

RICHLAND COUNTY

SPECIAL CALLED

AGENDA



TUESDAY SEPTEMBER 13, 2022

6:00 PM

COUNCIL CHAMBERS

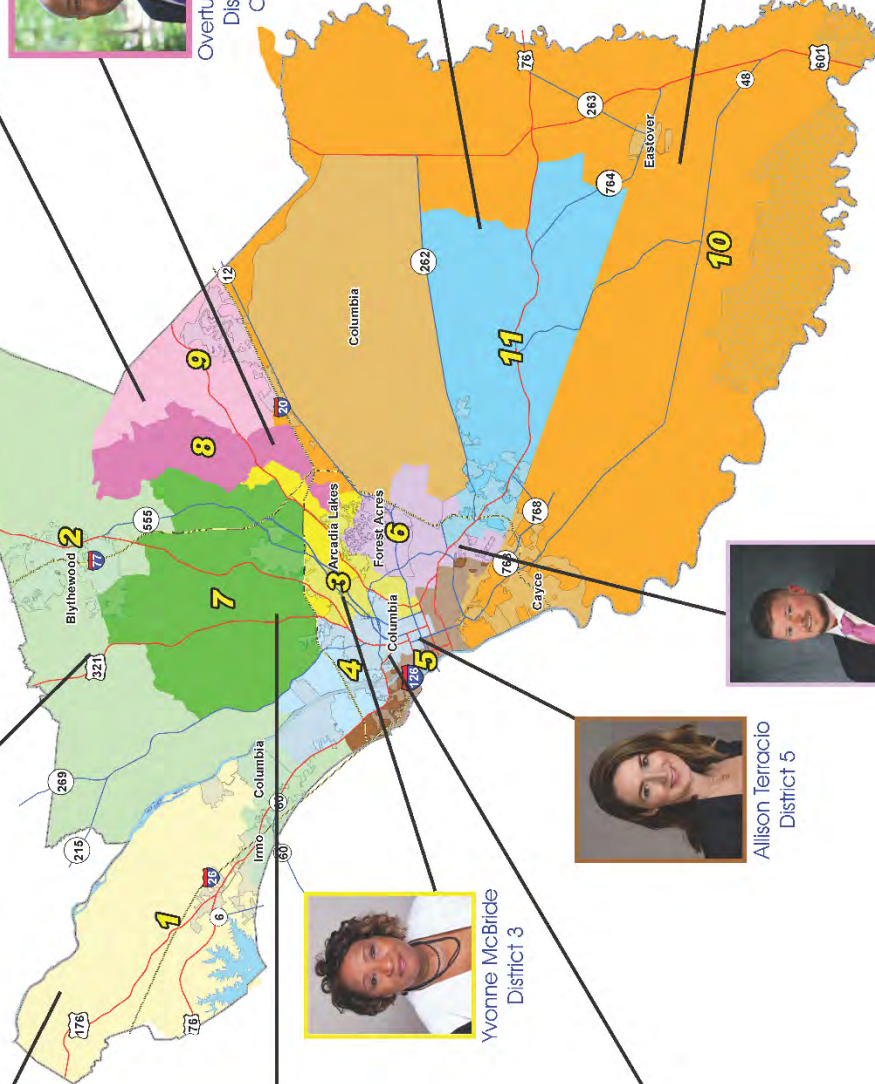
Richland County Council 2021-2022



Deirek Pugh
District 2



Bill Malinowski
District 1



Gretchen Barron
District 7



Yvonne McBride
District 3



Paul Livingston
District 4



Allison Terracio
District 5



Joe Walker, III
District 6



Overture Walker
District 8
Chair



Chakisse Newton
District 11



Cheryl English
District 10



Jessica Mackey
District 9
Vice Chair



**Richland County
Special Called**

AGENDA

September 13, 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 Allison Terracio
3. **PLEDGE OF ALLEGIANCE**

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

The Honorable Overture Walker

 - a. Special Called Meeting: August 30, 2022 [**PAGES 8-18**]
5. **ADOPTION OF AGENDA**

The Honorable Overture Walker
6. **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. Economic Development: Credit Agreement for Project Bulldog
 - b. Alvin S. Glenn Detention Center Update
 - c. General Expenditures
7. **CITIZEN'S INPUT**

The Honorable Overture Walker

 - a. For Items on the Agenda Not Requiring a Public Hearing
8. **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.)

9. REPORT OF THE COUNTY ADMINISTRATOR
[PAGE 19]

Leonardo Brown,
County Administrator

- a. Coronavirus Update
- b. Other Updates

10. REPORT OF THE CLERK OF COUNCIL

Anette Kirylo,
Clerk of Council

11. REPORT OF THE CHAIR

The Honorable Overture Walker

- a. Community Impact Grant Committee

12. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Overture Walker

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Dawson to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters
- b. An Ordinance authorizing the acquisition of certain property located in Richland County; and other matters related hereto

