

RICHLAND COUNTY

REGULAR SESSION

AMENDED

AGENDA



TUESDAY MARCH 5, 2024

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2024-2025



Derrek Pugh
District 2
Vice Chair



Jason Branham
District 1



Gretchen Barron
District 7



Yvonne McBride
District 3



Paul Livingston
District 4



Allison Terracio
District 5



Don Weaver
District 6



Overture Walker
District 8



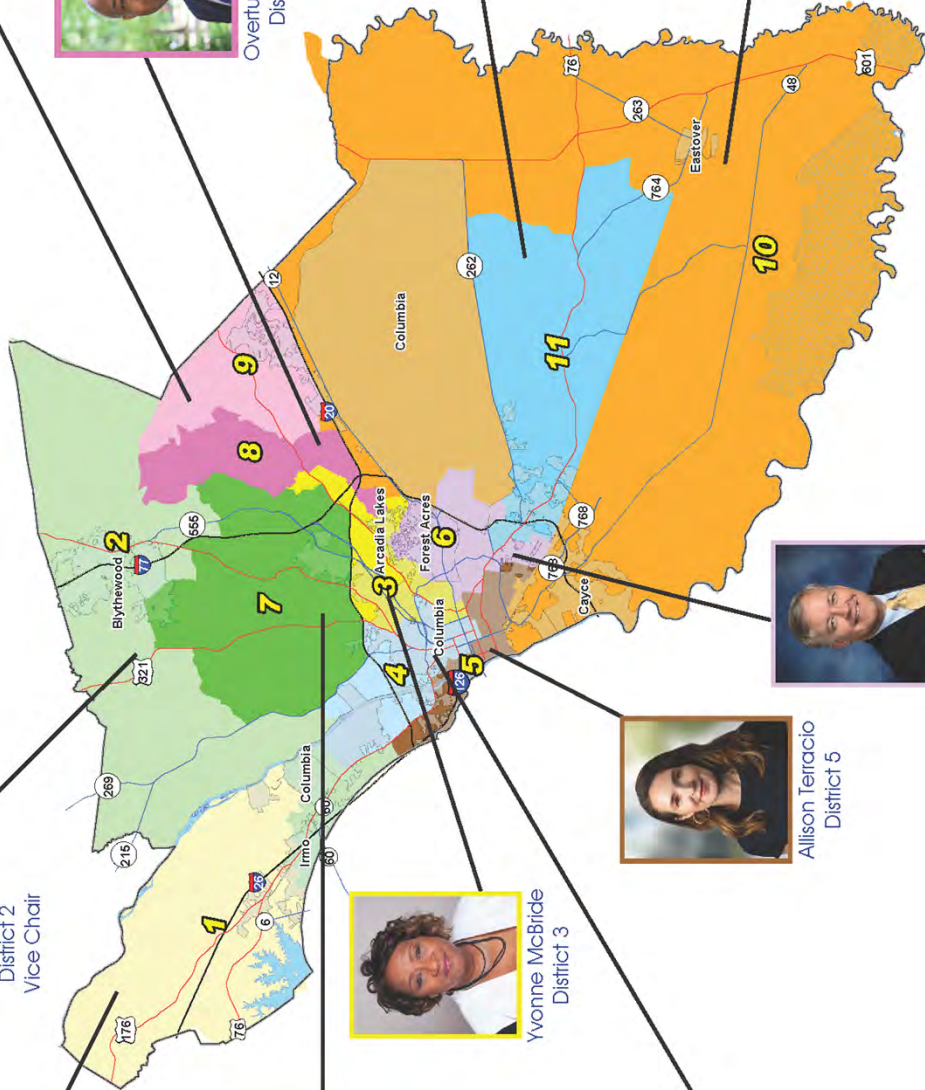
Chakisse Newton
District 11



Cheryl English
District 10



Jessica Mackey
District 9
Chair





**Richland County
Regular Session**

AMENDED

AGENDA

March 5, 2024 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

1. CALL TO ORDER

The Honorable Jesica Mackey,
Chair Richland County Council

a. ROLL CALL

2. INVOCATION

The Honorable Derrek Pugh

3. PLEDGE OF ALLEGIANCE

The Honorable Derrek Pugh

4. PRESENTATION OF RESOLUTION

**a. A Resolution recognizing and declaring Harriette
"Hettie" Eugenia Anderson as America's First African
American Artists' Model**

The Honorable Overture Walker
The Honorable Jason Branham
The Honorable Derrek Pugh
The Honorable Yvonne McBride
The Honorable Paul Livingston
The Honorable Allison Terracio
The Honorable Don Weaver
The Honorable Gretchen Barron
The Honorable Jesica Mackey
The Honorable Cheryl English
The Honorable Chakisse Newton

5. PRESENTATION OF PROCLAMATION

**a. A Proclamation Recognizing Stephen Duerr as the 2023
Elementary Physical Education Teacher of the Year**

The Honorable Allison Terracio

**b. A Proclamation Recognizing Columbia-Richland Fire
Department Chief Aubrey Jenkins**

The Honorable Chakisse Newton
The Honorable Jason Branham
The Honorable Derrek Pugh
The Honorable Paul Livingston
The Honorable Don Weaver
The Honorable Gretchen Barron
The Honorable Overture Walker
The Honorable Jesica Mackey
The Honorable Cheryl English

6. **APPROVAL OF MINUTES** The Honorable Jesica Mackey
- a. Special Called Meeting: February 13, 2024 [\[PAGES 8-13\]](#)
- b. Zoning Public Hearing: February 27, 2024 [\[PAGES 14-15\]](#)
7. **ADOPTION OF AGENDA** The Honorable Jesica Mackey
8. **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. Legal Update: Transportation Road Map [Pursuant to S.C. Code 30-4-70(a)(2)]
9. **CITIZEN'S INPUT** The Honorable Jesica Mackey
- a. For Items on the Agenda Not Requiring a Public Hearing
10. **CITIZEN'S INPUT** The Honorable Jesica Mackey
- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time.)
11. **REPORT OF THE COUNTY ADMINISTRATOR** Leonardo Brown,
County Administrator
- [\[PAGES 16-27\]](#)
- a. Updates for Consideration:
1. General Updates
- b. Administrator's Nomination: (Items in this section require action that may prejudice the County's interest in a discernible way (i.e. time sensitive, exigent, or of immediate importance)
1. County Utilities - Northeast Sewer Service Area Minor 208 Plan Amendment [\[PAGES 17-27\]](#)
12. **REPORT OF THE CLERK OF COUNCIL** Anette Kyrlo,
Clerk of Council
13. **REPORT OF THE CHAIR** The Honorable Jesica Mackey
- a. County Council Calendar: Reschedule Council meetings scheduled on April 2, 2024, to April 9, 2024

14. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Jesica Mackey

- a. Authorizing the execution and delivery of one or more fee-in-lieu of ad valorem taxes and incentive agreements by and among Richland County, South Carolina, McEntire Produce, Inc., R.C. McEntire Trucking, Inc., and McEntire Limited Partnership to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

15. APPROVAL OF CONSENT ITEMS

The Honorable Jesica Mackey

- a. Case # 23-026MA
Tony Lawton
RU to GC
113 Sease Road (1.14 Acres)
TMS # R04003-02-17 [SECOND READING] [\[PAGES 27-28\]](#)
- b. An Ordinance amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; by adding Article VII entitled "Short-Term Rentals" so as to establish certain requirements for properties being used as short-term rentals, to define necessary terms, and to provide penalties [FIRST READING] [\[PAGES 29-56\]](#)
- c. Community Planning & Development/Department of Public Works – Professional Services - Town of Blythewood Intergovernmental Agreement [\[PAGES 57-74\]](#)
- d. Department of Public Works - Engineering Division -Summit Ridge Sidewalk Construction [\[PAGES 75-79\]](#)
- e. County Utilities - Quail Creek Sewer Extension [\[PAGES 80-83\]](#)
- f. Community Planning & Development - Conservation Division - Mill Creek Bridge Replacement [\[PAGES 84-92\]](#)

16. THIRD READING ITEMS

The Honorable Jesica Mackey

- a. Authorizing the execution and delivery of one or more fee-in-lieu of ad valorem taxes and incentive agreements by and among Richland County, South Carolina, McEntire Produce, Inc., R.C. McEntire Trucking, Inc., and McEntire Limited Partnership to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [\[PAGES 93-128\]](#)

The Honorable Jesica Mackey

17. FIRST READING ITEMS

The Honorable Jessica Mackey

- a. An Ordinance authorizing a quitclaim deed to Bobby J. and Nancy Y. Spivey for unused and unopened right-of-way on Lake Dogwood Circle South [\[PAGES 129-132\]](#)

18. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Colite Technologies, LLC; and other related matters [FIRST READING] [\[PAGES 133-154\]](#)

19. OTHER ITEMS

The Honorable Jessica Mackey

- a. A Resolution to appoint and commission Connor Cox as Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [\[PAGE 155\]](#)
- b. FY24 - District 5 Hospitality Tax Allocations [\[PAGES 156-157\]](#)
 - 1. Congaree Vista Guild - \$5,000
- c. FY24 - District 7 Hospitality Tax Allocations [\[PAGES 158-159\]](#)
 - 1. Wiley Kennedy Foundation - \$2,000
 - 2. Columbia Museum of Art - \$15,000
- d. FY24 - District 11 Hospitality Tax Allocations [\[PAGES 160-161\]](#)
 - 1. Lower Richland Sweet Potato Festival - \$15,000
- e. FY24 - District 3 Hospitality Tax Allocations [\[PAGES 162-163\]](#)
 - 1. Wiley Kennedy Foundation - \$15,000

20. EXECUTIVE SESSION

Patrick Wright, County Attorney

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

21. MOTION PERIOD

22. ADJOURNMENT

The Honorable Jessica Mackey



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



Richland County Council
Special Called
MINUTES
February 13, 2024 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Jesica Mackey, Chair; Derrek Pugh, Vice-Chair; Jason Branham, Yvonne McBride (via Zoom), Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, Overture Walker, Cheryl English, and Chakisse Newton

OTHERS PRESENT: Michelle Onley, Aric Jensen, Leonardo Brown, Anette Kirylo, Lori Thomas, Stacey Hamm, Susan O’Cain, Dale Welch, Ashiya Myers, Kyle Holsclaw, Angela Weathersby, Andrew Haworth, Tamar Black, Patrick Wright, Michael Maloney, Ashley Fullerton, Jeff Ruble, Thomas Gilbert, Judy Carter, Sarah Harris, Sandra Haynes, John Thompson, Maddison Wilkerson, Geo Price, and Michael Byrd

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by Dr. Jennifer Bishop, Grace Christian Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Jesica Mackey.
4. **PRESENTATION OF PROCLAMATIONS**

Mr. Pugh moved to make Items 4(a), 4(b), and 4(c) from proclamations to resolutions, seconded by Ms. Barron.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

Mr. Walker moved to adopt the resolutions recognizing and honoring the Benedict College Football Team, Coach Chennis Berry, Jr., and Loobert Denelus, seconded by Ms. Barron.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

- a. **A Proclamation Recognizing Benedict College’s Back-to-Back Southern Intercollegiate Athletic Conference (SIAC) Championships** – Ms. Susan O’Cain, Public Information/Communications Director, read the resolution into the record.
- b. **A Proclamation Honoring Coach Chennis Berry, Jr.** – Ms. Susan O’Cain, Public Information/Communications Director, read the resolution into the record.
- c. **A Proclamation Recognizing Loobert Denelus, Southern Intercollegiate Athletic Conference (SIAC) Defensive Player of the Year, 2022 and 2023** – Ms. Susan O’Cain, Public Information/Communications Director, read the resolution into the record.

POINT OF PERSONAL PRIVILEGE – Mr. Pugh thanked the Benedict College Football Team’s former Coach, Chennis Berry, Jr., and Dr. Roslyn Artis, Benedict’s President, for their leadership.

Ms. Barron thanked the Benedict College Football Program for their academic and athletic excellence and for representing Richland County well.

Dr. Artis presented County Council with a signed Championship Ball.

- d. **A Proclamation Declaring February as American Heart Month** – Ms. Susan O’Cain, Public Information/Communications Director, read the resolution into the record.

POINT OF PERSONAL PRIVILEGE – Ms. Barron recognized February as Black History Month. She honored local trailblazers, such as Celia Saxon, Modjeska Simpkins, Ovetta Glover, Aubrey Jenkins, and the Honorable Jessica Mackey.

5. **APPROVAL OF MINUTES**

- a. Regular Session: February 6, 2024 – Ms. Newton moved to approve the minutes as distributed, seconded by Ms. Barron.

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

6. **ADOPTION OF AGENDA** – Mr. Patrick Wright, County Attorney, requested to add “FOIA Legal Advice” to the Report of the Attorney for Executive Session Items, pursuant to the SC Code of Laws, Sec. 30-4-70(a)(2).

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

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

7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – Mr. Patrick Wright, County Attorney, indicated the following items qualify for Executive Session under South Carolina Code section 30-4-70: (a)(2)

- a. Legal Update: Transportation Road Map [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
b. 1430 W. Colonial Life Boulevard Property Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
c. Property Acquisition – 3650 Bluff Road [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]
d. Personnel Matter: Grievance Reviews and Recommendations [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)]
e. Legal Advice: Freedom of Information Act [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)]

Mr. Walker moved to go into Executive Session, seconded by Ms. Barron.

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

***Council went into Executive Session at approximately 6:30 PM
and came out at approximately 7:14 PM***

Ms. Terracio moved to come out of Executive Session, seconded by Ms. English.

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

Ms. Mackey indicated no action was taken in Executive Session.

8. **CITIZENS' INPUT**

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

9. **CITIZENS' INPUT**

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

Maurice Pearl, 3613 Lucius Road, Columbia, SC 29201 – Central Midlands Regional Transit Authority

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Updates for Consideration

1. *1430 W. Colonial Life Boulevard Property Update* – This item was taken up in Executive Session.
2. *Personnel Matter: Grievance Reviews and Recommendations* – This item was taken up in Executive Session.
3. *Transportation Update* – This item was taken up in Executive Session.
4. *Land Development Code Update* – Mr. Aric Jensen, Assistant County Administrator, noted they are working internally on updating all of the processes so that when they go live on March 1st, the website and internal forms will line up. In addition, they will be taking the information to the various communities by piggybacking on established community meetings.

Ms. Barron inquired if it would be helpful to staff to have Councilmembers provide information regarding established community meetings in their districts.

Mr. Jensen responded that would be appreciated. He noted they are developing a brochure to be handed out at these meetings. The brochure should be finalized in the next few weeks.

Mr. Branham inquired if there is an interactive GIS map on the County's website where citizens can see their new zoning classification.

Mr. Jensen replied in the affirmative.

Mr. Branham asked if notices would be mailed to property owners identifying their new zoning classification.

Mr. Jensen indicated they would not be mailing notices since there were no special changes that were not contemplated in the adopted text. If they find out during the process they need to communicate the information, we will do so.

5. *Comprehensive Plan Update and Draft RFQ/RFP Timeline* – Mr. Jensen indicated there will be a lot of difficult decisions as a part of this process. Staff intends to give Council as much information as possible to make the best decision(s). When we go out into the communities and start talking about what they want their community to look like in the future, there will be a wide variety of responses. The draft RFP was included in the agenda packet. If there are any revisions or additions, you may provide your thoughts to the Clerk of Council or himself. The process is anticipated to begin at the beginning of FY25 and conclude in the fall of 2025.

Ms. Mackey noted it is important that the consultant can envision where the County is going.

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

1. *County Administrator – Property Acquisition – 3650 Bluff Road* – This item was taken up in Executive Session.
2. *Grants & Community Outreach – Community Development Division – Contract Approval for CDBG Public Facility Projects*

The County Administrator, Leonardo Brown, stated during the Council approval process \$104,008 was set aside from available Community Development Block Grant (CDBG) funds for contingency needs for projects should unexpected costs arise. Serve & Connect's initial CDBG award was approved for \$300,000, but County staff seeks to increase the amount by \$30,600 to assist with asbestos mitigation and the addition of an ADA bathroom necessary for the rehabilitation of the Peterson Church property to become a HUD-qualified Public Facility. The request is to approve additional funding that was available in contingency funding.

Ms. Barron moved to approve staff's recommendation to Serve & Connect's award by \$30,600 Connect to assist with asbestos mitigation and the inclusion of an ADA bathroom, seconded by Ms. Newton.

Mr. Weaver inquired about the acquisition of the Peterson Presbyterian Church.

Mr. Brown indicated it is one of the projects that was submitted under the CDBG Program that is eligible to receive funds.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

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

Opposed: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The motion for reconsideration failed.

11. **REPORT OF THE CLERK OF COUNCIL**

- a. Counties Connect: A Legislative Action Day & Institute of Government – The Clerk of Council, Anette Kirylo, reminded Council about the upcoming Institute of Government classes and Legislative Action Day on February 21-22, 2024.
- b. Deputy Clerk of Council Michelle Onley's Work Anniversary – Ms. Kirylo recognized Ms. Onley on her 18th year Anniversary with the County.

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

13. **OPEN/CLOSE PUBLIC HEARINGS**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed

with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Earlewood Apartment Rental Properties, LLC; and other related matters – No one signed up to speak.

14. **THIRD READING ITEM**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Earlewood Apartment Rental Properties, LLC; and other related matters – Mr. Livingston moved to approve this item, seconded by Ms. Barron.

In Favor: Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

Opposed: Branham

The vote was in favor.

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

Opposed: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The motion for reconsideration failed.

- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to codify the 2021 Editions of the International Residential Code, the International Building Code, the International Fire Code, the International Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the International Property Maintenance Code and the 2009 South Carolina Energy Conservation Code, and the 2020 National Electric Code (NDPA 70) – Ms. English moved to approve this item, seconded by Ms. Barron

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

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

Opposed: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The motion for reconsideration failed.

15. **REPORT OF THE STRATEGIC PLANNING AD HOC COMMITTEE**

- a. Initiatives – Ms. Mackey stated the initiatives were presented to Council during the Strategic Planning Forum and included in the agenda packet. The committee recommended approval of the consolidated initiatives and providing new language for the dashboard.

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

Opposed: Branham and McBride

The vote was in favor.

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

In Favor: Branham and McBride

Opposed: Pugh, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The motion for reconsideration failed.

- b. County Website Update – Ms. Mackey indicated the RFP is anticipated to be issued by the end of February.
- c. Governmental Affairs – Ms. Mackey noted the committee received information about partnering with other government entities. In addition, we are working with the Clerk of Council and staff to schedule a Legislative Reception.

16. **OTHER ITEMS**

- a. FY24 – District 7 Hospitality Tax Allocations (Wiley Kennedy Foundation - \$2,000) – Ms. Terracio moved to approve this item, seconded by Ms. Barron.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

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

Opposed: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The motion for reconsideration failed.

17. **EXECUTIVE SESSION**

Mr. Pugh moved to go into Executive Session, seconded by Ms. Barron.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

***Council went into Executive Session at approximately 7:43 PM
and came out at approximately 8:07 PM***

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

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

Not Present: McBride

The vote in favor was unanimous.

Ms. Mackey indicated no action was taken in Executive Session.

- a. 1430 W. Colonial Life Boulevard Property Update [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – Ms. Terracio moved to authorize the County Administrator to move forward with the sale of 1430 W. Colonial Life Boulevard, seconded by Ms. Barron.

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

Not Present: McBride

The vote in favor was unanimous.

- b. Property Acquisition – 3650 Bluff Road [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(2)] – Ms. English moved to direct the County Administrator to move forward with negotiations for the acquisition of property located at 3650 Bluff Road for the construction of the Olympia Magistrate Facility, as aligned in the County Magistrate's Office Improvement Property List, seconded by Ms. Terracio.

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

Not Present: McBride

The vote in favor was unanimous.

- c. Personnel Matter: Grievance Reviews and Recommendations [Pursuant to SC Code of Laws, Sec. 30-4-70(a)(1)] – Mr. Weaver moved to uphold the recommendations of the Grievance Committee, seconded by Ms. Barron.

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

Not Present: McBride

The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 17(a), 17(b), and 17(c), seconded by Ms. Newton.

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

Not Present: McBride

The motion for reconsideration failed.

