

RICHLAND COUNTY

REGULAR SESSION

AGENDA



TUESDAY APRIL 15, 2025

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2024-2025



Derrek Pugh
District 2
Vice Chair



Jason Branham
District 1



Gretchen D. Barron
District 7



Tyra Little
District 3



Paul Livingston
District 4



Allison Terracio
District 5



Don Weaver
District 6



Tish Dozier Alleyne
District 8



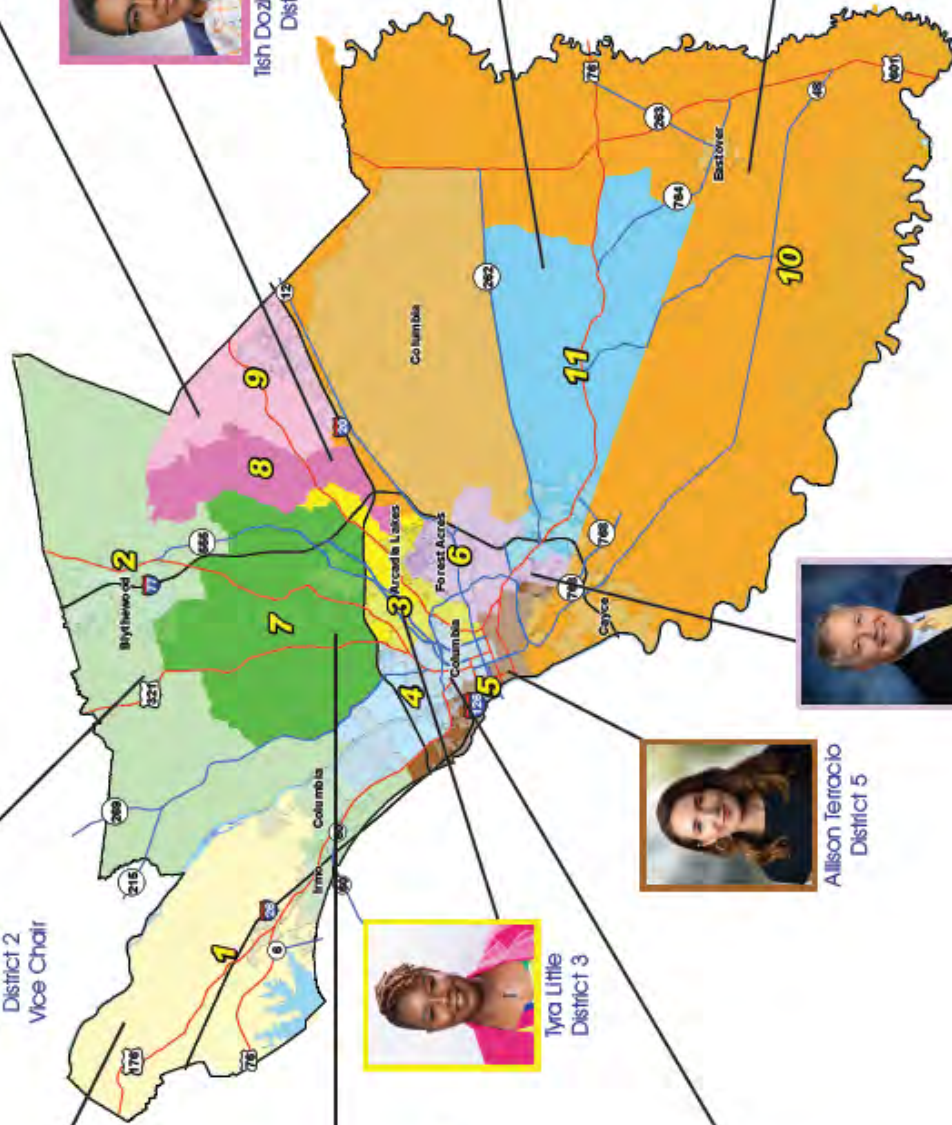
Chakisse Newton
District 11



Cheryl D. English
District 10



Jessica Mackley
District 9
Chair





**Richland County
Regular Session**

AGENDA

April 15, 2025 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER**

The Honorable Jesica Mackey, Chair
Richland County Council

 - a. ROLL CALL
2. **INVOCATION**

The Honorable Jason Branham
3. **PLEDGE OF ALLEGIANCE**

The Honorable Jason Branham
4. **PRESENTATION OF RESOLUTIONS**
 - a. A Resolution Recognizing the Richland County Animal Care Employees and Declaring April 13-19, 2025 as Animal Care and Control Appreciation Week

The Honorable Jesica Mackey
 - b. A Resolution Recognizing April 21-25, 2025 as Community Development Week

The Honorable Jesica Mackey
5. **APPROVAL OF MINUTES**

The Honorable Jesica Mackey

 - a. Regular Session: April 1, 2025 [\[PAGES 9-16\]](#)
6. **ADOPTION OF AGENDA**

The Honorable Jesica Mackey
7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS**

Patrick Wright,
County Attorney

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

The Honorable Jesica Mackey

 - a. For Items on the Agenda Not Requiring a Public Hearing
9. **CITIZEN'S INPUT**

The Honorable Jesica Mackey

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

10. REPORT OF THE COUNTY ADMINISTRATOR

Leonardo Brown,
County Administrator

- a. Updates for Consideration:
 - 1. General Updates
 - 2. Conservation Commission - South Carolina
Department of Environmental Services Watershed
Plan Development Grant [\[PAGES 18-20\]](#)
 - 3. Comprehensive Plan Update [\[PAGES 21-22\]](#)

11. REPORT OF THE CLERK OF COUNCIL

Anette Kirylo,
Clerk of Council

- a. District 8 and 9 Town Hall, April 21, 2025, North
Springs Park, 1320 Clemson Road, 6:00-7:30 PM

12. REPORT OF THE CHAIR

The Honorable Jesica Mackey

13. APPROVAL OF CONSENT ITEMS

The Honorable Jesica Mackey

- a. Case #25-006MA
Denise M. Cannarella
RT to GC (1.65 Acres)
1620 Dutch Fork Road
TMS #R02411-02-03 [THIRD READING] {District 1}
[\[PAGES 23-24\]](#)
- b. Case #25-007MA
Susan Clements
HM to RT (3.00 Acres)
1531 Wash Lever Road
TMS #R01900-01-22 [THIRD READING] {District 1}
[\[PAGES 25-26\]](#)
- c. Case #25-009MA
Luella Martin Bolton
HI to RT (3.00 Acres)
E/S McCords Ferry Road

14. THIRD READING ITEMS

The Honorable Jesica Mackey

- a. Case #24-044MA
Gene Pierce
AG and HM to R3 (51.52 Acres)
1519 and 1525 Hardscrabble Road
TMS #R14600-03-63 and R14600-03-25 {District 7}
[\[PAGES 29-30\]](#)
- b. Case #25-010MA
Jared Munneke
HI to R6 (22.35 Acres)
1401 Shop Road
TMS #R11209-02-12 {District 10} [\[PAGES 31-32\]](#)

15. SECOND READING ITEMS

The Honorable Jesica Mackey

- 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 a company identified for the time being as Project Mockingbird; and other related matters
[\[PAGES 33-58\]](#)
- b. An Ordinance establishing a temporary moratorium on application acceptance, permit issuance, approvals, or other authorizations for demolition, new construction, rezoning, and rehabilitation in the Olympia Mill Village area of unincorporated Richland County; and invoking application of the pending ordinance doctrine [\[PAGES 59-66\]](#)
- c. An Ordinance to raise revenue, make appropriations, and adopt FY 2025 Annual Budget for Richland County, South Carolina; authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2024 will provide sufficient revenues for the operations of Richland County Government from July 1, 2024 through June 30, 2025 (Fiscal Year 2025) [\[PAGES 67-75\]](#)

16. FIRST READING ITEMS

The Honorable Jesica Mackey

- a. An Ordinance Authorizing the East Richland County Public Service District, South Carolina to issue not exceeding \$10,000,000 of General Obligation Bonds; and providing for other matters related thereto
[\[PAGES 73-93\]](#)

17. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an amended and restated public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Huger; and other related matters
[FIRST READING] [\[PAGES 94-121\]](#)

18. REPORT OF EMPLOYEE EVALUATION AND OVERSIGHT AD HOC COMMITTEE

The Honorable Chakisse Newton

- a. Mid-Year Employee Performance Review [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)] [EXECUTIVE SESSION]
- b. Consultant Contract [Pursuant to SC Code of Laws, Sec.30-4-70(a)(1)] [EXECUTIVE SESSION]
- c. 2025 Administrator Evaluation and Contract Renewal [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)] [EXECUTIVE SESSION]

19. OTHER ITEMS

The Honorable Jesica Mackey

- a. FY25 - District 4 Hospitality Tax Allocations
[\[PAGES 122-123\]](#)
 - 1. SC Juneteenth Freedom Festival - \$5,000
 - 2. SC Philharmonic Orchestra - \$5,000
- b. FY25 - District 6 Hospitality Tax Allocations
[\[PAGES 124-125\]](#)
 - 1. Carolina Therapeutic Riding - \$5,000
- c. FY25 - District 8 Hospitality Tax Allocations
[\[PAGES 126-127\]](#)
 - 1. SC Juneteenth Freedom Festival - \$5,000
- d. FY25 - District 9 Hospitality Tax Allocations
[\[PAGES 128-129\]](#)
 - 1. SC Juneteenth Freedom Festival - \$15,000

2. Post & Courier Foundation - \$7,500

- e. A Resolution to appoint and commission James Hix Hopp, Jr. as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County **[PAGE 130]**
- f. A Resolution Ordering a Public Hearing to be held on the issuance of not exceeding \$10,000,000 general obligation bonds of the East Richland Public Service District and other matters related thereto **[PAGES 84-87]**

20. EXECUTIVE SESSION

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.

Patrick Wright,
County Attorney

21. MOTION PERIOD

22. ADJOURNMENT

The Honorable Jesica Mackey



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



Richland County Council
Regular Session
MINUTES
April 1, 2025 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Jesica Mackey, Chair; Derrek Pugh, Vice-Chair; Jason Branham, Derrek Pugh, Tyra Little, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, Tish Dozier Alleyne, Cheryl English, and Chakisse Newton

OTHERS PRESENT: Leonardo Brown, Anette Kirylo, Patrick Wright, Ashiya Myers, Aric Jensen, Kyle Holsclaw, Sandra Haynes, Ashley Fullerton, Angela Weathersby, Kenny Bowen, Lori Thomas, Stacey Hamm, Andy Haworth, Michelle Onley, Quinton Epps, Maddison Wilkerson, John Thompson, Eric Williams, Judy Carter, Tamar Black, Wayne Thornley, Jennifer Wladischkin, Pam Green, Michael Maloney, Jeff Ruble, and Synithia Williams.

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Honorable Jason Branham.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Jason Branham.
4. **PRESENTATION OF PROCLAMATIONS**
 - a. **A Proclamation Recognizing Ridge View High School Boys' Basketball Team Class 5A Division I Regional Champions** – Ms. Mackey read the proclamation into the record.
5. **PRESENTATION OF RESOLUTIONS**
 - a. **A Resolution Recognizing Black Maternal Health Week, April 6-12, 2025**
 - b. **A Resolution Recognizing Children's Museum Week, April 5-11, 2025**
 - c. **A Resolution Recognizing Aneysha Laureano**

Ms. Barron moved to adopt the resolutions recognizing Black Maternal Health Week, Children's Museum Week, and Aneysha Laureano, seconded by Mr. Pugh.

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

The vote in favor was unanimous.

Ms. Mackey read the resolutions into the record.
6. **APPROVAL OF MINUTES**
 - a. **Regular Session: March 18, 2025**
 - b. **Zoning Public Hearing: March 25, 2025**

Ms. Newton moves to approve the minutes as distributed for March 18, 2025, and March 25, 2025, seconded by Ms. English.

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

The vote in favor was unanimous.

7. **ADOPTION OF AGENDA** – Mr. Livingston moved to adopt the agenda as published, seconded by Ms. Barron.
In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The vote in favor was unanimous.
8. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – County Attorney Patrick Wright noted the items eligible for Executive Session:
- a. Food Safety Case Request [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
 - b. Project ConnectProperty [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2) and (5)]
 - c. Discussion and legal advice concerning duties of the County Administrator regarding Richland County Code Sec. 2-79 and Sec. 2-80 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]
 - d. 2025 Administrator Evaluation and Contract Renewal [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]
 - e. Personnel Matter – Grievance Reviews and Recommendations [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]
 - f. Discussion and legal advice concerning DSS request regarding SC Code Section 43-3-65 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
 - g. Property Inquiry – Capital Projects: Columbia Place Mall [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
 - h. Alvin S. Glenn Detention Center Budget Amendment [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]

Ms. Terracio moved to go into Executive Session, seconded by Ms. Little.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, and Mackey

Not Present: English and Newton

The vote in favor was unanimous.

***Council went into Executive Session at approximately 6:39 PM
and came out at approximately 6:55 PM***

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

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

The vote in favor was unanimous.

Ms. Mackey indicated Council entered into Executive Session to receive legal advice. No action was taken in Executive Session.

Project Connect Property [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2) & (5)] – Mr. Pugh moved to authorize the County Attorney and County Administrator to sign any document, as it pertains to Project Connect, as discussed in Executive Session, seconded by Mr. Weaver.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

9. **CITIZENS' INPUT**

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

10. **CITIZENS' INPUT**

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

11. **REPORT OF THE COUNTY ADMINISTRATOR**

a. Updates for Consideration

1. *General Updates*

- a. South Carolina Opioid Recovery Fund (SCORF) Application Amendments to include treatment and prevention initiatives – Mr. Leonardo Brown, County Administrator, brought to Council's attention that we are approaching the time when we have to apply for the available funds the County has to see if they will meet the requirements of the SCORF applications. The application window is April 1-May 2, 2025. He noted that if the application is not approved, we may have to wait until the following portal opens. He indicated there are two (2) additional portal opportunities.

Mr. Brown mentioned he wants to apply for an additional program that the Lexington Richland Alcohol and Drug Abuse Council (LRADAC) has brought. This program is related to medical-assisted treatment and support services for residential in-patient treatment. In addition, he provided an overview of a program that focuses on prevention initiatives and primarily targets the youth.

Mr. Weaver inquired what the settlement amount would be.

Mr. Brown responded that the settlement amount for Richland County is approximately \$5,000,000. The funds can only be used for SCORF-approved uses.

- b. Comprehensive Plan Update – Synithia Williams, Community Planning & Development Director, stated the Comprehensive Advisory Committee met on March 24th and received an update on the process, the policy review, draft guiding principles, and the goals that will be presented to the public at the public forum in May 2025. In addition, they reviewed the existing conditions and participated in a "what if" scenario related to future land use.

The next forum will held on May 1, 2025, at 5:00 PM at EdVenture Children's Museum. Additional meetings will held as follows:

Wednesday, May 7	Ballentine Community Center	1009 Bickley Rd, Irmo, SC
Monday, May 12	North Springs Community Center	1320 Clemson Rd, Columbia, SC
Wednesday, May 14	Doko Manor	100 Alvina Hagood Cir, Blythewood, SC
Wednesday, May 21	Garners Ferry Adult Activity Center	8620 Garners Ferry Rd, Hopkins, SC

All meetings are drop-in and scheduled from 5:00 – 7:00 PM.

- 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. *Alvin S. Glenn Detention Center Budget* – This item was taken up in Executive Session.

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

- a. Districts 8 and 9 Town Hall, April 21, 2025, North Springs Park, 1320 Clemson Road, 6:00-7:30 PM – Ms. Anette Kirylo, Clerk to Council, announced there will be a town hall meeting for Districts 8 and 9 on April 21, 2025, at North Springs Park, 1320 Clemson Road from 6:00-7:30 PM.