13. APPROVAL OF CONSENT ITEMS

The Honorable Overture Walker

- a. Case # 22-009MA
Josh Brown
RU to GC (1 acre)
341 Western Lane
TMS # R04000-03-03 [THIRD READING]
[PAGES 20-21]
- b. Case # 22-011MA
Oliver Mack
RC to LI (4.7 Acres)
6108 Bluff Road
TMS # R21300-01-02, 31 and 32 [THIRD READING]
[PAGES 22-23]
- c. Case # 22-012MA
Richard Hendy
E/S Hard Scrabble Rd
PDD to PDD (4.63 Acres)

14. THIRD READING ITEMS

The Honorable Overture Walker

- a. Case # 22-013MA
Patrick Palmer
M-1 to GC (161.79 Acres)
310 Killian Road
TMS # R14600-03-16 [PAGES 26-27]
- b. An Ordinance Authorizing the acquisition of certain property located in Richland County; and other matters related hereto [PAGES 28-31]

15. SECOND READING ITEMS

The Honorable Overture Walker

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Dawson to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [PAGES 32-65]

16. OTHER ITEMS

The Honorable Overture Walker

- a. FY23 - District 7 Hospitality Tax Allocations [PAGES 66-67]
 - 1. The Big Red Barn - \$ 10,000
 - 2. Talented Tenth - \$5,000
 - 3. Junior League of Columbia - \$20,000
 - 4. Broad River Business Alliance - \$5,000
 - 5. Aja Wilson Foundation - \$5,000
- b. FY23 - District 9 Hospitality Tax Allocations [PAGES 68-69]
 - 1. Range Fore Hope Foundation - \$2,500
- c. Deferred Maintenance of Cessna Plane Contract – Emergency Procurement [PAGES 70-74]
- d. Adoption of Comprehensive Council Rules
- e. FY23 - District 11 Hospitality Tax Allocations [PAGES 75-76]
 - 1. Tri-City Visionaries

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

19. ADJOURNMENT

The Honorable Overture Walker



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



Richland County Council
Special Called Meeting
MINUTES
August 30, 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 (via Zoom) Gretchen Barron, Cheryl English, and Chakisse Newton

OTHERS PRESENT: Anette Kirylo, Leonardo Brown, Patrick Wright, Lori Thomas, Aric Jensen, Michael Maloney, Michael Byrd, John Thompson, Stacey Hamm, Jennifer Wladischkin, Angela Weathersby, Justin Landy, Tamar Black, Sandra Haynes, Geo Price, Jeff Ruble, Dale Welch, Abhijit Deshpande, Susan O’Cain, Michelle Onley, Chelsea Bennett, Crayman Harvey and Ashiya Myers

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Joe Walker.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Joe Walker.
4. **APPROVAL OF MINUTES**

- a. **Regular Session: July 19, 2022** – Mr. Malinowski noted the date on the minutes was incorrect.

Mr. Pugh moved to approve the minutes as corrected, seconded by Mr. J. Walker.

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

Not Present: Newton

The vote in favor was unanimous.

- b. **Zoning Public Hearing: July 26, 2022** – Ms. Barron moved to approve the minutes as distributed, seconded by Mr. J. Walker.

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

Not Present: Newton

The vote in favor was unanimous.

- c. Special Called Meeting: July 26, 2022 – Mr. Pugh moved to approve the minutes as distributed, seconded by Ms. Barron.

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

Not Present: Newton

The vote in favor was unanimous.

- 5. **ADOPTION OF AGENDA** – Mr. Patrick Wright, County Attorney, requested to add “Voter Registration and Elections” to the Report of the Attorney for Executive Session.

Ms. McBride moved, seconded by Ms. Barron, to adopt the agenda as amended.

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

Not Present: Newton

The vote in favor was unanimous.

6. **REPORT OF ATTORNEY FOR EXECUTIVE SESSION ITEMS**

- a. State v. Tyler, et al (Warrant No. 2022A4021600867)
- b. Mitchell, et al v. Richland County (Case No. 2021-CP-40-03410)
- c. Harris v. Richland County (2022-CP-40-04075)
- d. Alvin S. Glenn Detention Center
- e. Voter Registration and Elections

7. **CITIZEN'S INPUT**

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

- 1. John Zeigler, 103 Roundtree Road, Blythewood, SC 29016 – Opposition to new development near Stonington subdivision.

8. **CITIZEN'S INPUT**

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

9. **REPORT OF THE COUNTY ADMINISTRATOR** –

- a. Coronavirus Update – The County is currently at community level High.

b. Other Updates

- J. Mitchell Graham Award Recognition for Emergency Rental Assistance Program
- SCAC Institute of Government Graduates: Councilwoman Chakisse Newton – Level I and II and County Administrator Leonardo Brown – Level II
- County Administrator Leonard Brown served as a panelist during the conference and presented on the topic: “The Great Resignation” and other HR Trends
- South Carolina Department of Transportation Project – Interstate Bridge Repair
- Federal Funding Assistance Initiative provided by Conservation Voters of South Carolina (CVSC)
- PBS NewsHour – Richland County was one of the local governments featured.
- Road User Fee – Information has been posted on the County’s Website.

10. **REPORT OF THE CLERK OF COUNCIL** – Ms. Anette Kirylo, Clerk of Council, reminded Council the next Council meeting is scheduled for September 13, 2022.