18. **MOTION PERIOD**

- a. I move that Elmont Drive, located in unincorporated Richland County, be renamed J. T. McLawhorn Drive, in honor of Mr. J. T. McLawhorn who has served for years as the President and Chief Executive Officer of the Columbia Urban League, a non-profit, non-partisan, interracial organization serving African-Americans and economically disadvantaged individuals and families, under whose visionary leadership the organization implemented new programs that have had a tremendous impact throughout South Carolina [BARRON]

Ms. Barron amended her motion to read as follows: "I move that Elmont Drive, located in unincorporated Richland County, be given the honorary name J. T. McLawhorn Way, in honor of Mr. J. T. McLawhorn, who has served for years as the President and Chief Executive Officer of the Columbia Urban League, a non-profit, non-partisan, interracial organization serving African Americans and economically disadvantaged individuals and families, under whose visionary leadership the organization implemented new programs that have had a tremendous impact throughout South Carolina."

Ms. Barron moved for unanimous consent to take up the motion at tonight's meeting, seconded by Ms. Terracio.
In Favor: Branham, Pugh, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton
Not Present: McBride
The vote in favor was unanimous.
Ms. Barron moved to approve the above-referenced motion, seconded by Ms. English.
In Favor: Branham, Pugh, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton
Not Present: McBride
The vote in favor was unanimous.

19. **ADJOURNMENT** – Mr. Livingston moved to adjourn the meeting, seconded by Ms. Newton.

In Favor: Branham, Pugh, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton
Not Present: McBride
The vote in favor was unanimous.
The meeting adjourned at approximately 8:15 PM.



Richland County Council
Zoning Public Hearing
MINUTES
February 27, 2024 – 7:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Jesica Mackey, Chair; Derrek Pugh, Vice-Chair; Jason Branham, Yvonne McBride, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, Overture Walker, Cheryl English and Chakisse Newton (via Zoom)

OTHERS PRESENT: Geo Price, Angela Weathersby, Anette Kyrlo, Michelle Onley, Patrick Wright, Tina Davis-Gooden, Jackie Hancock, Aric Jensen, Thomas Gilbert, Tommy DeLage, Dale Welch, and Kyle Holsclaw

1. **CALL TO ORDER** – Chairwoman Jesica Mackey called the meeting to order at approximately 7:00 PM.
2. **ADDITIONS/DELETIONS TO THE AGENDA** – Councilman Branham requested to remove item # 2. Case# 23-002 MA from this agenda and defer it until the April Public hearing meeting.

3. **ADOPTION OF AGENDA**

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

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

4. **OPEN PUBLIC HEARING**

- a. **MAP AMENDMENTS [ACTION]**

1. **Case # 22-003MA**

Jatin Patel
RU to NU (32.21 Acres)
S/S Killian Road
TMS # R14600-03-35 [FIRST READING]

Ms. Mackey opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Barron stated she and several staff members visited this part of her district. There are major concerns about runoff, stormwater drainage, and flooding. A request has been made to the South Carolina Department of Transportation (SCDOT) to look into this particular area. This property sits in that area, and given the time we anticipate it will take for this study to be completed, she will be moving to deny the rezoning request.

Ms. Barron moved to deny the re-zoning request, seconded by Mr. Walker.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

2. **Case # 23-002MA**

Jesse Carter
M-1 to PDD (29.96 Acres)
Broad River Road
TMS # R02500-05-10 [FIRST READING]

Mr. Branham moved to defer this item and the public hearing until the April Zoning Public Hearing.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

3. Case #23-026MA

Tony Lawton

RU to GC

113 Sease Road (1.14 Acres)

TMS # R04003-02-17 [FIRST READING]

Ms. Mackey opened the floor to the public hearing.

The following individuals spoke against the re-zoning request.

1. Brian Long, 1525 Shady Grove Road, Irmo, SC 29063
2. Stewart Wright, 309 Ridge Run Trail, Irmo, SC 29063
3. Kim Murphy, 154 Old Laurel Lane, Chapin, SC 29036

The applicant, Tony Lawton, 158 Bellevalley Lane, Columbia, SC 29223, spoke in favor of the re-zoning request.

The floor to the public hearing was closed.

Mr. Branham noted he had spent several months reviewing the application. The property is located on the border of the Town of Irmo, in a triangular wedge between the railroad tracks and Broad River Road. The surrounding tracks of land have commercial activity; therefore, the subject property fits into the surrounding area and uses of the property. It is not ideal that it is located on a dirt road, although there are no plans to pave the road. We unquestionably want to be careful to respect the approximate 16 gravesites identified by an archeologist along the property's southern boundary. Most of the cemetery is on a neighboring piece of property. We agree that we must protect the 20 feet along the southern boundary that contains the gravesites and beyond that to include a 25-foot buffer required by state law. If additional gravesites are discovered during the development process, staff will work to respect and protect them.

Mr. Branham moved to approve the re-zoning request, seconded by Mr. Livingston.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

6. ADJOURNMENT – Ms. Terracio moved to adjourn the meeting, seconded by Ms. Barron.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

The meeting adjourned at approximately 7:21 PM.

**RICHLAND COUNTY
ADMINISTRATION**

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



Report of the County Administrator

Regular Session - March 05, 2024

UPDATES FOR CONSIDERATION:

General Updates

ADMINISTRATOR'S NOMINATION:

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

County Utilities - Northeast Sewer Service Area Minor 208 Plan Amendment: Richland County Utilities requests County Council's approval of a Memorandum of Understanding (MOU) between Southwest Water and the City of Columbia for 208 plan amendment to provide sewer service for Scout Motors and the surrounding area.

ATTACHMENTS:

1. Agenda Briefing: County Utilities - Northeast Sewer Service Area Minor 208 Plan Amendment

**RICHLAND COUNTY
ADMINISTRATION**

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

Report of the County Administrator Attachment 1



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Administration
Date Prepared:	February 14, 2024	Meeting Date:	March 5, 2024
Legal Review	Elizabeth McLean via email	Date:	February 16, 2024
Budget Review	Maddison Wilkerson via email	Date:	February 16, 2024
Finance Review	Stacey Hamm via email	Date:	February 15, 2024
Approved for consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM
Meeting/Committee	Regular Session		
Subject	Northeast Richland County Minor 208 Plan Amendment		

RECOMMENDED/REQUESTED ACTION:

Richland County Utilities requests County Council's approval of a Memorandum of Understanding (MOU) between Southwest Water and the City of Columbia for 208 plan amendment to provide sewer service for Scout Motors and the surrounding area.

Request for Council Reconsideration: ☒ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There is no anticipated fiscal impact.

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Richland County Utilities requests County Council's approval of a Memorandum of Understanding (MOU) between Southwest Water and the City of Columbia for 208 plan amendment to provide sewer service for Scout Motors and the surrounding area. The Clean Water Act established an areawide approach to mitigating water pollution; the 208 plan was created in South Carolina to assist local decision makers regarding land use and its influence on water quality. The 208-plan created 9 municipal management areas, one of which is Richland County and another, located within Richland County, is the City of Columbia. While there can be other service providers within the management areas, the municipalities remain the management agent for those areas. The only way to modify these areas is by amending the 208 plan or modifying the 208 plan itself. Since some of Richland County's management area has been served by Southwest Water (formally Palmetto Utilities), staff is proposing this 208-plan amendment to accommodate sewer services for the areas identified in the MOU surrounding the Scout Motors development.

Richland County is the sewer management agency in portions of unincorporated Richland County near the Scout Motors property. Some properties are within the City of Columbia, and some are located in disputed areas between Southwest Water and the City of Columbia. To clear up the properties being served by each provider, the areas are being drawn and officially designated to each service provider based on the attached maps. To finalize these areas, where all parties agree that the best solution to expeditiously provide sewer service to all of the affected properties, the attached documentation must be presented to the Central Midlands Council of Government for a Minor 208 Plan Amendment. This is the only documentation necessary to clarify and legally document who provides service to each area.

There are portions of the MOU that identify feasibility studies in the areas roughly between Highway 321 and Monticello Road for consideration of providers for future sewer service provided in this area. Southwest Water will perform these studies at no cost or obligation to the County. The best course of action for all parties will be determined and presented after these studies are completed.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

- Goal 1: Foster Good Governance
 - Objective 1.5: Collaborate with other governments.

ATTACHMENTS:

1. County Attorney's Office Revised Memorandum of Understanding
2. Exhibit A - CMCOG 208 Boundary
3. Exhibit B - CMCOG 208 Boundary

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Memorandum”) is entered into this ____ day of _____, 2023 by and among Richland County, South Carolina (“County” or “Richland County”), the City of Columbia, South Carolina (“City”), and South Carolina Water Utilities – PUI, Inc. (“SCWU”). The County, the City, and SCWU may be referred to collectively as “the Parties.”

W I T N E S S E T H:

WHEREAS, the County is a political subdivision of the State of South Carolina (“State”) authorized by the Constitution and general laws of the State to construct, own, operate, and maintain a system for the collection, treatment, and disposal of wastewater;

WHEREAS, the City is a political subdivision of the State authorized by the Constitution and general laws of the State to construct, own, operate, and maintain a system for the collection, treatment, and disposal of wastewater;

WHEREAS, SCWU is a South Carolina corporation and a public utility as defined by S.C. CODE ANN. § 58-1-10;

WHEREAS, in accordance with Section 208 of the Federal Water Pollution Control Act Amendments of 1972 (33 U.S.C. § 1288), the Central Midlands Council of Governments (“CMCOG”) has been designated to serve as the planning agency for the four-county central midlands region which includes Fairfield, Newberry, Lexington and Richland Counties. As a planning agency, the CMCOG has adopted the 208 Water Quality Management Plan for the Central Midlands Region, dated February 27, 1997, as amended (“Central Midlands 208 Plan”). The Central Midlands 208 Plan establishes service areas within Richland County, including a portion of northeastern Richland County more specifically identified on **Exhibit A**, attached hereto (“NE Richland Service Area”).

WHEREAS, an Agreement between South Carolina Department of Health and Environmental Control, CMCOG, Santee-Lynches Regional Council of Governments, Palmetto Utilities (now known as SCWU), Richland County, City of Camden, and Kershaw County was executed by the parties thereto on or about May 24, 2006 (“2006 Agreement”). SCWU claims that the 2006 Agreement authorizes SCWU to provide sewer service to an area within which the City claims the authority to provide sewer service under the Central Midlands 208 Plan (“Disputed Area”). The Disputed Area is more specifically identified on **Exhibit A**.

WHEREAS, the County owns property on the western side of Interstate 77, south of Blythewood Road, which is being developed as the Blythewood Industrial Park (“Park”), a commercial and industrial park created to attract new investment and jobs to the County;

WHEREAS, the Town of Blythewood (“Blythewood”) and Wildewood Utilities, Inc. (n/k/a SCWU) entered into the Franchise Agreement for Installation and Operation of Sanitary Sewer Service System dated as of September 30, 1996 (“Blythewood Franchise Agreement”), amended June 26, 2012, which SCWU claims authorizes SCWU the non-exclusive right to provide

sewer service anywhere within Blythewood's corporate limits, which includes the majority of the Park, including the Disputed Area.

WHEREAS, the County, the City, and SCWU have designated sewer service areas within the NE Richland Service Area and the City and SCWU own and operate certain assets required to provide such services within the NE Richland Service Area;

WHEREAS, a critical factor in the development of the Park is the availability of sufficient sewer capacity and appropriate permitted treatment capabilities to serve the future occupants of the Park;

WHEREAS, a portion of the Park is located within the Disputed Area;

WHEREAS, in order to support the development of the Park, the Parties have agreed to jointly petition the CMCOG to approve a minor plan amendment to the Central Midlands 208 Plan to designate the service areas of the Parties within the NE Richland Service Area, including the Park, in accordance with the terms herein below and as further specified on **Exhibit A**, such designations to resolve the right to provide service in the Disputed Area and to include the transfer of certain other service areas within the NE Richland Service Area among the Parties. The Parties acknowledge and agree that the right to provide service in accordance with the designation of the Parties' service areas under this Memorandum is conditioned upon the approval of this minor plan amendment to the Central Midlands 208 Plan.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows:

Section 1. Within 60 days of the effective date of this Memorandum, the Parties agree to petition the CMCOG to amend the Central Midlands 208 Plan to designate the service areas within the NE Richland Service Area, which are more specifically described as "B," "C," "D," "E," and "G" on **Exhibit A**, in accordance with the following terms:

A. City Service Area. As more fully described below, the City will provide sewer service in the following areas as identified on **Exhibit A**:

- i. Area D. The City will provide sewer service to **Area D**, which is currently within the SCWU service area. The northern portion of the Park is located within **Area D**.
- ii. Area E. The City is currently serving and will continue serving a portion of the Disputed Area where the City's existing wastewater conveyance assets are located, which is identified as **Area E** of the Disputed Area and includes the southern portion of the Park. **Area E** is generally described as the area located north of Turkey Farm

Road, west of Farrow Road, east of Fulmer Road and south of Blythewood Road, excluding the following:

A portion of the Disputed Area east of Interstate 77 known as the Arum tract and including the area north of the Arum tract, east of Interstate 77, west of Wilson Road, and south of North Firetower Road, depicted as **Area F**; and

The residential development west of Interstate 77 and east of Fulmer Road from the residential development along Maple Ridge Road north to Blythewood Road, such area being within the northeastern portion of **Area C**.

- iii. Area G. The City is currently serving and will continue to provide sewer service to **Area G** of the Disputed Area, which is generally described as the portion of Richland County Tax Map Parcel R12300-02-13 north of Swygert Road.

B. SCWU Service Area. As more fully described below, SCWU will provide sewer service in the following areas as identified on **Exhibit A**:

- i. Area B. SCWU will provide sewer service to a portion of the current Richland County service area, which is generally described as west of SC Highway 321, north to the Fairfield County line and west to the Richland School District Two boundary, as depicted as **Area B**. **Area B** includes the service area west of Highway 321 and north of Cedar Creek Road, extending northward to the Fairfield County line.
- ii. Area C. SCWU is currently serving and will continue to provide sewer service within the Disputed Area where existing SCWU wastewater conveyance assets are located, to include along Fulmer Road and generally north of Mount Valley Road, east to Highway 321 and north along Blythewood Road as well as the residential development west of Farrow Road and east of Fulmer Road from the residential development along Maple Ridge Road north to Blythewood Road, as more specifically described as the Disputed Area portion of **Area C**. SCWU will also provide service to a portion of the current City service area north of Lorick Road, west of Mount Valley, south of Swygert Road, east of SC Highway 321, as more specifically identified as the portion of **Area C** outside of the Disputed Area.

The designation of service areas pursuant to this Section 1 is more specifically depicted on **Exhibit B**, attached hereto, which will be submitted with the petition to the CMCOG for the amendment of the Central Midlands 208 Plan. To the extent that the narrative descriptions of the boundaries of the services areas in this Section 1 are in conflict with the more specific boundaries of the service areas on the **Exhibit B** map, the more specific boundaries on the service areas on **Exhibit B** will govern.

Section 2. SCWU will have a right of first refusal to provide sewer service to the portion of the Disputed Area east of Interstate 77 known as the Arum tract, including the area north of the Arum tract, east of Interstate 77, west of Wilson Road, and south of North Firetower Road, depicted as **Area F** on **Exhibit A**. This right of first refusal will expire on **March 31, 2024**. If SCWU has not notified the City of its intent to serve customers in **Area F** prior to the expiration of the right of first refusal, the area will be designated as the City's service area and the Parties agree to petition the CMCOG to amend the Central Midlands 208 Plan to designate **Area F** as the City's service area no later than **June 30, 2024**.

Section 3. Following the submittal of the petition to the CMCOG to amend the Central Midlands 208 Plan pursuant to Section 1 above, as depicted on the map attached hereto as **Exhibit B**, the Parties agree to negotiate in good faith to evaluate the feasibility, regulatory requirements, environmental impacts, and public benefit of further transfers of certain established service areas within the NE Richland Service Area and/or the Saluda River Basin, including the following:

A. Area A. Richland County and SCWU will evaluate the transfer to SCWU of the portion of Richland County's service area east of SC Highway 269 (Hinnant Store Road), east of SC Highway 215 (Monticello Road), north of Camp Ground Road, west of SC Highway 321, and the boundary with Richland School District Two, and north to the Fairfield County line, as depicted as **Area A** on **Exhibit A**. Richland County will collaborate with SCWU, at no cost to Richland County, in any feasibility studies that SCWU may perform, at SCWU's sole cost, to evaluate the feasibility, regulatory requirements, environmental impacts and public benefits of any potential transfers in this area.

B. Saluda River Basin. The City and SCWU will evaluate the transfer to SCWU of the limited sections of the City's service area in the Saluda River Basin that are adjacent to SCWU's service area. The City will collaborate with SCWU, at no cost to the City, in any feasibility studies that SCWU may perform, at SCWU's sole cost, to evaluate the feasibility, regulatory requirements, environmental impacts and public benefits of any potential transfers in this area.

If the Parties reach an agreement on further transfers of service area pursuant to this Section 3, then the Parties agree to petition the CMCOG to amend the Central Midlands 208 Plan to designate such service area transfers within three months of such an agreement.

Section 4. Upon the amendment of the Central Midlands 208 Plan to effect any transfer of service area pursuant to this Memorandum, the Parties agree to execute any further documents and agreements required for the transfer of the service areas, including, but not limited to, the transfer of any sewer system assets within those service areas.

Section 5. The Parties agree that time is of the essence in the development of the Park and the submittal of the petition to amend the Central Midlands 208 Plan pursuant to Section 1 above.

Section 6. No modifications or amendments of this Memorandum shall be effective unless the same shall be in writing and signed by all of the Parties hereto.

Section 7. This Memorandum may be executed in multiple counterparts, with each fully-executed counterpart being deemed to be an original of this Memorandum.

Section 8. This Memorandum is governed by and shall be construed in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____

Name: _____

Its: _____

Date: _____

THE CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Name: _____

Its: _____

Date: _____

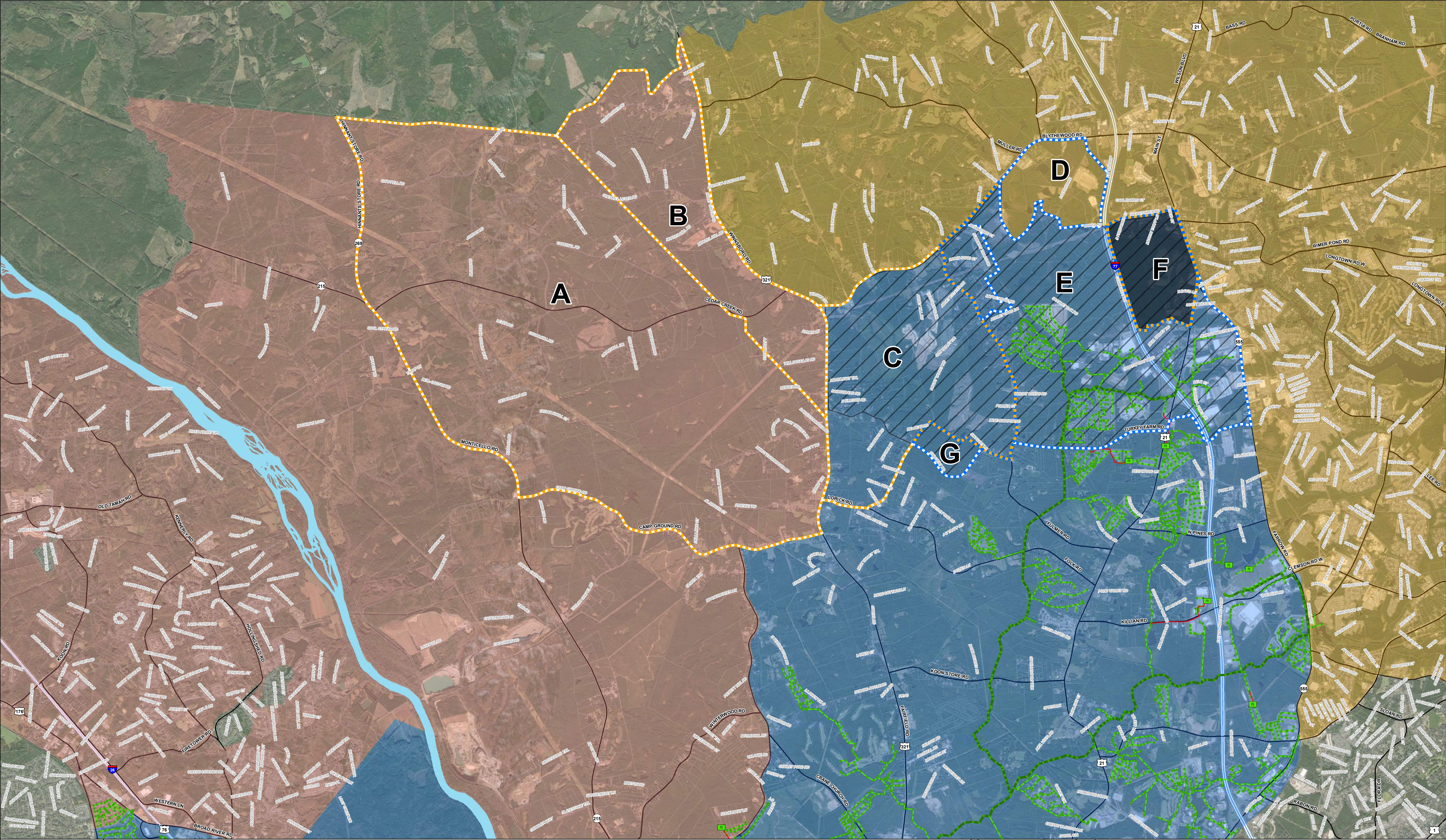
SOUTH CAROLINA WATER UTILITIES – PUI, INC.


