

RICHLAND COUNTY
COUNTY COUNCIL AGENDA



Tuesday, SEPTEMBER 21, 2021

6:00 PM

COUNCIL CHAMBERS

RICHLAND COUNTY COUNCIL 2021



Bill Malinowski
District 1
2018-2022



Derrek Pugh
District 2
2020-2024



Yvonne McBride
District 3
2020-2024



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker III
District 6
2018-2022



Gretchen Barron
District 7
2020-2024



Overture Walker
District 8
2020-2024



Jessica Mackey
District 9
2020-2024



Cheryl English
District 10
2020-2024



Chakisse Newton
District 11
2018-2022





Richland County Council

AMENDED

Regular Session
September 21, 2021 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Paul Livingston,
Chair Richland County Council

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

The Honorable Allison Terracio
3. **PLEDGE OF ALLEGIANCE**

The Honorable Allison Terracio
4. **APPROVAL OF MINUTES**

The Honorable Paul Livingston

 - a. Special Called Meeting: September 14, 2021 [PAGES 7-16]
5. **ADOPTION OF AGENDA**

The Honorable Paul Livingston
6. **PRESENTATION OF PROCLAMATION**

a. A Proclamation Recognizing National Gaining Early Awareness and Readiness for Undergraduate Programs (“GEAR UP”) Week
7. **REPORT OF THE ACTING COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS**

Elizabeth McLean,
Acting 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. Economic Development Accountability Report

The Honorable Paul Livingston
8. **CITIZEN'S INPUT**

The Honorable Paul Livingston

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

- b. 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 time.)

**9. REPORT OF THE COUNTY ADMINISTRATOR
[PAGES 17-34]**

Leonardo Brown,
County Administrator

- a. COVID-19 Update
- b. Project Updates

10. REPORT OF THE INTERIM CLERK OF COUNCIL

Michelle Onley, Interim
Clerk to Council

11. REPORT OF THE CHAIR

The Honorable Paul Livingston

12. THIRD READING ITEMS

The Honorable Paul Livingston

- a. 21-010MA
Kevin Steelman
PDD to PDD
8930 Rabbit Run
TMS # R21800-01-06 **[PAGES 35-39]**

13. SECOND READING ITEMS

The Honorable Paul Livingston

- a. 21-018MA
DR Horton
RU to RS-E (94 Acres)
Hard Scrabble Road
TMS #R14600-03-17(p) **[PAGES 40-41]**
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Tri-County Electric Cooperative, Inc., to provide for payment of a fee-in-lieu of taxes; and other related matters **[PAGES 42-73]**
- c. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Bridge to provide for payment of a fee-in-lieu of taxes; and other related matters **[PAGES 74-104]**

**14. REPORT OF RULES & APPOINTMENTS
COMMITTEE**

The Honorable Bill Malinowski

- a. NOTIFICATION OF APPOINTMENTS

1. Employee Grievance Committee - Three (3) Vacancies (MUST be a Richland County employee; 1 seat is an alternate)
 - a. Meghan Easler [PAGES 105-106]
 - b. William S. Ryon [PAGES 107-108]
2. Lexington Richland Alcohol and Drug Abuse Council [LRADAC] – One (1) Vacancy
 - a. Marvin Robinson [PAGES 109-110]
 - b. Mary Ann Wright [PAGES 111-113]
3. Procurement Review Panel - Two (2) Vacancies (One applicant must be from the public procurement arena & one applicant must be from the consumer industry)
 - a. Tina Green [PAGES 114-115]

15. OTHER ITEMS

The Honorable Paul Livingston

- a. FY22 - District 2 Hospitality Tax Allocations [PAGES 116-117]
- b. FY22 - District 9 Hospitality Tax Allocations [PAGES 118-119]

16. EXECUTIVE SESSION

Elizabeth McLean,
Acting 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.

17. MOTION PERIOD

- a. Based on the fact the Planning Commission makes decisions that affect unincorporated Richland County only, members assigned must reside in unincorporated Richland County

The Honorable Bill Malinowski

18. ADJOURNMENT



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
Special Called Meeting
September 14, 2021 – 6:00PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

COMMITTEE MEMBERS PRESENT: Paul Livingston Chair, Yvonne McBride Vice-Chair, Bill Malinowski, Derrek Pugh, Allison Terracio, Gretchen Barron, Overture Walker, Jessica Mackey and Cheryl English

OTHERS PRESENT: Angela Weathersby, Kyle Holsclaw, Tamar Black, Ashiya Myers, Leonardo Brown, Elizabeth McLean, Jeff Ruble, Bill Davis, Dale Welch, Beverly Harris, Judy Carter, Randy Pruitt, Ronaldo Myers, Sandra Haynes, Stacey Hamm, Michael Byrd, Lori Thomas, Geo Price, John Thompson, Justin Landy, Steven Gaither, Aric Jensen and Syndi Castelluccio

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00PM.
2. **INVOCATION** – The Invocation was led by the Honorable Gretchen Barron.
3. **PLEDGE OF ALLEGIANCE** - The Pledge of Allegiance was led by the Honorable Gretchen Barron.
4. **APPROVAL OF MINUTES**
 - a. **Regular Session: August 31, 2021** – Ms. McBride moved, seconded by Ms. Barron, to approve the minutes as distributed.

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

Not Present: Newton

The vote in favor was unanimous.
 - b. **Special Called Meeting: September 1, 2021** – Ms. McBride moved, seconded by Ms. Barron, to approve the minutes as distributed.

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

Not Present: Newton

The vote in favor was unanimous.
5. **ADOPTION OF AGENDA** – Mr. Livingston noted the Invocation and Pledge of Allegiance did not appear on the printed agenda, and would need to be added for transparency.

Mr. Pugh moved, seconded by Mr. O. Walker, to approve the agenda as amended.

**Special Called Meeting
September 14, 2021**

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

Not Present: Newton

The vote in favor was unanimous.

PRESENTATION

6.

- a. **Capital City/Lake Murray Country** – Ms. Miriam Atria gave a brief overview of Capital City/Lake Murray Country’s Annual Report.

7.

REPORT OF ACTING COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS – Ms. McLean stated the following items are appropriate for Executive Session:

- a. **An Emergency Ordinance requiring the wearing of face masks to help alleviate the spread of COVID-19, specifically the recent surge in the delta variant**

CITIZEN’S INPUT

8.

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

CITIZEN’S INPUT

9.

- 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 time.)** – Mr. Kenneth Spry spoke regarding the paving of Sara Matthews and Wages Roads.

Mr. Mustafa spoke in reference to H-Tax funding for the Sankofa Institute.

Ms. Sherry Jaco and Ms. Vi Hendley spoke regarding community issues in the Olympia area.

Mr. David Oberly spoke in reference to the road maintenance fee.

The Building Industry Association of SC’s CEO, Allen Hutto, introduced himself to Council.

REPORT OF THE COUNTY ADMINISTRATOR

10.

- a. **COVID-19 Update** – Mr. Brown stated the incidence rate for the current reporting period is 1,014 per 100,000 putting the County in the high tier. The percent positive rate is currently 8.8%. Currently 51% of Richland County, and 48.8% of South Carolina’s eligible residents have completed vaccination. He noted the County received, and allocated, \$12M in ERAP – 1 funding. We have received an additional allotment of funding (ERAP-2), and have allocated approximately \$2M, from those funds. The US Treasury allowed the County to request the additional 60%, and we have been awarded an additional \$5.9M, which makes our total ERAP-2 allotment over \$9M.

Mr. O. Walker inquired if the numbers are higher than they were when the County adopted the original mask ordinance in 2020.

Mr. Brown responded the numbers are substantially higher.

b. Project Updates

- **Redistricting Process** – Mr. Brown stated staff has drafted a consultant agreement. The County previously used an in-house process. We intend to use the in-house process, with support from a consultant with subject matter expertise.
- **Strategic Planning Process and Community Survey** – Mr. Brown noted Council should be contacted via Baker Tilly. Please be responsive to those, so we can begin the plan. In conjunction with that, we are going to move forward with the community survey. The goal is to have the plan in place prior to the 2022 Council Retreat.
- **Public Safety Complex** – Mr. Brown stated the Public Safety Complex is moving forward. We have discussed hiring a Construction Manager at Risk and receiving bonding information.

Mr. O. Walker inquired if the County has finalized a contract with an architect.

Mr. Brown responded the architect is LS3P. The County is currently looking to hire a Construction Manager at Risk, which he is moving forward on.

- **Department of Social Services Relocation** – Mr. Brown stated a follow-up meeting was held on September 13th. DSS staff indicated there may have been information missing from the space request. DSS will be reviewing the initial request, and providing updated information. He noted he received a call from DHHS wherein they indicated they have space in there. Unlike DSS, the County has to involve DHHS upper management in the process.
- **Diversity, Equity, and Inclusion (DE&I)** – Mr. Brown stated this item deals with a motion made several months ago. Specific information was included in the agenda packet, which deals with Richland County’s employment demographics.

Ms. McBride stated thanked Mr. Brown for the preliminary data, and noted she found the numbers presented very interesting.

11. **REPORT OF THE INTERIM CLERK OF COUNCIL** – Ms. Onley informed Council the Clerk’s Office was in receipt of thank you cards from the Ms. Thomas and the Greenwood County Chair’s families on Council’s expressions of sympathy on the recent loss of their loved ones.

12. **REPORT OF THE CHAIR**

- a. **Ad Hoc Committee Establishment/Assignments** – Mr. Livingston stated he would establishing the following ad hoc committees to address matters presented by Councilmembers. The Clerk’s Office will send a follow-up email regarding the ad hoc committees. Any Councilmember interested in serving on one of these committees, please contact the Chair.

- Strategic Planning
- Clerk’s Office Reorganization
- Convention Center
- Internal Audit/Internal Auditor/Administrative Support
- Office of Small Business Office

- b. **Land Development Code Work Session** – Mr. Livingston stated he will be scheduling a Land

**Special Called Meeting
September 14, 2021**

Development Code work session for next week.