11. **REPORT OF THE CHAIR**

- Councilwoman Chakisse Newton – Graduated from Level II of the Institute of Government.
- Councilwoman Allison Terracio – Elected Chair of the COMET
- Councilman Derrek Pugh – Elected Chair of SC Coalition of Black County Officials (SCCOBCO) and Councilwoman Yvonne McBride was elected as Vice-Chair.
- Councilman Derrek Pugh and his wife recently welcomed a daughter.

12. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance Amending the School Resource Officer line item in the FY 2023 Budget Ordinance (No. 012-22-HR) of Richland County, South Carolina – No one signed up to speak.

13. **APPROVAL OF CONSENT ITEMS**

- a. Case # 22-009MA, Josh Brown, RU to GC (1 Acre), 341 Western Lane, TMS # R04000-03-03 [SECOND READING]
- b. Case # 22-011MA, Oliver Mack, RC to LI (4.7 Acres), 6108 Bluff Road, TMS # R21300-01-02, 31 and 32 [SECOND READING]
- c. Case # 22-012MA, Richard Hendy, PDD to PDD (4.63 Acres, E/S Hard Scrabble Rd., TMS # R20400-01-19 [SECOND READING]

Mr. Malinowski moved to approve the Consent Items, seconded by Ms. Barron.

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

Not Present: Newton

The vote in favor was unanimous.

14. **THIRD READNIG ITEMS**

- a. An Ordinance Amending the School Resource Officer line item in the FY 2023 Budget Ordinance (No. 012-22-HR) of Richland County, South Carolina – Ms. Barron moved to approve the item, seconded by Ms. McBride.

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

Opposed: Terracio

Not Present: Newton

Mr. J. Walker moved to reconsider this item, seconded by Mr. Malinowski.

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

Not Present: Newton

The motion for reconsideration failed.

15. **SECOND READING ITEMS**

- a. Case # 22-013MA, Patrick Palmer, M-1 to GC (161.79 Acres), 310 Killian Road, TMS # R14600-03-16 – Ms. Barron moved to approve the item, seconded by Mr. Malinowski.

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

Not Present: Newton

The vote in favor was unanimous.

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

- a. Risk Management – Fleet Services – Central Garage Canopy Addition Project – Mr. Malinowski stated the committee recommended Council approve the selection of HMB Contracting (Hoover Metal Buildings) for the construction of a canopy work area for the heavy side shop at the Central Garage facility, with an addition which will extend the side of the building, increasing the dimensions of the working space. There were no submittals during the solicitation process; therefore, HMB Consulting was selected based on their previous experience with County projects.

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

Not Present: Newton

The vote in favor was unanimous.

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

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Project Bulldog; and other related matters [FIRST READING BY TITLE ONLY] – Mr. Livingston stated the committee recommended approval of this item. He noted this item is in reference to a redevelopment proposal for Richland Mall and that this item will be taken up in Executive Session at the September 13th Council meeting.

Ms. McBride inquired if this project is consistent with the process we have always used.

Mr. Jeff Ruble, Economic Development Director, responded the details are a little different than other projects we have seen where we follow standard guidelines. He noted there is a short due diligence period.

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

Opposed: McBride

Recused: Mackey – Parent company represents the business involved.

Not Present: Newton

The vote was in favor.

- b. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Dawson; 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 and English

Not Present: Newton

The vote in favor was unanimous.

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

Not Present: Newton

The vote in favor was unanimous.

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

- a. Approval of Reserve Fund Use Plan – Ms. Mackey stated the committee recommended approval to move the remaining balance of \$31,130,528.15 from the Administrative/Debt Service costs and 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 and English

Not Present: Newton

The vote in favor was unanimous.

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

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

Not Present:

The motion for reconsideration failed.

19. **OTHER ITEMS**

- a. FY23 – District 1 Hospitality Tax Allocation: Harbison Theatre at Midlands Technical College - \$25,000
- b. FY23 – District 4 Hospitality Tax Allocation: Tri-City Visionaries - \$1,000
- c. FY23 – District 4 Hospitality Tax Allocation: The Big Red Barn Retreat - \$7,500
- d. FY23 – District 9 Hospitality Tax Allocation: The Bash – Ridgeville High School - \$5,000
- e. FY23 – District 10 Hospitality Tax Allocation: Tri-City Visionaries - \$5,000

Mr. Malinowski moved to approve Items 19(a) – (e), seconded by Ms. Barron.

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

Opposed: J. Walker

Not Present: Newton

The vote was in favor.

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

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

Not Present: Newton

The motion for reconsideration failed.

- f. Adoption of Comprehensive Council Rules – Mr. Malinowski moved to defer this item until the September 13th Council meeting, seconded by Mr. J. Walker.

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

Not Present: Newton

The vote in favor was unanimous.

- g. FY 2022-2023 Five Year Consolidated Plan; FY2022 Annual Action Plan – Mr. Livingston moved to approve this item, seconded by Mr. J. Walker/

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

Not Present: Newton

The vote in favor was unanimous.

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

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

Not Present: Newton

The motion for reconsideration failed.

- h. American Rescue Plan Act Fund Grant Application and Process – Ms. Barron moved to approve this item, seconded by Ms. Mackey.

