

RICHLAND COUNTY

REGULAR SESSION

AGENDA



TUESDAY JANUARY 03, 2023

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2022-2023



Derrek Pugh
District 2



Jason Branham
District 1



Jessica Mackey
District 9
Vice Chair



Overture Walker
District 8
Chair



Gretchen Barron
District 7



Yvonne McBride
District 3



Chakisse Newton
District 11



Allison Terraccio
District 5



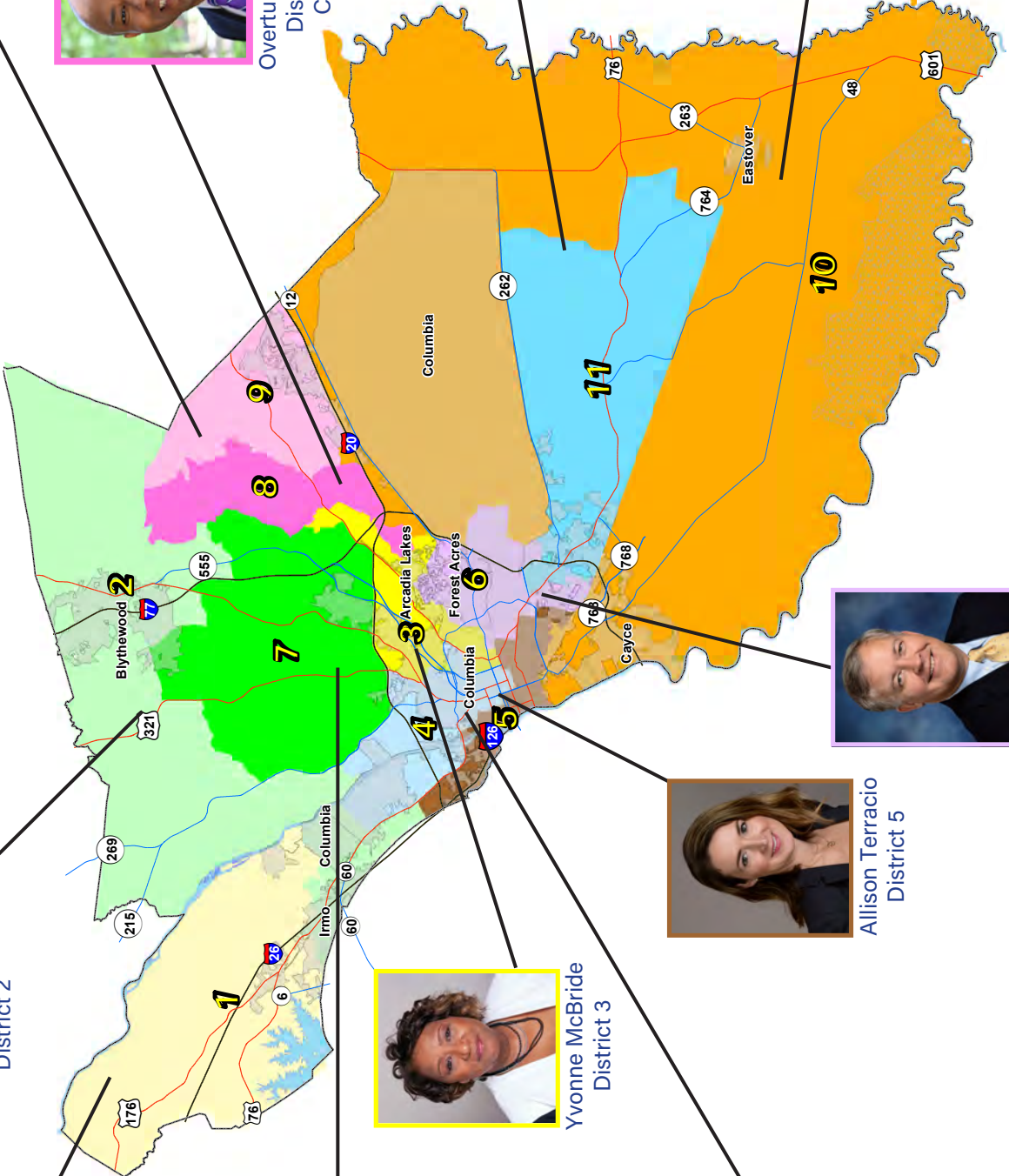
Paul Livingston
District 4



Cheryl English
District 10



Don Weaver
District 6





**Richland County
Regular Session**

AGENDA

January 03, 2023 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER**

The Honorable Overture Walker,
Chair Richland County Council

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

Bishop Vincent Collins,
Agape Worship Center International
3. **PLEDGE OF ALLEGIANCE**

The Honorable Overture Walker
4. **APPROVAL OF MINUTES**

The Honorable Overture Walker

 - a. December 6, 2022 [PAGES 8-17]
 - b. December 13, 2022 [PAGES 18-29]
5. **ADOPTION OF AGENDA**

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

Patrick Wright,
County Attorney

 - a. Project Viper
 - b. Purchase of Mitigation Credits for Economic Development Projects
7. **SECOND READING ITEM**

The Honorable Overture Walker

 - a. An Ordinance authorizing the transfer of certain property owned by Richland County and located in the Pineview Industrial Park; and other matters related hereto [PAGES 30-33]
8. **REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE**

The Honorable Paul Livingston

 - a. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Viper; identifying the project; and other matters related thereto [PAGES 34-35]

b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Viper to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING] [PAGES 36-67]

c. Authorizing the purchase of mitigation credits to support economic developments; and other matters related thereto [FIRST READING BY TITLE ONLY]

9. OTHER ITEMS

The Honorable Overture Walker

a. FY23 - District 8 Hospitality Tax Allocations [PAGES 68-71]

1. Divine Nine Foundation - \$ 10,000

2. Captain's Hope Inc. - \$ 7,500

10. ELECTION OF THE CHAIR

a. Council Rule 2.7 - Election

The Chair shall be elected at the first regular or special called meeting of the Council in January, or as soon thereafter as may be practical, by the membership of the Council. The Chair shall serve continuously until the following January unless removed by a two-thirds majority vote of the full Council.

11. ELECTION OF THE VICE-CHAIR

a. Council Rule 2.8 - Vice Chair

The Vice-Chair shall be elected at the first regular or special called Council meeting in January or as soon thereafter as may be practical, by the membership of the Council. The Vice-Chair shall serve continuously until the following January unless removed by a two-thirds majority vote of the full Council.

12. SELECTION OF SEATS

a. Council Rule 3.1 - Seating

At the first regular or special called meeting in January, after the election and seating of the Chair and Vice Chair of Council, as provided for in Rules 2.7 and 2.8, respectively, Council members shall select their seats based first on seniority in years of continuous service and then in alphabetical order.

LIVINGSTON

MCBRIDE

NEWTON
TERRACIO
ENGLISH
BARRON
MACKEY
PUGH
O. WALKER
BRANHAM
WEAVER

13. MOTION PERIOD

- | | |
|--|--------------------------------------|
| <p>a. Prior to the Rules and Appointments Committee interviewing applicants to serve on existing vacancies Councilmembers serving as a liaison on a Board, Commission, or Committee should provide the Rules and Appointments Committee with an update on current needs that particular board is trying to fill including but not limited to qualifications and expectations. The Councilmember Liaison should make an effort to attend those interviews.</p> | <p>The Honorable Bill Malinowski</p> |
| <p>b. The mission and vision statement of each Board, Committee, or Commission Richland County Council appoints to shall be listed and made available to all.</p> | <p>The Honorable Bill Malinowski</p> |
| <p>c. Eliminate the requirement for applicants who are applying to serve on Boards, Committees, or Commissions to disclose their age range and sex during the application process . Appointments are done based on skills and knowledge.</p> | <p>The Honorable Bill Malinowski</p> |
| <p>d. Request all Boards, Committees, and Commissions whose members are appointed by Richland County Council to re-evaluate the number of members they need to serve on that particular entity in order to address their need for a reduction or an increase of members to be appointed and serve.</p> | <p>The Honorable Bill Malinowski</p> |
| <p>e. 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.</p> | <p>The Honorable Bill Malinowski</p> |
| <p>f. Direct the Administrator to research and present to Council current laws and benefits of enacting impact fees in Richland County. The purpose is to help reduce the tax burden on residents by not having to pay the complete cost of development in Richland County</p> | <p>The Honorable Bill Malinowski</p> |

14. ADJOURNMENT



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



Richland County Council
REGULAR SESSION
MINUTES

December 6, 2022 – 6:00 PM
Council Chambers

2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Overture Walker, Chair; Jessica Mackey, Vice-Chair; Bill Malinowski, Derrek Pugh, Paul Livingston, Allison Terracio, Joe Walker (via Zoom), Gretchen Barron, Overture Walker, Cheryl English, and Chakisse Newton.