13. **APPROVAL OF CONSENT ITEMS**

- a. **21-019MA Robert F. Fuller RU to LI (1.16 Acres) 1050 Gates Road TMS # R02509-04-01 [THIRD READING]**
- b. **21-020MA Thomas Fowler GC to RM-HD (0.8 Acres) 4725 Alpine Road TMS # R19712-10-33 [THIRD READING]**
- c. **21-021MA Matthew Condon PDD to PDD (19.17 Acres) Farrow Road TMS # R17404-01-01, R17408-01-01, 02 & 03 [THIRD READING]**

Mr. J. Walker moved, seconded by Mr. Malinowski, to approve the consent items.

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

Not Present: Newton

The vote in favor was unanimous.

14. **THIRD READING ITEMS**

- a. **21-010MA Kevin Steelman PDD to PDD 8930 Rabbit Run TMS # R21800-01-06** – Ms. McBride moved, seconded by Mr. O. Walker, to defer this item until the September 21st Council meeting.

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

Not Present: Newton

The vote in favor was unanimous.

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

- a. **Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Tri-County Electric Cooperative, Inc.; identifying the project; and other matters related thereto** – Ms. McBride stated the inducement resolution that legally recognizes Tri-County Electric Cooperative and that the County intends to negotiate an incentive. The committee recommended approval of this item.

Mr. Malinowski requested the language in the document to be consistent throughout.

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

Not Present: Newton

The vote in favor was unanimous.

**Special Called Meeting
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- b. **Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Tri-County Electric Cooperative, Inc. to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING]** – Ms. McBride stated this is First Reading for a 30-year FILOT for Tri-County Electric Cooperative that is considering an investment of \$12M to construct fiber optic services in Lower Richland County. The FILOT will reduce the company’s assessment rate to 6% and fix the millage for this investment. The committee recommends approval of this item.

Mr. Malinowski stated he did not have a chance to address his questions with Mr. Ruble; therefore, he will vote in opposition until he speaks with staff.

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

Opposed: Malinowski

Not Present: Newton

The vote was in favor.

- c. **Committing to negotiate a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Bridge; identifying the project; and other matters related thereto** – Ms. McBride stated this is an inducement resolution that legally recognizes Project Bridge and that the County intends to negotiate an incentive with the company. The committee recommended approval of this item.

Mr. Malinowski requested the language in the document to be consistent throughout.

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

Not Present: Newton

The vote in favor was unanimous.

- d. **Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Bridge to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING]** – Ms. McBride stated this is First Reading for Project Bridge, an existing manufacturing facility, which is considering an investment of \$131M to modernize and install safety processes at its facility in Lower Richland County. The company y currently has 940 employees, and this investment will help secure employment levels. The 30-year FILOT, at a 6% assessment rate. The committee recommends approval of this item.

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

Opposed: Malinowski

Not Present: Newton

The vote was in favor.

Mr. Malinowski moved, seconded by Ms. Mackey, to reconsider Items 15(a) and (c).

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

Not Present: Newton

The motion for reconsideration failed.

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

- a. **Business Service Center Appeals Board – Four (4) Vacancies (TWO applicants must be from the Business Industry and TWO applicants must be a CPA)** – Mr. Malinowski stated the committee recommends appointing Ms. Toneka Green and re-advertise the remaining vacancies.

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

Not Present: Newton

The vote in favor was unanimous.

- b. **Music Festival** – Mr. Malinowski stated the committee recommended appointing Mr. Al Martin and re-advertising for the remaining vacancy.

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

Not Present: Newton

The vote in favor was unanimous.

- c. **Richland Memorial Hospital Board of Trustees – Two (2) Vacancies** – Mr. Malinowski stated the Council liaison reported the Board’s administrative personnel recommended the appointee(s) have a financial/banking or legal background. He noted none of the applicants have that type of background. The committee recommended re-advertising the vacancies, and to state in the advertisement the preferred areas of expertise.

Ms. Mackey noted the applications for the candidates will be on file for a year. If there are any future vacancies the applicants will be considered.

Ms. McBride stated she does not think we should be directed on who to appoint. In the future, we should look at who we believe will be the best appointee.

Mr. Malinowski noted the Rules Committee has requested the “preferred qualifications” for all of the committees.

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

Not Present: Newton

The vote in favor was unanimous.

- d. **River Alliance – One (1) Vacancy** – Mr. Malinowski stated the committee recommended appointing Mr. Scott Hicks.

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

Not Present: Newton

The vote in favor was unanimous.

17. **OTHER ITEMS**

- a. **FY22 - District 3 Hospitality Tax Allocations**
- b. **FY22 - District 7 Hospitality Tax Allocations**
- c. **FY22 - District 10 Hospitality Tax Allocations**
- d. **FY22 – District 11 Hospitality Tax Allocations**

Ms. Barron moved, seconded by Mr. Pugh to approve Items 17(a) – (d)

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

Opposed: J. Walker

Not Present: Newton

The vote was in favor.

- e. **A Resolution to appoint and commission George Recardo Carroll as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County** – Ms. Terracio moved, seconded by Ms. Mackey, to approve this item.

Ms. Terracio requested additional information on the County’s code enforcement officers.

Mr. Brown stated there are certain jobs that have ordinances that have to carry out and be consistent with. Naming them as a code enforcement officer allows them to do that, but it does not necessarily mean they can look at any code violation. There are multiple individuals that carry out those duties.

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

Not Present: Newton

The vote in favor was unanimous.

f. **An Emergency Ordinance requiring the wearing of face masks to help alleviate the spread of COVID-19, specifically the recent surge in the delta variant** – Ms. McLean stated the proposed ordinance is similar to the one that was enacted in 2020. There is a general mask mandate for commercial establishment. It also has requirement for restaurants, retail stores, salons, grocery stores and pharmacies to require their employees to wear masks. If someone is caught not wearing their mask, it would be a civil fine of \$25. If you are an employer who does not require an employee to wear a mask, it is a civil fine of \$100. The 2nd part of the ordinance, which pertains to schools and daycares, is based on the City of Columbia’s ordinance. She noted she Supreme Court struck down the mask ordinances that are related to schools themselves enforcing the ordinance. The new language prohibits the school district, teachers or staff to enforce the ordinance, or make a complaint. The Fire Marshal’s Office will make periodic visits to schools, and ticket individuals who do not have their mask on. If it is a child knowingly, and deliberately, refuse to comply with the ordinance the parent/guardian may be warned or cited.

Mr. O. Walker stated, for clarification, a school requiring, or asking, a student to wear a mask is tantamount to expending County funds.

Ms. McLean responded in the affirmative.

Mr. O. Walker stated he believes the proposed ordinance says the County will provide masks to schools, upon request. He inquired if a request from the school for masks would be a violation of the proviso.

Ms. McLean suggested we not have language that allows a school to request masks, but that the public can request masks.

Mr. Malinowski inquired about how many pages the ordinance is.

Ms. McLean responded the ordinance is 7 pages.

Mr. Malinowski noted Council was given a 2-minute summary. The ordinance has not been seen by the public, so they could provide comments. It has been patterned after a 2020 ordinance, so anyone not previously in Richland County would not be aware of what the ordinance stated, and now we are adding new language. He believes it would have been prudent to have the document in the agenda, which would have allowed the ordinance to be reviewed by Council and the public, and become a part of the record.

Mr. Malinowski moved, seconded by Mr. J. Walker, to defer this item until the July 20th Council meeting.

In Favor: Malinowski and J. Walker

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

Not Present: Newton

The motion for deferral failed.

Ms. McBride moved, seconded by Ms. Barron, to approve the proposed ordinance.

Mr. J. Walker made a friendly amendment to exclude those individuals who are vaccinated, and willing to provide proof.

Ms. McBride did not accept the friendly amendment.

Mr. J. Walker made a substitute motion, seconded by Mr. Malinowski, to exclude those individuals who are vaccinated, and willing to provide proof.

Mr. Malinowski requested to exclude those individuals who have previously had COVID.

Mr. J. Walker did not accept the Mr. Malinowski's request.

Mr. Livingston noted individuals who have been vaccinated can still expose someone else to the virus. In addition, he is concerned about how we could manage that.

Mr. J. Walker noted management of the original language is as difficult as any management project he has ever seen. Especially, when you start talking about citations against his 12-year, who he cannot even control. In addition, as a vaccinated person, the risk is reduced to 1/10.

Ms. Barron requested for us to take a step back and think about the children we have in the community. Every day, since the start of school, we have had children going home because they are testing positive and/or coming into contact with someone who has. She noted vaccinated persons can still contract the virus and spread it to others, such as children that are under the age of 12, and do not have the option to have the vaccine. She stated she does not want to wear a mask, but she does for others.

Mr. Livingston noted the effective date needs to be included in the ordinance.

Mr. J. Walker stated he would accept September 15th as the effective date.

In Favor: Malinowski and J. Walker

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

Not Present: Newton

The substitute motion failed.

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

Opposed: Malinowski and J. Walker

Not Present: Newton

The vote was in favor of the original motion.

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

In Favor: Malinowski and J. Walker

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September 14, 2021**

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

Not Present: Newton

The motion for reconsideration failed.

18. **EXECUTIVE SESSION** – There were no items for Executive Session.
19. **MOTION PERIOD** – There were no motions.
20. **ADJOURNMENT** – The meeting adjourned at approximately 7:32 PM.



Report of the County Administrator

Regular Session Meeting – September 21, 2021

CORONAVIRUS UPDATE:

1. COVID 19 Statistical Data for Current Reporting Period

*Incidence Rate for current reporting period is at 968 per 100,000 putting

Richland County's Level of Incidence in the HighTier (>200), for confirmed cases

*Percent Positive is 6.7% for current reporting period

52.8% of Richland County residents eligible to be vaccinated have completed their vaccination

186,591/353,173

49.8% of South Carolina residents eligible to be vaccinated have completed their vaccination

2,138,903/4,296,148

2. Emergency Rental Assistance Program Statistics

ERA (2) –As of this report, we have approved \$2,695,419.77 of our ERA (2) allocation, assisting 507 applicants.