By: _____

Name: _____







Its: _____

Date: _____








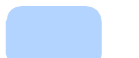



City of Columbia Sanitary Sewer Network


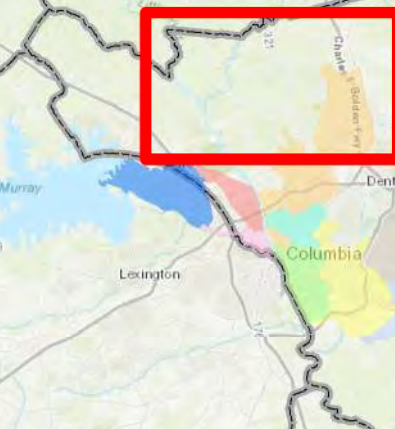
-  Sewer Gravity Mains (Trunk)
-  Sewer Gravity Mains
-  Sewer Pressurized Mains
-  Sewer Manholes
-  City of Columbia
-  Private

Proposed Modifications


-  City of Columbia
-  SC Water Utilities
-  Use Dependant Transfer Area

Utility Management Areas

-  City of Columbia
-  Disputed Area
-  Richland County
-  SC Water Utilities



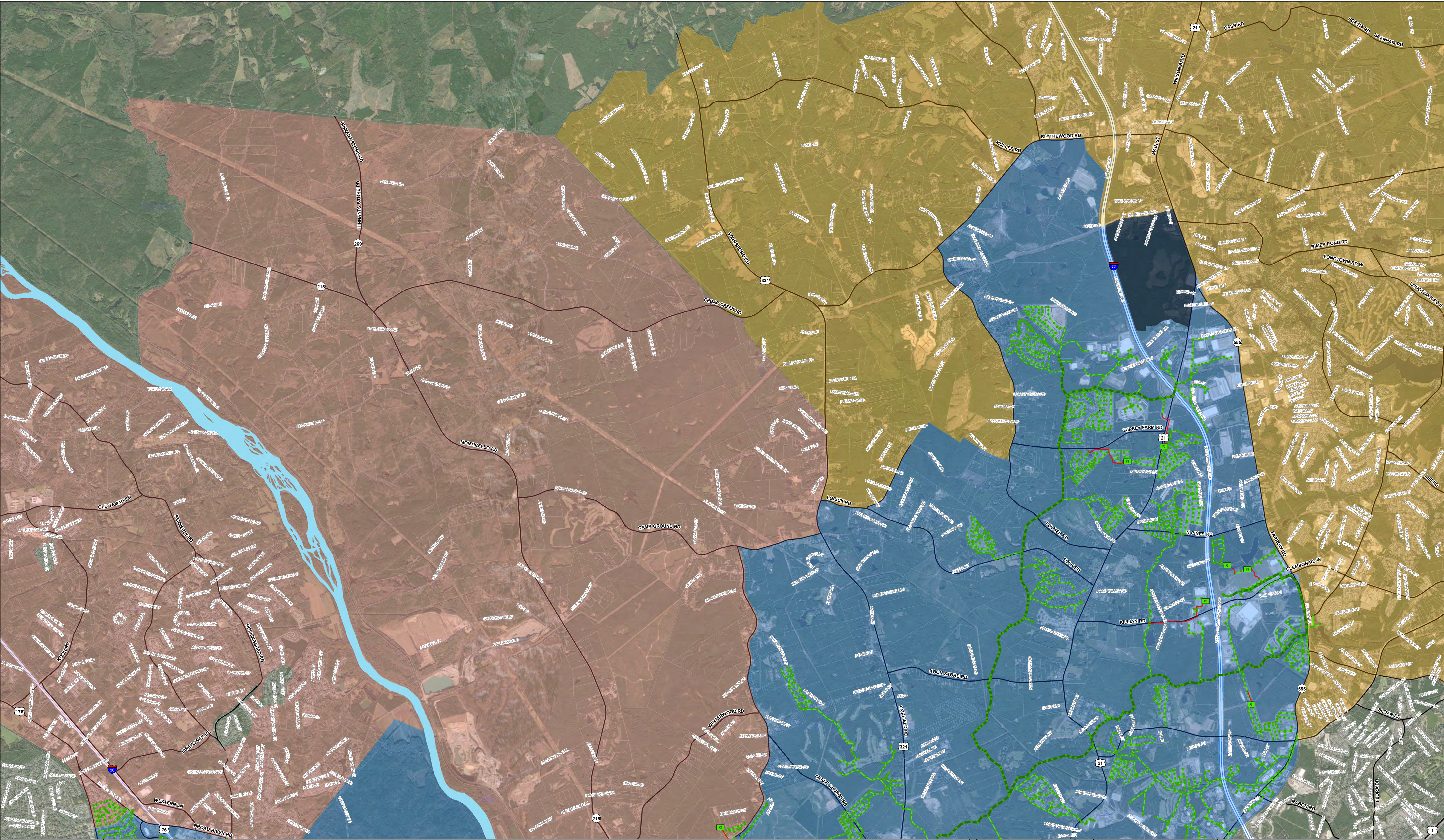
1 in = 2,500 feet




0 2,500 5,000 Feet







CMCOG 208 Boundary Exhibit A

Prepared For: Columbia Water









City of Columbia Sanitary Sewer Network

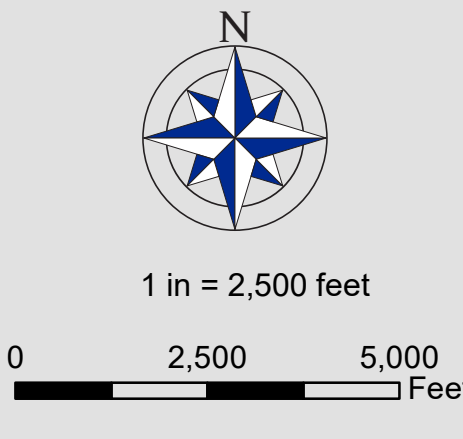
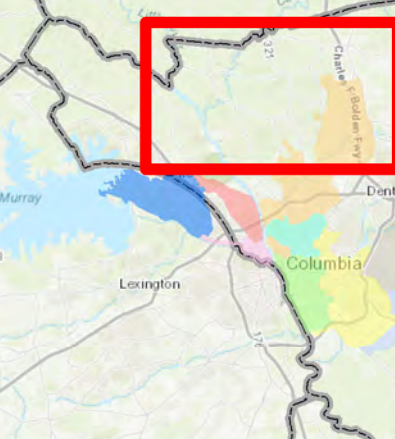
-  Sewer Gravity Mains (Trunk)
-  Sewer Gravity Mains
-  Sewer Pressurized Mains
-  Sewer Manholes
-  City of Columbia
-  Private

Proposed Modifications

-  Use Dependant Transfer Area

Utility Management Areas

-  City of Columbia
-  Richland County
-  SC Water Utilities



1 in = 2,500 feet

0 2,500 5,000 Feet

CMCOG 208 Boundary Exhibit B

Prepared For: Columbia Water

Richland County Council Request for Action

Subject:

Case # 23-026MA
Tony Lawton
RU to GC
113 Sease Road (1.14 Acres)
TMS # R04003-02-17

Notes:

First Reading: February 27, 2024
Second Reading:
Third Reading:
Public Hearing: February 27, 2024

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-24HR

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 # R04003-02-17 FROM RURAL DISTRICT (RU) 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 # R04003-02-17 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 _____, 2024.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this _____ day of
_____, 2024

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:	February 27, 2024
First Reading:	February 27, 2024
Second Reading:	March 5, 2024
Third Reading:	March 19, 2024

Richland County Council Request for Action

Subject:

An Ordinance amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; by adding Article VII entitled "Short-Term Rentals" so as to establish certain requirements for properties being used as short-term rentals, to define necessary terms, and to provide penalties

Notes:

February 27, 2024 – The D&S Committee recommended Council approve the attached short-term rental (STR) ordinance to ensure proper regulation practices are conducted for this industry type.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Zach Cavanaugh	Title:	Division Manager
Department:	Community Planning & Development	Division:	Business Service Center
Date Prepared:	February 6, 2024	Meeting Date:	February 27, 2024
Legal Review	Christopher Ziegler via email	Date:	February 12, 2024
Budget Review	Maddison Wilkerson via email	Date:	February 9, 2024
Finance Review	Stacey Hamm via email	Date:	February 9, 2024
Approved for consideration:		Assistant County Administrator	Aric A Jensen, AICP
Meeting/Committee	Development & Services		
Subject	Short Term Rental Draft Ordinance		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the attached short-term rental (STR) ordinance to ensure proper regulation practices are conducted for this industry type.

Request for Council Reconsideration: ☐ Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Currently, adoption of the proposed licensing regulations can be implemented with existing staffing levels because it is anticipated that a relatively small number of STRs will be permitted once the revised County Land Development Code (LDC) goes into effect on March 01, 2024. If the County LDC were modified to allow STRs in more zoning districts, or if State Legislators were to pass a bill preventing local government land use ordinances from proscribing STRs, then additional staffing would be necessary (see estimated cost below).

There are at least three bills before the South Carolina Legislature that, if adopted, would significantly restrict the County's ability to limit short-term rentals. There is no indication that any will pass in the immediate future; but if they did, it is estimated that the Business Service Center would need two additional staff members to implement and manage the Short-Term Rental Licensing program for Richland County. One staff member would be responsible for the in-office needs of the STR ordinance while the second staff member would handle the field compliance aspect thereof.

Estimated Cost if STRs were allowed County-wide:

Assuming two new positions, the first year would cost approximately \$136,000, and subsequent years would start at approximately \$102,000 (see detailed cost breakout below).

Salaries	\$78,669.30 - \$125,820.88
FICA Employer's Share	\$6,018.20
SC Regular Retirement	\$14,601.02
Vehicle	\$27,475
Computers	\$2,800
Monitors	\$1,000
Mobile Devices	\$1,122.72
Membership & Dues	\$200
Training	\$1,000
Desk Phones	\$400
Desk/Chairs	\$2,000
Uniforms and Equipment	\$500
Office Supplies	\$500
Minimum Start-Up Cost Total	\$136,286.24

Cost Breakdown Annual Cost

Salaries	\$78,669.30 - \$125,820.88
FICA Employer's Share	\$6,018.20
SC Regular Retirement	\$14,601.02
Mobile Devices	\$622.72
Membership & Dues	\$200
Training	\$1,000
Uniforms and Equipment	\$500
Office Supplies	\$500
Minimum Annual Cost Total	\$102,111.24

Applicable department/grant key and object codes:

- 1100174000-511100- Salaries & Wages
- 1100174000-512200 - FICA Employer's Share
- 1100174000-513100 - SC Regular Retirement
- 1100174000-531300- Automotive Equipment
- 1100174000-521000- Office Supplies
- 1100174000-529500- Non-Capital Assets Under \$5,000
- 1100174000-526200- Beepers/Cell Phones/Pagers
- 1100174000-521400- Membership & Dues
- 1100174000-526400- Employee Training
- 1100174000-524100- Uniforms & Equipment

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

The legislation proposed by the House would prohibit the County from enforcing an ordinance, regulation, or resolution that would prohibit the rental of a residential dwelling to a short-term guest. If passed, this would not prohibit the establishment of certain requirements to operate a short-term rental so long as an ordinance would not expressly prohibit short-term rentals.

The legislation proposed by the Senate adopts a broader approach by banning the County from prohibiting or *effectively prohibiting* short-term rentals. The language of the bill would only allow the regulation of a short-term rental under certain circumstances. This bill is currently in committee and currently there is no sign of it being called to the floor in the near future. However, if this changes, it would be in the best interest of the County to reassess the ordinance to ensure that any actions undertaken would not conflict with State statutes.

REGULATORY COMPLIANCE:

The 2021 Richland County Land Development Code (LDC) allows short-term rentals (STR) in certain limited zoning designations. Council previously provided direction to have a business license ordinance in place to assure that STRs met basic safety and operational standards, and so that appropriate licensing fees were collected. This ordinance was previously considered and deferred by the Committee until current bills before the State Legislature were completed or it was determined that they would not conflict with this proposed ordinance. As previously stated, there are three bills introduced at the State Legislature that could affect how STRs are regulated. All three would effectively prevent the County from proscribing STRs, but none of them as drafted would prevent the County from licensing them and assessing a reasonable licensing tax.

The proposed STR ordinance has been prepared in consultation with the County Attorney's Office, the Building Inspections Department, and the Emergency Services Department to assure compliance with applicable State statutes, building codes, and life-safety codes. The Committee may request an opinion from the County Attorney if it has any concerns regarding potential legal conflicts.

MOTIONS OF ORIGIN:

1. "Direct the Administrator to create regulations for the operation of Short-Term Rentals (STRs) in unincorporated Richland County. Those regulations would be listed as an amendment to the current Ordinance relating to residential rental property regulations similar to the Absentee Landlord Ordinance that is currently being considered. Consideration should be given to licensing, safety measures, number of occupants allowed, effects on infrastructure such as sewer and water, EMS and Law Enforcement potential response and not having them create a nuisance in the neighborhood." [The Honorable Bill Malinowski, formerly of District 1, 06 December 2022]
2. "Direct the County Administrator to work with staff to ensure the proposed Short-Term Rental Ordinance requires each homeowner who wishes to provide a short-term rental to obtain a business license and pay accommodation taxes." [The Honorable Bill Malinowski, formerly of District 1, (Terracio), 03 January 2023]

Council Member	The Honorable Bill Malinowski, Formerly of District 1, and the Honorable Allison Terracio, District 5
Meeting	Regular Session
Date	January 3, 2023

STRATEGIC & GENERATIVE DISCUSSION:

The Richland County Short-Term Rental (STR) ordinance draft is a combination of the City of Columbia's newly adopted ordinance and the time-tested Hilton Head Islands ordinance. Sections from both ordinances were used to create Richland County's ordinance which aligns with the current capabilities within the Business Service Center along with the STR business community.

By adopting a STR ordinance, Richland County would gain the ability to collect revenue and oversee the operation of STRs within unincorporated Richland County. This will ensure Richland County is promoting public safety by mitigating, to certain extent, public nuisance complaints and other issues resulting from STR operations. The STR ordinance as drafted would specifically generate business license tax and local accommodation tax revenue.

The proposed STR ordinance would require owners and operators of an STR to obtain a Richland County business license if the STR unit is located within unincorporated Richland County, along with the collection and remittance of Local Accommodation Tax (3%) each month. This is the same requirement already in place for hotel/motels operating in unincorporated Richland County.

The increased business license tax revenue from the STR program is projected to be \$70,800 annually if 500 short term rentals are licensed with an annual gross revenue of \$100,000.

The increased revenue from local accommodation taxes from 500 licensed STRs with an annual gross revenue of \$100,000 is projected to be \$1,500,000.

If Richland County does not pass a STR ordinance, it would forego the annual collection of business license tax revenue and monthly local accommodation tax revenue, and the County's ability to regulate and ameliorate nuisance complaints would be curtailed.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Objective 1.5 - Collaborate with other governments: Richland County collaborated with multiple governmental agencies who already have and operate STR programs to develop the proposed ordinance draft.

Objective 3.1 - Align budget to priorities and seek alternative revenue sources: Adopting a STR ordinance would allow Richland County to collect additional business license and local accommodation tax revenue.

ATTACHMENTS:

1. Richland County Short-Term Rental (STR) Ordinance Draft
2. House Bill 3253
3. House Bill 4573
4. Senate Bill 953

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-23HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 16, LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS; BY ADDING ARTICLE VII ENTITLED "SHORT-TERM RENTALS" SO AS TO ESTABLISH CERTAIN REQUIREMENTS FOR PROPERTIES BEING USED AS SHORT-TERM RENTALS, TO DEFINE NECESSARY TERMS, AND TO PROVIDE PENALTIES.

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 Richland County Code of Ordinances, Chapter 16, is hereby amended by adding:

ARTICLE VII. SHORT-TERM RENTALS

Section 16-80. Unless otherwise specified, the requirements and provisions of this article shall apply to owner-occupied and non-owner-occupied short-term rentals (collectively called "short-term rentals") made available to occupants for periods of less than 30 consecutive days in the unincorporated area of Richland County. This article does not apply to rentals rented for a period of more than thirty (30) days or hotels, motels, bed and breakfast establishments, or inns that are subject to and compliant with the County's business license and other applicable Code requirements.

Section 16-81. (a) Unless otherwise expressly stated, the following terms shall, for the purposes of this article, mean:

- (1) Citation means a charge or formal written accusation of violation of a county, state or federal law, regulation or ordinance.
- (2) Guest means any person who occupies a short-term rental.
- (3) Overnight occupancy means the occupancy of a premises between the hours of 12:00 am and 7:00 am.

- (4) Owner-occupied means a property that is lawfully classified as owner-occupied by the Richland County Assessor's Office and is receiving the four percent special assessment ratio.
- (5) Non-owner occupied means a property that is not classified as owner-occupied by the Richland County Assessor's Office and is primarily used for rent for transient occupancy by guests.
- (6) Responsible local representative means a person having his or her place of residence or business office within 45 miles of the short-term rental property and designated by the property owner as the agent responsible for operating such property or portion of property in compliance with the county's ordinances and having been authorized by appointment to accept service of process on behalf of the owner pursuant to Rule 4(d)(1) of the South Carolina Rules of Civil Procedure.
- (7) Short-term rental means leasing of a short-term rental property or permitting the occupancy of a short-term rental property or other property by a lease or any other form of agreement. Hotels, motels, bed and breakfast establishments, and inns are excluded from this definition.
- (8) Short-term rental property means any residential property, either owner occupied or non-owner occupied, in the unincorporated area of Richland County that, in whole or in part, is offered for lease or occupancy under a lease or any other form of agreement for periods of less than thirty (30) days.
- (9) Transient occupancy means the lease or occupancy of a guest for a period of not more than thirty (30) consecutive days.

Section 16-82. The following regulations apply to all properties being used as a short-term rental in the unincorporated area of Richland County:

- (a) Any advertisement for a short-term rental by the owner or responsible local representative is deemed sufficient to determine that a property or portion of a property is being offered as a short-term rental.
- (b) The owner or responsible local representative offering a property or portion of a property as a short-term rental shall obtain a business license and comply with all

business license and revenue collection laws of the Richland County and State of South Carolina.