Ms. McBride noted, it was her understanding, we were going to have a Blue Ribbon Task Force to ensure all of the citizens would have an opportunity to have input. In addition, she stated she has concerns with the rubric. She provided Councilmembers a sample rubric to help them understand what she was speaking of. Providing a rubric helps those doing the evaluation, as well as the grant writers. She also believes too many points were given to the budget and not enough to the project summary.

Ms. McBride made a substitute motion to direct the Administrator to review the sample rubric, to decrease the number of points for the budget to 30 and increase the points for the project summary to 30, seconded by Mr. Malinowski.

Ms. Barron stated she understands Ms. McBride's concerns with the rubric, but she does not support changing what is in place. She recommended providing Ms. McBride's guidance as additional information to the applicants. We want the funds to get into people's hands so they can expand their services.

Mr. Malinowski inquired if the dates on pp. 372-373 (i.e. August 1st) would be adjusted accordingly.

Mr. Leonardo Brown, County Administrator, responded the opening date for applications will be no later than September 1st and the closing date will be September 30th. There will be a rolling timeframe, so there will other opportunities after the September 30th deadline if the funds have not been exhausted.

Mr. Malinowski inquired if the "forfeiture" of the award would be prior to the organization receiving the funds or would they receive the funds and then be required to repay the funds if they did not meet the federal guidelines.

Mr. Brown responded it would be a combination.

Mr. Malinowski stated there have been billions of dollars obtained fraudulently from these types of funds. Based on that fact, who is going to verify the responses to the questions in the "Administrative Systems" section are accurate.

Mr. Brown responded the Third-Party provider will be responsible for monitoring the responses, but ultimately it is the responsibility of the organization submitting applications.

Ms. McBride stated she added the rubric to make it clearer and easier for the grant writers who do not have a lot of experience writing grants.

Ms. McBride withdrew her substitute motion.

Ms. McBride noted a deadline of September 30th does not give organizations adequate time to apply for the funds.

Mr. Brown responded organizations have been contacting the County to determine when the application process is going to be opened and there has been media coverage regarding the process. We do not anticipate this will be the only application submittal window for funds.

Ms. McBride recommended having a press conference to publicize the process.

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

Opposed: Malinowski and McBride

Not Present: Newton

The vote was in favor.

Mr. Livingston moved to reconsider this item, seconded by Mr. J. Walker.

In Favor: Malinowski and McBride

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

Not Present: Newton

The motion for reconsideration failed.

POINT OF PERSONAL PRIVILEGE – Ms. Barron stated the Coronavirus Ad Hoc Committee has been working with Administration to ensure we had a solid document, so when the funds go out to community individuals will have something there. She is excited we are now to the point where people can start to apply. She thanked her colleagues for pushing this forward.

20. **EXECUTIVE SESSION**

Mr. Livingston move to go into Executive Session, seconded by Ms. Barron.

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

Not Present: Newton

The vote in favor was unanimous.

***Council went into Executive Session at approximately 6:54 PM
and came out at approximately 7:36 PM***

Ms. Newton arrived at approximately 7:09 PM and entered Executive Session.

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

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

The vote in favor was unanimous.

- a. State v. Tyler, et al (Warrant No. 2022A4021600867) – No action was taken.
- b. Mitchell, et al v. Richland County (Case No. 2021-CP-40-03410) – No action was taken.
- c. Harris v. Richland County (2022-CP-40-04075) – No action was taken.
- d. Alvin S. Glenn Detention Center – No action was taken.
- e. Voter Registration and Elections – No action was taken.

21. **MOTION PERIOD**

- a. Richland County Attorney Wright made committee chairs aware of the fact there is an ordinance that does not allow council to direct anyone except the Administrator or the Clerk of Council to request work on any matter. The wording that has been used many times stated to “Direct staff”, which is incorrect. In the future all directions need to be to the Administrator or the Clerk to Council. This motion is to request the Clerk to review all pending motions and correct language where needed so they follow county ordinance. Please contact legal department if additional information is needed. [MALINOWSKI and BARRON] – Mr. Malinowski moved to direct the Clerk to Council to review all pending motions and correct language where appropriate, seconded by Ms. Barron.

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

The vote in favor was unanimous.

- b. I move to direct the Administrator to conduct a review of the rank weeds and vegetation ordinance and recommend any updates that would improve the effectiveness of the ordinance particularly as it relates to safety, enforcement, and blight reduction. [NEWTON] – This item was referred to the D&S Committee.
- c. Based on the below information no further action should be taken by the Planning Commission or Council related to the new Land Development Code (LDC) until the urban heat island map is completed. The expanding residential, commercial and transportation infrastructure contribute to areas where temperatures are much warmer, and that could put people at risk of injury or death on hot days.

“This study will help demonstrate to local governments and others where we need to preserve undeveloped land and trees, plant additional trees or build other green infrastructure to reduce or prevent heat islands in Richland County.” (Quinton) Epps said. (Division Manager, Community Planning and Development Department)

The heat-mapping initiative aims to improve understanding of and guide action to reduce heat health risks, encouraging economic development and boost the area quality of life overall, therefore, prior to council deciding what zoning needs to be placed in specific areas without having that information would be a dereliction of our duties to the residents of the county. [MALINOWSKI] – This item was referred to the D&S Committee.

