

RICHLAND COUNTY
SPECIAL CALLED MEETING
AGENDA



TUESDAY AUGUST 29, 2023

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2023



Derrek Pugh
District 2



Jason Branham
District 1



Gretchen Barron
District 7



Yvonne McBride
District 3



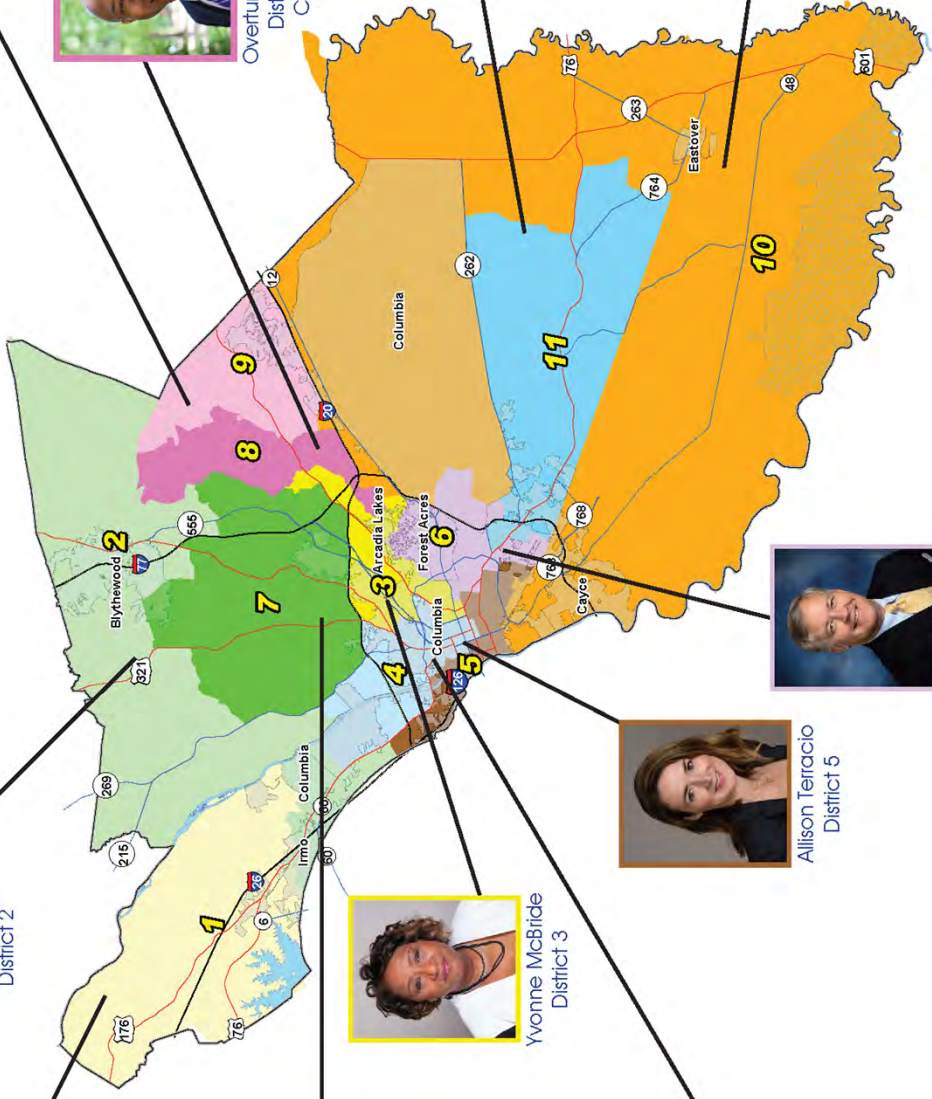
Paul Livingston
District 4



Allison Terracio
District 5



Don Weaver
District 6



Overture Walker
District 8
Chair



Chakisse Newton
District 11



Cheryl English
District 10



Jessica Mackey
District 9
Vice Chair



**Richland County
Special Called Meeting**

AGENDA

August 29, 2023 - 6:00 PM
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER** The Honorable Overture Walker
 - a. Roll Call