OTHERS PRESENT: Michelle Onley, Jennifer Wladischkin, Kyle Holsclaw, Judy Carter, Michael Byrd, Angela Weathersby, Justin Landy, Dale Welch, Michael Maloney, Aric Jensen, Patrick Wright, Leonardo Brown, Anette Kirylo, Sandra Haynes, Tamar Black, Susan O’Cain, Jeff Ruble, Ashiya Myers, Abhijit Deshpande, Crayman Harvey, Stacey Hamm, Sarah Harris, Brittney Terry-Hoyle, Chelsea Bennett, Bill Davis, Hans Pauling, Geo Price, Zachary Cavanaugh, Dante Roberts, Paul Brawley, and Lori Thomas.

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 6:00 PM.
Chairman O. Walker noted, for the record, Ms. McBride is ill and unable to attend tonight’s meeting.
2. **INVOCATION** – The Invocation was led by the Honorable Derrek Pugh.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Derrek Pugh.
4. **APPROVAL OF MINUTES**
 - a. Regular Session: November 15, 2022 – Ms. Terracio moved to approve the minutes as distributed, seconded by Ms. Barron.
In Favor: Malinowski, Pugh, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton
Not Present: McBride.
The vote in favor was unanimous.
 - b. Zoning Public Hearing: November 17, 2022 – Mr. Pugh moved to approve the minutes as distributed, seconded by Ms. Barron.
In Favor: Malinowski, Pugh, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton
Not Present: McBride
The vote in favor was unanimous.
5. **ADOPTION OF AGENDA** – Mr. Pugh moved to adopt the agenda as published, seconded by Ms. Barron.
In Favor: Malinowski, Pugh, Livingston, Terracio, J. Walker, Barron, O. Walker, Mackey, English, and Newton.
Not Present: McBride.
The vote in favor was unanimous.

**Regular Session
December 6, 2022**

6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – Mr. Patrick Wright, County Attorney, stated the following item was eligible to receive legal advice and be discussed in Executive Session.

a. Comprehensive Council Rules

7. **CITIZENS' INPUT**

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

CITIZENS' INPUT

8.

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)

The following individuals spoke in opposition to the development at 1113 Ridge Road, Hopkins, SC.

1. Ms. Becky Gross, 1463 Ridge Road, Hopkins, SC 29061
2. Dr. Jeremy Dertien, 357 Cross Creek Road, Central, SC 29630
3. Mr. John Logue, 108 San Carlos Court, Hopkins, SC 29630
4. Ms. Majken Blackwell, 4600 Old Leesburg Road, Hopkins, SC 29061
5. Mr. Norman Gross, 1463 Ridge Road, Hopkins, SC 29061
6. Ms. Cindy Harrelson, 1317 Lower Richland Boulevard, Hopkins, SC 29061
7. Ms. Jennifer Mancke, 320 Clearview Drive, Hopkins, SC 29061
8. Mr. Robert Reese, 204 Sonoma Drive, Hopkins, SC 29061
9. Ms. Linda Johnson, 654 Harmon Road, Hopkins, SC 29061
10. Mr. Billy Sanders, 1133 Ridge Road, Hopkins, SC 29061
11. Ms. Pam Rose, 1328 Ridge Road, Hopkins, SC 29061
12. Mr. Clay Chappelle, 1416 Ridge Road, Hopkins, SC 29061

Mr. Wright stated County Council does not have the authority to not allow a permit. If there are any environmental or biological issues, the information should be presented to the Permitting Department. He noted Council makes the law, but they do not determine who receives permits.

Ms. Newton stated she made a promise to the community that she would never increase the density, and she has kept that promise. Within the bounds of the law, she will continue to work with the community to ensure anything developed there is respectful of the community.

Mr. Malinowski inquired if the County Attorney can provide the community with information on where they can take their concerns. He also inquired, if Council has the authority to approve or disapprove zoning and other environmental matters, why is this matter not in the purview of the Council?

Mr. Wright responded County Council is a legislative or law-making body. Council makes zoning laws but does not determine who abides by the laws. For example, if something is zoned a certain way, and they have the authority to appeal, you can change the zoning. If they are within the law, there is nothing you can do. He noted he is not the appropriate person to provide information on where to voice their concerns.

Ms. Newton stated she has the information and can provide it to the community members.

13. Cynthia Spencer, 1813 Pennfield Drive, Columbia, SC 29223 shared her concerns about being harassed

9. **REPORT OF THE COUNTY ADMINISTRATOR**

a. Updates:

1. Alvin S. Glenn Detention Center Updates – Mr. Leonardo Brown, County Administrator, shared a PowerPoint presentation of the current state of the Detention Center which was shared at the 11.17.22 Detention Center Ad Hoc Committee meeting. Since March 2022 the Detention Center has hired over 50 detention center officers. Mr. Brown introduced Mr. Crayman Harvey, Interim Detention Center Director, and acknowledge all the good work and efforts Mr. Harvey has been doing since he took over the leadership role at the facility including but not limited to addressing some of the mental challenge issues.

Mr. Harvey stated they are trying to change the philosophy of what correction looks like while also dealing with the mentally ill. They have been aggressively trying to determine how to keep these individuals safe, as well as provide them services while in the Detention Center. A mental health unit opened up. The Special Housing Unit where the mentally ill were previously housed has been demolished and taken offline. He noted they are going back to the basics of taking care of people, no matter if they are a criminal or a staff member.

Ms. English thanked the staff for their hard work on this matter.

Ms. Newton asked what measurements the County will take to continue to show improvements.

**Regular Session
December 6, 2022**

-2-

Mr. Brown replied one of the Assistant County Administrators has been working daily hand-in-hand with the facility to demonstrate Administration's commitment to the improvements. In addition, he is planning to hire a Compliance Officer for Quality Control. This person would have the ability to work as an Assistant Director, but will report directly to the County Administrator, which will allow this person to independently advise the Administration of issues.

Mr. Wright noted Chief Justice Toal has spoken highly of Richland County Council and the County Administrator for their response to address the issues at the Detention Center.

2. *Public Safety Salary Assessment* – Mr. Brown stated there was a review of salary associated with the public safety sector. As a part of this process, he spoke with the department heads or elected officials so they could share information regarding this review. In assessing the initial requests, we can address the salary concerns within the departments' budgets, based on their vacancy rates and COLA funds. Part of this will be addressed in FY22, but as we address this in the future, other considerations will have to take place. In reviewing the requests, an appraisal of other similarly-sized counties was conducted.

The recommended salary increases are as follows:

- Sheriff- Sworn Non-Exempt Only Earning less than \$55,000
 - Of 409 positions 357 would receive increases between \$9 and \$4,999; averaging \$2,215
 - Deputy I starting salary (certified) would increase to \$45,000
 - Deputy II starting salary would increase to \$36,508
- Solicitor – Attorneys Only
 - Entry Attorney salary would increase to \$62,000 from \$52,483
 - Staggered increases by position and years of service
- Public Defender – Attorneys Only
 - Entry Attorney salary would increase to \$62,000 from \$52,483
 - Staggered increases by position and years of service
- CASA – Attorneys Only
 - Entry Attorney salary would increase to \$62,000 from \$52,483
- EMS – Paramedics Only
 - Salary increases averaging 4.75% would be implemented

The total impact in FY24 would be \$2,457,600. The following are options to fund the increases:

- Option A: 5% reduction of operating expenditures Countywide
- Option B: Allocate \$2,457,800 from ARPA Public Safety funds
- Option C: Increase tax collection by 1.5 mills

Ms. Terracio inquired when we are looking at the future impact, does that include filling vacancies.

