

RICHLAND COUNTY
SPECIAL CALLED MEETING
AGENDA



TUESDAY MAY 13, 2025

6:00 PM

COUNCIL CHAMBERS



Richland County Council 2024-2025



Derek Pugh
District 2
Vice Chair



Jessica Mackey
District 9
Chair



Tish Dozier Alleyne
District 8



Tyra Little
District 3



Gretchen D. Barron
District 7



Chakisse Newton
District 11



Cheryl D. English
District 10



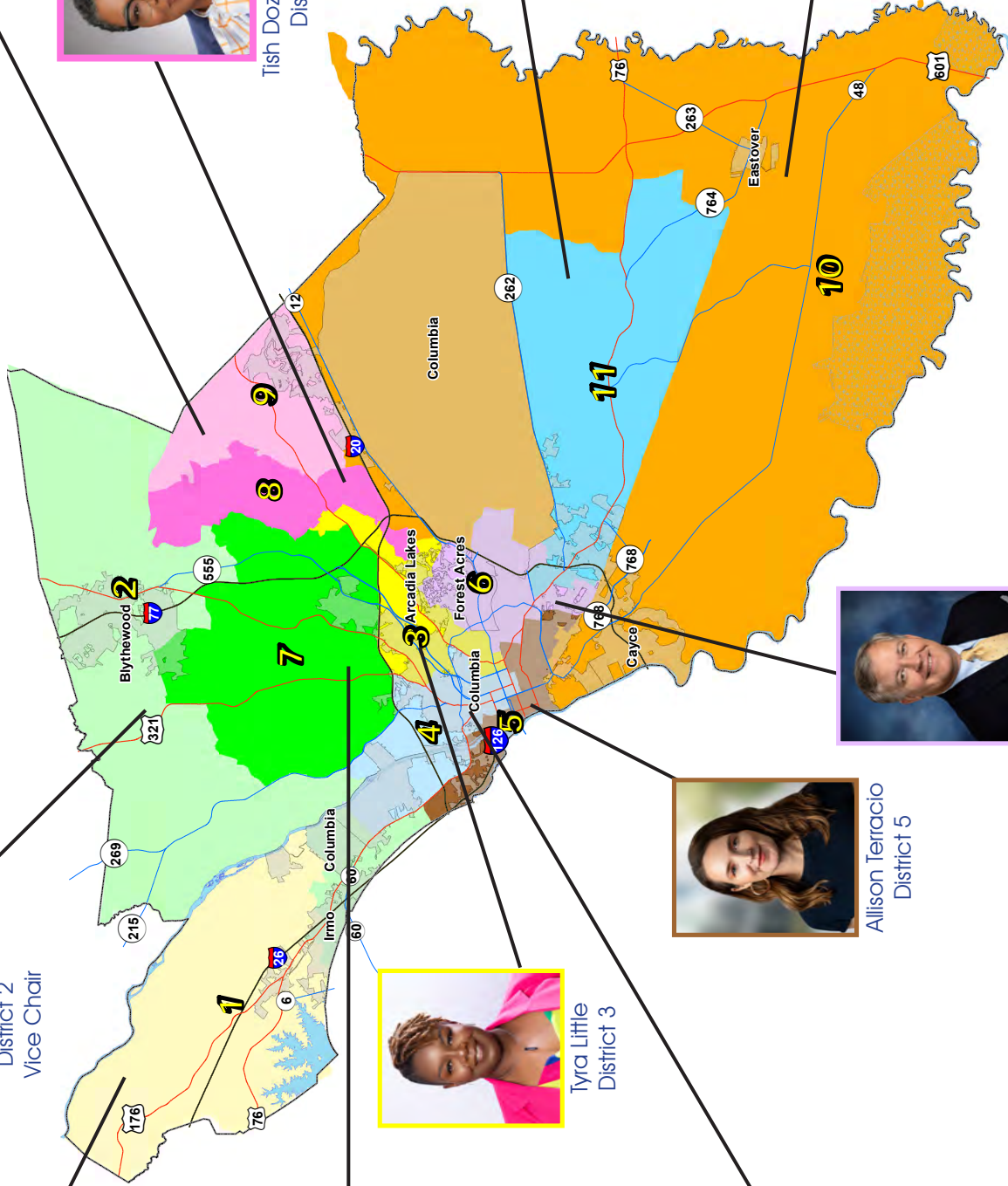
Don Weaver
District 6



Allison Terracio
District 5



Paul Livingston
District 4





**Richland County
Special Called Meeting**

AGENDA

May 13, 2025 - 6:00 PM
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 Tyra K. Little
3. **PLEDGE OF ALLEGIANCE**

The Honorable Tyra K. Little
4. **PRESENTATION OF RESOLUTIONS**

The Honorable Jesica Mackey

 - a. A Resolution Honoring Richland County Emergency Medical Service Employees
 - b. A Resolution Honoring "National Public Works Week" May 18-24, 2025
 - c. A Resolution Honoring Law Enforcement Week May 15-21, 2025
 - d. A Resolution Declaring May as Mental Health Awareness Month
5. **APPROVAL OF MINUTES**

The Honorable Jesica Mackey

 - a. Regular Session: May 6, 2025 **[PAGES 11-19]**
6. **ADOPTION OF AGENDA**

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

Patrick Wright,
County Attorney

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

 - a. South Main Investors v. City of Cola; RC; SCDOT; Dominion Energy (2025-CP-40-00385)

- b. South Carolina Department of Transportation – Hobart Rd. [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- c. Community Planning & Development – Conservation – Ganus & Troutman Conservation Easement Terminations [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]

8. CITIZEN'S INPUT

The Honorable Jessica Mackey

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

9. CITIZEN'S INPUT

The Honorable Jessica 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
- b. Administrator's Nomination: (Items in this section require action that may prejudice the County's interest in a discernible way (i.e., time-sensitive, exigent, or of immediate importance)
 - 1. Procurement - Eastover Wastewater Treatment Plant Expansion [\[PAGES 20-24\]](#)

11. REPORT OF THE CLERK OF COUNCIL

Anette Kyrlo,
Clerk to Council

- a. Budget Work Sessions and Readings (All Meetings will be held in Council Chambers):
 - May 15, 2025 - Grants and Special Revenue (3:00-5:00 PM)
 - May 22, 2025 - Budget Public Hearing (6:00 PM)
 - June 5, 2025 - 2nd Reading of Budget (6:00 PM)

b. Upcoming Council District Events:

1. Sunday, June 8th - District 7 Safety Sunday,
Meadowlake Park, Beckman Road, 3:00-5:00 PM
2. Monday, June 9th - District 7 Rezoning Town Hall,
Parklane Adult Activity Center, 7494 Parklane Road,
6:00-7:30 PM
3. Wednesday, June 16th - District 11 Rezoning
Town Hall, Garners Ferry Adult Activity Center,
8620 Garners Ferry Road, 6:00-7:30 PM
4. Thursday, June 26th - District 10 Comprehensive
Plan Update, Eastover Park, 1031 Main Street,
Eastover, 6:00-7:30 PM

12. REPORT OF THE CHAIR

The Honorable Jesica Mackey

13. OPEN/CLOSE PUBLIC HEARINGS

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 an amended and restated public infrastructure credit agreement to provide for public infrastructure credits to 604 Huger, LLC, a company previously identified as Project Huger; and other related matters

14. APPROVAL OF CONSENT ITEMS

The Honorable Jesica Mackey

- a. Case #24-061MA
Brad Shell
HM/RT to GC (14.03 Acres)
10205 Wilson Blvd. and W/S Wilson Blvd.
TMS #R14900-01-04 and R14900-01-17 {District 2}
[THIRD READING] [\[PAGES 25-26\]](#)
- b. Case #25-014MA
Gale B. Grayson
HM to RT (4.89 Acres)
11321 Monticello Road
TMS #R05600-02-59 {District 2} [THIRD READING]
[\[PAGES 27-28\]](#)
- c. Case #25-016MA
Helen Bryson
HM to RT (1.82 Acres)
1036 Langford Road
TMS #R23400-05-07 {District 2} [THIRD READING]
[\[PAGES 29-30\]](#)

15. THIRD 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 an amended and restated public infrastructure credit agreement to provide for public infrastructure credits to 604 Huger, LLC, a company previously identified as Project Huger; and other related matters [\[PAGES 31-60\]](#)

16. 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 an infrastructure credit agreement to provide for infrastructure credits to Project Sparrow; and other related matters [\[PAGES 61-82\]](#)
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Sam to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [\[PAGES 83-118\]](#)
- c. An Ordinance Amending the Richland County Code of Ordinances, Chapter 18, Offenses, to add a new subsection, Hate Intimidation, to establish the offense and to provide a penalty for each violation [\[PAGES 119-141\]](#)

17. REPORT OF THE 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 infrastructure credit agreement to provide for infrastructure credits to a company identified for the time being as Project Catalyst; and other related matters [FIRST READING] [\[PAGES 142-162\]](#)

18. REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

The Honorable Gretchen Barron

a. NOTIFICATION OF APPOINTMENTS

1. Midlands Workforce Development Board - 1 Midlands Workforce Development Board - 1 (Applicant must represent the Private Sector)
 1. Michael Myers
 2. Natashi Johnson
 3. Kandice Smith
 4. Mark Broughton
 5. Lia Smith Christopher
 6. Christine Simmons
 7. Andrew Rice
 8. Carolyn Williams
 9. Latasha Lewis
 10. Michael Eargle
 11. Danail Wilkins
 12. Claudia McMillian
 13. Eleanora Walker

b. NOTIFICATION OF VACANCIES

1. Airport Commission – Two (2) Vacancies
2. Accommodations Tax Committee – Six (6) Vacancies (TWO applicants must have a background in the Lodging Industry, TWO applicants must have a background in the Hospitality Industry, and ONE applicant must have a cultural background, and ONE is an at-large position)
3. Board of Assessment Appeals Board – One (1) Vacancy
4. Building Codes Board of Appeals – Five (5) Vacancies (ONE applicant must be from the Architecture Industry, ONE applicant must be from the Gas Industry, ONE applicant must be from the Plumbing Industry, TWO applicants must be from Fire Industry as alternates)

5. Business Service Center Appeals Board – Three (3) Vacancies (TWO applicants must be CPAs and ONE must be from the Business Industry)
6. Hospitality Tax Committee – Five (5) Vacancies (TWO applicants must be from the Restaurant Industry)
7. Midlands Workforce Development Committee – One (1) Vacancy (Applicant must represent the Private Sector)
8. Music Festival Commission – One (1) Vacancy
9. Planning Commission – One (1) Vacancy
10. Procurement Review Panel – Five (5) Vacancies (ONE applicant must represent the Construction Industry, ONE applicant must represent the Professional Services Industry, ONE applicant must represent the Service Industry, ONE applicant must represent the Public Procurement Industry, and ONE applicant must represent the Consumer Industry)

19. OTHER ITEMS

The Honorable Jessica Mackey

- a. FY25 - District 2 Hospitality Tax Allocations
[PAGES 163-164]
 1. Richland County Recreation Foundation - \$5,000
 2. SC Juneteenth Freedom Festival - \$5,000
 3. F.U.N.D.S Inc. - \$5,000
 4. Black Expo 2025 - \$10,000
- b. FY25 - District 6 Hospitality Tax Allocations
[PAGES 165-166]
 1. Black Expo 2025 - \$5,000
- c. FY25 - District 9 Hospitality Tax Allocations
[PAGES 167-168]
 1. Black Expo 2025 - \$5,000
- d. FY 25 - District 10 Hospitality Tax Allocations
[PAGES 169-170]
 1. SC Juneteenth Freedom Festival - \$5,000
- e. FY25 - District 11 Hospitality Tax Allocations
[PAGES 171-172]
 1. SC Philharmonic Orchestra - \$5,000
 2. Riverbanks Zoo - \$10,000

20. EXECUTIVE SESSION

Patrick Wright
County Attorney

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

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
May 6, 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, Jesica Mackey, Cheryl English, and Chakisse Newton

OTHERS PRESENT: Anette Kirylo, Patrick Wright, Ashiya Myers, Aric Jensen, Kyle Holsclaw, Sandra Haynes, Angela Weathersby, Kenny Bowen, Lori Thomas, Stacey Hamm, Andy Haworth, Michelle Onley, Maddison Wilkerson, Judy Carter, Tamar Black, Jennifer Wladischkin, Michael Byrd, Jeff Ruble, Jackie Hancock, Sarah Harris, Venyke Harley, Synithia Williams, Eric Williams, Pamela Green, Leonardo Brown, Phillip Harris, John Thompson, Nathaniel Miller, Oscar Rosales, and Brittany Hammond

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Honorable Tyra K. Little led the Invocation.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Bishop Simeon Moultrie, The Brook Church.
4. **PRESENTATION OF RESOLUTIONS** – Ms. Barron moved to adopt the resolutions recognizing the Office of Small Business Opportunity and National Correctional Officers' Week, seconded by Mr. Pugh.

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

The vote in favor was unanimous.

- a. A Resolution Recognizing the Office of Small Business Opportunity – The County Administrator, Leonardo Brown, read the resolution.
 - b. A Resolution Honoring May 4-10, 2025, as National Correctional Officers Week – Ms. English read the resolution.
5. **PRESENTATION OF PROCLAMATIONS**
 - a. A Proclamation Recognizing Blythewood High School Girls' Basketball Team as 2025 State Champions – Mr. Brown read the proclamation.
 - b. A Proclamation Recognizing W. J. Keenan High School Boys' Basketball Team as 2025 5A Division 1 AAA State Champions – Mr. Brown read the proclamation.
 - c. A Proclamation Designating May as National Tennis Month – Ms. Newton read the proclamation.