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

14. **APPROVAL OF CONSENT ITEMS**

- a. Case #25-006MA, Denise M. Cannarella, RT to GC (1.65 Acres), 1620 Dutch Fork Road, TMS #R02411-02-03 [SECOND READING] {District 1}
- b. Case #25-007MA, Susan Clements, HM to RT (3.00 Acres), 1531 Wash Lever Road, TMS #R01900-01-22 [SECOND READING] {District 1}
- c. Case #25-009MA, Luella Martin Bolton, HI to RT (3.00 Acres) E/S McCords Ferry Road, TMS #R38900-03-10 [SECOND READING] {District 10}

Ms. Newton moved to approve Items 14(a)-(c), seconded by Ms. Terracio

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

The vote in favor was unanimous.

- d. Case #25-10MA, Jared Munneke, HI to R6 (22.35 Acres), 1401 Shop Road, TMS #R11209-02-12 [SECOND READING] {District 10} – Ms. English moved to approve this item, seconded by Ms. Newton.

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

**Regular Council Meeting Minutes
April 1, 2025**

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

The vote in favor was unanimous.

- e. Direct the Administrator to research and present to Council current laws and benefits of enacting impact fees in Richland County. The purpose is to help reduce the tax burden on residents by not having to pay the complete cost of development in Richland County.” [MALINOWSKI/NEWTON, PUGH, and BARRON, January 3, 2023] – Ms. Newton moved to approve this item, seconded by Ms. Terracio.

Ms. Newton stated that the Development & Services Committee recommended accepting the report as information and commissioning further study. Staff believes it necessary to engage the services of an expert to do so.

Ms. Mackey stated for clarification, the recommendation in the packet is for Council to provide further guidance as deemed appropriate. She inquired if that was the motion from the committee.

Ms. Newton replied in the affirmative. In addition, a report was provided that was accepted for information. For further guidance, we discussed if the Council desired to continue exploration the next step would be to budget for or move for an expert consultant to provide additional information.

Ms. Newton restated that the motion is for Council to accept the report for information and to commission further study.

Ms. Terracio pointed out we would need to commission the study through the FY26 budget. Although we cannot make budget motions at this time, that is the motion's intent.

Ms. Newton divided the question to only accept the report as information.

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

The vote in favor was unanimous.

Ms. Newton moved to commission a company to further the recommendations about how we can potentially implement impact fees in Richland County, seconded by Ms. Terracio.

Ms. Newton stated for clarification, the motion is to commission an expert to flesh out the ideas further. It does not obligate us to accept or implement impact fees.

Ms. Mackey inquired for clarification; the motion is not for a certain amount but to include it in the budget.

Ms. Newton indicated she does not have a budgetary number from staff.

Ms. Barron mentioned that the committee was given an estimated cost. She suggested adding an “up to” amount in the motion.

Ms. Newton pointed out the estimated cost provided by staff was \$125,000 to \$150,000.

Mr. Branham suggested having staff include the cost of the report in the proposed budget so that we can debate it along with the rest of the budget.

Ms. Newton stated, for clarification, that Mr. Branham’s suggestion to have a placeholder in the budget that we discuss and vote on is what her motion does. When we get to budget discussions, we could debate it with any other budget item.

Mr. Branham requested an amendment to include a line item regarding this matter be placed in the FY26 proposed budget.

Ms. Newton restated the motion to include the suggested amendments: move to direct the Administrator to commission a more detailed study on impact fees in Richland County, up to \$150,000, and put it in the FY26 budget.

Mr. Livingston made a substitute motion to request the Administrator to look at possible costs for an impact fees study for consideration during the FY26 budget process, seconded by Mr. Branham.

Ms. Barron noted, as a member of the Committee, the substitute motion partly addresses the information presented by staff. The motion allows the inclusion of the amount in the budget but does not allow staff to move forward with fleshing out potential consultants who can provide feedback on the document.

Ms. Alleyne inquired if Ms. Newton withdrew her motion.

Ms. Mackey responded that Ms. Newton said she could withdraw her motion but did not technically withdraw it.

Ms. Newton stated that it was her understanding staff would not proceed with further study until the funds were commissioned and available.

Mr. Brown responded in the affirmative.

Mr. Wright recommended that a Council member make a motion to authorize the Administrator to explore hiring a consultant to do a complete impact study, calculate the costs, and bring the matter back to Council.

Mr. Livingston acknowledged that was the intent of his motion. He did not want staff to proceed before the funding had been approved. For clarification, the substitute motion allows staff to obtain as much information as possible related to an impact study and consider it during the budget process.

Ms. Newton withdrew her motion.

Mr. Pugh called for the question.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Barron, Alleyne, Mackey, English, and Newton

Opposed: Weaver

The motion was in favor of calling for the question.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Barron, Alleyne, English and Newton

Opposed: Weaver and Mackey

The vote was in favor.

- f. Administration – East Richland Public Service District 2025 General Obligation Bonds – Ms. Terracio moved to approve this item, seconded by Ms. English.

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

The vote in favor was unanimous.

15. **THIRD READING ITEM**

- a. Case #24-044MAS, Gene Pierce, AG to HM to R3 (51.52 Acres), 1519 and 1525 Hardscrabble Road, TMS #R14600-03-63 and R14600-03-25 {District 7} – Ms. Terracio moved to approve this item, seconded by Ms. English.

Ms. Terracio withdrew her motion.

Ms. Barron moved to defer this item until the April 15th Council meeting, seconded by Ms. Newton.

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

The vote in favor was unanimous.

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

- 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 a company identified for the time being as Project Mockingbird; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

In Favor: Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, English, and Newton

Opposed: Branham

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

The vote was in favor.

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

- a. Transportation Needs Assessment – Mr. Livingston stated the committee recommended Council accept the transportation needs assessment as information.

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

The vote in favor was unanimous.

- b. On-Call Engineering Team – Mr. Livingston stated the committee recommended Council approve staff's recommendation for the on-call engineering teams.

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

The vote in favor was unanimous.

18. **REPORT OF THE STRATEGIC PLANNING AD HOC COMMITTEE**

- a. Critical Infrastructure Projects General Obligation Bonds – Ms. Mackey stated the committee recommended the issuance of \$70,000,000 in General Obligation Bonds to fund the Emergency Management Operations Center and Safe Housing Unit at the Alvin S. Glenn Detention Center.

Mr. Weaver indicated that, according to his understanding, the older bonds are retiring, and the new bonds will be utilized to pay for critical infrastructure projects.

Mr. Brown responded it would be part of the process. We also have capacity where we do not have bonds, which is also available.

Ms. Newton pointed out there would not be an increase in the debt millage for constituents.

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

The vote in favor was unanimous.

19. **REPORT OF THE OFFICE OF SMALL BUSINESS OPPORTUNITY AD HOC COMMITTEE**

- a. SLBE Eligibility Requirements – Ms. Pamela Green, Office of Small Business Opportunity Director, noted the requested changes are to the size standards and the certification period.

- Construction: \$7M to \$10M
- Architecture: \$3M to \$5M
- Engineering: \$2.5M to \$5M
- Certification Period: 2 years to 3 years

Mr. Pugh stated the committee recommended approval of staff's recommendation.

Ms. Barron noted that some businesses will be impacted, and staff is already working to contact them.

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

The vote in favor was unanimous.

- b. Disparity Study Next Steps – Mr. Pugh stated the committee recommended receiving the disparity study as information.

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

The vote in favor was unanimous.

20. **OTHER ITEMS**

- a. FY25 District 3 Hospitality Tax Allocations (Fortitude Foundation - \$1,000)
- b. FY25 District 6 Hospitality Tax Allocations (Historic Columbia Foundation - \$3,000)
- c. FY25 District 8 Hospitality Tax Allocations (Fortitude Foundation - \$2,500)
- d. FY25 – District 9 Hospitality Tax Allocations (Fortitude Foundation - \$2,500, RC Recreation Commission – \$7,000)

Ms. Barron moved to approve Items 20(a)-(d), seconded by Ms. Newton.

In Favor: Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

Not Present: Branham

The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 20(a)-(d), seconded by Ms. Terracio.

Opposed: Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton

Not Present: Branham

The motion for reconsideration failed.

- e. A Proposed Ordinance establishing a temporary moratorium on application acceptance, permit issuance, approvals, or other authorization for demolition, new construction, rezoning, and rehabilitation in the Olympia Mill Village area of unincorporated Richland County; and invoking application of the pending ordinance doctrine – Ms. Terracio moved to approve this item, seconded by Ms. English.

Mr. Weaver inquired how long the temporary moratorium would be in effect.

Ms. Mackey replied that the ordinance would be in effect for six (6) months.

Ms. Terracio noted that if the neighborhood character overlay is approved before the six (6) months expire, the need for the moratorium would be negated.

Ms. Newton asked if the overlay is passed before the six (6) months expires, will the ordinance automatically go away, or will it have to come back to Council?

Mr. Wright responded if the ordinance had not received third reading, it would still need to be acted upon by Council.

Ms. Mackey inquired if we have any pending permits that would be affected by the moratorium.

Mr. Aric Jensen, Assistant County Administrator, pointed out that an application submitted before the ordinance is enacted would be accepted.

In Favor: Pugh, Little, Terracio, Weaver, Barron, Alleyne, Mackey, and English.

Opposed: Branham, Livingston, and Newton

The vote was in favor.

21. **EXECUTIVE SESSION** – Ms. Terracio moved to go into Executive Session, seconded by Mr. Pugh.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, 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 8:43 PM***

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

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

The vote in favor was unanimous.

Ms. Mackey indicated Council entered into Executive Session to receive legal advice. No action was taken in Executive Session.

- a. Food Safety Case Request [Pursuant to SC Code of Laws, Sec. 30-4-70(a) (2)] – Ms. English moved to allow the County Attorney to work on the food safety request, as discussed in Executive Session, seconded by Mr. Weaver.

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

The vote in favor was unanimous.

- b. Discussion and legal advice concerning duties of the County Administrator regarding Richland County Code, Sec. 2-79 and Sec. 2-80 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)] – No action was taken.

- c. 2025 Administrator Evaluation and Contract Renewal [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)] – No action was taken.

- d. Personnel Matter – Grievance Reviews and Recommendations [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)] – Ms. Barron moved to approve the Employee Grievance Committee's recommendation as it relates to Case #MAG3447, seconded by Mr. Pugh.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- e. Discussion and legal advice concerning DSS request regarding SC Code Sec. 43-3-65 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.
- f. Property Inquiry – Capital Projects: Columbia Place Mall [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – Ms. Little moved to authorize the County Administrator to proceed with the acquisition of the Columbia Place property, as discussed in Executive Session, seconded by Mr. Weaver.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- g. Alvin S. Glenn Detention Center Budget Amendment [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – Ms. Newton moved to the budget amendment recommendation referenced in Item 8(h), seconded by Ms. Terracio.

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

The vote in favor was unanimous.

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

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

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

The vote in favor was unanimous.

The meeting adjourned at approximately 8:49 PM.

**RICHLAND COUNTY
ADMINISTRATION**

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



Report of the County Administrator

REGULAR SESSION Tuesday, April 15, 2025

UPDATES FOR CONSIDERATION:

GENERAL UPDATES

CONSERVATION COMMISSION - SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES WATERSHED PLAN
DEVELOPMENT GRANT

COMPREHENSIVE PLAN UPDATE

ATTACHMENTS:

1. Informational Briefing: Conservation Commission - South Carolina Department of Environmental Services Watershed Plan Development Grant
2. Project Status Update: Comprehensive Plan Update

**Informational Agenda Briefing**

Prepared by:	Quinton Epps	Title:	Division Manager	
Department:	Community Planning & Development	Division:	Conservation	
Date Prepared:	March 25, 2025	Meeting Date:	April 15, 2025	
Approved for consideration:		Assistant County Administrator	Aric A Jensen, AICP	
Meeting/Committee	Regular Session			
Subject:	South Carolina Department of Environmental Services Watershed Plan Development Grant			

The Richland County Conservation Commission (RCCC) has requested that Conservation Division staff apply for a Watershed Plan Development Grant from the South Carolina Department of Environmental Services (SCDES) for the Crane Creek-Beasley Creek Watershed (see attached map). The request is for \$100,000 to hire a consultant to develop a Watershed Management Plan to address the impacts of current and future development within the watershed. There is no in-kind or cash match requirement for this grant. The RCCC will partner with the County's Stormwater Management Division (RCSMD) on the application and plan development. Staff time for the grant application and implementation is estimated to range from 150 to 250 hours.

As proposed, the Watershed Management Plan will follow the 9 Key Elements framework identified by the Environmental Protection Agency, a strategic approach for improving water quality and promoting sustainable watershed practices.

These nine elements include:

1. Introduction & Background: An overview of the watershed's geography and water quality challenges.
2. Causes & Sources of Impairments: Identification of pollutants and their sources (e.g., agriculture, urban runoff).
3. Load Reduction Goals: Setting measurable goals for reducing pollutants.
4. Management Measures: Identifying best management practices (BMPs) to address pollution.
5. Critical Areas: Pinpointing high-risk areas requiring intervention.
6. Outreach & Education: Engaging local communities and stakeholders through education and awareness programs.
7. Implementation Schedule: Providing a timeline and assigning responsibilities for each action.
8. Evaluation of Progress: Establishing methods for monitoring progress and making necessary adjustments.
9. Financial Resources: Identifying potential funding sources for plan implementation.

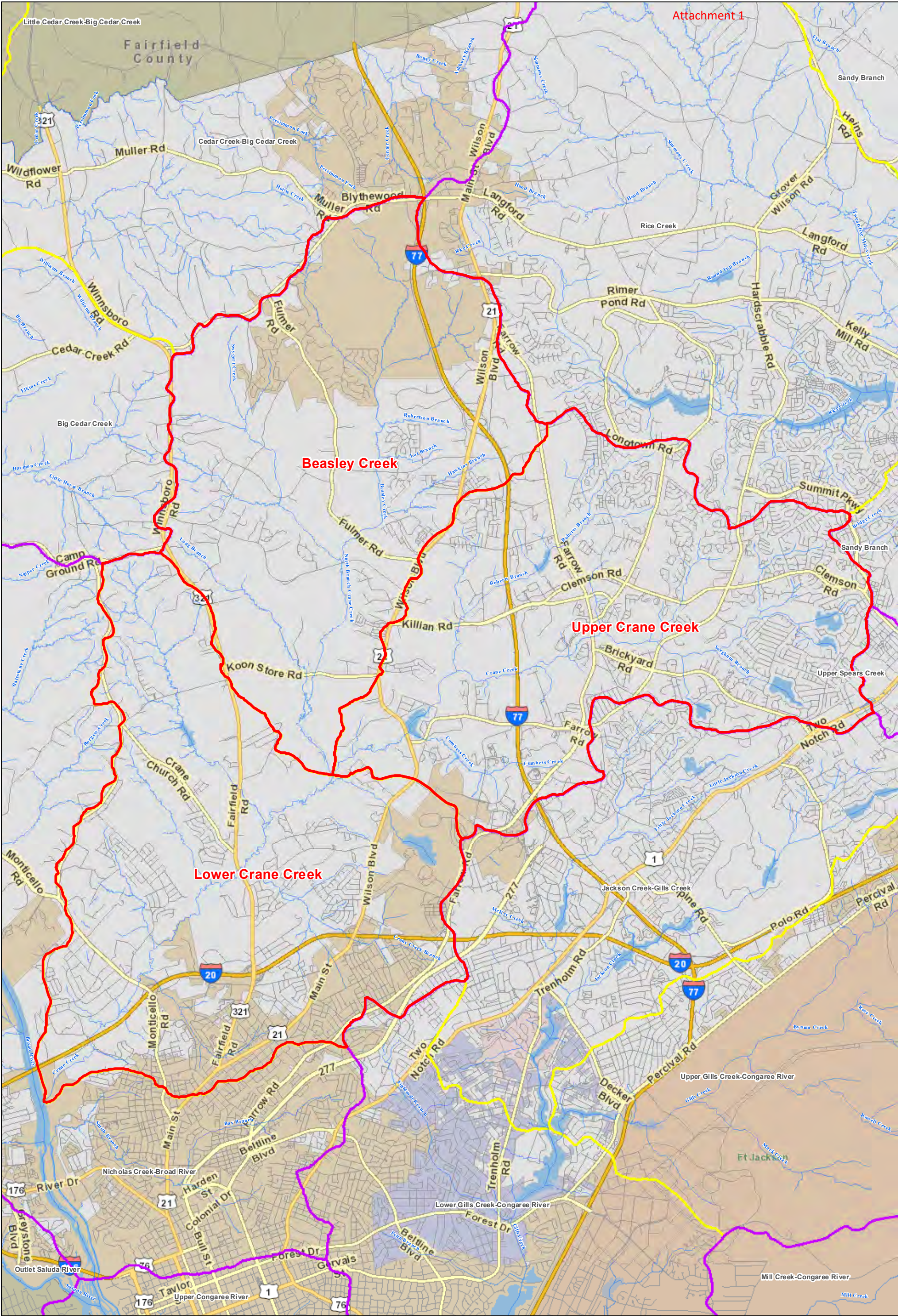
The Crane Creek Watershed includes the stream networks of Crane Creek, Beasley Creek and North Branch, covering the watersheds of Lower Crane Creek, Upper Crane Creek, and Beasley Creek, totaling 43,177 acres across unincorporated Richland County, the City of Columbia, and the Town of Blythewood. Crane Creek feeds into the Broad River just upstream and north of the City of Columbia.