Richland County has been recognized by the U.S. Treasury for its Emergency Rental Assistance program performance.

PROJECT UPDATES:

1. Sports Tourism Complex Work Session

Richland County Recreation Commission is available to discuss the due diligence they have already completed on this item of interest. RCRC is available to participate in a work session on the following dates: September 28th or 29th; October 11th, 12th, 20th, 25th, or October 27th.

2. Strategic Planning Process and Community Survey

The project began on September 13th, and will last through the end of November. Baker Tilly's team is led by David Eisenlohr, Managing Director and Lead Strategist for this engagement. As part of this process, a member from David's team will contact Council Members regarding availability to meet around this initiative.

3. Public Safety Complex

Final terms of an agreement with LS3P, for the design portion of this project of the project are near completion, and the contract is currently under legal review.

Staff will present a bond ordinance for consideration to the Administration & Finance Committee on September 28, 2021. Upon committee approval, Council will be asked to consider approval of this ordinance to move forward with the process of issuing the debt to fund this project. Staff plans to issue this debt in in early 2022.

4. Department of Social Services Relocation

Staff continues to work with DSS to understand the facility needs of DSS. The meeting held on September 13, 2021 resulted in two objectives: (1) to better understand space calculations, and (2) to provide helpful solutions to provide to a firm for a design-build project.

For funding mechanisms, Grant Thornton is reviewing this project to determine if it qualifies for American Rescue Plan funds or if general obligation debt is required. A recommendation will be forthcoming from Administration in the near future.

5. Land Development Manual

The Land Development Manual (LDM) is a guide for engineers and developers on development regulations in the county. The LDM is connected to but different from the Land Development Code. The Land Development Manual provides the technical specifications needed to comply with road and drainage design standards in the Land Development Code. Staff in the Community Development and Planning and Public Works Departments have worked on the update to the manual over several years. Staff held multiple meetings with the development and conservation community on the updated design standards in order to receive and incorporate feedback on the proposed changes. The updated manual incorporates requirements from the County's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) Permit, the SCDHEC Construction General Permit, the SC Asphalt Pavement Association pavement design standards, and addresses localized flooding. Major changes in the LDM include new water quality design standards to reduce pollution associated with development. A downstream analysis for all development and re-development sites to identify potential flooding issues and avoid making downstream flooding worse. Revised minimum

asphalt pavement thickness from 2" to 3" to improve the quality of roads taken into the County's maintenance system. Other changes include formatting, clarification and streamlining of sections for ease of reading, and the inclusion of a table of all major changes.

ATTACHMENTS:

1. COVID-19 Statistical Data
2. North Charleston First Responders Sue City Over COVID-19 Vaccine Mandate
3. Vaccine Incentive Examples

Number of Tests

963,625

Select Date Range
to Filter Page Values



Percent Positive

6.7%

Rate of COVID-19 Tests Performed per 10,000 population, by County



Type of COVID-19 Tests Being Performed

	Negative	Positive	Grand Total
Antibody (Serology)	8,398	5,029	13,427
Antigen	110,208	14,517	124,725
Unknown	44		44
Viral (Molecular)	769,907	55,522	825,429
Grand Total	888,557	75,068	963,625

6.9% of all COVID-19 diagnostic testing has occurred at the Public Health Laboratory

Note: This table represents volume of tests received and not distinct individuals tested. Individuals may have multiple tests.

*Unknown Test Types refer to tests with an unrecognized test type. As we continue to investigate unknown test types they will be reassigned as more information becomes available.



Moving 7 Day Average Percent Positive of COVID-19 Tests

Note: Tooltips Display Percent Positive for the current day and moving 7 day average. Percent Positive is calculated using the Test Test method.

- Count Viral (Molecular) Test over Test
- Positive PCR for Test over Test
- MOVING AVG TEST over TEST



Tests
1,039,800

Cases
63,560

Hospitalizations
1,639

Deaths
683

Two Week Cumulative Incidence Rate

The Two-Week Cumulative Incidence Rate includes new (confirmed & probable) cases reported in the past two weeks (8/31/2021 - 9/13/2021) per 100,000 people. The rate describes recent incidence of COVID-19 infection to capture the potential burden of currently ill people who may be infectious and/or accessing healthcare.

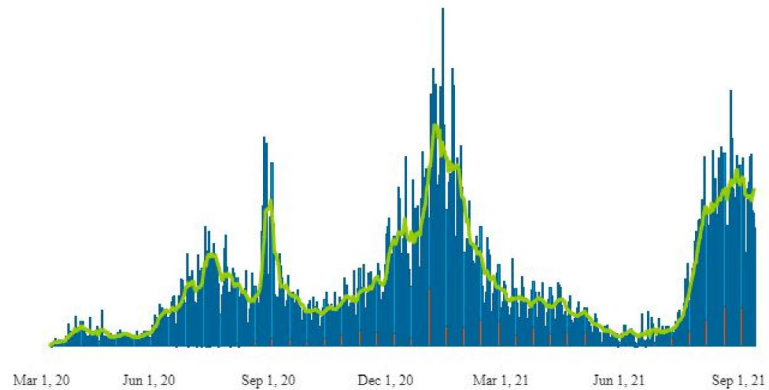
Select a county to display county-specific information
Click the county again to return to the full state map



COVID-19 Cases per Day

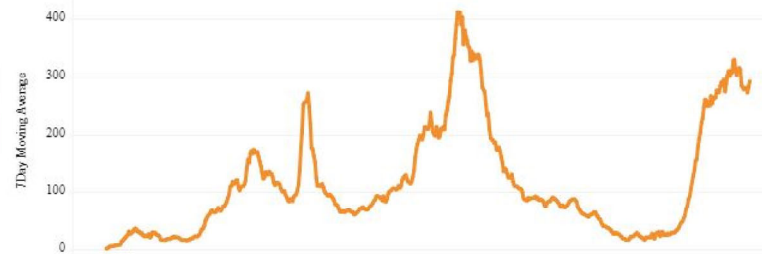
County Displayed: Richland

Count of Confirmed Cases
Count of Probable Cases
Moving Average 7 day



7-Day Moving Average of reported COVID-19 Cases, by Public Health Region

Midlands



Low; 0-50

Moderate; 51-200

High; >200

Recovery Estimate South Carolina

91.6%

North Charleston first responders sue city over COVID-19 vaccine mandate

Attachment 2

CHARLESTON COUNTY NEWS

by: [Chase Laudenslager](#)

Posted: Sep 13, 2021 / 03:16 PM EDT / Updated: Sep 13, 2021 / 11:02 PM EDT

NORTH CHARLESTON, S.C. (WCBD) – A lawsuit filed Monday on behalf of 14 [current] City of North Charleston employees alleges that the city’s recently imposed COVID-19 vaccine mandate is unconstitutional.

The case was brought by a group of first responders, including longtime members of the North Charleston Police and Fire Departments, after [Mayor Keith Summey issued a requirement](#) that all city employees get the COVID-19 vaccine by November 5.

According to the complaint, the plaintiffs believe that the mandate “violates the South Carolina Constitution, South Carolina common law, and the United States Constitution.” They claim that “Mayor Summey has placed Plaintiffs and all City employees in an untenable situation; forcing them to decide between their livelihoods and vindicating their statutory and constitutional rights is unconscionable and wrong.”

Likewise, the plaintiffs allege that the mandate violates their right to free speech, claiming that their “right to control their own medical destinies is both expressive speech in the form of opposition to the COVID-19 vaccine, and expressive conduct in opposition to the vaccine mandate.”

The group is “seeking a temporary restraining order and preliminary injunction to enjoin enforcement of the Mayor’s order.”

Editor’s note: This article has been corrected to reflect that the plaintiffs are current employees of the City of North Charleston.



7/30/2021

M E M O R A N D U M

To: Governors and Staff
From: Brittney Roy, Program Director for Public Health
Michelle LeBlanc, Public Health Policy Analyst
Re: COVID-19 Vaccine Incentives

Dear Governor,

The purpose of this memo is to provide an update on COVID-19 vaccine incentives developed to increase vaccination rates across the country. This memo includes information on state led incentives. Please note that vaccination incentives are a relatively novel topic in public policy, and it is not known to what extent incentives can drive increases in vaccinations, but there are some early indications that the right incentive can help.

State Incentives

Alabama

- The [Talladega Superspeedway](#) is offering people aged 16 and older who choose to be tested and/or vaccinated the thrill of driving their car or truck on the 2.66-mile track. Drivers and their riders will take two laps behind a pace car at highway speed, including the 33-degree-high banks.
- To promote vaccination, the Alabama Department of Public Health (ADPH) is sponsoring a [TikTok contest](#) for persons between the ages of 13 and 29 to encourage vaccination against COVID-19 before the beginning of the school year. TikTok videos can be submitted between July 16 – August 6, 2021. A panel of judges composed of advertising professionals and ADPH personnel will select four winners who will each be awarded a \$250 Visa gift card.

Arkansas

- Executive branch state agency employees who get at least one dose of the COVID-19 vaccine by July 1 will receive a \$100 bonus.
- Starting [May 26](#), Arkansans who get a COVID-19 vaccination can receive a \$20 Arkansas [Game](#) and Fish certificate for fishing/hunting licenses or a \$20 [lottery](#) ticket that could win a million dollars.

