.60 ACRES, AND BEING MORE FULLY SHOWN AS TRACT "A" ON AN "SUBDIVISION SURVEY FOR TRC PROPCO, INC." BY GLENN ASSOCIATES SURVEYING, INC., DATED OCTOBER 20, 2023, AS FOLLOWS: FROM THE POINT OF BEGINNING, BEING A POINT ON THE NORTHERN RIGHT OF WAY LINE OF PISHAH CHURCH ROAD, ALSO DESIGNATED AS S 40-34, LOCATED AT SOUTH CAROLINA STATE PLANE COORDINATES NORTH 824,170.80, EAST 2,006,725.29, BEING MARKED BY A ONE-HALF INCH DIAMETER REBAR, THENCE ALONG THE NORTHERN RIGHT OF WAY LINE OF PISHAH CHURCH ROAD AND THE PROPERTY OF MIDLANDS TECHNICAL COLLEGE ENTERPRISE CAMPUS AUTHORITY: N45°12'28"E FOR A DISTANCE OF 47.22 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE THE FOLLOWING COURSES ALONG THE PROPERTY OF DOMINION ENERGY SOUTH CAROLINA, INC.: N15°03'43"E FOR A DISTANCE OF 561.45 FEET TO A FIVE-EIGHTHS INCH DIAMETER REBAR, THENCE N15°03'03"E FOR A DISTANCE OF 1,143.47 FEET TO A THREE-QUARTER INCH DIAMETER PIPE ON THE NORTHERN RIGHT OF WAY LINE OF DAVE PIPELINE, THENCE ALONG THE PROPERTY OF PATRICIA R. LOYD N89°01'39"E FOR A DISTANCE OF 147.94 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE ALONG THE PROPERTY OF EDWARD A. ASHFORD AND KAY D. ASHFORD N68°52'24"E FOR A DISTANCE OF 85.69 FEET TO A THREE-QUARTER INCH DIAMETER REBAR, THENCE ALONG THE PROPERTY OF OCTAVIA L. BATES AND CURTIS M. BATES N71°28'19"E FOR A DISTANCE OF 86.09 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE ALONG THE PROPERTY OF LEE G. HICKS N83°47'48"E FOR A DISTANCE OF 147.14 FEET TO A FIVE-EIGHTHS INCH DIAMETER REBAR, THENCE THE FOLLOWING COURSES ALONG THE PROPERTY OF EMPIRE GOLF MANAGEMENT, LLC: S30°25'45"W FOR A DISTANCE OF 826.15 FEET TO A FIVE-EIGHTHS INCH DIAMETER REBAR, THENCE S28°59'35"W FOR A DISTANCE OF 754.09 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE N76°14'44"W FOR A DISTANCE OF 65.73 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE THE FOLLOWING COURSES ALONG THE WESTERN RIGHT OF WAY LINE OF INNOVATION WAY IN A CURVED LINE HAVING A RADIUS OF 967.46 FEET, A CENTRAL ANGLE OF 328°31'45", AN ARC LENGTH OF 395.31 FEET, AND A CHORD BEARING OF S24°01'14"W FOR 393.55 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE S35°42'47"W FOR A DISTANCE OF 111.88 FEET TO A ONE-HALF INCH DIAMETER REBAR, THENCE S72°54'56"W FOR A DISTANCE OF 47.27 FEET TO THE POINT OF BEGINNING, ALL COORDINATES, BEARINGS AND DISTANCES GIVEN HEREIN BEING BASED ON THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, ALL MEASUREMENTS BEING A LITTLE MORE OR A LITTLE LESS.

AREA SUMMARY

TRACT "A" = 22.60 ACRES
 TRACT "B-1" = 29.19 ACRES
 TRACT "B-2" = 49.99 ACRES
 TRACT "C" = 3.97 ACRES
 TRACT "D" = 9.77 ACRES

TOTAL SURVEY = 115.52 ACRES
 TO BE RETAINED = 9.77 ACRES
 TO BE CONVEYED = 105.75 ACRES

TRACT "A" 22.60 ACRES

PT-PT	BEARING	DISTANCE
2011-2607	N 30°11'27" E	602.82'
2607-2606	SEE CURVE TABLE	
2606-2548	N 09°20'28" E	87.00'
2548-2603	S 82°57'30" E	65.93'
2603-2604	N 07°09'59" E	25.54'
2604-2605	N 52°01'07" E	55.91'
2605-2630	S 83°00'13" E	276.31'
2630-2625	SEE CURVE TABLE	
2625-2227	S 67°44'38" E	509.81'
2227-2609	S 21°49'56" W	143.43'
2609-2619	N 89°37'06" W	104.95'
2619-2620	S 23°31'42" W	516.50'
2620-2621	S 76°14'44" W	83.09'
2621-2622	S 56°40'31" W	152.48'
2622-2623	S 27°31'42" W	228.47'
2623-2258	S 37°06'32" W	101.58'
2258-2011	N 50°43'04" W	851.61'

TRACT "B-1" 29.19 ACRES

PT-PT	BEARING	DISTANCE
2859-2865	N 54°11'28" W	474.22'
2865-2866	N 15°03'43" E	561.45'
2866-2868	N 15°03'03" E	1,143.47'
2868-2864	N 68°38'01" E	38.90'
2864-2867	N 69°01'39" E	147.94'
2867-2663	N 68°52'24" E	85.69'
2663-2680	N 69°40'11" E	350.20'
2680-2681	N 71°25'19" E	66.09'
2681-2682	N 68°37'48" E	66.14'
2682-2683	N 68°41'24" E	47.14'
2683-2639	S 30°25'45" W	826.15'
2639-2638	S 38°30'06" W	754.09'
2638-2863	S 28°59'35" W	754.09'
2863-2862	N 76°14'44" W	65.73'
2862-2861	SEE CURVE TABLE	
2861-2860	S 35°42'47" W	111.88'
2860-2859	S 79°24'56" W	47.27'