- (c) The owner or responsible local representative of a permitted short-term rental shall ensure the short-term rental property complies with all County ordinances at all times
- (d) A safety inspection to ensure compliance with the provisions of this Article may be performed by the County or its designated third-party as deemed necessary by the County. The County must provide the owner or responsible local representative with 24-hour notice unless a serious violation of a county, state or federal law, regulation or ordinance exists and immediate remediation is necessary to protect the health, safety, and welfare of the immediate area.
- (e) The property owner or responsible local representative shall maintain the following which shall be made available to the County upon request:
 - (1) For a period of two years, records demonstrating compliance with these provisions, including but not limited to, information demonstrating residency, if required, and the number of days per calendar year the residential unit has been rented as a short-term rental; and
 - (2) The name and phone number of each short-term guest that booked the short-term rental for the previous two years.
- (f) The property owner or responsible local representative must be willing to take phone calls at all times to address issues with the short-term rental. The responsible local representative must be authorized to accept service of process on behalf of the owner.
- (g) The guest making the booking or reservation for a short-term rental shall be at least 18 years of age.
- (h) The short-term rental shall not be available for occupancy for a period of less than one night.
- (i) At a minimum, the following shall be made available in written form to each short-term guest:
 - (1) Emergency contact numbers

- (2) The name and contact information for the owner or responsible local representative;
 - (3) Instructions or a diagram of the designated parking spaces; and
 - (4) All short-term rental property rules imposed on guests by the owner.
- (j) Two parking spaces per short-term rental property must be made available and designated. Guests must be notified of the parking plan and the maximum number of vehicles allowed.
- (k) The maximum overnight occupancy of a short-term rental shall not exceed two persons, excluding minor children, per bedroom, as defined in the International Building Code, plus two additional people per dwelling unit.
- (l) The owner or responsible local representative shall be responsible for determining that any guest occupying the short-term rental is listed in the booking or reservation for the short-term rental.

Section 16-83. Violations

- (a) It is a violation of this Article to:
 - (1) lease or advertise a property or portion of a property as a short-term rental without first complying with the requirements of this Article; or
 - (2) otherwise fail to comply with a requirement of this Article.
- (b) In addition to appropriate civil and equitable remedies for the enforcement of this Article, an owner or responsible local representative who violates the provisions of this Article is deemed guilty of an infraction. An infraction is subject to punishment under the general penalty provisions of Section 1-8 of this Code of Ordinances. Each day of violation is considered a separate offense.

SECTION II. Effective Date. This ordinance shall be enforced from and after _____.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2023.

Anette Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

South Carolina General Assembly
125th Session, 2023-2024

H. 3253**STATUS INFORMATION**

General Bill

Sponsors: Reps. Hewitt, Oremus, Kilmartin, May, Atkinson, Hayes, Connell, Hager, Kirby, Bailey, Schuessler, Haddon and Robbins

Document Path: LC-0082PH23.docx

Introduced in the House on January 10, 2023

Currently residing in the House

Summary: Short-term rentals

HISTORY OF LEGISLATIVE ACTIONS

Date	Body	Action Description with journal page number
12/8/2022	House	Prefiled
12/8/2022	House	Referred to Committee on Medical, Military, Public and Municipal Affairs
1/10/2023	House	Introduced and read first time (House Journal-page 110)
1/10/2023	House	Referred to Committee on Medical, Military, Public and Municipal Affairs (House Journal-page 110)
2/1/2023	House	Member(s) request name added as sponsor: J. Moore
2/16/2023	House	Member(s) request name added as sponsor: May, Atkinson, Hayes, Connell, Hager, Kirby, Bailey, Schuessler
2/21/2023	House	Member(s) request name removed as sponsor: J. Moore
3/1/2023	House	Member(s) request name added as sponsor: Haddon
3/29/2023	House	Member(s) request name added as sponsor: Robbins

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VERSIONS OF THIS BILL

12/08/2022

1
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9 **A BILL**
10

11 TO AMEND THE SOUTH CAROLINA CODE OF LAWS BY ADDING SECTION 6-1-195 SO AS
12 TO PROHIBIT A GOVERNING BODY OF A MUNICIPALITY, COUNTY, OR OTHER
13 POLITICAL SUBDIVISION OF THE STATE FROM ENACTING OR ENFORCING AN
14 ORDINANCE, RESOLUTION, OR REGULATION THAT PROHIBITS THE RENTAL OF A
15 RESIDENTIAL DWELLING TO A SHORT-TERM GUEST, TO PROVIDE PENALTIES, AND TO
16 DEFINE TERMS.
17

18 Be it enacted by the General Assembly of the State of South Carolina:
19

20 SECTION 1. Article 1, Chapter 1, Title 6 of the S.C. Code is amended by adding:
21

22 Section 6-1-195. (A) Notwithstanding another provision of law, a governing body of a
23 municipality, county, or other political subdivision of the State may not enact or enforce an ordinance,
24 resolution, or regulation that prohibits the rental of a residential dwelling to a short-term guest.

25 (B) A municipality, county, or other political subdivision of the State that enacts or enforces an
26 ordinance, resolution, or regulation that violates the provisions of subsection (A) may not:

27 (1) assess or collect the six percent property assessment ratio for qualifying real property pursuant
28 to Section 12-43-220(e); and

29 (2)(a) receive any distributions from the Local Government Fund pursuant to Chapter 27, Title 6;
30 and

31 (b) the Office of the State Treasurer shall withhold the municipality's, county's, or political
32 subdivision's State Aid to Subdivisions Act distribution until the ordinance, resolution, or regulation
33 in violation of subsection (A) is repealed.

34 (C) This section supersedes and preempts any ordinance, resolution, or regulation enacted by a
35 municipality, county, or other political subdivision of the State that purports to prohibit the rental of a
36 residential dwelling to a short-term guest.

37 (D) For purposes of this section:

38 (1) "Residential dwelling" means any building, structure, or part of the building or structure, that
39 is used or intended to be used as a home, residence, or sleeping place by one or more persons to the
40 exclusion of all others.

41 (2) "Short term rental" means a residential dwelling that is offered for rent for a fee and for fewer

1 than twenty-nine consecutive days.

2 (3) “Short term guest” means a person who rents a short-term rental.

3
4 SECTION 2. This act takes effect upon approval by the Governor.

5 ----XX----

South Carolina General Assembly
125th Session, 2023-2024

H. 4573

STATUS INFORMATION

General Bill

Sponsors: Reps. Hewitt and Clyburn

Document Path: LC-0447WAB24.docx

Introduced in the House on January 9, 2024

Currently residing in the House Committee on **Medical, Military, Public and Municipal Affairs**

Summary: The Private Property Protection Act of 2024

HISTORY OF LEGISLATIVE ACTIONS

Date	Body	Action Description with journal page number
11/16/2023	House	Prefiled
11/16/2023	House	Referred to Committee on Medical, Military, Public and Municipal Affairs
1/9/2024	House	Introduced and read first time (House Journal-page 86)
1/9/2024	House	Referred to Committee on Medical, Military, Public and Municipal Affairs (House Journal-page 86)

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VERSIONS OF THIS BILL

11/16/2023

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9 **A BILL**
10

11 TO AMEND THE SOUTH CAROLINA CODE OF LAWS BY ENACTING THE “PRIVATE
12 PROPERTY PROTECTION ACT OF 2024”; AND BY ADDING SECTION 6-1-195 SO AS TO
13 PROHIBIT A GOVERNING BODY OF A MUNICIPALITY, COUNTY, OR OTHER POLITICAL
14 SUBDIVISION OF THE STATE FROM ENACTING OR ENFORCING AN ORDINANCE,
15 RESOLUTION, OR REGULATION THAT PROHIBITS THE RENTAL OF A RESIDENTIAL
16 DWELLING TO A SHORT-TERM GUEST, TO PROVIDE PENALTIES, AND TO DEFINE
17 TERMS.
18

19 Be it enacted by the General Assembly of the State of South Carolina:
20

21 SECTION 1. This act may be cited as the “Private Property Protection Act of 2024”.
22

23 SECTION 2. Article 1, Chapter 1, Title 6 of the S.C. Code is amended by adding:
24

25 Section 6-1-195.(A) Notwithstanding another provision of law, a governing body of a municipality,
26 county, or other political subdivision of the State may not enact or enforce an ordinance, resolution, or
27 regulation that prohibits the rental of a residential dwelling to a short-term guest.

28 (B) A municipality, county, or other political subdivision of the State that enacts or enforces an
29 ordinance, resolution, or regulation that violates the provisions of subsection (A) may not:

30 (1) assess or collect the six percent property assessment ratio for qualifying real property pursuant
31 to Section 12-43-220(e); and

32 (2)(a) receive any distributions from the Local Government Fund pursuant to Chapter 27, Title 6;
33 and

34 (b) the Office of the State Treasurer shall withhold the municipality’s, county’s, or political
35 subdivision’s State Aid to Subdivisions Act distribution until the ordinance, resolution, or regulation
36 in violation of subsection (A) is repealed.

37 (C) This section supersedes and preempts any ordinance, resolution, or regulation enacted by a
38 municipality, county, or other political subdivision of the State that purports to prohibit the rental of a
39 residential dwelling to a short-term guest.

40 (D) For purposes of this section:

41 (1) “Residential dwelling” means any building, structure, or part of the building or structure, that

1 is used or intended to be used as a home, residence, or sleeping place by one or more persons to the
2 exclusion of all others.

3 (2) "Short-term rental" means a residential dwelling that is offered for rent for a fee and for fewer
4 than twenty-nine consecutive days.

5 (3) "Short-term guest" means a person who rents a short-term rental.

6
7 SECTION 3. This act takes effect upon approval by the Governor.

8 -----XX-----

South Carolina General Assembly
125th Session, 2023-2024

S. 953

STATUS INFORMATION

General Bill

Sponsors: Senators Adams, Hutto, Senn, Reichenbach, Kimbrell and Talley

Document Path: SR-0457KM23.docx

Introduced in the Senate on January 11, 2024

Currently residing in the Senate

Summary: Short-Term Rentals

HISTORY OF LEGISLATIVE ACTIONS

Date	Body	Action Description with journal page number
1/11/2024	Senate	Introduced and read first time (Senate Journal-page 4)
1/11/2024	Senate	Referred to Committee on Judiciary (Senate Journal-page 4)
1/16/2024		Scrivener's error corrected

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VERSIONS OF THIS BILL

01/11/2024

01/16/2024

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9 **A BILL**
10

11 TO AMEND THE SOUTH CAROLINA CODE OF LAWS BY ADDING SECTION 6-1-2100 SO AS
12 TO PROVIDE DEFINITIONS RELATED TO LODGING MARKETPLACES; BY ADDING
13 SECTION 6-1-2110 SO AS TO PROHIBIT A GOVERNING BODY FROM PROHIBITING
14 SHORT-TERM RENTALS EXCEPT UNDER CERTAIN CIRCUMSTANCES; BY AMENDING
15 SECTION 6-1-510, RELATING TO DEFINITIONS CONCERNING LOCAL
16 ACCOMMODATIONS TAXES, SO AS TO INCLUDE OPERATORS OF LODGING
17 MARKETPLACES IN THE DEFINITION OF LOCAL ACCOMMODATIONS TAX; BY
18 AMENDING SECTION 6-1-520, RELATING TO THE IMPOSITION OF LOCAL
19 ACCOMMODATIONS TAX, SO AS TO PROVIDE THAT LOCAL GOVERNING BODIES
20 IMPOSING A LOCAL ACCOMMODATIONS TAX MUST NOTIFY THE DEPARTMENT OF
21 REVENUE AND THE STATE TREASURER; BY AMENDING SECTION 6-1-570, RELATING TO
22 REMITTING TAX TO A LOCAL GOVERNING BODY, SO AS TO PROVIDE THAT LOCAL
23 ACCOMMODATIONS TAXES MUST BE COLLECTED, REMITTED, AND ADMINISTERED IN
24 THE SAME MANNER AS IN SECTION 12-36-920; BY AMENDING SECTION 6-1-620,
25 RELATING TO DEFINITIONS RELATED TO THE BEACH PRESERVATION ACT, SO AS TO
26 INCLUDE RENTALS FACILITATED BY A LODGING MARKETPLACE IN THE DEFINITION
27 OF BEACH PRESERVATION FEE; BY AMENDING SECTION 6-1-630, RELATING TO BEACH
28 PRESERVATION FEES, SO AS TO PROVIDE THAT THE LOCAL GOVERNING BODY
29 ISSUING A TAX PURSUANT TO THIS SECTION MUST NOTIFY THE DEPARTMENT OF
30 REVENUE AND THE STATE TREASURER; BY AMENDING SECTION 6-1-650, RELATING TO
31 NOTICE OF DROPPED RENTAL PROPERTY, SO AS TO EXEMPT LODGING
32 MARKETPLACES; BY AMENDING SECTION 5-7-30, RELATING TO POWERS CONFERRED
33 UPON MUNICIPALITIES, SO AS TO PROVIDE THAT ANY TAXES IMPOSED UPON
34 LODGING ACCOMMODATIONS BE COLLECTED AND ADMINISTERED BY THE
35 DEPARTMENT OF REVENUE IN THE SAME MANNER AS IN SECTION 12-36-920; BY
36 AMENDING SECTION 12-36-70, RELATING TO THE DEFINITION OF "RETAILER" AND
37 "SELLER", SO AS TO PROVIDE THAT A PERSON OPERATING AS A LODGING
38 MARKETPLACE BE CONSIDERED A "RETAILER" OR "SELLER"; BY ADDING SECTION
39 12-36-72 SO AS TO PROVIDE A DEFINITION FOR A LODGING MARKETPLACE; BY
40 AMENDING SECTION 12-36-920, RELATING TO THE TAX ON ACCOMMODATIONS FOR
41 TRANSIENTS, SO AS TO PROVIDE THAT TRANSACTIONS BY LODGING MARKETPLACES
42 ARE SUBJECT TO THE SEVEN PERCENT SALES TAX; AND BY REPEALING SECTION
43 12-36-922 RELATING TO ACCOMMODATIONS TAX RETURN INFORMATION.
44

45 Be it enacted by the General Assembly of the State of South Carolina:
46

47 SECTION 1. Chapter 1, Title 6 of the S.C. Code is amended by adding:
48

49 Article 10
50

Lodging Marketplaces

Section 6-1-2100. For purposes of this article:

(1) “Effectively prohibit” means the local governing body acts or fails to act in a manner that results in the property owner, lodging operator, or tenant being prevented from using the owner’s property as a short-term rental unit after reasonable compliance with generally applicable laws.

(2) “Local governing body” means the governing body of a city, municipality, county, or other political subdivision of this State that has authority to enact a zoning ordinance, resolution, regulation, rule, or other requirement of any type regarding land use in its jurisdiction.

(3) “Lodging marketplace” means a person or entity that:

(a) provides for consideration, regardless of whether the consideration is deducted as a fee from the transaction, an online application, software, website, system, or other medium, through which short term rentals in this state are advertised or offered to the public as available; and

(b) directly or indirectly provides or maintains a platform for goods or services by providing a payment system that facilitates a transaction between two platform users.

(4) “Lodging accommodations” means any dwelling unit, room, campground space, lodging, or sleeping accommodation furnished to transient guests for consideration.

(5) “Lodging operator” means a person who rents to an occupant any lodging accommodation offered through a lodging marketplace.

(6) “Lodging transaction” means a charge to an occupant by a lodging operator for the occupancy of any lodging accommodation.

(7) “Unaffiliated third party” means a person who is not owned or controlled, directly or indirectly, by the same interests.

(8) “Short-term rental” means any single-family house, dwelling unit, room, or any unit or group of units in a condominium, cooperative or timeshare, or home that is offered for a fee and for less than thirty consecutive days. Short-term rentals do not include a unit that is used for any nonresidential use, including retail, restaurant, banquet space, event center, or another similar use.

Section 6-1-2110. (A) A local governing body shall not prohibit or effectively prohibit short-term rentals within its jurisdictional boundaries.

(B) A local governing body may not:

(1) restrict the use of or regulate short-term rentals based on their classification, use, frequency, or duration; or

(2) enact or enforce a law, ordinance, regulation, or plan that regulates or prohibits short-term rentals unless the law, ordinance, regulation, or plan is enacted to:

(1) protect the public's health and safety, including rules and regulations related to residential fire

1 and building codes, health and sanitation, transportation or traffic control, noise levels, solid or
2 hazardous waste and pollution control, and designation of an emergency point of contact, if the local
3 governing body demonstrates that the rule or regulation is for the primary purpose of protecting the
4 public's health and safety, provided that enforcement would not expressly or effectively prohibit or
5 limit the use of a property as a short-term rental, and provided that the regulation is enforced by the
6 local governing body in the same manner as for similar properties that are not short-term rentals;

7 (2) require the registration of a short-term rental with the local governing body prior to the
8 commencement of operations. Local governing bodies may impose a fine for failure to register under
9 the registration program; or

10 (3) limit or prohibit the use of short-term rentals for the purposes of housing sex offenders,
11 operating or maintaining a structured, sober-living home, selling illegal drugs, liquor control, or
12 pornography, obscenity, nude or topless dancing, and other adult-oriented businesses.

13 (C) The local governing body shall not:

14 (1) regulate the operation of a lodging marketplace; or

15 (2) require a lodging marketplace to provide personally identifiable information of users without
16 an administrative subpoena or court order.

17 (D) This section does not apply to private entities or homeowners' associations.

18
19 SECTION 2. Section 6-1-510 of the S.C. Code is amended to read:

20
21 Section 6-1-510. As used in this article:

22 (1) "Local accommodations tax" means a tax on the gross proceeds derived from the rental or charges
23 for accommodations furnished to transients as provided in Section 12-36-920(A) and which is imposed
24 on every person engaged or continuing within the jurisdiction of the imposing local governmental body
25 in the business of furnishing accommodations to transients for consideration-, including persons
26 operating as a lodging marketplace as defined in Section 12-36-72.

27 (2) "Local governing body" means the governing body of a county or municipality.

28 (3) "Positive majority" means a vote for adoption by the majority of the members of the entire
29 governing body, whether present or not. However, if there is a vacancy in the membership of the
30 governing body, a positive majority vote of the entire governing body as constituted on the date of the
31 final vote on the imposition is required.

32 (4) "Workforce housing" means residential housing for rent or sale that is reasonably and
33 appropriately priced for rent or sale to a person or family whose income falls within thirty percent and
34 one hundred twenty percent of the median income for the local area, with adjustments for household
35 size, according to the latest figures available from the United States Department of Housing and Urban
36 Development (HUD).

1
2 SECTION 3. Section 6-1-520 of the S.C. Code is amended to read:
3

4 Section 6-1-520.(A) A local governing body may impose, by ordinance, a local accommodations
5 tax, not to exceed three percent. However, an ordinance imposing the local accommodations tax must
6 be adopted by a positive majority vote. The governing body of a county may not impose a local
7 accommodations tax in excess of one and one-half percent within the boundaries of a municipality
8 without the consent, by resolution, of the appropriate municipal governing body.

9 (B) A local governing body that imposes a local accommodations tax shall notify the Department of
10 Revenue and the State Treasurer through delivery of a certified copy of the ordinance adopted by the
11 local governing body imposing the tax at least sixty days prior to the effective date of the ordinance.

12 (C) All proceeds from a local accommodations tax must be kept in a separate fund segregated from
13 the imposing entity's general fund. All interest generated by the local accommodations tax fund must
14 be credited to the local accommodations tax fund.
15

16 SECTION 4. Section 6-1-570 of the S.C. Code is amended to read:
17

18 Section 6-1-570. The tax provided for in this article must be collected, remitted, and administered in
19 the same manner as the tax imposed by Section 12-36-920. ~~to the local governing body on a monthly~~
20 ~~basis when the estimated amount of average tax is more than fifty dollars a month, on a quarterly basis~~
21 ~~when the estimated amount of average tax is twenty five dollars to fifty dollars a month, and on an~~
22 ~~annual basis when the estimated amount of average tax is less than twenty five dollars a month.~~
23

24 SECTION 5. Section 6-1-620 of the S.C. Code is amended to read:
25

26 Section 6-1-620. As used in this article:

27 (1) "Beach preservation fee" means a fee imposed on the gross proceeds derived from the rental or
28 charges for accommodations furnished to transients for consideration within the jurisdiction of the
29 governing body which are subject to the tax imposed pursuant to Section 12-36-920(A), including
30 rentals facilitated by a lodging marketplace, as defined in Section 12-36-72.

31 (2) "Governing body" means the governing body of a qualified coastal municipality.

32 (3) "Qualified coastal municipality" means a municipality bordering on the Atlantic Ocean that has
33 a public beach within its corporate limits and which imposes a local accommodations tax pursuant to
34 Section 6-1-520 that does not exceed one and one-half percent pursuant to the limitations imposed
35 pursuant to Section 6-1-540.
36

1 SECTION 6. Section 6-1-630 of the S.C. Code is amended to read:

2
3 Section 6-1-630.(A) The governing body of a qualified coastal municipality by ordinance, subject
4 to a referendum, may impose a beach preservation fee not to exceed one percent.