California “[Vax for the Win](#)”

- 10 winners selected on June 15 to win cash prizes of \$1.5 million each. Any Californian ages 12 or over who has had at least one dose of the vaccine will be eligible to win -- no

entry necessary. If a minor wins, the funds will be put into a savings account until they turn 18;

- 30 winners selected on “\$50,000 Fridays.” Fifteen winners will be selected on June 4 and fifteen more will be chosen on June 11 to win a \$50,000 cash prize each. If a minor wins, the funds will be put into a savings account until they turn 18;
- The next 2 million Californians who begin and complete their COVID-19 vaccinations, starting Thursday, will be eligible to receive a \$50 virtual prepaid card or a \$50 grocery gift card for Kroger or Albertsons while supplies last.
- On July 1, California will give away 6 vacations, including hotels, food and entertainment for up to four.
 - See the Giants play in [San Francisco](#)
 - Enjoy a spa in [Palm Springs](#)
 - Say hi to Mickey at Disneyland in [Anaheim](#)
 - Watch the Lakers play in [Los Angeles](#)
 - Learn to surf in [San Diego](#)
 - Plus \$2,000 for expenses. All vaccinated Californians 18 and over are automatically entered to win!

Colorado

- The [Colorado Department of Corrections](#) has announced it will provide \$500 any of its more than 6,000 staff members who gets fully vaccinated against the coronavirus.
- [Colorado Comeback Cash](#)
The Colorado Lottery will conduct a random weekly drawing on behalf of the Colorado Department of Health & Environment to identify one vaccinated Colorado resident each week to win a million-dollar cash prize. All Colorado residents age 18 and older who have received at least one dose of COVID-19 vaccine, as determined by eligibility rules, are automatically entered into the drawing.
 - Coloradans age 12 to 17 can now win \$50,000 toward college tuition or other postsecondary education. Each week for five weeks, five eligible Coloradans will each be selected to win a \$50,000 scholarship. Teens who have received at least one dose of a COVID-19 vaccine may be eligible for the scholarship drawing.

Connecticut

- The [Connecticut Restaurant Association](#) is partnering with Governor Ned Lamont and the State of Connecticut to launch the #CTDrinksOnUs campaign, where participating Connecticut restaurants will offer complimentary drinks to vaccinated patrons beginning May 19.
- [#CTSummer OnUs](#): Residents can enjoy events held across the state and possibly free food in certain restaurants and venues. #CTSummerOnUs includes the following initiatives:

- Make A Splash, Get Vaxxed: Get your first dose at a DPH Van clinic and receive a ticket for free admission to Quassy Amusement Park.
- CT Food On Us: Enjoy free food when you get vaccinated at select special events, including:
 - Food trucks at the Long Wharf Pier in New Haven
 - More options coming soon!
- CT Fun On Us: Receive free admission and perks when you get vaccinated at special events across CT, including:
 - Hartford Yard Goats
 - Beardsley Zoo
 - Mystic Aquarium
 - CT Science Center
 - Mystic Seaport
 - Maritime Aquarium
- Rock the Shot: Residents 18+ who have gotten at least one dose of a COVID vaccine are eligible to enter a drawing to win concert tickets

Delaware

- [Delaware](#) officials are offering to inmates five days of good time credits, a free video visit, snack bag or a special meal, and an opportunity to be scheduled first for in-person visitations when they resume.
- [DE Wins](#)
 - Delawareans 12 to 17 who receive a vaccine in Delaware will be entered into a raffle for a full scholarship to a Delaware university.
 - Delawareans 18 and older vaccinated in Delaware between May 25 and June 29 will have the opportunity to win cash prizes.
 - Other prizes include tickets to Firefly, four-day vacations at destinations in Delaware, a dart pass for a year, and free tolls within the state of Delaware.
 - All Delawareans who have been vaccinated in Delaware are eligible to win \$302,000 and two low-number license plates.
 - Delaware officials are offering to reimburse bars, restaurants, and shops that offer discounts, freebies or other incentives to customers who get vaccinated.

[Guam](#)

If you are fully vaccinated on Guam and live there, you can enter for a chance to win one of six cars, \$10,000 cash, or other great prizes weekly starting on June 16 until Liberation Day (July 21).

Hawaii

- At a [70% vaccination rate](#), all restrictions will be terminated, including social gatherings, travel restrictions, and restaurant capacity limits.
- [#HiGotVaccinated](#): Residents who receive at least one COVID-19 vaccination shot of Moderna or Pfizer or Johnson & Johnson, are eligible to enter from any island/county in Hawaii. Prizes include:
 - 100,000 HawaiianMiles courtesy of Hawaiian Airlines (10 prizes will be awarded)
 - 50 roundtrip tickets courtesy of Southwest
 - 1 million Marriot Bonvoy points courtesy of Marriot Bonvoy (10 prizes will be awarded)
 - Two roundtrip tickets courtesy of American Airlines (4 prizes will be awarded)
 - One-year auto lease on a quality SUV or Sedan courtesy of AutoSource Hawaii
 - \$6,000 gift card to Zippy's courtesy of Zippy's (1 prize will be awarded)
 - Kahala Hotel & Resort Staycation Package courtesy of The Kahala Hotel & Resort
 - Vacations Hawaii Vegas Package for Two courtesy of Vacations Hawaii
 - Kailua Town Adventure Package courtesy of Alexander & Baldwin
 - A pair of roundtrip tickets courtesy of Alaska Airlines (4 prizes will be awarded)
 - Snacks for a Year courtesy of Enjoy Snacks/KTM
 - Pizza for a Year courtesy of Papa John's (3 prizes will be awarded)
 - One-day ticket and reserved area courtesy of Wet n' Wild Hawaii (20 tickets awarded)
 - Hand painted giclee print, "Hanauma Bay", valued at \$1152 courtesy of artist Thomas Deir
 - \$1,000 worth of ChefZone gift certificates courtesy of ChefZone
 - \$1,000 in catering from L&L Hawaiian Barbecue courtesy of L&L Hawai'i
 - \$1,000 gift certificate courtesy of the Pearl City Shopping Center
 - Dinner for 6 courtesy of Merriman's
 - Two \$500 gift cards courtesy of Elite Discount Furniture
 - \$1,000 gift card courtesy of NAPA Auto Parts
 - \$1,000 in gift cards courtesy of Maui Keto Treats (10 prizes will be awarded)

Idaho

State employees receive 4 hours of paid leave if they have received or choose to receive the vaccine.

Illinois

- Illinois will give out 50,000 free [Six Flags tickets](#) to anyone who has been vaccinated through a partnership with Six Flags Great America payment.
- [All In Illinois](#): Illinois resident, that have been vaccinated or are about to get vaccinated, are automatically entered in for a chance at part of our \$10 million vaccine sweepstakes.
 - All eligible Illinois residents will be automatically entered into two programs:
 - Vaccinated adults are entered into a \$7 million cash prize pool. Three \$1 million jackpots and 40 \$100k cash prizes.
 - Vaccinated youth are entered into a \$3 million scholarship pool. Twenty \$150k scholarship awards are being offered.
 - Getting vaccinated before July 1st gets you entry into every draw and the most chances to win a prize, including the first million-dollar top prize on July 8th.
 - The first drawing takes place on Thursday, July 8th and will continue through the end of August.

Indiana

State health officials announced that anyone who gets vaccinated at specially designated sites will receive a box of Girl Scout cookies along with the shot.

Kentucky

- The Kentucky Lottery announced May 10 that, starting immediately, people 18 or older who get a first or second dose of the vaccine at a Kroger or Walmart location will receive a coupon for a free Cash Ball 225 ticket.
- [Shot At A Million](#): Kentuckians 18 years old and older who have received at least their first dose of a Moderna or Pfizer COVID-19 vaccine, or the one-dose Johnson & Johnson vaccine, may enter to win one of three \$1 million drawings. Kentuckians 12 to 17 years old who have received at least their first dose of the Pfizer COVID-19 vaccine may enter to win one of 15 full scholarships to a Kentucky public college, university, technical or trade school, which includes tuition, room-and-board and books.

Louisiana

- [Shot for a Shot](#): Participating businesses will provide a free alcoholic or non-alcoholic drink to people who can prove they have been fully vaccinated within the previous seven days.
- Vaccinated individuals can gain free entry into all of [Louisiana's 21 State Parks](#) through July 31. This offer is available to all visitors from Louisiana and elsewhere who have been vaccinated, no matter when they got their shot. This offer does not extend to tour groups.
- [ShotAMillion](#): The Louisiana Department of Health is offering the chance to win \$100,000 every week starting July 9th and a grand prize of \$1,000,000 at the end of the month to all Louisiana residents ages 18+ who have chosen to receive at least one dose of the COVID-19 vaccine. Louisiana residents ages 12-17 who have gotten at least one dose of the vaccine are eligible to win one of nine \$100,000 scholarships.

Maine

- [Your Shot to Get Outdoors](#): Any Maine resident age 18 and older who gets their first shot of a Pfizer or Moderna vaccine, or the single-shot Johnson & Johnson vaccine in Maine will qualify to receive one of the rewards below:
 - Fishing license: The Maine Department of Health and Human Services will purchase up to 5,000-year 2021 fishing licenses for Maine residents from the Maine Department of Inland Fisheries and Wildlife.
 - Hunting license: The Maine Department of Health and Human Services will purchase up to 5,000-year 2021 hunting season licenses for eligible Maine residents from the Maine Department of Inland Fisheries and Wildlife. Eligible Maine residents include those who have completed a hunter safety course, have previously held a license, and are not felons.
 - Maine Wildlife Park pass: The Maine Department of Health and Human Services will purchase up to 5,000 passes to the Maine Wildlife Park in Gray, which are good for admission through the 2021 season, from the Maine Department of Inland Fisheries and Wildlife. One pass allows admission for up to two people.
 - Maine State Park Day pass: The Maine Department of Health and Human Services will purchase up to 5,000 day passes for Maine residents to Maine State Parks through the Maine Department of Agriculture, Conservation and Forestry. The passes can be used through June 15, 2021. One pass allows admission for one vehicle.
 - L.L. Bean gift card: The Maine Department of Health and Human Services will purchase up to 10,000 \$20 gift cards from L.L.Bean for use at their stores.
 - Sea Dogs admission ticket: The Maine Department of Health and Human Services will purchase up to 5,000 tickets from the Portland Sea Dogs, the Double-A affiliate of the Boston Red Sox, for baseball games at Hadlock Field in Portland for 2021 regular season.