POINT OF PERSONAL PRIVILEGE – Ms. Mackey recognized that Dr. Kim Moore, Richland School District II Superintendent, Ms. Niki Porter, Vice Chair - Richland School District II Board, Dr. Craig Witherspoon, Richland School District I Superintendent, Richland School Board Members Aaron Bishop, Jamie Devine, and Angela Clyburn, and Judge Tomothy Edmond were in the audience.

6. **APPROVAL OF MINUTES**
 - a. Regular Session: April 15, 2025 – Mr. Livingston moved to approve the minutes as distributed, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

- b. Zoning Public Hearing: April 22, 2025 – Ms. Newton moved to approve the minutes as distributed, seconded by Ms. Barron.

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

The vote in favor was unanimous.

7. **ADOPTION OF AGENDA** – Ms. Little moved to amend Item 15(d) by changing the language from “Hate Crime” to “Hate Intimidation,” and the item to be considered as a First Reading item, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

The County Attorney, Patrick Wright, requested to add “Project Connect Property Update [Pursuant to SC Code of Laws, Sec. 30—4-70(a)(2)]” as an Executive Session item.

Mr. Pugh moved to adopt the agenda as amended, seconded by Mr. Weaver.

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. Discussion and legal advice concerning the Contract for Private/Public Pet Services [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- b. Personnel Matter – Grievance Reviews and Recommendations [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]
- c. Property Inquiry – 120 Clemson Road, Columbia, SC 29229, TMS #R25608-01-38 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2) and Sec. 30-4-70(a)(5)]
- d. Property Inquiry – NE/S Lykes Lane, TMS #R06400-01-01 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- e. Property Inquiry – B/S Clemson Rd. Ext., TMS #R25800-04-01 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- f. Property Inquiry – Capital Projects: Columbia Place Mall [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- g. Duerr v. Richland County Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
- h. 2025 Administrator Evaluation and Contract Renewal [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]
- i. Project Connect Property Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]

Ms. Barron moved to go into 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.

***Council went into Executive Session at approximately 6:49 PM
and came out at approximately 6:57 PM***

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

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.

- i. Project Connect Property Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.

9. **CITIZENS' INPUT**

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

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)

1. Tyler Watts, 1302 Briarcliff Road, Shelby, NC 28152 – Bailey Bill

11. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Updates for Consideration

1. *General Updates*

2. *Introduction of New Department Directors* – Mr. Brown introduced Brittany Hammond, Office of Budget and Strategic Management Director, and Eric Williams, Operational Services Director.

3. *Leadership South Carolina 2025 Graduate Acknowledgement*—Mr. Brown noted that he recently graduated from Leadership South Carolina. He pointed out that part of their class project was to provide a new generator to the Saluda County volunteer fire station. The remaining funds were donated for a scholarship for the State Fire Association. In addition, they provided a meal for the fire station and the families of the fallen firefighters.

4. *Comprehensive Plan Meeting Dates*

- 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
- Thursday, June 26, Eastover Park, 1031 Main Street, Eastover, SC

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

1. *Request for Letter of Support – Brookdale Place – Workforce Housing* – Mr. Brown stated we have received a request for a letter of support from a local provider who is applying for credits toward a workforce housing development.

Ms. Mackey moved to approve the request, seconded by Ms. Newton.

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. Terracio.

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

The motion for reconsideration failed.

2. *Community Planning & Development – Comprehensive Plan – Nealon Planning Change Order Scope Amendment 1* – Mr. Brown indicated staff recommends increasing the contractual amount of the Nealon Planning agreement by \$13,100 to approve additional work for data accuracy and the Optional Community Viz Model for the Comprehensive Plan Update.

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

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. English.

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

The motion for reconsideration failed.

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

- a. FY 2025-2026 Budget Meetings – Ms. Anette Kirylo, Clerk to Council, indicated that the following budget work sessions and readings will be held in Council Chambers.

- May 8, 2025 – Enterprise Fund and Millage Agencies Work Session (3:00-5:00 PM)
- May 13, 2025 – General Fund Work Session, (3:00-5:00 PM)

- May 15, 2025 – Grants and Special Revenue Work Session (3:00-5:00 PM)
- May 22, 2025 – Budget Public Hearing (6:00 PM)
- June 6, 2025 – 2nd Reading of Budget (6:00 PM)
- June 17, 2025 – 3rd Reading of Budget (6:00 PM)

- b. District 11 Rezoning Town Hall, June 16, 6:00-7:30 PM, Garners Ferry Adult Activity Center, 8620 Garners Ferry Road, Hopkins – Ms. Kirylo noted there will be a rezoning town hall meeting for District 11 on June 16th, 6:00-7:30 PM at the Garners Ferry Adult Activity Center.

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

14. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An 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 unincorporated Richland County
1. Sherry Jaco, 1166 Olympia Avenue, Columbia, SC 29201
- b. 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) – No one signed up to speak.
- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Foundry at Blythewood SC, LLC, a company previously identified as Project Mockingbird; and other related matters – No one signed up to speak.

15. **APPROVAL OF CONSENT ITEMS**

- a. Case #24-061MA, Brad Shell, HM/RT to GC (14.03 Acres), 10205 Wilson Blvd. and W/S Wilson Blvd., TMS #R14900-01-04 and R14900-01-17 {District 2} [SECOND READING]
- b. Case #25-014MA, Gale B. Grayson, HM to RT (4.89 Acres), 11321 Monticello Road, TMS #R05600-02-59 {District 2} [SECOND READING]
- c. Case #25-016MA, Helen Bryson, HM to RT (1.82 Acres), 1036 Langford Road, TMS #R23400-05-07 {District 2} [SECOND READING]
- d. I move to direct the County Administrator to research and present the options for Richland County to enact a Hate Intimidation Ordinance [LITTLE and TERRACIO]

Proposed Ordinance: "AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 18, OFFENSES, TO ADD A NEW SUBSECTION, HATE INTIMIDATION, TO ESTABLISH THE OFFENSE AND TO PROVIDE A PENALTY FOR EACH VIOLATION".

- e. Grants & Community Outreach – HOME Project with Columbia Housing Authority

Ms. Newton moved to approve Items 15(a) –(e), 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. Barron moved to reconsider Item 15(e), seconded by Mr. Pugh.

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

The motion for reconsideration failed.

16. **THIRD READING ITEMS**

- 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 Foundry at Blythewood SC LLC, a company previously identified as Project Mockingbird; and other related matters – Ms. Barron moved to approve this item, seconded by Mr. Livingston

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

Opposed: Branham

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

The vote was in favor.

- 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 – Ms. Terracio moved to approve this item, seconded by Ms. Barron.

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

Opposed: Branham, Livingston, and Newton

The vote was in favor.

- 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 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) – Ms. Barron moved to approve this item, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

17. **SECOND READING ITEMS**

- 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 – Mr. Weaver moved to approve this item, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of 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 – Mr. Livingston moved to approve this item, seconded by Ms. Barron.

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

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

The vote in favor was unanimous.

18. **FIRST READING ITEM**

- a. An Ordinance 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, 2025 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2025 through June 30, 2026. So as to raise revenue, make appropriations and amend the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina, for Fiscal Year Beginning July 1, 2025, and ending June 30, 2026 [BY TITLE ONLY] – Ms. Barron moved to approve this item, 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. An Ordinance 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, 2025 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2025 through June 30, 2026 [BY TITLE ONLY] – Ms. Barron 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.

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

- a. Community Planning & Development – Conservation – Conservation Fund Easement – Cabin Creek Properties [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] [EXECUTIVE SESSION] – Mr. Brown indicated the Administration and Finance Committee decided to hold off on making a decision regarding the Cabin Creek Properties until the County has a chance to get the scope of all the County's property and bring them back to the committee. At this time, no further action is needed.

20. **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 an infrastructure credit agreement to provide for infrastructure credit to Project Sparrow; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

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

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

The vote in favor was unanimous.

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

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

The vote in favor was unanimous.

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

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

The vote in favor was unanimous.

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

- a. NOTIFICATION OF APPOINTMENTS

1. Building Codes Board of Appeals – Six (6) Vacancies (ONE applicant must be from the Architecture Industry, ONE applicant must be from the Gas Industry, ONE applicant must be from the Plumbing Industry, ONE applicant must be from the Electrical Industry, and TWO applicants must be from the Fire Industry as alternates)

2. Employee Grievance Committee – Three (3) Vacancies (TWO applicants will serve as alternates)

Ms. Barron stated that the committee recommended appointing Mr. Andrei Blackman to fill the Electrical Industry vacancy on the Building Codes Board of Appeals, reappointing Mr. John Dunn to the Employee Grievance Committee, and appointing Ms. Anna Browder and Ms. Velveta Morris to fill the alternate vacancies on the Employee Grievance Committee.

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

The vote in favor was unanimous.

Councilman Branham stepped away from the meeting at approx.: 7:41 PM.

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

- a. Allocation Set-Aside Request – Ms. Mackey stated the committee recommended setting aside 10% of the one mill of Community Impact Grant funding. The set aside will be utilized to fund a child welfare initiative.

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

Not Present: Branham

The vote in favor was unanimous.

Councilwoman Barron stepped away from the meeting approximately at 7:42 PM

- b. FY 2026 Grant Requests – Ms. Mackey stated the committee forwarded their funding recommendations for Community Partner Grants and Competitive Grants for Council approval.

Ms. Terracio made a substitute motion to fund Midlands Housing Alliance (Transitions Homeless Center) at \$200,000 by reallocating funding from the Competitive Grants balance, seconded by Ms. Newton.

Mr. Weaver asked if reallocating \$50,000 from the Competitive Grants balance would affect the funding of any of the other organizations.

Ms. Mackey replied that it would not.

Ms. Newton pointed out, for next year, she looks forward to our continuing to evolve the process by putting together standards and guidelines for what determines an organization to be a Community Partner. In addition, we need to establish guidelines around what type of reporting we need and what percentage of our contribution can be allocated for their total budget.

Ms. Mackey believes using Competitive Grant funds to fund an additional amount for a Community Partner organization would be considered unfair.

In Favor: Terracio and Weaver

Opposed: Pugh, Little, Livingston, Alleyne, Mackey, English, and Newton

Not Present: Branham and Barron

The substitute motion failed.

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

Opposed: Terracio and Newton

The vote was in favor of the committee's recommendation.

Ms. Mackey noted that for this to be finalized, it must go through the budget process.

Councilman Branham returned to the meeting at approx.: 7:41 PM to 7:50 PM.

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

- a. Award of Construction – Resurfacing Bid Package U – Mr. Livingston stated the committee recommends awarding the contract to Armstrong Contractors, LLC for \$2,730,000, including a 15% contingency for a total approved amount of \$3,149,850.

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

Not Present: Barron

The vote in favor was unanimous.

Mr. Pugh moved to reconsider this item, seconded by Mr. Livingston.

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

Not Present: Barron

The motion for reconsideration failed.

- b. Transportation Updates—Mr. Livingston stated that the committee received an update at the committee meeting, which is included in the agenda packet.

24. **OTHER ITEMS**

- a. FY25 District 3 Hospitality Tax Allocations (SC Juneteenth Festival - \$5,000)
b. FY25 District 6 Hospitality Tax Allocations (South Carolina Ballet - \$3,000)
c. FY25 – District 9 Hospitality Tax Allocations (Columbia Music Festival Association - \$5,000)

Ms. Newton moved to approve Items 24(a)-(c), seconded by Ms. English.

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

Not Present: Barron

The vote in favor was unanimous.

Ms. Newton moved to reconsider Items 24(a)-(c), seconded by Ms. English.

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

Not Present: Barron

The motion for reconsideration failed.

25. **EXECUTIVE SESSION** – Mr. Livingston moved to go into Executive Session, seconded by Ms. English.

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

Not Present: Barron

The vote in favor was unanimous.

Councilwoman Barron returned to the meeting at approximately at 8:00 PM

***Council went into Executive Session at approximately 7:52 PM
and came out at approximately 8:53 PM***

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

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. Discussion and legal advice concerning the Contract for Private/Public Pet Services [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.
- b. Personnel Matter – Grievance Reviews and Recommendations [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)] – Ms. Newton moved to approve the Employee Grievance Committee's recommendation for Case # PW4757, seconded by Ms. Barron.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- c. Property Inquiry – 120 Clemson Road, Columbia, SC 29229, TMS #R25608-01-38 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2) and Sec. 30-4-70(a)(5)] – Ms. Mackey moved to authorize the County Administrator to enter into an agreement to sell County property located at 120 Clemson Road, Columbia, SC 29229, TMS #R25608-01-38, seconded by Ms. English.
- d. Property Inquiry – NE/S Lykes Lane, TMS #R06400-01-01 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.
- e. Property Inquiry – B/S Clemson Rd. Ext., TMS #R25800-04-01 [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – Ms. Mackey moved to authorize the County Administrator to obtain an appraisal and report information back to Council related to the property on Clemson Road Extension, TMS #R25800-04-01, seconded by Ms. English.

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

Recuse: Weaver (due to owning property adjacent to the property)

- 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 enter into an agreement to purchase property located at the Columbia Place Mall, as discussed in Executive Session, seconded by Ms. English.

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. Terracio.