5 (B) Upon the adoption of an ordinance calling for a referendum, the county election commission
6 shall conduct a referendum at the time specified in the ordinance on the question of implementing a
7 one percent beach preservation fee. The state election laws apply to the referendum, mutatis mutandis.
8 The county election commission shall publish the results of the referendum to certify them to the
9 governing body. The beach preservation fee must not be imposed unless a majority of the qualified
10 electors residing in the municipality voting in the referendum vote in favor of the referendum.

11 (C)(1) The ballot must read substantially as follows:

12 “Must an additional one percent beach preservation fee be added to the accommodations tax for the
13 purpose of nourishment, renourishment, maintenance, erosion mitigation, and monitoring of beaches,
14 dune restoration and maintenance, including planting of grass, sea oats, or other vegetation useful in
15 preserving the dune system, and maintenance of public beach accesses within the corporate limits of
16 _____.

17 Yes _____

18 No _____

19 (2) If the question is not approved at the initial referendum, the governing body may, by an
20 ordinance meeting the requirements of this section, call for another referendum on the question.
21 However, following the initial referendum, a referendum for this purpose must not be held more often
22 than once in a twenty-four month period on the Tuesday following the first Monday in November in
23 even-numbered years.

24 (3) Once a week for the four weeks immediately preceding the referendum, the governing body
25 of the municipality shall publish notice in a newspaper of general circulation within the jurisdiction a
26 description of and the specific uses for the beach preservation fee. The governing body also must
27 publish notice on its website in the same manner.

28 ~~(D) The fee authorized by this article is in addition to all other local accommodations taxes imposed~~
29 ~~pursuant to Section 6-1-520 and must not be deemed cumulative with the local accommodations tax or~~
30 ~~fee rate for the purposes of Section 6-1-540. The governing body of a qualified coastal municipality that~~
31 imposes a beach preservation fee shall notify the Department of Revenue and the State Treasurer
32 through delivery of a certified copy of the ordinance adopted imposing the fee at least sixty days prior
33 to the effective date of the ordinance.

34 (E) The fee authorized by this article is in addition to all other local accommodations taxes imposed
35 pursuant to Section 6-1-520, shall be collected, remitted, and administered in the same manner as the
36 tax imposed by Section 12-36-920, and must be deemed cumulative with the local accommodations tax

1 or fee rate for the purposes of Section 6-1-540.

2 ~~(E)~~(F) All proceeds from the beach preservation fee must be kept in a separate fund segregated from
3 the governing body's general fund. All interest generated by the beach preservation fee fund must be
4 credited to the beach preservation fee fund.

5
6 SECTION 7. Section 6-1-650 of the S.C. Code is amended to read:
7

8 Section 6-1-650. Real estate agents, brokers, corporations, or listing services required to remit fees
9 under this section must notify the appropriate governing body if rental property, previously listed by
10 them, is dropped from their listings. A lodging marketplace, as defined in Section 12-36-72, shall not
11 be subject to this requirement.
12

13 SECTION 8. Section 5-7-30 of the S.C. Code is amended to read:
14

15 Section 5-7-30. (A) Each municipality of the State, in addition to the powers conferred to its specific
16 form of government, may enact regulations, resolutions, and ordinances, not inconsistent with the
17 Constitution and general law of this State, including the exercise of powers in relation to roads, streets,
18 markets, law enforcement, health, and order in the municipality or respecting any subject which appears
19 to it necessary and proper for the security, general welfare, and convenience of the municipality or for
20 preserving health, peace, order, and good government in it, including the authority to levy and collect
21 taxes on real and personal property and as otherwise authorized in this section, make assessments, and
22 establish uniform service charges relating to them, provided that any taxes or surcharges imposed on
23 the rental of accommodations, including, but not limited to taxes or surcharges imposed on the rental
24 of any rooms, campground spaces, lodgings, or sleeping accommodations shall be collected and
25 administered by the South Carolina Department of Revenue in the same manner as the tax imposed by
26 Section 12-36-920; the authority to abate nuisances; the authority to provide police protection in
27 contiguous municipalities and in unincorporated areas located not more than three miles from the
28 municipal limits upon the request and agreement of the governing body of such contiguous municipality
29 or the county, including agreement as to the boundaries of such police jurisdictional areas, in which
30 case the municipal law enforcement officers shall have the full jurisdiction, authority, rights, privileges,
31 and immunities, including coverage under the workers' compensation law, which they have in the
32 municipality, including the authority to make arrests, and to execute criminal process within the
33 extended jurisdictional area; provided, however, that this shall not extend the effect of the laws of the
34 municipality beyond its corporate boundaries; grant franchises for the use of public streets and make
35 charges for them; grant franchises and make charges for the use of public beaches; engage in the
36 recreation function; levy a business license tax on gross income, but a wholesaler delivering goods to

1 retailers in a municipality is not subject to the business license tax unless he maintains within the
2 corporate limits of the municipality a warehouse or mercantile establishment for the distribution of
3 wholesale goods; and a business engaged in making loans secured by real estate is not subject to the
4 business license tax unless it has premises located within the corporate limits of the municipality and
5 no entity which is exempt from the license tax under another law nor a subsidiary or affiliate of an
6 exempt entity is subject to the business license tax; and a business engaged in operating a professional
7 sports team as defined in Section 12-6-3360(M)(17) is not subject to the business license tax; borrow
8 in anticipation of taxes; and pledge revenues to be collected and the full faith and credit of the
9 municipality against its note and conduct advisory referenda. The municipal governing body may fix
10 fines and penalties for the violation of municipal ordinances and regulations not exceeding five hundred
11 dollars or imprisonment not exceeding thirty days, or both. If the person or business taxed pays a
12 business license tax to a county or to another municipality where the income is earned, the gross income
13 for the purpose of computing the tax must be reduced by the amount of gross income taxed in the other
14 county or municipality.

15 (B) For the purpose of providing and maintaining parking for the benefit of a downtown commercial
16 area, a municipality may levy a surtax upon the business license of a person doing business in a
17 designated area in an amount not to exceed fifty percent of the current yearly business license tax upon
18 terms and conditions fixed by ordinance of the municipal council. The area must be designated by
19 council only after a petition is submitted by not less than two-thirds of the persons paying a business
20 license tax in the area and who paid not less than one-half of the total business license tax collected for
21 the preceding calendar year requesting the designation of the area. The business within the designated
22 area which is providing twenty-five or more parking spaces for customer use is required to pay not
23 more than twenty-five percent of a surtax levied pursuant to the provisions of this paragraph.

24 (C) If a local governing body imposes a tax authorized pursuant to this Section, it must notify the
25 Department of Revenue and the State Treasurer through delivery of a certified copy of the ordinance
26 adopted by the local governing body at least sixty days prior to the effective date of the ordinance.

27
28 SECTION 9. Section 12-36-70 of the S.C. Code is amended to read:

29
30 Section 12-36-70. "Retailer" and "seller" include every person:

- 31 (1)(a) selling or auctioning tangible personal property whether owned by the person or others;
32 (b) furnishing accommodations to transients for a consideration, ~~except an individual furnishing~~
33 ~~accommodations of less than six sleeping rooms on the same premises, which is the individual's place~~
34 ~~of abode;~~
35 (c) renting, leasing, or otherwise furnishing tangible personal property for a consideration;
36 (d) operating a laundry, cleaning, dyeing, or pressing establishment for a consideration;

1 (e) selling electric power or energy;

2 (f) selling or furnishing the ways or means for the transmission of the voice or of messages
3 between persons in this State for a consideration. A person engaged in the business of selling or
4 furnishing the ways or means for the transmission of the voice or messages as used in this subitem (f)
5 is not considered a processor or manufacturer;

6 (2)(a) maintaining a place of business or qualifying to do business in this State; ~~or~~

7 (b) not maintaining an office or location in this State but soliciting business by direct or indirect
8 representatives, manufacturers agents, distribution of catalogs, or other advertising matter or by any
9 other means, and by reason thereof receives orders for tangible personal property or for storage, use,
10 consumption, or distribution in this State;

11 (3) operating as a marketplace facilitator, as defined in Section 12-36-71; or

12 (4) operating as a lodging marketplace, as defined in Section 12-36-72.

13 The department, when necessary for the efficient administration of this chapter, may treat any
14 salesman, representative, trucker, peddler, or canvasser as the agent of the dealer, distributor,
15 supervisor, employer, or other person under whom they operate or from whom they obtain the tangible
16 personal property sold by them, regardless of whether they are making sales on their own behalf or on
17 behalf of the dealer, distributor, supervisor, employer, or other person. The department may also treat
18 the dealer, distributor, supervisor, employer, or other person as a retailer for purposes of this chapter.

19
20 SECTION 10. Chapter 36, Title 12 of the S.C. Code is amended by adding:

21
22 Section 12-36-72. (A) “Lodging marketplace” means a person or entity who:

23 (1) provides for consideration, regardless of whether the consideration is deducted as a fee from
24 the transaction, an online application, software, website, system, or other medium through which
25 short-term rentals a good or service in this State is advertised or offered to the public as available; and

26 (2) directly or indirectly provides or maintains a platform for goods or services by providing a
27 payment system that facilitates a transaction between two platform users.

28 (B) For purposes of this section, a person “facilitates” a rental by brokering, coordinating, or in any
29 other way arranging for the purchase of the right to use accommodations through a transaction directly,
30 including through the use of one or more payment processors, between a customer and an
31 accommodations provider.

32
33 SECTION 11. Section 12-36-920 of the S.C. Code is amended to read:

34
35 Section 12-36-920.(A) A sales tax equal to seven percent is imposed on the gross proceeds derived
36 from the rental or charges for any rooms, campground spaces, lodgings, or sleeping accommodations

1 furnished to transients by any hotel, inn, tourist court, tourist camp, motel, campground, residence, or
2 any place in which rooms, lodgings, or sleeping accommodations are furnished to transients for a
3 consideration, or through a lodging marketplace facilitating the rental of an accommodation. This tax
4 does not apply:

5 ~~— (1) where the facilities consist of less than six sleeping rooms, contained on the same premises,~~
6 ~~which is used as the individual's place of abode; or~~

7 ~~— (2) to gross proceeds from rental income wholly excluded from the gross income of the taxpayer~~
8 ~~pursuant to Internal Revenue Code Section 280A(g) as that code is defined in Section 12-6-40(A).~~

9 The gross proceeds derived from the lease or rental of sleeping accommodations supplied to the same
10 person for a period of ninety continuous days are not considered proceeds from transients. The tax
11 imposed by this subsection (A) does not apply to additional guest charges as defined in subsection (B)
12 or separately stated optional charges on a bill to a customer for amenities, entertainment, special items
13 in promotional tourist packages, and other guest services. This tax applies to any charge by a lodging
14 marketplace, as defined in Section 12-36-72, to a transient.

15 (B) A sales tax of five percent is imposed on additional guest charges at any place where rooms,
16 lodgings, or accommodations are furnished to transients for a consideration, unless otherwise taxed
17 under this chapter. For purposes of this subsection, additional guest charges are limited to charges for:

18 (1) room service;

19 (2) laundering and dry cleaning services;

20 (3) in-room movies;

21 (4) telephone service; and

22 (5) rentals of meeting rooms.

23 (C) Real estate agents, brokers, corporations, or listing services required to remit taxes under this
24 section shall notify the department if rental property, previously listed by them, is dropped from their
25 listings. A lodging marketplace, as defined in Section 12-36-72, shall not be subject to this requirement.

26 (D) When any business is subject to the sales tax on accommodations and the business has more than
27 one place of business in the State, the licensee shall report separately in his sales tax return the total
28 gross proceeds derived from business done within and without the corporate limits of municipalities.
29 A taxpayer who owns or manages rental units in more than one county or municipality shall report
30 separately in his sales tax return the total gross proceeds from business done in each county or
31 municipality.

32 (E) The taxes imposed by this section are imposed on every person engaged or continuing within
33 this State in the business of furnishing accommodations to transients for consideration or acting as a
34 lodging marketplace, as defined in Section 12-36-72.

35 (F) The Department of Revenue shall annually publish the applicable tax rate, fees or surcharges
36 imposed on accommodations by any state or local governing body, including, but not limited to, the

1 taxes, fees, or surcharges imposed pursuant to Chapters 10 and 37 of Title 4, Chapter 1 of Title 6, and
2 Chapter 7 of Title 5. If a local governing body enacts a new tax, fee, or surcharge or increases the rate
3 of an existing tax, fee, or surcharge, the Department of Revenue shall notify accommodations
4 intermediaries of the new tax, fee, or surcharge at least sixty days prior to the enforcement of subsection
5 (G).

6 (G) Subject to the restrictions in subsection (F), when a lodging marketplace, as defined in 12-36-72,
7 facilitates the rental of an accommodation subject to the tax imposed by this section, the lodging
8 marketplace shall be solely responsible for collecting and remitting the tax. Subject to applicable laws,
9 the uniform provisions for the collection and enforcement of taxes assessed by the Department of
10 Revenue pursuant to Chapter 54 of Title 12 shall apply to a lodging marketplace.

11
12 SECTION 12. Section 12-36-922 of the S.C. Code is repealed.

13
14 SECTION 13. If any section, subsection, paragraph, subparagraph, sentence, clause, phrase, or word of
15 this act is for any reason held to be unconstitutional or invalid, such holding shall not affect the
16 constitutionality or validity of the remaining portions of this act, the General Assembly hereby
17 declaring that it would have passed this act, and each and every section, subsection, paragraph,
18 subparagraph, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more
19 other sections, subsections, paragraphs, subparagraphs, sentences, clauses, phrases, or words hereof
20 may be declared to be unconstitutional, invalid, or otherwise ineffective.

21
22 SECTION 14. This act takes effect upon approval by the Governor.

23 -----XX-----

Richland County Council Request for Action

Subject:

Community Planning & Development/Department of Public Works – Professional Services - Town of Blythewood Intergovernmental Agreement

Notes:

February 27, 2024 – The A&F Committee recommended Council approve an Intergovernmental Agreement between Richland County and the Town of Blythewood for Engineering Services and Infrastructure Maintenance, including the review of land development projects, stormwater review, and the maintenance of roadways.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Aric Jensen, AICP	Title:	Assistant County Administrator
Department:	Administration	Division:	
Date Prepared:	February 2, 2024	Meeting Date:	February 27, 2024
Legal Review	Elizabeth McLean via email	Date:	February 15, 2024
Budget Review	Maddison Wilkerson via email	Date:	February 6, 2024
Finance Review	Stacey Hamm via email	Date:	February 6, 2024
Approved for consideration:		County Administrator	Leonardo Brown, MBA, CPM
Meeting/Committee	Administration & Finance		
Subject	Intergovernmental Agreement with Town of Blythewood for Professional Services		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of an Intergovernmental Agreement between Richland County and the Town of Blythewood for Engineering Services and Infrastructure Maintenance, including the review of land development projects, stormwater review, and the maintenance of roadways.

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:

This is effectively a revenue neutral, fee-based agreement to provide engineering plan review services and infrastructure maintenance to the Town of Blythewood. Said services include the review of land development projects, stormwater plan/project review, and the maintenance of certain roadways. This relationship is mutually beneficial as it is not cost effective for the Town to maintain full-time staff performing these functions, and the County has qualified personnel regularly operating within the vicinity of Blythewood.

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

SC Code of Laws: Section 4-9-40.

Richland County and Town of Blythewood operate stormwater systems in accordance with an approved SCDHEC MS4 program.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

As required by the South Carolina Code of Laws and the South Carolina Department of Health and Environmental Control (SCDHEC), each local jurisdiction must establish a process by which construction and development is permitted and monitored to assure compliance with environmental regulations. Due to its relatively small size, it is not cost effective for the Town of Blythewood to maintain a full time stormwater inspection office. As such, the Town has contracted with the County since 1992 to provide this service.

Richland County is a medium Municipal Separate Storm Sewer System (MS4) and has the authority to review plans, issue permits, inspect projects, and enforce compliance on behalf of SCDHEC. The County has intergovernmental agreements (IGAs) for similar services with the Town of Arcadia Lakes, the City of Forest Acres, and the Town of Irmo. Records reflect an initial IGA between Richland County and the Town of Blythewood on August 31, 1992, with renewals on May 5, 2008 and December 9, 2014.

For the County to provide stormwater inspection services, SCDHEC must first delegate the authority to self-regulate or to contract with an approved MS4 provider, such as Richland County. The Town of Blythewood is currently working with SCDHEC to finalize the delegation of authority, which should occur by the time this IGA becomes effective.

Additionally, there are certain roadways that the County currently maintains or may maintain in the future within the Blythewood town boundaries. It is in the best interest of both the County and the Town that this infrastructure maintenance relationship be extended so as to provide continuous service to the public.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

- Goal 1: Foster Good governance
 - Objective 1.5: Collaborate with other governments
- Goal 4: Plan for growth through Inclusive and equitable infrastructure
 - Objective 4.2: Coordinate departments to prepare for anticipated growth in areas by providing water, sewer, and roads in necessary locations
 - Objective 4.3: Create excellent facilities

ATTACHMENTS:

1. 2024 Draft Intergovernmental Agreement Between Richland County and Town of Blythewood
2. 2008 Richland County/Town of Blythewood IGA
3. 2014 Richland County/Town of Blythewood IGA
4. Section 4-9-40 of the SC Code of Laws

**STATE OF SOUTH CAROLINA)
)
 RICHLAND COUNTY) **INTERGOVERNMENTAL AGREEMENT
 (Engineering Services and Infrastructure
 Maintenance)****

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Richland County (hereinafter the “County”) and the Town of Blythewood (hereinafter the “Town”).

RECITALS

WHEREAS, the County and the Town have previously entered into agreements for uniformity of road maintenance and storm drainage system improvements within the Town; and

WHEREAS, the Town desires to continue utilizing the services of the County Public Works Department to obtain such uniformity; and

WHEREAS, by the operation of County Ordinance § 26-201(b), the County will apply the provisions of its ordinances dealing with erosion and sediment control (§ 26-202) and stormwater management (§ 26-203) to all land within the jurisdiction of those municipalities that agree, in writing, to have these provisions administered within their corporate limits;

WHEREAS, the Town is desirous of having the County’s erosion and sediment control and stormwater management provisions administered within its corporate limits by the County;

WHEREAS, the County is willing to provide these services to the Town; and

WHEREAS, the Town amended its Ordinance on June 24, 2019 (Town Code § 153.098) to require that all land development within the County shall be according to design and development regulations of the County; and

WHEREAS, the Town amended its Ordinance on September 25, 2023, to provide that the provisions of the County Code of Ordinances dealing with storm water management and the NPDES municipal separate storm sewer system (MS4) program be adopted by the Town and govern and apply to any portion of the corporate limits of the Town located in the County; and

WHEREAS, the parties desire to continue their contractual relationship pursuant to this Agreement;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section One: Determining County of Jurisdiction for Land Development Projects within the Town.

1. Projects Entirely within Richland County - For any Land Development project within the Town that is located entirely within Richland County, such project will be reviewed, inspected, and maintained by Richland County.
2. Projects Partially in Richland County or Fairfield County - For projects within the Town that lie in both Richland and Fairfield Counties, the Town shall submit copies of the proposed development to each County. The following determines which County will be responsible for review and inspection:
 - a. Residential Developments - The County having more than fifty (50) percent of the existing and proposed roadway within the development that will be maintained by that County will review and inspect the project to that County's engineering standards. Once the final plat has been approved, each County agrees to maintain its respective roadways and storm drainage systems as to the approved plans. An objective determinant, such as a deed, plat map, survey, or similar documentation, agreed upon by the two Counties will decide who has greater than fifty (50) percent of the roadway. The County inspecting the project will notify the other County via email within ten (10) business days for inspection of major items, to include proof rolls. The use of one County's engineering standards for portions of the development that extend beyond that County's jurisdiction shall in no way obligate that County for any maintenance, repair, or liability with respect to the portion that lies outside of that County's jurisdiction.
 - b. Commercial Developments - The County having more than fifty (50) percent of the acreage of disturbance will review and inspect the project to that County's engineering standards. An objective determinant, such as a deed, plat, map, survey, or similar documentation, agreed upon by the two Counties will decide who has greater than fifty (50) percent of the acreage of disturbance. The use of one County's engineering standards for portions of the development that extend beyond that County's jurisdiction shall in no way obligate that County for any maintenance, repair, or liability with respect to the portion that lies outside of that County's jurisdiction.

