

RICHLAND COUNTY

REGULAR SESSION

AGENDA



TUESDAY JUNE 21, 2022

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2021-2022



Deirek Pugh
District 2



Bill Malinowski
District 1



Overture Walker
District 8
Chair



Gretchen Barron
District 7



Yvonne McBride
District 3



Paul Livingston
District 4



Allison Terracio
District 5



Joe Walker, III
District 6



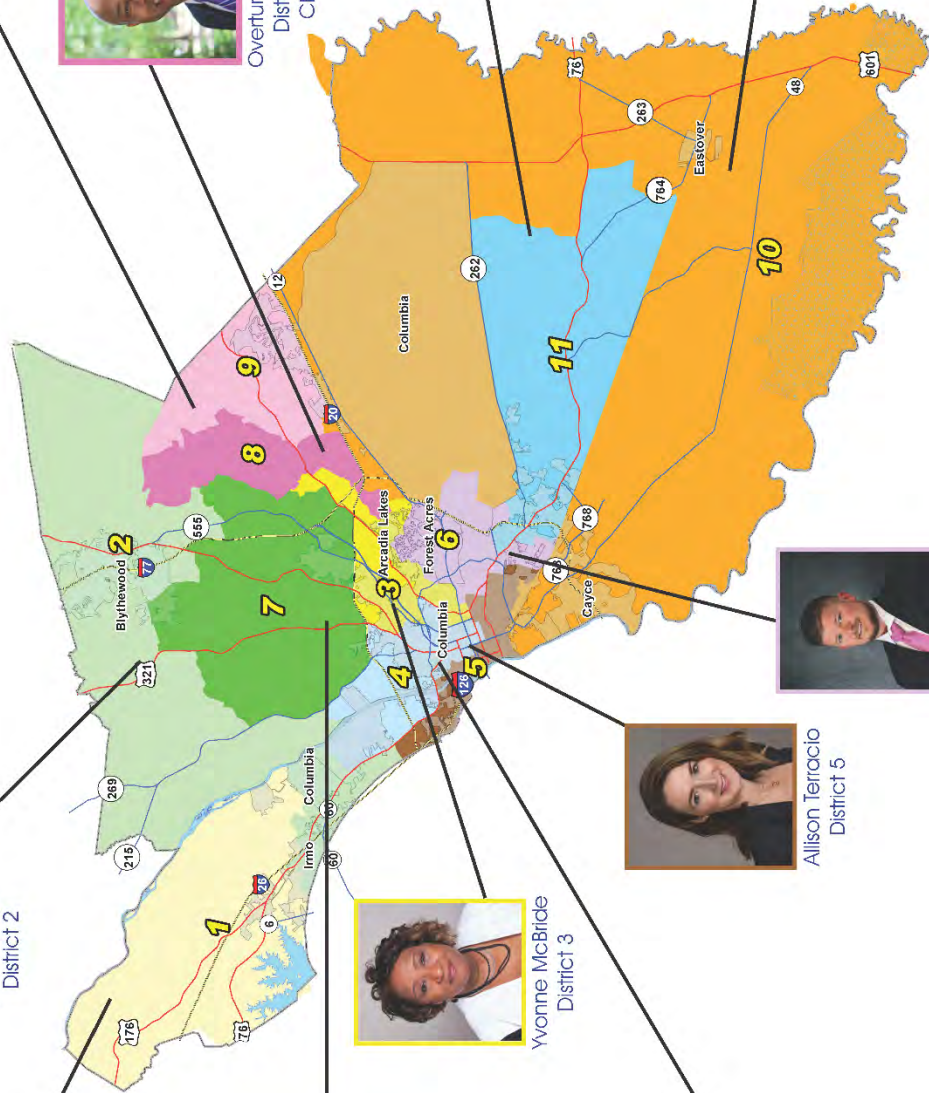
Chakisse Newton
District 11



Cheryl English
District 10



Jessica Mackey
District 9
Vice Chair





**Richland County
Regular Session**

AGENDA

June 21, 2022 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER**

The Honorable Overture Walker,
Chair Richland County Council

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

The Honorable Bill Malinowski
 3. **PLEDGE OF ALLEGIANCE**

The Honorable Bill Malinowski
 4. **PRESENTATION OF PROCLAMATIONS**
 - a. A Proclamation recognizing June as National Safety Month
The Honorable Jesica Mackey
 - b. Proclamation Recognizing County Environmental Education Analyst Chanda Cooper
The Honorable Jesica Mackey
 - c. A Proclamation Recognizing June as Pride Month
The Honorable Derrek Pugh
The Honorable Allison Terracio
 5. **APPROVAL OF MINUTES**

The Honorable Overture Walker

 - a. Special Called: May 26, 2022 [PAGES 7-25]
 - b. Regular Session: June 7, 2022 [PAGES 26-41]
 6. **ADOPTION OF AGENDA**

The Honorable Overture Walker
 7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS**

Patrick Wright,
County Attorney
- After Council returns to open session, council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly noticed meeting.*
- a. Alvin S. Glenn Detention Center

- b. Review of Boards, Commissions and Committees Not Currently Active

8. CITIZEN'S INPUT

The Honorable Overture Walker

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

9. CITIZEN'S INPUT

The Honorable Overture Walker

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

**10. REPORT OF THE COUNTY ADMINISTRATOR
[PAGES 42-44]**

Leonardo Brown,
County Administrator

- a. Coronavirus Update
- b. Other Updates

11. REPORT OF THE CLERK OF COUNCIL

Anette Kirylo,
Clerk of Council

- a. Proposed 2023 Council Retreat Date and Location
- b. Strategic Planning Work Session: June 23, 2022

12. REPORT OF THE CHAIR

The Honorable Overture Walker

13. SECOND READING ITEMS

The Honorable Overture Walker

- a. An Ordinance Amending Ordinance # 05-53.5-21 Amending the Richland County Code of Ordinances, so as to adopt the Richland County Land Development Code Rewrite; and to replace Chapter 26, Land Development amending the effective dates of its provision and clarification of interim procedures [PAGES 45-49]
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Greens to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; authorizing the administration of grants; approving the transfer of certain real property; and other related matters [PAGES 50-95]

14. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Piecemaker; identifying the project; and other matters related thereto [PAGES 96-97]
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Piecemaker to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING] [PAGES 98-129]

15. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Gretchen Barron

a. ITEMS FOR ACTION

- 1. Board, Commission and Committee Descriptions [PAGES 130-155]
- 2. Online Boards, Commissions and Committees Attendance Form [PAGES 156-157]

16. OTHER ITEMS

The Honorable Overture Walker

- a. A Resolution to appoint and commission Christina Elizabeth Adams as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [PAGE 158]
- b. Optional Employer Participation Resolution for Participation in the State Insurance Benefits Program [PAGES 159-160]

17. EXECUTIVE SESSION

Patrick Wright,
County Attorney

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

18. MOTION PERIOD

- a. To rename the Discretionary Grants Committee to the Community Impact Grant Committee, and add additional Council members to the committee. This comes from Council's recent budget motion to allocate an additional \$300,000 to the committee and develop a process that creates accountability and transparency

The Honorable Jesica Mackey

19. ADJOURNMENT



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



Richland County Council

MINUTES

Special Called Meeting
2nd Reading – FY23 Budget
May 26, 2022 – 6:00 PM
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Overture Walker, Chair; Jesica Mackey, Vice Chair, Bill Malinowski, Yvonne McBride, Paul Livingston, Allison Terracio, Joe Walker, Gretchen Barron, Cheryl English and Chakisse Newton

OTHERS PRESENT: Michelle Onley, Lori Thomas, Tamar Black, Angela Weathersby, Ashiya Myers, Stacey Hamm, Steven Gaither, Denise Teasdell, Michael Maloney, Dale Welch, Sandra Haynes, Michael Byrd, Kyle Holsclaw, Leonardo Brown, Allen Brown, Anette Kirylo, Aric Jensen, Randy Pruitt, Jennifer Wladischkin, Dwight Hanna and Abhijit Deshpande

1. **CALL TO ORDER** – Chairman O. Walker called the meeting to order at approximately 6:00 PM.

2. **ADOPTION OF AGENDA** – Ms. Barron moved, seconded by Ms. Mackey, to adopt the agenda as published.

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

Not Present: Pugh

The vote in favor was unanimous.

3. **SECOND READING**

a. **An Ordinance to raise revenue, make appropriations, and adopt an Annual Budget (FY2023) for Richland County, South Carolina for Fiscal Year beginning July 1, 2022 and ending June 30, 2023. So as to raise revenue, make appropriations and Amend the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2022 and ending June 30, 2023** – Ms. English moved, seconded by Ms. Barron, to approve this item.

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

Not Present: Pugh

The vote in favor was unanimous.

b. **An Ordinance authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount**

appropriated by the Richland County Council prior to July 1, 2022 will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2022 through June 30, 2023 – Ms. Barron moved, seconded by Ms. English, to approve this item.

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

Not Present: Pugh

The vote in favor was unanimous.

4.

Millage Agencies

1. ***Richland County Recreation Commission (Recommended: \$16,063,900)***
2. ***Columbia Area Mental Health (Recommended: \$2,584,000)***
3. ***Public Library (Recommended: \$30,868,000)***
4. ***Riverbanks Zoo and Gardens (Recommended: \$2,574,000)***
5. ***Midlands Technical College – Operating (Recommended: \$7,250,700)***
6. ***Midlands Technical College – Capital (Recommended: \$3,861,000)***
7. ***School District One (Recommended: \$239,797,217)*** – Ms. Barron moved, seconded by Mr. Malinowski, to approve Items 1-7 at the no mill increase amount.

Mr. Livingston stated, for the record, he will be voting against these items on Second Reading because several of these agencies would be funded at a lower amount than the previous year. Therefore, he wants an opportunity to determine the impact it would have on the agencies before Third Reading.

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

Opposed: Livingston

Not Present: Pugh

The vote was in favor.

8. ***School District Two (Recommended: \$169,467,321)*** – Mr. Malinowski moved, seconded by Ms. Barron, to defer this item.

Mr. Livingston inquired how the motion for deferral will affect moving forward.

Mr. Leonardo Brown, County Administrator, responded Council has time to make a decision, but the item would be out of sequence with the rest of the budget.

**2nd Reading – Budget Meeting
May 26, 2022**

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Mr. Malinowski withdrew his motion.

Mr. Malinowski moved, seconded by Mr. J. Walker, to approve this item at the no mill increase amount.

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

Opposed: Livingston

Not Present: Pugh

The vote was in favor.

GRANTS

9. ***Accommodations Tax (Approval of A-Tax Committee recommendation; \$400,000)*** – Ms. Mackey moved, seconded by Ms. English, to approve this item.

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

Not Present: Pugh

The vote in favor was unanimous.

10. ***Hospitality Tax (Approval of Reserve for Future Years/Contingency funding level: \$150,000)*** – Mr. Livingston moved, seconded by Ms. Mackey, to approve this item.

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

Not Present: Pugh

The vote in favor was unanimous.

11. ***Hospitality Tax (Approval of Transfers Out funding level: \$4,487,750)***

12. ***Hospitality Tax (Approval of the funding level for Columbia Museum of Art for FY23: \$791,705)***

14. ***Hospitality Tax (Approval of the funding level for EdVenture for FY23: \$423,333)***

15. ***Hospitality Tax (Approval of the funding level for Township Auditorium for FY23: \$385,000)***

16. ***Hospitality Tax (Approval of the funding level for Columbia Metropolitan Convention Center and Visitor's Bureau at FY 22 level: \$201,091)***

17. ***Hospitality Tax (Approval of the funding level for Columbia International Festival at FY22 level: \$166,344)***

18. ***Hospitality Tax (Approval of SERCO funding at FY22 level: \$150,000)***

2nd Reading – Budget Meeting
May 26, 2022

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19. Hospitality Tax (Approval to carry over any unexpended funds from the Gateway Pocket Park/Blight Removal Project to FY23 budget: \$250,000)

20. Hospitality Tax (Approval to carry over any unexpended funds from the Historical Corridor to FY23 budget: \$372.715) – Ms. McBride moved, seconded by Ms. English to approve Items 11-20.

Ms. Barron requested to remove Item 13.

Mr. Malinowski requested to remove Items 12 and 14.

Mr. O. Walker stated, for clarification, the motion now is for Items 11 and 15-20.

Mr. Malinowski inquired if the projected Hospitality Tax revenue is more or less than last year.

Mr. Abhijit Deshpande, Budget and Grants Management Director, responded the projected revenue is greater than last year.

Mr. Malinowski inquired if the agencies are receiving the same amount as last year.

Mr. Deshpande responded in the affirmative.

Mr. Malinowski stated he does not understand why it indicates “use of the fund balance will be affected” if we are taking in more revenue and we are funding the agencies at the same amount.

Mr. Deshpande responded Administration does not have a recommendation, but the base use of fund balance will be affected. The projected use is \$1.186M.

Mr. Malinowski inquired about the amount of the current fund balance.

Mr. Deshpande responded the current fund balance is not listed, but he can provide that amount to Council.

Mr. Malinowski withdrew his request to remove Items 12 and 14.

Mr. O. Walker stated, for clarification, the motion is for Items 11-12 and 14-20.

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

Opposed: Malinowski

Not Present: Pugh and J. Walker

The vote was in favor.

13. Hospitality Tax (Approval of the funding level for Historic Columbia Foundation for FY23: \$406,810) – Ms. Barron moved, seconded by Ms. Mackey, to fund Historic Columbia Foundation at \$506,810, which is an increase of \$100,000 from their previous years. She noted this organization manages our buildings.

Mr. Malinowski noted the County funds these organizations, but there is not a budget report provided back to the County on how these funds are spent.

Ms. Terracio stated she can see the downward trend of the organization's funding amount. She inquired if the maker of the motion was attempting to return their funding to a certain level.

Ms. Barron noted Historic Columbia requested a \$200,000 increase. Although, the County may not be in a position to fully fund the request she was willing to compromise and recommend a \$100,000 increase.

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

Opposed: Malinowski

Not Present: Pugh and J. Walker

The vote was in favor.

- 21. Hospitality Tax (Approval of H-Tax Committee Recommendations: \$500,000)** – Ms. Mackey moved, seconded by Ms. Barron.

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

Opposed: Malinowski

Not Present: Pugh and J. Walker

The vote was in favor.

- 22. Hospitality Tax (Approval of Councilmember H-Tax Discretionary funding level: \$906,675)**

- 23. Hospitality Tax (Approve funding of \$60,000 to the Lower Richland Sweet Potato Festival for their annual festival in FY23: \$60,000)**

- 24. Hospitality Tax (Approval to carry over any unexpended funds from each Councilmember District to FY23 budget: N/A)**

- 25. Hospitality Tax (Approve Lake Murray Capital City as a Special Promotion Agency and appropriate funding: TBD)**

- 26. Neighborhood Redevelopment (Approval of Neighborhood Improvement Grant Recommendations: \$75,775)**

- 27. Conservation Commission (Approval of RC Conservation Commission Grant Recommendations: \$250,000)**

- 28. Various Grant Funded Depts. (Approval of department requests that are applying for external grants in FY23 and required matching of County funds: \$105,231,142)** – Ms. English moved, seconded by Ms. Terracio, to approve Items 22-28.

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

Opposed: Malinowski

Not Present: Pugh and J. Walker

The vote was in favor.

Mr. Brown noted Item 25 did not have an amount associated with it.

Ms. Newton stated, her understanding is, the primary objective was to make Lake Murray Capital City a Special Promotions agency.

Mr. Livingston confirmed Ms. Newton's statement.

Ms. McBride stated she does not feel comfortable approving the item without an amount being provided.

Mr. Livingston recommended approving \$150,000 for Lake Murray Capital City.

Mr. Malinowski indicated this agency is one of the two tourism promotion agencies approved by the State to bring tourism from Lake Murray down to the Congaree. We give a lot of money to some of these groups, some in the six figure amount, for one event. Here is a group working on behalf of the Midlands and Richland County the entire, and bringing numerous events.

Ms. Mackey moved, seconded by Ms. McBride, to approve \$150,000 for Item 25 (Lake Murray Capital City).

Ms. Barron inquired if this motion is in proper order since we have already approved the item.

Mr. Patrick Wright, County Attorney, responded the previous motion approved Lake Murray Capital City being added as a Special Promotions agency and the current motion is to appropriate a funding amount.

Ms. Barron stated this agency has been funded in the past; therefore, she inquired why they were not funded in the upcoming fiscal year.

Mr. Brown responded the agency was included, but this motion brought them to a different area in the budget.

Ms. Newton inquired if the agency will be receiving two allocations or was their funding moved in response to this motion.

Mr. Brown responded the agency will be eligible for one allocation under Special Promotions.

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

Not Present: Pugh and J. Walker

The vote in favor was unanimous.

GENERAL FUND

29. County Departments (Approve Projected General Fund Revenue as presented in the FY23 Recommended Budget Book: \$189,747,431)

30. County Departments (Approve total General Fund Transfers in as presented in the FY23 Recommended Budget Book: \$3,025,000)

- 31. County Departments (Approve Projected Use of General Fund Balance to support overall General Fund expenditure as presented in the FY23 Recommended Budget Book: \$3,992,503)** – Mr. Livingston moved, seconded by Ms. Barron, to approve the Administrator’s recommendations for Items 29-31.

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

Not Present: Pugh and J. Walker

The vote in favor was unanimous.

- 32. County Departments (Approve change in the County’s health insurance carrier from CIGNA Health Care to the SC State Health Plan (PEBA): -\$3,698,357)**

Ms. Mackey moved, seconded by Ms. Barron, to approve the Administrator’s recommendation for this item.

Ms. McBride thanked staff for their work on this matter and trying to save the County money while providing self-services to the staff. She believes in the long run this will hurt staff; therefore, she cannot support this motion.

Mr. Malinowski requested staff to address Ms. McBride’s concerns.

Mr. Brown stated, when you look at the breakdown, it shows the annual savings. This year the County is projected to save \$3.6M, and the County is reinvesting \$4.2M in a cost of living adjustment for the employees.

Ms. Barron stated, for clarification, we are increasing the insurance costs to the employees and then turning around and giving them a raise. She noted she could see staff viewing that as we gave them a raise, and then took it back with increased insurance premiums. This is not the message she wants to send to the employees.

Mr. Brown stated no one necessarily likes this conversation. Richland County’s health plan, by analysis from agencies over the past few years, has told us we have a rich health plan. Part of the reason we struggle with the healthcare costs is because we have a high risk health pool, the claims themselves, and the richness of the plan drives up the costs. This restricts the ability to affect other compensation. He noted staff was told if we kept the health plan the same this year, they could expect premiums to go up because the healthcare carrier has indicated they have lost over \$9M. In this instance, employees will not pay higher rates. The County will be covering the deductibles for the employees and dependents. There may be a few individuals, because of their health plan choices, that may have some additional costs. If we do not make a change, we will all be paying increased costs because the County will not be able to absorb the costs.

Ms. Barron inquired about the percentage of staff that responded to the County’s survey regarding health insurance.

Mr. Brown responded he does not have the specific percentage. He noted there were several meetings with current employees and retirees. Due to it being a group health plan, there are going to be some individuals that are supportive and others that are not.

Ms. Terracio inquired about the average impact on out-of-pocket costs.

Mr. Brown responded they have provided information to the employees regarding the plan's costs and the difference between the current plan and the proposed plan.

Ms. Newton stated, her understanding is, when the proposal was presented to Council, one of the things you did was solicit addition insurance quotes from other providers. Based upon the research, the PEBA Plan was the best.

Mr. Brown responded the PEBA Plan offered individual cost savings to the employee and the County. The other plans did not. At worst there would be an increase, and at best there would be no cost increase, which we do not expect. He indicated the current provider wanted the County to go from an 80/20 Plan to a 70/30 Plan. The premium costs would be the same, but the co-insurance amount would change. Something was going to have to change because the funding structure does not support our utilization as an agency.