TRACT "C" 3.97 ACRES

PT-PT	BEARING	DISTANCE
2860-2860	N 79°24'56" E	47.27'
2860-2861	N 35°42'47" E	111.88'
2861-2862	SEE CURVE TABLE	
2862-2863	S 76°14'44" E	65.73'
2863-3448	S 12°23'13" W	17.34'
3448-3447	S 23°13'08" E	31.93'
3447-3449	S 57°50'57" E	62.49'
3449-2864	S 59°14'32" E	343.65'
2864-6007	S 59°26'24" E	157.39'
6007-6006	SEE CURVE TABLE	
6006-6005	S 82°58'16" E	119.89'
6005-3251	S 82°58'16" E	366.25'
3251-3250	N 52°01'57" E	55.67'
3250-2865	N 07°09'59" E	25.47'
2865-2866	S 83°12'35" E	66.00'
2866-3252	S 07°08'53" E	50.87'
3252-2867	S 38°32'02" W	50.87'
2867-2868	S 47°18'40" E	5.98'
2868-2806	S 82°53'53" E	274.56'
2806-2626	SEE CURVE TABLE	
2626-2625	S 17°40'13" W	66.11'
2625-3026	SEE CURVE TABLE	
3026-2605	N 83°00'13" W	276.31'
2605-2604	S 82°00'57" W	55.91'
2604-2603	S 07°09'59" W	25.54'
2603-2548	N 07°29'52" E	65.93'
2548-2602	N 07°29'52" E	25.20'
2602-2007	N 37°48'07" W	56.17'
3109-3108	SEE CURVE TABLE	
2806-2868	N 82°53'53" W	274.56'
3108-3107	N 68°37'34" E	50.56'
3107-3106	SEE CURVE TABLE	
3106-3122	S 59°16'30" E	364.27'
3122-3121	S 59°16'20" E	137.89'
3121-3120	SEE CURVE TABLE	
3120-6	S 82°58'31" E	230.96'
6-2007	S 82°59'07" E	254.94'
2007-2602	S 37°48'07" E	56.17'
6005-6006	S 37°48'07" W	119.89'
6006-6007	SEE CURVE TABLE	
6007-2864	S 59°26'24" W	157.39'
2864-3449	S 59°14'32" W	343.65'
3449-3447	S 57°50'57" W	62.49'
3447-3448	N 23°13'08" E	31.93'
3448-2863	N 12°23'13" E	17.34'
2863-2839	N 28°59'35" E	754.09'

EXISTING TRC PROPCO, INC. PROPERTY TRACT "A-1" 17.03 ACRES

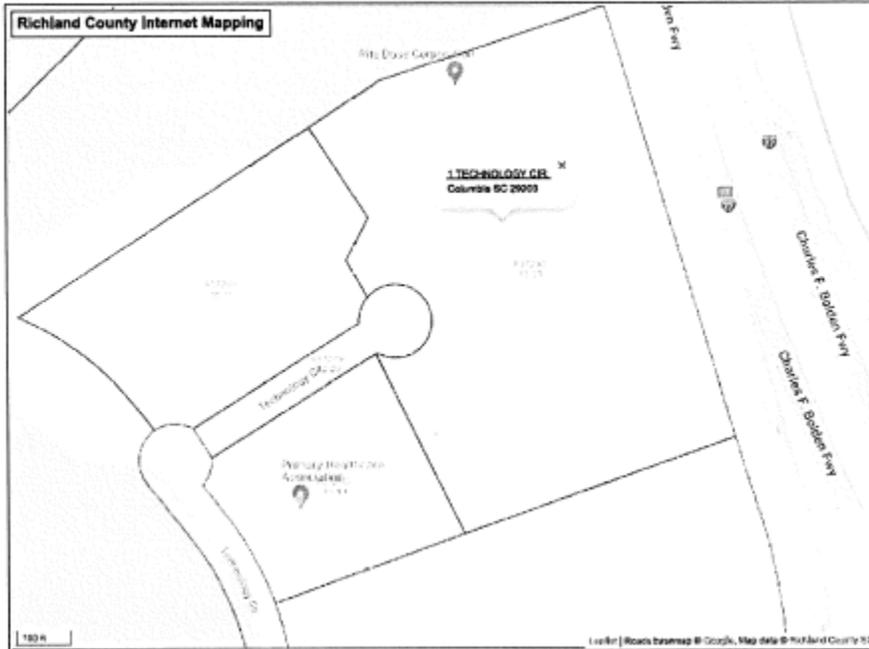
PT-PT	BEARING	DISTANCE
2011-3113	N 54°16'51" W	273.99'
3113-3112	N 54°12'32" W	602.31'
3112-3111	N 54°13'53" W	388.96'
3111-3110	N 07°46'23" W	47.77'
3110-3109	N 35°41'41" E	111.97'
3109-3108	SEE CURVE TABLE	
3108-3107	N 68°37'34" E	50.56'
3107-3106	SEE CURVE TABLE	
3106-3122	S 59°16'30" E	364.27'
3122-3121	S 59°16'20" E	137.89'
3121-3120	SEE CURVE TABLE	
3120-6	S 82°58'31" E	230.96'
6-2007	S 82°59'07" E	254.94'
2007-2602	S 37°48'07" E	56.17'
6005-6006	S 37°48'07" W	119.89'
6006-6007	SEE CURVE TABLE	
6007-2864	S 59°26'24" W	157.39'
2864-3449	S 59°14'32" W	

EXHIBIT A

AMENDED AND RESTATED EXHIBIT A TO FEE AGREEMENT

Parcel 1:

1 Technology Circle, Columbia, South Carolina 29203. Tax Map No. R17200-02-20.



Parcel 2:

Approximately 17.03 acres N/S of Pisgah Church Road, Columbia, South Carolina, Tax Map No. R14509-01-01, depicted as Tract “A-1” on that certain Survey for TRC Propco, Inc. by Glen Associates Surveying, Inc. dated _____, 2023 recorded in the Richland County Register of Deeds in Book __, Page __ (the “Survey”).

Parcel 3:

1135 Performance Parkway, Columbia, South Carolina, a portion of Tax Map No. R14500-02-24 consisting of (1) 22.60 acres depicted as Tract “A”; (2) 79.18 acres depicted as Tract “B”; and (3) 3.97 acres depicted as Tract “C” on the Survey. The 9.77 acres depicted on the Survey as Tract “D” of Tax Map No. R14500-02-24 is excluded.