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

The motion for reconsideration failed.

- g. Duerr v. Richland County Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.
- h. 2025 Administrator Evaluation and Contract Renewal [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)] – Mr. Livingston moved to authorize the Chair to move forward with the execution of a new employment agreement with the County Administrator, as discussed in Executive Session, seconded by Ms. English.

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

The vote in favor was unanimous.

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

POINT OF PERSONAL PRIVILEGE – Mr. Pugh recognized Nursing Week and Teacher Appreciation Week.

POINT OF PERSONAL PRIVILEGE – Ms. Barron noted the Junior League of Columbia recognized Richland County Council as a Friend of the League. The Clerk to Council has the award.

27. **ADJOURNMENT** – Ms. Barron moved to adjourn the meeting, seconded by Ms. English.

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

The vote in favor was unanimous.

The meeting adjourned at approximately 9:03 PM.



Report of the County Administrator

SPECIAL CALLED Tuesday, May 13, 2025

ITEMS FOR EXECUTIVE SESSION:

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION – HOBART RD. [PURSUANT TO SC CODE OF LAWS, SEC. 30-4-70(A)(2)]

COMMUNITY PLANNING & DEVELOPMENT – CONSERVATION – GANUS & TROUTMAN CONSERVATION EASEMENT TERMINATIONS [PURSUANT TO SC CODE OF LAWS, SEC. 30-4- 70(A)(2)]

UPDATES FOR CONSIDERATION:

GENERAL UPDATES

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)

PROCUREMENT - EASTOVER WASTEWATER TREATMENT PLANT EXPANSION: Staff recommends the award of a contract to M.B. Kahn Waterworks, LLC for the Eastover Wastewater Treatment Plant Expansion project be executed upon successful negotiation of terms and legal approval.

ATTACHMENTS:

1. Agenda Briefing: Procurement - Eastover Wastewater Treatment Plant Expansion

**Agenda Briefing**

Prepared by:	Jennifer Wladischkin	Title:	Director
Department:	Office of Procurement & Contracting	Division:	
Date Prepared:	May 6, 2025	Meeting Date:	May 13, 2025
Legal Review	Patrick Wright via email	Date:	May 7, 2025
Budget Review	Maddison Wilkerson via email	Date:	May 7, 2025
Finance Review	Stacey Hamm via email	Date:	May 7, 2025
Approved for consideration:		Assistant County Administrator	Lori J. Thomas, MBA, CGFO
Meeting/Committee	Special Called		
Subject	Eastover Wastewater Treatment Plant Expansion		

RECOMMENDED/REQUESTED ACTION:

Staff recommends the award of a contract to M.B. Kahn Waterworks, LLC for the Eastover Wastewater Treatment Plant Expansion project be executed upon successful negotiation of terms and legal approval.

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:

Richland County received notification of its selection for a South Carolina Infrastructure Investment Program (SCIIP) Grant in the amount of \$10,000,000. This is a multi-year project which will require funding over several fiscal years to maintain the SCIIP grant.

The base bid total is \$32,140,000.00, and staff recommends a 10% contingency of \$3,214,000. In addition to the SCIIP grant, partial funding in the amount of \$19,639,930 is available as follows:

SCIIP Grant	\$10,000,000
Utilities Net Unrestricted Net Position	\$16,756,621
Forgo RIA Grant for Cedar Cove/Stoney-Point	\$2,500,000
Operational Reserves in FY26	\$2,073,811
FY25 Utilities Unrestricted Net Position	\$4,023,568

Applicable fund, cost center, and spend category:

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

A Request for Bids (RFB) for solicitation RC-705-B-25 was issued on February 20, 2025. The solicitation closed on April 9, 2025, and two (2) bids were received. The lowest, responsive, responsible bidder was M.B. Kahn waterworks with a base bid of \$32,140,000.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

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

MOTION OF ORIGIN:

Administrator’s Nomination Item 10 b(1). Utilities – Eastover Wastewater Treatment Plant Expansion Engineering Services

“...to approve this item...”

Council Member	The Honorable Yvonne McBride, formerly of District 3
Meeting	Regular Session
Date	July 18, 2023

STRATEGIC & GENERATIVE DISCUSSION:

Phase One of the Southeast Water & Sewer project is complete. Serving as the system's backbone, Phase 1 helped connect sewer customers from the City of Columbia transfer area and several failing wastewater systems into the Richland County Utilities (RCU) Eastover Wastewater Treatment Plant. The current capacity of Phase 1 has been exhausted due to the growth from the “willingness to serve” letters issued to several thousand new residential homes awaiting connection. RCU is ready to proceed with expanding the Eastover Wastewater Treatment Plant. The plant will be upgraded from 1.2 million gallons per day (MGD) plant to 2.5 MGD. The 1.3 MGD plant expansion is partially funded by a South Carolina Infrastructure Investment Program (SCIIP) grant.

The application for the SCIIP of \$10,000,000 is approved, and staff met with the South Carolina Rural Infrastructure Authority (RIA) on June 16, 2023 to discuss using the engineering services as part of the County’s matching funds. As this is a multi-year project, the County will need to budget the remaining funding necessary to complete the project.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Plan for Growth through inclusive and equitable infrastructure

Objective: Establish plans and success metrics that allow for smart growth

Objective: Coordinate departments to prepare for anticipated growth in areas by providing water, sewer, and roads in necessary locations

Objective: Create excellent facilities

SUMMATIVE OVERALL COUNTY IMPACT:

- The Eastover WWTP currently serves 2,941 Residential Equivalent Units (REUs), with an additional 2,348 REUs already sold. This brings the total committed REUs to 5,289, which exceeds the plant's permitted capacity of 1.2 MGD;
- Facility expansion is essential to meet existing development commitments and prevent the stalling of growth across southeast Richland;
- Though full County funding is presently unavailable, the expansion is a multi-year project, allowing funding to be allocated over several fiscal years.

ATTACHMENTS:

1. Bid tabulation

Eastover Wastewater Treatment Plant Expansion
RC-705-B-25

	Adams Robinson	M.B. Kahn Waterworks
Total Cost	\$ 39,921,000.0	\$ 32,140,000.0

Richland County Council Request for Action

Subject:

Case #24-061MA
Brad Shell
HM/RT to GC (14.03 Acres)
10205 Wilson Blvd. and W/S Wilson Blvd.
TMS #R14900-01-04 and R14900-01-17

Notes:

First Reading: April 22, 2025
Second Reading: May 6, 2025
Third Reading: May 13, 2025
Public Hearing: April 22, 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 # R14900-01-04 AND R14900-01-17 FROM HOMESTEAD DISTRICT (HM) AND 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 # R14900-01-04 and R14900-01-17 from Homestead District (HM) and Residential Transition 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: April 22, 2025
First Reading: April 22, 2025
Second Reading: May 6, 2025
Third Reading: May 13, 2025

Richland County Council Request for Action

Subject:

Case #25-014MA
Gale B. Grayson
HM to RT (4.89 Acres)
11321 Monticello Road
TMS #R05600-02-59

Notes:

First Reading: April 22, 2025
Second Reading: May 6, 2025
Third Reading: May 13, 2025
Public Hearing: April 22, 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 # R05600-02-59 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 # R05600-02-59 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:	April 22, 2025
First Reading:	April 22, 2025
Second Reading:	May 6, 2025
Third Reading:	May 13, 2025

Richland County Council Request for Action

Subject:

Case #25-016MA
Helen Bryson
HM to RT (1.82 Acres)
1036 Langford Road
TMS #R23400-05-07

Notes:

First Reading: April 22, 2025
Second Reading: May 6, 2025
Third Reading: May 13, 2025
Public Hearing: April 22, 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 # R23400-05-07 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 # R23400-05-07 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:	April 22, 2025
First Reading:	April 22, 2025
Second Reading:	May 6, 2025
Third Reading:	May 13, 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 an amended and restated public infrastructure credit agreement to provide for public infrastructure credits to 604 Huger, LLC, a company previously identified as Project Huger; and other related matters

Notes:

First Reading: April 15, 2025

Second Reading: May, 2025

Third Reading: May 13, 2025

Public Hearing: May 13, 2025

**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 604 HUGER, LLC, A
COMPANY PREVIOUSLY IDENTIFIED 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 May 19, 2020, (i) the County and 604 Huger, LLC, a South Carolina limited liability company previously identified as Project Huger (the "Company"), entered into that certain Public Infrastructure Credit Agreement (the "Original Credit Agreement"), dated as of May 19, 2020 (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 May 12, 2020 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 and 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 “Parcel 6” and identified as “Parcel 6” 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 the 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 the 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: May 6, 2025
Public Hearing: May 13, 2025
Third Reading: May 13, 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

604 HUGER, LLC

Effective as of: May 13, 2025

AMENDED AND RESTATED PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This AMENDED AND RESTATED PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of May 13, 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 604 HUGER, LLC, a South Carolina limited liability company previously identified 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 May 19, 2020, (i) the County and the Company entered into that certain Public Infrastructure Credit Agreement (the “Original Credit Agreement”), effective as of May 19, 2020 (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 May 12, 2020 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 and 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 May 13, 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 “Parcel 6” and identified as “Parcel 6” on Exhibit A attached hereto and made part hereof (“Parcel 6” 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 the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve, 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 May 13, 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:

604 Huger, LLC

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

604 HUGER, LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

PARCELS 1-3

All that lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and containing 1.51 acres and being located the northeastern corner of the intersection of Blossom and Huger Streets and being shown on plat prepared for Blossom/Huger Limited Partnership by Cox and Dinkins, Inc., dated August 24, 1988, recorded in Plat Book 52 at Page 3217 on September 12, 1988. Said lot being bounded and measuring as shown on said plat.

TMS No./Address

TMS No. 08914-01-10 – 602 Huger Street, Columbia, SC 29201

TMS No. 08914-01-06 – 613-11 Pulaski Street, Columbia, SC 29201

TMS No. 08914-01-07 – 609 Pulaski Street, Columbia, SC 29201

PARCELS 4-5

All that certain piece, parcel or lot of land situate, lying, and being at the northwestern corner of the intersection of Blossom and Pulaski Streets, in the City of Columbia, in the County of Richland, in the State of South Carolina, being in shape practically a rectangle measuring on its northern and southern sides two hundred and eight (208') feet, more or less, and on its eastern and western sides one hundred and four (104') feet, more or less, bounded on the north by property of Baker and Weathers, formerly of Baylis, on the east by Pulaski Street, on the south by Blossom Street, and on the west by property of Ehrlich (lot now occupied by warehouse of Checker Transfer & Storage Co., known as 602 Huger Street), being the same property conveyed as two lots of approximately one quarter acre each by C.M. Wilder and Maria E. Wilder to George W. Waring by deed dated August 11, 1900, recorded in the Office of the Clerk of Court for Richland County in Deed Book "AE" at Page 81.

TMS No./Address

TMS No. 08914-01-08 – 603-05 Pulaski Street, Columbia, SC 29201

TMS No. 08914-01-09 – Pulaski Street, Columbia, SC 29201

PARCEL 6

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina containing 0.69 acres (30,063.48 sq. ft.) on a Plat prepared for Compress Holding Company, LLC by David S. Sharpe, SCPLS #10509, dated April 10, 2013, recorded in Book 1856 at Page 408 in the Office of the Register of Deeds for Richland County, and having the following measurements and boundaries to-wit:

BEGIN AT a ¾" pipe found located at the intersection of the northern right-of-way of Devine Street and the western right-of-way of Wayne Street (Norfolk Southern Railroad/CSX Railroad); thence running South 69°29'47" West along the northern right-of-way of Devine Street for a distance of 200.14 feet to a ½" pipe found; thence turning and running North 20°46'10" West along property now or formerly of Legal Bull Properties for a distance of 92.09 feet to a ½" rebar; thence turning and running North 20°54'24" West along property now or formerly of Carolina

Federal for a distance of 57.99 feet to a ½” rebar found; thence turning and running North 69°30’59” East along property now or formerly of University of South Carolina for a distance of 200.70 feet to a ½” pipe found; thence turning and running South 20°36’32” East along the western right-of-way of Wayne Street right-of-way (Seaboard Coast Line Railroad) for a distance of 150.00 feet to the Point of Beginning.

TMS No./Address

TMS No. 08915-13-03 – 617 Devine Street, Columbia, SC 29201

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.

Company Public Infrastructure	
Amount	Description
\$700,000	Site Work
\$44,000	Vapor Barrier
\$384,000	Concrete Rebar
\$55,400	Stone Base Under Slab
\$102,200	Termite Treatment
\$1,509,800	Total Concrete (Garage, Sidewalks, etc)
\$45,400	Garage Lighting
\$219,000	Garage Electric (Excludes Gear)
\$15,000	Exterior Building Lighting
\$20,000	Garage Ventilation
\$200,000	Demo/Abatement
\$3,588,060	*Building System - Garage Allocation By SF
\$6,882,860	TOTAL PUBLIC INFRASTRUCTURE

*Building System - Allocated to Garage by SF	Garage Proportionate Amount
Soft Costs	\$1,608,353.18
Main Power Gear	\$304,166.67
General Conditions	\$322,297.39
GC Fee	\$238,562.09
Masonry	\$458,516.34
Sprinkler	\$514,459.15
Fire Alarm	\$141,705.88
	\$3,588,060.69

Garage SF Allocation	
Total Project SF	306,000
Garage SF	73,000
Garage Percentage of Total SF	23.86%

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.