A watershed plan was drafted in 2010, but not adopted. At that time, the watershed was predominantly forested, with 33% urbanized area. The new plan will analyze the changes that have occurred and are expected to occur, and will propose actions to improve and protect water quality and associated natural resources.

The updated watershed plan will include implementation projects for effective management, improved water quality, and enhanced community engagement in conservation efforts. This will help both RCSMD and RCCC achieve their objectives. The new Watershed Plan will be developed in line with the grant's eligibility requirements, reflecting the current conditions of the watershed, pending the grant award.

ATTACHMENTS:

1. Crane Creek-Beasley Creek Watershed Map



Legend

Crane Creek/Beasley Creek 12 Digit Watersheds

Watersheds - 10 Digit

Watersheds - 12 Digit

Streams

Crane Creek/Beasley Creek Watersheds

1 inch = 0.1 miles

N

DISCLAIMER: This is a product of the Richland County Public Works Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Reasonable efforts have been made to ensure the accuracy of this map. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

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Richland County Public Works
400 Powell Rd.
Columbia, SC 29203



Project Update

Prepared by:	Synithia Williams	Title:	Director
Department:	Community Planning & Development	Division:	
Date Prepared:	April 3, 2025	Meeting Date:	April 15, 2025
Approved for Consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Committee/Meeting:	Regular Session		
Council Initiative/Project:	Comprehensive Plan Update		

EXECUTIVE SUMMARY (NARRATIVE STATUS):

The Comprehensive Plan Team met on April 3, 2025 to prepare for the May public meetings. During the month of April, the planning team will increase meetings from bi-weekly to weekly to further define the land use scenario concepts, build a community model, and finalize the display items needed for the public forum.

The proposed land use scenarios will be presented to the Advisory Committee during a virtual meeting in April for their feedback before the first public forum on May 1, 2025. Staff is currently preparing a future request for a \$9,500 addendum to the bid award for additional scenario analysis, as detailed below.

CRITICAL ISSUES:

The future land use scenarios are an important part of determining how the County will grow. Nealon Planning included an option in their original Cost Proposal to run the various scenarios through the CommunityViz Model, but staff recommended not including it in the bid award because its benefit was yet to be determined. As the project passes the one-third point, staff has determined the CommunityViz modeling would enhance the process and improve outcomes.

In brief, CommunityViz is an analysis tool that allows planners to generate complex, custom analytics, including scenarios, suitability analysis, build out potential, and impact analysis. The process generates quantitative data on the potential impacts that future land use scenarios could have on the County's resources. This data can also serve as a benchmark and as a resource to guide future projects. Staff recommends including this addition for \$9,500. The original project award was less than the budgeted amount approved by Council, so there is funding is available in the Community Planning and Development budget for this addition.

PENDING ACTIONS/DELIVERABLES AND ANTICIPATED COMPLETION DATES:

The Comp Plan Team will meet weekly to prepare for the May public meetings. The Advisory Committee is scheduled to meet virtually the week of April 21, 2025.

The next public meetings are:

Monday, May 1	Edventure Children’s Museum	211 Gervais St, Columbia, SC
Wednesday, May 7	Ballentine Community Center	1009 Bickley Rd, Irmo, SC
Monday, May 12	North Springs Community Center	1320 Clemson Rd, Columbia, SC
Wednesday, May 14	Doko Manor	100 Alvina Hagood Cir, Blythewood, SC
Wednesday, May 21	Garners Ferry Adult Activity Center	8620 Garners Ferry Rd, Hopkins, SC

The meetings listed above will be held from 5 pm to 7 pm.

Comprehensive Plan Timeline:	
Project Kick off	September 2024
Phase 1, Discovery	October 2024 – February 2025
Phase 2, Plan Development	March 2025 – July 2025
Phase 3, Direction + Documentation	July 2025 – October 2025
Planning Commission Workshop	June 2025
County Council Workshop	June 2025
First Reading	October 21, 2025*

*First reading date may change depending on input from the public.

Richland County Council Request for Action

Subject:

Case #25-006MA
Denise M. Cannarella
RT to GC (1.65 Acres)
1620 Dutch Fork Road
TMS #R02411-02-03

Notes:

First Reading: March 25, 2025
Second Reading: April 1, 2025
Third Reading:
Public Hearing: March 25, 2025

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-25HR

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 # R02411-02-03 FROM RESIDENTIAL TRANSITION DISTRICT (RT) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R02411-02-03 from Institutional District (RT) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this _____ day of
_____, 2025

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

Public Hearing:	March 25, 2025
First Reading:	March 25, 2025
Second Reading:	April 1, 2025
Third Reading:	April 15, 2025

Richland County Council Request for Action

Subject:

Case #25-007MA
Susan Clements
HM to RT (3.00 Acres)
1531 Wash Lever Road
TMS #R01900-01-22

Notes:

First Reading: March 25, 2025
Second Reading: April 1, 2025
Third Reading:
Public Hearing: March 25, 2025

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-25HR

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 # R01900-01-22 FROM HOMESTEAD DISTRICT (HM) TO RESIDENTIAL TRANSITION DISTRICT (RT); 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 # R01900-01-22 from Homestead District (HM) to Residential Transition District (RT).

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 _____, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this _____ day of
_____, 2025

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing:	March 25, 2025
First Reading:	March 25, 2025
Second Reading:	April 1, 2025
Third Reading:	April 15, 2025

Richland County Council Request for Action

Subject:

Case #25-009MA
Luella Martin Bolton
HI to RT (3.00 Acres)
E/S McCords Ferry Road
TMS #R38900-03-10

Notes:

First Reading: March 25, 2025
Second Reading: April 1, 2025
Third Reading:
Public Hearing: March 25, 2025

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-25HR

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 # R38900-03-10 FROM HEAVY INDUSTRIAL DISTRICT (HI) TO RESIDENTIAL TRANSITION DISTRICT (RT); 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 # R38900-03-10 from Heavy Industrial District (HI) to Residential Transition District (RT).

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 _____, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this _____ day of
_____, 2025

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

Public Hearing:	March 25, 2025
First Reading:	March 25, 2025
Second Reading:	April 1, 2025
Third Reading:	April 15, 2025

Richland County Council Request for Action

Subject:

Case #24-044MA
Gene Pierce
AG and HM to R3 (51.52 Acres)
1519 and 1525 Hardscrabble Road
TMS #R14600-03-63 and R14600-03-25

Notes:

First Reading: February 25, 2025
Second Reading: March 4, 2025
Third Reading:
Public Hearing: February 25, 2025

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-25HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # R14600-03-63 AND R14600-03-25 FROM AGRICULTURAL DISTRICT (AG) AND HOMESTEAD DISTRICT (HM) TO RESIDENTIAL THREE DISTRICT (R3); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # R14600-03-63 and R14600-03-25 from Agricultural District (AG) and Homestead District (HM) to Residential Three District (R3).

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 _____, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this _____ day of
_____, 2025

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:	February 25, 2025
First Reading:	February 25, 2025
Second Reading:	March 4, 2025
Third Reading:	March 18, 2025

Richland County Council Request for Action

Subject:

Case #25-010MA
Jared Munneke
HI to R6 (22.35 Acres)
1401 Shop Road
TMS #R11209-02-12

Notes:

First Reading: March 25, 2025
Second Reading: April 1, 2025
Third Reading:
Public Hearing: March 25, 2025

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-25HR

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 # R11209-02-12 FROM HEAVY INDUSTRIAL DISTRICT (HI) TO RESIDENTIAL SIX DISTRICT (R6); 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 # R11209-02-12 from Heavy Industrial District (HI) to Residential Six District (R6).

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 _____, 2025.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this _____ day of
_____, 2025

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

Public Hearing:	March 25, 2025
First Reading:	March 25, 2025
Second Reading:	April 1, 2025
Third Reading:	April 15, 2025

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Mockingbird; and other related matters

Notes:

First Reading: April 1, 2025

Second Reading:

Third Reading:

Public Hearing:

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

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF
THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK
JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO
INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND
COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC
INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR
PUBLIC INFRASTRUCTURE CREDITS TO A COMPANY
IDENTIFIED FOR THE TIME BEING AS PROJECT
MOCKINGBIRD; AND OTHER RELATED MATTERS.**

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

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

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

WHEREAS, a company identified for the time being as Project Mockingbird (the "Company"), has committed to establish a multi-family housing project in the County consisting of approximately 300 units ("Project") including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) ("Land"), consisting of total taxable investment by the Company in real and personal property of not less than Forty-Four Million Six Hundred Thousand and 00/100 Dollars (\$44,600,000), and in connection with the Project, anticipates making investment in certain Public Infrastructure;

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

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

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

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

Section 2. *Expansion of the Park Boundaries; Inclusion of Property.* The 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 to include the Property in the Park. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and delivery of written notice to Fairfield of the inclusion of the Property in the Park, which written notice shall include a copy of this Ordinance and identification of the Property.

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

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

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

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

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

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: April 1, 2025
Second Reading: April 15, 2025
Public Hearing: _____, 2025
Third Reading: _____, 2025

EXHIBIT A
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT MOCKINGBIRD

Effective as of: _____, 2025

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of _____, 2025 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and a company identified for the time being as PROJECT MOCKINGBIRD (as hereinafter defined “Company”, and together with the County, collectively, the “Parties,” and each, a “Party”).

W I T N E S S E T H :

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 a multi-family housing project in the County 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 Forty-Four Million Six Hundred Thousand and 00/100 Dollars (\$44,600,000), and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on _____, 2025 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested 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 _____, 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 Forty-Four Million Six Hundred Thousand and 00/100 Dollars (\$44,600,000) in taxable property in the Project ("Investment Commitment") by _____, 2030 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to

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

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, energy production or communications technology infrastructure, and expenditures on the eradication of blight (collectively, the “Non-Workforce Housing Public Infrastructure”), as well as that portion of the overall Project investment attributable to the construction of housing units with rental rates qualifying such units as “workforce housing” (collectively, the “Workforce Housing Public Infrastructure”). For purposes of this Agreement, “workforce housing” shall be defined as housing that is affordable to the occupant or occupants, as applicable, when applying no more than 30% of gross income of the occupant or occupants, as applicable, to housing costs, for those earning between 80% and 120% of the area median income, as published by Fannie Mae, for the Project location of _____.

(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 Public 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 pay applications, invoices, accounting logs, rent rolls, and related documentation, sufficient to reflect the number of housing units comprising the Project that the Company is submitting as “workforce housing” for the purposes of Workforce Housing Public Infrastructure qualification (the “Certified Workforce Housing Unit Level”) as well as the construction costs attributable to such units, all in form and substance reasonably acceptable to the County; provided, however, the Company hereby acknowledges and agrees that the number of such units shall not be less than 50% of the total number of units comprising the Project. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in at least the cumulative total investment amount set forth on Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County’s Economic Development Department shall have 30 days (“Verification Deadline”) to verify the Company’s investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County’s Economic Development Department shall, on a date no

later than the Verification Deadline (the “Verification Date”), provide to the Company, by written notice, the County’s determination of the verified amount of Company Public Infrastructure investment, including specifically the Certified Workforce Housing Unit Level to be maintained during the Credit Term, as defined on Exhibit C hereto. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs and agreement as to the Certified Workforce Housing Unit Level submitted by the Company, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each of the Company’s Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date or such other subsequent Fee Payment as may be designated by the Company, in writing, to the County together with, or following, the Company’s certification to the County pursuant to **Section 2.2(b)** hereof. The term, amount and calculation of the Public Infrastructure Credit is described on Exhibit C hereto.

(b) On or before each April 30 immediately following the December 31 of each year corresponding to each tax year for which the Company is entitled to a Public Infrastructure Credit, the Company shall submit to the County Auditor, with a copy to the County’s Economic Development Department, an annual Public Infrastructure Credit certification, substantially in the form of Exhibit D hereto, reflecting the calculation of the Public Infrastructure Credit to which the Company is entitled for such tax year (e.g., December 31, 2026 corresponds to tax year 2027, with a Public Infrastructure Credit certification deadline of April 30, 2027). 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 November 7, 2023, 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, 2030;

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

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

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

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

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

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

Section 4.5. Limitation of Liability.

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

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

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

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the

County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

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

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

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

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

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

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

with a copy to (does not constitute notice):	Parker Poe Adams & Bernstein LLP Attn: Ray E. Jones 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202 Phone: 803.255.8000 Fax: 803.255.8017
---	--

if to the Company:

Project Mockingbird

Attn: _____

Phone: _____

Fax: _____

with a copy to

Maynard Nexsen PC

Attn: Tushar V. Chikhliker

1230 Main Street, Suite 700 (29201)

Post Office Box 2426

Columbia, South Carolina (29202)

Phone: 803.540.2188

Fax: 803.727.1469

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

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding _____ Dollars (\$_____). 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, the Company has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

PROJECT MOCKINGBIRD

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

[To be inserted.]

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes Non-Workforce Housing Public Infrastructure and Workforce Housing Public Infrastructure, as listed below;

<u>Description</u>	<u>Budget</u>
Sewer Improvements	\$150,000
Water Improvements	\$500,000
Stormwater Improvements	\$750,000
Paving	\$600,000
Construction costs derived from Certified Workforce Housing Unit Level	To be determined in accordance with this Agreement

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 40% 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 40% 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 or such other subsequent Fee Payment as may be designated by the Company, in writing, to the County together with, or following, the Company's certification to the County pursuant to **Section 2.2(b)** hereof, and ending with the earlier of the 10th such year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

EXHIBIT D (See Section 2.3)

PUBLIC INFRASTRUCTURE CREDIT CERTIFICATION

Reference is made to that certain Public Infrastructure Credit Agreement dated as of _____, 2025 (the “Agreement”) by and between a company identified for the time being as Project Mockingbird (the “Company”) and Richland County, South Carolina (the “County”). Each capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

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

(1) Total investment in verified Company Public Infrastructure as of the Verification Date pursuant to Section 2.2(c) of the Agreement is \$_____, of which \$_____ is attributable to Non-Workforce Housing Public Infrastructure and \$_____ is attributable to Workforce Housing Public Infrastructure.