- Oxford Plains Speedway pass: The Maine Department of Health and Human Services will purchase from Oxford Plains Speedway up to 5,000 tickets for weekly events in the 2021 racing season.
- [Don't Miss Your Shot](#): Vaccinationland Sweepstakes, a statewide COVID-19 vaccination incentive program that will reward one vaccinated winner with \$1 for every person vaccinated in Maine by July 4. Available for those 12 and older. Registration required. The prize is now \$893,723 as of July 1.

Maryland

- The state will offer a [\\$100 financial incentive](#) to state employees who elect to receive the COVID-19 vaccine. To receive the incentive, employees must provide their HR office with proof of vaccination, and agree to receive all subsequent CDC-recommended booster vaccinations within 18 months of being fully vaccinated. The incentive is retroactive, so that all state employees who have already been fully vaccinated also will receive the \$100 incentive payment.
- [VaxToWin](#): A partnership between the Maryland Lottery and the Maryland Health Department to provide \$2 million in prize money for Marylanders who get vaccinated.
- [VaxU](#): In partnership with the Maryland Dept. of Health and the Higher Education Commission created a new initiative to get more youth vaccinated against COVID-19. Any vaccinated Marylander between the ages of 12 and 17 to be eligible for a \$50,000 college scholarship.

[Massachusetts](#) “Mass VaxMillions”

Fully vaccinated residents who are 18 or older will have a chance to win one of the five \$1 million prizes, while those between the ages of 12 and 17 will be eligible to win one of five \$300,000 scholarship grants.

Michigan

- [Mi Vacc to Normal](#): Once the state documents that 70 percent of the eligible population received at least one dose, its orders on masks and limitations for public and private gatherings would be dropped.
- [MI Shot to Win](#): Residents age 18 and older who have received one dose of vaccine are eligible to register for a combined total of \$5 million in cash giveaways:
 - \$1 million drawing, open to all eligible persons who have received at least one dose of a COVID-19 vaccination between December 1, 2020, and July 10, 2021
 - \$2 million drawing, open to all eligible persons who have received at least one dose of a COVID-19 vaccination between December 1, 2020 and July 30, 2021
 - \$50 thousand daily drawing, open to all eligible persons who have received the first dose of the COVID-19 vaccination on the date corresponding to the \$50k

daily drawing. The deadline to enter the daily drawing is 11:59pm ET the day prior to the drawing

- Scholarship Drawings, open to all eligible persons who have received at least one dose of a COVID-19 vaccination between December 1, 2020, and July 30, 2021.

Minnesota

- [Your Shot to Summer](#): Minnesotans who get vaccinated between Memorial Day weekend through of June 30 will be eligible to choose a reward from nine different options. The incentives are state park passes, fishing licenses, and tickets to fairs and amusement parks. There is also the possibility to receive a \$25 Visa card.
- [Cheers to the Vaccine](#): Minnesotans 21 years of age and older who have received at least one COVID-19 vaccine dose will be eligible for a free or discounted drink at participating establishments starting May 28 through June 30.

Missouri “Mo VIP

Starting in July, the Missouri Department of Health & Senior Services will partner with the Missouri Lottery to draw 180 winners in 5 randomized drawings who will win either \$10,000 cash or \$10,000 towards an education savings account. In total, the state will award 900 individuals throughout the incentive program.

Nevada “Vax Nevada Days

- As part of a public health initiative, the Nevada Office of the Governor and Department of Health and Human Services is partnering with Immunize Nevada and IGT Global Solutions Corporation (IGT) (the “Program”) to launch “Vax Nevada Days” to encourage Nevadans to receive the COVID-19 vaccine (the “Project”).
- Each week of Vax Nevada Days the Project will conduct random drawings to identify vaccinated Nevada residents as winners of cash, post-secondary education saving plans, state parks annual permits or fishing licenses (the “Promotion”). Winners will be announced weekly starting July 8, 2021, with the winner of the GRAND PRIZE OF \$1,000,000 announced August 26, 2021. Vaccinated Nevada residents will have nearly 2,000 opportunities to win.

New Jersey

- [Shot and a Beer](#): In partnership with the Brewer's Guild of New Jersey, the Governor's Office launched the "Shot and a Beer" program to encourage eligible New Jerseyans ages 21 and over to get vaccinated. Any New Jerseyan who got their first vaccine dose in the month of May and took their vaccination card to a participating brewery received a free beer, courtesy of the participating brewery. This program ended May 31.
- [Vax and Visit](#): Beginning May 27 through July 4, the New Jersey Department of Environmental Protection will offer a State Parks Vax Pass – allowing free access to State parks, including Island Beach State Park – good through Dec. 31, 2021.
- Residents who get vaccinated before the end of May, including anyone who has received their shots in the preceding five-plus months, will also [be eligible to have dinner with Murphy and first lady Tammy Snyder Murphy](#).

New Mexico

- [Vax 2 the Max Sweepstakes](#): Five weekly drawings will award one \$250,000 winner from each of the [state's four public health regions](#), for a total of \$1 million in cash prizes each week. A grand prize of \$5 million will be awarded at the conclusion of the sweepstakes, in early August, to one winner drawn from the statewide pool of vaccinated New Mexicans who have opted into the sweepstakes.
- [The New Mexico Department of Health](#) announced a \$100 incentive for New Mexicans who complete their vaccination series or receive a single-shot Johnson & Johnson vaccination through June 17.
- [Spin the PRIZE Wheel](#): The New Mexico Lottery will bring 10 "prize wheels" to providers who have partnered with the state registration system; these sites will be spread across the state. New Mexicans receiving vaccinations at these sites will be eligible to win assorted prizes, including New Mexico Lottery tickets.

New York

- Governor Andrew Cuomo began a promotion that would provide free tickets to Mets games from May 24 through June 17 and to [Yankee](#) games from May 7 through June 6 for newly vaccinated people, along with another promotion that gave residents [free weekly subway passes](#).
- [Vaccination program](#) that will provide free NYS Lottery scratch-off tickets to individuals 18 and over with a grand prize of \$5 million.
- Every person who receives the COVID-19 vaccine, either a first dose or single dose of Johnson & Johnson, anywhere in New York State this week is eligible to receive a free two-day pass to any [state park](#).
- [The State](#) is partnering with six public transportation providers in Upstate New York to incentivize more New Yorkers to get vaccinated. The six providers cover the Capital, Finger Lakes, Central New York, and Southern Tier regions. Anyone who receives their first dose of Pfizer or Moderna or the single-dose Johnson & Johnson vaccine at any

provider in New York State between June 15 and July 14 and presents proof of vaccination at a participating transportation redemption center no later than July 14 will receive an unlimited seven-day public transportation pass for a participating provider's transit network.

- [Get a Shot to Make Your Future](#): Parents or legal guardians of any New Yorker, ages 12 to 17, can enter their child who has received at least their first COVID-19 vaccine dose, for a chance to win one of 50, four-year full-ride scholarships (including tuition, fees, room-and-board, and expenses) to any New York State public college or university.

[North Carolina](#) “Your Shot at a Million”

- North Carolinians 18 and over who have received at least one dose of a COVID-19 vaccine will be automatically entered into four drawings for a chance to win a \$1 million cash prize. Youth between the ages of 12 and 17 who have received at least one dose of the COVID-19 vaccine will be automatically entered into four drawings to win \$125,000 towards post-secondary education. The \$125,000 can be used at any post-secondary institution.
- From May 26 through June 8, select vaccine sites will offer Summer Cash Cards in Mecklenburg, Guilford, Rowan and Rockingham counties. Anyone 18 and older who gets their first dose of a COVID-19 vaccination — or drives someone to their vaccination — will receive a \$25 cash card after vaccination at a participating location while supplies last. Cards are for the first dose only for both the person being vaccinated and the driver.

[Ohio](#)

- Ohioans aged 18 and older will be entered into “Ohio Vax-a-Million,” a weekly drawing with a prize of up to \$1 million. A total of five weekly drawings for each prize will take place, with the first winners being announced May 26. Winners must have received at least one dose of a COVID-19 vaccine by the date of their respective drawing.
- Ohioans 17 and under who are eligible to receive a COVID-19 vaccination will be entered into a drawing for a full, four-year scholarship to any of Ohio's state colleges and universities, including full tuition, room and board, and books. A total of five weekly drawings for a full, four-year scholarship will take place, with the first winner being announced May 26.

Oregon

- [Oregonians](#) 18 and older will have the chance to win \$1 million or one of 36 prizes of \$10,000 – with one winner in each county in Oregon. Oregonians age 12 to 17 will have a chance to win one of five \$100,000 Oregon College Savings Plan scholarships. All Oregonians who have received at least one dose of a COVID-19 vaccine by the draw date will be entered to win.

- Portland Timbers and Thorns will be giving away an Oregon travel prize at three upcoming home games to encourage Oregonians to get vaccinated. The travel prizes, being offered through [Travel Oregon](#), are valued at up to \$2,000 and include lodging, accommodations, dining, and activities for two at iconic Oregon travel destinations.
 - Example travel prizes include 3-night ski trips to Mt. Hood or Mt. Bachelor, kayaking on the Oregon Coast, a visit to Ashland for the Oregon Shakespeare Festival, and a wine tour of the Willamette Valley. All present will be eligible to win.

USVI

In addition to the general vaccination drawing for \$100,000 for 10 weeks open to all residents, the Government of the Virgin Islands GVI will also sponsor a drawing limited to employees who work in the Territory's Education system and will feature three cash prizes in each district: \$25,000 for 1st place; \$10,000 for 2nd place and \$5,000 for 3rd place.