Ms. Newton stated, for clarification, as a part of the transition, the County will be picking up deductibles so employees will not have extra out-of-pocket costs.

Mr. Brown responded in the affirmative.

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

Opposed: McBride

Not Present: Pugh and J. Walker

The vote was in favor.

33. County Departments (Approve increasing the minimum entry-level annual wage to \$32,210 [\$16.52 per hour] for full-time and part-time positions to be implemented by August 5, 2022: \$712,197)

34. County Departments (Approve 4% pay raise for Richland County's full-time and part-time employees excluding certified detention officers to be implemented by September 2, 2022: \$4,281,128)

35. County Departments (Approve on average 7.24% pay raise for Richland County's certified detention officers to be implemented by September 2, 2022: \$943,119)

36. County Departments (Approve independent Procurement Department: N/A)

37. County Departments (Approve independent Grant Department: N/A) – Mr. Malinowski moved, seconded by Mr. Livingston, to approve the Administrator's recommendations for Items 33-37.

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

Not Present: Pugh and J. Walker

The vote in favor was unanimous.

38. Transfer Out (Approve General Fund Operating Transfers Out as presented in the FY23 Recommended Budget Book: \$10,395,758) – Ms. Mackey moved, seconded by Mr. Livingston, to approve the Administrator’s recommendations for Items 38-39.

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

Not Present: Pugh and J. Walker

The vote in favor was unanimous.

39. County Departments (Approve General Fund New Positions and Reclassifications requests by Departments as presented in the FY23 Recommended Budget Book: \$872,126)

40. County Departments (Approve Other Fund New Positions requests by Departments as presented in the FY23 Recommended Budget Book: \$735,719)

41. Discretionary Grant (Approve total of \$200,000 in discretionary grant committee recommendations: \$200,000) – Ms. McBride moved, seconded by Ms. Mackey, to approve the Administrator’s recommendations for Items 40-42.

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

Not Present: Pugh and J. Walker

The vote in favor was unanimous.

42. Discretionary Grant (Approve additional \$300,000 in discretionary grant committee recommendations: \$300,000) – Ms. Mackey moved, seconded by Ms. Newton, to approve this item.

Ms. Mackey indicated this is an effort to streamline the process of giving to non-profits and allowing additional funds to be used through discretionary grants to applicants who complete the application process.

Mr. Malinowski inquired how we are going to determine who receives the funds.

Ms. Mackey responded this is an additional amount given to the committee. The committee will reconvene and decide how the funding will be awarded.

Mr. Deshpande stated \$2.8M was requested. The fund balance is currently \$3.9M and the \$300,000 will come out of fund balance.

Mr. Malinowski inquired, if this motion is approved, where it will leave the fund balance.

Mr. Deshpande responded the fund balance will still be in the acceptable range.

Mr. Malinowski stated there are several upcoming motions that will affect the fund balance.

Mr. Deshpande stated all of the motions will decrease the fund balance by approximately \$665,000, which is still within the acceptable range of 20%-35%. He noted we are on the tail end of the range.

Ms. Mackey stated motions further down on the motions list address everything listed on pp. 28-30 in the budget book, and having those agencies apply via ARPA funds.

Mr. Malinowski stated, for clarification, Ms. Mackey's motions result in a net neutral affect.

Ms. Mackey responded in the affirmative.

Ms. Newton stated, it would actually be a net savings, and not net neutral.

Ms. Terracio inquired if the intent is for the same committee to meet or will be given a chance to look at the committee and potentially reform.

Ms. Mackey responded, her intent is, to submit a motion, which will be taken up at an upcoming Council meeting, to address redefining the committee.

Mr. Malinowski inquired as to what happens in the future when there are no more ARPA funds.

Ms. Mackey responded we, as a body, have to strategically decide what we want to focus on.

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

Not Present: Pugh and J. Walker

The vote in favor was unanimous.

43. Contractual & Statutory Grant (Approve funding the Central Midlands COG for FY23: \$200,826)

44. Contractual & Statutory Grant (Approve funding the City Center Partnership for FY23: \$47,500)

45. Contractual & Statutory Grant (Approve funding LRADAC for FY3: \$600,000) – Mr. Livingston moved, seconded by Ms. Newton, to approve Items 44-46.

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

Not Present: Pugh and J. Walker

The vote in favor was unanimous.

56. Lump Sum Agencies (Move to fund the following organizations [listed in Lump Sum Appropriations] via ARPA funds up to \$1,150,000 – (a) Capital Senior Center [\$180,000]; (b) Columbia Urban League [\$100,000]; (c) Senior Resources [\$548,046]; (d) Transitions Homeless Center [\$100,000]; (e) Greater Columbia Community Relations [\$95,250]; and (f) Palmetto AIDS Life Support [\$90,000]: \$1,113,296) – Ms. Mackey stated Item 47 is slightly out of order. If Item 56 was addressed prior to taking up Item 47, it would cover the agencies listed on pp. 28-30 in the budget book. She noted she did not list all of them, but it is all of the agencies that requested funding.

Ms. Mackey moved, seconded by Ms. Terracio, to approve Items 47 and 56.

Mr. Malinowski stated, for clarification, Item 47 would be for the agencies that have requested funding, but some of the agencies in Item 56 have not requested funding.

Ms. Mackey responded she believes all of the agencies have requested funding.

Mr. Malinowski noted there is not a requested amount listed for the Columbia Urban League.

Mr. Deshpande responded the Columbia Urban League requested funding during the Budget Public Hearing, but not in writing.

Mr. Malinowski stated many of the agencies requested funding at the public hearing, but did not indicate a funding amount. He inquired how we determine the amount of funding to provide.

Mr. Livingston responded the funding will be based on the amount they received in the last 10 years.

Mr. Malinowski noted there is not a funding amount listed for Palmetto AIDS Life Support.

Mr. Deshpande responded he believes Palmetto AIDS Life Support applied for ARPA funds. After consulting with budget staff, it was determined they did not submit an application.

Ms. Mackey stated the motion is to allow the agencies to get funding from ARPA, instead of the General Fund.

Ms. Barron stated the Coronavirus Ad Hoc Committee has worked hard, and diligently, for months to prioritize funding and look at specialized categories. It is somewhat hard to swallow this process, as the requests have come through the committee and now they are coming before Council as a budget line item. She supports the lump sum items being funding, but she thinks we need to stay true to our process.

Ms. Newton inquired if Item 56 is only covering the agencies listed or is the idea that all the agencies on the budget motion list for lump sum would come before the committee for ARPA fund priority determination.

Ms. Mackey responded organizations that requested funds would have priority consideration for ARPA funds. As Ms. Barron stated the Coronavirus Ad Hoc Committee met and there is a section where there \$16M set aside for community, which is broken down into different areas. When the recommendation from the Coronavirus Ad Hoc Committee comes before Council, and we approve it, there is a process where funds are open to everyone. The organizations that have already requested funding will get priority consideration.

Ms. Newton stated, for example, if we look at Item 48, which is a lump sum appropriation for the Therapy Place, they would qualify for funding through ARPA. Therefore, her question is the intent of the motion that all of the agencies, whether the agency requested the funds, or a Council member is requesting the funds, would receive priority consideration or only the agencies listed in Item 56.

Ms. Mackey responded any agency that requested funding.

Ms. McBride stated, once we decide whether we are going to approve funding requests through motions, then we would determine if they are eligible to be funded with ARPA funds instead of through lump sum appropriations.

Mr. Deshpande responded it will depend on when we received the organizations application.

Ms. McBride stated, if the agencies are not eligible for ARPA funds, then we would use lump sum appropriations.

Mr. Brown stated, for clarification, Item 56 states, *“Move to fund the following organizations via ARPA funds”* and Item 47 states, *“Provide priority consideration for remaining Lump Sum Appropriations agencies”*. Ms. McBride’s motions are all lump sum agencies that she is requesting to be funded. Ms. Mackey’s motion ((Item 47) would impact those by saying they would not receive General Fund dollars. They would receive priority consideration for ARPA or Discretionary Grant fund dollars.

Mr. Livingston made a substitute motion, seconded by Mr. Malinowski, to approve Item 56 and leave it up to the Administrator to determine which funding source to utilize.

Ms. McBride moved to amend the substitute motion to include Items 48-49 and 51-53.

Ms. Mackey requested the funding total before we move forward.

Mr. Deshpande responded it is an additional \$236,000.

Mr. Malinowski stated the total requested funds in Item 56 is \$1,113,296, which leaves only leave \$36,704 for anyone else. If Council needs to follow the process, the agencies need to submit a written request, not a verbal request during the public hearing.

Mr. Brown noted the process we are talking about is the motions process, which Council has utilized in the past.

Ms. English stated the agencies her motions were based on were under the impression their requests would automatically rollover, and they did not.

Mr. Brown responded, each year, agencies are notified they have to request funding.

Ms. English stated she was informed they were not notified.

Mr. Brown stated, for clarification, we want the funds to come from ARPA dollars. If they do not come from ARPA dollars, they would need to come from another funding source, so you would have to clarify if you mean General Fund dollars.

Ms. Barron noted the motion to amend the substitute motion did not receive a second.

Mr. O. Walker stated, for clarification, Mr. Livingston agreed to accept the friendly amendment without the increase of \$15,000 for Item 54. Ms. McBride removed Item 54 from the friendly amendment.

Ms. McBride responded this would not affect the lump sum funds because it would be coming from ARPA funds.

Mr. Livingston stated his motion is to handle the ARPA or lump sum allocations the same way we did last time.

Mr. Brown stated if the intent is for the agencies to have an option that will create issues because we have agencies that qualify for ARPA funds, but do not want to receive ARPA funds.

Mr. Livingston responded we would not give the agencies an option on which funds they receive.

Ms. Barron stated we are only speaking about organizations funded. New organizations are not being considered to be funded, so what are we suggesting to those organizations.

Ms. Mackey responded there is another motion that addresses those organizations. The intent of her motions for Items 47 and 56 is to create accountability and transparency for all of us. We have some organizations which take the time to follow the rules and deadlines and apply through the application process. Then we have other organizations that go to councilmembers to make their request through lump sum appropriations. She is attempting to create a process that is clear for everyone. If a Councilmember submit a lump sum allocation, it is not staff's responsibility to notify the agency, but if there is a unified process then everyone will have the same opportunity and be on the same page.

Ms. McBride's motion to amend the substitute motion died for lack of a second.

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

Opposed: Malinowski

Not Present: Pugh and J. Walker

The vote was in favor of Item 56.

47. Lump Sum Agencies (Provide priority consideration for remaining Lump Sum Appropriations agencies [that have requested funds] via ARPA funds [Community Grant and Public Private Partnership] and/or additional Discretionary Grant funds: N/A) – Ms. Mackey moved, seconded by Ms. English, to approve this item.

Ms. Barron stated, for clarification, this motion only applies to agencies that applied/requested funding last year. She inquired as to what we are saying to the organizations that made requests in this fiscal year.

Ms. Mackey responded the agencies that applied or requested funding will get priority consideration, but there is still funding in ARPA available for other agencies.

Ms. Barron inquired if an organization requested funding out of the FY23 budget they will be given priority consideration.

Ms. Mackey responded in the affirmative.

Ms. Terracio inquired if the organizations listed on pp. 28-30 are the sum total of organizations that have made a FY23 request.

Mr. Deshpande responded in the affirmative.

Ms. Terracio noted she has an organization that is not listed.

Mr. Brown responded the organizations listed on pp. 28-30 submitted applications prior to the budget book being printed. There are other organizations that made requests, and will be given priority consideration, which are not listed in the budget book.

Ms. Newton inquired about how much ARPA funding will remain after all of the priority appropriations have been allocated.

Ms. Barron responded the Coronavirus Ad Hoc Committee dedicated \$16M to the community, with specific needs outlined (i.e. community safety, senior needs, etc.) We will have to determine what “pot” to take the allocations from.

Ms. Newton inquired if the only guidance we are going to give, as part of this motion, priority consideration or are we going to further specify what it means.

Ms. Mackey responded the intent of her motion is for the agencies to have priority consideration.

Mr. Malinowski inquired if there was a deadline for lump sum appropriation requests to be submitted to the County.

Mr. Deshpande responded there was a deadline.

Mr. Malinowski inquired if we are using the official County deadline verbiage.

Ms. Mackey noted there was a deadline for discretionary funds, but she was not aware of a deadline for lump sum appropriations. There has never been a deadline advertised because of the manner in which lump sum appropriations are made. She noted we need to start moving in the direction of providing a deadline.

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

Not Present: Pugh and J. Walker

The vote in favor was unanimous.

- 48. Lump Sum Agencies (Approve funding of \$20,000 to the Therapy Place towards its operating expenditure in FY23: \$20,000)**
- 49. Lump Sum Agencies (Approve funding of \$81,000 to the Communities in Schools towards their program expenditure in FY23: \$81,000)**
- 51. Lump Sum Agencies (Approve funding the Antioch Senior Center for FY23: \$40,000)**
- 52. Lump Sum Agencies (Approve funding for the Greenview Swim Team for FY23: \$20,000)**
- 53. Lump Sum Agencies (Approve funding the St. John CDC for FY23: \$75,000)**
- 54. Lump Sum Agencies (Approve to increase the Wiley Kennedy Foundation to \$75,000 in FY23 [increase of \$15k]: \$75,000) – Ms. McBride moved, seconded by Ms. English, to approve Items 48-49, 51-55 and utilize ARPA funds in place of General Fund Lump Sum funds where appropriate.**

Ms. Terracio stated, for clarification, if the appropriations qualify for ARPA funds they will fall into the buckets they belong in.

Ms. Barron responded in the affirmative.

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

Opposed: Malinowski and Mackey

Not Present: Pugh and J. Walker

The vote was in favor.

- 50. Council Services (Approve increasing the amount of each Councilmember District's discretionary operating expenditure from \$10,000 to its previous amount of \$15,000: \$55,000) – Ms. English moved, seconded by Mr. O. Walker, to approve this item.**

In Favor: McBride, O. Walker and English

Opposed: Malinowski, Livingston, Terracio, Barron, Mackey and Newton

Not Present: Pugh and J. Walker

The motion failed.

Ms. Mackey moved, seconded by Ms. Terracio, to approve Council Services at last year's funding amount.

Ms. Terracio inquired if the Councilmembers are depleting their district discretionary accounts at the current funding level.

Ms. Kirylo responded Councilmember are still within their discretionary funding limits for FY22.

In Favor: Malinowski, Livingston, Terracio, Barron and Mackey

Opposed: McBride, O. Walker, English and Newton

Not Present: Pugh and J. Walker

The vote was in favor.

- 55. County Departments [Public Safety] (Appropriate a contingency of up to \$3,000,000 of American Rescue Plan Funds for potential Public Safety initiatives. These funds would be a transfer to the General Fund on a reimbursement basis.) – Ms. English moved, seconded by Ms. Mackey, to approve this item.**

Mr. Livingston inquired if the requests will come back to Council for approval.

Mr. Brown responded in the affirmative.

Ms. Newton inquired, if we approve the ARPA contingency funds, what will be the reserve fund balance.

Mr. Brown responded no more than \$5M.

Ms. Barron stated, at the conclusion of the last Coronavirus Ad Hoc Committee meeting, there was an estimated reserve amount of \$6.8M. She noted, her understanding is, the contingency funding will not come out of the reserve fund, but each categories proposed funding.

Mr. Brown responded the budget motions that utilize ARPA dollars will come out of the ARPA reserve funding.

Ms. Barron respectively disagreed because these are non-profit organizations that would qualify in the various proposed categories of ARPA funding.

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

Opposed: Terracio

Not Present: Pugh and J. Walker

The vote was in favor.

SPECIAL REVENUE FUNDS

- 57. Economic Development (Appropriate funding to approve Economic Department Budget: \$3,527,095)***
- 58. Emergency Telephone System (Appropriate funding to approve Emergency Telephone System Budget: \$6,405,101)***
- 59. Fire Services (Appropriate funding to approve Fire Services Budget: \$31,067,584)***
- 60. Hospitality Tax (Appropriate funding to approve Hospitality Tax Budget: \$8,986,312)***
- 61. Accommodations Tax (Appropriate funding to approve Accommodations Tax Budget: \$425,000)***
- 62. Transportation Tax (Appropriate funding to approve Transportation Tax Budget: \$80,000,000)-***
- 63. Neighborhood Redevelopment (Appropriate funding to approve Neighborhood Redevelopment Budget: \$909,330) -***
- 64. Public Defender (Appropriate funding to approve Public Defender Budget: \$5,426,423)***
- 65. Title IVD- Sheriff's Fund (Appropriate funding to approve Title IVD-Sheriff's Fund Budget: \$55,563)***
- 66. School Resource Officers (Appropriate funding to approve School Resource Officers Budget: \$6,957,345)***
- 67. Victim's Assistance (Appropriate funding to approve Victim's Assistance Budget: \$1,276,505)***

- 68. ***Tourism Development (Appropriate funding to approve Tourism Development Budget: \$1,253,120)***
- 69. ***Temporary Alcohol Permits (Appropriate funding to approve Temporary Alcohol Budget: \$172,168)***
- 70. ***Stormwater Management (Appropriate funding to approve Stormwater Management Budget: \$3,732,147)***
- 71. ***Conservation Commission (Appropriate funding to approve Conservation Commission Budget: \$1,139,178)***
- 72. ***Road Maintenance (Appropriate funding to approve Road Maintenance Budget: \$8,139,572)***
- 73. ***Stormwater Management (Approve funding the Congaree River Keeper for FY23: \$20,000)***
- 74. ***Temporary Alcohol Permits (Approve funding the River Alliance for FY23: \$53,000)*** – Ms. Newton moved, seconded by Mr. Livingston, to approve Items 57-74.

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

 Not Present: Pugh and J. Walker

 The vote in favor was unanimous.

DEBT SERVICE

- 75. ***General Obligation Debt Service (Appropriate funding to fund debt service: \$20,208,361)***
- 76. ***Fire Bond Debt Service (Appropriate funding to fund debt service: \$545,000)***
- 77. ***Hospitality Refund 2013A B/S [Special Assessment] (Appropriate funding to fund debt service: \$1,487,750)***
- 78. ***RFC-IP Revenue Bond 2019 (Appropriate funding to fund debt service: \$1,604,144)***
- 79. ***School District I Debt Service (Appropriate funding to fund debt service: \$61,071,918)***
- 80. ***School District II Debt Service (Appropriate funding to fund debt service: \$64,215,424)***
- 81. ***Recreation Commission (Appropriate funding to fund debt service: \$3,769,189)***
- 82. ***Riverbanks Zoo & Garden (Appropriate funding to fund debt service: \$2,556,463)***
- 83. ***East Richland Public Service Dist. [Sewer] (Appropriate funding to fund debt service: \$1,438,561)***
- 84. ***Transportation Bonds (Appropriate funding to fund debt service: \$14,433,250)*** – Ms. Newton moved, seconded by Ms. Barron, to approve Items 75-84.

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

Not Present: Pugh and J. Walker

The vote in favor was unanimous.

ENTERPRISE FUNDS

87. *Solid Waste Enterprise Fund (Approve funding the Keep the Midlands Beautiful for FY23: \$42,900)*

88. *Richland County Utilities (Appropriate funding to approve Richland County Utilities Budget: \$13,820,000)*

89. *Hamilton-Owens Airport Operating (Appropriate funding to approve Airport Budget: \$581,724)* – Ms. McBride moved, seconded by Ms. Barron, to approve Items 85-89.

Ms. Newton requested to remove Item 85.

Mr. Malinowski stated the amount before for Item 86 is \$41,542,159, but in the budget book it was \$38,529,250. He inquired about the difference in amounts.