Mr. Brown replied the ultimate goal is to fill those vacancies as soon as they find qualifying applicants.

Ms. Terracio inquired, for clarification, the numbers before us, are maintaining the same number of people on the current payroll.

Ms. English inquired, in regards to the 74 positions, do we have to maintain the funding for salaries, or do we have the ability to fluctuate those funds.

Mr. Brown responded the positions have to be funded so the dollars can be counted.

Mr. Livingston inquired if all the vacancies are public safety positions.

Mr. Brown responded in the affirmative.

Mr. Livingston inquired if we support Option B, does that mean we will be all right for the remainder of this year and next?

Mr. Brown responded we will be all right for the remainder of this fiscal year and next.

Ms. Newton stated, for clarification, through the end of this fiscal year, which ends June 30, 2023, and the entirety of FY24, which runs July 1, 2023, to June 30, 2024, we will be all right.

Mr. Brown responded in FY24 you would apply the ARPA funds to cover the costs of the salary increases.

Ms. Mackey inquired if the funding from the current vacancies will be enough to fulfill the full request.

Mr. Brown responded in the affirmative. It would be his recommendation to authorize the utilization of the ARPA funds to ensure there are enough funds to cover any miscalculations.

Ms. Mackey stated, it is her understanding, as it relates to the Sheriff's Department, once we allocate funding we cannot reduce their budget. Therefore, if we allocate ARPA funding to the Sheriff's Department, and the dollars run out, we will have to ensure we have funding in our budget to cover that amount.

Mr. Brown replied we cannot reduce positions, but he does not know if that equates to funding.

Mr. Wright responded you cannot reduce the positions and budget enough funds to keep the positions open.

Ms. Mackey inquired which departments Option A would apply to and which line items would be impacted.

Mr. Brown responded Option A would affect departments countywide and it would apply to their overall budget.

Ms. Mackey stated Option C proposes a tax increase. For clarification, this option would only be implemented if we do not go with the other two options.

Mr. Brown stated, generally speaking, a taxing entity does not have any other way to generate revenue other than fines, fees, and taxes. The way you address increased needs is to reduce expenditures or increase revenue.

Ms. Barron noted her concern is allowing these increases and not taking into account the vacancies these departments need to fill to achieve the level of excellence we would like to see. In her mind, it is like a hiring freeze for some of these departments because we are usurping the funds to meet the current needs/requests. She noted, from personal experience, law enforcement did not respond because her call was not a priority. She cannot imagine that continuing to happen. Are we going to be putting ourselves at an advantage by giving salary increases, when there are still hundreds of positions that need to be filled?

Mr. Brown replied it is a two-prong approach. In looking at this as an option to move forward, the Sheriff's Department is aware and has signed off on it. He believes they feel as though the need will be met to a certain degree. If you recall, the steps we took with the Detention Center, as it relates to personnel, are the same thing we are talking about here. Eventually, we hope we will get to a point where more salary dollars are the issue, but we did not want to wait on the hopeful personnel issue to materialize. As you look at the County's desire to invest in various segments of its core functions, we are going to have to look at the way we prioritize expenditures and the millage we receive.

Ms. Barron stated, for clarification, the \$2.4M in ARPA funds are the funds that have not been allotted across the board.

Mr. Brown responded in the affirmative. The funds were set aside to potentially address public safety-related concerns. He noted he believes we set aside approximately \$3M.

Ms. Barron noted there are additional funds that have not been allotted.

Mr. Brown replied he would have to go back to ensure that is correct.

Mr. Pugh inquired about how current the vacancy numbers are.

Mr. Brown responded they are relatively current, as they just met with the department heads in the last few weeks.

Mr. Pugh inquired if Option B will eventually take us to Option C.

Mr. Brown replied, with the current trend, we would have to substantially reduce expenditures or increase revenue.

Ms. Newton inquired regarding unfilled vacancies, are those unused salary dollars refunded to the County?

Mr. Brown noted the funds remain within the department's personnel line item, but, in general, the funding is in the General Fund. At the end of the fiscal year, the funding returns to the General Fund.

Ms. Newton inquired if the presumption is the ARPA funding will carry us through FY24 or if there will be additional salary increase requests.

Mr. Brown responded he cannot say this will be an end-all, be-all. He noted in his three years with the County they have received salary requests and they have not fully funded those requests. Currently, the County is conducting a compensation study, specifically for pay, to determine how we look in the governmental market and the private sector. In addition, establish a pay plan that you can budget for.

Ms. Newton inquired who the County's millage agencies are and are we required to give millage to those agencies, and, if yes, what percentage are we paying and what percentage are we required to provide.

Mr. Paul Brawley, County Auditor, responded the only millage agencies the County has to fund are the school districts and the Recreation Commission. The Recreation Commission must be funded at a minimum of 5 mills and there is a formula for the school districts that must be adhered to. All of the other millage agencies are at the pleasure of the Council.

Ms. Mackey inquired if a projection has been done for the next three years that shows the true impact of these salary increases. If not, she would like to see that done. She inquired if we have worked with the departments to develop other ways to look at benefits we could offer, outside of salary, to recruit individuals.

Mr. Brown responded staff did not do a 3-5 year projection because we are awaiting the results of the current compensation study. The compensation study is to produce a plan similar to the "GS Schedule". He noted the HR trends have been changing, and we are now in the timeframe where people want to know what they can do with what they are earning, and not what the future looks like.

Ms. Newton inquired if Council has to take action tonight.

Mr. Brown replied action can take place at the December 13th Special Called meeting, which would allow the increases to take effect in January 2023.

Chairman Walker stated, for clarification, the request is for Council to approve the ARPA funds to cover any gaps in FY23 and meet the salary increase request for FY24. To pay for these increases in FY25 and FY26, Council would have to decide on either a 5% Countywide budget cut or raise taxes with a 1.5 mill increase.

Mr. Brown responded in the affirmative.

Ms. Lori Thomas, Assistant County Administrator, stated, in speaking with the departments, they could continue to hire new hires at the new rates. Based on the timing it takes to hire people in our market, they would be able to make significant impacts on their vacancy rates.

Ms. English requested what the millage increase would equate to in tax dollars.

Mr. Livingston inquired if any of the options will require three readings and a public hearing.

Mr. Wright responded Options A and C would require three readings and a public hearing. Option B, which is the ARPA funds, those funds have already been dedicated to public safety.

Mr. O. Walker inquired if the use of ARPA funds would require additional action by Council since those funds were approved during the budget process.

Mr. Wright replied the County Administrator has the authority to allocate the ARPA funds.

Mr. O. Walker urged Councilmembers that have further questions to address those with either Mr. Brown or Ms. Thomas.

10. **REPORT OF THE CLERK OF COUNCIL** – No report was given.

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

12. **OPEN/CLOSE PUBLIC HEARINGS**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina, the Ritedose Corporation and TRC Propco, Inc. to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – No one signed up to speak.
- b. 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 Epoch Properties, LLC a company formerly known to the County as Project Coyote, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – No one signed up to speak.

13. **APPROVAL OF CONSENT ITEMS**

- a. 22-022MA, Jenny Reyes, RU to NC (8.63 Acres), 9200 Wilson Blvd., TMS # R14600-03-41 [SECOND READING]
- b. 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 Resignation and Regulations [FIRST READING] – Ms. Terracio removed this item from the Consent Agenda.

Ms. Terracio moved to approve this item, seconded by Ms. English.