2. **INVOCATION** The Honorable Cheryl English

3. **PLEDGE OF ALLEGIANCE** The Honorable Cheryl English

4. **APPROVAL OF MINUTES** The Honorable Overture Walker
 - a. Regular Session: July 18, 2023 **[PAGES 9-17]**
 - b. Zoning Public Hearing: July 25, 2023 **[PAGES 18-21]**

5. **ADOPTION OF AGENDA** The Honorable Overture Walker

6. **REPORT OF ATTORNEY FOR EXECUTIVE SESSION ITEMS** Patrick Wright,
County Attorney

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

 - a. Blythewood Intergovernmental Agreement/Annexation [Pursuant to S.C. Code Sect. 30-4-70 (a)(2) and (5)]
 - b. MPG Arden, LLC v. Richland County, et al. Road Closure Petition [Pursuant to S.C. Code Sect. 30-4-70 (a)(2)]
 - c. Proposed Amendment of Land Development Code Interim Procedures [Pursuant to S.C. Code Sect. 30-4-70 (a)(2) and (5)] **[PAGES 22-27]**
 - d. Legislative Act 81 and Amendment to Richland County Code regarding First Steps Program [Pursuant to S.C. Code Sect. 30-4-70 (a)(2)]
 - e. Personnel Matter: County Attorney Contract
 - f. The Honorable Joseph M. Strickland v. Richland County Legislative Delegation, Richland County, et al. [Pursuant to S.C. Code Sect. 30-4-70 (a) (2)]

7. CITIZEN'S INPUT The Honorable Overture Walker

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

8. CITIZEN'S INPUT The Honorable Overture Walker

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

9. OPEN/CLOSE PUBLIC HEARINGS The Honorable Overture Walker

a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina, and Vista Depot Holding, LLC, among other of its affiliates, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

b. Authorizing the execution and delivery of one or more fee-in-lieu of ad valorem taxes and incentive agreements by and among Richland County, South Carolina, LDE LLC, and Shop Grove 1 LLC (formerly known as Project Growth) to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park 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 2222 Main, LLC, a company formerly known to the County as Project Main View; and other related matters

10. REPORT OF THE COUNTY ADMINISTRATOR Leonardo Brown,
County Administrator

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

1. County Administrator's Office - South Carolina Veterans' Affairs Enhancement Plan Grant Letter of Support
[\[PAGES 29-36\]](#)

2. Community Planning & Development - Conservation: Mitigation Bank Credit Sales - JLAM Blythewood Investors [\[PAGES 37-49\]](#)

3. Community Planning & Development – Conservation: Mitigation Bank Credit Sales - J&C Investments, LLC [\[PAGES 50-61\]](#)

4. Office of the County Administrator - Military Enhancement Plan Grant Proposal - McEntire Joint National Guard Base - Grant Letter of Support. [\[PAGES 62-86\]](#)

11. REPORT OF THE CLERK OF COUNCIL

Anette Kirylo,
Clerk to Council

12. REPORT OF THE CHAIR

The Honorable Overture Walker

13. APPROVAL OF CONSENT ITEMS

The Honorable Overture Walker

- a. Case # 23-012MA
Michael Arnold
RM-HD to GC (.25 Acres)
1559 Daulton Drive
TMS# R17012-03-10 [SECOND READING] [\[PAGES 87-88\]](#)
- b. Case # 23-014MA
David Cook
RU to RS-LD (5.63 Acres)
2271 Hollingshed Road
TMS# R05204-01-05 & R05200-01-38 [SECOND READING] [\[PAGES 89-90\]](#)
- c. Case # 23-019MA
Keisha Garrick
RU to NC (0.73 Acres)
7730 Bluff Road
TMS # R32403-02-07 [SECOND READING] [\[PAGES 91-92\]](#)
- d. Case # 23-020MA
Scott R. Armstrong
RU to RS-MD
113 Beaver Dam (0.58 Acres)
TMS # R22707-03-02 [SECOND READING] [\[PAGES 93-94\]](#)
- e. Department of Public Works - Jim Hamilton - LB Owens
Airport (CUB) Airport - Conditional Approval of Work
Authorization (WA) and Associated Grants [\[PAGES 95-107\]](#)