(2) The total Certified Workforce Housing Unit Level as of the Verification Date is _____ units which is equal to ____% of the total units at the Project.

(3) Current area median income as published by Fannie Mae, for the Project location of _____ is _____ (the “Current AMI Level”).

(4) The total number of Project housing units qualifying as “workforce housing” pursuant to Section 2.2(a) of the Agreement and the Current AMI Level is _____ units (the “Annual Certified Workforce Housing Unit Level”), as evidenced by the accounting logs, rent rolls, and/or related documentation attached hereto.

(5) The aggregate amount of Public Infrastructure Credits previously received by the Company against Fee Payments due with respect to the Project for tax years through Tax Year _____ (i.e., the immediately preceding tax year) is \$_____, which leaves \$_____ in verified Company Public Infrastructure investment eligible to be prospectively paid to the Company through the Public Infrastructure Credits under the Agreement. The Company has received Public Infrastructure Credits against Fee Payments due with respect to the Project for a cumulative total of _____ tax years (exclusive of the tax year for which this certification is being prepared).

(6) (a) The Annual Certified Workforce Housing Unit Level meets or exceeds the Certified Workforce Housing Unit Level and, accordingly, the Company is entitled to the full Public Infrastructure Credit of 40% against the Fee Payment due and owing from the Company to the County with respect to the Project for Tax Year _____ (i.e., the Fee Payment due with respect to the Project for Project property placed in service as of December 31, 20____, and due to be paid on or about January 15, 20____).

OR

(b) The Annual Certified Workforce Housing Unit Level is less than the Certified Workforce Housing Unit Level and, accordingly, the Company is entitled to a Public Infrastructure Credit of less than 40% against the Fee Payment due and owing from the Company to the County with respect to the Project for Tax Year _____ (i.e., the Fee Payment due with respect to the Project for Project property placed in service as of December 31, 20____, and due to be paid on or about January 15, 20____), as calculated and illustrated in the formula and example set forth below:

Formula:

D-1

- A. $(\text{Annual Certified Workforce Housing Unit Level} / \text{Certified Workforce Housing Unit Level}) \times 100 = \text{Workforce Housing Shortfall Ratio}$
- B. $40\% \text{ Public Infrastructure Credit} \times \text{Workforce Housing Shortfall Ratio} = \text{applicable Public Infrastructure Credit percentage}$

By way of example, in the event that the Annual Certified Workforce Housing Unit Level is 120 units and the Certified Workforce Housing Unit Level is 150 units resulting in a Workforce Housing Shortfall Ratio of 80, the applicable Public Infrastructure Credit percentage would be 32% (reduced from 40%).

Accordingly, the Company is entitled to a Public Infrastructure Credit of ___% against the Fee Payment due and owing from the Company to the County with respect to the Project for Tax Year _____ (*i.e.*, the Fee Payment due with respect to the Project for Project property placed in service as of December 31, 20__, and due to be paid on or about January 15, 20__).

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

PROJECT MOCKINGBIRD

By: _____
Name: _____
Its: _____

EXHIBIT E (See Section 2.4)

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

See attached.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A RESOLUTION

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

WHEREAS, Richland County Council adopted a resolution dated as of December 12, 2017 (“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 reaffirm its desire to have companies submit such annual reports and to update certain information regarding the submission of the annual reports.

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 no later 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, but may request such other information as the County may deem necessary or prudent:

- 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;
- d. Age, race, gender, and county of residence of each employee at the facility or facilities in the County; and
- e. Average wage of the jobs created as a result of the project.

Section 3. A copy of the then-current form of the annual report may be obtained from the Richland County Economic Development Office. The annual report shall likewise be submitted to the following address (or at such other address or in such other format as may be communicated by the Richland County Economic Development Office) by the required date.

Richland County Economic Development Office
Attention: Existing Industry Manager
1201 Main Street, Suite 1110
Columbia, SC 29201

Section 4. Subject to Section 5 below, this Resolution amends and restates the Prior Resolution in its entirety 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 any agreement between the County and a company with respect to the incentives granted by the County to such company with an effective date on or after January 1, 2024 (“Effective Date”). For any agreements dated before the Effective Date, the Prior Resolution shall be incorporated into the agreement between the County and a company with respect to the incentives granted by the County to such 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.

AND IT IS SO RESOLVED this 7th day of November 2023.

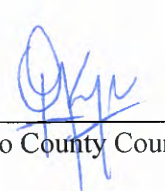
RICHLAND COUNTY, SOUTH CAROLINA



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:

An Ordinance establishing a temporary moratorium on application acceptance, permit issuance, approvals, or other authorizations for demolition, new construction, rezoning, and rehabilitation in the Olympia Mill Village area of unincorporated Richland County; and invoking application of the pending ordinance doctrine

Notes:

First Reading: April 1, 2025

Second Reading:

Third Reading:

Public Hearing:

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Synthia Williams	Title:	Director
Department:	Community Planning & Development	Division:	
Date Prepared:	February 28, 2025	Meeting Date:	March 18, 2025
Legal Review	Christopher Ziegler via email	Date:	March 21, 2025
Budget Review	Maddison Wilkerson via email	Date:	March 18, 2025
Finance Review	Stacey Hamm via email	Date:	March 18, 2025
Approved for consideration:		Assistant County Administrator	Aric A Jensen, AICP
Meeting/Committee	Regular Session		
Subject	Ordinance Establishing a Temporary Moratorium on application acceptance, permit issuance, approvals, and other authorizations for demolition, new construction, rezoning, and rehabilitation in the Olympia Mill Village area of Richland County.		

RECOMMENDED/REQUESTED ACTION:

Staff recommends County Council approve a temporary moratorium in the Olympia Neighborhood, consistent with the terms set forth in the motion of origin.

Request for Council Reconsideration: ☐ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There are no fiscal or budgetary matters to consider.

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter; however, the County Attorney's Office stresses the importance of prompt action in researching and implementing any changes.

REGULATORY COMPLIANCE:

SC Code Sections 4-9-30(9) and (17) grants the County the power to adopt this ordinance.

MOTION OF ORIGIN:

"...to direct the Administrator to draft a moratorium ordinance and bring it back to Council for review."

Council Member	The Honorable Allison Terracio, District 5
Meeting	Regular Session
Date	February 4, 2025

STRATEGIC & GENERATIVE DISCUSSION:

As approved by Council during its February 04, 2024 meeting, staff has prepared an ordinance to impose a moratorium on various building activities in the Olympia neighborhood during the time that an Olympia Character Overlay District is under consideration. A moratorium on certain building and demolition permits will give the Planning Commission and County Council time to develop the architectural standards for the Olympia Character Overlay District ordinance. The recommendation is for a 180-day (6 month) moratorium and to invoke the pending ordinance doctrine upon first reading.

Passing the moratorium ordinance will prevent the issuance of permits for new development, redevelopment, and demolition that may go against the proposed architectural standards recommended in the Olympia Character Overlay District.

Failure to pass the moratorium will allow the issuance of permits for new development, redevelopment and demolition that do not meet the proposed architectural standards.

The draft Olympia Character Overlay District ordinance was presented to the Planning Commission for consideration at its March 3, 2025 regular meeting. The Commission communicated its support for the effort, directed staff to collect each Commissioner's input, and to return on April 7, 2025 with an updated draft for its consideration.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Plan for Growth through Inclusive and Equitable Infrastructure

Objective: Provide equitable living and housing options

Initiative: Provide affordable and equitable housing options for all Richland County residents while enhancing growth opportunities within unincorporated Richland County

ADDITIONAL COMMENTS FOR CONSIDERATION:

The proposed Overlay ordinance will help preserve existing, affordable, single family housing units in a key urban section of the County, while still allowing for new development where appropriate.

ATTACHMENTS:

1. A draft ordinance establishing a temporary moratorium on application acceptance, permit issuance, approvals, or other authorizations for demolition, new construction, rezoning, and rehabilitation in the Olympia Mill Village area of Richland County; and invoking application of the pending ordinance doctrine
2. Olympia Overlay Area Map

STATE OF SOUTH CAROLINA
STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-25HR

AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON APPLICATION ACCEPTANCE, PERMIT ISSUANCE, APPROVALS, OR OTHER AUTHORIZATIONS FOR DEMOLITION, NEW CONSTRUCTION, REZONING, AND REHABILITATION IN THE OLYMPIA MILL VILLAGE AREA OF UNINCORPORATED RICHLAND COUNTY; AND INVOKING APPLICATION OF THE PENDING ORDINANCE DOCTRINE

WHEREAS, Richland County Council (“Council”) is empowered to enact ordinances for the implementation and enforcement of powers granted to it pursuant to Sections 4-9-30(9) and (17) of the South Carolina Code of Laws and to exercise other powers as necessary to promote the health, safety, and welfare of Richland County; and

WHEREAS, Council is empowered to establish a neighborhood overlay district to protect and preserve the unique design features and character of an established neighborhood within the unincorporated areas of the County and to promote new construction that is compatible with the character of the existing neighborhood; and

WHEREAS, Council adopted the Capital City Mill District Neighborhood Master Plan on November 14, 2007 which recommended the adoption of a neighborhood character overlay district to preserve historic character and provided a unified framework for design and development in the Mill District; and

WHEREAS, the Olympia Mill Village, located within the Mill District South of Olympia and Granby Mills, served as a mill village surrounding the Olympia Mill that was constructed in 1899; and

WHEREAS, consistent with the recommendation to adopt a neighborhood character overlay the Richland County Planning Commission began developing guidelines for the Olympia Mills Neighborhood Overlay District; and

WHEREAS, Council determines and finds it beneficial for the operations of the County and beneficial for the promotion of the public interest in orderly and prudent development of the County, for the County to review and study the impact of construction, demolition, rezoning, and rehabilitation in the Olympia Mill Village and develop appropriate guidelines ; and

WHEREAS, Council further determines and finds the benefits and effectiveness of such a review and study will be aided and facilitated by a temporary moratorium on the acceptance of applications, issuance of permits, approvals, or other authorizations for new construction, demolition, rezoning, or rehabilitation in the Olympia Mill Village; and

WHEREAS, Council believes and finds it is appropriate to establish, by this Ordinance, a temporary moratorium period of one hundred eighty (180) days on the acceptance of applications, issuance of permits, approvals, or other authorizations for new construction, demolition, rezoning, or rehabilitation in the Olympia Mill Village; and

WHEREAS, Council finds that it is in the public interest to invoke the pending ordinance doctrine upon first reading of this Ordinance.

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 RICHLAND COUNTY COUNCIL:

SECTION I. Moratorium Imposed. Richland County Council hereby declares a moratorium on the acceptance of applications, issuance of permits, approvals, or other authorizations for new construction, demolition, rezoning, or rehabilitation in the Olympia Mill Village:

- (A) All activities by the County, including County staff and any of the County's agents, boards, committees, or commissions in connection with the acceptance, review, processing, and granting of applications for approvals, permit issuance, or other permissions related to new construction, demolition, rezoning, or rehabilitation in the Olympia Mill Village, located within the unincorporated area of the County, are temporarily suspended.
- (B) A temporary moratorium is established to give the County adequate time and opportunity to review and study, analyze, and make recommendations to Council concerning guidelines for the Neighborhood Character Olympia Mill Village Overlay District.
- (C) This moratorium shall not have any affect upon applications approved or permits issued prior to the date of the first reading of the adoption of this Ordinance. Otherwise, the provisions of this Ordinance shall be effective under the pending ordinance doctrine from the date of approval of first reading.
- (D) A map, provided by the Richland County Department of Planning and Development Services, delineating the area in which the temporary moratorium is established is hereby incorporated herein and adopted by Council. See Attached Exhibit "A".

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. This Ordinance takes effect under the pending ordinance doctrine from the date of approval of first reading by the Richland County Council.

SECTION V. This Ordinance shall expire one hundred eighty (180) days following the date of adoption of this Ordinance or until rescinded by Richland County Council, whichever is earlier. The Council, by subsequent Ordinance, may extend the temporary moratorium for a further time period upon appropriate findings.

RICHLAND COUNTY COUNCIL

By: _____

Jesica Mackey, Chair

Richland County Council District 9

ATTEST THIS THE ____ DAY

OF _____, 2025.

Anette Aquino Kirylo

Clerk of Council

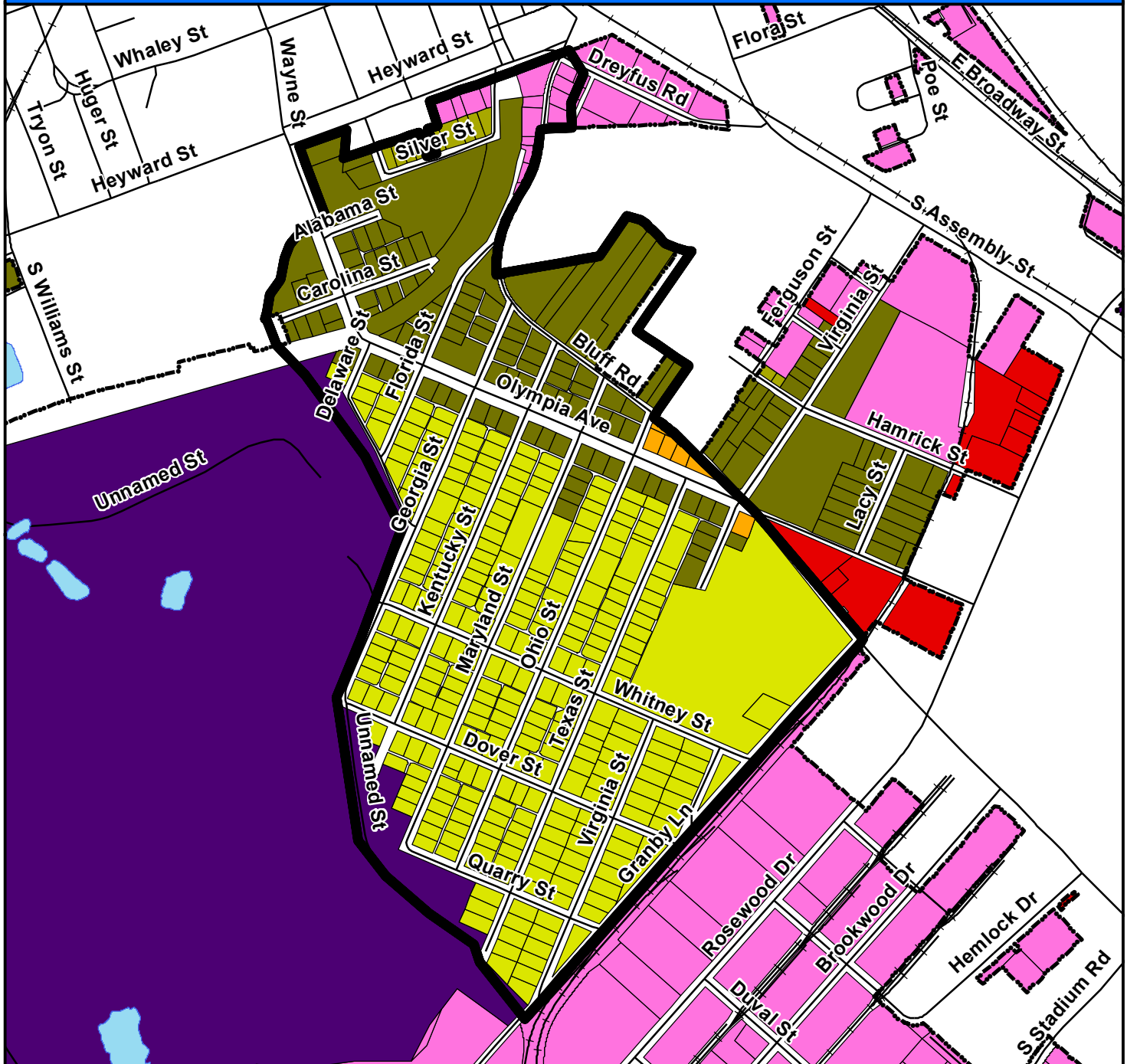
RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only

