



Richland County Council
Special Called Meeting
MINUTES
July 8, 2025 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Anette Kirylo, Patrick Wright, Ashiya Myers, Kyle Holsclaw, Angela Weathersby, Kenny Bowen, Lori Thomas, Stacey Hamm, Andy Haworth, Michelle Onley, Tamar Black, Jennifer Wladischkin, Michael Byrd, Jeff Ruble, Jackie Hancock, Leonardo Brown, Brittany Hammond, Synithia Williams, Eric Williams, Michael Maloney, Sarah Harris, Quinton Epps, Aric Jensen, Tish Gonzales and Sandra Haynes.

1. **CALL TO ORDER** – Chairwoman Jessica Mackey called the meeting to order at approximately 6:00 PM.
Ms. Mackey acknowledged that Ms. English was participating virtually this evening as it is allowed by the Council Rules.
Ms. Mackey recognized Assistant to the Clerk of Council Jackie Hancock’s birthday.
2. **INVOCATION** – The Invocation was led by the Honorable Don Weaver.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Don Weaver.
4. **PRESENTATION OF PROCLAMATIONS**
 - a. A Proclamation Recognizing the Columbia Rhinos Rugby Football Club as the 2025 USA Club Rugby Men’s Division III National Champions – Ms. Mackey read the proclamation recognizing the Columbia Rhinos Rugby Football Club into the record.
5. **APPROVAL OF MINUTES**
 - a. Regular Session: June 17, 2025
 - b. Zoning Public Hearing: June 24, 2025
 - c. Special Called Meeting: June 24, 2025

Ms. Newton moved to approve the minutes, as distributed, for the June 17th Regular Session, June 24th Zoning Public Hearing, and June 24th Special Called meetings, seconded by Ms. Barron.

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

The vote in favor was unanimous.
6. **ADOPTION OF AGENDA** – Ms. Alleyne moved to amend the title of Item 16(a) as follows: “An Ordinance Authorizing a deed to 120 Clemson Road, Columbia, South Carolina, County TMS #R25608-01-38 to Cason Development Group, LLC; the sale thereof and the execution of the real estate contract”, seconded by Ms. Mackey.

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

The vote in favor was unanimous.

Mr. Branham moved to adopt the agenda as amended, seconded by Ms. Terracio.

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

The vote in favor was unanimous.8

7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – County Attorney Patrick Wright noted the items eligible for Executive Session:
- a. Discussion/legal advice concerning the Contract for Private/Public Pet Services [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
 - b. Legal Advice: An Ordinance Authorizing the termination of a conservation easement on certain land currently owned by the Ball Family Revocable Trust [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
 - c. Legal Advice: An Ordinance Authorizing the termination of a conservation easement on certain lands currently owned by Brenda Quick and the Ball Family Revocable Trust [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
8. **CITIZENS' INPUT**
- a. For Items on the Agenda Not Requiring a Public Hearing
 1. Mitch Ray, 6353 Westshore Road, Columbia, SC 29206 – Thanked Council on behalf of the Big Red Barn Retreat
9. **CITIZENS' INPUT**
- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time)
 1. Tanya Rodriguez-Hodges, 209 Dawson Road, Suite 1, Columbia, SC 29223 – Thanked Council on behalf of the Latino Community Development
10. **REPORT OF THE COUNTY ADMINISTRATOR**
- a. Updates for Consideration
 1. *Community Planning & Development – Neighborhood Improvement Program: Neighborhood Block Party Recognition* – Ms. Essence Holmes, Neighborhood Planner, gave a brief overview of the event. She noted the Martin Luther King Lower Waverly Neighborhood Association won the Best Neighborhood Display Contest.
 2. *Community Planning & Development – Conservation – ENRICH: African American Heritage Tour* – The County Administrator, Leonardo Brown, stated the ENRICH African American Heritage Tour is a self-guided mobile tour to honor the enduring legacy of African American history and heritage in Richland County. It is live and ready for download. The app-based tour spotlights historical sites that celebrate African American leaders and communities, and is available for download through Google Play and the Apple App Store.

Click [HERE](https://travelstorys.com/tours/enrich-african-american-heritage) to download or visit <https://travelstorys.com/tours/enrich-african-american-heritage>.

 - If you open the link from your phone, you will be prompted to the Apple or Google Play store to download the app
 - Once the app is downloaded/opened, it will send you directly to the ENRICH tour.
 - If you open the link on a desktop, you will be prompted to scan a QR code, followed by the same steps listed above.
 - Be sure to allow the app to use your location 'always' to help with accuracy.

Ms. Barron requested that the app be promoted on the County's social media platforms, newsletters, etc.
 3. *Administrator's Office – County Facility Exterior Lighting & Community Engagement* – Mr. Brown mentioned the County has previously utilized exterior lighting to express support for certain times of the year (i.e., Veterans Day). Administration has received a request to consider different events or special occasions to light the County's buildings with other buildings in downtown Columbia. The lighting will coordinate with a calendar of dates and colors in coordination with the United Way. The coordinated display may be seen as an additional effort toward the County's strategic goals and initiatives of *Fostering Good Governance* via collaborating with other governments and *Achieving Positive Public Engagement* through morale-boosting messaging.
 4. *Comprehensive Plan Update* – Mr. Brown gave a brief overview of the proposed Comprehensive Plan timeline.

Comprehensive Plan Timeline:

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

11. **REPORT OF THE CLERK OF COUNCIL** – No Report was given.

12. **REPORT OF THE CHAIR**

- a. 2026 Strategic Planning Forum – Ms. Mackey stated that January 14-16, 2026, in Charlotte, North Carolina, has been proposed for the 2026 Strategic Planning Forum.

Ms. Barron moved to accept January 14-16, 2026, in Charlotte, North Carolina, for the 2026 Strategic Planning Forum, seconded by Mr. Pugh.