Section Two: Town Responsibilities and Land Development Applications

The Town shall receive all Land Development applications for processing as established by Town Ordinance to ensure all prerequisites and internal requirements have been met, including, but not limited to, the following:

1. The Town will be responsible for notifying the developer and/or engineer within ten (10) business days to inform them to which County the project has been allocated.
2. As a prerequisite to the Town's issuance of building permits within the corporate limits, the Town will require the County to review and approve site plans with regard to erosion and sediment control measures, stormwater management, floodplain management requirements, and road access regulations. The Town will manage the bond documentation as required.
3. As a prerequisite to the Town's issuance of certificates of occupancy within the corporate limits, the Town will require the County's inspection and approval of site improvements to erosion and sediment control measures, stormwater management, floodplain management requirements, and road access.
4. The Town will require the submittal of plans (preliminary plans, approved plans, and as-built plans for developments and commercial buildings within the corporate limits) to the County Engineer's office for Quality Assurance and data management purposes. The County will make available to the Town review status, approvals, pre-construction meeting scheduling, and quality inspection reports during the execution of the project and any other related documentation for filing purposes.

Once the County has approved any required permits under the County's provisions for erosion and sediment control (§26-202), stormwater management (§26-203), floodplain management, and NPDES coverage is acquired, any approved permits will be made available to the Town within ten (10) business days. Approved permits shall remain in the custody of The County or the party herein to whom they were issued.

Section Three: County Maintenance Responsibilities

- A. Through its Department of Public Works, The County will provide routine maintenance on all those roads and drainage system, located within the corporate limits

of the Town and geographic territory of the County, that have been accepted for maintenance by the County in accordance with Section 21-7 of the County Code of Ordinances.

The level of maintenance provided by the County to this Agreement will be subject to the availability of funds, labor, and equipment for the County's overall road and storm drainage maintenance responsibility. The same level of maintenance will be provided within the corporate limits of the Town as on those in unincorporated areas of the County providing maintenance pursuant to this Agreement. Maintenance will include:

- Pavement
- Drainage within the right-of-way and recorded County easements
- Traffic Control signs
- Street name signs
- Shoulder, if necessary
- Any additional maintenance deemed appropriate by the County

With the exception of street name signs and County-installed traffic calming measures, the County will not provide maintenance on roads or storm drainage infrastructure within the right-of-way of a State Road System. The County will provide maintenance services, as detailed above, on the portion of roadways within the Town's limits that lie within its geographic territory.

- B. The County will include the roads it maintains within the Town's limits in its pavement maintenance network. Roads within the Town's limits will be evaluated and prioritized for maintenance and resurfacing along with, and in the same manner as, roads that are in unincorporated areas.

The funding availability as allocated to each District of the County per Ordinance Chapter 21 will be considered.

- C. The drainage infrastructure located off of roads right-of-way within the Town's limits that lie within the County will be maintained by the County subject to the limitations contained in Chapters 21 and 26 of the Richland County Code of Ordinances. The level of maintenance provided will be subject to the availability of funds, labor, and equipment for the County's drainage maintenance responsibilities and strictly within the County's guidelines.

The same level of maintenance will be provided for drainage infrastructure within the Town's limits located within the County as in the unincorporated areas of the County. Maintenance will include

- cleaning drainage ditches,
- cleaning and/or repairing closed storm sewers,
- cleaning and/or repairing catch basins, drop inlets, junction boxes,
- minor ditch maintenance,
- minor storm sewer installation that can be accomplished by County maintenance forces, and
- any additional maintenance deemed appropriate by the County.

Maintenance does not include construction of major capital drainage improvement projects. Under the terms of this Agreement, a major capital drainage improvement project is one requiring a private construction contract in the judgment of the Public Works Director of the County at issue.

Section Four: Floodplain Management Responsibilities

A. The County will provide floodplain management services consistent with County ordinances, including the following:

- Flood Zone Verification (FZV): The County will perform FZV services as requested. Plan Review: The County will review Plans for projects that include Special Flood Hazard Areas (SFHA) for compliance with the County floodplain management ordinances; and
- Floodplain Development Permits (FDP): The County will review FDP applications for compliance with the County floodplain management ordinance. FDP will be approved or not approved based on their compliance with the aforementioned ordinance.
- Records Keeping: FZV, Plans, and FDP applications and actions will be tracked by the County. Town will provide FZV's, Plans and FDP applications to The County for review. Once the application process is complete, the County will inform the applicant and the Town of the application result. When required the Town will

provide records of previous actions conducted on properties related to floodplain management services, including but not limited to substantial improvements.

- B. The Town will adopt The County Floodplain Overlay District Ordinances and agree to enforce floodplain management decisions rendered by the County and notify the County if activities are conducted that are not in compliance with the County's ordinance.
- C. Any development approval granted by the Town before March 1, 2024, shall remain valid until its expiration date. Developments with valid approvals or permits may be carried out in accordance with the terms and conditions of their approval and the development standards in effect at the time of approval, provided the permit or approval is valid and has not expired. All such approvals and permits shall remain the responsibility of the Town, and the County shall have no rights or obligations to perform reviews, inspections, amendments, or the like.
- D. The Town will ensure that Town code inspectors document floodplain development requirements in accordance with applicable ordinances on all inspections and inform the County when inspections demonstrate non-compliance with those requirements.
- E. The Town, within 90 days after the execution of this agreement, shall adopt or amend applicable ordinances as required to make them compatible with existing County ordinances and standards.
- F. The Town will assist The County in projects for flood hazard mitigation, water quality improvement, or other related projects in the Town or County.

Section Five: Funding

The County will assess the residents of the Town the same taxes and fees for the services set forth therein, and at the same rates that are assessed in the unincorporated areas of The County.

The taxes and fees generated thereby shall be compensation to The County for the services provided. The provisions of this section shall apply to

- real and personal property taxes,
- automobile registration fees,
- subdivision and land development processing fees, and

“C” funds allocated to The County pursuant to State law will be utilized by The County for road improvement projects within the corporate limits in The County as well as in unincorporated parts

of The County. The County will initiate projects on behalf of the Town in accordance with its capital road improvement programs.

Section Six: Termination

In the event the Town terminates the Agreement, The County shall be entitled to continue to collect all applicable taxes and fees within the Town for the tax year when the termination occurs. The Town will be entitled to a pro-rata distribution of such collections based on the percentage of the calendar year such services were provided.

Section Seven: Term

This Agreement shall be effective once executed by the parties and shall continue unless terminated by either party upon such party giving six month written notice to the other party of its intent to terminate this agreement.

Section Eight: Previous Agreements:

This Agreement supersedes all previous agreements between the Town and The County for land development services.

Section Nine: Insurance

Each party shall maintain insurance, whether commercial or self-funded, in amounts sufficient to fulfill its obligations and potential liabilities under this Agreement, but in no event shall such amounts be less than the limits of claims arising under the South Carolina Tort Claims Act.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date first above written,

WITNESSES:

COUNTY OF RICHLAND

BY: _____

WITNESSES:

TOWN OF BLYTHEWOOD

BY: _____

STATE OF SOUTH CAROLINA)
)
 RICHLAND COUNTY) INTERGOVERNMENTAL AGREEMENT
 (Roads and Storm Drainage)

THIS AGREEMENT entered into this 5th day of May, 2008, is by and between Richland County (hereinafter the "County") and the Town of Blythewood (hereinafter the "Town").

RECITALS

WHEREAS, the County and the Town previously entered into an agreement dated August 31, 1992 for uniformity of roads and storm drainage system improvements within the Town; and

WHEREAS, the Town desires to continue utilizing the services of the County Public Works Department to obtain such uniformity; and

WHEREAS, the County is willing to continue providing the Town said services; and

WHEREAS, the parties desire to terminate the previously executed agreement and replace it with this Agreement;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Public Works Department of the County shall provide such services as are necessary to secure the uniformity of roads and storm drainage improvements within the Town of Blythewood in compliance with the ordinances and policies of the County and the laws of the State of South Carolina where applicable.
2. The County shall accept roads within the Town limits into the County Roads Maintenance System only if such road fully complies with the County's ordinances regarding acceptance of roads.

3. The Town shall not authorize the construction or installation of such improvements until such time as the County has been provided with and approves plans for road or storm drainage installation.

4. The County, upon satisfactory completion of such improvements in accordance with the plans approved by the County, shall agree to maintain such improvements as part of the County system of such improvements. Roads may be dedicated to the County for perpetual maintenance as defined in Section 21-6 of the Richland County Code of Ordinances.

5. The Town agrees that the County shall manage all "C" funds on the Town's behalf and that the Town shall not be permitted to request "C" funds from the County Transportation Committee (CTC) without the written consent of the County.

6. In any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to any storm drainage and roadway ordinances of the County that have been adopted by the Town, the County's standards and ordinances shall take precedence since it is hereby declared to be the intent of the parties to give the County exclusive authority regarding the construction and maintenance of roadways and storm drainage improvements within the territorial limits of the Town of Blythewood which lie within the jurisdiction of Richland County.

7. This Agreement shall have a term of four (4) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

8. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Blythewood.

10. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Blythewood which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and

year first above written.

WITNESSES:

Michelle Oley
Monique Walters

[Signature]

RICHLAND COUNTY

By: Paul King
Council Chairperson

TOWN OF BLYTHEWOOD

[Signature]
By: _____
Mayor

STATE OF SOUTH CAROLINA)
)
 RICHLAND COUNTY) **INTERGOVERNMENTAL AGREEMENT**
 (Road and Storm Drainage)

THIS AGREEMENT entered into 9 day of December, 2014, by and between Richland County (hereinafter the "County") and the Town of Blythewood (hereinafter the "Town").

RECITALS

WHEREAS, the County and the Town previously entered into an agreement for uniformity of roads and storm drainage system improvements within the Town; and

WHEREAS, the Town desires to continue utilizing the services of the County Public Works Department to obtain such uniformity; and

WHEREAS, the County is willing to continue providing the Town said services; and

WHEREAS, the parties desire to continue their contractual relationship pursuant to this Agreement;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Public Works Department of the County shall provide such services as are necessary to secure the uniformity of roads and storm drainage improvements within the Town of Blythewood in compliance with the ordinances and policies of the County and the laws of the State of South Carolina where applicable.
2. The County shall accept roads within the Town limits into the County Roads Maintenance System only if such road fully complies with the County's ordinances regarding acceptance of roads.
3. The Town shall not authorize the construction or installation of such improvements until such time as the County has been provided with and approves plans for road or storm drainage installation.
4. The County, upon satisfactory completion of such improvements in accordance with the plans approved by the County, shall agree to maintain such improvements as part of the County system of such improvements. Roads may be dedicated to the County for perpetual maintenance as defined in Section 21-6 of the Richland County Code of Ordinances.

5. The Town agrees that the county shall manage all "C" funds on the Town's behalf and that the Town shall not be permitted to request "C" funds from the County Transportation Committee (CTC) without the written consent of the County.

6. In any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to any storm drainage and roadway ordinances of the County that have been adopted by the Town, the County's standards and ordinances shall take precedence since it is hereby declared to be the intent of the parties to give the County exclusive authority regarding the construction and maintenance of roadways and storm drainage improvements within the territorial limits of the Town of Blythewood which lie within the jurisdiction of Richland County.

7. This Agreement shall have a term of four (4) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

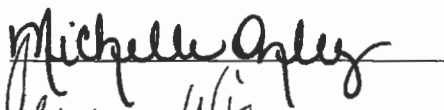
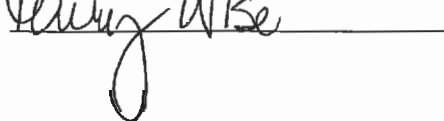
8. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Blythewood.

9. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Blythewood which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.


WITNESSES:

RICHLAND COUNTY

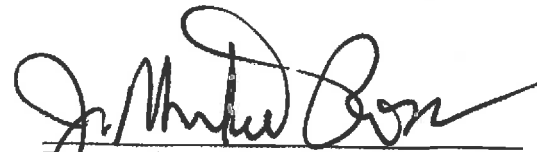




By: Norman Jackson, Richland
County Council Chairperson

TOWN OF BLYTHEWOOD



Gary Parker
Town Administrator



By: J. Michael Ross
Mayor

SECTION 4-9-41. Joint administration of functions by county, incorporated municipality, special purpose district, or other political subdivision.

(A) Any county, incorporated municipality, special purpose district, or other political subdivision may provide for the joint administration of any function and exercise of powers as authorized by Section 13 of Article VIII of the South Carolina Constitution.

(B) The provisions of this section may not be construed in any manner to result in diminution or alteration of the political integrity of any of the participant subdivisions which agree to and become a part of the functional consolidation, nor may any constitutional office be abolished by it.

HISTORY: 1992 Act No. 319, Section 2, eff April 8, 1992.

Editor's Note

1992 Act No. 319, Section 1 effective April 8, 1992, reads as follows:

"SECTION 1. It is the legislative intent and purpose of this chapter to provide a means for the consolidation of the governmental and corporate functions now vested in municipal corporations and other political subdivisions and with the governmental and corporate functions now vested in the counties in which these municipal corporations and other political subdivisions are located, and to provide a method for the creation of consolidated governments which may be used to fulfill the unique needs and demands in various county areas. This chapter is provided as enabling legislation to be liberally construed as a utilization of the constitutional power granted by Section 12 of Article VIII of the Constitution of South Carolina, 1895."

Richland County Council Request for Action

Subject:

Department of Public Works - Engineering Division - Summit Ridge Sidewalk Construction

Notes:

February 27, 2024 – The A&F Committee recommended Council approve the award of the Summit Ridge Drive sidewalk construction to Corley Construction, LLC, with a bid amount of \$222,070, to include a 10% contingency for a total approved amount of \$244,277.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Shirani W Fuller	Title:	County Engineer
Department:	Public Works	Division:	Engineering
Date Prepared:	February 2, 2024	Meeting Date:	February 27, 2024
Legal Review	Patrick Wright via email	Date:	February 8, 2024
Budget Review	Maddison Wilkerson via email	Date:	February 15, 2024
Finance Review	Stacey Hamm via email	Date:	February 15, 2024
Approved for consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM
Meeting/Committee	Administration & Finance		
Subject	Summit Ridge Sidewalk Construction		

RECOMMENDED/REQUESTED ACTION:

The Department of Public Works recommends the award of Summit Ridge Dr sidewalk construction to Corely Construction, LLC with a bid amount of \$222,070.00, to include a 10% contingency for a total approved amount of \$244,277.00.

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 type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Funding for this project, in the amount of \$244,277.00, is through a partnership with the County Transportation Committee (CTC) and Richland County Roads and Drainage.

Applicable department/grant key and object codes: GL 1200992030/532200 JL 4811791
GL 1216302000/532200

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Invitation for Bids RC-624-B-24 was issued on October 10, 2023. The due date for submissions was November 14, 2023, and there were two submissions. Corley Construction, LLC was the lowest responsive and responsible bidder for this project. Corley Construction LLC is a registered SLBE and Minority Owned business.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

2010 ADA Standards, South Carolina Department of Transportation (SCDOT) Standard Drawings, Specifications, and Supplemental Specifications, and applicable Richland County Code of Ordinances

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

This project is to construct a 5-foot sidewalk along one side of Summit Ridge Drive between Palmetto Park Circle and Bombing Range Road. This will connect existing portions of sidewalks in the community providing a safe route for pedestrians in the area, including easier access to the Kelly Mill Sports Center and Bridge Creek Elementary School.

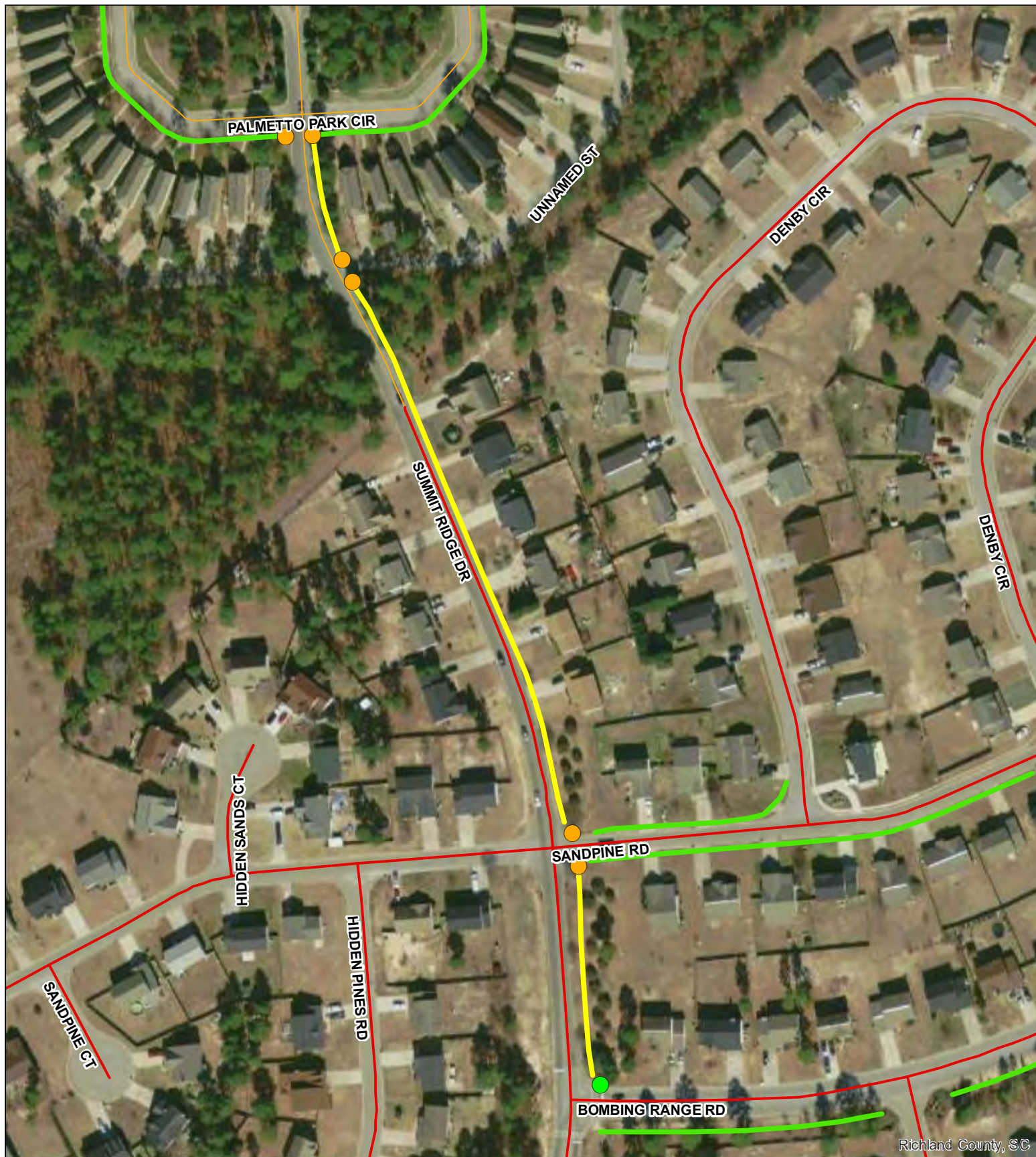
ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

- Goal 4: Plan for Growth through Inclusive and Equitable Infrastructure
 - Objective 4.3: Create excellent facilities

ATTACHMENTS:

1. Map
2. Bid Tabulation

Summit Ridge Drive - Proposed Sidewalk Attachment 1



Richland County, SC

Legend

COMMENTS

- New Pedestrian Curb Ramp
- Existing Pedestrian Curb Ramp
- Existing Sidewalk
- Proposed Sidewalk

Roads

- County Paved
- - - County Unpaved
- Private or Other
- Proposed

**5' sidewalk from Palmetto Park
Cir to Bombing Range Rd**

1 inch = 150 feet
78 of 163



DISCLAIMER: This is a product of the Richland County Public Works Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Reasonable efforts have been made to ensure the accuracy of this map. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

PROPRIETARY INFORMATION: Any resale of this information is prohibited, except in accordance with a licensing agreement.