No Opinion Rendered As To Content

First Reading:
Second Reading:
Public Hearing:

Olympia - Overlay Area



ZONING CLASSIFICATIONS

OS	R1	R5	GC	HI	CC-4
AG	R2	R6	M-1	CC-1	PD
HM	R3	RC	INS	CC-2	Subject Property
RT	R4	MU1	LI	CC-3	



Richland County Council Request for Action

Subject:

An Ordinance to raise revenue, make appropriations, and adopt FY 2025 Annual Budget for Richland County, South Carolina; authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2024 will provide sufficient revenues for the operations of Richland County Government from July 1, 2024 through June 30, 2025 (Fiscal Year 2025)

Notes:

First Reading: April 1, 2025

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____ 24-HR

An Ordinance to raise revenue, make appropriations, and adopt FY 2025 Annual Budget for Richland County, South Carolina; authorizing the levying of Ad Valorem property taxes which together with the prior year’s carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2024 will provide sufficient revenues for the operations of Richland County Government from July 1, 2024 through June 30, 2025 (Fiscal Year 2025)

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 1. The following appropriations by activity and the estimated revenue to support these appropriations, as well as other supporting documents contained in the adopted Fiscal Year 2024-2025 Annual Budget is hereby adopted, with such supporting documents being made reference to and incorporated herein by reference, as follows:

Fund	Revenue	Transfer In	Fund Balance	Total Sources	Expenditures	Transfer Out	Total Uses
General Fund Operating	\$216,959,183	\$8,286,209	\$8,132,616	\$233,378,008	\$218,258,199	\$15,119,809	\$233,378,008
General Fund Capital		\$0	\$6,225,000	\$6,225,000	\$6,225,000		\$6,225,000
General Fund	\$216,959,183	\$8,286,209	\$14,357,616	\$239,603,008	\$224,483,199	\$15,119,809	\$239,603,008
Special Revenue							
Victim's Rights	\$195,000	\$1,212,504	\$0	\$1,407,504	\$1,407,504	\$0	\$1,407,504
Tourism Development	\$1,332,000	\$0	\$222,121	\$1,554,121	\$1,332,000	\$222,121	\$1,554,121
Temporary Alcohol Permits	\$111,947	\$0	\$115,000	\$226,947	\$226,947	\$0	\$226,947
Emergency Telephone System	\$3,465,057	\$3,556,442	\$762,050	\$7,783,549	\$7,608,473	\$175,076	\$7,783,549
Fire Service	\$32,530,001	\$0	\$4,321,849	\$36,851,850	\$32,509,073	\$4,342,777	\$36,851,850
Stormwater Management	\$4,093,800	\$0	\$183,741	\$4,277,541	\$4,028,800	\$248,741	\$4,277,541
Conservation Commission Fund	\$994,000	\$143,988	\$1,470,564	\$2,608,552	\$2,562,343	\$46,209	\$2,608,552
Neighborhood Redev. Fund	\$994,000	\$0	\$0	\$994,000	\$952,907	\$41,093	\$994,000
Hospitality Tax	\$10,442,422	\$0	\$3,555,182	\$13,997,604	\$9,012,254	\$4,985,350	\$13,997,604
Accommodation Tax	\$640,000	\$0	\$232,148	\$872,148	\$750,000	\$122,148	\$872,148
Title IVD - Sheriff's Fund	\$32,000	\$35,824	\$0	\$67,824	\$67,824	\$0	\$67,824
Title IV - Family Court	\$1,101,701	\$324,015	\$0	\$1,425,716	\$1,425,716	\$0	\$1,425,716
Road Maintenance Fee	\$6,338,862	\$0	\$5,703,215	\$12,042,077	\$11,594,086	\$447,991	\$12,042,077
Public Defender	\$2,309,184	\$4,337,543	\$0	\$6,646,727	\$6,646,727	\$0	\$6,646,727
Transportation Tax	\$96,682,144	\$0	\$0	\$96,682,144	\$2,846,691	\$93,835,453	\$96,682,144
Mass Transit	\$0	\$27,198,375	\$0	\$27,198,375	\$27,198,375	\$0	\$27,198,375
School Resource Officers	\$6,595,773	\$1,964,979	\$0	\$8,560,752	\$7,961,127	\$599,625	\$8,560,752
Economic Development	\$4,360,872	\$1,096,331	\$3,500,000	\$8,957,203	\$7,228,830	\$1,728,373	\$8,957,203
Child Fatality Review	\$35,000	\$0	\$0	\$35,000	\$35,000	\$0	\$35,000
Special Revenue Total	\$172,253,763	\$39,870,001	\$20,065,870	\$232,189,634	\$125,394,677	\$106,794,957	\$232,189,634
Debt Service							
General Debt Service	\$18,721,888	\$0	\$0	\$18,721,888	\$18,721,888	\$0	\$18,721,888
Fire Bonds 2018B 1,500,000	\$555,000	\$0	\$0	\$555,000	\$555,000	\$0	\$555,000
RFC-IP Revenue Bond 2019	\$1,605,577	\$0	\$0	\$1,605,577	\$1,605,577	\$0	\$1,605,577
Hospitality Refund 2013A B/S	\$0	\$1,486,963	\$0	\$1,486,963	\$1,486,963	\$0	\$1,486,963
East Richland Public Svc Dist.	\$1,438,560	\$0	\$0	\$1,438,560	\$1,438,560	\$0	\$1,438,560
Recreation Commission Debt Svc	\$458,016	\$0	\$0	\$458,016	\$458,016	\$0	\$458,016
Riverbanks Zoo Debt Service	\$2,670,190	\$0	\$0	\$2,670,190	\$2,670,190	\$0	\$2,670,190
School District 1 Debt Service	\$69,127,795	\$0	\$0	\$69,127,795	\$69,127,795	\$0	\$69,127,795
School District 2 Debt Service	\$64,845,932	\$0	\$0	\$64,845,932	\$64,845,932	\$0	\$64,845,932
Transportation Debt Service		\$14,434,250	\$0	\$14,434,250	\$14,434,250	\$0	\$14,434,250
Debt Service Total	\$159,422,958	\$15,921,213	\$0	\$175,344,171	\$175,344,171	\$0	\$175,344,171
Enterprise Funds							
Solid Waste Enterprise Fund	\$45,612,681	\$0	\$0	\$45,612,681	\$44,041,800	\$1,570,881	\$45,612,681
Richland County Utilities	\$15,015,898	\$0	\$10,000,000	\$25,015,898	\$23,451,907	\$1,563,991	\$25,015,898
Hamilton-Owens Airport Operating	\$268,000	\$0	\$365,330	\$633,330	\$532,691	\$100,639	\$633,330
Enterprise Funds Total	\$60,896,579	\$0	\$10,365,330	\$71,261,909	\$68,026,398	\$3,235,511	\$71,261,909
Millage Agencies							
Richland Cnty Recreation Commission	\$19,743,400	\$0	\$0	\$19,743,400	\$19,743,400	\$0	\$19,743,400
Columbia Area Mental Health	\$3,017,923	\$0	\$0	\$3,017,923	\$3,017,923	\$0	\$3,017,923
Public Library	\$34,505,365	\$0	\$0	\$34,505,365	\$34,505,365	\$0	\$34,505,365
Riverbanks Zoo	\$1,517,888	\$0	\$0	\$1,517,888	\$1,517,888	\$0	\$1,517,888
Midlands Technical College	\$8,321,255	\$0	\$0	\$8,321,255	\$8,321,255	\$0	\$8,321,255
Midlands Tech Capital/Debt Service	\$4,427,677	\$0	\$0	\$4,427,677	\$4,427,677	\$0	\$4,427,677
School District One	\$270,928,511	\$0	\$0	\$270,928,511	\$270,928,511	\$0	\$270,928,511
School District Two	\$193,918,258	\$0	\$0	\$193,918,258	\$193,918,258	\$0	\$193,918,258
Millage Agencies Total	\$536,380,277	\$0	\$0	\$536,380,277	\$536,380,277	\$0	\$536,380,277
Grand Total	\$1,145,912,760	\$64,077,423	\$44,788,816	\$1,254,778,999	\$1,129,628,722	\$125,150,277	\$1,254,778,999

SECTION 2. Mileage rate paid to County employees shall be the same as the U.S. Federal reimbursement rate per mile for the fiscal period stated above.

SECTION 3. All fees previously approved by the County Council, either through budget ordinances or ordinances apart from

the budget, will remain in effect unless and until the County Council votes to amend those fees.

SECTION 4. No County fees, excluding fees from SECTION 16, SECTION 17, SECTION 18 and SECTION 19, based on CPI shall be adjusted on the current year inflationary adjustment (CPI) due to the small incremental change.

SECTION 5 At fiscal year-end, any funds encumbered for capital purchases shall reflect as a designation of fund balance in the Annual Comprehensive Financial Report and shall be brought forward in the subsequent fiscal year as budgeted fund balance. This automatic re-budgeting shall not require a supplemental budget ordinance.

SECTION 6. Continuation grants and those with no personnel or match requests are considered approved as presented with budget adoption up to available budgeted match dollars. All other grants will require individual Council approval prior to award acceptance.

SECTION 7. Commensurate with budget authority, the County Administrator may approve purchases in the amount of one hundred thousand dollars (\$100,000) or less. Purchases in excess of one hundred thousand dollars (\$100,000) shall be reviewed and approved by the County Council prior to acceptance.

SECTION 8. All non-exclusive contracts exceeding \$100,000 and existing at the time of budget adoption shall be renewed for the subsequent fiscal year provided the following conditions exist: The services provided under the contract will continue to be required in the subsequent fiscal year; the contract was originally procured through the County's Procurement Division utilizing the competitive procurement method, where appropriate, and following all other procurement ordinances, regulations and guidelines; The contract is within a five-year period during which contracts may be renewed annually upon mutual agreement by both parties not to exceed five years; the performance of the contractor has been confirmed, in writing, by the user department and by the Manager of Procurement to be satisfactory; Budget dollars have been appropriated by the County Council to fund the contract for the subsequent fiscal year. All items included on the State contract greater than \$100,000 are considered as reviewed and approved therefore will not be required to go back to Council for additional approval.

SECTION 9. Designated fund balance allocated in prior years for the establishment of an emergency disaster fund, economic development fund, and an insurance reserve fund shall remain as designated, but only to the extent of available fund balance as approved by the County Administrator.

SECTION 10. All One-percent funds collected through established Multi-County Industrial Park agreements or the funds from the completed sale of any county-owned property in a multi-county park shall be placed in the Richland County Economic Development Fund and be immediately appropriated for the purpose of continued Economic Development. This appropriation shall not require a supplemental budget ordinance.

SECTION 11. Funds awarded to the Sheriff's Department through forfeiture are included as part of this ordinance and Council designates, as the governing body, that the Sheriff shall maintain these funds in accordance with Federal, State and County guidelines. All forfeited funds will be audited along with the General Fund and posted at that time.

SECTION 12. The County will be self-funded against tort claim liability and shall no longer carry an excess liability insurance policy. Funding shall be established through the annual automatic re-budgeting of these County funded accounts. The amount to be carried forward shall not exceed the unspent portion of the current year appropriation and shall be used only for the original intended purpose as identified in the year of appropriation. This shall increase the original appropriated budget and shall not require a separate budget amendment.

SECTION 13. The Sheriff and Finance Director will assess the status of fees collected through the Special Duty Program prior to the end of fiscal year 2024. All excess funds collected for the administrative cost over cost incurred shall reflect as a designation of fund balance and shall be brought forward in the following fiscal year as budgeted fund balance. This automatic re-budgeting shall not require a supplemental budget ordinance. Continuation of the Special Duty Program and associated fees shall be evaluated each year during the budget process.

SECTION 14. The appropriation includes the approval of the Sheriff's Department School Resource Officer Program. Funding shall be contingent upon annual approval and appropriation by County Council. At the end of each fiscal year, the Finance Director and the Sheriff will assess the status of the billing and collections for each school district as of the end of the fiscal year. Any program shortfall of collections for the fiscal year by the School District shall result in additional collection procedures inclusive of charging shortfall to the Sheriff's Department fiscal budget. All excess funds collected beyond cost of the program shall be brought forward in the subsequent budget year as a budgeted use of fund balance and made available to the Sheriff's Department to be used toward the district-specific program cost. The automatic re-budgeting shall not require a supplemental budget ordinance. Continuation of the School Resource Officer program and associated fees shall be evaluated each fiscal year during the budget process.

SECTION 15. All funds collected by the Sheriff's Department as a cost reimbursement from employees shall be credited back to the sheriff's budget and allowed to utilize for other operational cost.

SECTION 16. During its June 18, 2024 meeting, Richland County Council approved changes in the Land Development Fee Schedule effective July 1, 2024 (FY 2025). New fee schedule is as follows:

Residential Plan Review

Review Type	Description of services	Proposed Cost
Sketch plan	Review of conceptual plan, first resubmittal, and Development	
	Review Team meeting	\$650
Preliminary Plan Review	Initial review & first submittal, initial record drawing review	\$750+\$20/lot
Additional reviews	Each additional review	50% of original fee
Additional record drawing reviews	Each additional review	\$500
Land Disturbance Permit	Disturbance permit and MS4 inspections	2years \$3,000+\$200ac 5years \$4,500+ \$200/ac
	Preconstruction meeting	covered by LDP fee
	Inspection reports	covered by LDP fee
	Final inspection for NOT	covered by LDP fee
	Re-inspection of final inspection	\$750
Permit renewal	Per year after initial permit expires	\$1,000
Modification to approved plans	Major, minor and owner revision	25% of original fee

Infrastructure Fees

Road inspections	Inspection of roadway base, first proof roll, asphalt paving, curb and gutter, and sidewalk	\$1250 +\$1/LF
Storm Drainage Pipe	Visual inspection at install, check of inverts, slope, and camera inspection as needed	\$0.25/LF
Reinspection of sub-standard infrastructure		\$250 every 500LF
Warranty Bond	(submission required to release construction surety) review of bond and release letters	\$250

Non-compliance Fees

Stop Work	A site inspection is required to lift a stop work order	\$1,200
Unauthorized work	Work without a permit or approval; fee is in addition to standard permitting fees	\$1,000

Commercial Plan Review

Review Type	Description of services	Proposed Cost
Preliminary Plan Review	Initial review & first submittal, initial record drawing review	\$1,250
Additional reviews	Each additional review	\$250
Additional record drawing reviews	Each additional review	\$250
Land Disturbance Permit	Disturbance permit and MS4 inspections	2years \$1,500+\$100/ac 5years \$3,500+ \$100/ac
	preconstruction meeting	covered by LDP fee
	inspection reports	covered by LDP fee
	final inspection for NOT	covered by LDP fee
Re-inspection of final inspection		\$750
Permit renewal	Per year after initial permit expires	\$1,000
Modification to approved plans	Major, minor and owner revision	25% of original fee
Linear Projects	Initial review & first submittal, initial record drawing review	based on disturbance
	< 1 acre	\$325
	>1 ac- 5 ac	\$500
	>5ac	\$750
	Additional reviews	50% original fee
	LDP linear projects >1ac	\$525
Small commercial	<1ac, no engineered infrastructure	\$325