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

The vote in favor was unanimous.

13. **OPEN/CLOSE PUBLIC HEARINGS**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Pontiac Solar LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – No one signed up to speak.
- b. An Ordinance Authorizing a deed to 120 Clemson Road, Columbia, South Carolina; County TMS #R25608-01-38 – No one signed up to speak.
- c. An Ordinance Authorizing a deed to NE/S Lykes Lane, Columbia, South Carolina; County TMS #R06400-01-01 – No one signed up to speak.
- d. An Ordinance Authorizing the termination of a conservation easement on certain land currently owned by the Ball Family Revocable Trust – No one signed up to speak.
- e. An Ordinance Authorizing the termination of a conservation easement on certain land currently owned by Brenda Quick and the Ball Family Revocable Trust – No one signed up to speak.

14. **APPROVAL OF CONSENT ITEMS**

- a. Case #25-002MA, Brandon Pridemore, AG to R3 (198.84 Acres), 800 Mount Valley Road, TMS #R12400-02-22 {District 7} [SECOND READING].
- b. Case #25-003MA, Brandon Pridemore, AG to R3 (111.41 Acres), 700 Mount Valley Road, TMS #R12400-02-23 {District 7} [SECOND READING].
- c. Case #25-005MA, Michael Schroeder, R3 to R4 (3.8 Acres), 520 Todd Branch Drive, TMS #R17115-01-18 {District 7} [SECOND READING].
- d. Case #25-021MA, Paz Asraf Rozenblit, INS to R5 (0.54 Acres), E/S Scotsman Drive, TMS #R17100-05-15 {District 3} [SECOND READING].
- e. Operational Services – Award of Contract – Antique Mall Demolition.
- f. Operational Services – Award of Contract – Guardian Fuel.
- g. Operational Services – Award of Contract – Alvin S. Glenn Facility Maintenance.
- h. Operational Services – Award of Contract – Sears Demolition and Roof.
- i. Procurement – Award of Contract – Public Safety Uniforms.
- j. Public Works – Solid Waste & Recycling – Excavator Purchase.
- k. Grants & Community Outreach – Community Development – 2025 Annual Action Plan for HUD Grants.

- l. Grants & Community Outreach – Community Development – Substantial Amendments – 2017, 2018, 2020, 2021 & 2024 Annual Action Plan

Ms. Newton moved to approve Items 14(a)-14(l), seconded by Ms. Barron.

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

The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 14(e)-1(l), seconded by Mr. Pugh.

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

The motion for reconsideration failed.

15. **THIRD READING ITEMS**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Pontiac Solar LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Mr. Livingston moved to approve this item, seconded by Ms. Barron. *{Ordinance #038-25HR}*

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

16. **SECOND READING ITEMS**

- a. An Ordinance Authorizing the sale of 120 Clemson Road, Columbia, South Carolina; County TMS #R25608-01-38 to Cason Development Group, LLC; the sale thereof and the execution of the real estate contract – Mr. Pugh moved to approve this item, seconded by Ms. Barron.

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

The vote in favor was unanimous.

- b. Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed Seventy Million Dollars (\$70,000,000), to fund the costs of certain capital projects; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related matters – Mr. Livingston moved to approve this item, seconded by Ms. Barron.

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

The vote in favor was unanimous.

- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to a company identified for the time being as Project Momentum; and other related matters – Ms. Barron moved to approve this item, seconded by Mr. Branham.

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

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

The vote in favor was unanimous.

- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project West to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Ms. Barron moved to approve this item, seconded by Mr. Branham.

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

The vote in favor was unanimous.

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

a. **NOTIFICATION OF APPOINTMENTS**

1. Accommodations Tax Committee – Six Vacancies (TWO applicants must have a background in the Lodging Industry, TWO applicants must have a background in the Hospitality Industry, ONE applicant must have a cultural background, and ONE is an at-large position) – Ms. Barron stated the committee recommended re-appointing Ms. April Morgan to the At-Large position, appointing Mr. Daniel Eloi to fill the Hospitality Industry vacancy, and re-advertising the remaining vacancies.

Mr. Branham encouraged the individuals appointed to the Accommodations Tax Committee to look for the best investments to attract people to restaurants and hotels/motels.

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

The vote in favor was unanimous.

2. Board of Assessment Appeals – One (1) Vacancy – Ms. Barron stated the committee recommended appointing Ms. Melita Riley.

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

The vote in favor was unanimous.

3. Hospitality Tax Committee – Five (5) Vacancies (TWO applicants must be from the Restaurant Industry – Ms. Barron stated the committee recommended re-appointing Ms. Tanya Rodriguez-Hodges, appointing Ms. Jessica Carswell and Mr. Joseph “Tripp” Roche to fill the Restaurant Industry vacancies, and re-advertising the remaining vacancies.

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

The vote in favor was unanimous.

18. **REPORT OF THE DETENTION CENTER AD HOC COMMITTEE**

Ms. English thanked staff for their continued work and support as we bring the detention center up-to-date. She pointed out that we have contacted local legislators to garner support and ensure we are on the same page.

Mr. Brown noted that information regarding this item can be found in the agenda packet on pp.380-389. Currently, 25% of the detainees have been there for over a year, and 50% have been there more than 6 months. In addition, there are currently 45 juveniles being housed at the Department of Juvenile Justice.

- a. Alvin S. Glenn Detention Center – Status Update
- b. Other Updates
- c. Personnel Update [EXECUTIVE SESSION]
- d. Legal/Legislative Update [EXECUTIVE SESSION]

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

- a. Saluda Riverwalk Greenway Phase 2 – Project Fund Increase – Mr. Livingston stated the committee recommended approval to increase the Saluda Riverwalk Greenway Project, Phase 2 funding by an additional \$1,515,679.20, which will bring the total to \$3,715,679.20.

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

The vote in favor was unanimous.