Exhibit A and hereby approved, or with such revisions thereto as are not materially adverse to the County and as shall be approved by the officials of the County executing the same.

Section 3. Authorization. The County Council authorizes the Chairman of the County Council, the County Administrator, for and on behalf of the County, to take whatever further actions as may be reasonably necessary and prudent to effect the intent of this Resolution.

Section 4. Severability. Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

Section 5. Repealer Clause. All orders, resolutions, or any parts of either, in conflict with this Resolution are, to the extent of that conflict, repealed. This Resolution is effective and remains in effect as of its adoption by the County Council.

APPROVED AND ADOPTED IN A MEETING THIS 12th DAY OF DECEMBER, 2023.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman
Richland County Council

Richland County Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

EXHIBIT A

**Form of Joinder Agreements
FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement dated August 29, 2023 (“Fee Agreement”), between Richland County, South Carolina (“County”) and [] (“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; (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; (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 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: _____

RICHLAND COUNTY ATTORNEY'S OFFICE

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

SOUTH CAROLINA

)

)

RICHLAND COUNTY

)

A RESOLUTION

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BETWEEN RICHLAND COUNTY AND PROJECT SHREDS; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”) to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”) with respect to economic development property, as defined in the Act;

WHEREAS, Project Shreds, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to expand a manufacturing facility in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$24,400,000 in taxable real and personal property and the creation of approximately 40 new, full-time equivalent jobs; and

WHEREAS, as an inducement to the Sponsor to locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property, as defined in the Act.

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

Section 1. This Resolution is an inducement resolution for this Project for purposes of the Act.

Section 2. County Council commits to negotiate the Agreement, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property. The further details of the FILOT Payments and the agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 3. County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

Section 4. This Resolution is effective after its approval by the County Council.

RESOLVED: December 12, 2023

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland 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

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

Notes:

First Reading:
Second Reading:
Third Reading:
Public Hearing:

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT SHREDS TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County more particularly known as the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, Project Shreds (“Sponsor”), desires to expand a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$24,400,000 and the creation of 40 new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes 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: December 12, 2023
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

PROJECT SHREDS

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [_____, 2024]

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project Shreds	
Project Location		
Tax Map No.		
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 	30 years	1.1
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 	\$24,400,000	1.1
<ul style="list-style-type: none"> • Investment Period 	First day of any purchase or acquisition of Economic Development Property through five-year anniversary of Commencement Date	1.1
<ul style="list-style-type: none"> • Assessment Ratio 	6%	4.1
<ul style="list-style-type: none"> • Millage Rate 	.4753	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 	See Exhibit E	6.1 and Exhibit E
Multicounty Park	I-77 Corridor Regional Business Park (Richland/Fairfield)	
Infrastructure Credit	Yes	
<ul style="list-style-type: none"> • Brief Description 	20% per year for 10 years	
<ul style="list-style-type: none"> • Credit Term 	10 years	
<ul style="list-style-type: none"> • Claw Back Information 	See Exhibit E	
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of _____, 2024, 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 SHREDS** (“*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 expand a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$24,400,000 and the creation of 40 new, full-time jobs;

(d) By an ordinance enacted on _____, 2024, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to expand its Facility in the County.

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

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$24,400,000.

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

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

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

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

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

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

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

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

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement, as may be supplemented or amended.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1 of this Fee Agreement.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2058, the Final Termination Date is expected to be January 15, 2029, 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, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

“Net FILOT Payment” means the FILOT Payment net of the Infrastructure Credit.

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“Sponsor” means Project Shreds and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“Sponsor Affiliate” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“State” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the County. The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii)

the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” on December 12, 2023 by adopting an Inducement Resolution, as defined in the Act.

(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, 2025, 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 475.3 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.

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

ARTICLE IX SPONSOR AFFILIATES

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

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

**ARTICLE X
MISCELLANEOUS**

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

IF TO THE SPONSOR:

Project Shreds
[To be provided]

WITH A COPY TO (does not constitute notice):

Haynsworth Sinkler Boyd, P.A.
Attn: Will Johnson
P.O. Box 11889
Columbia, South Carolina 29201

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

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

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, including specifically the obligations arising under Section 8.3 of this Fee Agreement, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

PROJECT SHREDS

By: _____
Its: _____

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

**EXHIBIT A
PROPERTY DESCRIPTION**

[TO BE PROVIDED]

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [COMPANY] (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

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

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

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

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

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

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

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

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

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

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

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

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

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

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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

20% PER YEAR FOR 10 YEARS

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

Repayment Amount = Total Received x Claw Back Percentage

Claw Back Percentage = 100% - Investment Achievement Percentage

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement

For example, and by way of example only, if the County granted \$100,000 in Infrastructure Credits, and \$19,520,000 had been invested at the Project by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Investment Achievement Percentage = \$19,520,000/\$24,400,000 = 80%

Claw Back Percentage = 100% - 80% = 20%

Repayment Amount = \$100,000 x 20% = \$20,000

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:

Richland County First Steps Partnership Board: Richland Library Appointee

Notes:

December 5, 2023 – The Rules and Appointments Committee recommended appointing Ms. Lee Patterson to the Richland County First Steps Partnership Board, as the Richland Library’s representative.