Miscellaneous		
Encroachments	Work inside County right-of-way	\$300
SWPPPs	Level 1 project working under a SWPPP	\$300
SWPPPs	Level 2 project working under a SWPPP	\$500
Individual Lot Development	IL-NOI aggregating to >1 acre inside a larger common plan	\$300 + \$20/lot
*Fee waiver will apply to residents working on property they own		

Plat Reviews

Type	Description of services	Proposed Cost
Bonded Plat	Review of plat- initial review and first resubmittal	\$150 +\$20/lot
	Review of bond estimate and surety, 1 site inspection	\$500
Final Plat	Review of plat- initial review and first resubmittal	\$80 +\$10/lot
Additional reviews for any plat	Each additional review	\$250

SECTION 17. During its June 18, 2024 meeting, Richland County Council approved an increase in the Solid Waste rates effective July 1, 2024 (FY2025). The new rates for curbside, as approved, are as follows:

- Solid Waste Rates FY2025:
- Residential Curbside \$385.58
 - Backyard Pickup \$694.04
 - Disability Backyard Service - \$385.58
 - Commercial Curbside Service - \$771.16
 - Rollcart Initial Setup Fee - \$75.00
 - C&D Disposal at Richland County Landfill - \$27.50 per ton (waste must originate in Richland County)
 - Yard/Land Clearing Debris/Dirt - \$27.50 per ton
 - Brown Goods/Bulk Items - \$27.50 per ton
 - Metal and Appliances - \$27.50 per ton
 - Mattress/Box Spring – No Charge for Richland County Residents (Limit 2 per day, Mattress & Box Spring

are 1)

- Mattress/Box Spring Commercial - \$352.00 per ton
- Tires Commercial - \$1.50 each or \$150 per ton
- Residential Tire with proper identification – No Charge (Limit 4 per day)
- Large Commercial Truck Tires (22.5, AG, etc) - \$5.60 each
- Residential Electronic Waste (Up to 5 electronic items per day) – No Charge
- Commercial Electronic Waste, Landfill Only - \$1.10 per lb
- Residential Mulch – County residents receive mulch at no charge. Resident self-load. Landfill only
- Commercial Mulch - \$14.00 per ton, Landfill only
- Residential Latex Paint, No Charge for Richland County residents. (Up to 5 cans of any size per day)
- Commercial Latex Paint - \$1.10 per lb

SECTION 18. During its June 18, 2024 meeting, Richland County Council approved an increase in the Utilities’ fees for water effective July 1, 2024 (FY 2025). New fees, as approved, are as follows:

1st 1,000 gallons	\$23.00
Minimum base charge standard Meter	
Next 8,000 gallons	\$5.14/1000 gallons
Next 11,000 gallons	\$4.81/1000 gallons
Next 10,000 gallons	\$4.53/1000 gallons
Next 30,000 gallons	\$4.26/1000 gallons
Next 60,000 gallons	\$3.87/1000 gallons

SECTION 19. During its June 18, 2024 meeting, Richland County Council approved an increase in the Utilities’ fees for sewer effective July 1, 2024 (FY 2025). New fees, as approved, are as follows:

Sewer Rates:
FY2025: \$74.91

SECTION 20. Conflicting Ordinances Repealed. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 21. 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 22. Effective Date. This Ordinance shall become effective March 4, 2025

Richland County Council

By: _____

First Reading: FY 2025 – May 7, 2024
Public Hearing: FY 2025 –May 23, 2024
Second Reading: FY 2025 – June 4, 2024
Third Reading: FY 2025 – June 18, 2024
Budget Amendment: FY 2025 – March 4, 2025

Richland County Council Request for Action

Subject:

An Ordinance Authorizing the East Richland County Public Service District, South Carolina to issue not exceeding \$10,000,000 of General Obligation Bonds; and providing for other matters related thereto

Notes:

First Reading:

Second Reading:

Third Reading:

Public Hearing:

**RICHLAND COUNTY
ADMINISTRATION**

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

**Agenda Briefing**

Prepared by:	Ashiya Myers	Title:	Assistant to the County Administrator
Department:	Administration	Division:	
Date Prepared:	March 11, 2025	Meeting Date:	March 25, 2025
Legal Review	Patrick Wright via email	Date:	March 12, 2025
Budget Review	Maddison Wilkerson via email	Date:	March 12, 2025
Finance Review	Stacey Hamm via email	Date:	March 12, 2025
Approved for consideration:		County Administrator	Leonardo Brown, MBA, CPM
Meeting/Committee	Administration & Finance		
Subject	2025 East Richland Public Service District General Obligation Bond		

RECOMMENDED/REQUESTED ACTION:

The East Richland Public Service District seeks authorization from Richland County Council to issue general obligation bonds to defray the costs of improvements and/or repairs to its wastewater system.

Request for Council Reconsideration: ☒ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There is no fiscal impact to nor obligation of the County. The Commission estimates that the costs of the project and the costs of issuance of the Bonds will not exceed \$10,000,000. The District's bonds do not constitute debt of the County and do not count against the County's debt limit. The District also indicates that it will structure the repayment of the bonds so that no millage increase is required.

Applicable fund, cost center, and spend category: Not applicable

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

South Carolina Code of Laws

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

The East Richland Public Service District is planning to issue not to exceed \$10,000,000 of its general obligation bonds to pay for various improvements to its facilities. As a special purpose district, under state law, the District must request and secure approval from Richland County prior to issuing general obligation bonds. The District has provided the attached "Bond Situation Sheet," which provides additional background on the planned bond issue.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Foster Good Governance

Objective: Collaborate with other governments

Goal: Plan for Growth

Objective: Create excellent facilities

ATTACHMENTS:

1. Bond Situation Sheet
2. An Ordinance Authorizing the East Richland County Public Service District, South Carolina To Issue Not Exceeding \$10,000,000 Of General Obligation Bonds; And Providing for Other Matters Related Thereto
3. A Resolution Ordering A Public Hearing to Be Held on The Issuance of Not Exceeding \$10,000,000 Aggregate Principal Amount of General Obligation Bonds of The East Richland County Public Service District, South Carolina; Providing for The Publication of The Notice of Such Public Hearing; And Other Matters Relating Thereto.
4. A Resolution Approving the Incurring of General Obligation Debt in An Amount Not Exceeding \$10,000,000; Declaring the Intent of The East Richland County Public Service District Commission to Reimburse the East Richland County Public Service District with The Proceeds of Such Obligations; And Authorizing A Petition to The County Council of Richland County Pursuant to Section 6-11-830 Of the Code of Laws Of South Carolina 1976, As Amended

BOND SITUATION SHEET

Issuer:	East Richland County Public Service District, South Carolina (the “District”)
Amount of Bonds:	Not exceeding \$10,000,000
Type of Bonds:	General Obligation (GO)
Purpose:	<p>The District is seeking authorization from Richland County Council, as the governing body of Richland County, South Carolina (“County Council”) to issue general obligation bonds in order to defray the costs of (i) improvements and/or repairs to its wastewater system, including (A) Basin 16 rehabilitation of sewer lines, including 22 sub-basins therein; (B) Basin 16 pump station and force main; (C) I-20 and I-277 sewer line extensions; (D) replacements of pumps at Quail Lane and Decker Boulevard pump stations; (E) rehabilitation of 18-inch sewer lines along Jackson Creek and 8-Mile Branch; (F) rehabilitation of 18-inch sewer lines along Forest Lake and Rockford Lake; (G) Whitehouse Road improvements; (H) improvements to the Fort Jackson pump station; and (ii) other general improvements, repairs and expansions to the District’s sewage collection, treatment, and disposal system (collectively, to the extent financed with proceeds of the Bonds, the “Project”). The Commission estimates that the costs of the Project, together with the costs of issuance of the Bonds, will not exceed \$10,000,000.</p>
Restrictions on Proceeds:	All bond proceeds are restricted to the purposes described above as set forth the proposed authorizing ordinance.
Impact on Millage:	No millage is expected in connection with the bonds. The District anticipates structuring new debt service taking into account existing debt service, which, after taking into account the amortization of existing obligations, will not result in a millage increase.
Procedural Posture:	Upon receipt of the petition from the District, the South Carolina Code requests County Council to hold a public hearing on the question of the issuance of the bonds. Following the hearing, the District requests that County Council enact an ordinance finding whether and to what extent the bonds should be issued and authorizing the governing body of the District to issue the bonds.

ACTIONS REQUESTED OF COUNTY COUNCIL

1. Adopt a resolution authorizing a public hearing and notice thereof;

2. Hold a public hearing on the proposed bonds; and
3. Enact an ordinance authorizing the District to issue bonds in an amount not to exceed \$10,000,000.

RECOMMENDATIONS

1. Adopt a resolution on April 15, 2025, authorizing a public hearing on June 3, 2025 at 6:00 p.m.
2. Give first reading to the authorizing ordinance on April 15, 2025, second reading on May 6, 2025, and public hearing/third reading on June 3, 2025.

AN ORDINANCE AUTHORIZING THE EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT, SOUTH CAROLINA TO ISSUE NOT EXCEEDING \$10,000,000 OF GENERAL OBLIGATION BONDS; AND PROVIDING FOR OTHER MATTERS RELATED THERETO

AUTHORIZING ORDINANCE

June 3, 2025

**BE IT ORDAINED BY THE COUNTY COUNCIL OF RICHLAND COUNTY,
SOUTH CAROLINA, AS FOLLOWS:**

ARTICLE I – FINDINGS

Section 1.01 Findings of Fact.

The County Council of Richland County (the “**County Council**”), the governing body of Richland County, South Carolina (the “**County**”), hereby finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “**Constitution**”), provides that special purpose districts may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law, subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding 8% of the assessed value of all taxable property of such special purpose district (the “**Bonded Debt Limit**”).

(b) Pursuant to Title 6, Chapter 11, Article 5 of the Code of Laws of South Carolina 1976, as amended (the “**Enabling Act**”), the governing body of any county in the State of South Carolina (the “**State**”) may authorize the issuance of general obligation bonds by special purpose districts located within its bounds to defray the cost of any authorized purpose and for any amount not exceeding such special purpose district’s applicable Bonded Debt Limit..

(c) East Richland County Public Service District, South Carolina (the “**District**”) was created and established as a special purpose district, a body politic and corporate, pursuant to the provisions of Act No. 1114 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1960, as amended. The District is located wholly within the County and is authorized, *inter alia*, (i) to provide and perform sewage collection, disposal and treatment, (ii) to acquire, purchase, hold, use, lease, mortgage, sell, transfer and dispose of any property, real, personal, or mixed, or any interest therein, and (iii) to do all other acts and things necessary or convenient to carry out any function or power committed or granted to the District.

(d) Pursuant to Section 6-11-830 of the Enabling Act, the County Council, upon petition of the governing body of any special purpose district, may determine that it is in the interest of such special purpose district to raise moneys for the furtherance of any power or function of the special purpose district and order a public hearing to be held upon the question of the issuance of general obligation bonds of the District.

(e) The County is in receipt of a petition from the East Richland County Public Service District Commission (the “**Commission**”), the governing body of District, requesting authorization to issue not exceeding \$10,000,000 of general obligation bonds (the “**Bonds**”) in order to (1) defray the costs of (1) defray the costs (i) improvements and/or repairs to its wastewater system, including (A) Basin 16 rehabilitation of sewer lines, including 22 sub-basins therein; (B) Basin 16 pump station and force main; (C) I-20 and I-277 sewer line extensions; (D) replacements of pumps at Quail Lane and Decker Boulevard pump stations; (E) rehabilitation of 18-inch sewer lines along

Jackson Creek and 8-Mile Branch; (F) rehabilitation of 18-inch sewer lines along Forest Lake and Rockford Lake; (G) Whitehouse Road improvements; (H) improvements to the Fort Jackson pump station; and (ii) other general improvements, repairs and expansions to the District's sewage collection, treatment, and disposal system (collectively, to the extent financed with proceeds of the Bonds, the "**Project**"), and (2) pay the costs of issuance of the Bonds.

(f) By action previously taken, the County Council ordered that a public hearing (the "**Public Hearing**") on the question of the issuance of the Bonds be held on June 3, 2025, at 6:00 p.m., and the notice of the Public Hearing was duly published once a week for three successive weeks in *The State*, a newspaper of general circulation in the County.

(g) The Public Hearing has been duly held at the time and date and in the manner set forth above and was conducted publicly. 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 the Enabling Act to make a finding as to whether or not the Bonds should be issued.

(h) The County Council finds that it is in the interest of the District to authorize and provide for the issuance and sale of the Bonds of the District pursuant to the aforesaid provisions of the Constitution and laws of the State for the purposes of providing funds for the Project and providing for the costs of issuance of the Bonds.

ARTICLE II – AUTHORIZATIONS

Section 2.01 Authorizations.

(a) It is found and determined that each statement of fact set forth in the preamble of this ordinance (this "**Ordinance**") is in all respects true and correct.

(b) On the basis of the facts adduced at the Public Hearing, it is found and determined that the Commission is authorized to issue the Bonds.

(c) The County Council finds that the Commission should issue the Bonds in the amount of not exceeding \$10,000,000 as a single issue or from time to time as several separate issues, as the Commission, in its sole discretion, shall determine. The issuance of the Bonds is not conditioned upon the holding of a special election and no further action or authorization of the County shall be required as a condition for the issuance of the Bonds.

(d) Notice of the enactment of this Ordinance, as required by Section 6-11-870 of the Enabling Act and in substantially similar form to that attached hereto as Exhibit A, shall be published in *The State* for three successive weeks. Such notice, upon the first publication thereof, shall also constitute proper notice of action as authorized by Section 11-27-40(8) of the Code of Law of South Carolina 1976, as amended.

Section 2.02 Ordinance to be Provided to District.

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, the Bonds in the aggregate principal amount of not exceeding \$10,000,000.

Section 2.03 Further Action.

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

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DONE AND ENACTED, this 3rd day of June 2025.

COUNTY COUNCIL OF RICHLAND COUNTY

(SEAL)

Jesica Mackey, Chair

Attest:

Anette Kirylo, Clerk
County Council of Richland County

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:	April 15, 2025
Second Reading:	May 6, 2025
Public Hearing:	June 3, 2025
Third Reading:	June 3, 2025

EXHIBIT A

NOTICE OF ACTION

Notice is hereby given pursuant to the provisions of Sections 6-11-870 and 11-27-40(8) of the Code of Laws of South Carolina 1976, as amended (together, the “Authorizing Acts”), as follows:

Following a public hearing held June 3, 2025, the County Council of Richland County (the “County Council”), the governing body of Richland County, South Carolina, enacted that certain ordinance, entitled “AN ORDINANCE AUTHORIZING THE EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT, SOUTH CAROLINA TO ISSUE NOT EXCEEDING \$10,000,000 OF GENERAL OBLIGATION BONDS; AND PROVIDING FOR OTHER MATTERS RELATED THERETO” on June 3, 2025 (the “Ordinance”).

East Richland County Public Service District, South Carolina (the “District”), a special purpose district established in Richland County, as a body politic and corporate pursuant to the provisions of Act No. 1114 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1960, as amended, has been authorized by the provisions of the Ordinance to issue not exceeding \$10,00,000 in aggregate principal amount of general obligation bonds of the District (the “Bonds”) as a single issue or from time to time as several separate issues, in order to (1) defray the costs of (i) improvements and/or repairs to its wastewater system, including (A) Basin 16 rehabilitation of sewer lines, including 22 sub-basins therein; (B) Basin 16 pump station and force main; (C) I-20 and I-277 sewer line extensions; (D) replacements of pumps at Quail Lane and Decker Boulevard pump stations; (E) rehabilitation of 18-inch sewer lines along Jackson Creek and 8-Mile Branch; (F) rehabilitation of 18-inch sewer lines along Forest Lake and Rockford Lake; (G) Whitehouse Road improvements; (H) improvements to the Fort Jackson pump station; and (ii) other general improvements, repairs and expansions to the District’s sewage collection, treatment, and disposal system, and (2) pay the costs of issuance of the Bonds.