Mr. Malinowski moved to reconsider the agenda and add the “FY23 – District 5 Hospitality Tax Allocations” to the agenda, seconded by Ms. Terracio.

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

The vote in favor was unanimous.

FY23 – District 5 Hospitality Tax Allocations: Jam Room Foundation, \$7,500; Columbia Music Festival - \$10,000; SC Philharmonic - \$10,000; 701 CCA - \$10,000; Columbia City Ballet - \$10,000; Columbia Classical Ballet - \$10,000; Columbia Museum of Art - \$10,000; Five Points Association – St. Pat’s - \$10,000; Historic Columbia - \$20,000 and Columbia Jazz - \$2,500 – Ms. Terracio moved to approve this item, seconded by Ms. Mackey.

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

Opposed: J. Walker

The vote was in favor.

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

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

The motion for reconsideration failed.

22. **ADJOURNMENT** – Mr. Malinowski moved to adjourn, seconded by Ms. Barron.

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

The vote in favor was unanimous.

The meeting adjourned at approximately 7:47 PM.



Richland County Council

STATEMENT OF RECUSAL

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

(Please add agenda Item number and description):

17a - Project Bulldog infrastructure credit
agreement to provide for infrastructure credits

REASONS FOR DISQUALIFICATION:

My parent company represents the business
making the request

Jessica Mackay
Signature

[Signature]
Signature

8-30-2022
Date

8/30/22
Date received by Clerk Dept.



Report of the County Administrator

Special Called Meeting – September 13, 2022

CORONAVIRUS UPDATE:

COVID 19 Statistical Data for Current Reporting Period

In *Richland County, South Carolina*, community level is **High**.

- 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.

OTHER UPDATES:

Items Requiring Potential Council Action

Requests from external sources: The County Administrator will forward requestor's information to County Council for consideration as a part of the Report of the County Administrator. For action to be taken concerning the request, County Council will need to make a motion. If no motion is made during the initial meeting the request is presented, the item will be treated by County Administration as "for information only."

Requests from the County Administrator: The County Administrator will forward the request to County Council for consideration as a part of the Report of the County Administrator. The request will be submitted with a recommendation for Council action. For action to be taken concerning the request, County Council will need to make a motion. If no motion is made during the initial meeting the request is presented, the item will be treated by County Administration as "for information only."

Allen University Property Request – 1741 Cushman Drive Columbia, SC 29203

(see documents sent under separate cover)

Richland County Council Request for Action

Subject:

Case # 22-009MA
Josh Brown
RU to GC (1 acre)
341 Western Lane
TMS # R04000-03-03

Notes:

First Reading: July 26, 2022
Second Reading: August 30, 2022
Third Reading:
Public Hearing: July 26, 2022

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-22HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R04000-03-03 FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R04000-03-03 from Rural District (RU) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2022.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2022

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: July 26, 2022
First Reading: July 26, 2022
Second Reading: August 30, 2022
Third Reading: September 13, 2022

Richland County Council Request for Action

Subject:

Case # 22-011MA
Oliver Mack
RC to LI (4.7 Acres)
6108 Bluff Road
TMS # R21300-01-02, 31 and 32

Notes:

First Reading: July 26, 2022
Second Reading: August 30, 2022
Third Reading:
Public Hearing: July 26, 2022

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-22HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATIONS FOR THE REAL PROPERTIES DESCRIBED AS TMS # R21300-01-02, R21300-01-31, AND R21300-01-32 FROM RURAL COMMERCIAL DISTRICT (RC) TO LIGHT INDUSTRIAL DISTRICT (LI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R21300-01-02, R21300-01-31, and R21300-01-32 from Rural Commercial District (RC) to Light Industrial District (LI).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2022.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2022

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: July 26, 2022
First Reading: July 26, 2022
Second Reading: August 30, 2022
Third Reading: September 13, 2022

Richland County Council Request for Action

Subject:

Case # 22-012MA
Richard Hendy
E/S Hard Scrabble Rd
PDD to PDD (4.63 Acres)
TMS # R20400-01-19

Notes:

First Reading: July 26, 2022
Second Reading: August 30, 2022
Third Reading:
Public Hearing: July 26, 2022

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-22HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R20400-01-19 FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO PLANNED DEVELOPMENT DISTRICT (PDD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R20400-01-19 from Planned Development District (PDD) to Planned Development District (PDD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2022.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2022

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: July 26, 2022
First Reading: July 26, 2022
Second Reading: August 30, 2022
Third Reading: September 13, 2022

Richland County Council Request for Action

Subject:

Case # 22-013MA
Patrick Palmer
M-1 to GC (161.79 Acres)
310 Killian Road
TMS # R14600-03-16

Notes:

First Reading: July 26, 2022
Second Reading: August 30, 2022
Third Reading:
Public Hearing: July 26, 2022

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-22HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R14600-03-16 FROM LIGHT INDUSTRIAL DISTRICT (M-1) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R14600-03-16 from Light Industrial District (M-1) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2022.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2022