Mr. Deshpande responded the funding amount for Item 86 is contingent upon the new rate schedule being approved in Item 85.

Mr. Malinowski noted he did not see the \$42,900 for Keep the Midlands Beautiful listed in the budget book.

Mr. Deshpande responded the expenditures are summarized, so you will not see the line item.

Mr. O. Walker offered a friendly amendment to approve Items 87-89.

Ms. McBride accepted the amendment.

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

Not Present: Pugh and J. Walker

The vote in favor was unanimous.

85. *Solid Waste Enterprise Fund (Approve Proposed Increase in the FY23 Rate Schedule as presented by the Department in the Council Budget Work Session on May 5, 2022: N/A)* – Mr. Livingston moved, seconded by Mr. Malinowski, to approve this item.

Ms. Newton inquired what the new rates will be for the residents.

Mr. Deshpande responded the curbside rate will increase from \$26.98 to \$29.21, backyard customers' rates will decrease by \$0.01, and the landfill millage will increase from 3.40 mills to 3.59 mills to support County collection efforts. The approximate change will be \$0.76 annually.

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

2nd Reading – Budget Meeting

May 26, 2022

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Opposed: Malinowski and Newton

Not Present: Pugh and J. Walker

The vote was in favor.

86. *Solid Waste Enterprise Fund (Appropriate funding to approve Solid Waste Budget: \$41,542,159)* – Ms. McBride moved, seconded by Ms. Terracio, to approve this item.

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

Opposed: Malinowski

Not Present: Pugh and J. Walker

The vote was in favor.

5. **ADJOURNMENT** – Ms. Barron moved, seconded by Ms. Newton, to adjourn.

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

Not Present: Pugh

The vote in favor was unanimous.

The meeting adjourned at approximately 8:12 PM.



Richland County Council
REGULAR SESSION
MINUTES
June 7, 2022 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Overture Walker, Chair, Jesica Mackey, Vice-Chair, Bill Malinowski, Derrek Pugh, Yvonne McBride, Paul Livingston, Allison Terracio, Joe Walker, Gretchen Barron, Cheryl English and Chakisse Newton

OTHERS PRESENT: Kyle Holsclaw, Michael Byrd, Stacey Hamm, Dale Welch, Leonardo Brown, Tamar Black, Lori Thomas, Patrick Wright, Justin Landy, Aric Jensen, Abhijit, Deshpande, Anette Kirylo, Dwight Hanna, Angela Weathersby, Judy Carter, Jennifer Wladischkin, Michael Maloney, Bill Davis, John Thompson, Quinton Epps, Chris Eversmann, Geo Price, Denise Teasdell, Shirani Fuller, and Jeff Ruble

1. **CALL TO ORDER** – Chairman O. Walker called the meeting to order at approximately 6:00PM.
2. **INVOCATION** – The Invocation was led by the Honorable Bill Malinowski.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Bill Malinowski.
4. **APPROVAL OF MINUTES**
 - a. **Regular Session: May 17, 2022** – It was moved by Ms. Mackey and seconded by Ms. Barron, to approve the minutes as distributed.
In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton
The vote in favor was unanimous.
 - b. **Budget Public Hearing: May 19, 2022** – It was moved by Ms. Barron moved and seconded by Mr. Pugh, to approve the minutes as distributed.
In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton
The vote in favor was unanimous.
 - c. **Special Called Meeting: May 24, 2022** – It was moved by Ms. Barron and seconded by Mr. J. Walker, to approve the minutes as distributed.
In Favor: Malinowski, Pugh, McBride, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English and Newton
The vote in favor was unanimous.

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5. **ADOPTION OF AGENDA** – It was moved by Ms. Barron and seconded by Ms. Mackey, to amend the agenda to include a resolution honoring Juneteenth.

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

The vote to add the resolution honoring Juneteenth to the agenda was unanimous.

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

The vote to adopt the agenda as amended was unanimous.

- a. **Resolution Recognizing Juneteenth** – Ms. Tamar Black, Assistant to the Clerk of Council, read the resolution recognizing Juneteenth into the record.
6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – The County Attorney, Mr. Patrick Wright, stated the following items qualify for Executive Session:
- a. **Alvin S. Glenn Detention Center**
- b. **2022 County Administrator Evaluation Process**
- c. **County Attorney and Clerk to Council Performance Evaluation Process**

7. **CITIZENS' INPUT**

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

1. Ina Lightner, 1801 Carl Road, Columbia, SC 29210 – Item 12(a) “Department of Public Works – Engineering Division – Traffic Calming – Approval for Speed Hump Installation”
2. Adanay Forrester, 822 Woodside Avenue, Columbia, SC 29203 – Animal Service Concern(s)

8. **CITIZENS' INPUT**

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

1. Catherine Davis, 2401 Harlem Street, Columbia, 29209 – Atlas Road Community Organization
2. Melissa Ward, 98 W. Killian Station Court, Columbia, 29229 – Community Concerns
3. Javar Juarez, 1924 Spotswood Drive, Columbia, SC 29210 – Broad River Business Alliance Community Development Corporation
4. Stephen Gilchrist, 121 North Ridge Road, Columbia, SC 29223 – Effect of Budget on Residents
5. Rev. Jackie Utley, 827 Wildwood Avenue, Columbia, SC 29203 – Affordable Housing Trust Fund

9. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. **Coronavirus Update** – Mr. Leonardo Brown, County Administrator, stated the County is currently in Community Level Medium. The County’s vaccination rates continue to increase.
- b. **Other Updates** – Mr. Brown noted the South Carolina City and County Management Association (SCCCMA) is coming up June 16 – 19 in Hilton Head, which he intends to attend.
- c. **Richland County Public Safety Complex** – Mr. Brown stated staff will be requesting a work session to update Council on the progress of the project. The economic conditions of inflation, supply shortages, and cost of fuel has impacted the project.

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- d. **Formula Grant Allocation from HUD** – Mr. Brown stated the County recently received the formula grant allocation from HUD. The allocation is slightly higher this year. Staff is requesting a work session to discuss this program and related grant funding.
- e. **Disbursal of Grant Funding** – Mr. Brown noted we want to look at how we disburse grant funding. Specifically, when it relates to jurisdictions like Richland County, where we receive funding, but the City of Columbia also receives funding. As it relates to the in-house COVID-19 Program, the County the unincorporated applicants have first priority. Staff will be requesting a work session to discuss this in more detail.
- f. **Planning Commission** – Mr. Brown stated the Planning Commission continues to go through their process. Staff has requested the Commission to provide a calendar of meeting and work sessions to allow interested parties an opportunity to attend in-person or online.

Ms. Mackey stated, for clarification purposes, this item is in reference to the Land Development Code Rewrite, and Council is awaiting the Planning Commission’s recommendation.

- g. **Riverbanks Zoo** – Mr. Brown noted the proposed timeline for consideration of the Riverbanks Zoo’s request is as follows:
 - June 7 – Council motion to send item to the A&F Committee;
 - June 28 – A&F Committee considers Zoo’s financing request
 - July 12 – 1st Reading
 - July 19 – 2nd Reading
 - July 26 – Public Hearing
 - August 30 – 3rd Reading

POINT OF PERSONAL PRIVILEGE – Ms. Barron thanked the Administrator and staff, who took part in District 7’s Community Walk and Health Fair, for making the event a success.

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

- a. **Strategic Planning Work Session** – Ms. Kirylo reminded Council there is a Strategic Planning Work Session on June 23rd, 4:00 – 6:00 PM.

11. **REPORT OF THE CHAIR** – Mr. O. Walker acknowledged Richland School District II Commissioners James Manning, Amelia B. McKie, Lashonda McFadden; Richland School District I Commissioner Cheryl Harris; Blythewood Town Councilman Donald Brock; Representative Annie McDaniel and Richland County Auditor Paul Brawley were in the audience.

12. **APPROVAL OF CONSENT ITEMS**

- a. **Emergency Services – Emergency Medical Services Division – Purchase of EMS Medical Equipment and Supplies for Budget Year 2022 – 23**
- b. **Department of Public Works – Jim Hamilton-LB Owens Airport – Contract Award of Aviation Consultants for Airport’s Engineering and Planning and Construction project**
- c. **Department of Public Works – Engineering Division – Approval of award of Longreen Parkway Sidewalk Construction project**
- d. **Department of Public Works – Solid Waste and Recycling Division – Solid Waste & Recycling Collection Area 3 Contract Amendment**
- e. **Department of Public Works – Solid Waste and Recycling Division – Solid Waste & Recycling Collection Area 5A Contract Amendment**

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f. Utilities – Closed-Circuit Television with Trailer Purchase

It was moved by Ms. Newton and seconded by Ms. Barron, to approve the Consent Items.

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

The vote in favor was unanimous.

It was moved by Ms. Barron and seconded by Ms. Mackey, to reconsider the Consent Items.

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

The motion for reconsideration failed.

13. THIRD READING ITEMS

- a. An Ordinance to raise revenue, make appropriations, and adopt an Annual Budget (FY2023) for Richland County, South Carolina for Fiscal Year beginning July 1 2022 and ending June 30, 2023. So as to raise revenue, make appropriations and Amend the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina for Fiscal Year Beginning July 1, 2022 and ending June 30, 2023** – It was moved by Ms. McBride and seconded by Ms. Mackey, to approve this item.

Mr. Livingston inquired if the motion is to approve the budget, as passed on 2nd Reading.

Ms. McBride responded in the affirmative.

Mr. Livingston requested to remove the millage agencies, with the exception of the school districts.

Mr. Malinowski inquired if the updated figures from the Auditor will create a tax increase.

Mr. Paul Brawley, Richland County Auditor, responded, if you do a no mill increase, the numbers will not increase taxes. If you use the mill cap numbers, it will require a tax increase.

Mr. Malinowski inquired if Ms. McBride’s motion is for a no mill increase.

Ms. McBride responded Mr. Livingston’s request was to take the millage agencies out, with the exception of the school districts.

Mr. J. Walker stated, for clarification, we will be voting on everything, other than the millage agencies, to include the school districts.

Mr. Pugh stated this is a hot topic in the community. The budget before us will not increase taxes, but it is imperative that only millage agencies, but Richland County as a whole, needs to reevaluate how we spend money and make the necessary adjustments. Everything and everybody are experiencing shortfalls. It is very important for us to exercise other options before sticking the citizens with a higher tax bill.

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

The vote was in favor.

GRANTS

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9. *Accommodations Tax (Approval of A-Tax Committee Recommendations; \$370,000)*
10. *Hospitality Tax (Approval of Reserve for Future Years/Contingency funding level; \$150,000)*
11. *Hospitality Tax (Approval of Transfers Out funding level; \$4,487,750)*
12. *Hospitality Tax (Approval of the funding level for Columbia Museum of Art for FY23; \$791,705)*
13. *Hospitality Tax (Approval of the funding level for Historic Columbia Foundation for FY23; \$506,810)*
14. *Hospitality Tax (Approval of the funding level for EdVenture for FY23; \$423,333)*
15. *Hospitality Tax (Approval of the funding level for Township Auditorium for FY23; \$385,000)*
16. *Hospitality Tax (Approval of the funding level for Columbia Metropolitan Convention Center and Visitor's Bureau at FY22 level; \$201,091)*
17. *Hospitality Tax (Approval of the funding level for Columbia International Festival at FY22 level; \$166,344)*
18. *Hospitality Tax (Approval of SERCO funding at FY22 level; \$67,895)*
19. *Hospitality Tax (Approval of carryover of any unexpended funds from the Gateway Pocket Park/Blight Removal Project to FY23 budget; \$250,000)*
20. *Hospitality Tax (Approval of carryover of any unexpended funds from the Historical Corridor to FY23 budget; \$247,715)*
21. *Hospitality Tax (Approval of H-Tax Committee Recommendations; \$450,000)*
22. *Hospitality Tax (Approval of Councilmember H-Tax Discretionary funding level; \$906,675)*
23. *Hospitality Tax (Approve funding of \$60,000 to the Lower Richland Sweet Potato Festival for their annual festival in FY23; \$60,000)*
24. *Hospitality Tax (Approval of carryover of any unexpended funds from each Councilmember District to FY23 budget; N/A)*
25. *Hospitality Tax (Approval of Lake Murray Capital City as a Special Promotion Agency and appropriate funding; \$150,000)*
26. *Neighborhood Redevelopment (Approval of Neighborhood Improvement Grant Recommendations; \$75,775)*
27. *Conservation Commission (Approval of Conservation Commission Grant Recommendations; \$250,000)*
28. *Various Grant Funded Depts. (Approval of department requests that are applying for external grants in FY 23 and required matching of County funds; \$105,231,142)*

GENERAL FUND

29. *County Departments (Approve Projected General Fund Revenue as presented in the FY23 Recommended Budget Book; \$189,747,431)*

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30. County Departments (Approve General Fund Transfers In as presented in the FY23 Recommended Budget Book; \$3,025,000)
31. County Departments (Approve Projected Use of General Fund Balance to support overall General Fund expenditure as presented in the FY23 Recommended Budget Book; \$4,603,503)
32. County Departments (Approve change in the County's health insurance carrier from CIGNA Health Care to the SC State Health Plan [PEBA]; -3,698,357)
33. County Departments (Approve increasing the minimum entry-level annual wage to \$32,210 [\$16.52 per hour] for full-time and part-time positions to be implemented by August 5, 2022; \$712,197)
34. County Departments (Approve 4% pay raise for Richland County's full-time and part-time employees excluding certified detention officers to be implemented by September 2, 2022; \$4,281,128)
35. County Departments (Approve on average 7.24% pay raise for Richland County's certified detention officers to be implemented by September 2, 2022; \$943,119)
36. County Departments (Approve independent Procurement Department; N/A)
37. County Departments (Approve independent Grants Department; N/A)
38. County Departments (Approve General Fund Overall Personnel, Operating and Capital Expenditures as presented in the FY23 Recommended Budget Book; \$183,258,963)
39. Transfer Out (Approve General Fund Operating Transfers Out as presented in the FY23 Recommended Budget Book; \$10,395,758)
40. County Departments (Approve General Fund New Positions and Reclassifications requests by Departments as presented in the FY23 Recommended Budget Book; \$872,126)
41. County Departments (Approve Other Fund New Positions requests by Departments in the FY23 Recommended Budget Book; \$735,719)
42. Discretionary Grant (Approve total of \$200,000 in discretionary grant committee recommendations; \$200,000)
43. Discretionary Grant (Approve additional \$300,000 in discretionary grant committee recommendations)
44. Contractual & Statutory (Approve funding the Central Midlands COG for FY23; \$200,826)
45. Contractual & Statutory (Approve funding the City Center Partnership for FY23; \$47,500)
46. Contractual & Statutory (Approve funding LRADAC for FY23; \$600,000)
47. Lump Sum Agencies (Provide priority consideration for remaining Lump Sum Appropriations agencies [that have requested funds] via ARPA funds [Community Grants and Public/Private Partnerships] and/or additional Discretionary Grant funds; N/A)
48. Lump Sum Agencies (Approve funding of \$20,000 to the Therapy Place towards its operating expenditure in FY23; \$20,000)
49. Lump Sum Agencies (Approve funding \$81,000 to the Communities in Schools towards their program expenditure in FY23; \$81,000)

50. Council Services (Approve increasing the amount of each Councilmember District's discretionary operating expenditure from \$10,000 to its previous amount of \$15,000; **withdrawn**)
51. Council Services (Approve each Councilmember District's discretionary operating expenditure to its FY22 level of \$10,000; \$110,000)
52. Lump Sum Agencies (Approve funding the Antioch Senior Center for FY23; \$40,000)
53. Lump Sum Agencies (Approve the Greenview Swim Team for FY23; \$20,000)
54. Lump Sum Agencies (Approve funding the St. John CDC for FY23; \$75,000)
55. Lump Sum Agencies (Approve to increase the Wiley Kennedy Foundation to \$75,000 in FY23 [increase of \$15k]; \$75,000)
56. County Departments [Public Safety] (Appropriate a contingency of up to \$3,000,000 of American Rescue Plan Funds for potential Public Safety initiatives. These funds would be a transfer to the General Fund on a reimbursement basis; \$3,000,000)
57. Lump Sum Agencies (Move to fund the following organizations [listed in Lump Sum Appropriations] via ARPA funds up to \$1,150,000: Capital Senior Center - \$180,000; Columbia Urban League - \$100,000; Senior Resources - \$548,046; Transitions Homeless Center - \$100,000; Greater Columbia Community Relations - \$95,250; Palmetto AIDS Life Support - \$90,000; \$1,113,296)

SPECIAL REVENUE FUNDS

58. Economic Development (Appropriate funding to approve Economic Development Budget; \$3,527,095)
59. Emergency Telephone System (Appropriate funding to approve Emergency Telephone System Budget; \$6,405,101)
60. Fire Services (Appropriate funding to approve Fire Services Budget; \$31,067,584)
61. Hospitality Tax (Appropriate funding to approve Hospitality Tax Budget; \$8,896,312)
62. Accommodations Tax (Appropriate funding to approve Accommodations Tax Budget; \$425,000)
63. Transportation Tax (Appropriate funding to approve Transportation Tax Budget; \$80,000,000)
64. Neighborhood Redevelopment (Appropriate funding to approve Neighborhood Redevelopment Budget; \$909,330)
65. Public Defender (Appropriate funding to approve Public Defender Budget; \$5,426,423)
66. Title IVD-Sheriff's Fund (Appropriate funding to approve Title IVD-Sheriff's Fund Budget; \$55,563)
67. School Resource Officers (Appropriate funding to approve School Resource Officers Budget; \$6,957,345)
68. Victim's Assistance (Appropriate funding to approve Victim's Assistance Budget; \$1,276,505)
69. Tourism Development (Appropriate funding to approve Tourism Development Budget; \$1,253,120)
70. Temporary Alcohol Permits (Appropriate funding to approve Temporary Alcohol Budget; \$172,168)

71. Stormwater Management (Appropriate funding to approve Stormwater Management Budget; \$3,732,147)

72. Conservation Commission (Appropriate funding to approve Conservation Commission Budget; \$1,139,178)

73. Road Maintenance (Appropriate funding to approve the Road Maintenance Budget; \$8,193,572)

74. Stormwater Management (Approve funding the Congaree River Keeper for FY23; \$20,000)

75. Temporary Alcohol Permits (Approve funding the River Alliance for FY23; \$53,000)

DEBT SERVICE

76. General Obligation Debt Service (Appropriate funding to fund debt service; \$20,208,361)

77. Fire Bonds Debt Service (Appropriate funding to fund debt service; \$545,600)

78. Hospitality Refund 2013A B/S [Special Assessment] (Appropriate funding to fund debt service; \$1,487,750)

79. RC IP Bonds 2019 (Appropriate funding to fund debt service; \$1,604,144)

80. School District I Debt Service (Appropriate funding to fund debt service; \$61,071,918)

81. School District II Debt Service (Appropriate funding to fund debt service; \$64,215,424)

82. Recreation Commission (Appropriate funding to fund debt service; \$3,769,189)

83. Riverbanks Zoo & Garden (Appropriate funding to fund debt service; \$2,556,463)

84. East Richland Public Service Dist. [Sewer] (Appropriate funding to fund debt service; \$1,438,561)

85. Transportation Bonds (Appropriate funding to fund debt service; \$14,433,250)

ENTERPRISE

86. Solid Waste Enterprise Fund (Approve Proposed Increase in the FY23 Rate Schedule as presented by the Department in the Council Budget Work Session on May 5, 2022; N/A)

87. Solid Waste Enterprise Fund (Appropriate funding to approve Solid Waste Budget; \$41,542,159)

88. Solid Waste Enterprise Fund (Approve funding Keep the Midlands Beautiful for FY23; \$42,900)

89. Richland County Utilities (Appropriate funding to approve Richland County Utilities Budget; \$13,820,000)

90. Hamilton-Owens Airport Operating (Appropriate funding to approve Airport Budget; \$581,724)

Mr. Livingston stated, as you may recall, he expressed his reason for not voting in favor of the millage agencies on 2nd Reading. He shares his colleagues' goal for a no tax increase budget, but his concern is if we want to do it on the back of the millage agencies. Recently, he has gone to prayer breakfasts, meetings and events to address gun violence and crime, and the main theme is we need more recreation for the youth, more job skill training and more mental health resources. The millage agencies that assist with these needs are the ones who are having their funding decreased. He recommended having the Administrator look at the Fund Balance or ARPA

funding to bring the millage agencies back to at least their FY22 funding levels. In his conversations with the Auditor, by giving the millage agencies what they received last year will cost 1.1 mill.