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 will be irrevocably pledged, and there will be levied annually a tax without limit on all taxable property within the area of the District sufficient to pay the principal of and interest on the Bonds as they respectively mature, and to create such sinking fund therefor.

No election has been ordered in the District upon the question of the issuance of the Bonds.

Any persons affected by the action aforesaid of the County Council may object to the Ordinance and challenge the action of the County Council by following the procedures provided in the Authorizing Acts.

COUNTY COUNCIL OF RICHLAND COUNTY

A RESOLUTION

ORDERING A PUBLIC HEARING TO BE HELD ON THE ISSUANCE OF NOT EXCEEDING \$10,000,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT, SOUTH CAROLINA; PROVIDING FOR THE PUBLICATION OF THE NOTICE OF SUCH PUBLIC HEARING; AND OTHER MATTERS RELATING THERETO.

BE IT RESOLVED, by the County Council of Richland County (the “*County Council*”), which is the governing body of Richland County, South Carolina (the “*County*”), in meeting duly assembled:

Section 1 Findings of Fact.

Incident to the adoption of this resolution (this “*Resolution*”), the County Council has made the following findings of fact:

(a) The County Council is empowered by Title 6, Chapter 11, Article 5 of the Code of Laws of South Carolina 1976, as amended (the “*Enabling Act*”), to authorize the governing body of any special purpose district created prior to March 7, 1973, and located in whole or in part within the County to issue general obligation bonds of such special purpose district in order to provide funds to be used in the furtherance of any power or function committed to such special purpose district and in effect on March 7, 1973;

(b) The East Richland County Public Service District, South Carolina (hereinafter called the “*District*”), is a special purpose district located within the County and created prior to March 7, 1973, having been created by Act No. 1114 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1960, as amended, and is authorized, *inter alia*, to acquire and operate such facilities, equipment, and apparatus as shall be required for the provision of sewage disposal facilities within the District and to do all things necessary or convenient to carry out such authority;

(c) The East Richland County Public Service District Commission (the “*Commission*”), the governing body of the District, has petitioned the County Council to hold a public hearing and thereafter authorize the issuance of not exceeding \$10,000,000 of general obligation bonds of the District (the “*Bonds*”) in order to (1) defray the costs of (i) improvements and/or repairs to its wastewater system, including (A) Basin 16 rehabilitation of sewer lines, including 22 sub-basins therein; (B) Basin 16 pump station and force main; (C) I-20 and I-277 sewer line extensions; (D) replacements of pumps at Quail Lane and Decker Boulevard pump stations; (E) rehabilitation of 18-inch sewer lines along Jackson Creek and 8-Mile Branch; (F) rehabilitation of 18-inch sewer lines along Forest Lake and Rockford Lake; (G) Whitehouse Road improvements; (H) improvements to the Fort Jackson pump station; and (ii) other general improvements, repairs and expansions to the District’s sewage collection, treatment, and disposal system (collectively, to the extent financed with proceeds of the Bonds, the “*Project*”), and (2) pay the costs of issuance of the Bonds.

(d) The County Council is now minded to proceed in accordance with the provisions of the Enabling Act to call for and establish a date for a public hearing to be held on the issuance of the Bonds.

Section 2 Ordering of Public Hearing.

The County Council finds that it may be in the interest of the District to raise moneys for the purpose of providing for the Project, and in that connection hereby orders a public hearing to be held upon the question of the issuance of the Bonds (the “*Public Hearing*”).

Section 3 Time and Place of Hearing.

(a) The Public Hearing shall be held on the question of the issuance of the Bonds in the Richland County Council Chambers located at 2020 Hampton Street, Columbia, SC 29204, on June 3, 2025 at 6:00 p.m. (or as soon thereafter as the agenda permits), and the notice of the Public Hearing in the form attached hereto as Exhibit A shall be published once a week for three successive weeks in The State, which is a newspaper of general circulation in the County. The first such publication shall not be less than 16 days prior to the hearing date.

(b) The Clerk to County Council is hereby authorized to approve changes to the notice of the Public Hearing attached hereto as Exhibit A to conform the same to reflect changes in County Council practices or its meeting schedule.

Section 4 Hearing Shall be Public.

The Public Hearing shall be conducted publicly at the time and place above stated and both proponents and opponents of the proposed issuance of the Bonds shall be given a full opportunity to be heard in person or by counsel.

Section 5 Subsequent Finding and Determination.

Following the Public Hearing, the County Council shall determine whether and to what extent the Bonds should be issued.

Section 6 Further Action.

The Chairman of the County Council and the proper County officials are hereby authorized and empowered to take all necessary action to provide for the holding of the Public Hearing in accordance with the provisions of the Enabling Act.

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DONE AND ADOPTED, this 15th day of April 2025.

COUNTY COUNCIL OF RICHLAND COUNTY

(SEAL)

Jesica Mackey, Chair

Attest:

Anette Kyrlo, Clerk
County Council of Richland County

RICHLAND COUNTY ATTORNEY'S OFFICE

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

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the County Council of Richland County (the “County Council”), which is the governing body of Richland County, South Carolina (the “County”), is considering whether the East Richland County Public Service District, South Carolina (the “District”) shall be authorized to issue not exceeding \$10,000,000 aggregate principal amount of general obligation bonds of the District in one or more series (the “Bonds”). On April 15, 2025, the County Council adopted a resolution authorizing the holding of a public hearing on such matter. As required by Section 6-11-840 of the Code of Laws of South Carolina 1976, as amended, you are advised of the following:

1. A public hearing will be held in the Richland County Council Chambers located at 2020 Hampton Street, Columbia, SC 29204, on June 3, 2025 at 6:00 p.m., on the question of the issuance of the Bonds.

2. The District has informed the County of its desire to issue the Bonds in an aggregate principal amount not exceeding \$10,000,000 in order to (1) defray the costs (i) improvements and/or repairs to its wastewater system, including (A) Basin 16 rehabilitation of sewer lines, including 22 sub-basins therein; (B) Basin 16 pump station and force main; (C) I-20 and I-277 sewer line extensions; (D) replacements of pumps at Quail Lane and Decker Boulevard pump stations; (E) rehabilitation of 18-inch sewer lines along Jackson Creek and 8-Mile Branch; (F) rehabilitation of 18-inch sewer lines along Forest Lake and Rockford Lake; (G) Whitehouse Road improvements; (H) improvements to the Fort Jackson pump station; and (ii) other general improvements, repairs and expansions to the District’s sewage collection, treatment, and disposal system (collectively, to the extent financed with proceeds of the Bonds, the “Project”), and (2) pay the costs of issuance of the Bonds.

3. The District estimates that the costs of the Project will not exceed \$10,000,000.

4. 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 on all taxable property in the District ad valorem taxes in an amount sufficient to pay principal and interest on the Bonds as the same fall due.

5. The aforesaid hearing shall be conducted publicly and both proponents and opponents of the proposed action shall be given full opportunity to be heard in person or by counsel. Following the hearing, the County Council shall, by ordinance, make a finding as to whether and to what extent the Bonds should be issued and may thereupon authorize the governing body of the District to issue the Bonds to the extent it shall be found necessary.

COUNTY COUNCIL OF RICHLAND COUNTY

A RESOLUTION

APPROVING THE INCURRING OF GENERAL OBLIGATION DEBT IN AN AMOUNT NOT EXCEEDING \$10,000,000; DECLARING THE INTENT OF THE EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT COMMISSION TO REIMBURSE THE EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT WITH THE PROCEEDS OF SUCH OBLIGATIONS; AND AUTHORIZING A PETITION TO THE COUNTY COUNCIL OF RICHLAND COUNTY PURSUANT TO SECTION 6-11-830 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED

BE IT RESOLVED by the East Richland County Public Service District Commission (the "**Commission**"), the governing body of the East Richland County Public Service District, South Carolina (the "**District**"), in meeting duly assembled:

ARTICLE I

FINDINGS OF FACT

Section 1.1 Findings. Incident to the adoption of this resolution (this "**Resolution**"), the Commission has made the following findings of fact:

(a) The District was created as a special purpose district established in Richland County, South Carolina (the "**County**"), as a body politic and corporate pursuant to the provisions of Act No. 1114 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1960, as amended. The District is located wholly within the County.

(b) In carrying out its functions and duties, the Commission has determined that a need exists at the present time to issue general obligation bonds of the District in one or more series (the "**Bonds**") in order to defray the costs of (i) improvements and/or repairs to its wastewater system, including (A) Basin 16 rehabilitation of sewer lines, including 22 sub-basins therein; (B) Basin 16 pump station and force main; (C) I-20 and I-277 sewer line extensions; (D) replacements of pumps at Quail Lane and Decker Boulevard pump stations; (E) rehabilitation of 18-inch sewer lines along Jackson Creek and 8-Mile Branch; (F) rehabilitation of 18-inch sewer lines along Forest Lake and Rockford Lake; (G) Whitehouse Road improvements; (H) improvements to the Fort Jackson pump station; and (ii) other general improvements, repairs and expansions to the District's sewage collection, treatment, and disposal system (collectively, to the extent financed with proceeds of the Bonds, the "**Project**"). The Commission estimates that the costs of the Project, together with the costs of issuance of the Bonds, will not exceed \$10,000,000.

(c) The County Council of Richland County, South Carolina (the "**County Council**"), as the governing body of the County, is empowered by Title 6, Chapter 11, Article 5 of the Code of Laws of South Carolina 1976, as amended (the "**Enabling Act**"), to authorize the

governing body of any special purpose district to issue general obligation bonds, the proceeds of which shall be used in furtherance of any power or function committed to such special purpose district and in effect on March 7, 1973.

(d) Pursuant to Section 6-11-830 of the Enabling Act, the County Council, upon petition of the Commission, may determine that it is in the interest of the District to raise moneys for the furtherance of any power or function of the District and order a public hearing to be held upon the question of the issuance of the Bonds.

(e) In order to finance the costs of the Project, the Commission has determined that it is necessary to issue the Bonds, either as a single issue or as several separate issues, and in such amount and at such times as may be determined at the time of issuance thereof by the Commission, not to exceed an aggregate principal amount of \$10,000,000. The Commission adopts this Resolution to evidence the Commission's approval of the issuance of the Bonds to defray the costs of the Project and to authorize a petition to the County Council with regard to the issuance of the Bonds. The maximum principal amount of Bonds requested hereby and to be outstanding at any one time shall be issued within the debt limit of the District, as permitted in Article X, Section 14(7) of the South Carolina Constitution.

ARTICLE II

REIMBURSEMENT DECLARATION

Section 2.1 Reimbursement Declaration. The Commission hereby declares the intention of the District to reimburse itself for a portion of the original expenditures associated with the Project with the proceeds of the Bonds in a maximum aggregate principal amount reasonably expected not to exceed \$10,000,000.

Section 2.2 Reimbursement Findings. To that end, the Commission determines and declares as follows:

(a) No funds from any sources other than the Bonds may be, are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the District pursuant to the budget or financial policies of the District, for the financing of the portion of the costs of acquisition, construction, and equipping of the Project to be funded with the Bonds.

(b) The District reasonably expects that all or a portion of the original expenditures incurred for the Project and the issuance of the Bonds will be paid prior to the date of issuance of the Bonds.

(c) The District intends and reasonably expects to reimburse itself for all or a portion of such expenditures paid by it with respect to a Project prior to the issuance of the Bonds, from the proceeds of the Bonds, and such intention is consistent with the budgetary and financial circumstances of the District.

(d) The District intends and reasonably expects to reimburse itself for all such expenditures that are reimbursed from Bond proceeds no later than 18 months after the later of (i) the date the original expenditure is paid, or (ii) the date the applicable Project is placed in

service or abandoned for federal income tax purposes, but in no event more than three years after the original expenditure is paid.

(e) All of the costs to be paid or reimbursed from the proceeds of the Bonds will be for costs incurred in connection with the issuance of the Bonds or will, at the time of payment thereof, be properly chargeable to the capital account of a Project (or would be so chargeable with a proper election) under general federal income tax principles.

(f) This Resolution shall constitute a declaration of official intent under United States Department of the Treasury Regulation Section 1.150-2.

ARTICLE III

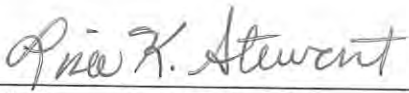
SUBMISSION OF PETITION

Section 3.1 Petition. The petition attached hereto as Exhibit A, shall be presented to County Council in accordance with and for the purposes set forth in Section 6-11-830 of the Enabling Act. The Chairman (or in his absence the Vice Chairman) of and Secretary to the Commission are hereby authorized and directed to cause said petition to be delivered to County Council.

DONE IN MEETING DULY ASSEMBLED, this 28th day of February 2025.

EAST RICHLAND COUNTY PUBLIC SERVICE
DISTRICT, SOUTH CAROLINA

(SEAL)

By: 
Chairman, East Richland County Public
Service District Commission

Attest:


Secretary, East Richland County Public Service
District Commission

PETITION OF THE EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT COMMISSION TO THE GOVERNING BODY OF RICHLAND COUNTY, SOUTH CAROLINA, PURSUANT TO TITLE 6, CHAPTER 11, ARTICLE 5 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

1. East Richland County Public Service District, South Carolina (the "**District**"), was created as a special purpose district established in Richland County, South Carolina (the "**County**"), as a body politic and corporate pursuant to the provisions of Act No. 1114 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1960, as amended. The District is located entirely within the County.

2. In carrying out its functions and duties, the East Richland County Public Service District Commission (the "**Commission**"), as the governing body of the District, has determined that a need exists at the present time to issue general obligation bonds (the "**Bonds**") in order to defray the costs of (i) improvements and/or repairs to its wastewater system, including (A) Basin 16 rehabilitation of sewer lines, including 22 sub-basins therein; (B) Basin 16 pump station and force main; (C) I-20 and I-277 sewer line extensions; (D) replacements of pumps at Quail Lane and Decker Boulevard pump stations; (E) rehabilitation of 18-inch sewer lines along Jackson Creek and 8-Mile Branch; (F) rehabilitation of 18-inch sewer lines along Forest Lake and Rockford Lake; (G) Whitehouse Road improvements; (H) improvements to the Fort Jackson pump station; and (ii) other general improvements, repairs and expansions to the District's sewage collection, treatment, and disposal system (collectively, to the extent financed with proceeds of the Bonds, the "**Project**"). The Commission estimates that the costs of the Project, together with the costs of issuance of the Bonds, will not exceed \$10,000,000.

3. In order to defray the costs of the Project, the District proposes to issue the Bonds in a principal amount not exceeding \$10,000,000, which Bonds may be issued as a single issue or from time to time as several separate issues, as the Commission may determine.

4. The County Council of Richland County, South Carolina (the "**County Council**"), the governing body of the County, is empowered by Sections 6-11-810 through 6-11-1050, inclusive, of the Code of Laws of South Carolina 1976, as amended (the "**Enabling Act**"), to authorize the issuance of general obligation bonds by the District pursuant to the provisions of the Enabling Act. Inasmuch as the principal amount of the bonds to be issued by the District at any one time and in one or more series does not exceed the general obligation bond debt limit of the District, as established pursuant to Article X, Section 14(7) of the South Carolina Constitution, it is requested that such bonds may be issued without approval by referendum.

5. Pursuant to Section 6-11-830 of the Enabling Act, if County Council, upon petition of the Commission, determines that it may be in the best interest of the District to raise moneys for the furtherance of any power or function of the District, County Council may order a public hearing to be held upon the question of the issuance of the Bonds of the District.