Ms. Terracio stated, for clarification, the ordinance includes nuisance offenses (i.e. noise and/or code enforcement infractions).

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

Not Present: McBride and J. Walker

**Regular Session
December 6, 2022**

-5-

The vote in favor was unanimous.

- c. Information Technology – Cybersecurity Modernization
- d. Utilities Department – Shady Grove Pump Station Project Bid Award
- e. Finance Department – Travel Policy Updates
- f. Richland County Sheriff's Department – Accreditation Manager
- g. County Partnership with Gateway to the Army Association Centennial Park Project

Mr. Malinowski moved to approve the Consent Items (a) and (c-g), seconded by Ms. Barron.

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

The vote in favor was unanimous.

Mr. Malinowski moved to reconsider Items 13(c-g), seconded by Mr. Pugh.

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

Not Present: McBride.

The motion for reconsideration failed.

14. **THIRD READING ITEMS**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina, the Ritedose Corporation and TRC Propco, Inc. to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Mr. Livingston moved to approve this item, seconded by Mr. Pugh.

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

Not Present: McBride and J. Walker. (technical difficulties with zoom)

The vote in favor was unanimous.

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County and Epoch Properties, LLC, a company formerly known to the County as Project Coyote, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Mr. Livingston moved to approve this item, seconded by Ms. Terracio.

Mr. Malinowski inquired if there were any significant changes to the updated agenda documentation from what was presented to Council a year and a half ago.

Mr. Jeff Ruble, Economic Development Director, indicated there were no significant changes.

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

Not Present; McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

15. **SECOND READING ITEMS**

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

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

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

- b. 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; authorizing the execution and delivery of an infrastructure credit agreement by and among Richland County, South Carolina and Project Cheers to provide for certain infrastructure credits; and other related matters – Mr. Pugh moved to approve this item, seconded by Ms. Barron.

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

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

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

Mr. Malinowski requested the land description by Third Reading. He inquired as to who will be providing sewer for the project.

Mr. Ruble responded it will be the City of Columbia.

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

Opposed: Newton.

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote was in favor.

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

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

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

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

- a. An Ordinance authorizing the option and acquisition of certain property located in Richland County; and other matters related thereto [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

Mr. Malinowski inquired as to when the effective and option dates will be defined.

Mr. Ruble replied they will be provided once the ordinance has been approved.

Mr. Malinowski requested a map of the property and, as it relates to Item 4 – “Option Term/Closing”, to have the type of mail defined. In addition, he requested an explanation of the following language: “Optionee hereby agrees to reimburse Optionor for all claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys’ fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property)”.

Mr. Ruble replied he did not fully understand the language. He will have the real estate attorney provide an explanation.

Mr. Malinowski inquired as to what the intended use will be in the future.

Mr. Ruble replied they have discussed it being zoned EMP (Employment District) in the future. Some of the property will best be utilized as industrial.

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

Opposed: Terracio.

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote was in favor.

- b. A Resolution approving and consenting to the sale of property by Unum Group, Unum Life Insurance Company of America, and Colonial Life & Accident Insurance Company (collectively, "Assignors") to TSO 1200 Colonial Life Blvd Retail, LP and TSO 1200 Colonial Life Blvd, LP; the partial assignment by Assignors to TSO 1200 Colonial Life Blvd Retail, LP and TSO 1200 Colonial Life Blvd, LP of two fee agreements by and between Assignors and Richland County, South Carolina; and other related matters – Mr. Livingston stated the committee recommended approval of this item.

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

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

- c. Authorizing the first amendment of that certain fee agreement by and between Richland County, South Carolina, and Eastover Solar, LLC, relating to, without limitation, the further investment of the project, the increase of the phase termination date, and an update to the fee payment schedule and amount and other related matters [FIRST READING] –

Mr. Livingston stated the committee recommended approval of this item.

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

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

17. REPORT OF RULES AND APPOINTMENT COMMITTEE

a. NOTIFICATION OF APPOINTMENTS

1. Community Relations Council – One (1) Vacancy – Ms. Barron stated the committee recommended appointing Ms. Shandelle Simmons.

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

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

2. Music Festival Commission – One (1) Vacancy – Ms. Barron stated the committee recommended appointing Mr. Stephen Rebl.

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

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

3. Richland Library Board – Six (6) Vacancies – Ms. Barron stated the committee recommended re-appointing Ms. Erin Johnson and Ms. Lee Rambo and appointing Ms. Chelsea Richard, Mr. Jonathan Robertson, Ms. Cynthia Cox, and Ms. Burlean Moses.

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

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

4. Township Auditorium Board – Two (2) Vacancies – Ms. Barron stated the committee recommended appointing Mr. Frank Robinson and Dr. Travien L. Capers.

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

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

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

- a. Resurfacing Package T – Ms. Mackey stated the committee recommended awarding the construction contract to the lowest responsive and responsible bidder, Palmetto Corp of Conway.

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

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

- b. Lake Tide Summit Credit Sales – Ms. Mackey stated the committee recommended approval of Lake Tide Summit Development's purchase of 3.132 wetland credits at a rate of \$20,000 per credit.

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

Opposed: Newton.

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote was in favor.

Ms. Barron moved to reconsider Items 18(a – b) and 19(a-c), seconded by Ms. Newton.

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

Not Present: McBride and J. Walker (technical difficulties with zoom)

The motion for reconsideration failed.

19. **OTHER ITEMS**

- a. FY23 – District 2 Hospitality Tax Allocations: (Big Red Barn Retreat - \$5,000 and Benedict College - \$10,000)

- b. FY23 – District 7 Hospitality Tax Allocation: (Westwood High School - \$3,000)

- c. FY23 – District 9 Hospitality Tax Allocation: (Divine Nine Foundation - \$10,000)

Ms. Barron moved to approve Items 19(a), (b), and (c), seconded by Mr. Pugh.

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

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

20. **EXECUTIVE SESSION**

- a. Comprehensive Council Rules

Ms. Mackey moved to go into Executive Session, seconded by Ms. Newton.

Mr. Malinowski stated Council Rules are always made public. He inquired if there is anything sensitive that should not have been made public.

Mr. Wright responded he does not give legal advice in public, which is the purpose of the Executive Session.

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

Opposed: Malinowski and Terracio.

Not Present: McBride and J. Walker.

The vote was in favor.

***Council went into Executive Session at approximately 8:09 PM
and came out at approximately 8:34 PM***

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

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

**Regular Session
December 6, 2022**

Not Present: McBride and J. Walker. (technical difficulties with zoom)

The vote in favor was unanimous.

Chairman Walker stated no actions were taken during the executive session.

- a. Comprehensive Council Rules – No action was taken.

21. MOTION PERIOD

- a. Motion to amend Council Rules – Rule 4.1 – Ad Hoc Committees

The title should be changed to read Standing and Ad Hoc Committees for the heading.

Below the heading should be the wording “Standing and Ad Hoc Committees will be appointed by the Chair on an as-needed basis and shall follow the same rules and procedures as Council.” [MALINOWSKI] – Mr. Malinowski stated this motion can be included in the recommended changes to the Comprehensive Council Rules.

- b. 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 [MALINOWSKI] – Mr. O. Walker proposed this item be referred to the Development & Services Committee.

Mr. Wright stated the only possible concern is the motion is dealing with a land use regulation, which may be under Chapter 26 and the Planning Commission.

Mr. Malinowski responded he was attempting to tailor the motion after the absentee landlord motion. If Mr. Wright believes this needs to go to the Planning Commission, he will stay with the motion he made at the last Council meeting.

Chairman O. Walker referred the motion to the Planning Commission.

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

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

Not Present: McBride and J. Walker (technical difficulties with zoom)

The vote in favor was unanimous.

The meeting adjourned at approximately 8:38 PM.