- b. Award of Construction – Saluda Riverwalk Greenway Phase 2 – Mr. Livingston stated the committee recommended awarding the Saluda Riverwalk Greenway Project, Phase 2 to Southern Vistas, based on the bid received in the amount of \$3,196,072.00, with a 10% construction contingency, and \$200,000 for professional services for a total award amount of \$3,715,679.20.

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

The vote in favor was unanimous.

- c. Award of Construction – Pineview Road at American Italian Way Traffic Signal – Mr. Livingston stated the committee recommended awarding the traffic signal at Pineview Road and American Italian Way to J. Moore Electrical Contractors, Inc., based on the bid received in the amount of \$329,663.00, with a 15% construction contingency for a total amount of \$379,112.45.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The vote in favor was unanimous.

- d. Percival Road Sidewalk – Project Contingency Increase – Mr. Livingston stated the committee recommended approval to increase the Percival Road Sidewalk Project approved construction amount of \$3,440,506.40 by \$250,000 for a total approved amount of \$3,690,506.40

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The vote in favor was unanimous.

- e. Award of Construction – Broad River Road at Farming Creek Road Traffic Signal – Mr. Livingston stated the committee recommended awarding the traffic signal at Broad River Road at Farming Creek Road to Cherokee Inc., based on the bid received in the amount of \$242,832.72, with a 15% construction contingency for a total amount of \$279,257.63.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The vote in favor was unanimous.

Mr. Livingston noted that the Transportation Director, Michael Maloney, updated the committee regarding upcoming meetings and the status of transportation projects.

Mr. Pugh moved to reconsider Items 19(a)-19(e), seconded by Ms. Barron.

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The motion for reconsideration failed.

20. **OTHER ITEMS**

- a. A Resolution to appoint and commission Alessandro Buescher as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Ms. Barron moved to approve this item, seconded by Mr. Branham.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The vote in favor was unanimous.

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

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The motion for reconsideration failed.

- b. A Resolution to appoint and commission Matthew Mizell as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Ms. Barron moved to approve this item, seconded by Mr. Branham.

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The vote in favor was unanimous.

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

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The motion for reconsideration failed.

- c. FY25 District 5 Hospitality Tax Allocations (Trustus Theatre - \$50,000) – Ms. Terracio moved to approve this item, seconded by Ms. Barron,

In Favor: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The vote in favor was unanimous.

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

Opposed: Branham, Pugh, Little, Livingston, Terracio, Weaver, Barron, Alleyne, Mackey, English, and Newton
The motion for reconsideration failed.

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

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

The vote in favor was unanimous.

***Council went into Executive Session at approximately 6:58 PM
and came out at approximately 7:14 PM***

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

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

The vote in favor was unanimous.

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

- a. Discussion/legal advice concerning the Contract for Private/Public Pet Services [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.
- b. Legal Advice: An Ordinance Authorizing the termination of a conservation easement on certain land currently owned by the Ball Family Revocable Trust [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.
- c. Legal Advice: An Ordinance Authorizing the termination of a conservation easement on certain lands currently owned by Brenda Quick and the Ball Family Revocable Trust [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – No action was taken.

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

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

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

The vote in favor was unanimous.

The meeting adjourned at approximately 7:15 PM.



STATE OF SOUTH CAROLINA COUNTY OF RICHLAND

PROCLAMATION

RECOGNIZING THE COLUMBIA RHINOS RUGBY FOOTBALL CLUB 2025 USA CLUB RUGBY MEN'S DIVISION III NATIONAL CHAMPIONS

WHEREAS, it is with great pride and respect that I honor the outstanding Columbia Rhinos Rugby Football Club (RFC) on their 2025 USA Club Rugby Men's Division III National Championship win, unwavering dedication and ultimate success; and

WHEREAS, Columbia Rhinos Rugby Football Club was established in 1973, and since then, the club has provided an outlet for men to join a brotherhood of rugby players that have lasted for over 50 years; and

WHEREAS, The Columbia Rhinos are a Division 3 club rugby team that is a member of the Carolinas Geographical Rugby Union (CGRU) and the current home pitch is located at Owens Field Park; and

WHEREAS, Columbia Rhinos won the CGRU regional playoffs in 2024 and in 2025, the Rhinos secured not only the super regional title, but won the title of being the #1 D3 club rugby team in the nation by winning the finals in Indianapolis; and

WHEREAS, Columbia Rhinos embrace the importance of engaging and assisting the community with its needs, and coaches, players and veterans of the club have volunteered their time in various community events in and around the Columbia area; and

WHEREAS, the current coaching staff, Phillip Villiers, Chris Ralston and Scott Blanchfield, along with club staff members Sam Carter, Daniel Barsi, Chris Butler and Paul Moreno have demonstrated their commitment and integral part in the exceptional achievement of the club members for whom they lead; and

WHEREAS, The Columbia Rhinos Rugby Football Club players, Qais Attarwala, Daniel Barsi, Adam Bera, BJ Burley, Chris Butler, Sam Carter, Chance Connolly, Josh Cooper, Casey Dibble, Kyle Doyle, Ty Elkins, Juan Garcia, Tyler Gillam, Letrell Hodge, Mitchell Hucke, Triston Hunter, Andrew Jones, AJ Jorna, Ben Katafiasz, Jackson King, Ryan Lapierre, Louis Leveque, Paul Moreno, Ryan Muir, Lucas Mulalley, Jordan Pulley, Chris Ralston, Danyil Ramey, Xavier Roberts, Justin Romans, Todd Sherer, Jacob Smith, Henco Storm, Mac Swartzendruber, Caleb Todd, Alex Turner, Joshua Walker, Jace Walling, Anthony Washington, Roger Williams, Thomas Williams, Alex Wheatley and Rockne Wilson and their Coaches have demonstrated within their club and to the community, that success is their priority through athletics, mental alertness, physical growth, discipline and hard work; and

NOW THEREFORE BE IT PROCLAIMED, that Richland County Councilmembers, Derrek Pugh, Tyra K. Little, Allison Terracio, Don Weaver, Gretchen Barron, Tish Dozier Alleyne, Jesica Mackey and Cheryl English do hereby proudly recognize The Columbia Rhinos Rugby Football Club players and their coaches for their 2025 USA Club Rugby's Men's Division III National Championship and for being a symbol of pride and inspiration to Richland County, South Carolina.