Washington "Shot of a Lifetime"

The Washington State Lottery will be conducting a giveaway series during the month of June, working with state agencies, technology companies, sports teams and higher education institutions across the state to offer a myriad of different prizes to vaccinated individuals. The incentives include:

- Lottery cash drawings, with prizes totaling \$2 million
- Higher education tuition and expense assistance
- Sports tickets and gear
- Gift cards
- Airline tickets
- Game systems and smart speakers

West Virginia

- West Virginia is offering [\\$100 savings bond or \\$100 gift card](#) to anyone between the ages of 16 to 35 who receives, or has already received, a COVID-19 vaccine. Money for this incentive will come from federal CARES Act funding.
- [Do it for Babydog: Save a Life, Change a life](#): The giveaway will include a \$1.588 million grand prize, a \$588,000 second prize, weekly drawings for \$1 million, full scholarships to any West Virginia state college or university, custom-outfitted trucks, weekend vacations at state parks, lifetime hunting and fishing licenses, custom hunting rifles and custom hunting shotguns.
 - West Virginians 12 to 17 years of age, who have received at least their first dose of the Pfizer COVID-19 vaccine, may enter for a chance to win one of five, four-year full-ride scholarships, including room-and-board, tuition, and books, to any West Virginia state college or university.

- West Virginians 18 years of age and older, who have received at least their first COVID-19 vaccine if receiving the Pfizer or Moderna vaccines or one dose if receiving the Johnson & Johnson vaccine, have a chance to win one of several large prizes.

Richland County Council Request for Action

Subject:

21-010MA
Kevin Steelman
PDD to PDD
8930 Rabbit Run
TMS # R21800-01-06

Notes:

First Reading: July 27, 2021
Second Reading: August 31, 2021
Third Reading:
Public Hearing: July 27, 2021

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-21HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE LAND USES WITHIN THE PLANNED DEVELOPMENT DISTRICT (PDD) FOR THE REAL PROPERTY DESCRIBED AS TMS # R21800-01-06; 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 land uses within the Planned Development District (PDD) for the real property described as TMS # R21800-01-06, as described in Exhibit A (which is attached hereto).

Section II. **PDD Site Development Requirements.** The following site development requirements shall apply to the subject parcel:

- a) The applicant shall comply with the “General Development - Bunch/Lower Richland PDD” and Master Plan (dated March 1, 2007) (Ordinance No. 057-07HR) prepared for George, Robert, Ansel, and William Bunch by K.B. Simmons Associates, LLC, which was submitted to, and is on file in, the Richland County Planning & Development Services Department (hereinafter referred to as “PDSD”), and the revised “Bunch Tract P.U.D. - March 2021” Master Plan prepared for Land Tech Holdings, LLC by Civil Engineering of Columbia, which is attached hereto as Exhibit A; and
- b) The developer shall install a 25’ vegetated buffer or berm along Rabbit Run Road and the Rabbit Run Connector. The buffer shall be located on a separately identifiable parcel of land and shall be deeded to the HOA for maintenance.
- c) The developer shall coordinate with SCDOT to permit and install a crosswalk on Rabbit Run Road to connect Alexander Point to the sidewalk on Rabbit Run Road.
- d) The developer shall install interior sidewalks within the community and extend the sidewalk to connect to the sidewalk adjacent to Rabbit Run Road
- e) The developer shall form, prepare, and record a declaration of covenants and restrictions (the “Declaration”) and incorporate an HOA that is empowered to monitor and enforce the architectural and landscaping design standards. The Declaration shall be recorded concurrently with the plat of the initial phase of development and shall govern development activity for all single family detached and single family attached development activities.
- f) The architectural design guidelines shall at a minimum:
 1. Require roof overhangs on all elevations
 2. Require sodded and irrigated front yards
 3. Require an attached garage for not less than one (1) vehicle
 4. Require garage door opener
- g) Overnight parking in the right-of-way is prohibited.

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

Section V. **Effective Date.** This ordinance shall be effective from and after _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

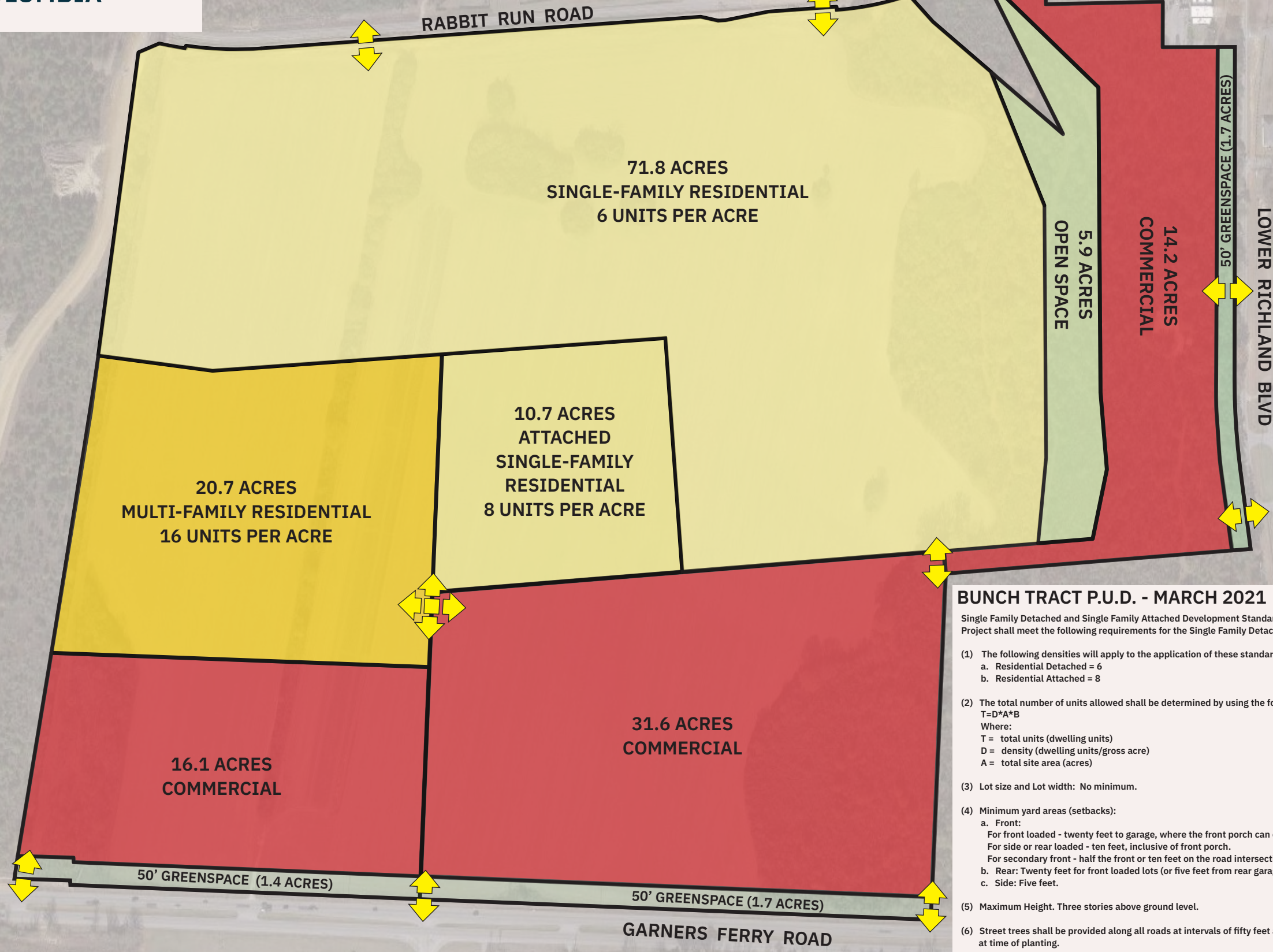
Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

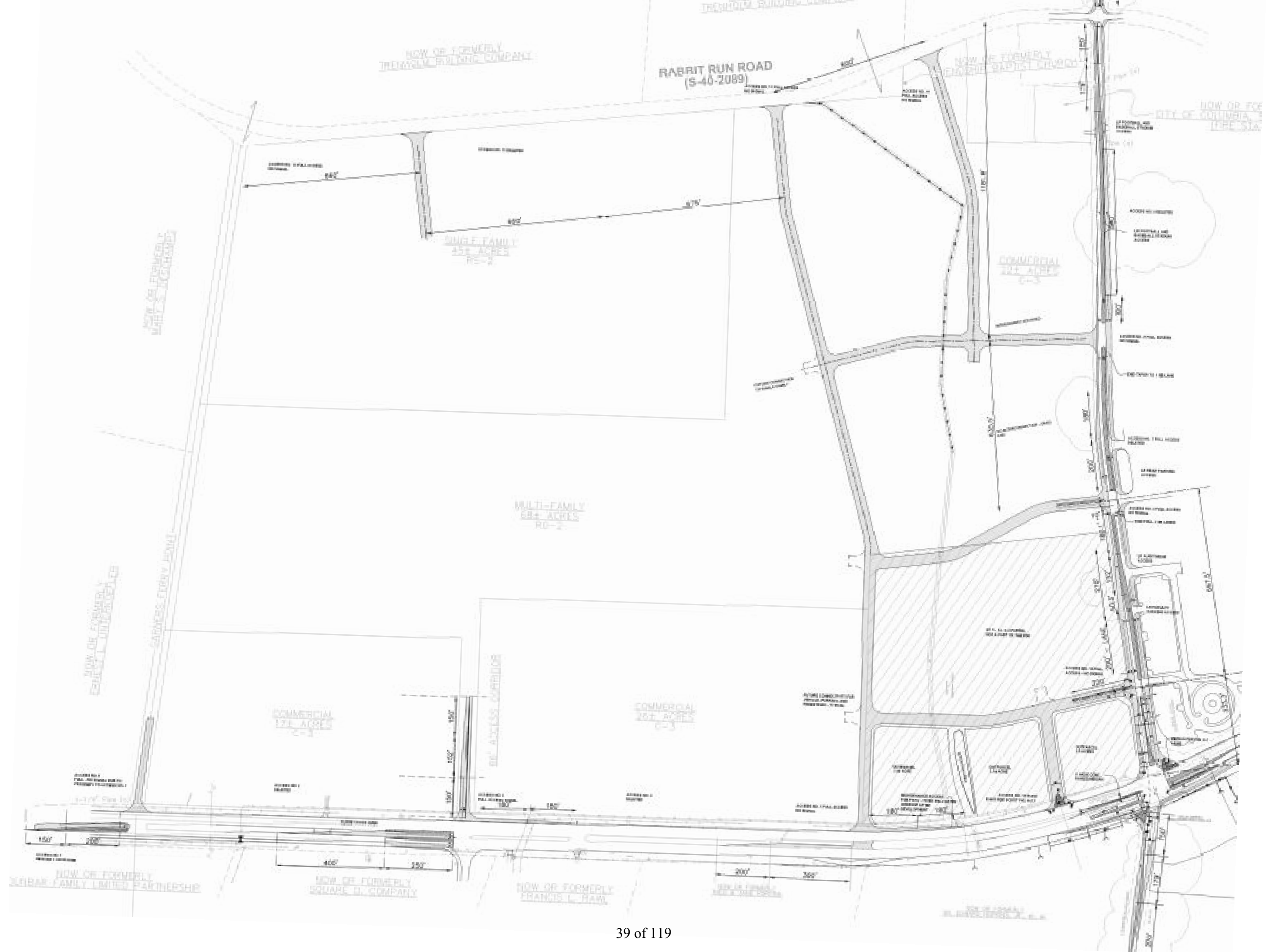
Public Hearing: August 24, 2021
First Reading: August 24, 2021
Second Reading: September 14, 2021
Third Reading: October 5, 2021