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Richland County Public Works
400 Powell Rd.
Columbia, SC 29203



RC-624-B-24

AOS Specialty Contractors, Inc.

Corley Construction, LLC

Summit Ridge Drive Sidewalk

Due Date 11/14/2023 2:00pm

Total Cost

\$318,500.00

\$222,070.00

Richland County Council Request for Action

Subject:

County Utilities - Quail Creek Sewer Extension

Notes:

February 27, 2024 – The A&F Committee recommended Council approve the award to Williams Infrastructure, LLC for the Quail Creek Sewer Extension project.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Bill Davis	Title:	Director
Department:	Utilities	Division:	Administration
Date Prepared:	December 28, 2023	Meeting Date:	February 26, 2024
Legal Review	Patrick Wright via email	Date:	February 6, 2024
Budget Review	Maddison Wilkerson via email	Date:	February 6, 2024
Finance Review	Stacey Hamm via email	Date:	February 6, 2024
Approved for consideration:		Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM
Meeting/Committee	Administration & Finance		
Subject	Quail Creek Sewer Extension		

RECOMMENDED/REQUESTED ACTION:

Staff recommends the County Council approve awarding Williams Infrastructure, LLC the Quail Creek Sewer Extension project.

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 type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The total cost of the project is \$586,044, which includes a 20% contingency. Utilities has funds allocated from the Southeast Sewer and Water Project for this project.

Applicable department/grant key and object codes: 2110367004.532200

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Request for Bid RC-631-B-24 was issued November 17th, 2023, there were two (2) responses to the request. A non-mandatory pre-bid meeting was held on November 29th, 2023. The bids were opened on December 18th, 2023 at 2:00PM, and there were two submittals. Upon evaluation, Williams Infrastructure, LLC was the lowest, responsive, responsible bidder with a bid of \$488,370.00.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion or origin.

STRATEGIC & GENERATIVE DISCUSSION:

The Utilities Department requests approval to award the contract for eliminating the Quail Creek Pump Station and installing a 10" gravity sewer line. Utilizing a gravity line instead of the pump station will eliminate some manpower and costs associated with maintaining this obsolete station. RCU estimates costs savings of \$18,700 per year which include electricity, technicians who visit the site twice a week, and vehicle use.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

- Goal 6: Establish operational excellence
 - Objective 6.7: Address current and future resource needs

ADDITIONAL COMMENTS FOR CONSIDERATION:

This project will eliminate an aging pump station and will reduce maintenance, power consumption, risk and ultimately, its carbon footprint.

ATTACHMENTS:

1. Bid table

	Shady Grove Construction, LLC	Williams Infrastructure, LLC
Total Cost	\$ 931,190.0	\$ 488,370.0

Richland County Council Request for Action

Subject:

Community Planning & Development - Conservation Division - Mill Creek Bridge Replacement

Notes:

February 27, 2024 – The A&F Committee recommended Council approve the request to remove and replace the Mill Creek Bridge damaged during a flood in February 2020 with the selected vendor.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Quinton Epps	Title:	Division Manager
Department:	Community Planning & Development	Division:	Conservation
Date Prepared:	February 2, 2024	Meeting Date:	February 27, 2024
Legal Review	Patrick Wright via email	Date:	February 6, 2024
Budget Review	Maddison Wilkerson via email	Date:	February 15, 2024
Finance Review	Stacey Hamm via email	Date:	February 15, 2024
Approved for consideration:		Assistant County Administrator	Aric A Jensen, AICP
Meeting/Committee	Administration & Finance		
Subject	Award of a contract for Mill Creek Bridge Replacement project		

RECOMMENDED/REQUESTED ACTION:

Staff requests approval of the request to remove and replace the Mill Creek Bridge damaged during a flood in February 2020 with the selected vendor.

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:

Staff sought an engineer's estimate in March of 2022 which was subsequently updated in September of 2022. At that time, work was estimated to cost \$700,000.

Between September of 2022 and the end of 2023, onsite challenges such as narrow road conditions, potential for culvert failure due to the weight of the equipment needed to place the steel beams, additional clearing and relocation of power lines for crane operation, and a high potential for flooding during construction (which may cause additional mobilization) were identified. These increases, coupled with the increases in shipping costs for steel, materials and inflation, render the 2022 engineer's estimate obsolete.

Requisition R2401158 has been entered to encumber \$700,000 in 1209451000/532200. To cover the additional cost of \$445,149.00, the necessary funds were transferred from the current FY23-24 Conservation Division budget from Acquisition (1209451000/530100) to Construction (120945100/532200) to complete the project.

Applicable department/grant key and object codes: 1209451000-532200

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Request for Bid RC-593-B-24, “Mill Creek Bridge Construction” was publicly advertised in October, 2023. There were (2) respondents to the Request for Bid.

Republic Contracting Corporation was identified as the lowest, responsive, responsible bidder, with a bid of \$1,145,149.00. The difference between the two bid submittals was 8%. A price analysis concludes the low bid is reasonable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

Not applicable.

MOTION OF ORIGIN:

“Ms. Terracio moved to approve Items 14(c) – 14(g), seconded by Ms. Mackey.”

Council Member	The Honorable Allison Terracio, District 5
Meeting	Regular Session
Date	February 7, 2023

STRATEGIC & GENERATIVE DISCUSSION:

The Richland County Conservation Commission (RCCC), created by the Richland County Council in 1998 by ordinance, is charged with promoting the protection of the county’s natural, historical, and cultural resources as well as nature-based recreation and eco- and heritage tourism. Among the county-owned conservation properties RCCC manages is an approximately 2,500-acre tract of land along the Congaree River known as Mill Creek accessed from Old Bluff Road. During flooding in early February 2020, a wooden bridge on the Mill Creek property was damaged. RCCC seeks to replace the damaged wooden bridge (see attached maps).

The existing damaged bridge is approximately 70 ft. long by 15 ft. wide and must be replaced to fully access the Upper and Lower Tracts of the Mill Creek property. Currently, the property is not open to the public although the RCCC plans, depending on the availability of funding and the implementation of the Lower Richland Tourism Plan, to eventually open it for public recreation.

The design of the bridge replacement was completed in 2022. In February 2023, County Council approved a budget amendment to transfer \$700,000.00 for the construction project based on the Engineer’s Estimate at the time.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

The bridge replacement meets the goals in the Strategic Plan for Richland County as outlined below:

1. Foster Good Governance – Objective 1.1: This project has realistic and achievable goals, a shared vision and agreement with county leadership including the Lower Richland Tourism Plan (LRTP) and

the Mill Creek Mitigation Bank (MCMB), uses metrics for accountability, and has been re-evaluated during the approval process for several years.

2. Invest in Economic Development – Objective 2.2: The project and its association with the MCMB will encourage departments to find and supporting growth and opportunities through the LRTP.
3. Commit to Fiscal Responsibility – Objective 3.1: The project is aligned with balanced budget priorities, attempting to seek funds from other sources, and promoting sustainable economic development in Richland County.
4. Plan for Growth through Inclusive and Equitable Infrastructure – Objective 4.1: The project and its association with the MCMB has been a model for interdepartmental coordination and plans to enable smart growth. It has provided positive outcomes for development along with the preservation of sensitive lands.

ATTACHMENTS:

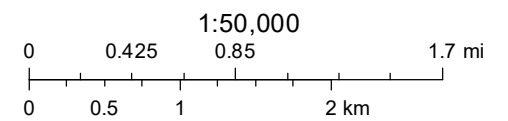
1. Parcel Location Map
2. Bridge replacement location map
3. Bid Tabulation
4. February 07, 2023 - Regular Session County Council Minutes

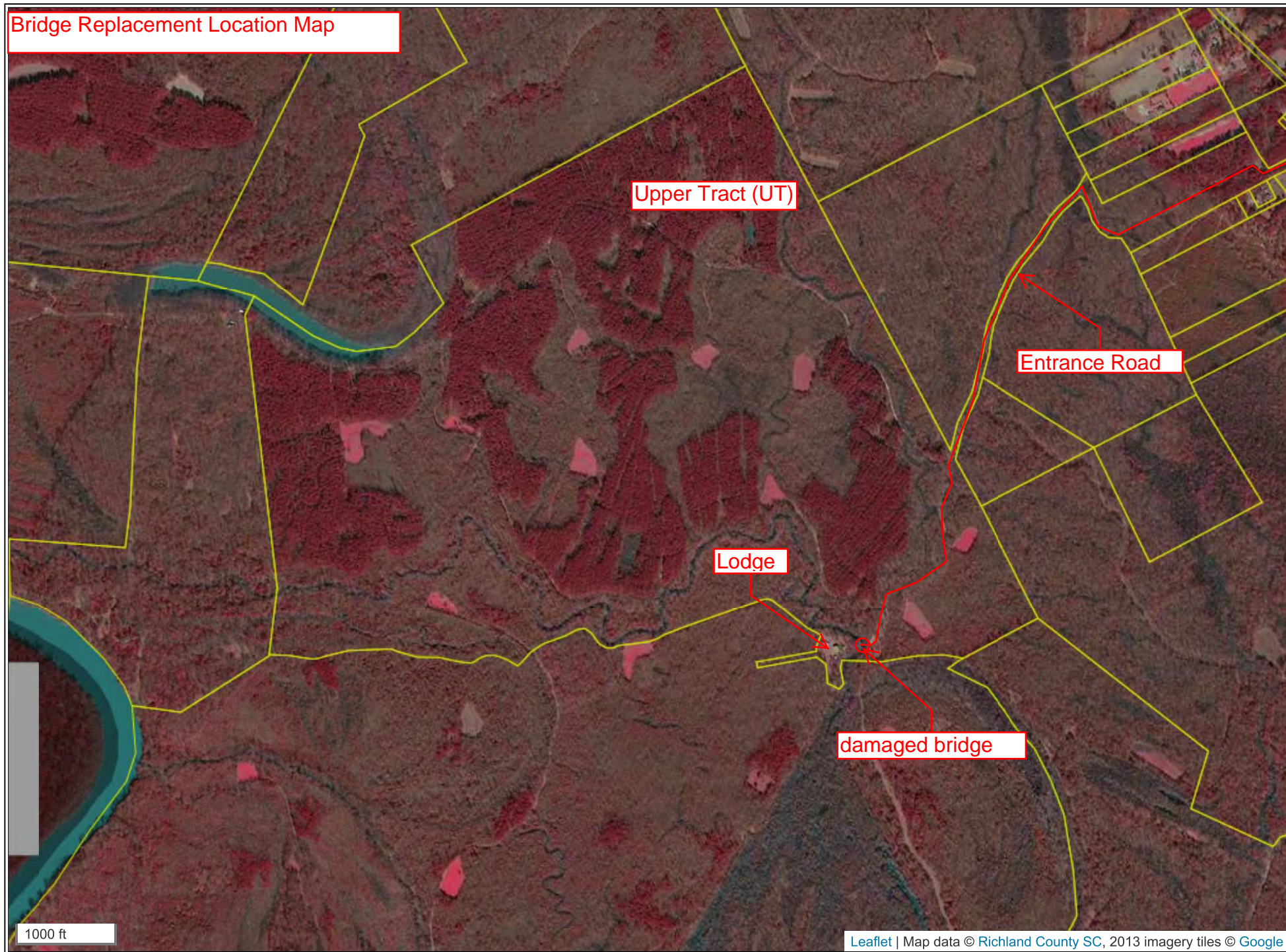
Project Location and Parcel Boundary Map

Attachment 1



June 12, 2020





Mill Creek Bridge Construction		Dane Construction, Inc.	Republic Contracting Corporation
RC-593-B-24	Total Cost	\$ 1,243,421.0	\$ 1,145,479.0
Date 11/13/2023			

14. **APPROVAL OF CONSENT ITEMS**

- a. An Ordinance amending the Richland County Code of Ordinances: Chapter 16. Licenses and Miscellaneous Business Regulations; by the addition of Article VII. Residential Rental Property Registration and Regulations – Ms. Terracio moved to amend the ordinance by inserting the property address in Section 16-72(a), seconded by Ms. Newton.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

Mr. Branham noted that any foreclosing lienholders are going to be required to register under Section 16-72. He inquired if the phrase “is leased or available for lease” is defined in the ordinance.

Mr. Aric Jensen, Assistant County Administrator, replied staff probably should have used the phrase, “offered for lease”.

Mr. Branham inquired if that would include short-term rentals.

Mr. Jensen indicated the ordinance refers to leases of a month or longer; therefore, it would not include short-term rentals. When we address short-term rentals, we will need to create a similar registration system.

Ms. Mackey noted Council has already taken action on this item. If any changes are desired, we would need to reconsider the vote to include those changes.

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

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote was in favor.

Mr. Branham moved to add the language “for a period of 30 days or longer” after the phrase available for lease, to add the property address in Section 16-7-2(a), and replace the term “available” with “offered” in Section 16-7-2(b), seconded by Ms. Newton.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

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

Opposed: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The motion for reconsideration failed.

- b. FY22 Annual Roads Report – Staff requests the County Council receive the attached Annual Roads Report for information and general publication – Mr. Livingston moved to accept the Annual Roads Report for information and general publication, seconded by Ms. Barron.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

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

Opposed: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The motion for reconsideration failed.

Ms. Mackey inquired if this document will be available for viewing on the County’s website.

Mr. Brown responded the document would be uploaded to the County’s website within one business day.

- c. Conservation Commission – Mill Creek Bridge Replacement
 d. Department of Public Works – Road Maintenance Fund Revenue
 e. Animal Services – Intergovernmental Agreement – City of Forest Acres
 f. Animal Services – Intergovernmental Agreement – Town of Irmo
 g. Animal Services – Intergovernmental Agreement – Town of Eastover

Ms. Terracio moved to approve Items 14(c) – 14(g), seconded by Ms. Mackey.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

Ms. Terracio moved to reconsider Items 14(c) – 14(g), seconded by Ms. Barron.

Opposed: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The motion for reconsideration failed.

Ms. Newton thanked staff for noting that the intergovernmental agreements were standard agreements.

15. **THIRD READING ITEM**

- a. An Ordinance authorizing the option and acquisition of certain property located in Richland County; and other matters related thereto – Mr. Livingston moved to approve this item, seconded by Barron

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

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

Opposed: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

Ms. Mackey inquired if a public hearing was necessary for this item.

Mr. Wright responded a public hearing is not required for this item.

16. **SECOND READING ITEM**

- 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 Viper to provide for payment of a fee-in-lieu of taxes; and other related matters – Mr. Livingston moved to approve this item, Ms. Barron.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

- b. Authorizing the purchase of an existing mitigation bank to secure mitigation credits to support economic development projects; and other matters related thereto – Ms. Barron moved to approve this item, seconded by Ms. English.

Ms. Mackey noted, for the record, she had additional questions about management and operations. She has shared those questions with staff and feedback on those questions will be provided prior to Third Reading.

In Favor: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

17. **REPORT OF DEVELOPMENT AND SERVICES COMMITTEE**

- a. An Ordinance establishing the offense of using, discharging, shooting, or igniting fireworks or similar explosives within Richland County between certain hours, to provide exceptions, and to provide a penalty for each violation [FIRST READING] – Mr. Pugh stated the committee recommended approval of this item. He noted he is aware some Council members still have questions about the ordinance.

Mr. Wright indicated since this item came out of committee there were recommended changes that are not reflected in the agenda packet. He will provide a red-lined version prior to Second Reading.

Ms. Newton stated, as part of those recommended changes, she would like a specific timeframe to be provided for the three (3) offenses in Section 18-7(f).

Ms. Terracio requested public outreach to educate the residents regarding this ordinance.

Mr. Branham noted there is a typographical error in Section 18-7(b). He inquired if there would be exceptions made as it relates to Section 18-7(c)(4). In addition, he inquired about the intent of Section 18-7(g).

Ms. Mackey inquired if the recommendation from the committee is based upon the draft ordinance provided.

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of one or more fee-in-lieu of ad valorem taxes and incentive agreements by and among Richland County, South Carolina, McEntire Produce, Inc., R.C. McEntire Trucking, Inc., and McEntire Limited Partnership to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

Notes:

First Reading: December 12, 2023

Second Reading: February 6, 2024

Third Reading: March 5, 2024 {Tentative}

Public Hearing: March 5, 2024

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
AMONG RICHLAND COUNTY, SOUTH CAROLINA AND MCENTIRE
PRODUCE, INC., R.C. MCENTIRE TRUCKING, INC., AND MCENTIRE
LIMITED PARTNERSHIP 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 the 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, McEntire Produce, Inc. (“Sponsor”), together with R.C. McEntire Trucking, Inc., and McEntire Limited Partnership (collectively, “Sponsor Affiliates”), all previously identified as Project Shreds, desires to expand a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$24,400,000 and the creation of 40 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, and the Sponsor Affiliates, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor and the Sponsor Affiliates with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (ii) locating the Project in the Park; and (iii) 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 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 and the Sponsor Affiliates.

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: December 12, 2023
Second Reading: February 6, 2024
Public Hearing: March 5, 2024
Third Reading: March 5, 2024

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

MCENTIRE PRODUCE, INC.,

R.C. MCENTIRE TRUCKING, INC.,

MCENTIRE LIMITED PARTNERSHIP,

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF MARCH 5, 2024

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	6
Section 3.2 Leased Property.....	6
Section 3.3 Filings and Reports	6
ARTICLE IV FILOT PAYMENTS	
Section 4.1 FILOT Payments.....	7
Section 4.2 FILOT Payments on Replacement Property	7
Section 4.3 Removal of Components of the Project	8
Section 4.4 Damage or Destruction of Economic Development Property.....	8
Section 4.5 Condemnation	8
Section 4.6 Calculating FILOT Payments on Diminution in Value.....	9
Section 4.7 Payment of <i>Ad Valorem</i> Taxes.....	9
Section 4.8 Place of FILOT Payments	9
ARTICLE V ADDITIONAL INCENTIVES	
Section 5.1 Infrastructure Credits	10
ARTICLE VI CLAW BACK	
Section 6.1 Claw Back	10

ARTICLE VII
DEFAULT

Section 7.1	Events of Default	10
Section 7.2	Remedies on Default	11
Section 7.3	Reimbursement of Legal Fees and Other Expenses.....	11
Section 7.4	Remedies Not Exclusive	11

ARTICLE VIII
PARTICULAR COVENANTS AND AGREEMENTS

Section 8.1	Right to Inspect	11
Section 8.2	Confidentiality	12
Section 8.3	Indemnification Covenants	13
Section 8.4	No Liability of County's Personnel	13
Section 8.5	Limitation of Liability	13
Section 8.6	Assignment.....	13
Section 8.7	No Double Payment; Future Changes in Legislation.....	13
Section 8.8	Administration Expenses	13

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1	Sponsor Affiliates	13
Section 9.2	Primary Responsibility.....	14

ARTICLE X
MISCELLANEOUS

Section 10.1	Notices	14
Section 10.2	Provision of Agreement for Sole Benefit of County and Sponsor	15
Section 10.3	Counterparts	15
Section 10.4	Governing Law	15
Section 10.5	Headings.....	15
Section 10.6	Amendments	15
Section 10.7	Agreement to Sign Other Documents	15
Section 10.8	Interpretation; Invalidity; Change in Laws	15
Section 10.9	Force Majeure	16
Section 10.10	Termination; Termination by Sponsor	16
Section 10.11	Entire Agreement	16
Section 10.12	Waiver	16
Section 10.13	Business Day.....	16
Section 10.14	Agreement's Construction	17

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	McEntire Produce, Inc., R.C. McEntire Trucking, Inc., and McEntire Limited Partnership	
Project Location	2040 American Italian Way, Columbia, SC 29250	Exhibit A
Tax Map No.	R19000-05-05	Exhibit A
FILOT		
• Phase Exemption Period	30 years	1.1
• Contract Minimum Investment Requirement	\$24,400,000	1.1
• Investment Period	First day of any purchase or acquisition of Economic Development Property through five-year anniversary of Commencement Date	1.1
• Assessment Ratio	6%	4.1
• Millage Rate	.4753	4.1
• Fixed or Five-Year Adjustable Millage	Fixed	4.1
• Claw Back Information	See Exhibit E	6.1 and Exhibit E
Multicounty Park	I-77 Corridor Regional Business Park (Richland/Fairfield)	
Infrastructure Credit	Yes	
• Brief Description	20% per year for 10 years	Exhibit D
• Credit Term	10 years	Exhibit D
• Claw Back Information	See Exhibit E	Exhibit E
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“**Fee Agreement**”) is entered into, effective, as of March 5, 2024, 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, McEntire Produce, Inc., a South Carolina corporation (“**Sponsor**”), R.C. McEntire Trucking, Inc., a South Carolina corporation (“**RCM**”), and McEntire Limited Partnership, a South Carolina limited partnership (“**MLP**”) (RCM and MLP, collectively, the “**Sponsor Affiliates**”).