Ms. Mackey stated Council did not cut funding or reduce the millage. Just as the millage agencies are faced with challenges, so is the County. She inquired, if the County utilizes the General Fund, what will we be giving up in services to the citizens.

Ms. Barron stated it appears the ARPA funds have become the slush fund for everyone. She noted Council was working on the budget at the same time as the Coronavirus Ad Hoc Committee was working on the proposed expenditure of ARPA funds. We all need to closely look at our budgets because we are all faced with the same challenges. If the millage agencies do not have it, the County does not have it either.

Ms. Newton stated it is important for the community to note we have broken out what the ARPA funds are being allocated for (i.e. community funding, mental health, recreation/youth services, etc.).

Mr. Malinowski stated all public entities need to look for ways to reduce spending, and cut costs, instead of creating new bonds, increasing taxes, or hiking the millage agencies. A short-term fix would create long-term repercussions. Any financial burden would place harm on the business community and the residents.

Mr. Livingston noted the 2nd Reading approved amounts will reduce the funding for Recreation Commission, Midlands Tech and Columbia Area Mental Health. He noted his suggestion is there are other areas of the budget where we can get those funds, as opposed to taking it from the millage agencies.

Mr. Malinowski moved, seconded by Ms. Barron, to approve the no mill increase for the millage agencies.

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

Opposed: Livingston and English

The vote was in favor.

Mr. J. Walker moved, seconded by Ms. Barron, to reconsider 3rd Reading of the budget.

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

The motion for reconsideration failed.

MILLAGE AGENCIES

- 1. RC Recreation Commission (Approve Agency's budget at No Mill Increase level; \$15,550,000)***
- 2. Columbia Area Mental Health (Approve Agency's budget at No Mill Increase level; \$2,427,500)***
- 3. RC Public Library (Approve Agency's budget at No Mill Increase level; \$29,700,000)***
- 4. Riverbanks Zoo & Garden (Approve Agency's budget at No Mill Increase level; \$2,605,000)***
- 5. Midlands Tech College [Operating] (Approve Agency's budget at No Mill Increase level; \$7,018,600)***
- 6. Midlands Tech Capital/Debt Service (Approve Agency's budget at No Mill Increase level; \$3,720,000)***
- 7. School District I (Approve Agency's budget at No Mill Increase level; \$241,096,717)***
- 8. School District II (Approve Agency's budget at No Mill Increase level; \$172,325,821)***

14. **SECOND READING ITEMS**

- a. **An Ordinance Amending Ordinance # 05-53.5-21 Amending the Richland County Code of Ordinances, so as to adopt the Richland County Land Development Code Rewrite; and to replace Chapter 26, Land Development amending the effective dates of its provision and clarification on interim procedures** –

It was moved by Ms. English moved and seconded by Mr. Malinowski, to defer this item to the June 21st Council meeting.

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

The vote in favor was unanimous.

- b. **An Ordinance Authorizing the acquisition of certain property located in Richland County; and other matters related thereto** – It was moved by Mr. Livingston moved and seconded by Ms. English, to approve this item.

Mr. Malinowski inquired when the effective date would be, since one is not listed in the document.

Mr. Ruble responded the effective date is yet to be determined.

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

The vote in favor was unanimous.

15. **REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE**

- a. **Department of Public Works – Engineering Division – Traffic Calming – Approval of Speed Hump Installation** – It was moved by Ms. Mackey and seconded by Ms. Barron, to approve this item.

Ms. McBride inquired if the proper procedure to request traffic calming measures is still to conduct a traffic study.

Ms. Shirani Fuller, Assistant Count Engineer, responded in the affirmative. It is on a first come, first served basis. The traffic study monitors the traffic volume and speed.

Ms. McBride inquired if the traffic study was done for this item.

Ms. Fuller responded the traffic study was completed, and the request passed all of the criteria. She noted a traffic study would have to be conducted prior to installation of a traffic calming measure.

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

The vote in favor was unanimous.

It was moved by Mr. Livingston and seconded by Ms. Barron, to reconsider this item.

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

The motion for reconsideration failed.

16. **REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE**

- a. **County Administrator's Office – Verizon Wireless Lease Renewal** – It was moved by Ms. McBride and

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seconded by Ms. Mackey, to approve this item.

Mr. Malinowski inquired why the renewal document indicates a 2.5% rent increase when it was previously 3%.

Mr. Brown responded the requestor requested the County to put a standard inflation clause in, rather than relying on CPI.

Mr. Malinowski stated he believes the correct language for #4, on p. 334 of the agenda, should be “outstanding monthly installments of rent [and utilities] dating back to July 1, 2020.” In addition, on p.335 of the agenda, he believes the “promises and understandings” should be spelled out.

Mr. Wright stated, for clarification, oral and/or verbal agreements, promises or understandings are binding.

Mr. Malinowski made a friendly amendment to change 2.5% to 3% and add “and utilities” to #4.

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

The vote in favor was unanimous.

It was moved by Mr. Malinowski and seconded by Ms. English, to reconsider this item.

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

The motion for reconsideration failed.

- b. **East Richland County Public Service District – Whitehouse Road 404 Hatchery and Genetic Management Plan (HMGP) Project** – Mr. Malinowski stated the committee recommended to provide 20% of the funding for the project.

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

Opposed: Malinowski

The vote was in favor.

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

In Favor: Malinowski

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

The motion for reconsideration failed.

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

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

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

The vote in favor was unanimous.

- b. **Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Greens to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; authorizing the administration of grants;**

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approving the transfer of certain real property; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

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

a. **NOTIFICATION OF APPOINTMENTS**

1. **Planning Commission – Three (3) Vacancies** – Ms. Barron stated the committee recommended appointing Frederick Johnson, II, Charles Durant and Chris Siercks.

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

The vote in favor was unanimous.

Ms. Newton moved, seconded by Ms. Mackey, to reconsider the Planning Commission appointments.

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

The motion of reconsideration failed.

b. **ITEMS FOR ACTION**

1. **I move that Council work with staff to conduct a comprehensive review of Council rules and recommend changes to streamline the rules to improve the functioning of Council business [NEWTON – March 19, 2019]** – Ms. Barron stated the committee is presenting the updated Council Rules to Council.

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

The vote in favor was unanimous.

Ms. Mackey stated, for clarification, the committee is requesting feedback on the updated Council Rules by June 21st. The feedback should be provided to the Clerk's Office.

2. **Consider moving the Horizon Meeting to Tuesday and have delivery of finished agendas to Council members by Thursday close of business [MALINOWSKI – April 6, 2021]** – Ms. Barron stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

3. **Review of Boards, Commissions a Committees Not Currently Active** – Ms. Barron stated the committee recommended to remove the boards, commission and committees that are not active from the County's ordinance.

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

The vote in favor was unanimous.

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

- a. **Garners Ferry/Harmon Intersection Project** – Ms. Mackey stated the committee recommended Council approve the award of the Garner Ferry/Harmon Intersection Project to Cherokee, Inc. in the amount of \$1,841,866.65 with a 15% contingency of \$276,279.99 for a total amount of \$2,118,146.64.

Mr. Malinowski noted the bid was approximately 79% higher than the Engineer’s estimate. When you add in the contingency, the cost is more than double the estimate. While the shortfall can be covered by the reserve fund, Council did not approve how the reserve funds should be spent. We need to establish a system as to how the reserve funds should be used. In addition, he noted we are setting a bad precedent by approving a bid that is double the Engineer’s estimate. He believes the project needs to be rebid.

Ms. Mackey requested Mr. Maloney to address Mr. Malinowski’s comments and concerns.

Mr. Maloney indicated the Engineer’s estimate provided by the OET in November 2021 seemed low to staff. The estimate appeared to have some low bid items, as far as unit pricing. What appeared to be closer was the overall project value. In other words, looking at engineering, construction through the design and construction phases, and all of the services being provided to initiate the project. It was planned at \$2.6M, but it appears it will cost \$2.9M. He noted they have informed the OETs they need better up-to-date numbers before bidding. As far as the reserve fund, there is approximately \$6M, and growing due to the wetland bank revenue. When they reprogram projects into project reserves, they need to account for that funding. He indicated we need to be prepared to address higher construction costs.

Ms. McBride commented the larger projects eat up all the funding and there is nothing left for the smaller projects. She believes we need to re-prioritize the projects that have been de-scoped.

Mr. Malinowski stated, for clarification, we have a reserve fund that will be more than adequate to cover the increasing costs of the upcoming projects, and any overruns that may occur.

Mr. Maloney responded in the affirmative.

Ms. Newton noted it is extremely important we use criteria that is fair. She indicated we addressed this when we undertook the re-scoping project. We looked at the estimates, updated the estimates and evaluated the projects against a specific set of criteria that included school safety, level of service, etc.

Mr. Maloney stated, given normal current inflation, there is funding for all of the projects.

Ms. McBride noted she has worked with the Transportation Ad Hoc Committee for approximately 8 years, and the process was flawed from the beginning. We came back and did a fair job of improving the process; however, we did not use weighted values. She is recommending we go back and take a second look.

Mr. Brown indicated funding decisions will come back to Council for approval.

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

The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Ms. Newton noted this project is in her district and expressed her appreciation for Council’s support.

Ms. Mackey requested Mr. Maloney to provide an updated list of de-scope projects, and the order in which they were approved.

- b. **Mitigation Bank Credit Transaction – SCDOT US 76 Bridge Replacement and I-26 Improvements** – Ms. Mackey stated the committee recommended Council approve the two (2) request from the South Carolina Department of Transportation to purchase a combined total of 41.16 excess wetland and 2,962.40 excess stream credits, at a rate of \$12,500 and \$125 per credit respectively.

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

Opposed: Newton

The vote was in favor.

- c. **Penny Program Administrative Fund Deprogramming** – Ms. Mackey stated the committee recommended Council approve the request to move the remaining balance of \$31,130,528.15 from the Administrative/Debt Service costs and to transfer the General Fund proceeds to the Program Reserve Fund to be used as County Council approves for referendum projects.

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

The vote in favor was unanimous.

It was moved by Mr. J. Walker and seconded by Mr. Livingston, to reconsider Items 19(a) – (c).

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

The motion for reconsideration failed.

20. **REPORT OF THE CORONAVIRUS AD HOC COMMITTEE**

- a. **County Administrator’s American Rescue Plan Act Funding** – Ms. Barron noted the committee recommended allocating the American Rescue Plan funding as follows:

- Public Health -- \$15,000,000 (27.21%)
- Public Safety -- \$10,448,013 (18.95%)
- Community Investment -- \$19,000,000 (34.46%)
- Cybersecurity/Technology -- \$10,686,000 (19.38%)

In addition, the committee recommends approving the Administrator’s recommendation, with the following modifications: (1) Change Funding for Home Repairs to Funding for Senior Assistance; (2) Funding for Recreation/Youth Services in the amount of \$1,000,000; (3) Funding for Affordable Housing in the amount of \$4,000,000; and (4) Language clarifying that all ARPA funding allocated in this list of recommendations is approved as “up to”.

Ms. Terracio inquired if the remaining \$5.8M will go toward millage agency projects.

Ms. Barron responded it will be up to the committee to determine how the funding will be allocated.

Mr. Brown noted, of the \$5.8M, you will need to subtract the \$3M in Public Safety contingency funding and \$1.5M in other non-profit funding approved during the budget process.

Ms. Barron noted, it was her understanding, the Lump Sum appropriations would come out of the established pots of money.

Ms. Terracio inquired how we can assist the Library with these funds.

Ms. Barron responded the application process is still to be determined.

Ms. McBride and Ms. Mackey both stated these are broad categories and it will ultimately be up to Council to approve the specific funding.

Mr. Brown noted the funds need to be allocated by 2024 and expended by 2026.

Mr. Malinowski inquired if there are any specifics on the items listed on pp. 651-652 in the agenda packet.

Mr. Brown responded the details were provided in several Coronavirus Ad Hoc Committee meetings.

Ms. Barron noted the committee requested the Administrator to look at areas in the County that needed to be specifically addressed. Some of the items have needs assessments dating back to 2008.

Ms. Newton noted, for the record, in addition to the supplemental information, we will still be following the Richland County Procurement Code.

Ms. Terracio requested a definition of what fits into each category.

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

Opposed: Malinowski

The vote was in favor.

POINT OF PERSONAL PRIVILEGE – Ms. Barron stated she hopes we can put processes in place to make sure the funds get in the appropriate hands. She noted we did not set up an Affordable Housing Trust Fund, but we are addressing affordable housing.

It was moved by Ms. Mackey and seconded by Mr. J. Walker, to reconsider this item.

In Favor: Malinowski

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

The motion for reconsideration failed.

21. **REPORT OF THE EMPLOYEE EVALUATION AND OVERSIGHT AD HOC COMMITTEE**

- a. **2022 County Administrator Evaluation Process** – This item was taken up in Executive Session.
- b. **County Attorney and Clerk to Council Performance Evaluation Process** – This item was taken up in Executive Session.

22. **EXECUTIVE SESSION**

It was moved by Ms. Barron moved and seconded by Ms. English, to enter into Executive Session.

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

The vote in favor was unanimous.

***Council went into Executive Session at approximately 8:00 PM
and came out at approximately 8:07 PM***

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

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

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The vote in favor was unanimous.

Mr. O. Walker stated no actions were taken in Executive Session.

- a. **Alvin S. Glenn Detention Center** – No action was taken.
- b. **2022 County Administrator Evaluation Process**
- c. **County Attorney and Clerk to Council Performance Evaluation Process**

It was moved by Ms. Newton and seconded by Ms. Barron to authorize Procurement to execute the negotiated contract, in reference to Items 6(b) and (c).

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

The vote in favor was unanimous.

It was moved by Ms. Newton and seconded by Mr. J. Walker, to reconsider Items 6(b) and (c).

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

The motion for reconsideration failed.

23. **MOTION PERIOD**

- a. **Any agency receiving funds from Richland County must provide an accounting for those funds prior to a request for funds in the next fiscal year budget. REASON: Accountability is a must for taxpayer dollars [MALINOWSKI]** – Chairman Walker referred this item to the Administration & Finance Committee.
- b. **I move to consider Riverbanks Park Commission’s petition to allow the Riverbanks Park District to issue not to exceed \$80 million in general obligation bonds to make improvements at Riverbanks Zoo and Gardens [O. WALKER]** – Chairman Walker referred this item to the Administration & Finance Committee.

22. **ADJOURNMENT** – It was moved by Mr. Pugh moved and seconded by Mr. Livingston, to adjourn.

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

The vote in favor was unanimous.

The meeting adjourned at approximately 8:13 PM.



Report of the County Administrator
Regular Session Meeting – June 21, 2022

CORONAVIRUS UPDATE:

1. COVID 19 Statistical Data for Current Reporting Period

In Richland County, South Carolina, community level is Medium.

- If you are [at high risk for severe illness](#), talk to your healthcare provider about whether you need to wear a mask and take other precautions
- Stay [up to date](#) with COVID-19 vaccines
- [Get tested](#) if you have symptoms

People may choose to mask at any time. People with symptoms, a positive test, or exposure to someone with COVID-19 should wear a mask.

59.2% of Richland County residents eligible to be vaccinated have completed their vaccination

234,086/395,187

Ranks 7 of 46 Counties in South Carolina with a Completed Vaccination Rate per 100k of **55,861**

55% of South Carolina residents eligible to be vaccinated have completed their vaccination

2,710,641/4,926,744

OTHER UPDATES:

Rural Infrastructure Authority (RIA) Grant Award

Richland County received an award of \$500,000 for its Shady Grove Road Pump Station Project

Richland County Public Safety Complex

Work session to discuss project update(s) scheduled for July 21st, at 4:00pm.

ATTACHMENTS:

1. Rural Infrastructure Grant Award

Harry M. Lightsey III
Chairman



RECEIVED

Bonnie Ammons
Executive Director

2022 MAY 24 AM 10:27

South Carolina RURAL INFRASTRUCTURE AUTHORITY
Rural Infrastructure Authority

May 19, 2022

Mr. Leonardo Brown
County Administrator
Richland County
2020 Hampton Street
Columbia, South Carolina 29201

RE: Grant #S-22-1340

Dear Mr. Brown:


Congratulations on your successful application for funding from the South Carolina Rural Infrastructure Authority (RIA). Enclosed is a copy of the grant agreement, which must be executed in order for Richland County to accept the Basic Infrastructure Grant approved for the Shady Grove Road Pump Station project as described in the grant application.

It is necessary that an official with legal authority to execute such contracts sign the two enclosed originals of the grant award (Signature Page of the Grant Award Agreement) and return one of these originals to this office within 45 days from the date of award.

Acceptance of the grant requires that you comply with all of the terms and conditions as outlined in the Grant Agreement attached herein. RIA funds may not be obligated or expended until a *Notice to Proceed* has been issued by RIA and the construction contract has been reviewed by our office. For all activities funded in whole or in part by the RIA, it will be necessary to follow procurement procedures that are equivalent to the SC Consolidated Procurement Code and to submit contractual agreements to the RIA prior to execution. You will be required to submit a progress report on the first day of each calendar quarter. The first reporting date for this grant is October 1, 2022. Timely submission of reports will ensure the processing of requests for payments from your grant award. Include the grant number on all reports, requests for payment and correspondence. RIA *Grant Project Management Procedures* and forms which must be used in the administration of the grant are located on our website at www.ria.sc.gov. Please take time to review these procedures before beginning your project.

We are available to assist you throughout the implementation of your project. If you have any questions or need assistance, please do not hesitate to contact your RIA Program Manager, Virginia Wetzel at 803.737.3776 or 803.737.0390, or by email at vwetzel@ria.sc.gov.

Sincerely,


Bonnie Ammons
Executive Director

Enclosures

cc: RIA file
William Davis, Director of Utilities, Richland County
Stacey Hamm, Director of Finance, Richland County

Grant Award

<u>Grantee:</u>	Richland County	<u>Date of Award:</u>	May 16, 2022
<u>Grant Title:</u>	Shady Grove Road Pump Station	<u>Award Amount:</u>	\$500,000
<u>Grant Period:</u>	May 16, 2022 – May 15, 2024	<u>Grant Number:</u>	S-22-1340

The South Carolina Rural Infrastructure Authority (“RIA”) hereby awards funds to the above named Grantee, in the amount shown above, for the activities specified in the application and for the purposes authorized. The acceptance of this award creates a contract between RIA and the Grantee legally binding the Grantee to carry out the activities set forth in the approved grant application in accordance with the terms and conditions of the Grant Agreement.

SPECIAL CONDITIONS

1. Grantee must submit the proposed bid package for RIA review before advertising the project.
2. Grantee must meet with RIA for technical assistance regarding implementation of grant.
3. Grantee must comply with the RIA Project Management Procedures.

This contract shall become effective, as of the date of award, upon return of one copy of this grant award which has been signed in the space provided below. The copy must have original signatures and must be returned within forty-five (45) days from the date of award.