**Richland County Council
Boards, Commissions and Committees Vacancies**

Richland County Council will accept applications through January 12, 2024 at 5:00 PM for Service on the following Boards, Commissions or Committees:

1. Accommodations Tax Committee – Four (4) Vacancies (**ONE** applicant must have a background in the lodging industry, **TWO** applicants must have a background in the hospitality industry, and **ONE** applicant must have a cultural background)
2. Building Codes Board of Appeals – Eight (8) Vacancies (**ONE** applicant must be from the Architecture Industry, **ONE** applicant must be from the Gas Industry, **ONE** applicant must be from the Building Industry, **ONE** applicant must be from the Contracting Industry, **ONE** applicant must be from the Plumbing Industry, **ONE** applicant must be from the Electrical Industry, and **TWO** applicants must be from Fire Industry as alternates)
3. Board of Zoning Appeals – One (1) Vacancy
4. Business Service Center Appeals Board – Three (3) Vacancies (**ONE** applicant must be from the Business Industry and **TWO** applicants must be CPAs)
5. Central Midlands Regional Transit Authority – One (1) Vacancy
6. Hospitality Tax Committee – Three (3) Vacancies (**TWO** applicants must be from the Restaurant Industry)
7. Lexington Richland Alcohol and Drug Abuse Council – Two (2) Vacancies
8. Richland Memorial Hospital Board – Four (4) Vacancies

The Rules and Appointments committee will tentatively start the interview process in February 2024 with recommendations for appointments following thereafter.

Please visit www.richlandcountysc.gov to submit an online application for the board, commission or committee you are interested in serving on. Please note the dates and times that particular board, commission or committee meets to ensure your availability to attend those meetings prior to submitting your application. Once you have submitted the application and resume, the Clerk of Council's Office will contact you to schedule a brief interview with the Rules and Appointments Committee. Interviews take place on Tuesdays afternoon.

You are **strongly encouraged to speak with your Council District Representative** and to visit www.richlandcountysc.gov to learn more about the board, commission or committee you are interested in serving on prior to applying. If you need additional information, please contact the Richland County Clerk to Council Office at (803) 576-2060 or by e-mail at rccoco@richlandcountysc.gov.

ACCOMMODATIONS TAX ADVISORY COMMITTEE

Purpose(s)/Service(s): The committee was created by the Richland County Council on January 22, 1985, according to State law, to make recommendations and provide advisory assistance to the County Council on the expenditure of revenue generated from the Accommodations Tax as required by Article 6, Title 12, Chapter 35 South Carolina Code of Laws.

The Committee consists of **SEVEN (7)** members appointed for **TWO (2)** year terms. The majority of the members are from the Hospitality Industry. **At least TWO (2)** members must be from the Lodging Industry and **ONE (1)** member must represent the cultural organizations. Members shall not serve more than **TWO (2)** consecutive terms; however, upon service of **TWO (2)** consecutive terms a member may be eligible for reappointment after **ONE (1)** year of non-service.

The committee meets twice during normal working hours in March/April at 2020 Hampton Street. The date(s) to be determined based on membership availability. The first meeting may last up to **SIX (6)** hours. The second may last up to **TWO (2)** hours. The members are expected to review applications over a 4-week period, which can take approximately **FIFTEEN (15)** hours. The total time commitment may be up to **TWENTY-THREE (23)** hours.

BOARD OF ZONING AND APPEALS

Purpose(s)/Service(s): The Board guides development in accordance with existing and future needs, the Comprehensive Plan, with reasonable consideration of the characters of each, and its peculiar suitability for particular uses.

Council appoints **SEVEN (7)** members for **THREE (3)** year terms. Members shall not serve more than **TWO (2)** consecutive terms; however, upon service of **TWO (2)** consecutive terms a member may be eligible for reappointment after **ONE (1)** year on non-service.

Meetings are held on the 1st Wednesday of each month at 3:00 PM in Council Chambers located at 2020 Hampton Street, and last approximately 2 ½ hours.

Preferred Qualities:

- Ability to listen and communicate;
- Be fair and open-minded;
- Analytical;
- Prepared; and
- Consistent with policies of the Land Development Code

BUILDING CODES BOARD OF APPEAL

Purpose(s)/Service(s): Richland County Ordinance, Section 6-75 establishes a Board of Appeals that meets the requirements of the most prescriptive adopted building codes mandated by the South Carolina Building Code Council, thus facilitates all matters/areas of building code appeals that may come before them. Appeals to decisions made by the building official are referred to the Board by the Building Official. The Board shall hear and decide appeals of orders, decisions, or determinations made by the Building or Fire Official relative to the application and interpretation of the various codes adopted. After a hearing, the interpretation may be modified and/or reversed. The Board shall have no authority to waive the requirements of any currently adopted code dealing with existing or proposed structures within Richland County.

The Board consists of **SEVEN (7)** members appointed by Council. **ONE (1)** member must come from each of the following industries: Architecture, Engineering, Contracting, Building, Electrical, Plumbing and Gas. In addition, **TWO (2)** alternate members must come from the Fire Industry. The Board shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction, and are not employees of the jurisdiction. The members serve **THREE (3)** year terms. Members shall not serve more than **TWO (2)** consecutive terms; however, upon service of **TWO (2)** consecutive terms a member may be eligible for reappointment after **ONE (1)** year of non-service.

The Board shall meet within **TEN (10)** days after notice of an appeal is received from the Building or Fire Official. Meetings are usually scheduled on the 2nd Thursday of the month at 1:30 PM.

Required Experience:

- Registered design professional who is a registered architect; or a builder or superintendent of building construction with not less than 10 years' experience, 5 years of which shall have been responsible/in charge of work.
- Registered design professional with structural engineering or architectural experience.
- Registered design professional with mechanical and plumbing engineering experience; or a mechanical and plumbing contractor without less than 10 years' experience, 5 years of which shall have been responsible/in charge of work.
- Registered design professional with electrical engineering experience; or an electrical contractor with not less than 10 years' experience, 5 years of which shall have been responsible/in charge of work.
- Registered design professional with fire protection engineering experience; or a fire protection contractor with not less than 10 years' experience, 5 years of which shall have been responsible/in charge of work

****All professionals must be registered in the State of South Carolina.**

BUSINESS SERVICE CENTER APPEALS BOARD

Purpose(s)/Service(s): The Richland County Business Service Center Appeals Board shall serve as the appeals function expounded in the Richland County Code of Ordinances, Chapter 16, Article I. The Board will hear appeals resulting from any person aggrieved by a final assessment, charge backs from an audit, or a denial of a business license by the License Official. In that capacity and as a finder of fact, the Appeals Board shall have the following responsibilities:

- Adopting procedures relating to the execution of the Appeal Board's function;
- Receiving written appeals from businesses;
- Holding meetings to receive testimony by the business, the Business Service Center official, and any other official approved by the Appeals Board;
- Reviewing and analyzing the information presented in the testimonies provided;
- Making a factual conclusion as to the issue in question based on the review and analysis; and
- Writing a formal determination regarding the decision made as to the issue in question.