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: July 26, 2022
First Reading: July 26, 2022
Second Reading: August 30, 2022
Third Reading: September 13, 2022

Richland County Council Request for Action

Subject:

An Ordinance Authorizing the acquisition of certain property located in Richland County; and other matters related hereto

Notes:

First Reading: July 12, 2022

Second Reading: July 19, 2022

Third Reading: September 13, 2022 {Tentative}

Public Hearing: September 13, 2022

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

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN
PROPERTY LOCATED IN RICHLAND COUNTY; AND OTHER MATTERS
RELATED HERETO.**

WHEREAS, pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, Richland County, South Carolina (“County”), acting by and through its County Council, (“County Council”), is authorized to enter into contracts and to acquire real property by purchase;

WHEREAS, to further the economic development of the County, the County has identified and desires to acquire certain land and improvements thereon (“Real Property”), if any, in the County as more particularly identified in Exhibit A (“Agreement”);

WHEREAS, the County desires to enter into a purchase agreement with the seller of the Real Property or to accept assignment of a purchase agreement with the Seller, which will set forth the terms and conditions of the purchase of the Real Property by the County.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL:

Section 1. Findings. County Council determines that the purchase of the Real Property is a proper governmental and public purposes and is anticipated to benefit the general public welfare of the County.

Section 2. Approval of Purchase of Real Property. County Council approves the purchase of the Real Property by the County and authorizes each of the County Council Chair, the County Administrator, and the Director of Economic Development, as appropriate, to execute and deliver such documents that may be reasonably necessary to accomplish the purchase of the Real Property and to undertake such due diligence with respect to the Real Property as the County Council Chair, the County Administrator or the Director of Economic Development may determine is beneficial to the County. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the purchase of the Real Property are expressly ratified and confirmed.

Section 3. Approval of Purchase Agreement. County Council approves the negotiation, preparation, execution and delivery of a purchase agreement or the acceptance of an assignment of a purchase agreement, the final form, terms and provisions of which shall be approved by the County Council Chair, the County Administrator or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County.

Section 4. Further Acts. County Council authorizes the County Council Chair, the County Administrator, or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County, to take such further acts and negotiate, approve and execute whatever further instruments on behalf of the County as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance.

Section 5. General Repealer. Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. Effectiveness. This Ordinance is effective after third reading and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman of County Council

(SEAL)
ATTEST:

Clerk to County Council

READINGS:

First Reading: July 12, 2022
Second Reading: July 19, 2022
Public Hearing: September 13, 2022
Third Reading: September 13, 2022

EXHIBIT A
DESCRIPTION OF PROPERTY

Approximately 4.30 acres identified by TMS No. R1500-02-01

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 Dawson to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

Notes:

First Reading: August 30, 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 DAWSON TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

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

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

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

WHEREAS, Project Dawson, (“Sponsor”), desires to expand its operations by constructing a 12,000 sq. ft. office and warehouse in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$3,800,000, the retention of seven (7) full-time jobs and creation of twelve (12) 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 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 (1) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (2) locating the Project in the Park; and (3) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be maintained and 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 of 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, the Director of Economic Development, as appropriate, to take whatever further action and 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: August 30, 2022
Second Reading: September 13, 2022
Public Hearing: September 13, 2022
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

PROJECT DAWSON

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [DATE]

TABLE OF CONTENTS

	Page
Recitals.....	1
 ARTICLE I DEFINITIONS 	
Section 1.1 Terms.....	1
 ARTICLE II REPRESENTATIONS AND WARRANTIES 	
Section 2.1 Representations, Warranties, and Agreements of the County.....	4
Section 2.2 Representations, Warranties, and Agreements of the Sponsor.....	5
 ARTICLE III THE PROJECT 	
Section 3.1 The Project.....	5
Section 3.2 Leased Property.....	6
Section 3.3 Filings and Reports.....	6
 ARTICLE IV FILOT PAYMENTS 	
Section 4.1 FILOT Payments.....	6
Section 4.2 FILOT Payments on Replacement Property.....	7
Section 4.3 Removal of Components of the Project.....	7
Section 4.4 Damage or Destruction of Economic Development Property.....	7
Section 4.5 Condemnation.....	8
Section 4.6 Calculating FILOT Payments on Diminution in Value.....	8
Section 4.7 Payment of <i>Ad Valorem</i> Taxes.....	8
Section 4.8 Place of FILOT Payments.....	8
 [ARTICLE V ADDITIONAL INCENTIVES] 	
Section 5.1 Infrastructure Credits.....	8
 ARTICLE VI CLAW BACK 	
Section 6.1 Claw Back.....	9

ARTICLE VII
DEFAULT

Section 7.1 Events of Default 9
Section 7.2 Remedies on Default 9
Section 7.3 Reimbursement of Legal Fees and Other Expenses 10
Section 7.4 Remedies Not Exclusive 10

ARTICLE VIII
PARTICULAR COVENANTS AND AGREEMENTS

Section 8.1 Right to Inspect 10
Section 8.2 Confidentiality 10
Section 8.3 Indemnification Covenants 10
Section 8.4 No Liability of County’s Personnel 11
Section 8.5 Limitation of Liability 11
Section 8.6 Assignment 11
Section 8.7 No Double Payment; Future Changes in Legislation 12
Section 8.8 Administration Expenses 12