Bonnie Ammons

Bonnie Ammons, Executive Director
 SC Rural Infrastructure Authority

ACCEPTANCE FOR THE GRANTEE:

Leonardo Brown

Signature of Executive Official (with authority to execute contract)

6/14/2022

Date

Leonardo Brown, MBA, CPM
Richland County Administrator

Name and Title of Chief Executive Official

ATTEST:

Alley G...

Signature of Authorized Official

Research Analyst
Alley G...

Title of Authorized Official

Richland County Attorney's Office
Elizabeth A. ...
 Approved As To LEGAL Form Only.
 No Opinion Rendered As To Content.

Richland County Council Request for Action

Subject:

An Ordinance Amending Ordinance # 05-53.5-21 Amending the Richland County Code of Ordinances, so as to adopt the Richland County Land Development Code Rewrite; and to replace Chapter 26, Land Development amending the effective dates of its provision and clarification of interim procedures

Notes:

First Reading: May 3, 2022

Second Reading:

Third Reading:

Public Hearing: May 17, 2022



Informational Agenda Briefing

Prepared by:	Aric A Jensen, AICP	Title:	Assistant County Administrator
Department:	Administration	Division:	Click or tap here to enter text.
Date Prepared:	May 18, 2022	Meeting Date:	May 3, 2022
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Regular Session		
Subject:	An Ordinance Amending Ordinance # 05-53.5-21 Amending the Richland County Code of Ordinances, so as to adopt the Richland County Land Development Code Rewrite; and to replace Chapter 26, Land Development amending the effective dates of its provision and clarification of interim procedures		

SUMMARY

At its May 03, 2022 Regular Session meeting, Council held first reading of the proposed Land Development Code adoption ordinance and directed staff to add language clarifying that the process involves both zone map amendments and related land development code (LDC) text amendments. The successful Council motion also clarified that the intent is to not hire a consultant and perform wholesale changes to the adopted-but-not-enacted 2021 Land Development Code text, but to review and consider text changes as they are identified during the zone map process.

QUESTION REGARDING DATES

A question was also asked regarding the dates that were being stricken and replaced with open-ended review times. Very briefly, the "Jul 6, 2022" date that was in multiple places was originally proposed as the transition date for land development applications from the 2005 code to the 2021 code, and was placed in the Ordinance to establish on the record when land development applications would start being subject to the 2021 LDC. All instances of this date have been stricken.

The "May 2, 2022" date previously appeared in a single place in reference to the effective date of the Adopting Ordinance, and not the 2021 LDC or the zone map. This was replaced with clearer language stating that it would go into effect upon adoption.

The "December 01, 2021" date that appeared in a single location was the deadline for requesting a zone map change using the 2005 LDC zone map classifications. That date was selected because it was slightly more than six months before "July 6, 2022," when it was believed that the 2021 LDC would go into effect. Given holiday dates and other time restrictions, this was deemed sufficient time for staff, the Planning Commission, and Council to review potential rezone applications under the forthcoming 2021 LDC. This date has been stricken.

Lastly, the "November 16, 2021" date is when the 2021 text was adopted but not enacted. One instance of this date remains in the ordinance text as that is the date when the "Interim Procedures" went into effect. These procedures govern what happens when a land use application is made during the time between the adoption of the 2021 LDC and the date that it goes into effect (when the zone map and any related text changes are adopted.) Per Council direction, the interim procedures in the proposed

ordinance now state that the 2005 LDC and related zone map are to remain in full effect during the interim period.

ATTACHMENTS:

1. Updated Ordinance Draft

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

AN ORDINANCE AMENDING Ordinance # 05-53.5-21 Amending THE RICHLAND COUNTY CODE OF ORDINANCES, SO AS TO ADOPT THE RICHLAND COUNTY LAND DEVELOPMENT CODE REWRITE; AND TO REPLACE CHAPTER 26, LAND DEVELOPMENT Amending the effective dates of its provision and clarification of interim procedures.

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development, is hereby amended by the deletion of the language contained therein and the substitution of the following:

Exhibit “A” - Richland County Land Development Code Rewrite

SECTION II. Interim Procedures.

- (a) *Notice.* Within ninety (90) days of the adoption of this ordinance, the county shall mail written notice to all real property owners of record in the unincorporated areas of the county, informing them that a new land development code has been adopted and that a map amendment ordinance is proposed, both of which will become effective upon the adoption of the map amendment ordinance, and that the uses of their property could be affected by the adoption of these ordinances. In addition, the notice will provide contact information for those persons who desire additional information and/or have questions.
- (b) *Zone Map Preparation Process.* Upon adoption of this ordinance, the planning and development department staff shall assist the Richland County Planning Commission to prepare a zone map amendment and any related land development code text amendments as set forth in SCCode Section 6 Chapter 29 et seq, and applicable provisions of Richland County Code.
- (c) *Staff Reports.* The Planning Commission or its professional staff shall at a minimum provide monthly written reports to County Council on the progress of the proposed land development code text and zone map amendments. The reports shall include, but not be limited to, the number of inquiries the department has received concerning the land development code. Monthly reports shall continue until the effective date of this ordinance and the zone map and land development code text amendments.
- (d) *Compliance.* Prior to the adoption of the anticipated zone map amendment and related text amendments ordinance, any application for building permit, subdivision, or any other applicable land use action shall be evaluated and processed in accordance with the existing Richland County Code of Ordinances, Chapter 26, Land Development, and not the revised regulations contemplated herein.
- (e) *Effective Date.* All standards and regulations of the new land development code, which is incorporated herein, must be complied with beginning on the effective date of the anticipated map amendment adopting ordinance. .

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

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

SECTION V. Effective Date. The provisions of Section II. (Interim Procedures) of this ordinance shall be effective from and after **November 16, 2021** until such time that an amended zone map and any related text amendments are adopted. All other provisions of this ordinance shall become effective upon adoption

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2021.

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: May 17, 2022
First Reading: May 03, 2022
Second Reading: TBD
Third Reading: TBD

Richland County Council Request for Action

Subject:

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

Notes:

First Reading: June 7, 2022

Second Reading:

Third Reading:

Public Hearing:

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT GREENS TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AUTHORIZING THE ADMINISTRATION OF GRANTS, APPROVING THE TRANSFER OF CERTAIN REAL PROPERTY; 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, South Carolina more particularly known as I-77 Corridor Regional Industrial Park (“Park”);

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

WHEREAS, Project Greens, (“Sponsor”), desires to establish a new agricultural facility for packing and distributing grown “farm” products in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$9,885,742 and the retention of ten (10) jobs and creation of sixty (60) new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into (i) a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the substantially final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (a) 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; (b) locating the Project in the Park; and (c) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure; and (b) a Purchase Agreement, the substantially final form of which is attached as Exhibit B, pursuant to which the County will transfer approximately 93.17 acres of land (wetlands/drylands) to the Sponsor for the Project;

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

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

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

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

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

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

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

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

Section 5. *Grant Acceptance and Administration.* To the extent the County receives any third-party grant funds related to the Project, the County agrees to accept and administer those funds for the Project’s benefit according to any documents governing the receipt and expenditure of the grant funds.

Section 6. *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 7. *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 8. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: June 7, 2022
Second Reading: June 21, 2022
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

PROJECT GREENS

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF []

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project Greens	
Project Location	Approx. 93.17 Acres of Land at the Pineview Industrial Park more particularly identified in EXHIBIT A	
Tax Map No.	Portion of R16100-02-002 and R16100-02-07	
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 	30 Years	Article I; Definitions
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 	\$9,885,742	Article I; Definitions
<ul style="list-style-type: none"> • [Contract Minimum Jobs Requirement] 	Maintain current employment of 10 jobs and creation of 60 net new full-time jobs over five (5) years.	Article I; Definitions
<ul style="list-style-type: none"> • Investment Period 	5 Years	Article I; Definitions
<ul style="list-style-type: none"> • Assessment Ratio 	6%	Article IV; Section 4.1 (a)(ii)
<ul style="list-style-type: none"> • Millage Rate 	475.1	Article IV; Section 4.1 (a)(iii)
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<ul style="list-style-type: none"> • Brief Description 	60% Special Source Revenue Credit (“SSRC”)	Article V, Section 5.1
<ul style="list-style-type: none"> • Credit Term 	7 years.	Article V, Section 5.1
<ul style="list-style-type: none"> • Claw Back Information 	Failure to achieve Contract Minimum Jobs Requirement or Contract Minimum Investment Requirements shall result on a pro-rata claw back on the SSRC, calculated as provided herein.	Article VI
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

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

WITNESSETH:

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

(b) 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 developing real property provided by the County, described in Exhibit A, as agricultural property and establishing a new agricultural facility (“*Facility*”) for packing and distributing grown “farm” products throughout the County and State consisting of taxable investment in real and personal property of not less than \$9,885,742, maintaining its current employment of 10 full-time jobs and creating 60 net new full-time jobs over five (5) years.

(d) By an ordinance enacted on _____ 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 relocate and expand its Facility in the County.

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

**ARTICLE I
DEFINITIONS**

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

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

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

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

including attorney's fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

"Code" means the Code of Laws of South Carolina, 1976, as amended.

"Commencement Date" means the last day of the property tax year during which the initial Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2022.

"Contract Minimum Investment Requirement" means a taxable investment in real and personal property at the Project of not less than Nine Million Eight Hundred Eighty-Five Thousand Seven Hundred Forty-Two (\$9,885,742) Dollars.

"Contract Minimum Jobs Requirement" means maintaining not less than 10 full-time jobs currently maintained by the Sponsor in the County in connection with the Project and creating 60 net new full-time jobs over five (5) years.

"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 C.

"Department" means the South Carolina Department of Revenue.

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

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

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

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

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

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

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

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

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2056 the Final Termination Date is expected to be January 15, 2058, 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, 2027.

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

“**Multicounty Park**” means the multicounty industrial or business park governed by the [NAME OF MULTICOUNTY PARK AGREEMENT], dated as of [DATE], between the County and [PARTNER COUNTY], South Carolina, as may be amended.

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

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

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

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

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

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

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

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

“Sponsor” means [Project Greens] 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 or job creation 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 June 7, 2022 by adopting an Inducement Resolution, as defined in the Act on June 7, 2022.

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

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

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

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

(b) The Sponsor intends to operate the Project as an Agricultural Business and for such other purposes that the Act permits as the Sponsor may deem appropriate.

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

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

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

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

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2022. 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, 2023, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

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

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

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. *FILOT Payments.*

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property, 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 (6.0%), multiplied by
- (iii) A fixed millage rate equal to 475.1, 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, 2022.

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

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

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

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

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

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

Section 4.4. Damage or Destruction of Economic Development Property.

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

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

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

Section 4.5. Condemnation.

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

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

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

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

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

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

**ARTICLE V
ADDITIONAL INCENTIVES**

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

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

**ARTICLE VI
CLAW BACK**

Section 6.1. Claw Back. If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII
DEFAULT**

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

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

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

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

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

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

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

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

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement; or

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

(iii) in the case of a Cessation of Operations that occurs during the Credit Term, the Company shall, at the sole option of the County, (A) convey the Real Property identified on Exhibit A to the County, or (B) pay the County the fair market value of the Real Property identified on Exhibit A which the parties agree is \$3,000 per acre for wetlands and \$25,000 per acre for drylands. Following written notice of the County's option (which may be given by email) under this subsection (iii), the Company shall deliver an executed limited warranty deed to the County in proper statutory form for recording in the real property records of the County conveying good and marketable title to the County for the Real Property or pay the fair market value of the Real Property to the County, as applicable, within 45 days.

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

**ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS**

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

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

Section 8.3. Indemnification Covenants.

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

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

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

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

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the

circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

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

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

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

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

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

Section 8.8. *Administration Expenses.* The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$7,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section

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

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

**ARTICLE X
MISCELLANEOUS**

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

IF TO THE SPONSOR:

WITH A COPY TO (does not constitute notice):

Brent M. Takach, Esq.
Thomas Law Firm, LLC
3007 Millwood Avenue
Columbia, South Carolina 29205

IF TO THE COUNTY:

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

WITH A COPY TO (does not constitute notice):

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

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

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

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

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

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

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

Section 10.8. Interpretation; Invalidity; Change in Laws.

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

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

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

Infrastructure Credit explicitly provided for above)] to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

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

Section 10.10. Termination; Termination by Sponsor.

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

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

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

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

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

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

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

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

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

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

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

[PROJECT GREENS]

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

SEE PROPOSED PLAT DATED APRIL 26, 2022

Being a portion (approximately 93.17 acres) of all those certain pieces, parcels or tracts of land, lying and being and situate in Richland County, South Carolina and being more particularly shown as a Portion of TMS# 1600-02-02 and a portion of TMS# 16100-02-07. Said property is more particularly described and identified on a Plat of "Project Greens, LLC" dated April 26, 2022 prepared by Glenn Associates Surveying, Inc. and recorded in Book _____ in the office of the Register of Deeds for Richland County, South Carolina.

Being a portion of the same property conveyed to Richland County, South Carolina by deed of Longbranch Farm, Inc., on January 20, 2015 and recorded in January 23, 2015 in the office of the Register of Deeds for Richland County, South Carolina.

**EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT**

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

1. Joinder to Fee Agreement.

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

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

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

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

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

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

4. Governing Law.

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

5. Notice.

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

[_____]

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

Date

Name of Entity
By: _____
Its: _____

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

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

The Company is entitled to an Infrastructure Credit for a period of seven (7) years commencing after the first phase of the Project is placed in service, anticipated to be in 2022, in the amount of sixty percent (60%) of the Company's FILOT payment with respect to the Project. The total amount of the Infrastructure Credit shall not exceed the total amount of eligible expenditures (as set for in S.C. Code § 4-29-68(A)(2)) made by the Company.

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

Repayment Amount = Total Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement [may not exceed 100%]

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement [may not exceed 100%]

In calculating the each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

For example, and by way of example only, if the County granted \$1,000,000 in Infrastructure Credits, and \$9,000,000 had been invested at the Project and 45 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Jobs Achievement Percentage = 45/50 = 75%

Investment Achievement Percentage = \$9,000,000/\$9,885,742=91.04%

Overall Achievement Percentage = (75% + 91.04%)/2 = 83.02%

Claw Back Percentage = 100% - 83.02% = 16.98%

Repayment Amount = \$1,000,000 x 16.98% = \$169,800

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

EXHIBIT B
FORM OF PURCHASE AGREEMENT

PURCHASE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) made this ____ day of April, 2022, by and between **RICHLAND COUNTY, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (hereafter referred to as “Seller”) and **PROJECT GREENS** a limited liability company operating in the State of South Carolina (hereafter referred to as “Buyer”).

WITNESSETH: For and in consideration of the sum of One Hundred and 00/100 (\$100.00) (“Purchase Price”) and the terms and conditions referenced herein, the Seller agrees to sell and Buyer agrees to purchase the following property:

**WITNESSETH:
RECITALS**

A. Seller owns and agrees to Sell to Buyer the following: (i) the land as described in Exhibit “A” attached hereto, consisting of **93.17 ACRES OF PINEVIEW INDUSTRIAL PARK. SAID PROPERTY IS MORE PARTICULARLY DESCRIBED AND IDENTIFIED IN A PROPOSED SURVEY DRAFTED BY GLENN ASSOCIATES SURVEYING, INC. DATED APRIL 26, 2022 WHICH IS ATTACHED AND INCORPORATED HEREIN BY REFERENCE.**

(hereafter referred to as “Property”)

B. Seller desires to sell and Purchaser desires to acquire the Property on the terms and provisions set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Agreement of Purchase and Sale. Seller hereby agrees to sell and convey, and Purchaser agrees to purchase on such terms and conditions as are hereinafter set forth, all of the Property:

1.1 The Purchase Price. The purchase price (the “Purchase Price”) for the Property is One Hundred and 00/100 (\$100.00).

Section 2. Inspection Period.

2.1 The last date of the execution of this Agreement evidenced by the date beneath the signature of each party shall be deemed the “Effective Date” of the Agreement and form the

SELLER: _____

PURCHASER: _____

period following the Effective Date up until the Closing, the Buyer, its authorized agents, contractors and employees, as well as others authorized by the Buyer, shall have the full and complete access to the Property, and shall be entitled to enter upon the Property to make any surveying, architectural, engineering, structural, mechanical, topographical, geological, geotechnical, soil, subsurface, environmental, water drainage, and other investigations, inspections, evaluations, studies, tests and measures as Buyer deems necessary or advisable so long as Buyer's Inspection does not adversely change the physical characteristics of the Property, unless otherwise agreed to in writing. Buyer agrees to indemnify and hold Seller harmless from an against any and all claims, reasonable costs, expenses actually incurred and liabilities to the extent caused by Buyer's efforts in undertaking the investigations; provided, however, the mere discovery and reporting of defects or conditions shall not trigger the aforesaid indemnity. Any disturbance to the Property caused by the Inspections shall be repaired to a substantially similar condition that existed prior to the "Effective Date" in the event Buyer fails to close or terminates this Agreement. Within Five (5) days of the Effective Date, Seller shall provide Buyer with copies of all reports pertaining to the Property in Seller's possession including but not limited to title policies, land surveys, geotechnical reports, hydrographic surveys, zoning information, appraisals (MAI and otherwise), relating to the ownership of the Property, Seller may have relating to the Property.

Buyer shall have ninety (90) days after the Effective Date to conduct inspections and any other due diligence related to the Property and Buyer's intended use of the Property (such period being herein referred to as the "Inspection Period"). At any time prior to the expiration of the Inspection Period the Buyer shall have the right to terminate this Agreement for any reason or for no reason, at its sole discretion. If the Buyer elects to terminate pursuant to this paragraph, Buyer shall give written notice of such termination to Seller prior to the expiration of the Inspection Period. Upon such termination, neither party shall have further rights or obligations hereunder.

To the extent that Buyer's inspections identify conditions which require additional inspections, sampling, testing, etc., or any additional due diligence related to Buyer's proposed use of the Property, at any time prior to the expiration of the Inspection Period, Buyer shall have the right to request and Seller shall grant to Buyer an additional sixty (60) days in order to perform such additional testing, sampling and inspections and such extended period shall be deemed a continuation of the Inspection Period.

2.2 On or before the expiration of the Inspection Period where this Property may not be used for its intended purpose or cannot be certified for its intended purpose, termination must be noticed by Purchaser to Seller in writing. Purchaser will have the right in its sole and absolute discretion to terminate this Agreement by giving written notice of termination to Seller. In the event Purchaser timely exercises its right to terminate this Agreement pursuant to this Section 2.2, except for obligations that this Agreement expressly states survive termination, neither party shall have any further rights against the other hereunder except that Seller shall return the Earnest Money to Purchaser. Notwithstanding anything to the contrary set forth in this Agreement, In the event Purchaser fails to terminate this Agreement within the Inspection Period as provided above, the Earnest Money shall be delivered to the Seller and shall not be refunded

SELLER: _____

PURCHASER: _____

to Purchaser unless Seller defaults under this Agreement, except that the Earnest Money shall be a credit towards the Purchase Price in the event the Closing occurs.

Section 3. Title.