The Board consists of **FIVE (5)** members. The Board traditionally is comprised of no more than **THREE (3)** and no less than **TWO (2)** Certified Public Accountants, no more than **TWO (2)** and no less than **ONE (1)** member of the SC Bar Association, and no more than **TWO (2)** and no less than **ONE (1)** business person. The members serve **FOUR (4)** year terms. A member may be reappointed for a consecutive second term. After this second term, a member may be reappointed for a third term, but only after **TWO (2)** years have elapsed from the last day of the last term served.

A business person is defined as a local business owner, or someone who is part of the executive leadership team of a larger corporation like a CEO (Chief Executive Officer), CFO (Chief Financial Officer), or COO (Chief Operating Officer) that is physically located inside unincorporated Richland County. An ideal candidate, would be someone who is familiar with business licensing and what that process entails.

CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY (RTA) BOARD

Purpose(s)/Service(s): The primary purpose of the Board of Directors is to promote transportation opportunities for all citizens within Richland County and a limited service area in Lexington County.

Richland County has **THREE (3)** representatives to the Board: **TWO (2)** elected officials and **ONE (1)** citizen. Each representative will serve a **THREE (3)** year term. Members shall not serve more than **TWO (2)** consecutive terms; however, upon service of **TWO (2)** consecutive terms a member may be eligible for reappointment after **ONE (1)** year on non-service.

Board meetings are held the 4th Wednesday of each month at 3613 Lucius Road at 12:00 PM and last approximately 2 hours.

Preferred Experience:

- Knowledge of transportation; finance services/management; governance, audit and/or operational risk assessment and management; grant and/or contract administration; communications/public relations; and legal.
- Be able to devote, on average, 5-10 hours per month to attend Board meetings, standing committee meetings, and to review agenda materials;

- Bring a broad range of knowledge and depth of experience from their chosen business or profession, as well as an understanding of the principles and values of the COMET and the communities it serves;
- Possess a fundamental understanding of their role and responsibility to the Board. The members' primary responsibility is to act at all times in the best interests of the COMET, the Board, staff and serviced communities;
- Possess integrity, be willing to articulate his/her views frankly, be able to work productively with others, and have the ability and willingness to commit the time and effort required;
- Represent the interest of their appointing body while endeavoring to achieve regional consensus;
- Fiduciary responsibility to vote for the best interests of the region and not those of their appointing body;
- Able to work cooperatively in a multi-jurisdictional setting;
- Able to attend Board and standing committee meetings consistently;
- Responsible for informing their respective jurisdictions of key issues, facilitating communication between those entities and the COMET, and helping build consensus;
- Participate in the COMET Leadership Academy;
- Provide value and expertise on improving transportation and mobility within the region.
- A core knowledge of the transportation sector, and the concepts, principles and values of the COMET;
- Ability to act without a real or perceived conflict of interest that could reasonably be perceived to conflict with the individual's responsibility to act in the best interests of the Board;
- Stature in the individual's chosen business or profession, or community involvement;
- Willingness to ask probing questions and challenge management within the appropriate governance context;
- Ability to operate "as a team" at the Board level and "speak with one voice" once a full discussion has been undertaken and a decision has been made by the Board;
- Ability to review and examine budgets to ensure projected expenses and income are realistically comprehensive and assess the implications of financial and audit reports;
- Ability to bring a perspective of external business, social and regional issues to the deliberations of the Board;
- Ability to use tact, discretion and sound independent judgment;
- Ability to communicate effectively, both orally and in writing;
- High ethical standards;
- Willingness to adhere to protocols and policies regarding staff and personnel operations and communications;
- A commitment to continuous learning to maintain a knowledge of potential changes and trends facing the future of the COMET and transportation industry, best practices and policies (via webinars, local, regional and national conferences);
- An understanding of governance and the fiduciary duties and responsibilities of both a Board of Directors as well as of individual members (in particular – a comfort level with the principles of the by-laws under which the Board operates); and
- Ability to provide leadership, strategic direction and oversight.

Board Member Mission and Commitment:

- Willingness to make a real contribution to the COMET and the communities it serves;
- Commitment to the COMET strategic objectives, vision, mission and values;
- Willingness to participate in COMET related activities including utilizing the transportation services provided by the COMET, such as occasionally riding the bus;

- Willingness to act in the best interests of the COMET and the communities it serves independently of any particular interest arising as a result of any previous, existing or future relationship with the COMET staff, Board of Directors, or the suppliers; and
- Willingness to stay informed, available, and engaged as well as to attend meetings and represent the Board or its interests in the public.

HOSPITALITY TAX COMMITTEE

Purpose(s)/Service(s): The Committee shall review applications of those entities who are seeking funding from the County Promotions portion of the Hospitality Tax funds. The Committee will then make recommendations to County Council for the allocation and distribution of such funds.

The Committee shall consist of **FIVE (5)** members appointed for **TWO (2)** year terms, or until a successor is appointed. All members must be citizens residing in the County. At least **TWO (2)** members must represent the Restaurant Industry. Members shall not serve more than **TWO (2)** consecutive terms; however, upon service of **TWO (2)** consecutive terms a member may be eligible for reappointment after **ONE (1)** year of non-service.

The Committee meets twice during normal working hours in March/April at 2020 Hampton Street. The date(s) to be determined, based on membership availability. The first meeting may last up to **SIX (6)** hours. The second may last up to **TWO (2)** hours. The members are expected to review applications over a 4-week period, which can take approximately **TWENTY-FIVE (25)** hours. The total time commitment may be up to **THIRTY-THREE (33)** hours.

Preferred Attributes: Members of the committee must be interested citizens residing in the County.