Richland County Council
Special Called Meeting
MINUTES
December 13, 2022 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Anette Kirylo, Leonardo Brown, Patrick Wright, Lori Thomas, Aric Jensen, Stacey Hamm, Jennifer Wladischkin, Angela Weathersby, Justin Landy, Tamar Black, Jeff Ruble, Dale Welch, Abhijit Deshpande, Michelle Onley, Chelsea Bennett, Ashiya Myers, Quinton Epps, Kyle Holsclaw, Sarah Harris, Casey White, Judy Carter, Sandra Haynes, John Thompson, Wayne Richardson, and Paul Brawley

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Derrek Pugh.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Derrek Pugh.
4. **ADOPTION OF THE AGENDA** – Mr. Pugh moved to amend the agenda to add a resolution honoring the late Vince Ford to the agenda, seconded by Ms. English.

Mr. Malinowski moved to add a hospitality allocation request for District 1 to the agenda, seconded by Ms. Barron.

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

The vote in favor of adopting the agenda as amended was unanimous.

5. **PRESENTATION OF PROCLAMATION/RESOLUTION**

- a. **Proclamation Recognizing Wayne L. Richardson's Retirement [PUGH]** – Ms. Tamar Black, Assistant to the Clerk of Council, read the proclamation into the record on behalf of Councilman Pugh.
- b. **A Resolution Honoring the life of Community Leader Vince Ford** – Ms. Black read the resolution into the record on behalf of Council.

Ms. Newton moved to adopt a resolution honoring the life of Vince Ford, seconded by Ms. Barron.

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

The vote in favor was unanimous.

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

- a. Proposed Changes to Council Rules – Mr. Patrick Wright, County Attorney, noted this item was eligible for Executive Session.

7. **CITIZENS' INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing
1. Ms. Dianna Deaderick, 110 S. Ravenal Street, Columbia, SC 29205 (ARPA Funding)
 2. Ms. Luvee Bluefort, Cherokee Street (ARPA Funding)
 3. Carey Grady, 114 Camberely Court, Columbia, SC 29223 (ARPA Funding)

8. **CITIZENS' INPUT**

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

9. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Updates – Mr. Leonardo Brown, County Administrator, noted he attended the December 8th Legislative Delegation meeting. Representative Leon Howard and Representative Beth Bernstein were elected Chair and Vice Chair of the Legislative Delegation, respectively. The Delegation has access to specific funding. He will be working with Dr. Kim Janha on how to access the funding for the County.

Mr. Brown stated the County has received two submissions to the State Lobbyist solicitation.

Mr. Brown noted at the previous Council meeting there was a discussion regarding the Public Safety Assessment. A briefing addendum was provided to Councilmembers to address many of the questions raised during the discussion.

Ms. Newton stated, for clarification, utilization of the funding from vacancies will provide sufficient funding to offer the increases for FY23. In addition, under State law, once we allocate the funds for salaries, we must continue to provide those funds for salaries.

Mr. Brown responded in the affirmative.

Mr. Wright replied we have to maintain the positions, but not the exact salary.

Ms. Newton moved to authorize the Administrator to work with the Public Safety departments, mentioned in the Public Safety Assessment, and utilize funding from vacancies to meet the needs relative to those specific positions, seconded by Mr. Pugh.

Mr. Livingston inquired if Ms. Newton's motion is Option (a), (b), or (c).

Ms. Newton responded she was not referring to a particular option.

Mr. Livingston inquired as to what we are doing with the vacancy dollars.

Mr. Brown replied the vacancy dollars will address the raises the organizations requested for their staff members for FY23.

Mr. Malinowski noted Greenville County, which has a larger population, has fewer attorneys in their Public Defender and Solicitor's Office. He noted he knows the number of

attorneys are predicated on caseloads; therefore, he would like to know why there are so many cases being handled by the Richland County offices.

Ms. Barron inquired if utilizing the vacancy funding, will the departments still be able to fill vacancies.

Mr. Brown responded he believes the funding will be sufficient to fund the raises and fill the vacancies.

Ms. McBride inquired if Ms. Newton's motion is the Administrator's recommendation.

Mr. Brown responded the motion acknowledges the current budget process. There was also a discussion about potential future action.

Ms. Barron requested Council and Administration work on a permanent fix to address these needs. She suggested a work session during the budget process.

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

Opposed: Malinowski

The vote in favor was unanimous.

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

In Favor: Malinowski

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

The motion for reconsideration failed.

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

- a. Strategic Planning Forum Update – Ms. Anette Kirylo, Clerk to Council, reminded Council members of the upcoming Strategic Planning Forum on January 25-27, 2023. She will be emailing additional details to Council in the coming days.

11. **REPORT OF THE CHAIR** – Mr. O. Walker congratulated Ms. Newton on being awarded the Keep the Midlands Beautiful 2022 “Green Elected Official Award”.

Keep the Midlands Beautiful Executive Director, Ebonee Gadson presented the award to Councilwoman Newton.

Chair O. Walker and Vice-Chair Mackey were joined by the full Council to honor outgoing Councilmembers Malinowski and J. Walker for their service to the County.

12. **OPEN/CLOSE PUBLIC HEARINGS**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Husqvarna Construction Products North America, Inc. and Husqvarna Professional Products, Inc. to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – No one signed up to speak.
- b. 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 GSM of North Main LLC, and Peak Drift Beverages, LLC; and other related matters – No one signed up to speak.

- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Crosspointe at Killian, LLC, a company previously identified as Project Green Arrow; and other related matters – No one signed up to speak.
- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Golden Eagle to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – No one signed up to speak.

Ms. Terracio noted this item is still listed under its project name; therefore, the public will not have an opportunity to know about the company and its location.

Mr. Ruble responded the company is not only relying on incentives from the County, but also the State. Since the County does not have any public hearings in January, they opted to hold the public hearing in December. The State will be taking the matter up in January; therefore, the company and the State have requested not to disclose the company's name until the State takes action. The County can maintain confidentiality until such time as the Third Reading documents have been executed. He noted the identity of the company does not add context to the public discourse.

Mr. Wright noted the company is not disclosed in the agenda documentation, but the details of the project are included.

13. **APPROVAL OF CONSENT ITEMS**

- a. 22-022MA, Jenny Reyes, RU to NC (8.63 Acres), 9200 Wilson Blvd., TMS # R14600-03-41 [THIRD READING]
- b. 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 [SECOND READING]

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

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

The vote in favor was unanimous.

14. **THIRD READING ITEMS**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Husqvarna Construction Products North America, Inc. and Husqvarna Professional Products, Inc. to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters – Mr. Livingston moved to approve this item, seconded by Mr. J. Walker.

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

The vote in favor was unanimous.

- b. Authorizing the 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 GSM of North Main LLC, and Peak Drift Beverages, LLC; and other related matters – Ms. English moved to approve this item, seconded by Ms. Mackey.

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

The vote in favor was unanimous.

- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to Crosspointe at Killian, LLC, a company previously identified as Project Green Arrow; and other related matters. - Ms. English moved to approve this item, seconded by Mr. J. Walker.

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

Opposed: Newton.

The vote was in favor.

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

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

The vote in favor was unanimous.

Mr. Livingston moved to reconsider Items 14(a), (b), and (c), seconded by Mr. J. Walker.

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

The motion for reconsideration failed.

15. **SECOND READING ITEMS**

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

Mr. Malinowski inquired if we received an appraisal on the property.

Mr. Ruble replied we arrived at the option price through a comparison of other properties purchased and sold in the area. He noted the State offers grant funding to perform the due diligence on the property. The County is not committing to purchase the property, but to put the property under a purchasing option for five years.

Mr. Malinowski stated, for the record, the County needs to describe how the mailing is handled to ensure we are not burned by someone saying they did not get it.

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

The vote in favor was unanimous.

- b. Authorizing the first amendment of that certain fee agreement by and between Richland County, South Carolina and Eastover Solar, LLC, relating to, without limitation, the further investment of the project, the increase of the phase termination date, and an update to the fee payment schedule and amount and other related matters – Ms. English moved to approve this item, seconded by Mr. J. Walker.

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

The vote in favor was unanimous.