Jesica Mackey, Chair
Richland County Council District 9

ATTEST this 8th day of July 2025

Anette Aquino Kyrlo
Richland County Clerk of Council



Report of the County Administrator

SPECIAL CALLED Tuesday, July 8, 2025

UPDATES FOR CONSIDERATION:

COMMUNITY PLANNING & DEVELOPMENT – NEIGHBORHOOD IMPROVEMENT PROGRAM: NEIGHBORHOOD BLOCK PARTY & AWARD RECOGNITION

COMMUNITY PLANNING & DEVELOPMENT – CONSERVATION – ENRICH: AFRICAN AMERICAN HERITAGE TOUR: The ENRICH: African American History Tour, a self-guided mobile tour to honor the enduring legacy of African American history and heritage in Richland County, is live and ready for download! The app-based tour spotlights historical sites that celebrate African American leaders and communities, and is available for download through Google Play and the Apple App Store.

Click [HERE](#) to download or visit <https://travelstorys.com/tours/enrich-african-american-heritage> .

- If you open the link from your phone, you will be prompted to the Apple or Google Play store to download the app
- Once the app is downloaded / opened, it will send you directly to the ENRICH tour.
- If you open the link on a desktop, you will be prompted to scan a QR code followed by the same steps listed above.
- Be sure to allow the app to use your location 'always' to help with accuracy.

ADMINISTRATOR'S OFFICE - COUNTY FACILITY EXTERIOR LIGHTING & COMMUNITY ENGAGEMENT

COMPREHENSIVE PLAN UPDATE

ATTACHMENTS:

1. Informational Brief: Community Planning & Development – Neighborhood Improvement Program: Neighborhood Block Party & Award Recognition
2. Informational Brief: Administration – County Facility Exterior Lighting & Community Engagement
3. Project Status Update – Comprehensive Plan Update

**Informational Agenda Briefing**

Prepared by:	Essence Holmes	Title:	Neighborhood Coordinator
Department:	Community Planning & Development	Division:	Neighborhood Improvement Program
Date Prepared:	June 16, 2025	Meeting Date:	July 8, 2022
Approved for consideration:		Assistant County Administrator	Aric A Jensen, AICP
Meeting/Committee	Regular Session		
Subject:	Neighborhood Block Party and Award Recognition		

Every summer, Richland County's Neighborhood Improvement Program (NIP) hosts a *Neighborhood Block Party*, an event many residents look forward to attending. Event attendance increases each year, and this year's block party was no exception. Despite the inclement weather, there were over 250 attendees! Having an event which encourages residents to have fun, exchange ideas, celebrate their successes, and build community, is one of NIP's goals and helps to achieve the County's strategic goal of "Achieving Positive Public Engagement." Staff looks forward to spreading community spirit and boosting morale every year.

The Block Party features music, games, food, resources from various County departments and non-profits, and a *Best Neighborhood Display* contest. The contest provides an opportunity for neighborhood organizations to show off their accomplishments of the year with funds they've received from NIP's *Neighborhood Enrichment Grant*. Displays included neighborhood entrance signs, historical markers, food drives, and landscaping projects.

This year's winner of the *Best Neighborhood Display Competition* is the Martin Luther King-Lower Waverly Neighborhood Association (MLKLWNA). MLKLWNA president, Ms. Vivian Armstead-James, accepted the Cheryl Deas-Johnson Award for Best Neighborhood Display on behalf of the organization.





Informational Agenda Briefing

Prepared by:	Ashiya Myers	Title:	Assistant to the County Administrator
Department:	Administration	Division:	
Date Prepared:	June 30, 2025	Meeting Date:	July 8, 2025
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Special Called		
Subject:	County Facility Exterior Lighting & Community Engagement		

As reported during the 2025 Strategic Planning Forum, the County completed the installation of color-changing exterior building lighting in November of 2024 to the County Administration & Health Department complex located at 2000 & 2020 Hampton Street and the Judicial Center located at 1701 Main Street. The lighting can be changed to individual colors for holidays, special events, etc.

Administration has received a request to unify the lighting of the County's buildings with other buildings in the downtown Columbia. The lighting will coordinate with a calendar of dates and colors to be developed in coordination with the United Way. Participation in the coordinated display may be seen as an additional effort toward the County's strategic goals & initiatives of [Fostering Good Governance](#) via collaboration with other governments and [Achieving Positive Public Engagement](#) through morale-boosting messaging.

**Project Update**

Prepared by:	Synithia Williams	Title:	Director
Department:	Community Planning & Development	Division:	
Date Prepared:	June 30, 2025	Meeting Date:	July 8, 2025
Approved for Consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Committee/Meeting:	Regular Session		
Council Initiative/Project:	Comprehensive Plan Update		

EXECUTIVE SUMMARY (NARRATIVE STATUS):

Community Planning and Development conducted a series of Comprehensive Plan community outreach meetings in May and June. During the meetings, residents were asked to give feedback on three potential future land use scenarios. Subsequently, the Comprehensive Planning Team and Nealon Planning met to review the feedback and to discuss the ideas to be represented in the “preferred” land use scenario. They also brainstormed initial, high-level recommendations in support of the draft Goals. All of these ideas will be used to develop initiatives that will be presented with the preferred scenario at Public Forum 3, which is tentatively scheduled for the week of August 25, 2025.