LEXINGTON/RICHLAND ALCOHOL AND DRUG ABUSE COUNCIL

Purpose(s)/Service(s): The Council was established pursuant to Ordinance Nos. 439-77HR and 669-80HR. LRADAC provides alcohol and drug abuse services to Lexington and Richland Counties. The services include a **SIXTEEN (16)** bed detoxification center, outpatient services, including therapy to individuals, family members, and people interested in helping someone with a problem. It also offers education and prevention services to community groups, individuals and schools.

Richland County Council appoints **SIX (6)** members, and the Lexington County Council appoints **SIX (6)** members for **THREE (3), THREE (3)** year terms. A person who has served **THREE (3)** consecutive terms on the board is ineligible for re-appointment for an additional term unless a period of at least **TWO (2)** years has lapsed since the expiration of the person's last term. Each board member shall serve until his/her successor is elected and qualified. All terms begin January 1st and ends on December 31st.

Meetings are held the 2nd Thursday of every month; however, there are no meetings in January and July. Meetings take place at 2711 Colonial Drive, Columbia at 12 Noon and last for approximately an hour.

The board membership shall consist of a diverse mix of individuals including age, gender, race, background expertise, a balance of those who are and are not in substance misuse recovery, and have a passion for LRADAC's service and mission.

Preferred Qualities:

- Motivation to serve LRADAC and sincere interest in the services provided by the organization.
- Commitment to the mission of the organization, which is to create and support pathways for prevention and recovery from substance misuse for individuals, families and communities.
- Eagerness to participate in Board meetings and committees, while being supportive and willing to express their own opinion.
- A vision, but is flexible to the possibilities of change.
- Sensitive to the communities in which the organization serves.
- Highly regarded and respected by others. Influential member of the organization and/or community.
- Able to strengthen the organization because of the expertise they bring to the business and/or professional background.
- An expert specific to the organization's field, donor committed to the cause, or community leader able to attract support.
- Informed, available and engaged; willing to attend meetings and represent the organization or its interests at community events and donor circles; willing to help bring in necessary resources.
- Conscientious steward who is as interested in the business of developing the organization and monitoring its health as they are in promoting its programs.

PLANNING COMMISSION

Purpose(s)/Service(s): The Commission was established pursuant to 14-355, 1971 Code of Laws and Section 2-326 of the County Code. The Planning Commission plans programs for the physical, social, and economic growth, development and redevelopment of the unincorporated areas of Richland County.

The Commission shall consist of not less than **FIVE (5)** or more than **NINE (9)** members for a term of **FOUR (4)** years. Any person who is appointed to the commission after September 1, 2006 must reside in Richland County. In appointing members to the commission, Council shall give due consideration as to whether applicants live in an unincorporated or incorporated area of the County. Members shall not serve more than **TWO (2)** consecutive terms; however, upon service of **TWO (2)** consecutive terms a member may be eligible for reappointment after **ONE (1)** year of non-service.

Meetings are held the 1st Monday of the month in Council Chambers located at 2020 Hampton Street at 3:00 PM and last approximately 2-2 ½ hours.

Preferred Qualities:

- Ability to listen;
- Knowledge/understanding of issues facing the community;
- Open-minded;
- Ability to communicate;
- Analytical;
- Understanding of Planning, Land Use and Land Development;
- Ability to be consistent with policies/plans adopted by Council



RICHLAND MEMORIAL HOSPITAL BOARD OF TRUSTEES
(PRISMA HEALTH)

Purpose(s)/Service(s): The Board was established pursuant to Act 830 of 1971, Act 1485 of 1974, Act 430 of 1975, and Sections 2-326/2-328 of the County Code.

The Board consists of FOURTEEN (14) members appointed by County Council for FOUR (4) year terms, renewable for a 2nd term of FOUR (4) years, and after an interval of at least ONE (1) year, for a 3rd and last term of FOUR (4) years, provided; however, an initial appointment for the unexpired portion of any term shall not count as an appointment for a full term. Additionally, the Chief and Vice Chief of Prisma Health Richland Hospital Campus Executive Committee of the Medical and Dental Staff serve ex-officio as full voting members of the Board during their term of office.

The Board has quarterly business meetings (March, June, September and December) that typically last 3 hours, and quarterly Board education sessions (February, April, August and October) lasting approximately 2 hours. The meetings are held at 9 Medical Park – Suite 200A at 3:00 PM.

Richland County Council Request for Action

Subject:

I move that Council establishes written guidelines regarding the number of proclamations and acknowledgement resolutions that can be presented at County Council meetings.

Notes:

December 5, 2023 – The Rules and Appointments Committee recommended not establishing any rules of procedures related to resolutions or proclamations; however, to request the Clerk to Council provide informal guidelines to Council.

Richland County Council Request for Action

Subject:

FY2024-2025 Community Impact Grants Application

Notes:

December 5, 2023 – The Community Impact Grants Committee made the following recommendations:

Application:

1. Item #13 – “Benefit to the Community” – Include more specific language regarding districts and/or zip codes. This will streamline questions from other Council members and constituents;
2. Item 14 – “Sustainability” – Request the specific amounts regarding the organization and its other funding sources.
3. Item #15 – “Partnerships/Community Support” – Describe the type of partnerships they have so we know they are working with a specific organization to provide “x, y, and z” services.
4. Item #16 – “Outcomes” – Provide specific measurable goals and objectives.

Community Partners:

1. Fund up to ten community partners in three-year cycles;
2. Include a statement that Council has a general objective to, over time, see a reduction of Community Impact Grant recipient’s dependence on community impact grants.



COMMUNITY IMPACT GRANT GUIDELINES

FY2025 (July 1, 2024 – June 30, 2025)

Grant Cycle will open January 1, 2024

Application must be submitted in

ZoomGrants Grant Due Date: February 4, 2024

No later than 11:59 PM

PROGRAM DESCRIPTION

Pending budget approval, Richland County Council set aside up to \$1,830,000 of the General Operating Fund for the Community Impact Grant (CIG) Fund for fiscal year 2025. Up to Sixty percent (\$1,098,000) of CIG funds will be allocated to identified Community Partners listed at the end of this document. Up to forty percent (\$732,000) will be allocated for competitive grants as described in this document. This amount may be reduced to incur any costs for grant application evaluation. This program is designed to provide financial support to organizations and agencies that carry out community-based programs and/or services throughout Richland County. In keeping with the mission of Richland County Government, this program attempts to encourage organizations to continue to offer innovative and much needed services that enhance the quality of life for all citizens of this County.