BUNCH TRACT P.U.D. - MARCH 2021

Single Family Detached and Single Family Attached Development Standards.
Project shall meet the following requirements for the Single Family Detached and Single Family Attached Land Uses:

- (1) The following densities will apply to the application of these standards:
 - a. Residential Detached = 6
 - b. Residential Attached = 8
- (2) The total number of units allowed shall be determined by using the following formula:
 $T = D * A * B$
 Where:
 T = total units (dwelling units)
 D = density (dwelling units/gross acre)
 A = total site area (acres)
- (3) Lot size and Lot width: No minimum.
- (4) Minimum yard areas (setbacks):
 - a. Front:
 For front loaded - twenty feet to garage, where the front porch can extend into setback no more than ten feet.
 For side or rear loaded - ten feet, inclusive of front porch.
 For secondary front - half the front or ten feet on the road intersecting the local residential road.
 - b. Rear: Twenty feet for front loaded lots (or five feet from rear garage on alley).
 - c. Side: Five feet.
- (5) Maximum Height. Three stories above ground level.
- (6) Street trees shall be provided along all roads at intervals of fifty feet and shall be 2 inch caliper/8 feet in height at time of planting.
- (7) Proposed utilities shall be located underground.
- (8) Roads shall follow the provisions of Section 26-181 of the Richland County Development Code.
- (9) Street Lighting. If street lighting is proposed, a pedestrian scale shall be utilized (maximum 12 feet in height).



Richland County Council Request for Action

Subject:

21-018MA
DR Horton
RU to RS-E (94 Acres)
Hard Scrabble Road
TMS #R14600-03-17(p)

Notes:

First Reading: June 22, 2021
Second Reading:
Third Reading:
Public Hearing: June 22, 2021

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-21HR

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 # 14600-03-17 (PORTION) FROM RURAL DISTRICT (RU) TO RESIDENTIAL SINGLE-FAMILY ESTATE DISTRICT (RS-E); 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 # 14600-03-17 (PORTION) from Rural district (RU) to Residential Single-Family Estate district (RS-E) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: June 22, 2021
First Reading: June 22, 2021
Second Reading: July 13, 2021
Third Reading: July 20, 2021

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Tri-County Electric Cooperative, Inc., to provide for payment of a fee-in-lieu of taxes; and other related matters

Notes:

First Reading: September 14, 2021

Second Reading:

Third Reading:

Public Hearing:

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND TRI-COUNTY ELECTRIC COOPERATIVE, INC., TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; 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, Tri-County Electric Cooperative, Inc. (“Sponsor”), desires to establish and expand broadband and electric distribution infrastructure in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$8,500,000; 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 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 (1) 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 (2) locating the Project in the Park.

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 and supporting services, employment, recreation, or other public benefits not otherwise adequately provided locally;

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

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

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

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

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, 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 Sponsor under this Ordinance and the Fee Agreement.

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: September 14, 2021
Second Reading: September 21, 2021
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

TRI-COUNTY ELECTRIC COOPERATIVE, INC.

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF []

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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	Tri-County Electric Cooperative, Inc.	
Project Location	Multiple – See Exhibit A	
Tax Map No.	Multiple – See Exhibit A	
FILOT		
• Phase Exemption Period	30 years	
• Contract Minimum Investment Requirement	\$8,500,000	
• Investment Period	5 years (10 years if extended in accordance with Fee Agreement)	
• Assessment Ratio	Fixed 6%	
• Millage Rate	Multiple – See Exhibit B	
• Fixed or Five-Year Adjustable Millage	Fixed	
• Claw Back Information	Applicable only if Act Minimum Investment Requirement not met by end of Investment Period	
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [DATE], between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Tri-County Electric Cooperative, Inc., a corporation organized and existing under the laws of the State of South Carolina (“*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) The Sponsor has committed to establish new and expand its existing commercial enterprise (“*Facility*” or “*Facilities*”) in the County, consisting of taxable investment in real and personal property of not less than \$8,500,000;

(c) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to locate new and expand its existing Facilities in the County.

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

ARTICLE I DEFINITIONS

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

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

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

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments 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 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, 2024.

“**Compliance Period**” means the period commencing with the first day that Economic Development Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth anniversary of the end of the Property Tax Year in which the initial Economic Development Property comprising all or a portion of the Project is placed in service, all as specified in Section 12-44-30(13) of the Act. It is presently anticipated, but not required, that the initial Economic Development Property comprising all or a portion of the Project will be placed in service in the Property Tax Year ending on December 31, 2021, and, in such event, the Compliance Period will end on December 31, 2026.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$8,500,000.

“**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.

“**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-300T 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.

“**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.

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

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2061, the Final Termination Date is expected to be January 15, 2062, 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.

“**Investment Period**” initially means the period equal to the Compliance Period; provided, however, that if the Contract Minimum Investment Requirement is satisfied by the end of the Compliance Period, the Investment Period shall be automatically extended, without further action or proceedings of the County or the Council, by five (5) years beyond the Compliance Period to end on the tenth (10th) anniversary of the end of the Property Tax Year in which the initial Economic Development Property comprising all or a portion of the Project is placed in service, all in accordance with Section 12-44-30(13) of the Act. In the event that the initial Economic Development Property comprising all or a portion of the Project is, as presently anticipated, placed in service in the Property Tax Year ending on December 31, 2021, upon any such extension, the Investment Period will end on December 31, 2031.

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

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

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

“**Property Tax Year**” means the annual period which is equal to the fiscal year of the Company, *i.e.*, with respect to the Company, the annual period ending on December 31 of each year.

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

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

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

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

“**Sponsor**” means Tri-County Electric Cooperative, Inc. 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 C 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 [DATE] by adopting an Inducement Resolution, as defined in the Act on [DATE].

(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.

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 electric and broadband distribution facilities primarily to provide services to its members, 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, 2021. 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, 2022, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated [DATE], which is attached hereto as Exhibit D, 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.

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

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. FILOT Payments.

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property 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 the millage indicated on Exhibit B, 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, 2020.

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.

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, 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
RESERVED**

**ARTICLE VI
RESERVED**

**ARTICLE VII
DEFAULT**

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

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

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

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

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

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

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

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

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in

addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

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

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

Section 8.3. *Indemnification Covenants.*

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

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

the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

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

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

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

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

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

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

**ARTICLE IX
SPONSOR AFFILIATES**

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

Tri-County Electric Cooperative, Inc.
Attn: Chad T. Lowder, CEO
Post Office Box 217
Matthews, South Carolina 29135

WITH A COPY TO (does not constitute notice):

Nexsen Pruet, LLC
Attn: Burnet R. Maybank III
Andrew W. Saleeby
1230 Main Street, Suite 700 (29201)
Post Office Box 2426
Columbia, South Carolina 29202
Phone: (803) 253-8220

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 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, national or global pandemics, 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, survive such termination.

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

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

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

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

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

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

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

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

TRI-COUNTY ELECTRIC COOPERATIVE, INC.

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
APPLICABLE MILLAGE RATES

EXHIBIT C (see Section 9.1)
FORM OF JOINDER AGREEMENT

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

1. Joinder to Fee Agreement.

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

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

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

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

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

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

4. Governing Law.

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

5. Notice.

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

[_____]

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

Date

Name of Entity
By: _____
Its: _____

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

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

Richland County Council Request for Action

Subject:

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

Notes:

First Reading: September 14, 2021

Second Reading:

Third Reading:

Public Hearing:

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT BRIDGE TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; 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, Project Bridge (“Sponsor”), desires to expand its manufacturing facility in the County (“Project”) by making a taxable investment in real and personal property of not less than \$131,000,000; 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 Agreement with the Sponsor, as sponsor, the substantially final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (1) 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 (2) locating the Project in the Park

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 its general credit or taxing power;

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

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

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

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, 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 Sponsor under this Ordinance and the Fee Agreement.

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: September 14, 2021
Second Reading: September 21, 2021
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

[PROJECT BRIDGE]

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF []

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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 Location		
Tax Map No.		
FILOT		
• Phase Exemption Period	12/31/2021 – 12/31/2050	
• Contract Minimum Investment Requirement	\$131,000,000	
• Investment Period	12/31/2021 – 12/31/2025	
• Assessment Ratio	6%	
• Millage Rate	475.30	
• Fixed or Five-Year Adjustable Millage	Fixed	
• Claw Back Information		
Multicounty Park	I-77 Corridor Regional Industrial Park	
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [DATE], between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and PROJECT BRIDGE, a limited liability company organized and existing under the laws of the State of Delaware (“*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) The Sponsor has committed to expand its manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$131,000,000;

(c) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to expand its Facility in the County.