Purchaser, at Purchaser's cost, shall conduct a search of the title on the Property for any encumbrances that may exist. Prior to the end of the Inspection Period, Purchaser shall notify Seller in writing of any objections Purchaser has to any matters shown or referred to in the title search; provided, however that Purchaser shall have no obligation to object to defects relating to: (A) mortgages, mechanics' liens, or judgments against Seller (collectively, "Lien Defects"); or (B) parties in possession of any portion of the Property, whether or not such possession is evidenced by a recorded or unrecorded lease (the "Possessory Defects"). It is the intention of the parties that Lien Defects and Possessory Defects shall automatically qualify as objections to title to the Property. Seller has no obligation to cure any title objections. Any matters appearing of record or that would be revealed by a current survey of the Property to which Purchaser does not object to in the Purchaser's Title Notice shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). If Seller, in its sole discretion, does not cure the objections within the time specified in this paragraph or if Seller chooses not to cure the objections, Purchaser may either elect to waive such objections and proceed to Closing or Purchaser may terminate this Agreement by delivering written notice to Seller prior to the expiration of the Inspection Period, whereupon the Earnest Money Deposit shall be returned to Purchaser, and this Agreement shall be of no further force and effect (except those provisions that expressly survive termination); if Purchaser does not deliver such termination notice prior to the expiration of the Inspection Period, Purchaser shall be deemed to have waived all of its title objections. Notwithstanding anything to the contrary set forth in this Agreement, assuming Seller satisfies all mortgage and money liens against the Property on or before Closing and fully performs under this Agreement to include signing normal closing documents and lien waivers, the provisions of this Section 3 related to Purchaser's right to terminate this Agreement shall expire at the end of the Inspection Period.

Section 4. Closing Date.

The sale and purchase of the Property shall be consummated at a closing (the "Closing") where Seller and Purchaser are not required to physically attend provided all documentation is properly executed prior to Closing date. The Closing shall occur on the date (the "Closing Date") that is agreeable to both parties but in no event shall Closing occur after _____ 2022.

Section 5. Representations, Warranties and Covenants.

5.1 Seller hereby represents, warrants and covenants for the sole, exclusive and limited benefit of Purchaser as of the Effective Date and as of the Closing as follows:

5.1.1 Seller has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated hereby.

SELLER: _____

PURCHASER: _____

5.1.2 Seller shall keep the Property in its present state up to the Closing.

5.2 Purchaser hereby warrants and represents for the sole, exclusive and limited benefit of Seller as of the Effective Date and as of the Closing, as follows:

5.2.1 Purchaser is a duly organized, validly existing entity and in good standing under the laws of the State of South Carolina and is entitled to and has all requisite power and authority to own and operate its assets as they are presently owned and operated, to enter into this Agreement and to carry out the transactions contemplated hereby.

5.2.2 This Purchase has been approved by Corporate Resolution of Purchaser (Exhibit B).

5.3 The representations and warranties set forth in Sections 5.1 and 5.2 hereof shall survive the Closing to the fullest extent permitted under law.

Section 6. Conditions Precedent to Close. The obligations of the parties hereto consummate the transactions contemplated herein shall be expressly subject to the fulfillment of the following conditions ("Conditions"):

Seller agrees to hold Purchaser harmless from against any claim, demand, liability or expense of every nature and kind which are unrelated to the physical condition of the Property. Purchaser, agrees to hold Seller harmless from against any claim, demand, liability or expense of every nature and kind related to the Property for all matters which arose after Closing and for which such claim, demand, liability or expense arose during Purchaser's ownership of the Property. AS-IS Language: Purchaser specifically acknowledges and agrees that (i) Purchaser has, or will have before the Closing, conducted such proper due diligence as is related to the use of the Property; (ii) Seller is selling and Purchaser is purchasing the Property on an "**AS IS WITH ALL FAULTS**" basis, and (iii) Purchaser is not relying on any representations or warranties or guarantees of any kind whatsoever, express or implied, from Seller, its employees, directors, officers, agents, consultants, contractors, subcontractors or brokers as to any matters concerning the Property. The provisions of this paragraph shall survive Closing.

Pro-rated Taxes: Buyer shall pay Seller the Purchase Price (\$100.00) as the full payment for the Property at closing be responsible for other closing costs. However, Buyer and Seller agree that the fair market value of the Property is \$3,000 per acre for wetland and \$25,000 per dry land acre for purposes of transfer taxes and taxation and/or Fee-in-Lieu-of-Taxes.

SELLER: _____

PURCHASER: _____

Section 7. Closing Documents.

7.1 At the Closing, Seller shall deliver good and marketable title to the Property, in the same or substantially the same condition as the Property was on the Effective Date, as to which delivery at Closing shall be coordinated with Purchaser:

7.1.1 a limited warranty deed executed by Seller and acknowledged by a notary public and in proper statutory form for recording conveying good and marketable and insurable title to the Property to Purchasers.

7.1.2 any commercially reasonable affidavits or documents required by Buyer or Buyer's title insurance company including but not limited to: (1) Owner's Affidavit that there are no parties now in the use or possession or control of the Property; (2) Transferor Affidavit; (3) A South Carolina nonresident withholding affidavit; (4) Certificate that the Seller is not a "foreign person" within the meaning of Section 1445 of the U.S. Internal Revenue Code.

7.1.3 a closing disclosure form or settlement statement setting forth the Purchase Price and all closing credits and adjustments expressly provided for in this Agreement ("Closing Disclosure Statement") executed by Seller;

7.1.4 such authorization documentation of each party comprising Seller and such other instruments and documents executed by Seller and any such other instruments and documents as customarily required for South Carolina Real Estate Closings;

7.2 At the Closing, Purchaser shall deliver the following documents in addition to payment of the balance of the Purchase Price as stated herein:

7.2.1 evidence reasonably satisfactory to Seller of Purchaser's authority to execute and deliver this Agreement and the documents to be delivered by it pursuant thereto;

7.2.2 the Closing Disclosure Statement or settlement statement executed by Purchaser;

7.2.3 such other instruments or documents which shall be necessary in connection with the transaction herein contemplated and which do not impose, create, or potentially create any liability or expense upon Purchaser not expressly required under this Agreement; and

7.2.4 the Purchase Price as stated herein and as adjusted for apportionments and other adjustments required under this Agreement, plus any other amounts required to be paid by Purchaser at Closing.

Section 8. Brokerage. Seller and Purchaser mutually represent and warrant to each other that there are no brokers involved in this transaction and there will be no brokerage charges indicated on the Closing Disclosure.

SELLER: _____

PURCHASER: _____

Section 9. Notices. All notices or other communications hereunder to either party shall be (i) in writing and shall be deemed to be given on the earlier to occur of (a) actual receipt or (b) the third business day after deposit of both the original and copy as provided below in a regularly maintained receptacle for the United States mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as provided hereinafter, and (ii) addressed:

To Seller:

**Richland County, South Carolina
Attn. Richland County Economic Development Center
1201 Main Street, Suite 910
Columbia, South Carolina 29201**

With a copy to:

**Parker Poe Adams & Bernstein, LLP
Attn. Todd Haynie
1221 Main Street, Suite 1100
Columbia, South Carolina 29201**

To Purchaser:

**Project Greens
Attn. _____**

With a copy to:

**Thomas Law Firm, LLC
Attn. Brent Takach
3007 Millwood Avenue
Columbia, South Carolina 29205**

Notices may also be given by overnight courier service, in which event, the notice shall be deemed delivered on the next business day. Notices may also be given by electronic mail, in which event, the notice shall be deemed delivered upon confirmation of delivery of said notice, provided a copy of such notice is deposited the same date with any nationally recognized airborne/overnight delivery service.

Section 10. Closing Costs. Seller and Purchaser agree to pay closing costs as follows:

10.1 Purchaser will pay (i) the fees and disbursements of Purchaser's counsel; and (ii) any inspection fees if Purchaser chooses to have inspections conducted; and (iii) all other standard Purchaser's closing costs.

SELLER: _____

PURCHASER: _____

10.2 Seller will pay (i) the fees and disbursements of Seller's counsel; (ii) the cost of releasing all liens, judgments and other encumbrances, if any, that may exist and are to be released under this Agreement and of recording such releases; (iii) deed preparation fees; and (iv) all other standard Seller's closing costs.

Section 11. Damage or Destruction Prior to Closing and Condemnation.

If prior to the Closing, the Property is materially damaged or destroyed, Purchaser shall have the option to (i) perform this Agreement and shall be entitled to the casualty insurance proceeds, if any, payable with respect thereto under the policies of insurance maintained by Seller and a credit against the Purchase Price, or (ii) terminate this Agreement on written notice to Seller given within ten (10) business days after receiving written notice of the occurrence of such fire or casualty. If Purchaser shall exercise such option to terminate, it shall be deemed that Purchaser terminated this Agreement pursuant to Section 2.2 and the rights of the parties shall be as set forth therein. In the event prior to Closing written notice of a proposed material condemnation or taking is received by Seller, in which event Seller shall deliver written notice of said proposed condemnation or taking to Purchaser within ten (10) business days after Seller's receipt of the same, a condemnation proceeding is commenced or concluded, or all or any part of the Property is conveyed in lieu of condemnation, Purchaser shall have the right to (i) terminate this Agreement in which event it shall be deemed that Purchaser terminated this Agreement pursuant to Section 2.2 hereof and the rights of the parties shall be as set forth therein, or (ii) elect to have Seller assign to Purchaser, at the Closing, all of Seller's rights, title and interest in and to any condemnation proceeds payable with respect to the Property or grant Purchaser a credit against the Purchase Price equal to the amount of any condemnation award paid to Seller.

Section 12. Default and Remedies.

Upon the occurrence of a default which shall be defined as a default, failure to perform, failure to abide by the terms of this Agreement, as provided in this Agreement, the non-defaulting party shall notify the defaulting party that it has thirty (30) days after receipt of notice of default within which to cure the default to the satisfaction of the aggrieved party providing such notice. Upon failure to remedy such default, the non-defaulting party shall have the right to any remedy provided in law, equity or provided elsewhere in this Agreement, including but not limited to an action for specific performance and in the event of default by Purchaser, the Seller shall also retain the Earnest Money.

Section 13. Miscellaneous.

13.1 This Agreement constitutes the entire Agreement between the parties and supersedes any other previous agreement, oral or written, between the parties. This Agreement cannot be changed, modified, waived or terminated orally but only by an agreement in writing signed by the parties hereto. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, personal representatives and permitted successors and assigns.

SELLER: _____

PURCHASER: _____

13.2 In the event of a default by either party hereto which becomes the subject of litigation, the losing party agrees to pay the reasonable legal fees of the prevailing party. For purposes of this Section, a party will be considered to be the “prevailing party” if (a) such party initiated the litigation and substantially obtained the relief which it sought (whether by judgment, voluntary agreement or action of the other party, trial, or alternative dispute resolution process), (b) such party did not initiate the litigation and either (i) received a judgment in its favor, or (ii) did not receive judgment in its favor, but the party receiving the judgment did not substantially obtain the relief which it sought, or (c) the other party to the litigation withdrew its claim or action without having substantially received the relief which it was seeking. The provision of this Section shall survive the Closing or the termination of this Agreement.

13.3 This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by Purchaser and Seller shall bind Purchaser and Seller as if they had each executed the same counterpart.

13.4 This Agreement shall be governed, construed and enforced in accordance with the laws of the State of South Carolina.

13.5 The headings used in this Agreement are for convenience only and do not constitute substantive matters to be considered in construing same.

13.6 The parties agree that Purchaser shall have the right to record, at Purchaser’s sole cost and expense, this Agreement or any memorandum or notice thereof. The parties hereto agree that this Agreement is a sealed instrument under South Carolina law.

13.7 If the final date of any period set forth herein (including, but not limited to, the Closing Date) falls on a Saturday, Sunday or legal holiday under the laws of the State of South Carolina, or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. The term “days” as used herein shall mean calendar days, with the exception of “business days”, which term shall mean each day except for any Saturday, Sunday or legal holiday under the laws of the State of South Carolina or the United States of America.

Signature Page to Follow

SELLER: _____

PURCHASER: _____

IN WITNESS WHEREOF, by their signature below and having initialed all pages of the Agreement, the Parties agree that this Agreement has been entered into as of the day and year first above written.

RICHLAND COUNTY

PROJECT GREENS

By:

By:

Witness

Witness

Witness

Witness

DRAFT

SELLER: _____

PURCHASER: _____

EXHIBIT "A"

Description of Land

Being a portion (approximately 93.17 acres) of all those certain pieces, parcels or tracts of land, lying and being and situate in Richland County, South Carolina and being more particularly shown as a Portion of TMS# 1600-02-02 and a portion of TMS# 16100-02-07. Said property is more particularly described and identified on a Plat of "Project Greens" dated April 26, 2022 prepared by Glenn Associates Surveying, Inc. and recorded in Book _____ in the office of the Register of Deeds for Richland County, South Carolina.

Being a portion of the same property conveyed to Richland County, South Carolina by deed of Longbranch Farm, Inc., on January 20, 2015 and recorded in January 23, 2015 in the office of the Register of Deeds for Richland County, South Carolina.

DRAFT

SELLER: _____

PURCHASER: _____

EXHIBIT "B"
CORPORATE RESOLUTION OF PROJECT GREENS, LLC

I, _____, the undersigned, hereby certify that I am an authorized member of **Project Greens**, a limited liability company duly organized under the laws of the State of South Carolina. I am authorized to execute this certification on behalf of this limited liability company; that the following is a true, correct and compared copy of a resolution adopted, in accordance with its operating agreement.,

Resolved, that I, the sole member of this limited liability company am hereby authorized in the name of this limited liability company to purchase the property reference in this agreement and have full power and lawful authority to sign any and all documents required for this transaction.

IN WITNESS WHEREOF, I hereunto subscribe my name and affixed the seal of this Limited Liability Company on this _____ day of _____, 2022.

Attest:

Member,

Witness

SELLER: _____

PURCHASER: _____

SOUTH CAROLINA

)

)

RICHLAND COUNTY

)

A RESOLUTION

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

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

WHEREAS, Project PieceMaker, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to expand its existing manufacturing facility in the County (“Facility”) including, but not limited to, the addition of machinery and equipment at the Facility (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$3,000,000 in taxable real and personal property and the creation of approximately 22 new, full-time equivalent jobs; and

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

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

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

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

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

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

ADOPTED: June 21, 2022

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council

Richland County Council Request for Action

Subject:

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

Notes:

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

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

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

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

WHEREAS, Project PieceMaker, a corporation organized and existing under the laws of the State of Delaware, (“Sponsor”), desires to expand its existing facility in the County (“Facility”) including, but not limited to, the addition of machinery and equipment at the Facility (“Project”) consisting of taxable investment in real and personal property of not less than \$3,000,000 and the creation of 22 new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes 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.

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: June 21, 2022
Second Reading: **[July 12, 2022]**
Public Hearing: **[July 19, 2022]**
Third Reading: **[July 19, 2022]**

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

PROJECT PIECEMAKER

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [JULY 19, 2022]

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name		
Project Location		
Tax Map No.		
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 		
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 		
<ul style="list-style-type: none"> • [Contract Minimum Jobs Requirement] 		
<ul style="list-style-type: none"> • Investment Period 		
<ul style="list-style-type: none"> • Assessment Ratio 		
<ul style="list-style-type: none"> • Millage Rate 		
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable Millage 		
<ul style="list-style-type: none"> • Claw Back Information 		
Multicounty Park		
[Infrastructure Credit]		
<ul style="list-style-type: none"> • [Brief Description] 		
<ul style="list-style-type: none"> • [Credit Term] 		
<ul style="list-style-type: none"> • [Claw Back Information] 		
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 [July 19, 2022], between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Project PieceMaker, a corporation organized and existing under the laws of the State of Delaware (“*Sponsor*”).

WITNESSETH:

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

(b) The Sponsor has committed to expand a steel fabrication and manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$3,000,000 and the creation of 22 new full-time jobs;

(c) By an ordinance enacted on [July 19, 2022], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to expand its Facility in the County.

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

ARTICLE I DEFINITIONS

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

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

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

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments 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, 2022.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$3,000,000.

“**Contract Minimum Jobs Requirement**” means not less than [22] full-time, jobs created by the Sponsor in the County in connection with the Project.

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

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

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

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

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

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

“**Event of Default**” means any event of default specified in Section 5.1 of this Fee Agreement.

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

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

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

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

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is [December 31, 2026], the Final Termination Date is expected to be [December 31, 2046], which is the due date of the last FILOT Payment with respect to the Final Phase.

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

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

“Investment Period” 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, 2026]**.

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

“Multicounty Park” means the multicounty industrial or business park governed by the Amended and Restated Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2008, between the County and Fairfield County, South Carolina, as may be amended.

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

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

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 19th year following the first property tax year in which the Phase is placed in service.

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

“Real Property” means the real property, if any, made part of the Project, including any leasehold improvements or other capital expenditures of the Company that qualify as economic development property under the Act, as more fully described in Exhibit A attached hereto, as from time to time supplemented by the Company, and all Replacement Property that is real property.

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

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

“*Sponsor*” means Project PieceMaker 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 [or job creation] at the Project and, following receipt of the County’s approval pursuant to Section 7.1 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 **[June 21, 2022]** by adopting an Inducement Resolution, as defined in the Act on **[June 21, 2022]**.

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

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

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

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

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

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

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

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

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

ARTICLE III THE PROJECT

Section 3.1. The Project. The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2022. 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, [2023], the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 17, 2012, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

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

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

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property and Improvements portion of the Phase, the County and the Sponsor have elected to [use the fair market value established in the first year of the Phase Exemption Period]/[determine the Real Property's fair market value by appraisal as if the Real Property were not subject to this Fee Agreement, except that such appraisal may not occur more than once every five years]), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 475.1, 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, 2022.

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
DEFAULT**

Section 5.1. *Events of Default.* The following are “Events of Default” under this Fee Agreement:

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

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

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

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

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

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

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

Section 5.2. *Remedies on Default.*

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

Section 5.3. 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 5.4. 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 VI PARTICULAR RIGHTS AND COVENANTS

Section 6.1. 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 6.2. 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 6.3. Indemnification Covenants.

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

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

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

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

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

(f) The obligations under this Section 6.3 shall survive termination of this Fee Agreement.

Section 6.4. 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 6.5. 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 6.6. Assignment. The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 6.7. 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 6.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$3,500. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE VII SPONSOR AFFILIATES

Section 7.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 7.2. 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 VIII MISCELLANEOUS

Section 8.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

WITH A COPY TO (does not constitute notice):

Burr & Forman LLP
1221 Main Street, Suite 1800
Columbia, South Carolina 29201
Attention: John F. Wall, IV
Telephone: (803) 753-3206
Facsimile: (803) 933-1447

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 8.2. 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 8.3. 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 8.4. 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 8.5. 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 8.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 8.7. 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 8.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in

a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

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

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

Section 8.9. 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 8.10. 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 6.3 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 8.11. 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 8.12. 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 8.13. 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 8.14. Agreement's Construction. Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

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

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

PROJECT PIECEMAKER

By: _____
Its: _____

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

EXHIBIT A
DESCRIPTION OF PROPERTY

TMS: TBA

All trade fixtures, furnishings, equipment, machinery, facilities and other personal property owned by Company that are purchased and used in connection with the Project.

EXHIBIT B (see Section 7.1)
FORM OF JOINDER AGREEMENT

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

1. Joinder to Fee Agreement.

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

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

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

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

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

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

4. Governing Law.

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

5. Notice.

Notices under Section 8.1 of the Fee Agreement shall be sent to:

[_____]

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

Date

Name of Entity
By: _____
Its: _____

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

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

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

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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

Richland County Council Request for Action

Subject:

Board, Commission and Committee Descriptions

Notes:

June 7, 2022 – The Rules & Appointments Committee recommended Council approve the updated board, commission and committee descriptions.

CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS

Purpose(s)/Service(s): The duties and powers include guiding area wide development, providing research, planning and technical assistance to the **THIRTY-FOUR** (34) individual local governments in the region, assisting with land use planning, mapping public administration statistics, transportation, housing environment, community development, and planning of services for the elderly; keeping tabs on growth and development of the region by compiling, analyzing, and publishing a variety of information which serves as the basis for decision makers in both the public and private sectors.