DISCRETIONARY GRANT TIMELINE

Request for Applications:	January 1 – February 4, 2024
Application Due Date:	February 4, 2024, 11:59 pm
Community Impact Grant Recommendations	With FY 2025 Budget Consideration
Grant Award Notifications:	June 28, 2025
Quarterly Reports by Recipients:	Due by October 31, 2024, January 31, 2025, April 30, 2025
Final Reports from Recipients:	Due by July 31, 2025

PROGRAM ELIGIBILITY AND DESIGN

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

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

The program fund is set up as follows

- Up to sixty percent of the annual County allocation shall be distributed to Groups identified by Council as Community Partners. Community Partners must submit an annual application indicating the requested amount and proposed use of funds along with all other application data. Community partners are not eligible for competitive grant funding.
- Up to forty percent of the annual County allocation shall be distributed based upon competitive grant applications.
- Organizations can apply for funding up to \$50,000 for only one project. Projects that focus on multiple impact areas are only eligible for one grant. Organizations may only submit one application annually.

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

PROGRAM REQUIREMENTS

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

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

- The activity meets service-type activities outlined in the organization’s mission, long-range plans, goals and

objectives.

- The activity, in whole or in part, provides opportunities for underserved populations in Richland County.
- The activity provides solutions by way of systems or approaches that can prevent, mitigate or resolve individual, family, or community problems as outlined in the categories of the application.

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

- Fundraising Projects
- Debt Reduction
- Endowment Development
- Medical Research
- Conference Travel
- Conference Underwriting or Sponsorship
- Gift Cards
- Regular budgeted operating expenditures
- Asset purchases
- CIG Awards may be funded in whole or in part by SLFRF funds authorized by the ARPA. As such SLFRF funds cannot be used to replenish financial reserves, satisfaction of settlements or judgements, or undermine CDC guidance and recommendations.

GRANT APPLICATION

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

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

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

PROGRAM BUDGET

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

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

Community Impact Grant Fund Distribution

the objectives of the project(s) you propose in your application.

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

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

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

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

Budget Narrative (Grant Funds Only) - Please include a brief but specific 1-2 sentence description for each category included in the program budget. Make sure expenses are reflected in the project description. For example:

Contractual – 2 consultants to work 10 hours at \$25/hour to conduct 5 financial training workshops

Program expenses - \$500 for financial training workshop curriculum, \$500 rental fee for training space

APPLICATION PACKAGE

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

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

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

APPLICATION EVALUATION

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

point values, are:

Project Summary: (Up to 35 Points)

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

Project Impact: (Up to 30 Points)

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

Organization Background: (Up to 20 Points)

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

Budget: (Up to 15 Points)

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

DEADLINE

Richland County will accept proposals in ZoomGrants starting Monday, January 1, 2024. These applications are available at <https://zoomgrants.com/gprop.asp?donorid=2236>. Applications are due Sunday, February 4, 2024 at 11:59 P.M. Proposals received after this date and time will not be considered. Fax and email transmissions will not be accepted.

AWARD NOTIFICATION

The Grants Manager will notify all applicant organizations of the funding outcome in writing in September, 2023. Awards will be available for reimbursement beginning October, 2023. Final reports for the previous fiscal year, if applicable, must be received before payments are released. Non-compliance in all reporting periods may disqualify applicants for future funding opportunities until an applicant is fully compliant.

REPORTING REQUIREMENTS

Richland County requires grantees to complete quarterly reports as outlined above during the award period. At the completion of the grant funded project, Richland County requires grantees to complete a final report for Community Impact Grant funds. Grantees are required to show proof of grant expenditures (invoices and proof of payment). Grantees are asked to report on attendance/impact numbers, program success or failure as well as the impact on

Richland County. Each grantee will receive a copy of or a link to the reporting documents with their award packet and reports will also be sent via email.

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

FREEDOM OF INFORMATION ACT NOTICE

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

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

QUESTIONS

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

FY 2024 COMMUNITY PARTNERS – Still requires modification

While an organization may be listed as a community partner, Council reserves the right to modify this list as it sees fit and given that no future Council may be bound by an action of a prior Council.

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

Final criteria and list to be determined by Committee recommendation to Council – should consider criteria for consideration, how long an organization can remain on the list.



COMMUNITY IMPACT GRANT GUIDELINES

FY2025 (July 1, 2024 – June 30, 2025)

Grant Cycle will open January 1, 2024

Application must be submitted in

ZoomGrants Grant Due Date: February 4, 2024

No later than 11:59 PM

PROGRAM DESCRIPTION

Pending budget approval, Richland County Council set aside up to \$1,830,000 of the General Operating Fund for the Community Impact Grant (CIG) Fund for fiscal year 2025. Up to Sixty percent (\$1,098,000) of CIG funds will be allocated to identified Community Partners listed at the end of this document. Up to forty percent (\$732,000) will be allocated for competitive grants as described in this document. This amount may be reduced to incur any costs for grant application evaluation. This program is designed to provide financial support to organizations and agencies that carry out community-based programs and/or services throughout Richland County. In keeping with the mission of Richland County Government, this program attempts to encourage organizations to continue to offer innovative and much needed services that enhance the quality of life for all citizens of this County.

DISCRETIONARY GRANT TIMELINE

Request for Applications:	January 1 – February 4, 2024
Application Due Date:	February 4, 2024, 11:59 pm
Community Impact Grant Recommendations	With FY 2025 Budget Consideration
Grant Award Notifications:	June 28, 2025
Quarterly Reports by Recipients:	Due by October 31, 2024, January 31, 2025, April 30, 2025
Final Reports from Recipients:	Due by July 31, 2025

PROGRAM ELIGIBILITY AND DESIGN

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

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

The program fund is set up as follows

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

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

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

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

PROGRAM REQUIREMENTS

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

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

- The activity meets service-type activities outlined in the organization's mission, long-range plans, goals and

Community Impact Grant Fund Distribution

objectives.