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

- a. Authorizing the formation of a public-private partnership for economic development; approving a concept document setting forth the goals of such partnership, and other related matters – Mr. Livingston noted the request is to approve the concept of a public-private partnership, not to develop a partnership.

Mr. Livingston stated the committee recommended approval of this item.

Ms. McBride inquired if there are any legally binding rules since this is only a concept.

Mr. Wright replied the resolution is a document stating Council's intent to potentially create a public-private partnership. The details would come back to Council to be formally adopted.

Ms. McBride inquired if the resolution is necessary or if we could develop a concept and bring it back to Council.

Mr. Wright responded, in order to start the process, there needs to be a declaration of intent by the Council.

Ms. McBride inquired if she votes in favor of this item does that mean she is committing to the process.

Mr. Wright responded it is a commitment to start the process. Council can always decide not to complete the public-private partnership. Any documents or agreements would have to come before Council for approval.

Ms. Newton stated, for the record, she supports the idea of a public-private partnership.

Mr. Malinowski inquired as to whom the County will partner with.

Mr. Wright replied the public-private partnership will create a corporation whereby the board members are selected by Council to work on economic development endeavors.

Mr. Malinowski noted the resolution states, "County Council in connection with the approval of the...Fiscal Year 2023-24 budget at which time the...Council will consider the proposed funding, budget and operating procedures of the Partnership" but we do have not a dollar amount.

Mr. Wright replied that will come about when there is more concrete information.

Mr. Malinowski stated, the resolution further states, "The Richland County Council will retain majority control of the Board, with three members of Richland County Council serving on the Economic Development Corporation Board (the County Council Chairman, the County Council Vice-Chairman, and the Economic Development Committee Chair). An additional two Board members will be directly appointed by Richland County Council, for a majority of five out of nine members." He noted he does not agree with the language, as written. In his opinion, a majority would be five Councilmembers. In addition, it states, "The President/CEO of the public/private partnership will be the current County Economic Development Director and shall serve at the pleasure of the Board." This seems to take the matter out of Council's control. Lastly, it states, "The public/private partnership will be funded through the County at current levels and through private sector contributions. The staff of the newly created partnership will remain employees of the county for retirement and benefits purposes." He inquired who the staff members will be (i.e. board members).

Mr. Wright responded, in reference to the three Councilmembers, you cannot have a majority of Council on the board because it is a separate organization, but Council has the ability to appoint individuals to represent the County's interest. One of the benefits of the public-private partnership is there are certain things a governmental entity cannot do that a private organization can do. The purpose of the public-private partnership is for the benefit of the County.

Mr. Ray Jones, Attorney representing Parker Poe, stated this discussion has been going on for the last five years. The County recognizes there are other communities in South Carolina that have been successful in Economic Development by leveraging private input and dollars, for the benefit of the citizens of the County.

Ms. Barron inquired when will the details of the public-private partnership be fleshed out.

Mr. Wright responded the first step is for Council to authorize the concept of the process.

Mr. Livingston stated the idea is for Council to direct the Administrator and Economic Development to undertake the next phase of the partnership to fulfill the concept document and present it to Council in connection with the FY24 budget. At that time, Council will consider the proposed funding and operating procedures for the partnership. He noted the biggest problem for the County is the private sector disconnect.

Mr. Malinowski suggested including in the resolution the County's ability to back out of the partnership by simply not funding it during the budget process.

Ms. McBride inquired if there will still be an Economic Development Committee or will the partnership take its place.

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

Opposed: Malinowski, McBride, and Newton.

The vote was in favor.

- b. An Ordinance authorizing the transfer of certain property owned by Richland County and located in the Pineview Industrial Park; and other matters related thereto [FIRST READING BY TITLE ONLY] – Mr. Livingston stated the committee recommended approval of this item.

Mr. Malinowski inquired if the County is selling or purchasing the property.

Mr. Ruble responded the County is selling the property to a potential company.

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

Mackey, English, and Newton.

The vote in favor was unanimous.

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

a. **NOTIFICATION OF APPOINTMENTS**

1. Accommodations Tax Committee – Seven (7) Vacancies (TWO applicants must have a background in the lodging industry, THREE applicants must have a background in the hospitality industry, ONE applicant must have a cultural background, and ONE applicant will fill an at-large seat) – Ms. Barron stated the committee recommended appointing Mr. David Bergmann.

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

The vote in favor was unanimous.

2. Board of Zoning Appeals – Four (4) Vacancies – Ms. Barron stated the committee recommended re-advertising for the vacancies. No action was taken.
3. East Richland Public Service District Commission – One (1) Vacancy – Ms. Barron stated the committee recommended re-appointing, Mr. Thaddeus Timmons.

Ms. McBride made a substitute motion to appoint Ms. Catherine Fleming Bruce, seconded by Ms. Terracio.

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

Opposed: Malinowski, Pugh, Livingston, J. Walker, Barron, and Newton.

The substitute motion failed.

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

Opposed: McBride.

The vote was in favor.

4. Lexington Richland Alcohol and Drug Abuse Council (LRADAC) – One (1) Vacancy – Ms. Barron stated the committee recommended re-appointing Mr. L. L. (Buddy) Wilson.

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

The vote in favor was unanimous.

5. Richland Memorial Hospital Board – Six (6) Vacancies – Ms. Barron stated the committee recommended re-appointing Ms. Mary Mazzola Spivey and Mr. Ronald Scott and appointing Ms. Virginia Crocker, Mr. Patrick Palmer, Mr. Justin Shinta, and Mr. James Manning.

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

The vote in favor was unanimous.

Mr. Malinowski moved to reconsider Items 17(a)(1, 3, 4, and 5), seconded by Ms. Barron.

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

The motion for reconsideration failed.

b. NOTIFICATION OF VACANCIES

1. Accommodations Tax Committee – Five (5) Vacancies (THREE applicants must have a background in the hospitality industry, ONE applicant must have a cultural background, and ONE applicant will fill an at-large seat)
2. Airport Commission – One (1) Vacancy (Applicant must reside in the Rosewood, Shandon, or Hollywood-Rose Wales Garden neighborhoods)
3. Board of Zoning Appeals – Four (4) Vacancies
4. Building Codes Board of Appeals – Nine (9) Vacancies (ONE applicant must be from the Architecture Industry, ONE applicant must be from the Gas Industry, ONE applicant must be from the Building Industry, ONE applicant must be from the Contracting Industry, ONE applicant must be from the Plumbing Industry, ONE applicant must be from the Electrical Industry, ONE applicant must be from the Engineering Industry, and TWO applicants must be from the Fire Industry as alternates)
5. Business Service Center Appeals Board – Three (3) Vacancies (ONE applicant must be from the Business Industry and TWO applicants must be CPAs)
6. Community Relations Council – Three (3) Vacancies
7. Employee Grievance Committee – Two (2) Vacancies (Must be a Richland County Government employee)
8. Hospitality Tax Committee – One (1) Vacancy (Applicant must be from the Restaurant Industry)
9. Planning Commission – One (1) Vacancy
10. Riverbanks Park Commission – One (1) Vacancy
11. Township Auditorium Board – One (1) Vacancy
12. Transportation Penny Advisory Committee (TPAC) – Three (3) Vacancies

Ms. Barron stated the committee recommended advertising the listed vacancies.

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

The vote in favor was unanimous.

Ms. Terracio inquired if someone applied and interviewed in the past year, will they be considered in this next round of interviews?

Ms. Barron responded application stays on file for one year.

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

- a. SCDOT I-26 Widening Mitigation Bank Credit Transaction – Ms. Mackey stated the committee recommended approving SCDOT’s request to purchase 22.80 wetland and 16,500 stream credits at a rate of \$12,500 and \$175 per credit, respectively, for the SCDOT’s I-26 Widening Project (mm 125-137) in Calhoun and Lexington Counties.

Mr. Malinowski noted the remaining projects in the Penny Program will require 3,400 stream credits and would increase if the Penny Tax is extended. He inquired if it would be wise to go down to the bare bone minimum.