WHEREFORE, the Commission prays that County Council will (i) order a public hearing to be held on the question of authorizing the issuance of an amount not exceeding \$10,000,000 of general obligation bonds of the District, (ii) approve such issuance by ordinance without the requirement for an approval referendum; and (iii) authorize the general obligation bonds to be issued as a single issue or from time to time as several separate issues as the Commission, in its

discretion and within the constraints of Article X, Section 14(7) of the South Carolina Constitution, may determine.

EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT COMMISSION

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 an amended and restated public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Huger; and other related matters

Notes:

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

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

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF
THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK
JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO
INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND
COUNTY; THE EXECUTION AND DELIVERY OF AN
AMENDED AND RESTATED PUBLIC INFRASTRUCTURE
CREDIT AGREEMENT TO PROVIDE FOR PUBLIC
INFRASTRUCTURE CREDITS TO A COMPANY IDENTIFIED
FOR THE TIME BEING AS PROJECT HUGER; AND OTHER
RELATED MATTERS.**

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

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

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

WHEREAS, pursuant to an ordinance duly enacted by County Council on _____, 20__, (i) the County and a company identified for the time being as Project Huger (the “Company”), entered into that certain Public Infrastructure Credit Agreement (the “Original Credit Agreement”), dated as of _____, 20__ (the “Effective Date”), in connection with the establishment of a mixed use commercial real estate development in the County by the Company (the “Project”), whereby the County agreed to provide, amongst other things, certain Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project, all as set forth in greater detail in the Original Credit Agreement, and (ii) the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include within the Park the land identified in Exhibit A to the Original Credit Agreement (the “Original Land”) and other real and personal property comprising the Project in the Park, and the City of Columbia, South Carolina (the “City”) consented to such expansion of Park boundaries by an ordinance enacted on _____, 20__ in accordance with Section 4-1-170(C) of the Act;

WHEREAS, subsequent to the Effective Date, the Company’s Project development timeline, as well as the scope of the Project, have been impacted by condemnation proceedings initiated by the South Carolina Department of Transportation affecting the Original Land (the “SCDOT Condemnation Proceedings”);

WHEREAS, at the request of the Company, and in light of the SCDOT Condemnation Proceedings, the County desires to amend and restate in its entirety the terms and conditions of the Original Credit Agreement to reflect certain modifications to the terms of the Original Credit Agreement by entering into an Amended and Restated Public Infrastructure Credit Agreement by and among the County and the Company, the substantially final form of which is attached hereto as Exhibit A (the “A&R Credit Agreement”); and

WHEREAS, at the Company’s request, the County further desires to expand the boundaries of the Park and to amend the Park Agreement to include certain real property located in the County, commonly known as “_____” and identified as “Parcel ___” on Exhibit A attached to the A&R Credit Agreement (“Additional Parcel”), in the Park.

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, as described in more detail in the A&R Credit Agreement, will enhance the economic development of the County and promote the welfare of its citizens.

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

Section 3. Approval of Public Infrastructure Credit; Authorization to Execute and Deliver A&R Credit Agreement. The Public Infrastructure Credits, as more particularly set forth in the A&R Credit Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the A&R Credit Agreement that is before this meeting are approved and all of the A&R Credit Agreement’s terms are incorporated in this Ordinance by reference as if the A&R Credit Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the A&R Credit 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 A&R Credit Agreement and to deliver the A&R Credit 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 A&R Credit Agreement.

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

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

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

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: April 15, 2025
Second Reading: _____, 2025
Public Hearing: _____, 2025
Third Reading: _____, 2025

EXHIBIT A

FORM OF A&R CREDIT AGREEMENT

See attached.

**AMENDED AND RESTATED
PUBLIC INFRASTRUCTURE CREDIT AGREEMENT**

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT HUGER

Effective as of: _____, 2025

AMENDED AND RESTATED PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This AMENDED AND RESTATED PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of _____, 2025 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and a company identified for the time being as PROJECT HUGER, (the “Company”, and together with the County, collectively, the “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, pursuant to an ordinance duly enacted by County Council on _____, 20__, (i) the County and the Company entered into that certain Public Infrastructure Credit Agreement (the “Original Credit Agreement”), effective as of _____, 20__ (the “Effective Date”), in connection with the establishment of a mixed use commercial real estate development in the County by the Company (the “Project”), whereby the County agreed to provide, amongst other things, certain Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project, all as set forth in greater detail in the Original Credit Agreement, and (ii) the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include within the Park the land identified in Exhibit A to the Original Credit Agreement (the “Original Land”) and other real and personal property comprising the Project in the Park, and the City of Columbia, South Carolina (the “City”) consented to such expansion of Park boundaries by an ordinance enacted on _____, 20__ in accordance with Section 4-1-170(C) of the Act;

WHEREAS, subsequent to the Effective Date, the Company’s Project development timeline, as well as the scope of the Project, have been impacted by condemnation proceedings initiated by the South Carolina Department of Transportation affecting the Original Land (the “SCDOT Condemnation Proceedings”);

WHEREAS, at the request of the Company, and in light of the SCDOT Condemnation Proceedings, the County has determined to amend and restate in its entirety the terms and conditions of the Original

Credit Agreement to reflect certain modifications to the terms of the Original Credit Agreement as set forth herein; and

WHEREAS, by an ordinance enacted on _____, 2025 (“Ordinance”), the County authorized the modifications to the Original Credit Agreement referenced above and reflected in this Agreement, including, without limitation, the expansion of the boundaries of the Park and an amendment to the Park Agreement to include certain real property located in the County, commonly known as “_____” and identified as “Parcel ___” on Exhibit A attached hereto and made part hereof (“Additional Parcel” and together with the Original Land, collectively, the “Land”; the Land and all other real and personal property comprising the Project are collectively referred to herein as the “Property”), in the Park, and the City consented to such expansion of Park boundaries by an ordinance enacted on _____, 2025 in accordance with Section 4-1-170(C) of the Act.

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 hereinafter defined), will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

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

- (a) The Company is in good standing under the laws of _____, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve, or cause to be achieved, the Investment Commitment, as defined below, at the Project;

(c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound; and

(d) The Company covenants to complete, or cause to be completed, 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, or cause to be invested by one or more affiliated entities, not less than \$49,800,000 in taxable property, in the aggregate, in the Project ("Investment Commitment") by _____, 2030 ("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 or any affiliated entity with respect to the Project, to the County's Economic Development Department sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the Certification Deadline. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement.

Section 2.2. *Public Infrastructure Commitment.*

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

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in, or cause investment 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 documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County's Economic Development Department sufficient to reflect the investment in the Company Public Infrastructure, in form and substance reasonably acceptable to the County. If the Company fails to substantially complete, or cause substantial completion of, the Company Public Infrastructure by the Certification Deadline in at least the cumulative total investment amount set forth in Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Deadline") to verify investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes

or regulations. The County's Economic Development Department shall, on a date no later than the Verification Deadline (the "Verification Date"), provide to the Company, by written notice, the County's determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

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

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

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

(d) The County makes no representation or warranty with respect to the 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 November 7, 2023, which is attached hereto as Exhibit D, as may be amended by subsequent resolution, with respect to the Company.

Section 2.5 Cumulative Public Infrastructure Credit. The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested, or caused to be invested, by the 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, 2030;

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

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

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

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

Section 3.2. *Remedies on Default.*

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

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

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

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

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; (iii) verifying the investment in 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 interest in this Agreement on prior written consent of the County, which may be given by resolution, and which such consent will not be unreasonably withheld, conditioned 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, which such notice requirement may be satisfied by the delivery of a written joinder agreement, substantially in the form attached hereto as Exhibit E, pursuant to which such affiliated entity of the Company agrees to be bound by the terms and provisions of this Agreement with respect to the rights and interest in this Agreement so transferred. Upon delivery to the County, the aforementioned joinder agreement shall be deemed acknowledged, consented to and ratified by the County for the purposes of this Agreement. In the event of such an assignment to one or more such affiliated entities, the Parties hereto agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, and subject to the terms and provisions of Section 2.5 of this Agreement, aggregate investment in Company Public Infrastructure shall be jointly allocated to the Company and all such other assignees for the purposes of receiving the Public Infrastructure Credits. For purposes of this Agreement, "affiliated entity" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter owns all or part of the Company or which is now or hereafter owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

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

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

Section 4.5. Limitation of Liability.

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

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

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

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the

County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

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

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

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

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

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

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
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with a copy to (does not constitute notice):	Parker Poe Adams & Bernstein LLP Attn: Ray E. Jones 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202 Phone: 803.255.8000 Fax: 803.255.8017
---	--

if to the Company:

Project Huger

Attn: _____

Phone: _____

Fax: _____

with a copy to

Tushar V. Chikhliker, Esq.

Maynard Nexsen P.C.

1230 Main Street, Suite 700 (29201)

Post Office Box 2426

Columbia, South Carolina (29202)

Phone: 803.540.2188

Fax: 803.727.1469

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

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

Section 4.9. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement. This Agreement amends, restates, supersedes, and replaces in its entirety the Original Credit Agreement, rendering the Original Credit Agreement hereafter null and void and of no further effect.

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

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

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

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

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

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

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

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

*[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

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

PROJECT HUGER

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

[To be inserted.]

EXHIBIT B (See Section 2.2)

DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE

The Company Public Infrastructure includes, but is not limited to, structured parking and general infrastructure benefiting the public around the perimeter of the Project, including, but not limited to, sidewalks and landscaping, all as described in more detail below.

[To be inserted.]

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, 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 total cost of the Company Public Infrastructure, as well as the specific line item budget amounts, listed above are current estimates and the actual expenditures made by, or at the direction of, the Company with respect to the Company Public Infrastructure may fluctuate as the Project develops.

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

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

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

EXHIBIT D (See Section 2.4)

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

See attached.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A RESOLUTION

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

WHEREAS, Richland County Council adopted a resolution dated as of December 12, 2017 (“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 reaffirm its desire to have companies submit such annual reports and to update certain information regarding the submission of the annual reports.

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 no later 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, but may request such other information as the County may deem necessary or prudent:

- 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;
- d. Age, race, gender, and county of residence of each employee at the facility or facilities in the County; and
- e. Average wage of the jobs created as a result of the project.

Section 3. A copy of the then-current form of the annual report may be obtained from the Richland County Economic Development Office. The annual report shall likewise be submitted to the following address (or at such other address or in such other format as may be communicated by the Richland County Economic Development Office) by the required date.

Richland County Economic Development Office
Attention: Existing Industry Manager
1201 Main Street, Suite 1110
Columbia, SC 29201

Section 4. Subject to Section 5 below, this Resolution amends and restates the Prior Resolution in its entirety 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 any agreement between the County and a company with respect to the incentives granted by the County to such company with an effective date on or after January 1, 2024 (“Effective Date”). For any agreements dated before the Effective Date, the Prior Resolution shall be incorporated into the agreement between the County and a company with respect to the incentives granted by the County to such 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.

AND IT IS SO RESOLVED this 7th day of November 2023.

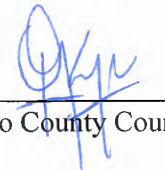
RICHLAND COUNTY, SOUTH CAROLINA



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

EXHIBIT E

[FORM OF JOINDER AGREEMENT]

JOINDER AGREEMENT

Reference is hereby made to that certain Amended and Restated Public Infrastructure Credit Agreement, dated as of _____, 2025 (the “Agreement”), by and between Richland County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the “County”) and a company identified for the time being as Project Huger, acting for itself, one or more affiliated entities, and/or other project investors (collectively, the “Company”). Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Agreement.

1. Joinder to Agreement.

The undersigned (a) hereby joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Agreement with respect to its respective portion of the Project as if the undersigned were an original party to the Agreement; (b) shall receive any benefits provided under the Agreement with respect to property owned and/or placed in service by the undersigned comprising all or a portion of the Project as if the undersigned were an original party to the Agreement; (c) acknowledges and agrees that, according to the Agreement, the undersigned has been designated as a party to the Agreement by the Company for purposes of the Project.

2. Representations of the Undersigned.

The undersigned represents and warrants as follows:

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

(b) The undersigned’s execution and delivery of this Joinder Agreement, and the undersigned’s 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 undersigned is now a party or by which the undersigned is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the Public Infrastructure Credits and other incentives provided by the Agreement has been instrumental in inducing the undersigned to join with the Company in the Project in the County.

4. Governing Law; Counterparts.

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. This Joinder Agreement may be executed in multiple counterparts, and all counterparts together constitute one and the same instrument.

5. Notice.

All notices, demands, and requests to be given or made hereunder to the undersigned pursuant to and in accordance with Section 4.7 of the Agreement shall be sent to: [_____]

[Remainder of Page Intentionally Blank]

[Signature Page Follows]

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

Date

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the Company hereby designates the above-named [entity] / [individual] as a party to the Agreement effective as of the date set forth above.

PROJECT HUGER

By: _____
Name: _____
Its: _____

[Signature Page to Joinder Agreement]



REQUEST OF ACTION

Subject: FY25 - District 4 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$10,000** for District 4.

B. Background / Discussion

For the 2024 - 2025 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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 4 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$104,750
SC Juneteenth Freedom Festival	\$ 5,000
SC Philharmonic Orchestra	\$ 5,000
Total Allocation	\$ 10,000
FY25 Approved Allocations YTD	\$ 47,000
Remaining FY2025 Balance	\$130,175

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
- 3rd Reading of the Budget FY25- June 18, 2024

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: FY25 - District 6 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** for District 6.

B. Background / Discussion

For the 2024 - 2025 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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 6 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$300,000
Carolina Therapeutic Riding	\$ 5,000
Total Allocation	\$ 5,000
FY25 Approved Allocations YTD	\$ 92,000
Remaining FY2025 Balance	\$285,425

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
- 3rd Reading of the Budget FY25- June 18, 2024

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: FY25 - District 8 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** for District 8.

B. Background / Discussion

For the 2024 - 2025 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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 8 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$142,800
SC Juneteenth Freedom Festival	\$ 5,000
Total Allocation	\$ 5,000
FY25 Approved Allocations YTD	\$ 73,000
Remaining FY2025 Balance	\$146,225

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
- 3rd Reading of the Budget FY25- June 18, 2024

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: FY25 - District 9 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$22,500** for District 9.

B. Background / Discussion

For the 2024 - 2025 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 FY25, Regular Council Meeting – June 18, 2024: Establish Hospitality Tax discretionary accounts for each district in FY25 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY23-24 be carried over and added to any additional funding for FY24-25.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY25 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 9 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$232,935
SC Juneteenth Freedom Festival	\$ 15,000
Post & Courier Foundation	\$ 7,500
Total Allocation	\$ 22,500
FY25 Approved Allocations YTD	\$ 96,500
Remaining FY2025 Balance	\$196,360

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
- 3rd Reading of the Budget FY25- June 18, 2024

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.



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

RESOLUTION

**A RESOLUTION TO APPOINT AND COMMISSION
JAMES HIX HOPP, JR. AS CODE ENFORCEMENT OFFICER
FOR THE PROPER SECURITY, GENERAL WELFARE,
AND CONVENIENCE OF RICHLAND COUNTY**

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County.

NOW, THEREFORE, BE IT RESOLVED THAT: James Hix Hopp, Jr. is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon them by the governing body of this County, including the enforcement of the County's vector control regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, James Hix Hopp, Jr. shall not perform any custodial arrests in the exercise of their duties as code enforcement officer. This appointment shall remain in effect only until such time as James Hix Hopp, Jr. is no longer employed by Richland County to enforce the County's vector control regulations.

ADOPTED THIS 15th DAY OF APRIL, 2025.

Jesica Mackey - Chair
Richland County Council District 9

ATTEST this 15th day of April, 2025

Anette A. Kirylo
Richland County Clerk to Council

Richland County Attorney's Office

Rich Gonzalez 03/25/2025

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