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1 Sponsor Affiliates 12
Section 9.2 Primary Responsibility 12

ARTICLE X
MISCELLANEOUS

Section 10.1 Notices 12
Section 10.2 Provision of Agreement for Sole Benefit of County and Sponsor 13
Section 10.3 Counterparts 13
Section 10.4 Governing Law 13
Section 10.5 Headings 13
Section 10.6 Amendments 13
Section 10.7 Agreement to Sign Other Documents 14
Section 10.8 Interpretation; Invalidity; Change in Laws 14
Section 10.9 Force Majeure 14
Section 10.10 Termination; Termination by Sponsor 14
Section 10.11 Entire Agreement 14
Section 10.12 Waiver 15
Section 10.13 Business Day 15
Section 10.14 Agreement’s Construction 15

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

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		Article I
Project Location		Exhibit A
Tax Map No.		Exhibit A
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 	30 Years	Article I
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 	\$3,800,000	Article I
<ul style="list-style-type: none"> • Contract Minimum Jobs Requirement 	Maintain current employment of 7 jobs and creation of 12 new full-time jobs over three (3) years.	Article I
<ul style="list-style-type: none"> • Investment Period 	5 Years	Article I
<ul style="list-style-type: none"> • Assessment Ratio 	6%	Article IV; Section 4.1 (a)(ii)
<ul style="list-style-type: none"> • Millage Rate 	0.5843	Article IV; Section 4.1 (a)(iii)
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable Millage 	Fixed	Article IV; Section 4.1 (a)(iii)
<ul style="list-style-type: none"> • Claw Back Information 		
Multicounty Park	I-77 Corridor Regional Industrial Park	Article I
Infrastructure Credit		
<ul style="list-style-type: none"> • Brief Description 	25% Special Source Revenue Credit	Article V; Section 5.1
<ul style="list-style-type: none"> • Credit Term 	10 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 in a pro-rata claw back on the SSRC, calculated as provided herein.	Article VI
Other Information	N/A	

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

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE 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 DAWSON], 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 expand a commercial enterprise (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$3,800,000 and the retention of seven (7) full-time jobs and the creation of twelve (12) new, full-time jobs;

(d) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT 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, 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 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 \$3,800,000.

“**Contract Minimum Jobs Requirement**” means maintaining not less than seven (7) full-time, jobs currently maintained by the Sponsor in the County in connection with the Project and creating twelve (12) additional full-time, jobs 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.

“**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.

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

“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 DAWSON] 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 February 10, 2022 and adopting an Inducement Resolution, as defined in the Act on [August 30, 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 office and warehouse 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 portion of the Phase), the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period, multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 0.5843, 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 the 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.

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

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

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

Section 8.3. Indemnification Covenants.

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

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

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

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

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

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

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

ARTICLE IX SPONSOR AFFILIATES

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

Callison Tighe & Robinson, LLC
Attn: Wm. Bert Brannon
1812 Lincoln Street, Suite 201 (29201)
Post Office Box 1390
Columbia, South Carolina 29202-1390
Email: bertbrannon@callisontighe.com
Phone: 803404.6900

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 DAWSON]

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

.

**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

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
201 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 Sponsor is entitled to claim an Infrastructure Credit in the amount of twenty-five percent (25%) of the FILOT Payments due with respect to the Project under this Fee Agreement for a ten (10) year period commencing with the first FILOT Payment due under this Fee Agreement.

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

If the Sponsor does not achieve the Contract Minimum Investment Requirement or the Contract Minimum Jobs Requirement as of the end of the Investment Period, then the Sponsor shall repay a pro rata portion of the Infrastructure Credit benefit received as of the end of the Investment Period and the Infrastructure Credit shall be reduced prospectively by the Claw Back Percentage.

The pro rata portion of the Infrastructure Credit to be repaid by the Sponsor is calculated as follows:

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 and Maintained / Contract Minimum Jobs Requirement [may not exceed 100%]

In calculating the 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 \$100,000 in Infrastructure Credits, and \$3,500,000 has been invested at the Project and 7 jobs have been retained and 10 jobs been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Jobs Achievement Percentage = 17/19 = 89.5%

Investment Achievement Percentage = \$3,400,000/\$3,800,000 = 89.5%

Overall Achievement Percentage = (89.5% + 89.5%)/2 = 89.5%

Claw Back Percentage = 100% - 89.5% = 10.5%

Repayment Amount = \$100,000 x 10.5% = \$10,500

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.



REQUEST OF ACTION

Subject: FY23 - District 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$45,000** for District 7.

B. Background / Discussion

For the 2022 - 2023 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY23, Regular Council Meeting – June 7, 2022: Establish Hospitality Tax discretionary accounts for each district in FY23 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY21-22 be carried over and added to any additional funding for FY22-23.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY23 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2022 Remaining	\$ 60,900
The Big Red Barn	\$ 10,000
Talented Tenth	\$ 5,000
Junior League of Columbia	\$ 20,000
Broad River Business Alliance	\$ 5,000
Aja Wilson Foundation	\$ 5,000
Total Allocation	\$ 45,000
Remaining FY2023 Balance	\$ 98,325

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022

D. Alternatives

1. Consider the request and approve the allocation.

2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY23 - District 9 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$2,500** for District 9.