Mr. Aric Jensen, Assistant County Administrator, responded if a Penny Tax Phase II comes about a Mitigation Bank Phase II will come about.

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

Opposed: Newton.

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

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

- a. Seeking approval for two Public Service Projects funded by CDBG-CV funds – Ms. Barron stated the committee recommended moving forward with funding of two public service projects totaling \$150,000 to be funded utilizing Community Development Block Grant COVID-19 (CDBG-CV) Federal funds.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- b. American Rescue Plan Act Grant Process Update – Ms. Barron stated the County has been working with the third-party vendor Guidehouse to evaluate the applications. Staff is recommending Guidehouse re-evaluating the applications with a risk assessment score of 15 or higher, based upon the County’s scoring rubric.

Mr. Malinowski inquired if Guidehouse’s fees are coming out of the ARPA funds.

Mr. Brown responded in the affirmative.

20. **REPORT OF THE COMMUNITY IMPACT GRANTS AD HOC COMMITTEE**

- a. **Recommendations for Community Impact Grants** – Ms. English stated the committee recommended approving the grant recommendations in the amount of \$259,445.75. The funds were budgeted for during the FY23 budget process, and need to be spent by the conclusion of FY23 or go back into the General Fund.

Mr. Malinowski inquired as to where the funds are coming from.

Ms. English responded they are General Fund set aside funds.

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

Opposed: Malinowski, McBride, and J. Walker

The vote was in favor.

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

In Favor: Malinowski, McBride, and J. Walker

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

The motion for reconsideration failed.

21. **OTHER ITEMS**

- a. **FY23 – District 4 Hospitality Tax Allocations** – Mr. Livingston moved to approve this item, seconded by Ms. McBride.

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

Opposed: J. Walker

The vote was in favor.

Mr. Livingston moved for reconsideration of this item, seconded by Ms. Mackey.

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

The motion for reconsideration failed.

- b. **FY23 – District 1 Hospitality Tax Allocations** – Mr. Malinowski moved to approve this item, seconded by Mr. Pugh.

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

Opposed: J. Walker and O. Walker

The vote was in favor.

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

In Favor: J. Walker and O. Walker

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

The motion for reconsideration failed.

22. **EXECUTIVE SESSION**

- a. **Comprehensive Review of Council Rules** – Ms. Barron moved to go into Executive Session, seconded by Ms. Newton.

Mr. Malinowski moved to accept the proposed changes, seconded by Ms. Barron.

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

The vote in favor of the substitute motion was unanimous.

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

24. **ADJOURNMENT** – Mr. J. Walker moved to adjourn the meeting, seconded by Ms. McBride.

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

The vote in favor was unanimous.

The meeting adjourned at approximately 8:17 PM.

Richland County Council Request for Action

Subject:

An Ordinance authorizing the transfer of certain property owned by Richland County and located in the Pineview Industrial Park; and other matters related hereto

Notes:

First Reading: December 13, 2022

Second Reading: January 3, 2023 {Tentative}

Third Reading:

Public Hearing:

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

**AUTHORIZING THE TRANSFER OF CERTAIN REAL PROPERTY OWNED BY
RICHLAND COUNTY AND LOCATED IN THE PINEVIEW INDUSTRIAL PARK;
AND OTHER MATTERS RELATED THERETO**

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

WHEREAS, the County owns the real property shown as Parcel 5 (+/- 92 acres) and Parcel 6 (+/- 114 acres) (collectively, “Property”) on that certain Master Development Plan for the Pineview Industrial Park attached hereto as Exhibit A;

WHEREAS, as an incentive for the location of a battery materials manufacturing facility in the County by a company known to the County at this time as Project Viper (“Company”), the County desires to sell all or a portion the Property to the Company; and

WHEREAS, the County desires to enter into a purchase and sale agreement (“Agreement”) to set forth the terms and conditions of the sale of the Property by the County to the Company.

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

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

Section 2. Approval of Sale of Property. County Council approves the sale of the Property by the County and authorizes each of the County Council Chair, the County Administrator, and the Director of Economic Development to negotiate (including establishing the purchase price for the Property and the final portion of the Property to be sold to the Company), execute and deliver the Agreement, the final form, terms and provisions of which shall be finally approved by the County Council Chair, the County Administrator or the Director of Economic Development, following receipt of advice from counsel to the County, with the execution of the Agreement by the County Council Chair, the County Administrator or the Director of Economic Development to constitute conclusive evidence of the final approval thereof

Section 3. Further Acts. County Council authorizes each of the County Council Chair, the County Administrator, or the Director of Economic Development, following receipt of advice from counsel to the County, to take such further acts and negotiate, approve and execute whatever further instruments on behalf of the County, including a deed for the Property or other closing affidavits and certificates, as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the sale of the Property are expressly ratified and confirmed.

Section 4. General Repealer. Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 5. Effectiveness. This Ordinance is effective after third reading and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman of County Council

(SEAL)
ATTEST:

Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

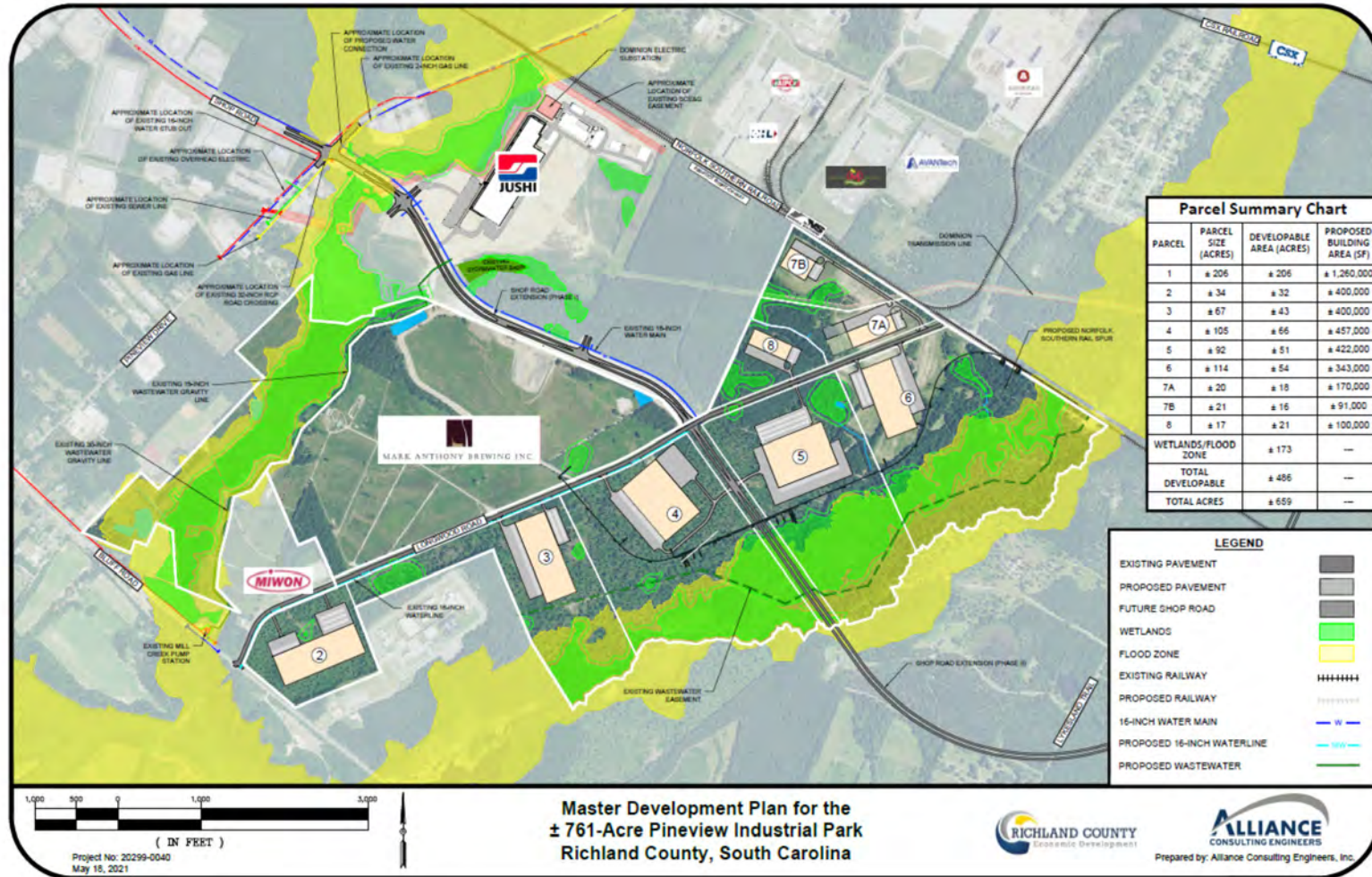
Approved As To LEGAL Form Only
No Opinion Rendered As To Content