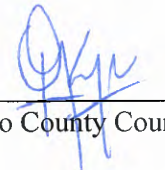
RICHLAND COUNTY, SOUTH CAROLINA



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 May 13, 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 604 Huger, LLC, a South Carolina limited liability company previously identified as Project Huger (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.

604 HUGER, LLC

By: _____
Name: _____
Its: _____

[Signature Page to Joinder Agreement]

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Project Sparrow; 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
INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR
INFRASTRUCTURE CREDITS TO PROJECT SPARROW; 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 (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise (collectively, “Infrastructure”);

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

WHEREAS, Project Sparrow (“Company”) desires to develop a corporate headquarters facility in the City of Columbia and within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$65,000,000 and the creation of approximately 138 new, full-time jobs;

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: May 6, 2025
Second Reading: May 13, 2025
Public Hearing: ☐
Third Reading: ☐

EXHIBIT A
FORM OF AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT SPARROW

Effective as of: [_____], 2025

INFRASTRUCTURE CREDIT AGREEMENT

This 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 PROJECT SPARROW, a [●] (“Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has previously developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial (“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 new [●] facility at the intersection of [●] and [●] Streets in the [●] Columbia area (the “Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$65,000,000, and which is anticipated to result in the creation of not less than 138 new, full-time jobs;

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 relating to the Project (collectively and together with the Land, “Property”) in the Park and the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on [] in accordance with Section 4-1-170(C) of the Act; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, 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 Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

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

- (a) The Company is a federally chartered credit union, 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 and Jobs Commitment, each as defined below, at the Project; and
- (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.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment; Jobs Commitment.* (a) The Company shall invest not less than \$65,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below.

(b) The Company shall create 138 new, full-time jobs in the County in connection with the Project ("Jobs Commitment") by the Certification Date.

(c) The date on which the Company certifies achievement of the Investment Commitment and Jobs Commitment shall be the "Certification Date," which date shall be no later than the fifth anniversary of the last day of the property tax year in which Project assets are initially placed in service, which is

anticipated to be December 31, 2031. The Company shall certify achievement of the Investment Commitment and Jobs Commitment by providing documentation to the County sufficient to reflect achievement of the Investment Commitment and Jobs Commitment, in form and substance reasonably acceptable to the County.

(d) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Date") to verify the Company's achievement of the Investment Commitment and Jobs Commitment. The County has the right to exclude from (i) the investment certified by the Company any costs the County determines, in its sole discretion, are ineligible costs and (ii) the jobs certified by the Company any jobs the County determines, in its sole discretion, are not new, full-time jobs. The County's Economic Development Department shall, on a date no later than the Verification Date, provide to the Company, by written notice, the County's determination of the verified amount of investment made by the Company in taxable property and the verified number of new, full-time jobs created in connection with the Project in the County. Failure to provide a written verification by the Verification Date shall be deemed to be a determination by the County that all investment certified by the Company are verified as eligible costs for purposes of satisfying the Investment Commitment and that all jobs certified by the Company are verified as eligible jobs for purposes of satisfying the Jobs Commitment.

Section 2.2 Infrastructure Credits.

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

(b) For each property tax year in which the Company is entitled to an 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 Infrastructure Credit set forth in Section 2.2(a), subject to provisions of Section 2.3 ("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 INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE SOURCE OF THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS GENERATED BY THE PROJECT PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE 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. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

Section 2.3. Reduction of Infrastructure Credits. If the Company fails to meet the Investment Commitment and the Jobs Commitment by the Certification Date, then the Infrastructure Credit provided pursuant to Section 2.2(a) shall be subject to reduction. The percentage by which the Infrastructure Credit shall be reduced is calculated as follows:

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

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

Investment Achievement Percentage = Actual Investment Achieved / Investment Commitment

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created/Jobs Commitment

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Investment Commitment and the Jobs Commitment, as applicable, will be counted. Further, all numbers shall be rounded to the nearest whole number.

For example, and by way of example only, if the Company had only invested \$52,000,000 and created 110 new, full-time jobs by the Certification Date, the Reduction Percentage would be calculated as follows and the Infrastructure Credit shall be reduced by the Reduction Percentage.

Investment Achievement Percentage = \$52,000,000 / \$65,000,000 = 80%

Jobs Achievement Percentage = 110/138 = 80%

Overall Achievement Percentage = (80% + 80%)/2 = 80%

Reduction Percentage = 100% - 80% = 20%

Section 2.4. Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

Section 2.5. Filings. The Company shall, on or before January 31 of each year during 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 C, as may be amended by subsequent resolution, with respect to the Company.

ARTICLE III DEFAULTS AND REMEDIES

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

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

(b) A failure to complete the Project by the Certification Date. For purposes of this Agreement, "failure to complete" shall mean a failure to receive a certificate of occupancy for the

(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 Section 2.1 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 and Jobs Commitment; and (iii) 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 shall provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

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

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

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

Section 4.5. Limitation of Liability.

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

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are covenants, stipulations, promises, agreements and obligations of the County and 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 County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

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.

(f) The obligations under this Section 4.6 shall survive termination of this Agreement.

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 or (ii) sent by United States first-class registered mail, postage prepaid, 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
-------------------	---

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

if to the Company:	[●]
--------------------	-----

Attn: [●]

[●]

[●]

with a copy to
(does not constitute notice):

Haynsworth Sinkler Boyd, PA
Attn: Will Johnson
1201 Main Street, 22nd Floor (29201)
Post Office Box 11889 (29211)
Columbia South Carolina
Phone: 803.779.3080

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

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of \$6,000. 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 attorney's fees. Administration Expenses do not include any costs, expenses, including attorney's fees, incurred by the County (i) in defending challenges to the Fee Payments or 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 hereto.

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 day which is a 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

Jesica Mackey
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 INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, Project Sparrow has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

PROJECT SPARROW

Signature: _____
Name: _____
Title: _____

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A
LAND DESCRIPTION

RICHLAND COUNTY TAX MAP NUMBERS:

[•]

EXHIBIT B
DESCRIPTION OF INFRASTRUCTURE CREDIT

Subject to Section 2.3 and the other terms and conditions of this Agreement, the Company is entitled to an Infrastructure Credit in an amount equal to 50% of the annual Fee Payment due and owing from the Company with respect to the Project. The Company shall receive the Infrastructure Credit for a period of ten (10) consecutive years, commencing with the first Fee Payment due with respect to the Project following the Verification Date.

EXHIBIT C

Richland County Resolution Requiring Certain Accountability Practices Concerning Economic Development Projects in the County

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.

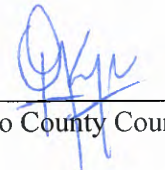
RICHLAND COUNTY, SOUTH CAROLINA



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:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Sam to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

Notes:

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

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

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

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

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

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

WHEREAS, Project Sam, (“Sponsor”), desires to establish a solar power generating facility in the County (“Project”) consisting of taxable investment in real and personal property of approximately \$112,500,000; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) locating the Project in the Park; and (iii) providing Infrastructure Credits and other incentives, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to

accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

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

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator, or his designee, and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, or his designees,, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair or the County Administrator to take whatever further action and for the Chair and the County Administrator to negotiate, execute and deliver whatever further documents, and for the Clerk to County Council to attest the same, as may be appropriate to effect this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: May 6, 2025
Second Reading: May 13, 2025
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

PROJECT SAM

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF []

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Exhibit A –Description of Property
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Exhibit C – Accountability Resolution
Exhibit D – Description of Infrastructure Credit
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SUMMARY OF CONTENTS OF FEE AGREEMENT

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project Sam	
Project Location	[●] ¹	Exhibit A
Tax Map No.	[●]	Exhibit A
FILOT		
• Phase Exemption Period	30 Years	
• Contract Minimum Investment Requirement	\$2,500,000	
• Investment Period	5 Years	
• Assessment Ratio	6%	
• Millage Rate	448.9 ²	
• Fixed or Five-Year Adjustable Millage	Fixed	
• Claw Back Information	Failure to reach Contract Minimum Investment Requirement during the Investment Period terminates the Fee Agreement.	
Multicounty Park	Richland County / Fairfield County	1.1
Infrastructure Credit		
• Brief Description	Amount necessary to fix annual fee-in-lieu-of-tax payment at \$3,458.58 per MWac based on an assumed Final Output of 74.9 MWac for the life of the Fee Agreement.	
• Credit Term	Term of the Fee Agreement	
• Claw Back Information	Failure to reach Contract Minimum Investment Requirement during the Investment Period terminates the Fee Agreement.	
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [●], 2025, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Project Sam, a limited liability company organized and existing under the laws of the State of [●] (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to establish a solar power generating facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of approximately \$112,500,000;

(d) By an ordinance enacted on [●], 2025, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

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

ARTICLE I DEFINITIONS

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

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

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees; provided, however, that Administration Expenses shall not exceed \$7,500. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

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

“Commencement Date” means the last day of the property tax year during which the initial Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be [December 31, 2028].

“Contract Minimum Investment Requirement” means a taxable investment in real and personal property at the Project of not less than \$2,500,000.

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

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

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

“Department” means the South Carolina Department of Revenue.

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

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

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

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

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

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

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

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

“Final Output” has the meaning given such term on Exhibit D of this Fee Agreement.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms

of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2058, the Final Termination Date is expected to be January 15, 2060, which is the due date of the last FILOT Payment with respect to the Final Phase.

“Improvements” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Infrastructure” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“Infrastructure Credit” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on [December 31, 2033].

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“Multicounty Park” means the multicounty industrial or business park governed by the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

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

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

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

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 30th year following the first property tax year in which the Phase is placed in service.

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

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

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable,

undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

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

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

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

“State” means the State of South Carolina.

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

(c) The County identified the Project, as a “project” on May 6, 2025, by adopting an Inducement Resolution, as defined in the Act on .

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

(e) The County has located or will take all reasonable action to locate and maintain the Project in the Multicounty Park for the term of this Fee Agreement or while the Project receives an Infrastructure Credit.

(f) The County’s execution of this Fee Agreement and the placement of the Project in the Multicounty Park do not result in a change in use of any Real Property classified as agricultural use property for South Carolina property tax purposes.

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

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

(b) The Sponsor intends to operate the Project as a solar energy generating facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

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

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. The Project. The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending [December 31, 2028]. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

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

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, [2029], the Sponsor shall deliver to the County, or any person or entity acting on behalf of the County, with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated November 7, 2023, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

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

(c) In accordance with Exhibit D, the Sponsor shall report the Final Output to the County in writing contemporaneously with its report to the South Carolina Public Service Commission.

(d) On request by the County, or any person or entity acting on behalf of the County, records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. *FILOT Payments.*

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property and Improvements portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to [448.9], which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 20[24].³

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no

responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

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

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

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

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

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

Section 4.4. Damage or Destruction of Economic Development Property.

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

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

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

Section 4.5. Condemnation.

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

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

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

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

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

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

ARTICLE V ADDITIONAL INCENTIVES

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

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

The parties agree that in the case the Sponsor fails to establish the Commencement Date prior to the last day of the property tax year that is three years from the year in which the County and the Sponsor entered into this Fee Agreement (i.e., later than December 31, 2028), this Fee Agreement shall not be invalidated, and (1) the Commencement Date shall be deemed to be December 31, 2028 and (2) the term of the Investment Period and the Term of the Fee Agreement shall be deemed to have commenced as of December 31, 2028, provided, however, the Investment Period shall terminate on December 31, 2033, unless otherwise extended pursuant to the terms of this Fee Agreement. In the case this Fee Agreement is, despite the parties' intent, invalidated due to the Commencement Date being after December 31, 2028, the Sponsor and the County agree that this Fee Agreement shall be converted to provide for an Infrastructure Credit equal to an amount needed to place the Sponsor in the same financial position as if the Fee Agreement had not been invalidated.

ARTICLE VI CLAW BACK

Section 6.1. *Claw Back.* In the event that the cost of the Project (without regard to depreciation) that the Sponsor acquires does not reach the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Sponsor shall pay the County an amount pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Sponsor would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of Net FILOT Payments the Sponsor has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the lowest amount of interest as provided in Section 12-54-25 of the Code. If the Sponsor's investment in the Project (without regard to depreciation and taking into account any Sponsor Affiliate investments) attains the Contract Minimum Investment Requirement by the end of the Investment Period, but thereafter falls below the Contract Minimum Investment Requirement (without regard to depreciation) prior to the Final Termination Date, this Fee Agreement shall terminate.

ARTICLE VII DEFAULT

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

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

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

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility;

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

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

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

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

Section 7.2. Remedies on Default.

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

(i) as to an Event of Default under Section 7.1(a), terminate this Fee Agreement; or

(ii) as to an Event of Default under Section 7.1(a) – (e), take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

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

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

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

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information**.” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement. In no event shall the Sponsor’s obligation to indemnify any Indemnified Party exceed the value of any economic benefit or incentive the Sponsor has received under this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its reasonable 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 that itemizes all costs incurred, including an itemization of tasks performed and time spent on the matter by attorneys, and the Sponsor shall pay the County within 90 days of receipt of the statement. The Sponsor may request further reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any such documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage

and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse any Indemnified Party for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct; or (iii) if, to the extent such liability or claim is determined by a court or by the mutual agreement of the parties to be fully or partially extinguished by the termination of this Fee Agreement pursuant to the terms hereof and such termination is properly effected.