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, together with the Sponsor Affiliates, has committed to expand a manufacturing facility (“**Facility**”) in the County, consisting of taxable investment in real and personal property of not less than \$24,400,000 and the creation of 40 new, full-time jobs;

(d) By an ordinance enacted on March 5, 2024, 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 the initial Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2023.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$24,400,000.

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

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

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

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

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

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

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

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

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

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

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

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

“Final 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, 2057, the Final Termination Date is expected to be January 15, 2059, 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, 2028.

“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, as may be amended.

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

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

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

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

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

“Real Property” means real property that the Sponsor or Sponsor Affiliate 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 Shreds and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“Sponsor Affiliate” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement. Initially, R.C. McEntire Trucking, Inc. and McEntire Limited Partnership shall be the only Sponsor Affiliates under 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 December 12, 2023 by adopting an Inducement Resolution, as defined in the Act.

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

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

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

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

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

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

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

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

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

Section 2.3. *Representations and Warranties of the Sponsor Affiliates.* The Sponsor Affiliates represent and warrant as follows:

(a) Each 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 Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) Each Sponsor Affiliate intends to operate the Project as a facility for use in manufacturing, warehousing, distribution or commercial activities or for such other purposes that the Act permits as the Sponsor Affiliate may deem appropriate.

(c) Each Sponsor Affiliate'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 Affiliate is now a party or by which it is bound.

(d) Each Sponsor Affiliate will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement, together with the Sponsor and other Sponsor Affiliate(s).

(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 Affiliates to locate the Project in the County.

(f) Each Sponsor Affiliate 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, together with the Sponsor Affiliates, 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, 2023. 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 or Sponsor Affiliates is, at the election of the Sponsor or Sponsor Affiliate, 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, 2025, 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 November 7, 2023, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

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

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

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property and Improvements portion of the Phase, the County, the Sponsor, and the Sponsor Affiliates have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 475.3 mills, 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, 2023.

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 and Sponsor Affiliates acknowledge that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor and Sponsor Affiliates 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 or Sponsor Affiliates 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 or Sponsor Affiliates with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7 of this Fee Agreement.

Section 4.2. *FILOT Payments on Replacement Property.* If the Sponsor or Sponsor Affiliates elect to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor or Sponsor Affiliate 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 or Sponsor Affiliates are entitled to remove and dispose of components of the Project in their 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 or Sponsor Affiliates may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor or Sponsor Affiliates are 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 or Sponsor Affiliates do not elect to terminate this Fee Agreement, then the Sponsor or Sponsor Affiliates 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 or Sponsor Affiliates elect not to terminate this Fee Agreement pursuant to subsection (a) and elect 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 or Sponsor Affiliates, the Sponsor or Sponsor Affiliates 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 or Sponsor Affiliates 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 or Sponsor Affiliates are 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 or Sponsor Affiliates have 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 and Sponsor Affiliates are entitled to claim Infrastructure Credits to reduce certain FILOT Payments due and owing from the Sponsor and Sponsor Affiliates 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 or Sponsor Affiliate's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor and Sponsor Affiliates 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 and Sponsor Affiliates fail to perform their obligations under this Fee Agreement as described in Exhibit E, then the Sponsor and Sponsor Affiliates are subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor or Sponsor Affiliates 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 or Sponsor Affiliates which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor or Sponsor Affiliates to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above) (as to the entity to which the failure applies), which failure has not been cured within 30 days after written notice from the County to the Sponsor or Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the Sponsor or Sponsor Affiliates have 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 or Sponsor Affiliates are 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 or Sponsor Affiliates 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 or Sponsor Affiliates has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement as to the entity in default; 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 or Sponsor Affiliates 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 and Sponsor Affiliates 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 and Sponsor Affiliates. The Sponsor and Sponsor Affiliates 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 and Sponsor Affiliates 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 and Sponsor Affiliates 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 and Sponsor Affiliates 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 and Sponsor Affiliates shall pay the County within 30 days of receipt of the statement. The Sponsor and Sponsor Affiliates may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any such documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor and Sponsor Affiliates to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor and Sponsor Affiliates shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s and Sponsor Affiliates’ expense. The Sponsor and Sponsor Affiliates are entitled to use counsel of their choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor and Sponsor Affiliates are 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 and Sponsor Affiliates are not required to indemnify any Indemnified Party against or reimburse any Indemnified Party for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor and Sponsor Affiliates 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 and Sponsor Affiliates 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 and Sponsor Affiliates 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 and Sponsor Affiliates 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 and Sponsor Affiliates 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 and Sponsor Affiliates agree 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 and Sponsor Affiliates are 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 and Sponsor Affiliates are 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 and Sponsor Affiliates will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor and Sponsor Affiliates 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 and Sponsor Affiliates 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 and Sponsor Affiliates 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. Initially, R.C. McEntire Trucking, Inc. and McEntire Limited Partnership shall be the only Sponsor Affiliates.

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 OR SPONSOR AFFILIATES (as applicable):

McEntire Produce, Inc.
Attn: Property Tax Manager
2040 American Italian Way
Columbia, SC 29209

R.C. McEntire Trucking, Inc.
Attn: Property Tax Manager
2040 American Italian Way
Columbia, SC 29209

McEntire Limited Partnership
Attn: Property Tax Manager
2040 American Italian Way
Columbia, SC 29209

WITH A COPY TO (does not constitute notice):

Haynsworth Sinkler Boyd, P.A.
Attn: Will Johnson
P.O. Box 11889
Columbia, South Carolina 29201

IF TO THE COUNTY:

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

WITH A COPY TO (does not constitute notice):

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

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

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 and the Sponsor Affiliates, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor and the Sponsor Affiliates such additional instruments as the Sponsor and the Sponsor Affiliates 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 and the Sponsor Affiliates with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor and the

Sponsor Affiliates 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 and the Sponsor Affiliates do not realize the economic benefit they are 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 and the Sponsor Affiliates to provide a special source revenue or Infrastructure Credit to the Sponsor and the Sponsor Affiliates (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor and the Sponsor Affiliates to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. *Force Majeure.* The Sponsor and the Sponsor Affiliates are 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 and the Sponsor Affiliates' reasonable control.

Section 10.10. *Termination; Termination by Sponsor or Sponsor Affiliates.*

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

(b) The Sponsor or the Sponsor Affiliates are authorized to terminate this Fee Agreement at any time with respect to its investments in 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 and the Sponsor Affiliates' obligation to make FILOT Payments under this Fee Agreement terminate to the extent of and in the year following the year the Sponsor or Sponsor Affiliate terminates this Fee Agreement pursuant to this Section.

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

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

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

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

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

MCENTIRE PRODUCE, INC.

By: _____
Its: _____

R.C. MCENTIRE TRUCKING, INC.

By: _____
Its: _____

MCENTIRE LIMITED PARTNERSHIP

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

Approximately 28.91 acres, more or less, located at 2040 American Italian Way, Columbia, SC 29209 and designated more specifically as Richland County Tax Map Number R19000-05-05.

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 March 5, 2024 (“Fee Agreement”), between Richland County, South Carolina (“County”), McEntire Produce, Inc. (“Sponsor”), R.C. McEntire Trucking, Inc. (“RCM”), and McEntire Limited Partnership (“MLP”).

1. Joinder to Fee Agreement.

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

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

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

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

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

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

4. Governing Law.

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

5. Notice.

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

[_____]

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

Date

Name of Entity
By:_____
Its:_____

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

RICHLAND COUNTY, SOUTH CAROLINA

By:_____
Its:_____

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

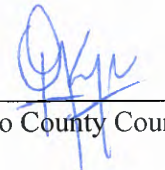
RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)

ATTEST:



Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

The County shall provide a 20% Infrastructure Credit against each FILOT Payment due and owing from the Sponsor to the County with respect to the Project as provided in this Agreement for a period of 10 consecutive years, beginning with the first such FILOT Payment due with respect to the Project.

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

Repayment Amount = Total Received x Claw Back Percentage

Claw Back Percentage = 100% - Investment Achievement Percentage

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement

For example, and by way of example only, if the County granted \$100,000 in Infrastructure Credits, and \$19,520,000 had been invested at the Project by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Investment Achievement Percentage = \$19,520,000/\$24,400,000 = 80%

Claw Back Percentage = 100% - 80% = 20%

Repayment Amount = \$100,000 x 20% = \$20,000

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.

Richland County Council Request for Action

Subject:

An Ordinance authorizing a quitclaim deed to Bobby J. and Nancy Y. Spivey for unused and unopened right-of-way on Lake Dogwood Circle South

Notes:

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-24HR

AN ORDINANCE AUTHORIZING A QUITCLAIM DEED TO BOBBY J. AND
NANCY Y. SPIVEY FOR UNUSED AND UNOPENED RIGHT-OF-WAY ON
LAKE DOGWOOD CIRCLE SOUTH.

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 County of Richland and its employees and agents are hereby authorized to grant a quitclaim deed to BOBBY J. AND NANCY Y. SPIVEY for unused and unopened right-of-way on Lake Dogwood Circle South; as specifically described in the attached Quitclaim Deed.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____.

RICHLAND COUNTY COUNCIL

By: _____
Jesica Mackey, Chair

Attest this _____ day of
_____, 2024.

Anette Kirylo
Clerk of Council

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

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

QUITCLAIM DEED
(Non-Abstracted Title to Real Estate)

THIS QUITCLAIM DEED, executed this _____ day of _____, 2023 by Richland County, South Carolina ("Grantor"), to Bobby J.& Nancy Y. Spivey, ("Grantee").

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00), in hand paid by the Grantee, the receipt of which is hereby acknowledge, does hereby remise, release, and quitclaim unto the Grantee, their heirs, successors, and assigns, forever, all its right, title, interest, claim and demand which Grantor has in and to the following described lot, piece, or parcel of land, situated, lying and being near the town of Eastover, in the County of Richland, State of South Carolina, to wit:

Legal Description:

See Exhibit A

TO HAVE AND TO HOLD the same together with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise incident or appertaining.

WITNESS the hand and seal of the Grantor this day of , 20 .

WITNESSES:

GRANTOR

RICHLAND COUNTY, SOUTH CAROLINA

(Witness #1)

By _____
Its County Administrator

(Witness #2/Notary)

EXHIBIT A

That certain piece parcel or strip of land lying and being North of Eastover, being a portion of Lake Dogwood Circle South, 50' Right of Way, with metes and bounds as described;

Starting in the Southwest region, at a point of beginning then turning N28°17'25"E for a distance of 37.29', then turning N54°52'25"E for a distance of 61.40', then turning N60°30'38"E for a distance of 89.87', then turning S25°46'07"E for a distance of 44.84', then turning S64°13'53"W for a distance of 81.30', then turning to a point of closure S57°15'47"W for a distance of 67.83'. Being more accurately described and designated as, Area "1", on a Boundary Survey prepared for Bobby J. & Nancy Y. Spivey, by Walker Land Surveying, Inc., dated March 7, 2023, revised April 12, 2023, recorded in the Office of Register of Deed for Richland County in plat book 2828, Page 1683.

Also,

Starting in the northwest region, at a point of beginning then turning N57°15'47"E for a distance of 70.84', then turning N64°13'53"E for a distance of 83.62', then turning S33°44'43"E for a distance of 5.21', then turning S60°30'38"W for a distance of 89.87', then turning S54°52'25"W for a distance of 61.40', then turning to a point of closure N45°18'45"W for a distance 13.14'. Being more accurately described and designated as, Area "2", on a Boundary Survey prepared for Bobby J. & Nancy Y. Spivey, by Walker Land Surveying, Inc., dated March 7, 2023, revised April 12, 2023, recorded in the Office of Register of Deed for Richland County in plat book 2828, Page 1683.

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Colite Technologies, LLC; and other related matters

Notes:

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

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

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF
THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK
JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO
INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND
COUNTY; THE EXECUTION AND DELIVERY OF AN
INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR
INFRASTRUCTURE CREDITS TO COLITE TECHNOLOGIES,
LLC; AND OTHER RELATED MATTERS.**

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

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

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

WHEREAS, Colite Technologies, LLC (“Company”) desires to renovate and repurpose a property located at 2405 Millwood Avenue within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$2,500,000, along with the creation of 75 new full-time jobs;

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: March 5, 2024
Second Reading: ☐
Public Hearing: ☐
Third Reading: ☐

EXHIBIT A
FORM OF AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

COLITE TECHNOLOGIES, LLC

Effective as of: []

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of [DATE] (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and COLITE TECHNOLOGIES, LLC, a South Carolina limited liability company (“Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

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

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

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

WHEREAS, the Company has committed to renovate and repurpose a property located at 2405 Millwood Avenue in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$2,500,000 and the creation of 75 new, full-time jobs;

WHEREAS, by an ordinance enacted on [DATE] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

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

- (a) The Company is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment and Jobs Commitment, each as defined below, at the Project; and
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$2,500,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2027 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement and shall repay any Infrastructure Credits received under this Agreement.

Section 2.2. *Jobs Commitment.* The Company shall create 75 new, full-time jobs in the County ("Jobs Commitment") by the Certification Date. The Company shall certify to the County achievement of

the Jobs Commitment by providing documentation to the County sufficient to reflect achievement of the Jobs Commitment on or before the Certification Date. If the Company fails to achieve and certify the Jobs Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement and shall repay any Infrastructure Credits received under this Agreement.

Section 2.3. Infrastructure Credits.

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

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.3(a) ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

Section 2.4. Clawback. If the Company fails to meet the Investment Commitment or Jobs Commitment by the Certification Date, then the annual Infrastructure Credit percentage shall be immediately reduced prospectively by the Clawback Percentage (as calculated below) for the remainder of the Credit Term and the Company shall repay a portion of the Infrastructure Credits received.

The portion of the Infrastructure Credit to be repaid ("Repayment Amount") is based on the amount by which the Company failed to achieve the Investment Commitment or Jobs Commitment and is calculated as follows:

Repayment Amount = Total Received x Clawback Percentage

Clawback Percentage = 100% - Overall Achievement Percentage

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

Investment Achievement Percentage = Actual Investment Achieved / Investment Commitment

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

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

For example, and by way of example only, if the Company had received \$100,000 in Infrastructure Credits, and had invested \$2,500,000 and created 60 jobs by the Certification Date, the Repayment Amount would be calculated as follows:

$$\text{Jobs Achievement Percentage} = 60/75 = 80\%$$

$$\text{Investment Achievement Percentage} = \$2,500,000/\$2,500,000 = 100\%$$

$$\text{Overall Achievement Percentage} = (80\% + 100\%)/2 = 90\%$$

$$\text{Clawback Percentage} = 100\% - 90\% = 10\%$$

$$\text{Repayment Amount} = \$100,000 \times 10\% = \$10,000$$

The Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.4 within 30 days of receipt of a written statement setting forth the Repayment Amount. If not timely paid, the Repayment Amount 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 survives termination of the Agreement.

Section 2.5. Filings. To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedules or returns with respect to the Property. Additionally, the Company shall, on or before January 31 of each year during the Credit Term, commencing on January 31, 2025, deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated November 7, 2023, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, with respect to the Company.

Section 2.6 Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

ARTICLE III DEFAULTS AND REMEDIES

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

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

(b) A Cessation of Operations. For purposes of this Agreement, a "Cessation of Operations" means closure of the Project or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months;

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

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Sections 2.1 and 2.2 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

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

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

Section 3.2. Remedies on Default.

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. Nonwaiver. A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver

or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment or Jobs Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

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

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

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

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

Section 4.5. *Limitation of Liability.*

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

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

Section 4.6. Indemnification Covenant.

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

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

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

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

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

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

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:

Richland County, South Carolina
Attn: Director of Economic Development
2020 Hampton Street
Columbia, South Carolina 29204
Phone: 803.576.2043
Fax: 803.576.2137

with a copy to
(does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202
Phone: 803.255.8000
Fax: 803.255.8017

if to the Company: Colite Technologies, LLC
Attention: CEO
2405 Millwood Avenue
Columbia, South Carolina
Phone: 803-935-9052

with a copy to
Bruner Powell Wall & Mullins
Attention: Wesley Pell
PO Box 61110
Columbia, South Carolina 29260
Phone: 803-252-7693
Fax: 803-254-5719

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

Section 4.8. Administrative Fees. The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of \$5,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10 Agreement to Sign Other Documents. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. Agreement's Construction. Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. Counterparts. This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. Amendments. This Agreement may be amended only by written agreement of the Parties.

Section 4.15. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, Colite Technologies, LLC, has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

COLITE TECHNOLOGIES, LLC

By: _____

Name: Kevin P. O'Hara

Its: President & CEO

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

All that certain piece, parcel or lot of land together with improvements thereon, situate, lying and being in Richland County, South Carolina, being shown on a plat prepared for H. Gordon Nuttall by Michael T. Arant dated January 7, 1999 and recorded January 11, 1999 in Book R269, at Page 2273 in the Office of the Richland County RMC. Said latter plat is incorporated herein by reference thereof for a more complete and accurate description. All measurements being a little more or less.

TMS Number: R11410-09-07

EXHIBIT B (See Section 2.3)

DESCRIPTION OF INFRASTRUCTURE CREDIT

The Company is entitled to an Infrastructure Credit in the amount of thirty-five percent (35%) of the Fee Payments due with respect to the Project under this Agreement for a six (6) year period commencing with the first Fee Payment due under this Agreement.

EXHIBIT C (See Section 2.5)

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

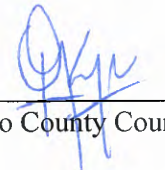
RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)

ATTEST:



Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE



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



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

RESOLUTION

**A RESOLUTION TO APPOINT AND COMMISSION
CONNOR COX AS A CODE ENFORCEMENT OFFICER
FOR THE PROPER SECURITY, GENERAL WELFARE,
AND CONVENIENCE OF RICHLAND COUNTY**

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

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

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

ADOPTED THIS 5th DAY OF March, 2024.

Jesica Mackey - Chair
Richland County Council District 8

ATTEST this 5th day of March, 2024

Anette A. Kirylo
Richland County Clerk to Council

Richland County Attorney's Office
Tyler Gonzalez 02/27/2024
Approved As To LEGAL Form Only
No Opinion Rendered As to Content



REQUEST OF ACTION

Subject: FY24 - District 5 Hospitality Tax Allocations

A. Purpose

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

B. Background / Discussion

For the 2023 - 2024 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 FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 5 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 47,625
Congaree Vista Guild	\$ 5,000
Total Allocation	\$ 5,000
Remaining FY2024 Balance	\$ 30,150

C. Legislative / Chronological History

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

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: FY24 - District 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$17,000** for District 7.

B. Background / Discussion

For the 2023 - 2024 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 FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 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
FY2023 Remaining	\$ 53,025
Wiley Kennedy Foundation	\$ 2,000
Columbia Museum of Art	\$ 15,000
Total Allocation	\$ 17,000
Remaining FY2024 Balance	\$ 70,950

C. Legislative / Chronological History

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

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: FY24 - District 11 Hospitality Tax Allocations

A. Purpose

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

B. Background / Discussion

For the 2023 - 2024 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 FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 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
FY2023 Remaining	\$184,527
Lower Richland Sweet Potato Festival	\$ 15,000
Total Allocation	\$ 15,000
Remaining FY2024 Balance	\$227,552

C. Legislative / Chronological History

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

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: FY24 - District 3 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$15,000** for District 3.

B. Background / Discussion

For the 2023 - 2024 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 FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 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 3 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 99,825
Wiley Kennedy Foundation	\$ 15,000
Total Allocation	\$ 15,000
Remaining FY2024 Balance	\$129,750

C. Legislative / Chronological History

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

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.