- The activity, in whole or in part, provides opportunities for underserved populations in Richland County.
- The activity provides solutions by way of systems or approaches that can prevent, mitigate or resolve individual, family, or community problems as outlined in the categories of the application.

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

- Fundraising Projects
- Debt Reduction
- Endowment Development
- Medical Research
- Conference Travel
- Conference Underwriting or Sponsorship
- Gift Cards
- Regular budgeted operating expenditures
- Asset purchases
- CIG Awards may be funded in whole or in part by SLFRF funds authorized by the ARPA. As such SLFRF funds cannot be used to replenish financial reserves, satisfaction of settlements or judgements, or undermine CDC guidance and recommendations.

GRANT APPLICATION

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

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

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

PROGRAM BUDGET

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

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

Community Impact Grant Fund Distribution

the objectives of the project(s) you propose in your application.

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

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

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

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

Budget Narrative (Grant Funds Only) - Please include a brief but specific 1-2 sentence description for each category included in the program budget. Make sure expenses are reflected in the project description. For example:

Contractual – 2 consultants to work 10 hours at \$25/hour to conduct 5 financial training workshops

Program expenses - \$500 for financial training workshop curriculum, \$500 rental fee for training space

APPLICATION PACKAGE

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

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

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

APPLICATION EVALUATION

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

point values, are:

Project Summary: (Up to 35 Points)

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

Project Impact: (Up to 30 Points)

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

Organization Background: (Up to 20 Points)

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

Budget: (Up to 15 Points)

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

DEADLINE

Richland County will accept proposals in ZoomGrants starting Monday, January 1, 2024. These applications are available at <https://zoomgrants.com/gprop.asp?donorid=2236>. Applications are due Sunday, February 4, 2024 at 11:59 P.M. Proposals received after this date and time will not be considered. Fax and email transmissions will not be accepted.

AWARD NOTIFICATION

The Grants Manager will notify all applicant organizations of the funding outcome in writing in September, 2023. Awards will be available for reimbursement beginning October, 2023. Final reports for the previous fiscal year, if applicable, must be received before payments are released. Non-compliance in all reporting periods may disqualify applicants for future funding opportunities until an applicant is fully compliant.

REPORTING REQUIREMENTS

Richland County requires grantees to complete quarterly reports as outlined above during the award period. At the completion of the grant funded project, Richland County requires grantees to complete a final report for Community Impact Grant funds. Grantees are required to show proof of grant expenditures (invoices and proof of payment). Grantees are asked to report on attendance/impact numbers, program success or failure as well as the impact on

Richland County. Each grantee will receive a copy of or a link to the reporting documents with their award packet and reports will also be sent via email.

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

FREEDOM OF INFORMATION ACT NOTICE

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

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

QUESTIONS

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

FY 2024 COMMUNITY PARTNERS – Still requires modification

While an organization may be listed as a community partner, Council reserves the right to modify this list as it sees fit and given that no future Council may be bound by an action of a prior Council.

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

Final criteria and list to be determined by Committee recommendation to Council – should consider criteria for consideration, how long an organization can remain on the list.

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Richland County Government
Administration
FY24 Community Impact Grant Program
Deadline: 00/00/2023

Print Preview Prop

Jump to: [Application Questions](#) [Budget](#) [Required Attachments](#)

\$ 0.00 Requested

Additional Contacts
none entered

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

Application Questions [top](#)

1. Incorporation Date

-no answer-

2. Mission Statement

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

-no answer-

Project Information

3. Project Title

-no answer-

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

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

- Countywide (All)
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6
- District 7
- District 8
- District 9
- District 10
- District 11

5. Which impact area will your project serve?

Please select all that apply.

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

6. Project Start Date

-no answer-

7. Project End Date

-no answer-

8. Total Project Cost

-no answer-

9. Total Amount Requested

-no answer-

10. Percentage of the Project Cost Requested

-no answer-

11. Organization Background

Include recent accomplishments and success with similar programs.

-no answer-

12. Project Description

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

-no answer-

Benefit to The Community

13. Include number of persons served, demographics of the audience served and the geographic location of those served.

-no answer-

Sustainability

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

-no answer-

Partnerships/Community Support

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

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

-no answer-

Outcomes

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

-no answer-

17. Have you received any other Richland County grant funding for FY24? If so, please specify which grant program you were awarded.

Hospitality Tax, Accommodations Tax, ARPA

-no answer-

Project Budget [top](#)

Please be specific on various line items. Each line item must provide specific details of corresponding expense.

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

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

Required Attachments [top](#)

Documents Requested *

Required? Attached Documents *

Current organization operating budget for the last TWO years reflecting sources & amounts of income and expenditures for the organization as a whole, not just the program outlined in the application.



IRS determination letter indicating the organization's 501 c 3 charitable status



Proof of current registration as a charity with the SC Secretary of State's Office



List of organization's current Board Members/Directors



Most recent 990 tax return or if you file a 990 post-card attach a financial report showing financial status



Richland County business license or business license assessment survey form (this form shows that a business license is not needed for your organization)

Organization W-9

Proof of Insurance- General Liability or WIC (required if there are 4 or more employees & payroll is greater than \$3,000)

Letters of Support from Community Collaboration Partners

Dissemination strategy for County-Wide projects

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Application ID: 124545

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REQUEST OF ACTION

Subject: FY24 - District 1 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$20,000** for District 1.

B. Background / Discussion

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (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 FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 1 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 0
SC Philharmonic	\$ 10,000
Harbison Theatre at Midlands Tech	\$ 10,000
Total Allocation	\$ 20,000
Remaining FY2024 Balance	\$ 62,425

C. Legislative / Chronological History

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

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY24 - District 3 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$10,000** for District 3.

B. Background / Discussion

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (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 FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 3 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 99,825
Pink & Green Community Service Foundation	\$ 10,000
Total Allocation	\$ 10,000
Remaining FY2024 Balance	\$162,250

C. Legislative / Chronological History

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

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.