Richland County has **TWELVE** (12) representatives: **SIX** (6) elected officials and **SIX** (6) citizens appointed by Council. Richland County Council appoints the representatives who serve terms of **THREE** (3) years. **Members shall not serve more than TWO (2) consecutive terms; however, upon service of TWO (2) consecutive terms a member may be eligible for reappointment after ONE (1) year of non-service.**

Meetings are held on the 4th Thursday of the month, with the exception of December when the meeting is held on the 2nd Thursday of the month. There are no meetings in the months of July and November. The meetings are held at 12:00pm in the board room located at 236 Stoneridge Drive, Columbia and last for approximately an hour.

For additional information, please contact:

Jessica Foster

(803) 744-5139

jfoster@centralmidlands.org

Elected Officials: Paul Livingston, Yvonne McBride, Chakisse Newton, Derrek Pugh, Jessica Mackey and Cheryl English

COMMUNITY RELATIONS COUNCIL

Purpose(s)/Service(s): The Committee's goal is to make the Midlands a better place to live and work for all residents. To achieve its objective, efforts are made to improve and promote communications among business, government and citizens. The staff studies and evaluates information received concerning racial and social problems within the Columbia metropolitan area and takes proper action based on consultation with the Board of Directors. The staff also works to assist its clientele with employment, housing, education, crime, delinquency awareness and health care.

Richland County appoints one-third (10) of the **THIRTY** (30) members. The City of Columbia and the Columbia Chamber of Commerce appoint the remaining two-thirds (20) of the members. The members serve terms of **THREE** (3) years. **Members shall not serve more than TWO (2) consecutive terms; however, upon service of TWO (2) consecutive terms a member may be eligible for reappointment after ONE (1) year of non-service.**

Applicants will be responsible for assisting with fundraising efforts.

Meetings are held the 3rd Thursday every other month (January, March, May, July, September and November). The meetings are held at 5:30 p.m. at 930 Richland Street, Columbia, 2nd Floor – Palmetto Room and last approximately an hour.

For additional information, please contact:

Joyce Seabrook, Executive Assistant

(803) 733-1134

ExecAsst@comrelations.org

Council Liaison: Gretchen Barron

LEXINGTON/RICHLAND ALCOHOL AND DRUG ABUSE COUNCIL

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

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

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

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

Preferred Qualities:

- Motivation to serve LRADAC and sincere interest in the services provided by the organization.
- Commitment to the mission of the organization, which is to create and support pathways for prevention and recovery from substance misuse for individuals, families and communities.

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

For additional information, please contact:
 Kelly McHugh, Executive Assistant
kmchugh@lradac.org
 (803) 726-9405

Council Liaisons: Allison Terracio and Yvonne McBride

BOARD OF ASSESSMENT APPEALS

Purpose(s)/Service(s): The Board was established pursuant to Section 4-9-170 of the Code of Laws of South Carolina, 1976 and Section 3 of Act 283 of 1975, and Sections 23-48/23-52 of the County Code **to provide an independent and neutral body to review property tax disputes between the Assessor and the Taxpayer. The Board is charged with making a fair and impartial decision that takes into account the facts as presented by the Assessor and the Taxpayer along with applicable South Carolina law.**

The Board consists of **SEVEN (7)** members. **THREE** (3)** appointments are made by County Council, and **ONE (1)** each by Columbia City Council, Richland School District One Board of Trustees, Richland School District Two Board of Trustees, and Lexington/Richland School District Five Board of Trustees. ****ONE (1) of the members appointed by County Council shall be a person actively engaged in the real estate business.** The members serve **THREE (3)** year terms. **Members shall not serve more than TWO (2) consecutive terms; however, upon service of TWO (2) consecutive terms a member may be eligible for reappointment after ONE (1) of non-service.**

If there are appeals to be heard, the Board will meet on the 2nd Tuesday of the month at 1:00 p.m. Meetings will last approximately 3 – 4 hours.

Preferred Experience:

- Board members should have a background in one of the following fields: Appraisal, Real Estate Development, Condemnation, Real Estate Litigation matters.
- Board members are charged with making a fair and impartial decision that takes into account the facts presented by the Assessor and the Taxpayer, in accordance with applicable South Carolina laws.

For additional information, please contact:

Fred Descy

Descy.fred@richlandcountysc.gov

(803) 576-2659

BOARD OF ZONING AND APPEALS

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

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

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

Preferred Qualities:

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

For additional information, please contact:
Geo Price, Division Manager
Community Planning and Development Department
Price.geo@richlandcountysc.gov
(803) 576-2174

BUILDING CODES BOARD OF APPEAL

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

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

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

Required Experience:

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

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

For additional information, please contact:

Andrea Hannah-Dennis

Hannah-dennis.andrea@richlandcountysc.gov

(803) 576-2197

BUSINESS SERVICE CENTER APPEALS BOARD

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

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

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

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

For additional information, please contact:

Zachary Cavanaugh

Cavanaugh.zachary@richlandcountysc.gov

(803) 576-2295

LIBRARY BOARD OF TRUSTEES

Purpose(s)/Service(s): The Board was established pursuant to Act 546 of 1978 and Sections 15-1/15-5 of the County Code. The duties and powers include exercising powers as to the policies of the libraries and extension services.

The Board consists of **TEN** (10) members appointed by Council for **FOUR** (4) year terms. **Members shall not serve more than TWO (2) consecutive terms; however, upon service of TWO (2) consecutive terms a member may be eligible for reappointment after ONE (1) year of non-service.**

Meetings are held the 2nd Monday of each month, with no meetings scheduled in July and August. Meetings begin at 5:30 p.m., in the 3rd Floor Board Room located at 1431 Assembly Street, and last approximately 1½ hours.

Preferred Qualities:

- Be knowledgeable about the library
 - Understand the key focus areas of the Strategic Plan
 - Read the Library's annual report and Access magazines
 - Prepare for board meetings by reading assigned materials. Ask questions if you have them.
 - Miss no more than **FOUR** (4) board meetings annually.
 - Use the Library's resources regularly and visit at least **TWO** (2) branches each year.
- Build County Council's awareness of the library
 - Stay connected throughout the year to your County Council liaisons.
 - Be aware of key events and opportunities to invite Council members to visit the library.
 - During the budget process, attend public hearings and called meetings that include the Library's budget.
 - Share relevant insights and knowledge of County Council member's needs, questions or interests with the Executive Director.
- Build public awareness
 - Attend local events as the representative of the Library.
 - Attend Richland Library Friends and Foundation events and invite friends to attend.
 - Consider attending statewide or national (ALA, ULC) events or conferences that are relevant to public libraries.
- Actively support the strategic vision of the library
 - Participate in a bi-annual strategic plan retreat and board-only functions.
 - Understand the Library's budget priorities.
 - Participate in building public awareness of the Library's capital needs by engaging your contacts and affiliate groups.
 - Participate on ad-hoc committees.
- Build interest among prospective board members and library supporters

- When appropriate, identify possible Trustee candidates that fit needs acknowledged in the Board Profile.
- Understand the goals and roles of the Richland Library Friends and the Foundation and assist in connecting these groups with new members and/or board candidates.
- Demonstrate support by becoming a Richland Library Friend.
- Although not a requirement, it is beneficial if members represent various districts in the County.
- Also, experience in the following areas is helpful: finance, governance, education, foundations, physical plant, CEO perspective, marketing, IT, advocacy and diversity.

For additional information, please contact:
 Wanda Taylor, Executive Assistant
wtaylor@RichlandLibrary.com
 (803) 929-3422

Council Liaisons: Chakisse Newton and Allison Terracio

RICHLAND MEMORIAL HOSPITAL BOARD OF TRUSTEES

Purpose(s)/Service(s): The Board was established pursuant to Act 1830 of 1971, Act 1485 of 1974, Act 430 of 1975, and Sections 2-326/2-328 of the County Code.

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

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

For additional information, please contact:
 Melissa Siar
Melissa.siar@prismahealth.org
 (803) 434-7026

Council Liaisons: Paul Livingston, Yvonne McBride, Overture Walker and Cheryl English

RIVER ALLIANCE BOARD

Purpose(s)/Service(s): The Alliance is a non-profit corporation, governed by a Board of Directors, which is charged with creating community benefit from 90 miles of the region's rivers. **The Board of Directors oversee operations of the River Alliance and develop policy for the rivers of the region.**

Richland County has **THREE** (3) members; **TWO** (2) members are County Council members, and **ONE** (1) is a citizen appointed to a **THREE** (3) year term. **Members shall not serve more than TWO (2) consecutive terms; however, upon service of TWO (2) consecutive terms a member may be eligible for reappointment after ONE (1) year of non-service.**

Board Requirements:

- Must reside in the County
- An undergraduate degree is necessary; postgraduate desirable
- Candidate must be prepared to assist in promoting facilities, services or policies that create citizen benefit from our rivers
- Service on committee assignments: Public Safety and Security Committee and Fundraising Committee

The Board meets once or twice per year, as needed. Occasionally, casual tours of current projects are schedule; however, attendance is not required. Committee meetings are held no more than 2 – times per year, on an as needed basis. All meetings are an hour in length and meeting time and place will be given at the time of meeting notification.

For additional information, please contact:

Mike Dawson

mikedawson@riveralliance.org

(803) 765-2200

Council Liaisons: Paul Livingston and Allison Terracio

THE TOWNSHIP AUDITORIUM

Purpose(s)/Service(s): **The Board of Trustees oversees a public performing arts venue established for the purpose of providing quality services to the community at large and to exercise any and all powers permissible under the laws of the State of South Carolina for the foregoing purpose and perform all things reasonably necessary for the accomplishment of same which are not in conflict with the laws of the United States or the State of South Carolina.**

The Board of Directors shall consist of **SEVEN** (7) members appointed by County Council for a **THREE** (3) year term. **Members shall not serve more than TWO (2) consecutive terms; however, upon service of TWO (2) consecutive terms a member may be eligible for reappointment after ONE (1) year of non-service.** All members of the board of Trustees shall serve without compensation. Council may appoint a sitting member *ex officio* on the board.

Board Members are requested to:

- Promote The Township
 - a. Attend all scheduled meetings of the Board of Directors;
 - b. Participate in policy development;
 - c. Receive as information or act upon matters that serve to enhance the integrity and vitality of The Township;
 - d. Create and maintain The Township Foundation;
 - e. Establish and maintain on-going rapport with Council and community leaders to facilitate acquisition of resources and community support of the mission of The Township;
 - f. Conduct themselves in a professional manner at all times;
 - g. Appoint and direct the activities of an Executive Director.
- Patronize The Township
 - a. Board members are encouraged to support The Township as patrons and, subject to terms of agreement with the performing artist's management, are eligible to receive up to four (4) complimentary admission tickets per event to be used at his or her discretion for the purpose of promoting The Township and community appreciation of its mission.

The Board meetings are held the 2nd Wednesday of each month at 9:00 a.m.

For additional information, please contact:

Aundrai Holloman, Executive Director

hollomana@richlandcountysc.gov

(803) 576-2353

Council Liaisons: Paul Livingston, Yvonne McBride, Derrek Pugh, Overture Walker and Cheryl English

HISTORIC COLUMBIA FOUNDATION

Purpose(s)/Service(s): By agreement, dated December 6, 1994, County Council contracted with the Foundation for operation and management of the historic properties known as The Museum of Reconstruction Era at the Woodrow Wilson Family Home and the Hampton-Preston Mansion.

During the existence of the agreement, County Council will designate **TWO** (2) representatives, with **FOUR** (4) year terms, to serve on the Foundation Board of Trustees, in compliance with Foundation by-laws. **Members shall not serve more than TWO (2) consecutive terms; however, upon service of TWO (2) consecutive terms a member may be eligible for reappointment after ONE (1) year of non-service.**

Meetings are held the 4th Monday **every other** month **beginning in January** from 4:00 – 5:30 p.m. Members are required to attend board orientation (1½ hours), a board retreat (5 -6 hours), and the annual meeting (2 hours).

Board members are requested to:

- Commit to participate in the ongoing cultivation of community support and to actively participate in fundraising;
- Make a financial contribution and maintain an individual membership while serving on the Board;
- Attend 3 – 5 Historic Columbia events each year;
- Attend at least one County Council meeting each year; and
- Participate in at least **ONE** (1) volunteer activity per year.

For additional information, please contact:

Robin Waites, Executive Director

rwaites@historiccolumbia.org

(803) 252-7742 x 14

Council Liaisons: Gretchen Barron and Overture Walker

MIDLAND WORKFORCE DEVELOPMENT BOARD

Purpose(s)/Service(s): The Midlands Workforce Development Board (MWDB) is the administrative entity for the US Department of Labor program known as the Workforce Innovation and Opportunity Act (WIOA). The program is designed to strengthen and improve our nation’s public workforce system and help get Americans, including youth, and those with significant barriers to employment, into high-quality jobs and careers and help employers hire and retain skilled workers.

The MWDB, by federal mandate, must be composed of more than 50% private sector business leaders. Board members are appointed by specific seats by County Councils: Richland **TWELVE** (12); Lexington **EIGHT** (8), and Fairfield **THREE** (3). Richland County seats are comprised of **SEVEN** (7) private sector business, with **ONE** (1) representing Apprenticeship programs; **THREE** (3) education (One Midlands Technical College, One Adult Education, and One Literacy); **ONE** (1) Economic Development; and **ONE** (1) SC Dept. of Employment & Workforce. **Members shall not serve more than TWO (2) consecutive terms; however, upon service of TWO (2) consecutive terms a member may be eligible for reappointment after ONE (1) year of non-service.**

The Board meets quarterly are held on Thursdays at 10:30 a.m. at 100 Executive Center Drive, Columbia – Suite 218 and last approximately an hour. Each meeting date is selected at the conclusion of each meeting. **Virtual attendance options are available.**

For additional information, please contact:

Chris White

cwhite@midlandsworkforce.org

(803) 744-1670

AIRPORT COMMISSION

(HAMILTON-OWENS)

Purpose(s)/Service(s): The Commission was established September 20, 1988, by County Council to assist the Council in providing public aviation facilities and services and to promote aviation as a means of broadening the economic base of the County.

The Commission consists of **NINE** (9) members appointed for **FOUR** (4) year terms. **TWO** (2) of the appointees must reside within the Rosewood, Shandon, or Hollywood-Rose Wales Garden neighborhoods. **Members shall not serve more than TWO (2) consecutive terms; however, upon service of TWO (2) consecutive terms a member may be eligible for reappointment after ONE (1) year of non-service.**

The Commission meets bi-monthly on the 2nd Monday of the month at 12:00 Noon in the large conference room at the Airport Terminal Building and last approximately 1½ hours.

Preferred Qualities:

- Effective Communication
- Diplomacy
- Management Skills
- Business Acumen
- Transportation/aviation knowledge
- Economic Development Awareness
- Intergovernmental Relations
- **Current or former pilot**

For additional information, please contact:

Chris Eversmann

Eversmann.chris@richlandcountysc.gov

(803) 767-1789

Council Liaisons: Allison Terracio and Cheryl English

CONSERVATION COMMISSION

Purpose(s)/Service(s): The Richland County Conservation Commission was created to promote the conservation of natural resources; to promote the development and preservation of historical resources; to promote passive, outdoor, nature-based recreation; to promote tourism, emphasizing the natural, cultural, and historical resources of Richland County; **to promote efforts to improve the appearance of Richland County; to educate the public as to the benefits of conservation; to foster civic pride in the beauty and nobler assets of the County; to, in all ways possible, assure a functionally efficient and visually attractive County in the future; to support policies that protect the general appearance of all buildings, structures, landscaping and open**

areas of the County; and to undertake such studies, plans, activities, and projects as may, from time to time, be assigned to the Commission by Council.

The Commission shall consist of **ELEVEN** (11) members, **ONE** (1) member appointed by each Council member to present his/her respective Council District. The term of the member of the Commission shall be conterminous with the term of the appointing Council member. However, if a vacancy shall occur on Council, the member of the Commission appointed by the vacating Council member shall complete his/her term.

Meetings are held on the 3rd Monday of each month. The meetings are held at 3:30pm in the County Administration Building located at 2020 Hampton Street and last approximately 1 ½ hours.

For additional information, please contact:

Quinton Epps

Epps.quinton@richlandcountysc.gov

Council Liaison: Overture Walker

EAST RICHLAND PUBLIC SERVICE COMMISSION

Purpose(s)/Service(s): The Commission was established by Act 1114 of 1960 and Sections 2-326/2-238 of the County Code. The purpose of the Commission is to exercise and perform the corporate powers of the District prudently in its functions of constructing, operating, maintaining, and financing a sanitary sewage collection and treatment system throughout the District.

The Commission consists of **FIVE** (5) members appointed by the Governor upon recommendation of County Council. The terms are for **FIVE** (5) years and members must live in the service territory and the Commission must have at least one Commissioner residing in the Towns of Forest Acres and Arcadia Lakes. **Members shall not serve more than TWO (2) consecutive terms; however, upon service of TWO (2) consecutive terms a member may be eligible for reappointment after ONE (1) year of non-service.**

Commissioners are encouraged to review documents and explore creative ideas for the improvement of sanitary sewer service to the District's customers. Commissioners will invest on average 3 – 5 hours per month in service to the District.

The Commission meetings are held on the 4th Friday of each month at 10:30 AM and last approximately 1½ hours.

Preferred Experience:

- A baccalaureate or higher degree
- **Background of substantial duration and expertise in at least one of the following: education, insurance, pension benefits, water and wastewater issues, finance, accounting, engineering, law, manufacturing, small business and real estate.**

For additional information, please contact:

Larry Brazell

lbrazell@ercpsd.net

(803) 788-1570 x 4

MIDLANDS REGIONAL CONVENTION CENTER AUTHORITY (CURRENTLY SUSPENDED)

Purpose(s)/Service(s): The purpose of the Authority shall be to:

- Engage in all aspects and/or activities related directly or indirectly to design, development, management, operation, or any other functions pertaining to a regional/convention facility;
- Participate in similar activities with respect to parking and other facilities that directly or indirectly support the operation of the Center; provided no Tourism Development Fees or

other funds of the Authority shall be expended with respect to any lodging facilities unless fully reimbursable to the Authority;

- Participate in the management, operation and marketing of the Township Auditorium to the extent deemed appropriate by the Authority and Richland County;
- The Authority is exclusively charitable. No part of the net earnings of the Authority shall inure to benefit of, or be distributed to its trustees, directors, officers, or other private persons;
- The Authority shall not attempt to influence legislation;
- The Authority shall not participate in, or intervene in, political campaigns on behalf of any candidate for political office.

The Authority consists of **NINE** (9) directors. Each member shall appoint **TWO** (2) directors, with the City entitled to appoint an additional **THREE** (3) directors because of the City's additional financial exposure with respect to the bonds. The terms are for **THREE** (3) years. **Members shall not serve more than TWO (2) consecutive terms; however, upon service of TWO (2) consecutive terms a member may be eligible for reappointment after ONE (1) year of non-service.**

The Board meets the 4th Tuesday of every month at the Convention Center at 9:00 AM and last approximately 1½ hours.

The member's average annual commitment is 18 hours. Each director shall be required to attend in person at least 75% of the regular meetings.

Preferred Experience: At least **ONE** (1) director by each Governmental entity shall be employed in the Lodging Industry. Specifically, **ONE** (1) one of the Richland County seats is required to be an Hotelier. The other seat can be from other areas of work but should have understanding of tourism and hospitality.

For additional information, please contact:
Linda Cannup, Executive Assistant
lcannup@experiencecolumbiasc.com
(803) 545-0008

Council Liaisons: Paul Livingston, Gretchen Barron and Jesica Mackey

MUSIC FESTIVAL COMMISSION

Purpose(s)/Service(s): The Commission was established by Act 366 of 1965 and is mandated "to educate, discover, develop, train, assist, present, produce and promote the performing arts through its own programs, as well as through its affiliate organizations, and to serve as an arts resource and arts council".