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

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

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

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

Section 8.6. Assignment. The Sponsor may assign this Fee Agreement, or all or substantially all of the Economic Development Property to which this Fee Agreement relates, in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The County hereby expressly consents in advance to any such assignment of this Fee Agreement, in whole or in part, by the Sponsor to any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

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

to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

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

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. The County hereby expressly consents to any designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor, (ii) any third party that the Sponsor may elect to involve in the investment in and ownership or financing of the Project, and (iii) the landowner(s) of the Real Property, each designated on Exhibit E attached hereto, and their respective heirs, successors and assigns. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

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

ARTICLE X MISCELLANEOUS

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

IF TO THE SPONSOR:

Project Sam

WITH A COPY TO (does not constitute notice):

Nelson Mullins Riley & Scarborough, LLP
Attn: Edward Kluiters
1320 Main Street, 17th Floor
Columbia, SC 29201

IF TO THE COUNTY:

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

WITH A COPY TO (does not constitute notice):

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

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

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

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

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

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

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

Section 10.8. *Interpretation; Invalidity; Change in Laws.*

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

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

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

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

Section 10.10. *Termination; Termination by Sponsor.*

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

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

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

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

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

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

Section 10.13. *Business Day.* If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the

jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

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

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

PROJECT SAM

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

TO BE PROVIDED FOR FINAL READING.

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE], 2025 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Project Sam (“Sponsor”).

1. Joinder to Fee Agreement.

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

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

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

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

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

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

4. Governing Law.

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

5. Notice.

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

[_____]

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

Date

Name of Entity
By:_____
Its:_____

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

RICHLAND COUNTY, SOUTH CAROLINA

By:_____
Its:_____

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

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.

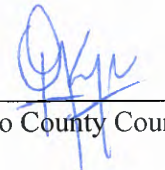
RICHLAND COUNTY, SOUTH CAROLINA



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 D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

The Sponsor is entitled to an Infrastructure Credit against the FILOT Payments under this Fee Agreement to establish a fixed-level, annual fee in-lieu-of tax payment for the Project through the period ending on the Phase Termination Date for the final Phase of the Project. For the avoidance of doubt, should any part or all of the Project acquired during the Investment Period not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in a Multicounty Park so that the Infrastructure Credit provided for herein can be utilized to reduce or increase, as appropriate, such FILOT Payments to the Fixed FILOT Payment for the entire period ending on the Phase Termination Date for the final Phase of the Project that would otherwise be applicable.

Subject to the terms and conditions of this Fee Agreement, an Infrastructure Credit shall be applied to each annual FILOT Payment as calculated pursuant to Section 4.1 of this Fee Agreement (the “**Base FILOT Payment**”), so that the Sponsor pays an annual amount with respect to the Economic Development Property equal to the “Net FILOT Payment.” In years in which the Net FILOT Payment is lower than the Base FILOT Payment, an Infrastructure Credit shall be applied to the Base FILOT Payment and shall equal the difference between the Base FILOT Payment and the Net FILOT Payment for such year. In years in which the Net FILOT Payment is higher than the Base FILOT Payment, the assessment ratio applicable to the calculation of the Base FILOT Payment as set forth in Section 4.1(a)(ii) of the Fee Agreement shall be increased to a level such that the Base FILOT Payment shall equal the Net FILOT Payment. The Net FILOT Payments shall be in lieu of all *ad valorem* tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

The amount of the Net FILOT Payment is based upon the assumption that the Project will generate 74.9 MWac (as defined below) of Final Output and will pay \$3,458.58 of Final Output for the term of the Fee Agreement, or \$259,048, beginning on the Commencement Date. If the Final Output of the Project is lesser than 74.9 MWac, the Net FILOT Payment that the Sponsor shall be required to make shall equal \$3,458.58 per MWac multiplied by the actual Final Output. For example, and by way of example only, if the Final Output of the Project is 65 MWac, the Net FILOT Payment shall equal \$224,807.70.

For purposes of this Exhibit D, the following terms have the following meanings:

“**Final Output**” shall mean the final power output capacity of the Project as reported to the South Carolina Public Service Commission upon the Project reaching Commercial Operation and measured to the hundredth decimal point in MWac. The Sponsor shall report the Final Output to the County in writing contemporaneously with its report to the South Carolina Public Service Commission, and upon receipt of the Final Output, the County will calculate the Fixed FILOT Payment.

“**MWac**” means megawatts of alternating current.

To the extent the Infrastructure Credit is used to pay for the cost of personal property and the removal of such personal property results in a penalty pursuant to 4-29-68(A)(2)(ii) of the Code, the Sponsor shall be entitled to an additional Infrastructure Credit against any Net FILOT Payments to be made on the Project after the date of such removal in an amount equal to such penalty.

The parties agree that in the event the Real Property was previously assessed as agricultural property, rollback taxes as provided in Section 12-43-220(d) of the Code, do not apply to the change in use of the Real Property from its agricultural use to non-agricultural use; however, to the extent such rollback taxes do apply, the County agrees to provide an Infrastructure Credit equal to the amount of the applicable rollback taxes to offset such taxes.

In addition, and as an additional incentive to locate the Project in the County, there shall be (i) an annual Infrastructure Credit equal to the amount of any business license tax or fees that may be imposed upon the Sponsor and/or Sponsor Affiliate as a result of the Project by the County.

EXHIBIT E (see Section 9.1)
LANDOWNERS

TO BE PROVIDED FOR FINAL READING.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Dr. John M. Thompson	Title:	Assistant County Administrator
Department:	Administration	Division:	
Date Prepared:	March 7, 2025	Meeting Date:	April 22, 2025
Legal Review	Patrick Wright via email	Date:	April 15, 2025
Budget Review	Maddison Wilkerson via email	Date:	April 7, 2025
Finance Review	Stacey Hamm via email	Date:	April 4, 2025
Approved for consideration:			
Meeting/Committee	Administration & Finance		
Subject	"I move to direct the County Administrator to research and present the options for Richland County to enact a Hate Crimes Ordinance."		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the Hate Crimes Ordinance.

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 type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There are costs associated with training individuals to positively identify a hate crime as defined in the proposed ordinance. These costs may be associated with training existing staff or utilizing a third party consultant (trainer). Staff anticipates stakeholders in the Sheriff's Department, the Solicitor's Office, the Public Defender's Office, and the judicial center will receive training on this ordinance should County Council pass it. The cost is unknown at this time.

The Office of Community Oriented Policing Services (COPS Office), a component of the U.S. Department of Justice, offers the Collaborative Reform Initiative Technical Assistance Center (CRI-TAC) program. This program provides "critical and tailored technical assistance resources to state, local, territorial, and tribal law enforcement agencies on a wide variety of topics" – to include "Addressing Hate Crimes." CRI-TAC is a public service and is offered at no-cost.

The Bureau of Justice Assistance (BJA) also provides resources, including training and technical assistance. Some of the BJA programs focus on investigating and prosecuting hate crime offenses, such as the Hate Crimes Training & Technical Assistance Program.

Both the DOJ and BJA offer grant programs that support hate crimes programs of law enforcement agencies, researchers, community organizations, and service providers. Many of grants are offered annually. These grants may be used to offset the impact to the County's budget.

Applicable fund, cost center, and spend category: to be determined

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:

Presently, there is no South Carolina state law related to hate crimes; however, there are numerous federal laws.

- The Public Health and Welfare (Violations; Penalties), 42 U.S.C. § 3631.
- Federally Protected Activities, 18 U.S.C. § 245.
- That Matthew Shepard and James Byrd, Jr. Hate Crimes Prevention Act of 2009, 18 U.S.C. § 249.
- Criminal Interference with Right to Fair Housing, 42 U.S.C. § 3631.
- Damage to Religious Property, Church Arson Prevention Act, 18 U.S.C. § 247.
- The COVID-19 Hate Crimes Act, 34 U.S.C. § 30501.
- The Khalid Jabara and Heather Heyer National Opposition to Hate, Assault, and Threats to Equality Act of 2021, 34 U.S.C. § 30507.
- Violent Interference with Federally Protected Rights, 18 U.S.C. § 245.
- Conspiracy Against Rights, 18 U.S.C. § 241.

MOTION OF ORIGIN:

"I move to direct the County Administrator to research and present the options for Richland County to enact a Hate Crimes Ordinance."

Council Member	The Honorable Tyra Little, District 3 & the Honorable Allison Terracio, District 5
Meeting	Regular Session
Date	February 4, 2025

STRATEGIC & GENERATIVE DISCUSSION:

In preparing this draft Hate Crimes Ordinance, staff reviewed hate crimes ordinances from the Town of Arcadia Lakes, City of Columbia, City of Wellford, City of Charleston, and the City of Myrtle Beach as well as a general hate crimes bill introduced to the South Carolina Senate on January 14, 2025. Similar to the ordinances adopted by the aforementioned municipalities and language in the proposed Senate bill, the draft Hate Crimes Ordinance for Richland County establishes the purpose of the proposed ordinance, defines a hate crime and hate material, and provides the penalties for violators of the ordinance.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Goal: Establish Operational Excellence

Objective: Define and develop a plan to ensure equitable services for all citizens that promotes diversity and inclusion.

ATTACHMENTS:

1. 2023 Hate Crime Statistics
2. Town of Arcadia Lakes Hate Crimes Ordinance
3. City of Columbia Hate Crimes Ordinance
4. City of Charleston Hate Crimes Ordinance
5. City of Wellford Hate Crimes Ordinance
6. City of Myrtle Beach Hate Crimes Ordinance
7. Proposed Senate Bill S. 57
8. Proposed Ordinance

Hate Crimes | United States Department of Justice | Hate Crimes

 justice.gov/hatecrimes/state-data/south-carolina

September 27, 2022

[Hate Crime Statistics](#)[Case Examples](#)[News](#)

[Resources](#) [DOJ Offices](#)

2023 Hate Crime Statistics for South Carolina*

Bias Motivation Categories by Year

Bias Motivation Category	2021	2022	2023
Race/Ethnicity/Ancestry	49	40	70
Religion	32	13	26
Sexual Orientation	21	10	9
Disability	2	0	3
Gender	0	0	2
Gender Identity	3	2	5
Total:	107	65	115

Types of Crime

Crimes Against Persons	64	49.2%
Crimes Against Property	48	36.9%
Crimes Against Society	18	13.8%

Bias Motivation Categories

Race/Ethnicity/Ancestry	70	60.9%
Religion	26	22.6%
Sexual Orientation	9	7.8%
Disability	3	2.6%
Gender	2	1.7%
Gender Identity	5	4.3%

*2021 was the first year that the annual hate crimes statistics were reported entirely through the National Incident-Based Reporting System (NIBRS). As a result of the shift to NIBRS-only data collection, law enforcement agency participation in submitting all crime statistics, including hate crimes, fell significantly from 2020 to 2021.

Resources

The resources below include specific examples, experiences, or information related to South Carolina.

Go to the [Resources page](#) to access all resources.

Publication | National Institute of Justice (OJP) | Law Enforcement, Prosecutors

[Notes from the Field: Maintaining Vigilance to Combat Terrorism](#)

DOJ Offices



Columbia
151 Westpark Boulevard
Columbia, SC 29210

T: 803.551.4200
columbia.fbi.gov

FBI Field Office



South Carolina (Columbia)
www.justice.gov/usao-sc/contact-us

U.S. Attorney's Office



Southeastern Regional Office
61 Forsyth Street SW
Suite 7B65
Atlanta, GA 30303

T: 404.331.6883
F: 404.331.4471
askcrs@usdoj.gov

Southeastern Field Office
51 SW First Avenue
Suite 624
Miami, FL 33130

T: 305.536.5206
F: 305.536.6778
askcrs@usdoj.gov

CRS Regional Offices

Updated February 3, 2025

STATE OF SOUTH CAROLINA)

)

Ordinance No. 2024-002

TOWN OF ARCADIA LAKES)

WHEREAS, the residents and visitors of the Town of Arcadia Lakes are a diverse collection of individuals representing diverse races, colors, creeds, religions, ancestries, sexual orientations, genders, gender identities, physical and mental disabilities, and national origins; and

WHEREAS, the Town of Arcadia Lakes values and wishes to protect its residents and visitors irrespective of their race, color, creed, religion, ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin; and

WHEREAS, crimes that are motivated by bias or hate towards any person or persons, in whole or in part, because of the actual or perceived race, color, creed, religion, ancestry, sexual orientation, gender, gender identity, physical or mental disability, or national origin of any person are an affront to the values held by the Town; and

WHEREAS, the State of South Carolina has yet to adopt a statewide Hate Crime Legislation, and is only one of two states in the United States who have yet to adopt such protections for its citizens and visitors; and

WHEREAS, the Town of Arcadia Lakes desires to enact a new section of its Code of Ordinances in order to protect its residents and visitors and deter crimes motivated by bias or hate towards any person or persons, in whole or in part, because of the actual or perceived race, color, creed, religion, ancestry, sexual orientation, gender, gender identity, physical or mental disability, or national origin of any person, and provide separate appropriate penalties in addition to the punishment for the underlying violation of the ordinances of the Town; and

WHEREAS, Arcadia Lakes Town Council has the authority to enact new sections of its Code of Ordinances when deemed to be in the best interest of the town's citizens, and it now desires to do so, as displayed below.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Councilmembers of the Municipality of Arcadia Lakes, in Council assembled, Section 3-318 of the Arcadia Lakes Code of Ordinances titled *Hate Intimidation* is hereby enacted to specifically read as follows:

Section 3-318 HATE INTIMIDATION.