KEY ACCOMPLISHMENTS/MILESTONES:

Completion of multiple public meetings including:

Monday, May 1, 2025	Edventure Children’s Museum
Wednesday, May 7, 2025	Ballentine Community Center
Monday, May 12, 2025	North Springs Community Center
Wednesday, May 14, 2025	Doko Manor
Tuesday, June 3, 2025	Comp Plan Work Session with County Council
Thursday, June 12, 2025	Comp Plan Work Session with Planning Commission
Monday, June 9, 2025	District 7 Town Hall Meeting
Monday, June 16, 2025	District 11 Town Hall Meeting
Thursday, June 26, 2025	District 10 Town Hall Meeting

CRITICAL ISSUES:

Nealon Planning's contract includes hosting the Reimagine Richland website for one year. The deadline for Nealon's hosting responsibilities ends August 15, 2025. The cost to extend the current web hosting for three months after the expiration date is \$2,375. There is enough funding in the Neighborhood Redevelopment Professional Services budget to cover this extension.

PENDING ACTIONS/DELIVERABLES AND ANTICIPATED COMPLETION DATES:

The Next Advisory Committee meeting is tentatively scheduled for the week of August 11, 2025 with Public Forum 3 the week of August 25, 2025. Final dates and locations are to be determined.

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

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 038-25HR

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

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

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

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

WHEREAS, Pontiac Solar, LLC, a Delaware limited liability company, previously known to the County as Project Sam (“Sponsor”), desires to establish a solar power generating facility in the County (“Project”) consisting of taxable investment in real and personal property of approximately \$112,500,000; and

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

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County, and hereby finds:

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)
ATTEST:

Jesica Mackey, Chair
Richland County Council

Anette A. Kirylo, Clerk of Council
Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: May 6, 2025
Second Reading: May 13, 2025
Public Hearing: July 8, 2025
Third Reading: July 8, 2025

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

PONTIAC SOLAR, LLC

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF JUNE 17, 2025

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Exhibit A	–Description of Property
Exhibit B	– Form of Joinder Agreement
Exhibit C	– Accountability Resolution
Exhibit D	– Description of Infrastructure Credit
Exhibit E	– Landowners

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	Pontiac Solar, LLC	
Project Location	Richland County, SC	Exhibit A
Tax Map No.	39200-02-03; 39100-02-02	Exhibit A
FILOT		
• Phase Exemption Period	30 Years	1.1; Definition of “Phase Termination Date”
• Contract Minimum Investment Requirement	\$2,500,000	1.1; Definition of “Contract Minimum Investment”
• Investment Period	5 Years	1.1; Definition of “Investment Period
• Assessment Ratio	6%	4.2(a)
• Millage Rate	448.9	4.2(a)
• Fixed or Five-Year Adjustable Millage	Fixed	4.2(a)
• Claw Back Information	Failure to reach Contract Minimum Investment Requirement during the Investment Period terminates the Fee Agreement.	6.1
Multicounty Park	I-77 Corridor Regional Industrial Park	1.1; Definition of “Multicounty Park”
Infrastructure Credit		
• Brief Description	Amount necessary to fix annual FILOT Payment as described in Exhibit D	Exhibit D
• Credit Term	Term of the Fee Agreement	Exhibit D
• Claw Back Information	Failure to reach Contract Minimum Investment Requirement during the Investment Period terminates the Fee Agreement.	6.1
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 June 17, 2025, between Richland County, South Carolina (“**County**”), a body politic and corporate and a political subdivision of the State of South Carolina (“**State**”), acting through the Richland County Council (“**County Council**”) as the governing body of the County, and Pontiac Solar, LLC, previously known to the County as Project Sam, 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) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“**Infrastructure Credit**”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “**Infrastructure**”);

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

(d) By an ordinance enacted on June 17, 2025, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

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

ARTICLE I DEFINITIONS

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

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

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

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

“**Commencement Date**” means the last day of the property tax year during which the initial Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2028. The parties agree that in the case the Sponsor fails to establish the Commencement Date prior to the last day of the property tax year that is three years from the year in which the County and the Sponsor entered into this Fee Agreement (i.e., later than December 31, 2028), the Fee Agreement shall not be invalidated (except as otherwise may be required under State law or policy of the Department), and (i) the Commencement Date shall be deemed to be December 31, 2028, and (ii) the term of the Investment Period shall be deemed to have commenced as of December 31, 2028. The County shall not issue any annual bill for a FILOT Payment, Net FILOT Payment or Minimum Net FILOT Payment with respect to the Project until the County has received a certification from the Department with respect to the Economic Development Property associated with the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2058, the Final Termination Date is expected to be January 15, 2060, which is the due date of the last FILOT Payment with respect to the Final Phase.

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

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

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

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

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

“Minimum Net FILOT Payment” has the meaning given to such term in Exhibit D of this Fee Agreement.

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of South Carolina.

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III THE PROJECT

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

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

Section 3.3. *Filings and Reports.*

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

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

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

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

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

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

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

- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 448.9, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2024.

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

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

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

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

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

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

Section 4.4. Damage or Destruction of Economic Development Property.

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

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

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

Section 4.5. Condemnation.

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

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

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

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

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

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

ARTICLE V ADDITIONAL INCENTIVES

Section 5.1. Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure

Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

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

ARTICLE VI CLAW BACK

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

ARTICLE VII DEFAULT

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

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

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

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "***Cessation of Operations***" means a publicly announced closure or cessation of the generation of solar power at the Facility for a period of twelve (12) consecutive months;

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

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

diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

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

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

Section 7.2. Remedies on Default.

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

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

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as,

without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

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

Section 8.3. Indemnification Covenants.

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

(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, reasonably incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense that itemizes all costs incurred, including an itemization of tasks performed and time spent on the matter by attorneys, and the Sponsor shall pay the County within 60 days of receipt of the statement. The Sponsor may request further reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any such documentation which may be privileged or confidential to evidence the costs.