The Commission consists of **SIX** (6) members who serve **FOUR** (4) year terms. Richland County Council, Columbia Music Festival Association and the City of Columbia each appoint **TWO** (2) members. **Members shall not serve more than TWO (2) consecutive terms; however,**

upon service of **TWO (2)** consecutive terms a member may be eligible for reappointment after **ONE (1)** year of non-service.

Meetings are scheduled on the 2nd Monday of each month at 914 Pulaski Street or a local restaurant at 6:00 PM and last approximately 1½ hours.

Preferred Qualities:

- Interest in participating in the activities of the Association with special emphasis on building and maintaining relationships with their respective Council;
- Ability to advocate to secure and maintain adequate governmental financial support to enable the Association to function as a leading arts and community resource;
- **Interest in the mission of the CMFA and a desire to help advance the organization as an important engine driving the arts; and**
- **Recognize the importance of the arts' economic impact on the City and County.**

For additional information, please contact:

John Whitehead, Executive Director

(803) 771-6303

Cmfasc5678@gmail.com

PLANNING COMMISSION

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

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

Meetings are held the 1st Monday of the month in Council Chambers located at 2020 Hampton Street at 3:00 PM and last approximately 2 – 2½ hours.

Preferred Qualities:

- Ability to listen;
- Knowledge/understanding of issues facing the community;
- Open-minded;
- Ability to communicate;
- Analytical;
- Understanding of Planning, Land Use and Land Development;

- Ability to be consistent with policies/plans adopted by Council

For additional information, please contact:

Geo Price

Price.geo@richlandcountysc.gov

(803) 576-2174

RIVERBANKS PARK COMMISSION

Purpose(s)/Service(s): The Commission was established pursuant to Section 51-61 of the 1971 Cumulative Supplement to Code of Laws of South Carolina and Sections 2-326/2-328 of the County Code. The Commission is the governing authority of the Riverbanks Park Special Purpose District and is responsible to the citizens of the Midlands for the financial stability of the zoo.

The Commission consists of **SEVEN** (7) members appointed for **SIX** (6) year terms. **TWO** (2) members are appointed by Richland County Council, **TWO** (2) by Lexington County Council, **TWO** (2) by the City of Columbia, and **ONE** (1) jointly by the **THREE** (3) entities. **Members shall not serve more than TWO (2) consecutive terms; however, upon service of TWO (2) consecutive terms a member may be eligible for reappointment after ONE (1) year of non-service.**

Meetings are held the 3rd Thursday every month at Noon. Meeting agendas and locations will be posted on the Riverbanks' website 24 hours in advance.

Preferred Qualities: Ability to read/interpret financial statements, business acumen, political connections, fundraising or philanthropy experience.

For additional information, please contact:

Tommy Stringfellow

tstringfellow@riverbanks.org

(803) 602-0836

Katie McCoy Eaton

keaton@riverbanks.org

(803) 602-0854

Council Liaisons: Allison Terracio, Jesica Mackey and Derrek Pugh

ACCOMMODATIONS TAX ADVISORY COMMITTEE

Purpose(s)/Service(s): The Committee was created by Richland County Council on January 22, 1985, according to State law, to make recommendations and provide advisory assistance to

County Council on the expenditure of revenue generated from the Accommodations Tax as required by Article 6, Title 12, Chapter 35 of the South Carolina Code of Laws.

The Committee consists of **SEVEN** (7) members appointed for **TWO** (2) year terms. The majority of the members are from the Hospitality Industry. At least **TWO** (2) members must be from the Lodging Industry and **ONE** (1) member must represent cultural organizations.

Members shall not serve more than TWO (2) consecutive terms; however, upon service of TWO (2) consecutive terms a member may be eligible for reappointment after ONE (1) year of non-service.

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

For additional information, please contact:

Denise Teasdell

Teasdell.denise@richlandcountysc.gov

(803) 576-2039

RICHLAND COUNTY/CITY OF COLUMBIA ANIMAL CARE ADVISORY COMMITTEE
(NO TERM LIMITS HAVE BEEN ESTABLISHED)

Purpose(s)/Service(s): The Animal Care Advisory Committee was established in 2007 by the City of Columbia and Richland County to serve as an oversight committee to make recommendations regarding improving animal care services provided to the citizens of the community.

The Committee is comprised of the County Administrator or designee, City Manager or designee, and **TWO** (2) members of City Council and **TWO** (2) members of County Council or **TWO** (2) citizen appointees by City Council and **TWO** (2) citizen appointees by County Council to represent the respective Councils.

The Committee will meet once a year in March. The date, time and location are scheduled 30 days in advance. **The Committee has not met since April 2018, and no future dates have been set to meet.

Preferred Qualifications: None.

For additional information, please contact:

Sandra Haynes

Haynes.sandra@richlandcountysc.gov

(803) 576-2462

EMPLOYEE GRIEVANCE COMMITTEE

Purpose(s)/Service(s): The Committee was established pursuant to Sections 2-475/2-483 of the County Code. The committee is tasked with holding hearings and/or conducting inquiries and rendering a written report within 10 working days. The report shall include a procedural review, findings, conclusions and recommendations.

The Committee consists of **SEVEN** (7) members appointed for **THREE** (3) year terms. The members must be Richland County employees, with at least **FOUR** (4) of the members working for Department Heads who report directly to the County Administrator. **Members shall not serve more than TWO (2) consecutive terms; however, upon service of TWO (2) consecutive terms a member may be eligible for reappointment after ONE (1) year of non-service.**

Meetings are held, as needed, on Wednesdays in the County's IT Training Room and last approximately 3 hours. There are an average of 4 – 8 hearings per year.

Preferred Experience: None.

For additional information, please contact:

Meghan Easler

Easler.meghan@richlandcountysc.gov

(803) 576-1604

HOSPITALITY TAX COMMITTEE

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

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

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

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

For additional information, please contact:

Denise Teasdell

Teasdell.denise@richlandcountysc.gov

(803) 576-2039

INTERNAL AUDIT COMMITTEE

Purpose(s)/Service(s):

- The Internal Audit Committee shall develop, with the Internal Auditor, for recommendation to full Council for approval by a majority vote, an audit schedule (which shall include areas to be reviewed, their priority and the timelines for completion), audit progress, audit follow-up, and special needs; and shall work to assure maximum coordination between the work of the Internal Auditor and the needs of the chief executive officer, the legislative body, and any other contractually hired auditors, as necessary or appropriate;
- The Internal Audit Committee shall review, for recommendation to Council for approval by a majority vote, all areas of County operations which County funds are levied, collected, expended, or otherwise used. This includes departments and offices reporting to the County Administrator, departments or offices headed by elected or appointed officials, millage agencies, legislatively appointed Commissions receiving County funding, nonprofit organizations receiving grant monies from County funds, and any other organization receiving any type of funding for any purpose from the County;
- The Internal Audit Committee shall oversee the responsibilities of the Internal Auditor, as stated in the negotiated contract with the Internal Auditor;
- The Internal Audit Committee shall present to the full Council a written report regarding each audit conducted by the Internal Auditor following the Internal Auditor's report to the Internal Audit Committee for each audit. Additionally, in conjunction with the budget process, the Internal Audit Committee shall annually present to Council a written summary report regarding the audits, progress, findings, and any other appropriate information relating to the internal audit conducted during the past fiscal year following the Internal Auditor's summary report to the Internal Audit Committee; and
- The Internal Audit Committee shall annually review the Internal Auditor and anyone else working in such a capacity for adherence to government auditing standards in conducting its work to ensure quality service and independence as defined by those standards. (These are the federal Government Accounting Office's "Yellow Book" standards.) A subsequent report of the Committee's findings shall be presented to Council for their information.

The Internal Audit Committee shall be comprised of **FIVE** (5) members of Council (Council Chair, A&F Committee Chair, D&S Committee Chair, Economic Development Committee Chair and the Rules and Appointments Committee Chair), **TWO** (2) citizens appointed by Council, and an employee appointed by the County Administrator. The citizens' and the employee's terms shall be **ONE** (1) year in length, with up to **THREE** (3) term renewals permitted. The Council members' terms shall be for as long as they serve in the capacity of Council Chair or Committee Chair.

Preferred Qualifications:

Appointee 1:

- Must be a citizen of Richland County
- Must have, at a minimum, Bachelor of Science (BS) degree in an accounting, a financial and/or a managerial discipline.
- Preference will be given to individuals with Certified Public Accountant (CPA) credentials (currently licensed in South Carolina).
- Preference will be given to individuals with at least ten or more years of experience in the accounting, finance and/or management professions, which must be in an upper management role.
- Appointment to be made by a majority vote of the County Council (per ordinance).
- Appointee will be required to sign a conflict of interest statement.
- Appointee will be required to sign a confidentiality agreement.

Appointee 2:

- Must be a citizen of Richland County
- While no other qualifications are required for Appointment #2, preference may be given to individuals with some or all of the qualifications required for Appointment #1.
- Appointment to be made by a majority vote of the County Council (per ordinance).
- Appointee will be required to sign a conflict of interest statement.
- Appointee will be required to sign a confidentiality agreement.

NULLA BONA COMMITTEE

Purpose(s)/Service(s): The Committee is to listen to reports and decide which taxes are uncollectible and therefore may be deleted from the tax rolls.

The Committee consists of **FIVE** (5) members, **ONE** (1) of which is the Chair of County Council or his/her designee. The other **FOUR** (4) members are appointed for a **ONE** (1) year term and represent the County Attorney's Office, Treasurer's Office, Auditor's Office and Assessor's Office.

PROCUREMENT REVIEW PANEL

Purpose(s)/Service(s): The Procurement Review Panel shall be charged with the responsibility of providing an administrative review of formal protests of decisions arising from the solicitation and award of contracts, the disbarment or suspension of a person from the consideration for award of a contract, a decision concerning the resolution of a contract or breach of contract controversy, or any other decision, policy or procedure arising from or concerning the expenditure of county funds for the procurement of any supplies, services, or construction procured in accordance with the provisions of this code and regulations.

The panel shall be composed of **FIVE** (5) members. **ONE** (1) member represents the Public Procurement arena; **ONE** (1) member represents the Service Industry; **ONE** (1) member represents the Construction Industry; **ONE** (1) member represents the Professional Services Industry; and **ONE** (1) member represents the Consumer Industry. **Members shall not serve more than TWO** (2) consecutive terms; however, upon service of **TWO** (2) consecutive terms a member may be eligible for reappointment after **ONE** (1) year of non-service.

The Panel meets on an as needed basis.

For additional information, please contact:

James Stewart

Stewart.james@richlandcountysc.gov

(803) 576-2072

TRANSPORTATION PENNY ADVISORY COMMITTEE (TPAC)

Purpose(s)/Service(s): The function of the Transportation Penny Advisory Committee (TPAC) is to review, comment on, and provide recommendations to County Council regarding Council's use of the penny sales tax voters approved in the November 2012 referendum.

The committee is composed of **FIFTEEN** (15) Richland County citizens representing Arcadia Lakes, Blythewood, Columbia, Eastover, Forest Acres, Irmo and unincorporated areas of Richland County. Richland County appoints **SEVEN** (7) members from unincorporated Richland County with staggered term dates – **THREE** (3) 3-year terms, **THREE** (3) 4-year terms and **ONE** (1) 5-year term. **The City of Columbia appoints THREE** (3) members with staggered term dates – **ONE** (1) 3-year term, **ONE** (1) 4-year term, and **ONE** (1) 5-year term; Arcadia Lakes appoints **ONE** (1) member for a **THREE** (3) year term; Blythewood, Eastover and Forest Acres each appoints **ONE** (1) member for a **FOUR** (4) year term; and Irmo appoints **ONE** (1) member for a **FIVE** (5) year term. Members may be eligible for reappointment after **ONE** (1) year of non-service.

The committee meets on the 4th Monday of each month at 5:30 PM at the Richland County Administrative Office, 2020 Hampton Street, 4th Floor Conference Room. The meetings last approximately an hour.

Richland County Council has prescribed the following powers and duties to the TPAC:

- Provide a recommendation on any modification to the penny funded transportation project list not consistent with the generic description of the project(s), (such as the addition of new projects not currently on the projects list, etc.). Any modification to the project list consistent with the generic description of the project(s) shall not require a recommendation of the TPAC; for example, minor revisions to a project on the projects list not impacting the overall scope of the project.
- Recommend any reordering of the project list priorities, if applicable.
- Provide quarterly reports to their respective jurisdiction
- Make recommendations for a financial review of the Transportation, as needed. (There will be an annual financial audit.)
- Make recommendations to the Board of Directors of Central Midlands Transit (“The COMET”), and any other governing body with regards to the Transportation Penny.
- Perform all other additional duties as assigned by Richland County Council. The TPAC regards its role as representing the interests of Richland County citizens who use and/or finance various modes of transportation the County provides. These citizens reasonably expect that transportation improvements financed by the one cent sales tax and related bonds will be effective, efficient, and equitable. The TPAC, therefore, acts as an agent of and voice for these public expectations and brings diverse perspectives to the TPAC’s interactions with County Council, the Transportation Director, and “The COMET”. Within its limitations as a volunteer advisory committee, the TPAC carries out its role by selectively reviewing information regarding transportation improvements, reviewing and commenting on plans, seeking clarifications, raising questions, and making suggestions. It serves as a link between the public interest and County officials responsible for conceiving, organizing, managing, implementing, auditing, and evaluating penny-financed transportation improvements.

For additional information, please contact:

Michael Maloney

Maloney.michael@richlandcountysc.gov

(803) 576-2401

Ex-Officio Council Representatives: Paul Livingston and **Jesica Mackey**

CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY (RTA) BOARD

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

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

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

Preferred Experience:

- **Knowledge of transportation; finance services/management; governance, audit and/or operational risk assessment and management; grant and/or contract administration; communications/public relations; and legal.**
- Be able to devote, on average, 5 – 10 hours per month to attend Board meetings, standing committee meetings, and to review agenda materials;
- **Bring a broad range of knowledge and depth of experience from their chosen business or profession, as well as an understanding of the principles and values of the COMET and the communities it serves;**
- **Possess a fundamental understanding of their role and responsibility to the Board. The members' primary responsibility is to act all times in the best interests of the COMET, the Board, staff and serviced communities;**
- **Possess integrity, be willing to articulate his or her views frankly, be able to work productively with others, and have the ability and willingness to commit the time and effort required;**
- Represent the interest of their appointing body while endeavoring to achieve regional consensus;
- Fiduciary responsibility to vote for the best interests of the region and not those of their appointing body;
- Able to work cooperatively in a multi-jurisdictional setting;
- Able to attend Board and standing committee meetings consistently;
- Responsible for informing their respective jurisdictions of key issues, facilitating communication between those entities and the COMET, and helping build consensus;
- Participate in the COMET Leadership Academy; and
- Provide value and expertise on improving transportation and mobility within the region.
- **A core knowledge of the transportation sector, and the concepts, principles and values of the COMET;**
- **Ability to act without a real or perceived conflict of interest that could reasonably be perceived to conflict with the individual's responsibility to act in the best interests of the Board;**
- **Stature in the individual's chosen business or profession, or community involvement;**
- **Willingness to ask probing questions and challenge management within the appropriate governance context;**

- Ability to operate “as a team” at the Board level and “speak with one voice” once a full discussion has been undertaken and a decision has been made by the Board;
- Ability to review and examine budgets to ensure projected expenses and income are realistically comprehensive and assess the implications of financial and audit reports;
- Ability to bring a perspective of external business, social and regional issues to the deliberations of the Board;
- Ability to use tact, discretion and sound independent judgment;
- Ability to communicate effectively, both orally and in writing;
- High ethical standards;
- Willingness to adhere to protocols and policies regarding staff and personnel operations and communications;
- A commitment to continuous learning to maintain a knowledge of potential changes and trends facing the future of the COMET and transportation industry, best practices and policies (via webinars, local, regional and national conferences);
- An understanding of governance and the fiduciary duties and responsibilities of both a Board of Directors as well as of individual members (in particular – a comfort level with the principles of the by-laws under which the Board operates); and
- Ability to provide leadership, strategic direction and oversight.

Board Member Mission and Commitment:

- Willingness to make a real contribution to the COMET and the communities it serves;
- Commitment to the COMET strategic objectives, vision, mission and values;
- Willingness to participate in COMET related activities including utilizing the transportation services provided by the COMET, such as occasionally riding the bus;
- Willingness to act in the best interests of the COMET and the communities it serves independently of any particular interest arising as a result of any previous, existing or future relationship with the COMET staff, Board of Directors, or suppliers; and
- Willingness to stay informed, available, and engaged as well as to attend meetings and represent the Board or its interests in the public.

For additional information, please contact:

Derrick Huggins, Interim Executive Officer & Executive Director

dhuggins@thecometsc.gov

(803) 255-7087

Council Representatives: Allison Terracio and Overture Walker

Richland County Council Request for Action

Subject:

Online Boards, Commission and Committees Attendance Form

Notes:

June 7, 2022 – The Rules & Appointments Committee recommended Council approve the proposed online board, commission and committee attendance gathering software.

Attendance Record

Meeting Information

Meeting Date

06/10/2022

Committee/Board/Commission

Employee Grievance Committee (10)

Meeting Location

2020 HAMPTON

Attendance

Add

Attendees	Term Start	Term End	Member Attendance	Reason	
Meghan Easler	3/15/2022	03/15/2026	YES		Remove
Kyle Hughes	03/15/2022	03/15/2026	NO	VACATION	Remove

Submit

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

A RESOLUTION TO APPOINT AND COMMISSION CHRISTINA ELIZABETH ADAMS AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.

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

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

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

ADOPTED THIS THE 21st DAY OF JUNE, 2022.

Overture Walker, Chair
Richland County Council

Attest: _____
Anette Kirylo
Clerk of Council

Optional Employer Participation Resolution for Participation in the State Insurance Benefits Program

Complete the form below and submit via mail or email.

S.C. PEBA EmployerServices@peba.sc.gov
 Attn: Legal Department
 202 Arbor Lake Drive
 Columbia, SC 29223

At a meeting of the _____ (Governing Body) of the
Governing body
 _____ (Employer), County of _____,
Legal name of entity County
 South Carolina, held at _____, on _____, the following resolution was offered:
Location Date (MM/DD/YYYY)

IT IS HEREBY RESOLVED, by this Governing Body, that the above-referenced Employer is authorized to participate in the State Insurance Benefits Program offered by the South Carolina Public Employee Benefit Authority (PEBA) pursuant to Section 1-11-703 et seq. of the 1976 Code of Laws, and that this Employer:

1. Agrees to comply with the terms and conditions established by PEBA for participation in the State Insurance Benefits Program, including the *Requirements for Participation*;
2. Has provided, and will continue to provide, to PEBA enrollment information that is true, accurate and complete to the best of its knowledge;
3. Agrees to report to PEBA any change affecting the enrollment or the status of its employees or other insurance-eligible individuals;
4. Agrees to contribute no less than the required employer premium amounts for each insurance-eligible individual who enrolls in the State Insurance Benefits Program based on the coverage level the individual selects;
5. Agrees to collect premiums from insurance-eligible individuals who enroll in the State Insurance Benefits Program through the Employer, including making the required premium deductions from the gross salary of insurance-eligible employees who enroll in the Program;
6. Acknowledges that PEBA reserves the right to cancel coverage for noncompliance, including nonpayment, upon 30 days' notice to the Employer; and
7. Agrees to participate in the State Insurance Benefits Program for a minimum of four years.

IN WITNESS WHEREOF, we have hereunto set our hand and authority this _____ day of _____, 20_____.

Signatures of governing body

A majority must sign

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Certification

I, _____, _____ of the aforesaid Employer, hereby certify
Name Title
that the aforesaid Governing Body consists of _____ duly elected/appointed members, and that as stated
Number
above, _____ members voted in favor of the above RESOLUTION.
Number

IN WITNESS WHEREOF, I have hereunto set my hand and the authority of the aforesaid Employer.

Signature

Date