(A) A person who violates an offense as prohibited by Chapter 3, Article III of the Town of Arcadia Lakes Code of Ordinances, any act or omission which is prohibited or declared unlawful under this Code of Ordinances, or any provision of State law within the municipal limits of the Town of Arcadia Lakes, with the intent to intimidate a person or persons, in whole or in part, because of the actual or perceived race, color, creed, religion, ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin of any person is guilty of the separate offense of hate intimidation and shall be punished as provided in section (B) here within. Sentences

shall run consecutive to one another unless the Court specifies on the record good cause why they should run concurrently.

(B) Fines imposed under this section for contemporaneous or concurrent violations of this section shall be assessed for each violation,

(1) A violation of this section shall be a misdemeanor and punishable by a fine of not more than \$500.00 and/or by imprisonment for not more than 30 days. The sentence imposed must be consecutive to the sentence for the underlying criminal offense unless the Court articulates on the record the reasons why the sentences should run concurrently.

(2) The Court may impose community service or participation in an educational program for violation of this Section.

(3) Any sentence may be suspended upon the defendant's completion of appropriate education, counseling, or community service employment as ordered by the Court.

(4) The Court may also designate that all or part of the fine be directed to support programs designed to combat bias based on ethnicity, national origin, color, religion, sexual orientation, gender and gender identity, or physical or mental disability.

(C) Restitution authorized. In addition to the penalties provided for above, the Court may order restitution up to the limits of the Court's jurisdiction for damages sustained by the victim of this offense directly related to the commission of the crime, which may include compensation for medical bills, counseling or therapy or damage to property sustained by the victim as a result of the underlying criminal offense.

ENACTED IN REGULAR MEETING, this 2nd day of May, 2024.

Mark W. Huguley, Mayor

ATTEST:

Elizabeth Krajewski, Clerk/Treasurer

Scott Elliott, Town Attorney

First reading: April 4, 2024

Final reading: May 2, 2024

ORDINANCE NUMBER NO.: 2019-062

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 14, Offenses and Miscellaneous Provisions, Article I, In General, to add
Sec. 14-8 Hate intimidation*

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this 17th day of December, 2019, that the 1998 Code of Ordinance of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article I, In General, is amended to add Sec. 14-8 Hate intimidation, to read as follows:

Sec. 14-8. Hate intimidation.

(a) A person who violates Sec. 10-34, 12-8, 14-5, 14-31, 14-91, 14-92, 14-93, 14-94, 14-97, 14-101, 14-102, 14-104, 14-263, 15-1 or 22-72 with the intent to intimidate a person in whole or in part because of the actual or perceived race, color, creed, religion, ancestry, gender, sexual orientation (as defined in Sec. 11-503), disability (as defined in Sec. 11-503) **gender identity, expression** or national origin of any person is guilty of the separate offense of hate intimidation and shall be punished as provided by Sec. 1-5. The sentences shall run consecutive to one another unless the court specifies on the record good cause why they should run concurrently.

(b) Fines imposed under this section for contemporaneous or concurrent violations of this section shall be assessed for each violation.

(c) A court may impose community service or participation in an educational program for violation of this section.

(d) All fines paid and collected pursuant to this section shall be used to support educational programs. (e) As used in this section "educational program" shall mean an educational program approved by the city that is conducted by a public or not-for-profit entity within the city limits and that provides training relating to the harm or damage to individuals or society caused by bigotry on the basis of race, color, creed, religion, ancestry, gender, sexual orientation, disability or national origin.

Requested by:

Mayor Benjamin _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

City Attorney

City Clerk

Introduced: 8/20/2019

Final Reading: 9/17/2019



Ratification
Number 2023-237

AN ORDINANCE

TO AMEND CHAPTER 21-OFFENSES; ARTICLE I-IN GENERAL; SECTION 21-1-HATE INTIMIDATION.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That Chapter 21-Offenses; Article I-In General; Section 21-1-Hate Intimidation will be amended by adding the text shown below with a double-underline and deleting text shown below with a ~~strike-through~~:

A person who violates another section of this chapter with the intent to intimidate another person or persons in whole or in part because of the actual or perceived race, color, creed, religion, ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin of the other person or persons, including any act of antisemitism, is guilty of the separate offense of hate intimidation and shall be punished as provided by section 1-16. The sentences shall run consecutive to one another unless the court specifies on the record reason why they should run concurrent. For purposes of this section, 'antisemitism' refers to the definition set forth by the International Holocaust Remembrance Alliance (IHRA).

Section 2. That this Ordinance shall become effective upon ratification.

Ratified in City Council this 28th day of November in the year of Our Lord, 2023, in the 248th Year of the Independence of the United States of America.

By: [Signature]
John J. Tecklenburg, Mayor

ATTEST: By: [Signature]
Jennifer Cook
Clerk of Council

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

ORDINANCE NO:2024-0806-01

CITY OF WELLFORD)

.....

AN ORDINANCE ESTABLISHING PENALTIES FOR HATE CRIMES

WHEREAS, the State of South Carolina has yet to adopt a statewide Hate Crime statute; and the City of Wellford is responsible with protecting the health, safety, and welfare of our community and to enact ordinances of any nature that are not prohibited by law, or the Constitution of the United States as stated in 5-13-30 (9-10) of the South Carolina Code of Laws. The City of Wellford values the diversity of our community.

WHEREAS, the City of Wellford acknowledges it must protect its residents and visitors from intimidation, threats, crimes, hate, and towards a person because of their actual or perceived ethnicity, national origin, color, religion, sexual orientation, gender, gender identity, social identity and/or physical or mental disabilities. This ordinance is to help deter crimes motivated by bias or hate towards any person or persons.

(a) Any person(s) who violate(s) this ordinance with the intent to intimidate or harass a person(s) because of the actual or perceived race, ethnicity, national origin, color, religion, sexual orientation, gender, gender identity, social identity and/or physical or mental disabilities is guilty of a separate offense of hate crimes and shall be punished as provided in item (b) here within.

(b) Penalties. A violation of this section shall be a misdemeanor punishable by a fine of not more than \$500.00, and/or imprisonment for not more than thirty (30) days. The sentence imposed must be consecutive to the sentence for the underlying criminal offense unless the court articulates on the record the reasons why the sentences should run concurrently. Any sentence may be suspended on completion of appropriate education, counseling, or community service by the defendant as ordered by the court.

(c) Restitution. In addition to the penalties provided above, the Court may order restitution for any damages sustained by the victim of offenses directly related to the commission of the crime. This restitution may include but not limited to, medical bills, counseling or therapy, or any property damage that was sustained by the victim as a result of the criminal offense.


(d) In addition, no person(s) shall disseminate hate material on any public property or on any commercial property, or residential property without the permission of the owner of the residential property within the city limits of Wellford. "Hate material" is defined as content which advocates or promotes genocide or hatred against a group of people based on religion, race, gender, ethnicity, gender identity, sexual orientation, national origin, and/or any type of disability.

It is further ordained by the City Council of the City of Wellford that all Ordinances in conflict with this Ordinance are hereby repealed.


DONE AND RATIFIED in Council assembled on this 3rd day of September 2024.

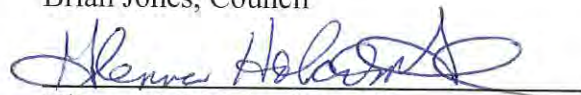
First Reading: August 6, 2024

Second and Final Reading: September 3, 2024


Patricia Watson, Mayor

ATTEST:


Ladeana Mabe, Municipal Clerk
City of Wellford, South Carolina

Brian Jones, Council

Glenna Holcombe, Council


Wymond Wilkins, Council

Paige Bain, Council

ORDINANCE 2024-21

CITY OF MYRTLE BEACH)
 COUNTY OF HORRY)
 STATE OF SOUTH CAROLINA)
 TO ENACT SECTION 14-200 OF THE
 CITY OF MYRTLE BEACH CODE OF
 ORDINANCES ENTITLED *HATE
 INTIMIDATION*

WHEREAS, the residents and visitors of the City of Myrtle Beach are a diverse collection of individuals representing a multitude of races, colors, creeds, religions, ancestries, sexual orientation, genders, gender identities, physical and mental disabilities, and national origins; and

WHEREAS, the City of Myrtle Beach values and wishes to protect its residents and visitors irrespective of their race, color, creed, religion, ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin; and

WHEREAS, crimes that are motivated by bias or hate towards any person or persons, in whole or in part, because of the actual or perceived race, color, creed, religion, ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin of the person are an affront to the values held by the City; and

WHEREAS, the City of Myrtle Beach desires to protect residents and visitors from crimes motivated by bias or hate but also recognizes that some incidents involving bias or hate – while contrary to the values held by the City - do not rise to the level of a criminal act and, likewise, that not all criminal acts towards a member or members of a protected class are motivated by bias or hate; and

WHEREAS, the State of South Carolina has yet to adopt statewide hate crime legislation, and is only one of two states in the United States that have yet to adopt such protection for its citizens and visitors; and

WHEREAS, the City of Myrtle Beach desires to enact a new section of its Code of Ordinances to protect its residents and visitors and deter crimes motivated by bias or hate towards any person or persons, in whole or in part, because of the actual or perceived race, color, creed, religion, ancestry, gender, sexual orientation, gender identity, physical or mental disability, or national origin of the person, and provide separate appropriate penalties in addition to the punishment for the underlying violation of the ordinances of the City or the laws of the State; and

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Mayor and Councilmembers of the City of Myrtle Beach that Section 14-200 of the Myrtle Beach Code of Ordinances titled *Hate Intimidation* is hereby enacted to specifically read as follows:

§ 14-200 HATE INTIMIDATION.

(a) A person who commits a crime in violation of Chapter 14 of the City of Myrtle Beach Code of Ordinances or any other City Ordinance or in violation of State law within the municipal limits of the City of Myrtle Beach, with the intent to intimidate or harass a person or persons, or to cause harm, injury or damage to the person or property of the victim(s), in whole or in part, because of the actual or perceived race, color, creed, religion,

1 ancestry, gender, sexual orientation, gender identity, physical or mental disability, or
2 national origin of the other person or persons, is guilty of the separate offense of hate
3 intimidation and shall be punished as provided in item (b) below.

- 4
5
6 (b) (1) A violation of this section shall be a misdemeanor and punishable by
7 a fine of not more than \$500.00 and/or by imprisonment for not more
8 than 30 days. The sentence imposed must be consecutive to the
9 sentence for the underlying criminal offense unless the court
10 articulates on the record the reasons why the sentences should run
11 concurrently.
12 (2) Separate fines and/or sentences shall be imposed for
13 contemporaneous or concurrent violations.
14 (3) The court may impose community service or participation in an
15 educational or counseling program for violation of this section.
16 (4) The court may suspend the sentence and/or fine in whole or in
17 part, and require completion of an educational program, a course of
18 counseling, or appropriate community service. This provision does
19 not constitute creation of a diversion program, nor does it provide
20 for dismissal of any conviction or guilty plea, but instead allows the
21 court flexibility in selecting effective penalties in appropriate cases.
22 (5) The court may also designate all or part of the imposed fine be
23 directed to the support of programs designed to combat bias based on
24 race, color, creed, religion, ancestry, gender, sexual orientation,
25 gender identity, physical or mental disability, or national origin.
26

27 (c) Restitution authorized. In addition to the penalties provided for above, the
28 court may order restitution up to the limits of the court's jurisdiction for damages sustained
29 by the victim of this offense directly related to the commission of the crime which may
30 include compensation for medical bills, counseling or therapy or damage to property
31 sustained by the victim as a result of the underlying criminal offense.
32

33 THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON FINAL READING.

34
35 SIGNED, SEALED AND DELIVERED THIS 24th DAY OF MARCH, 2024.

36
37
38
39
40 
41 JENNIFER ADKINS, CITY CLERK


BRENDA BETHUNE, MAYOR

42 1st Reading: 3-26-2024
43 2nd Reading: 4-9-2024

South Carolina General Assembly
126th Session, 2025-2026

S. 57

STATUS INFORMATION

General Bill
Sponsors: Senator Allen
Document Path: SMIN-0026MW25.docx

Introduced in the Senate on January 14, 2025
Currently residing in the Senate Committee on **Judiciary**

Summary: Provide Penalties for Hate Crimes

HISTORY OF LEGISLATIVE ACTIONS

Date	Body	Action Description with journal page number
12/11/2024	Senate	Prefiled
12/11/2024	Senate	Referred to Committee on Judiciary
1/14/2025	Senate	Introduced and read first time (Senate Journal-page 53)
1/14/2025	Senate	Referred to Committee on Judiciary (Senate Journal-page 53)

View the latest [legislative information](#) at the website

VERSIONS OF THIS BILL

12/11/2024

1
2
3
4
5
6
7
8
9 **A BILL**
10

11 TO AMEND THE SOUTH CAROLINA CODE OF LAWS BY ADDING SECTION 16-3-2410; BY
12 AMENDING SECTION 16-11-510, RELATING TO MALICIOUS INJURY TO ANIMALS AND
13 OTHER PERSONAL PROPERTY, SO AS TO REVISE THE PENALTIES FOR MALICIOUS
14 INJURY TO PERSONAL PROPERTY; AND BY AMENDING SECTION 16-11-520, RELATING
15 TO MALICIOUS INJURY TO A TREE, HOUSE, OUTSIDE FENCE, OR FIXTURE AND
16 TRESPASS UPON REAL PROPERTY, SO AS TO REVISE THE PENALTIES FOR MALICIOUS
17 INJURY TO REAL PROPERTY AND TO PROVIDE ADDITIONAL PENALTIES FOR PERSONS
18 WHO MALICIOUSLY INJURE PERSONAL OR REAL PROPERTY OF ANOTHER PERSON
19 WITH THE INTENT TO ASSAULT, INTIMIDATE, OR THREATEN THAT PERSON.
20

21 Be it enacted by the General Assembly of the State of South Carolina:
22

23 SECTION 1. Chapter 3, Title 16 of the S.C. Code is amended by adding:
24

25 Article 22
26

27 Hate Crimes
28

29 Section 16-3-2410. A person who commits an offense contained in this chapter with the intent to
30 assault, intimidate, or threaten a person because of his race, religion, color, sex, age, national origin, or
31 sexual orientation is guilty of a felony and, upon conviction, must be fined not less than two thousand
32 dollars nor more than ten thousand dollars, or imprisoned not less than two years nor more than fifteen
33 years, or both. Two thousand dollars of a fine and two years of a sentence imposed pursuant to the
34 provisions of this article may not be suspended.
35

36 SECTION 2. Section 16-11-510 of the S.C. Code is amended to read:
37

38 Section 16-11-510. (A) It is unlawful for a person to wilfully and maliciously cut, shoot, maim,
39 wound, or otherwise injure or destroy any horse, mule, cattle, hog, sheep, goat, or any other kind, class,
40 article, or description of personal property, or the goods and chattels of another.