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

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

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

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

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

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

Section 8.6. Assignment. The Sponsor may assign this Fee Agreement, or all or substantially all of the Economic Development Property to which this Fee Agreement relates, in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold, condition or delay. The County hereby consents in advance to any collateral assignment of this Fee Agreement, in whole or in part, by the Sponsor to any third party in relation to any financing for the Project. 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. Notwithstanding anything in this Fee Agreement to the contrary, in no event shall a change in control of the Sponsor be deemed an assignment subject to this Section 8.6, and shall not require the prior consent, written or otherwise, of the County.

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

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

Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

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

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

ARTICLE X MISCELLANEOUS

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

IF TO THE SPONSOR:

Pontiac Solar, LLC
Attn: Alex Um
17785 Center Court Drive, Suite 200
Cerritos, California 90703

WITH A COPY TO (does not constitute notice):

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

Columbia, SC 29201

IF TO THE COUNTY:

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

WITH A COPY TO (does not constitute notice):

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

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

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

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

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

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

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

Section 10.8. Interpretation; Invalidity; Change in Laws.

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

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent

of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

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

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

Section 10.10. *Termination; Termination by Sponsor.*

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

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

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

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

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

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

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

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

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Jesica Mackey, Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Anette A. Kirylo, Clerk to County Council
Richland County, South Carolina

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

PONTIAC SOLAR, LLC

By: Hanjoo Jun
Its: Authorized Representative

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

EXHIBIT A
PROPERTY DESCRIPTION

PROPERTY 1

LOCATION: RICHLAND COUNTY, SC

TOTAL APPROXIMATE ACREAGE: 472.6

LEGAL DESCRIPTION (R39200-02-03):

The Land is described as follows:

All those certain piece, parcels or tracts of land with improvements thereon, located near the Town of Eastover in the County of Richland, State of South Carolina, and designated as Tracts A, B, C, D, and E on a Plat prepared for Benjamin W. Porter by William Wingfield, dated August 15, 1974 and recorded in the Office of the R.M.C. for Richland County in **Plat Book X, Page 2903**, each tract being more particularly described as follows:

TRACT A:

Containing 140.1 acres, more or less, bounded on the North by lands now or formerly of Freeman for a distance of 2160.0 feet, more or less; on the East by Tract B as shown on the aforesaid plat for a distance of 2594.5 feet, more or less; on the South by lands now or formerly of Phillips for a distance of 2458.9 feet, more or less; and on the West by lands now or formerly of Rye for a distance of 1912.9 feet, more or less, and lands now or formerly of Goude for a distance of 780.0 feet, more or less.

TRACT B:

Containing 140.1 acres, more or less, and bounded on the North by lands now or formerly Freeman for a distance of 1821.0 feet, more or less; on the East by Tract C as shown on the aforesaid plat for a distance of 3717.5 feet, more or less; on the South by lands now or formerly of Patterson and lands now or formerly of Dunbar for a total distance of 1526.0 feet, more or less; and on the West by lands now or formerly of Phillips for a distance of 1199.3 feet, more or less, and by Tract A, as shown on the aforesaid plat for a distance of 2594.5 feet, more or less.

TRACT C:

Containing 140.1 acres, more or less, and bounded on the North by lands now or formerly of Freeman for a distance of 945.0 feet, more or less, on the Northeast by Tract D as shown on the aforesaid plat for a distance of 2460.0 feet, more or less; on the East by lands now or formerly of Boyle for a distance of 1398.6 feet, more or less; on the South by lands now or formerly of Boyle, Nickpeay, Boyle and Patterson, for a total distance of 1994.24 feet, more or less; and on the West by Tract B as shown on the aforesaid plat for a distance of 3717.5 feet, more or less.

TRACT D:

Containing 140.1 acres, more or less, and bounded on the North by lands now or formerly of Freeman for a distance of 3254.5 feet, more or less; on the East by land designated as Tract E on the aforesaid plat for a distance of 2244.5 feet, more or less; and on the West by lands designated as Tract C on the aforesaid plat for a distance of 2460.0 feet, more or less.

TRACT E:

Containing 140.2 acres, more or less, and bounded on the North by lands now or formerly of Freeman for a distance of 2156.62 feet, more or less; on the South by lands now or formerly of Boyle for a distance of 3317.7 feet, more or less; and on the West by Tract D, as shown on the aforesaid plat for a distance of 2190.4 feet, more or less.

LESS AND EXCEPTING FROM TRACT A, TRACT B, TRACT C, TRACT D, and TRACT E:

All those certain pieces, parcels or tracts of land with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, the same being shown as Tract 1 and Tract 2, containing 230.00 acres, more or less, on a plat prepared for John Alexander Porter, Marion Porter Crane, and Benjamin Markley Porter by Thomas Gordon McLeod, P.L.S., dated April 16, 1999, and recorded in **Book 333, Page 1140**, in the official records of Richland County. Said Tracts having the following metes and bounds to wit: BEGINNING at the northwestern most corner being the common corner of properties owned by Jetty W. Rye, Life Estate and George T. McCutchen, Jr., and running along property of George T. McCutchen, Jr., S 82° 18' 03" E for a distance of 789.64 feet to an iron pipe; thence continuing S 82° 10' 29" E for a distance of 2718.47 feet to an iron pipe; thence continuing S 82° 17' 58" E for a distance of 1887.50 feet to an iron pipe; thence continuing S 82° 17' 58" E for a distance of 1109.03 feet to an iron pipe; thence running along property of George T. McCutchen, Jr., and H. R. Burg, S 82° 17' 58" E for a distance of 170.65 feet to an iron pipe; thence continuing along property of H. R. Burg S 82° 00' 40" E for a distance of 2000.00 feet to an iron pipe; thence continuing S 82° 00' 40" E for a distance of 1669.69 feet to an iron pipe; thence continuing S 82° 00' 40" E for a distance of 103.51 feet to an iron pipe; thence turning and running along the Wateree River S 22° 41' 52" E for a distance of 63.77 feet to a point located; thence continuing S 28° 42' 02" E for a distance of 39.26 feet to a point located; thence continuing S 21° 48' 11" E for a distance of 162.05 feet to a point located; thence continuing S 13° 17' 03" E for a distance of 96.39 feet to a point located; thence continuing S 14° 48' 34" E for a distance of 55.76 feet to a point located; thence continuing S 19° 36' 46" E for a distance of 91.81 feet to a point located; thence continuing S 20° 31' 16" E for a distance of 73.94 feet to a point located; thence continuing S 11° 27' 54" E for a distance of 109.43 feet to a point located; thence continuing S 10° 33' 58" E for a distance of 69.09 feet to a point located; thence continuing S 08° 07' 25" E for a distance of 42.33 feet to an iron pipe; thence turning and running along property of John Alexander Porter, Marion Porter Crane, and Benjamin Markley Porter, N 82° 09' 06" W for a distance of 2016.53 feet to an iron pipe; thence continuing N 82° 09' 06" W for a distance of 2364.17 feet to an iron pipe; thence continuing N 82° 09' 06" W for a distance of 1635.83 feet to an iron pipe; thence continuing N 82° 09' 06" W for a distance of 2000.00 feet to an iron pipe; thence turning and running along property of James E. Johnson, Jr., N 08° 20' 40" E for a distance of 598.19 feet to an iron pipe; thence turning and continuing along said property N 81° 44' 35" W for a distance of 387.81 feet to an iron pipe; thence turning and continuing along said property S 08° 19' 01" W for a distance of 899.01 feet to an iron pipe; thence turning and running along property of John Alexander Porter, Marion Porter Crane and Benjamin Markley Porter, N 81° 41' 05" W for a distance of 486.23 feet to an iron pipe; thence turning and running along property of Mary Ella Rye Blank, N 05° 44' 20" E for a distance of 174.22 feet to an iron pipe; thence running along property of F. C. and B. R. Heape N 05° 44' 20" E for a distance of 279.74 feet to an iron pipe; thence continuing along said property N 09° 23' 06" E for a distance of 128.93 feet to an iron pipe; thence running along property of Jetty W. Rye, Life Estate, N 09° 26' 59" E for a distance of 650.82 feet to the point of BEGINNING.

PROPERTY 2

LOCATION: RICHLAND COUNTY, SOUTH CAROLINA

TOTAL ACREAGE: 25 ACRES, MORE OR LESS

LEGAL DESCRIPTION (39100-02-02):

All that certain piece, parcel, or lot of land, together with the improvements thereon, located in the lower township in the County of Richland, State of South Carolina, containing twenty-five (25) acres of land, and being the Western half of a Fifty (50) acre tract being described in a plat for D.M. Bynum by J.R. Seay dated January 29, 1918 and filed in Plat Book "C" at Page 255 and also being described as Parcel "A" on a plat prepared for Earnest Patterson and Susan Patterson by Claude R. McMillan, Jr. dated November 14, 1978 and recorded in the Office of the RMC for Richland County on June 17, 1980.

Said parcel being bounded on the North by land now or formerly of Freeman whereon it measures Three Hundred Ninety-Six (396') feet; on the South by land now or formerly of Bynum whereon it measures Three Hundred Ninety-Six (396') feet; on the East by land now or formerly of Susan Patterson whereon it measures Two Thousand Seven Hundred Seventy-Two (2772') feet; and on the West by land now or formerly of Bynum whereon it measures Two Thousand Seven Hundred Seventy-Two (2772') feet, be all measurements a little more or less.

SUBJECT TO: THE PERMITTED EXCEPTIONS AND THAT CERTAIN ORDER AND OPINION ENTERED MARCH 19, 2018 IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH CAROLINA COLUMBIA DIVISION ATTENDANT TO DOMINION ENERGY CAROLINA GAS TRANSMISSION, LLC'S EXERCISE OF ITS EMINENT DOMAIN POWERS PURSUANT TO THE NATURAL GAS ACT (CIVIL ACTION No.: 3:16-cv-01924-JMC).

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

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

1. Joinder to Fee Agreement.

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

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

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

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

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

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

4. Governing Law.

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

5. Notice.

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

[_____]

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

Date

Name of Entity

By:_____

Its:_____

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

RICHLAND COUNTY, SOUTH CAROLINA

By:_____

Its:_____

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A RESOLUTION

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

WHEREAS, Richland County Council adopted a resolution dated as of December 12, 2017 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to reaffirm its desire to have companies submit such annual reports and to update certain information regarding the submission of the annual reports.

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

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by no later January 31 of each year throughout the term of the incentives.

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

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;
- d. Age, race, gender, and county of residence of each employee at the facility or facilities in the County; and
- e. Average wage of the jobs created as a result of the project.

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

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

Section 4. Subject to Section 5 below, this Resolution amends and restates the Prior Resolution in its entirety and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

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

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

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

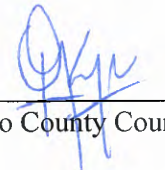
RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)

ATTEST:



Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

The Sponsor is entitled to an Infrastructure Credit against the FILOT Payments under this Fee Agreement to establish a fixed-level, annual fee in-lieu-of tax payment for the Project through the period ending on the Phase Termination Date for the final Phase of the Project.

Subject to the terms and conditions of this Fee Agreement, an Infrastructure Credit shall be applied to each annual FILOT Payment as calculated pursuant to Section 4.1 of this Fee Agreement (the “**Base FILOT Payment**”), so that the Sponsor pays an annual amount with respect to the Economic Development Property equal to the “**Net FILOT Payment**.” The annual Net FILOT Payment is equal to the Final Output (as defined below and expressed in MWac) of the Project multiplied by \$3,458.58. The annual Net FILOT Payment shall not be less than \$172,929 which is equal to a Final Output of the Project of 50 MWac multiplied by \$3,458.58 (“**Minimum Net FILOT Payment**”).