READINGS:

First Reading: December 13, 2022
Second Reading: January 3, 2023
Public Hearing:
Third Reading:

EXHIBIT A

MASTER DEVELOPMENT PLAN FOR PINEVIEW INDUSTRIAL PARK



RESOLVED: January 3, 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

Richland County Council Request for Action

Subject:

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

Notes:

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

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

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU
OF AD VALOREM TAXES 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.**

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

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

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

WHEREAS, Project Viper (“Sponsor”), desires to establish a battery materials manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$323,000,000.00 and the creation of 310 new, full-time jobs, all within five (5) years of the commencement of operations; and

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

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 to the public are greater than the costs.

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

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

Section 4. *Grant Acceptance and Administration.* To the extent the County receives any third party grant funds related to the Project, the County agrees to accept and administer those funds for the Project’s benefit according to any documents governing the receipt and expenditure of the grant funds

Section 5. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, or the Director of Economic Development, as appropriate, to take whatever further action and for the Chair, the County Administrator, and the Director of Economic Development to negotiate, execute and deliver whatever further documents, and for the Clerk to County Council to attest the same, as may be appropriate to effect this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 6. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 7. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: January 3, 2023
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

[PROJECT VIPER]

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF []

TABLE OF CONTENTS

	Page
Recitals.....	[]
 ARTICLE I DEFINITIONS 	
Section 1.1 Terms.....	[]
 ARTICLE II REPRESENTATIONS AND WARRANTIES 	
Section 2.1 Representations, Warranties, and Agreements of the County.....	[]
Section 2.2 Representations, Warranties, and Agreements of the Sponsor.....	[]
 ARTICLE III THE PROJECT 	
Section 3.1 The Project.....	[]
Section 3.2 Leased Property.....	[]
Section 3.3 Filings and Reports.....	[]
 ARTICLE IV FILOT PAYMENTS 	
Section 4.1 FILOT Payments.....	[]
Section 4.2 FILOT Payments on Replacement Property.....	[]
Section 4.3 Removal of Components of the Project.....	[]
Section 4.4 Damage or Destruction of Economic Development Property.....	[]
Section 4.5 Condemnation.....	[]
Section 4.6 Calculating FILOT Payments on Diminution in Value.....	[]
Section 4.7 Payment of <i>Ad Valorem</i> Taxes.....	[]
Section 4.8 Place of FILOT Payments.....	[]
 ARTICLE V ADDITIONAL INCENTIVES 	
Section 5.1 Reserved.....	[]
Section 5.2 Other Incentives.....	[]
 ARTICLE VI RESERVED 	

ARTICLE VII
DEFAULT

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

ARTICLE VIII
PARTICULAR COVENANTS AND AGREEMENTS

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

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1 Sponsor Affiliates []
Section 9.2 Primary Responsibility []

ARTICLE X
MISCELLANEOUS

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

- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Accountability Resolution

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project Viper	
Project Location	Pineview Industrial Park [Address and TMS No. TBA]	
Tax Map No.		
FILOT		
• Phase Exemption Period	40 years	Article I; Definitions
• Contract Minimum Investment Requirement	\$323,000,000	Article I; Definitions
• Contract Minimum Jobs Requirement	310 new full time jobs	Article I; Definitions
• Investment Period	10 years	Article I; Definitions
• Assessment Ratio	4%	§4.1(a)(ii)
• Millage Rate	[475.3]	§4.1(a)(iii)
• Fixed or Five-Year Adjustable Millage	Fixed	§4.1(a)(iii)
Multicounty Park	I-77 Corridor Regional Industrial Park	Article I; Definitions
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

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

WITNESSETH:

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

(b) The Sponsor has committed to establish a battery materials manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$323,000,000.00 and the creation of 310 new, full-time jobs;

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

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

ARTICLE I DEFINITIONS

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

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

“*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 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, 2024].

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$323,000,000.00.

“**Contract Minimum Jobs Requirement**” means not less than 310 full-time, jobs created by the Sponsor in the County in connection with the Project.

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

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

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

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

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

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

“**Event of Default**” means any event of default specified in Section 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, 2071], the Final Termination Date is expected to be [January 15, 2073], 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.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending ten years after the Commencement Date, or as may be further 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, 2032].

“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.

“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 39th year following the first property tax year in which the Phase is placed in service.

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

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

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

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

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

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

“*State*” means the State of South Carolina.

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

(c) The County identified the Project, as a “project” on [January 3, 2023] by adopting an Inducement Resolution, as defined in the Act on [January 3, 2023].

(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 battery materials manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

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

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

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

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

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2024. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

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

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, [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 December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

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

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

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property and Improvements portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of four percent (4%), multiplied by
- (iii) A fixed millage rate equal to [475.3], which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2022.

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

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

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

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

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

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

Section 4.4. Damage or Destruction of Economic Development Property.

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

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

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

Section 4.5. Condemnation.

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

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

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

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

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

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

**ARTICLE V
ADDITIONAL INCENTIVES**

Section 5.1. Reserved.

Section 5.2. Other Incentives. The County is selling approximately [] acres of land to the Company on which it will construct its Facility for a purchase price of \$675,000.

**ARTICLE VI
RESERVED**

**ARTICLE VII
DEFAULT**

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

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

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

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

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

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

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

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

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

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

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

Section 8.3. Indemnification Covenants.

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

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

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

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

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

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

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

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

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

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done

by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

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

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$[12,500]. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

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

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

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed

as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

[PROJECT VIPER]
c/o K&L Gates LLP
1601 K Street, NW
Washington, DC 20006

WITH A COPY TO (does not constitute notice):

K&L Gates LLP
Attn: Olivia Byrne
1601 K Street, NW
Washington, DC 20006

IF TO THE COUNTY:

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

WITH A COPY TO (does not constitute notice):

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

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

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

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

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

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

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

reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

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

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

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

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

Section 10.10. Termination; Termination by Sponsor.

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

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

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

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

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

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

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

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

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

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

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

[PROJECT/SPONSOR NAME]

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

[TBA]

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

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

1. Joinder to Fee Agreement.

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

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

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

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

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

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

4. Governing Law.

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

5. Notice.

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

[_____]

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

Date

Name of Entity
By: _____
Its: _____

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

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

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

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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council



REQUEST OF ACTION

Subject: FY23 - District 8 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$10,000** for District 8.

B. Background / Discussion

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

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

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

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY23 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 8 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2022 Remaining	\$ 85,200
Divine Nine Foundation	\$ 10,000
Total Allocation	\$ 10,000
Remaining FY2023 Balance	\$150,125

C. Legislative / Chronological History

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

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY23 - District 8 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$7,500** for District 8.

B. Background / Discussion

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

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

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

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY23 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 8 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2022 Remaining	\$ 85,200
Captain's Hope Inc.	\$ 7,500
Total Allocation	\$ 7,500
Remaining FY2023 Balance	\$160,125

C. Legislative / Chronological History

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

D. Alternatives

1. Consider the request and approve the allocation.

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

E. Final Recommendation

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