B. Background / Discussion

For the 2022 - 2023 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY23, Regular Council Meeting – June 7, 2022: Establish Hospitality Tax discretionary accounts for each district in FY23 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY21-22 be carried over and added to any additional funding for FY22-23.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY23 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 9 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2022 Remaining	\$175,400
Range Fore Hope Foundation	\$ 2,500
Total Allocation	\$ 2,500
Remaining FY2023 Balance	\$245,325

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Harry J. Polis, Jr.	Title:	Deputy Chief
Department:	Sheriff's Department	Division:	Operations
Date Prepared:	August 31, 2022	Meeting Date:	September 20, 2022
Legal Review	Patrick Wright via email	Date:	September 7, 2022
Budget Review	Abhijit Deshpande via email	Date:	September 2, 2022
Finance Review	Stacey Hamm via email	Date:	September 2, 2022
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Special Called		
Subject	Deferred Maintenance of Cessna Plane Contract – Emergency Procurement		

RECOMMENDED/REQUESTED ACTION:

The Sheriff's Department recommends awarding the contract to complete the deferred maintenance on the Sheriff's Department Cessna (fixed wing aircraft) engine to Southern Cross Aviation under the county emergency procurement guidelines.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

County Council approved the allocation of \$140,207 of American Rescue Plan Act funds to the Sheriff's Department for this project during the Regular Session Council Meeting on June 7, 2022.

Applicable department/grant key and object codes: 1200992020 4881900 522500

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

This is in accordance with Emergency Procurement guidelines.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

The Cessna fixed-wing aircraft operates under Federal Aviation Administration Part 91 of Title 14 of the Code of Regulations. The engine maintenance requirements are based on hours of use and predicted component failure. Engine maintenance is critical for the safety of personnel.

MOTION OF ORIGIN:

“...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%)”

Council Member	Coronavirus Ad Hoc Committee Recommendation
Meeting	Regular Session
Date	June 7, 2022

STRATEGIC & GENERATIVE DISCUSSION:

During the Regular Session Council Meeting on June 7, 2022, County Council approved the allocation of \$140,207 of American Rescue Plan Act funding to the Sheriff's Department to complete deferred maintenance on the Cessna fixed-wing aircraft.

The Sheriff's Department needs Council to award the contract to Southern Cross Aviation to complete the required maintenance. The Sheriff's Department obtained four quotes for the engine (Lycoming Model TIO-540-AJ1A) and Southern Cross Aviation was the least expensive of the four quotes. Due to the length of time it will take the engine to arrive from the time the order is placed (presently 11 to 12 months) we are requesting approval for an emergency procurement.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Justification for Emergency Procurement
2. Regular Session Council Meeting Minutes - June 7, 2022



Richland County Finance Department
Division of Procurement & Contracting

JUSTIFICATION FOR EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 2-612 of the Richland County Procurement Ordinance.

Richland County Sheriff's Department proposes to procure one (1) factory rebuilt Lycoming 6 cylinder
fixed-wing aircraft engine (Model TIO-540-AJ1A)

as an emergency procurement from Southern Cross Aviation

The basis for this emergency determination and the reason no other vendor is suitable is: Operating
the current Cessna engine beyond the TBO (to be overhauled) hours (2,000) puts the pilot, crew,
and citizens at significant risk of injury or death. Delivery time from the day the order is placed is 11-12
months. It will take an additional 4 weeks to install the engine. There are approximately 449 hours
remaining on our current engine core before we must replace the engine.

August 31, 2022
Date

Leon Lott, Sheriff
Department Head Name

Signature

- NOTES:
- (1) Enter the department name
 - (2) Enter description of goods or services to be procured.
 - (3) Enter name of emergency contractor.
 - (4) Enter the determination and basis for emergency procurement.

THE DRUG FREE WORK PLACE ACT APPLIES TO ALL EMERGENCY PROCUREMENTS OF \$50,000 OR GREATER.

- 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

**Regular Session
June 7, 2022**

-15-

74 of 76



REQUEST OF ACTION

Subject: FY23 - District 11 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$3,000** for District 11.

B. Background / Discussion

For the 2022 - 2023 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY23, Regular Council Meeting – June 7, 2022: Establish Hospitality Tax discretionary accounts for each district in FY23 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY21-22 be carried over and added to any additional funding for FY22-23.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY23 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 11 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2022 Remaining	\$171,102
Tri-City Visionaries	\$ 3,000
Total Allocation	\$ 3,000
Remaining FY2023 Balance	\$250,527

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of the Budget FY19- June 21, 2018
- 3rd Reading of the Budget FY20- June 10, 2019
- 3rd Reading of the Budget FY21- June 11, 2020
- 3rd Reading of the Budget FY22- June 10, 2021
- 3rd Reading of the Budget FY23- June 7, 2022

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.