The Infrastructure Credit shall commence with the first FILOT Payment due under this Fee Agreement. In the event the Sponsor has placed the Project into service but has not certified the Final Output of the Project at the time the first FILOT Payment is due under this Fee Agreement, then for each year prior to certification of the Final Output of the Project, the Sponsor shall pay the Minimum Net FILOT Payment until it certifies Final Output. If, upon certification of Final Output, the Net FILOT Payment is greater than the Minimum Net FILOT Payment because the certified Final Output is greater than 50 MWac, then for each Minimum Net FILOT Payment the Sponsor made prior to certification of Final Output the Sponsor shall pay to the County the difference between (i) the Net FILOT Payment calculated using the certified Final Output that would have been due but for certification of Final Output, and (ii) the Minimum Net FILOT Payment. On and after certification of Final Output, the Sponsor shall pay the greater of (i) the Net FILOT Payment based on the actual Final Output of the Project and (ii) the Minimum Net FILOT Payment. The County shall not have any right to issue, nor receive any payment under, and the Sponsor shall have no obligation or duty to pay any amounts due under, any annual bill for a FILOT Payment, Net FILOT Payment or Minimum Net FILOT Payment with respect to the Project unless and until the County receives a certification from the Department with respect to the Economic Development Property associated with the Project.

In any year in which the Net FILOT Payment (or Minimum Net FILOT Payment, as applicable) is lower than the Base FILOT Payment, the Infrastructure Credit shall be applied to the Base FILOT Payment to reduce the Base FILOT Payment to the Net FILOT Payment (or Minimum Net FILOT Payment, as applicable) for such year. In years in which the Net FILOT Payment (or Minimum Net FILOT Payment, as applicable) is higher than the Base FILOT Payment, the assessment ratio applicable to the calculation of the Base FILOT Payment as set forth in Section 4.1(a)(ii) of the Fee Agreement shall be increased to a level sufficient for the Base FILOT Payment to equal the Net FILOT Payment (or Minimum Net FILOT Payment, as applicable). The Net FILOT Payment (Minimum Net FILOT Payment, as applicable) is in lieu of all *ad valorem* tax payments that would be due with respect to the Economic Development Property in the absence of this Fee Agreement.

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

“**Commercial Operation**” means the date that the Project starts producing and selling electrical energy in paying quantities, excluding the generation of electrical energy or other operations conducted before that date for purposes of maintenance and testing.

“**Final Output**” shall mean the final power output capacity of the Project as certified by a third-party, independent energy yield assessment prior to the Project reaching Commercial Operation and measured to the hundredth decimal point in MWac. The Sponsor shall report the Final Output to the County

in writing within 30 days of receiving the certified Final Output, and upon receipt of the Final Output, the County will determine the Net FILOT Payment.

“MWac” means megawatts of alternating current.

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

EXHIBIT E (see Section 9.1)
LANDOWNERS

Broadacres, LLC, a South Carolina limited liability company (Tract 1, R39200-02-03)

Willie L. Patterson (Tract 2, 39100-02-02)



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**A RESOLUTION TO APPOINT AND COMMISSION
ALESSANDRO BUESCHER
AS CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY,
GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY,
DIVISION OF BUILDING INSPECTIONS**

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

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

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

ADOPTED THIS 8th DAY OF July, 2025.

Jesica Mackey, Chair
Richland County Council
ATTEST this 8th day of July, 2025

Anette A. Kirylo
Richland County Clerk of Council



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

RESOLUTION

**A RESOLUTION TO APPOINT AND COMMISSION
MATTHEW MIZELL**

**AS CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY,
GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY,
DIVISION OF BUILDING INSPECTIONS**

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

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

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

ADOPTED THIS 8th DAY OF July, 2025.

Jesica Mackey, Chair
Richland County Council

ATTEST this 8th day of July, 2025

Anette Aquino Kirylo
Richland County Clerk of Council



REQUEST OF ACTION

Subject: FY26 - District 5 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$50,000** for District 5.

B. Background / Discussion

For the 2025 - 2026 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 FY26, Regular Council Meeting – June 17, 2025: Establish Hospitality Tax discretionary accounts for each district in FY26 at the amount of \$82,425. Move that up to \$300,000 of unallocated district specific H-Tax funding for FY24-25 be carried over and added to any additional funding for FY25-26.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY26 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 5 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2025 Remaining	\$ 275
Trustus Theatre	\$ 50,000
Total Allocation	\$ 50,000
FY26 Approved Allocations YTD	\$ 0
Remaining FY2026 Balance	\$ 32,700

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022
- 3rd Reading of the Budget FY24- June 6, 2023
- 3rd Reading of the Budget FY25- June 18, 2024
- 3rd Reading of the Budget FY26- June 17, 2025

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.



Richland County Council

STATEMENT OF RECUSAL

In accordance with Section 8-13-700(B) [provides in part that no public official, public member or public employee may make, participate in making, or in any way attempt to use their official office, membership or employment to influence a governmental decision in which they, a member of their immediate family, an individual with whom they are associated, or a business with which they are associated has an economic interest.], I hereby recuse myself from all votes, deliberations and other action on the following matter(s):

(Please add agenda Item number and description):

16 C - Project Momentum (authorizing the
expansion of the boundaries of I-77...)

REASONS FOR DISQUALIFICATION:

My parent company represents the
applicant.

Jessica Mackey / Jessica Mackey
Print and sign your name

Anette A. King
Print and sign your name

7-8-25
Date

7-8-25
Date received by Clerk Dept.