41 (B) A person who violates the provisions of this section is guilty of a:

42 (1) felony and, upon conviction, must be fined in the discretion of the court or imprisoned not

1 more than ten years, or both, if the injury to the property or the property loss is worth ten thousand
2 dollars or more;

3 (2) felony and, upon conviction, must be fined in the discretion of the court or imprisoned not
4 more than five years, or both, if the injury to the property or the property loss is worth more than two
5 thousand dollars but less than ten thousand dollars;

6 (3) misdemeanor triable in magistrates court or municipal court, notwithstanding the provisions
7 of Sections 22-3-540, 22-3-545, 22-3-550, and 14-25-65, if the injury to the property or the property
8 loss is worth two thousand dollars or less. Upon conviction, the person must be fined not more than
9 one thousand dollars, or imprisoned, not more than thirty days, or both.

10 (C) A person who violates the provisions of subsection (A) with the intent to assault, intimidate, or
11 threaten a person because of his race, religion, color, sex, age, national origin, or sexual orientation is
12 guilty of a felony and, upon conviction, must be fined not less than two thousand dollars nor more than
13 ten thousand dollars, or imprisoned not less than two years nor more than fifteen years, or both. Two
14 thousand dollars of a fine and two years of a sentence imposed pursuant to the provisions of this
15 subsection may not be suspended. For purposes of this section, "sexual orientation" means a person's
16 actual or perceived heterosexuality, bisexuality, homosexuality, or gender identity or expression.

17
18 SECTION 3. Section 16-11-520 of the S.C. Code is amended to read:

19
20 Section 16-11-520. (A) It is unlawful for a person to wilfully and maliciously cut, mutilate, deface,
21 or otherwise injure a tree, house, outside fence, or fixture of another or commit any other trespass upon
22 real property of another.

23 (B) A person who violates the provisions of this section is guilty of a:

24 (1) felony and, upon conviction, must be fined in the discretion of the court or imprisoned not
25 more than ten years, or both, if the injury to the property or the property loss is worth ten thousand
26 dollars or more;

27 (2) felony and, upon conviction, must be fined in the discretion of the court or imprisoned not
28 more than five years, or both, if the injury to the property or the property loss is worth more than two
29 thousand dollars but less than ten thousand dollars;

30 (3) misdemeanor triable in magistrates court or municipal court, notwithstanding the provisions
31 of Sections 22-3-540, 22-3-545, 22-3-550, and 14-25-65, if the injury to the property or the property
32 loss is worth two thousand dollars or less. Upon conviction, the person must be fined not more than
33 one thousand dollars, or imprisoned not more than thirty days, or both.

34 (C) A person who violates the provisions of subsection (A) with the intent to assault, intimidate, or
35 threaten a person because of his race, religion, color, sex, age, national origin, or sexual orientation is
36 guilty of a felony and, upon conviction, must be fined not less than two thousand dollars nor more than

1 ten thousand dollars, or imprisoned not less than two years nor more than fifteen years, or both. Two
2 thousand dollars of a fine and two years of a sentence imposed pursuant to the provisions of this
3 subsection may not be suspended. For purposes of this section, “sexual orientation” means a person’s
4 actual or perceived heterosexuality, bisexuality, homosexuality, or gender identity or expression.

5
6 SECTION 4. This act takes effect upon approval by the Governor.

7 ----XX----

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 18, OFFENSES, TO ADD A NEW SUBSECTION, HATE INTIMIDATION, TO ESTABLISHING THE OFFENSE AND TO PROVIDE A PENALTIES-PENALTY FOR HATE CRIMESEACH VIOLATION.

WHEREAS, the residents and visitors of the County of Richland represent a diverse group of citizens based on races, colors, creeds, religions, ancestries, sexual orientations, genders, gender identities, physical and mental disabilities, and national origins; and

WHEREAS, the County of Richland values the diversity of its community and it must protect its residents and visitors from intimidation, threats, crimes, and hate towards a person because of their actual or perceived ethnicity, national origin, religion, sexual orientation, gender, gender identity, social identity and/or physical or mental disabilities. -This ordinance is to help deter crimes motivated by bias or hate towards any person or persons; ~~and;~~

~~WHEREAS, the Federal Bureau of Investigation defines a hate crime, “as a criminal offense against a person or property motivated in whole or in part by an offender’s bias against race, religion, disability, sexual orientation, ethnicity, gender, or gender identity.”; and~~

~~WHEREAS, a hate crime can be classified into three main types: physical assault of any kind, verbal abuse, and incitement to hatred (i.e., words, pictures, and videos describing violence against anyone due to their perceived differences; chat forums in which people ask other people to commit hate crimes against a specific person or group; music and information on websites calling for violence against a specific person or group).~~

WHEREAS, the County of Richland is responsible ~~for~~ with protecting the health, safety, and welfare of those in its community and ~~to for~~ enacting ordinances not inconsistent with the Constitution and general law of this State of any nature that are not prohibited by law, or the Constitution of the United States as stated in 5-13-30 (9-10) of the South Carolina Code of Laws; and

WHEREAS, the State of South Carolina has yet to adopt ~~a~~-statewide ~~H~~hate ~~C~~crime ~~L~~legislation, and is only one of two states in the United States ~~that to~~ have yet ~~to~~-adopt such protections for its citizens and visitors; and

~~WHEREAS, Richland County Council has the authority to enact new sections of its Code of Ordinances when deemed to be in the best interest of the county’s citizens, and it now desires to do so, as displayed below.~~

NOW, THEREFORE, County Council, pursuant to S.C. Code, Ann. Section 4-9-30(14), which authorizes a county governing body to enact ordinances for the implementation and enforcement of the powers granted under Home Rule, Title 4 of the South Carolina Code of Laws, adopts this

ordinance. BE IT ORDAINED by the County Council Chair and Councilmembers of the County of Richland, in Council assembled, Section _____ of the Richland County Code of Ordinances titled Establishing Penalties for Hate Crimes is hereby enacted to specifically read as follows:

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

Sec. 18- ____ . Hate Intimidation.

(a) Definitions.

Whenever used in this section, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined.

Hate Material. Content which advocates or promotes genocide or hatred against a group of people based on religion, race, ethnicity, gender, gender identity, sexual orientation, national origin, or disability.

Minor Child. A person under the age of eighteen years and residing with the person's parent(s) or legal guardian(s).

Ordinance Offense. An offense defined in Sec. 18 of the Richland County Code of Ordinances.

State Crime. An offense or crime defined in Title 16 the South Carolina Code of Laws, as amended.

(b) Offenses defined.

(a) (1) A person who is charged with committing an Ordinance Offense or State Crime within the unincorporated area of Richland County with the intent, in whole or in part, to cause or cause the fear of harm, injury, or damage to the victim's person or property because of the victim's actual or perceived race, ethnicity, national origin, color, religion, sexual orientation, gender, gender identity, social identity, or disability, whether or not the perception is correct, is guilty of the separate hate crime offense of hate intimidation. Any person(s) committing a violent crime as defined in Section 16-1-60 of the South Carolina Code of Laws (SCCL), a harassment or stalking offense pursuant to Article 17 of SCCL, cross burning pursuant to Section 16-7-120 of the SCCL, or a malicious injury offense as provided in Section 16-11-510 or 16-11-520 of the SCCL, and the offense was committed against a victim who was intentionally selected, or the property of the victim was intentionally selected because of the actual or perceived race, ethnicity, national origin, color, religion, sexual orientation, gender, gender identity, social identity, and/or physical or mental disabilities, whether or not the perception is correct, the person is guilty of a separate offense of hate crimes and shall be punished as provided in item (b) here within.

(2) A person who disseminates, within the unincorporated area of Richland County, hate material on any public, commercial, or residential property without the permission of the property owner is guilty of the separate hate crime offense of hate intimidation.

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(bc) Criminal enforcement. Penalties.

~~Fines imposed under this section for contemporaneous or concurrent violations of this section shall be assessed for each violation,~~

(1) A person who violates any provision of this section, and is charged by a law enforcement officer with committing a State Crime or a Richland County code enforcement officer with committing an ordinance offense, violation of this section shall also be charged by that officer with a violation of this section and be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding five hundred dollars (\$500.00) or imprisonment not exceeding thirty (30) days, or both, and may be required by the court to make restitution, a misdemeanor punishable by a fine of not more than \$500.00, and/or imprisonment for not more than thirty (30) days. The sentence imposed must be consecutive to the sentence for the underlying criminal offense (such as an assault or a threat) unless the court articulates on the record the reasons why the sentences should run concurrently.

(2) The parent(s) or legal guardian(s) parent of a minor child charged with violating any provision of this section shall be liable for any damages that caused by the minor child and is shall be required to pay under subsection (b)(1) of this section any restitution ordered pursuant to this section, if any action or omission of the parent(s) or legal guardian(s) contributed to the action(s) of the minor child.

(3) A court may impose community service or participation in an educational or counseling program for the violation of this section.

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~~(4) Any sentence may be suspended on completion of appropriate education, counseling, or community service by the defendants ordered by the court. This provision does not constitute creation of a diversion program, nor does it provide for dismissal of any conviction or guilty plea, but instead allows court flexibility in selecting effective penalties in appropriate cases.~~

~~(5) All fines paid and collected pursuant to this section shall be used to support educational programs designed to combat bias based on ethnicity, national origin, color, religion, sexual orientation, gender and gender identity, or physical or mental disability.~~

~~(6) As used in this section "educational program" shall mean an educational program approved by the county that is conducted by a public or not for profit entity within the~~

county limits and that provides training relating to the harm or damage to individuals or society caused by bigotry on the basis of race, color, creed, religion, ancestry, gender, sexual orientation, disability or national origin.

~~(d) Restitution authorized. In addition to the penalties provided above, the Court may order restitution for any damages sustained by the victim of offenses directly related to the commission of the crime. This restitution may include but not limited to, medical bills, counseling or therapy, or any property damage that was sustained by the victim as a result of the criminal offense.~~

~~(d) In addition, no person(s) shall disseminate hate material on any public property or on any commercial property, or residential property without the permission of the owner of the residential property within the county limits of Richland. "Hate material" is defined as content which advocates or promotes genocide or hatred against a group of people based on religion, race, gender, ethnicity, gender identity, sexual orientation, national origin, and/or any type of disability. Remedies not exclusive.~~

The provisions of this ordinance are in addition to, and not in lieu of, any other enforcement provision or process permitted by law. Nothing in this ordinance supplants, alters, or limits a statutory or common law right of a person to bring an action in court or the right of Richland County to prosecute a person for the commission of hate intimidation or any other hate crime.

SECTION II. 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. 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 THE ____ DAY

OF _____, 2025.

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

DRAFT

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 infrastructure credit agreement to provide for infrastructure credits to a company identified for the time being as Project Catalyst; 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
INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR
INFRASTRUCTURE CREDITS TO A COMPANY IDENTIFIED
FOR THE TIME BEING AS PROJECT CATALYST; 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 (“Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding infrastructure serving the County or a project and for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “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”), to govern the operation of the Park;

WHEREAS, a company identified for the time being as Project Catalyst (the “Company”), proposes to invest, or cause others to invest, in and develop a mixed-use commercial development project, including retail, market rate housing, and student housing project components, as well as supportive structured parking improvements (“Project”), to be located on, and comprised of, land more particularly identified in the Agreement (as hereinafter defined) (“Site”), which land is presently located in the County, and anticipates that, should its plans proceed as presently contemplated, the Project will generate a minimum of \$225,000,000 of new aggregate, taxable investment in the County;

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 Site and other real and personal property comprising the Project (collectively, the “Property”) in the Park; and

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

WHEREAS, the County further desires to enter into an Infrastructure Credit Agreement with the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of

assisting in paying the costs of certain 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 Infrastructure comprising the Project will enhance the economic development of the County and promote the welfare of its citizens.

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

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

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

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

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

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

[End of Ordinance]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: May 13, 2025
Second Reading: _____, 2025
Public Hearing: _____, 2025
Third Reading: _____, 2025

EXHIBIT A
FORM OF INFRASTRUCTURE CREDIT AGREEMENT

See attached.