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

ARTICLE I DEFINITIONS

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

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

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

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments 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 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, 2021.

“Contract Minimum Investment Requirement” means a taxable investment in real and personal property at the Project of not less than \$131,000,000.

“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.

“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 Agreement.

“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.

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

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2050, the Final Termination Date is expected to be January 15, 2052, 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, 2025.

“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 Agreement Governing the I-77 Corridor Regional Industrial Park dated as of September 1, 2018, between the County and Fairfield County, South Carolina.

“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 19th year following the first property tax year in which the Phase is placed in service.

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

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

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

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

“*Sponsor*” means [Project Bridge] 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 September 14, 2021, by adopting an Inducement Resolution, as defined in the Act on September 14, 2021.

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

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

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

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

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

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

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

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

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

ARTICLE III THE PROJECT

Section 3.1. The Project. The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2021. 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, 2022 the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the

County's Resolution dated December 14, 2010, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

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

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

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 475.30, 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, 2021.

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.

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, 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
RESERVED**

**ARTICLE VI
RESERVED**

**ARTICLE VII
DEFAULT**

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

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

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

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

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

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

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

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

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, [each party shall bear their own respective attorney fees and related expenses.]

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

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

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

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

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

Section 8.3. Indemnification Covenants.

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

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any 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 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 Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

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

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under

this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

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

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

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

Section 8.8. *Administration Expenses.* The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$3,500. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

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

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

**ARTICLE X
MISCELLANEOUS**

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

IF TO THE SPONSOR:

WITH A COPY TO (does not constitute notice):

IF TO THE COUNTY:

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

WITH A COPY TO (does not constitute notice):

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

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

by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

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

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

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

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

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

Section 10.8. Interpretation; Invalidity; Change in Laws.

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

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

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor [(in addition to the Infrastructure Credit 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, survive such termination.

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

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

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

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

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

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

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

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

PROJECT BRIDGE

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

EXHIBIT A
PROPERTY DESCRIPTION

TBA

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

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

[SEE ATTACHED]

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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

Applicant Information

First Name *

MEGHAN

Last Name *

EASLER

Home Address *

201 BRICKLING
ROAD

Apt

City *

IRMO

State *

SC

Zip *

29063

**** Please enter a physical address. No PO Boxes. ****

Work Address *

2020 HAMPTON
STREET

Suite

City *

COLUMBIA

State *

SC

Zip *

29204

Number *

(803)605-
2466

Type *

Home

Secondary Phone

8035761604

Type

Wor
k

Email Address *

easlerfamily4@gmail.com

Sex *

Male Female

Age Group

18 - 25 26 - 50 Over 50

Background

Education Level *

Associates

Professional Background

IT Programmer

Service Information

Presently serve on any County Committee, Board or Commission? *

Yes No

**Name of Committee, Board or
Commission in which interested: ***
Employee Grievance Committee (10)

Reason for interest: *

Employee Relations

**Your characteristics/qualifications,
which would be an asset to
Committee, Board or Commission: ***
N/A

Any additional information you wish to share:

**Recommended by a Council
Member? ***

Yes No

Council Member name(s):

**Hours willing to commit each
month:**
Open

Conflict of Interest Policy

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete. Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

*
 Yes No

Statement of Financial or Personal Interest

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

*
 Yes No

If so, describe:

Resume

Resume

Signature

I understand that checking this box and entering my name constitutes a legal signature*

First Name * **Last Name ***
Meghan Easler

Submit

Applicant Information

First Name *

WILLIAM S.

Last Name *

RYON

Home Address *

2708 Bendemeer
Drive

Apt

City *

Columbia

State *

SC

Zip *

29209

**** Please enter a physical address. No PO Boxes. ****

Work Address *

2020 Hampton
Street

Suite

City *

Columbia

State *

SC

Zip *

29204

Number *

(941)302-
1228

Type *

Home

Secondary Phone Type

8035762656

Wor
k

Email Address *

ryon.william@richlandcountysc.gov

Sex *

Male Female

Age Group

18 - 25 26 - 50 Over 50

Background

Education Level *

Bachelor's

Professional Background

Currently an Appraiser; prior banking and retail management

Service Information

Presently serve on any County Committee, Board or Commission? *

Yes No

Name of Committee, Board or

Commission in which interested: *

Employee Grievance Committee (10)

Reason for interest: *

I believe my prior and current work experience will be valuable to finding suitable resolutions to employee grievance issues.

Your characteristics/qualifications, which would be an asset to

Committee, Board or Commission: *

Honesty, prior management experience

Any additional information you wish to share:

Recommended by a Council

Member? *

Yes No

Council Member name(s):

Hours willing to commit each

month:

20

Conflict of Interest Policy

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete. Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

*
 Yes No

Statement of Financial or Personal Interest

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

*
 Yes No

If so, describe:

Resume

Resume

Signature

I understand that checking this box and entering my name constitutes a legal signature*

First Name * **Last Name ***
William S. Ryon

Submit



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: ~~AMANDA~~ MARVIN E. ROBINSON JR.

Home Address: 4103 Parkman Drive Columbia SC 29206

Telephone: (home) 864/230-3819 (work) same

Office Address: 1333 Main St Suite 200, Columbia SC 29201

Email Address: MARVIN.ROBINSON@AMERISHANK.COM

Educational Background: BS in Business Admin, The Citadel, 1998

Professional Background: 20+ years in commercial banking

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: BRADAC

Reason for interest: 6 years serving their foundation and short term on their commission for Lexington County

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
Same as above. Previously served for Lexington County and recently moved to Columbia

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? No

Recommended by Council Member(s):

Hours willing to commit each month: as much as necessary

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.


Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X

If so, describe: _____


Applicant's Signature

8/5/20
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

2



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Maryann Wright
Home Address: 202 Harbor Drive Columbia, SC 29229
Telephone: (home) (803) 708-9999 (work) N/A
Office Address: retired
Email Address: aKachip53@gmail.com
Educational Background: Master's Degree in Education
Professional Background: retired educator
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: LRADAC
Reason for interest: _____

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

Presently serve on any County Committee, Board or Commission? _____

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: _____

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No

If so, describe: _____

Maryann Wright
Applicant's Signature

1/18/2021
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>1/19/21</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

Reason for interest: I'm interested in serving on the Board of LRADAC because of the importance of providing resources and support to those in need. It helps to improve the lives of everyone in the community. I've been personally touched by substance abuse with a close family member who is now thirteen years clean and sober because he had access to services and support to kick the habit.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I am a retired educator who is organized, focused and goal oriented. I work well with others and I'm a team player. I belong to several community based organizations that allow me to use those skills. I think they would be very valuable as a LRADAC Board member.

Presently serve on any County Committee, Board or Commission: No

Any other information you wish to give? Throughout my adult life I have been active in endeavors that make a positive difference in people's lives- from serving in my church and extracurricular activities with my students to volunteering and managing volunteers for various organizations. I have a Bachelor of Science in Biology from the University of South Carolina and a Master's Degree in Education from The Citadel.

Recommended by Council Member(s):

County Councilwoman Jesica Mackey, Ninth District (I am a constituent)

County Councilwoman Allison Terracio

Hours willing to commit each month: As many as are needed. I am retired and my schedule is flexible.

Applicant Information

First Name*

TINA

Last Name*

GREEN

Home Address* Apt

197 Windfall Rd

City*

BLYTHEWOOD

State*

SC

Zip*

29016

** Please enter a physical address. No PO Boxes. **

Work Address* Suite

1008 Fontaine Rd.

City*

Columbia

State*

SC

Zip*

29223

Number*

(803)665-9474

Type*

Mobile

Secondary Phone Type

Email Address*

tiles2@yahoo.com

Sex*

Male Female

Age Group

18 - 25 26 - 50 Over 50

Background

Education Level*

Bachelor's

Professional Background

I currently serve in the chief executive officer role at G&S Janitorial Services, INC, a small locally owned business established in 1988. I have been with the company for 9 years. During this time, I have grown in the areas of project management, vendor relations, quality control, bookkeeping and procurement.

Service Information

Presently serve on any County Committee, Board or Commission? *

Yes No

Name of Committee, Board or Commission in which interested:*

Procurement Review Panel

Reason for interest: *

direct knowlegde of procurement processes in public and private sector

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: *

Currently knowledge in my job role

Any additional information you wish to share:

Recommended by a Council Member? *

Yes No

Council Member name(s):

Hours willing to commit each month:

20 hours

Conflict of Interest Policy

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete. Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

*

Yes No

Statement of Financial or Personal Interest

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

*

Yes No

If so, describe:

Resume

Resume

Signature

I understand that checking this box and entering my name constitutes a legal signature*

First Name * **Last Name ***

Tina Green

Submit



REQUEST OF ACTION

Subject: FY22 - District 2 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$10,000** for District 2.

B. Background / Discussion

For the 2021 - 2022 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 FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 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
FY2021 Remaining	\$0
FY2022 Allocations	\$10,000
Meeting Place Church	\$ 5,000
Kingville Historical Society	\$ 5,000
Columbia Museum of Art	\$ 2,500
Total Allocation	\$12,500
Remaining Balance	\$59,925

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019
- 3rd Reading of the Budget FY21 June 11, 2020

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: FY22 - District 9 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$10,000** for District 9.

B. Background / Discussion

For the 2021 - 2022 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 FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 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
FY2021 Remaining	\$115,475
Kingville Historical Foundation	\$ 5,000
LR Sweet Potato Festival	\$ 5,000
Total Allocation	\$ 10,000
Remaining Balance	\$187,900

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019
- 3rd Reading of the Budget FY21 June 11, 2020

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.