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT CATALYST

Dated as of _____, 2025

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, dated as of _____, 2025 (as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof, this “Agreement”), by and among RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and a company identified for the time being as PROJECT CATALYST (the “Company”; together with the County, collectively, the “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by the Code of Laws of South Carolina 1976, as amended (the “Code”) and, particularly, Title 4, Chapter 1 of the Code, including Sections 4-1-170 and 4-1-175 thereof, and Section 4-29-68 of the Code (collectively, the “Act”), and Article VIII, Section 13(D) of the South Carolina Constitution (i) to provide credits (“Infrastructure Credits”) to investors for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or a project and for improved and unimproved real estate and personal property, including, but not limited to, machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (“Infrastructure”), all to enhance the economic development of the County; and (ii) to create, in conjunction with one or more other counties, a joint county industrial or business park (“Park”) in order to facilitate the grant of such Infrastructure Credits to such investors; and

WHEREAS, the Company has invested in, or proposes to invest, or cause others to invest, in and develop a mixed-use commercial development project, including retail, market rate housing, and student housing components, as well as supportive structured parking improvements (the “Project”) to be located on, and comprised of, land presently and more particularly described on Exhibit A attached hereto (the “Site”), which land is presently located in the County and in the City of Columbia, South Carolina (the “City”), and anticipates that, should its plans proceed as presently contemplated, the Project will generate a minimum of \$225,000,000 of new aggregate, taxable investment in the County, which investment shall include, but not be limited to, the Company’s investment in acquiring the Site and all existing real property improvements located thereon; and

WHEREAS, in accordance with Article VIII, Section 13(D) of the South Carolina Constitution and the Act, real and personal property having a *situs* in a Park is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* taxes or other fee in lieu of tax payments that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park and such resulting exemption (each, a “Fee Payment”); and

WHEREAS, Section 4-1-170(C) of the Act provides that if a Park is to include within its boundaries property which is located within the limits of a municipality, the consent of such municipality must first be obtained prior to such inclusion; and

WHEREAS, pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the Act, the County and Fairfield County, South Carolina (“Fairfield County”) have jointly developed a Park known as the I-77 Corridor Regional Industrial Park (the “I-77 Park”) by entering into that certain Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 (as may be amended, modified, or supplemented from time to time, the “Park Agreement”); and

WHEREAS, the County has determined to provide for, subject to City consent thereto, the inclusion

of the Site and all other real and personal property comprising all or a portion of the Project now or hereafter located thereon within the boundaries of the I-77 Park (or a replacement or successor Park) and the maintenance of all such real and personal property within the boundaries of such Park, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Infrastructure Credits set forth in greater detail herein; and

WHEREAS, the County has determined, *inter alia*, that the Project would promote the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities therein and the citizens and residents therein due to the investment to be made, or caused to be made, by the Company and any Co-Investors (as defined herein), which contributes to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering certain Fee Payment and Park benefits, as well as the benefits of certain Infrastructure Credits as reimbursement for a portion of the costs of certain Infrastructure invested by the Company at, in, or in connection with, the Project, all as set forth in greater detail herein; and

WHEREAS, the County Council has authorized the execution and delivery of this Agreement by an Ordinance enacted by the County Council on _____, 2025 (the "Ordinance").

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, execute, deliver, 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, subject to City consent thereto, approved the inclusion of the Site and all other real and personal property comprising all or a portion of the Project now or hereafter located thereon in the I-77 Park; and
- (f) Based on representations made by the Company to the County, the County has determined that the Project and the Infrastructure will enhance the economic development of the County and promote the welfare of its citizens. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County and the welfare of its citizens.

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

- (a) The Company is in good standing under the laws of _____, has the 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'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;

(c) The Infrastructure Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing the Company to undertake the Project; and

(d) The Company covenants to complete any and all Infrastructure in a workmanlike manner and in accordance with all applicable codes and regulations.

ARTICLE II PROJECTIONS, COVENANTS, AND COMMITMENTS OF THE PARTIES

Section 2.1. *Park Covenants by the County.* The County has included and, to the extent not so included, will include within the boundaries of the I-77 Park, and thereafter maintain within the boundaries of the I-77 Park or a successor or replacement Park thereto, the Project, including, but not limited to, the Site, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of the Infrastructure Credits set forth in this Agreement.

Section 2.2. *Investment Commitment by the Company.* The Company shall invest, or cause to be invested, not less than \$225,000,000 in the Project ("Investment Commitment") by December 31, 2030 ("Certification Deadline"). For purposes of determining achievement of the Investment Commitment, the Company may aggregate investments made by the Company and Co-Investors at the Site. For purposes of this Agreement, "Co-Investor" shall mean the Company, any affiliate of, or related party to, the Company, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any third party acquiring a portion of the Site, whether improved or unimproved, for the purpose of making investment in the Project on such portion of the Site, any lessor of equipment or other property comprising a part of the Project (so long as such leased equipment or property are taxed in the County), any tenant of all or a portion of the Project, and any financing entity or other third party investing in, or providing funds for, the Project. .

The Company shall certify achievement of the Investment Commitment to the County on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, closing statements, evidence of cleared checks or other proof of payment, wire transfer documentation, invoices, and accounting logs of the Company or any other Co-Investor, and, only with respect to the personal property portion of the Project, also any SCDOR PT-100 filed by the Company or any other Co-Investor with respect to the Project, 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, (i) the Certification Date shall not be later than, and may not be extended past, the Certification Deadline; and (ii) investment in the Project shall include, in the aggregate, taxable investment consisting of (a) capital expenditures and costs (including, but not limited to, expenditures and costs incurred for, or in connection with, land acquisition, demolition, building construction, site preparation, site improvements, infrastructure construction, other real property improvements, and personal property acquisition) and (b) soft costs (including, but not limited to, architectural fees, engineering fees, financing fees, legal fees, studies, financing costs, interest expense, developer and general contracting fees, insurance, permits and tap fees, impact fees, renting and marketing costs and project development costs) to the extent incurred by the Company or any Co-Investors.

Section 2.3. *Infrastructure Credits.*

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project in accordance with the term, amount, and calculation of the Infrastructure Credit as described on Exhibit B hereto.

(b) For each tax year for which the Company is entitled to an 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 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) If the Company fails to achieve the Investment Commitment on or before the Certification Deadline, then the Company may, in the discretion of the County, be subject to the provisions set forth in Exhibit C hereto with respect to the Infrastructure Credit. In the event the County elects to enforce the provisions set forth in Exhibit C hereto with respect to the Infrastructure Credit, the County shall provide the Company written notice of such election and the County's calculation of the amount due from the Company to the County pursuant to and in accordance with Exhibit C hereto no later than ninety (90) days following the Certification Deadline. The Company shall remit such amount within ninety (90) days of receipt by the Company of such written notice.

(d) If **Section 2.1** hereof, or the granting of the Infrastructure Credits under this Agreement, is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, the County agrees to provide the Company with an incentive that is valid pursuant to such court ruling and commensurate to the nature and value of the benefits intended to be provided under this Agreement by the County, but never any greater direct cost or expense to the County than which would have been created or imposed by and through the Infrastructure Credits arrangement under this Agreement.

(e) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE 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 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 INFRASTRUCTURE CREDITS.

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

Section 2.4. *Site Modifications.* The Company or any other Co-Investor may add to, or sell, lease, or otherwise dispose of any portion of, the Site, in its sole discretion. In such event, the Company or such Co-Investor shall deliver to the County a revised Exhibit A to this Agreement or supplements to Exhibit A reflecting any such addition, disposal or removal and such revised or supplemented Exhibit A shall, effective as of the date of any such transaction, addition, disposal, or removal, be automatically made a part of this Agreement without further action or proceedings by the County.

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

(c) An abandonment of the Project; for purposes of this Agreement, “abandonment of the Project” means failure to place all or a portion of the Project in service by December 31, 2030;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described 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.

Notwithstanding anything herein to the contrary, failure by the Company to achieve the Investment Commitment by the Certification Deadline shall not be deemed to be an Event of Default under this Agreement, but may prospectively reduce certain benefits hereunder or obligate the Company to make certain additional payments to the County, all as set forth in **Section 2.3(c)** and Exhibit C hereof.

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 and continuance 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) verifying the investment in the Infrastructure; and (ii) 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. *Transfers of Project Property; 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 Infrastructure and disclaims all liability with respect to the 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 (each, a “Claim”, and collectively, “Claims”).

(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 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 Catalyst Attn: _____ _____ _____ Phone: _____ Fax: _____
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with a copy to:	Tushar V. Chikhliker, Esq. Maynard Nexsen PC 1230 Main Street, Suite 700 (29201) Post Office Box 2426 Columbia, South Carolina (29202) Phone: 803.540.2188 Fax: 803.727.1469
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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 \$7500. 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 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; Electronic Signatures.* This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument. Signature pages to this Agreement may be delivered with original signatures or by photostatic reproduction, telephonic facsimile transmission, e-mail or other electronic transmission or other similar means whereby each original signature has been reproduced (including, without limitation, .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), and all reproduced signatures shall be deemed "electronic signatures" and equivalent to an original signature for all purposes.

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 later of (i) the expiration of the Credit Term (as defined in Exhibit B attached hereto), or (ii) the date all amounts due and owing from the Company to the County pursuant to and in accordance with Section 2.3(c) hereof have been remitted to the County.

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.

Section 4.18. *Further Proceedings.* It is intended by the Parties that any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the County without necessity of further proceedings. To the extent that additional proceedings are required by law, however, the County agrees, to the extent permitted by law, to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

**[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 INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, Project Catalyst has caused this Agreement to be executed by its authorized officer, effective the day and year first above written.

PROJECT CATALYST

By:_____

Name:_____

Its:_____

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

SITE DESCRIPTION

[To be inserted.]

EXHIBIT B (See Section 2.3)

DESCRIPTION OF INFRASTRUCTURE CREDIT

The Company shall be entitled to receive, and the County shall provide, an Infrastructure Credit against each annual Fee Payment 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 Infrastructure Credit shall not exceed investment in the Infrastructure.

The Company is eligible to receive the Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project in an annual amount equal to 50% of each such Fee Payment for a period of 30 consecutive tax years, beginning with the initial tax year for which a Fee Payment is due with respect to all, or a portion of, the Project (the "Credit Term").

EXHIBIT C (See Section 2.3(c))

DESCRIPTION OF INFRASTRUCTURE CREDITS PENALTY

If the Company fails to achieve the Investment Commitment on or before the Certification Deadline, then the Company may, in the discretion of the County, be subject to all or some of the penalty provisions set forth below, in whole, or in part:

Repayment Amount = Total Infrastructure Credits Received x Claw Back Percentage

Claw Back Percentage = 100% - Investment Achievement Percentage

Investment Achievement Percentage = Actual Investment Achieved (based on highest level of investment in the Project on or before the Certification Deadline) / Investment Commitment [may not exceed 100%]

In calculating the Investment Achievement Percentage, only the investment made up to the Investment Commitment will be counted.

For example, and by way of example only, if the County has provided \$[I] in Infrastructure Credits, and \$[D] is the Actual Investment Achieved, the Repayment Amount would be calculated as follows:

Investment Achievement Percentage = \$[D]/\$[Investment Commitment] = [F]%

Claw Back Percentage = 100% - [F]% = [H]%

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

Notwithstanding the foregoing, the Company shall continue to be eligible for the Infrastructure Credits against each annual Fee Payment due from the Company for the then remaining tax years of the Credit Term; provided, however, that in the event that determination of the Investment Achievement Percentage results in a positive percentage figure, the initial Infrastructure Credits percentage set forth in Exhibit B of this Agreement (50%) shall be reduced for the remaining tax years of the Credit Term by a percentage equal to the Investment Achievement Percentage (e.g., for an Investment Achievement Percentage of 10%, a resulting prospective Infrastructure Credits percentage of 45%).



REQUEST OF ACTION

Subject: FY25 - District 2 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$25,000** for District 2.

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 2 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$ 51,625
Richland County Recreation Foundation	\$ 5,000
SC Juneteenth Freedom Festival	\$ 5,000
F.U.N.D.S Inc.	\$ 5,000
Black Expo 2025	\$ 10,000
Total Allocation	\$ 25,000
FY25 Approved Allocations YTD	\$ 40,500
Remaining FY2025 Balance	\$ 68,550

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
Black Expo 2025	\$ 5,000
Total Allocation	\$ 5,000
FY25 Approved Allocations YTD	\$100,000
Remaining FY2025 Balance	\$277,425

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 9 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** 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
Black Expo 2025	\$ 5,000
Total Allocation	\$ 5,000
FY25 Approved Allocations YTD	\$124,000
Remaining FY2025 Balance	\$186,360

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.



REQUEST OF ACTION

Subject: FY25 - District 10 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** for District 10.

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 10 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$ 25,050
SC Juneteenth Freedom Festival	\$ 5,000
Total Allocation	\$ 5,000
FY25 Approved Allocations YTD	\$ 70,000
Remaining FY2025 Balance	\$ 32,475

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 11 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$15,000** for District 11.

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 11 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2024 Remaining	\$174,552
SC Philharmonic Orchestra	\$ 5,000
Riverbanks Zoo	\$ 10,000
Total Allocation	\$ 15,000
FY25 Approved Allocations YTD	\$ 33,000
Remaining FY2025 Balance	\$208,977

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.