14. THIRD READING ITEMS

The Honorable Overture Walker

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina, and Vista Depot Holding, LLC, among other of its affiliates, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [\[PAGES 108-145\]](#)

- b. Authorizing the execution and delivery of one or more fee-in-lieu of ad valorem taxes and incentive agreements by and among Richland County, South Carolina, LDE LLC, and Shop Grove 1 LLC (formerly known as Project Growth) to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [\[PAGES 146-182\]](#)
- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park 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 2222 Main, LLC, a company formerly known to the County as Project Main View; and other related matters [\[PAGES 183-207\]](#)

15. REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

The Honorable Jesica Mackey

- a. Department of Public Works - Engineering - Pavement Management System [\[PAGES 208-215\]](#)

16. REPORT OF THE OFFICE OF SMALL BUSINESS OPPORTUNITY AD HOC COMMITTEE

The Honorable Derrek Pugh

- a. Review of OSBO Ordinance:
 - 1. Ordinance 058-16HR - "An Ordinance amending the Richland County Code of Ordinances, Chapter 2, Administration; so as to move the division known as the Office of Small Business Opportunity from Procurement so that this division directly reports to the County Administrator" [\[PAGES 216-217\]](#)

17. REPORT OF THE EMPLOYEE EVALUATION AND OVERSIGHT AD HOC COMMITTEE

The Honorable Chakisse Newton

- a. 2023 Employee Evaluation [\[PAGE 218\]](#)

18. OTHER ITEMS

The Honorable Overture Walker

- a. FY24 - District 5 Hospitality Tax Allocations [\[PAGES 219-220\]](#)
 - 1. Nickelodeon Theatre - \$5,000
 - 2. Jam Room Foundation - \$6,000
 - 3. ColaJazz Foundation - \$5,000
 - 4. Five Points Association - \$10,000
 - 5. Columbia Music Festival Association - \$5,000

- b. FY24 - District 6 Hospitality Tax Allocations [\[PAGES 221- 222\]](#)
 - 1. ColaJazz Foundation \$5,000
- c. FY24 - District 9 Hospitality Tax Allocations [\[PAGES 223-224\]](#)
 - 1. ColaJazz Foundation - \$5,000
 - 2. Ridgeview High School "The Bash" - \$20,000
- d. FY24 - District 10 Hospitality Tax Allocations [\[PAGES 225-226\]](#)
 - 1. Latino Communications CDC - \$15,000
 - 2. Columbia City Ballet - \$5,000
- e. FY24 - District 11 Hospitality Tax Allocations [\[PAGES 227-228\]](#)
 - 1. Main Street Latin Festival - \$5,000

19. EXECUTIVE SESSION

Patrick Wright,
County Attorney

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

20. MOTION PERIOD

The Honorable Jesica Mackey

- a. I move County Council fund EdVenture Children’s Museum Hospitality Tax request for facility improvements and enhancements to improve safety and attract new visitors.

21. ADJOURNMENT

The Honorable Overture Walker



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



Richland County Council
Regular Session
MINUTES
July 18, 2023 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Kyle Holsclaw, Aric Jensen, Patrick Wright, Leonardo Brown, Anette Kirylo, Chelsea Bennett, Lori Thomas, Michael Maloney, Stacey Hamm, Jennifer Wladischkin, Tamar Black, Zachary Cavanaugh, Thomas Gilbert, Angela Weathersby, Sarah Harris, Geo Price, Bill Davis, Callison Richardson, Venyke Harley, Sean Taylor, and Wayne Thornley

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 Allison Terracio.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Allison Terracio.
4. **PRESENTATION OF PROCLAMATIONS**
 - a. A Proclamation recognizing Senior Resources Inc. and declaring August 21st as Senior Citizens' Day [ENGLISH, BRANHAM, PUGH, McBRIDE, LIVINGSTON, TERRACIO, WEAVER, BARRON, WALKER, MACKEY, and NEWTON] – Ms. English presented a proclamation recognizing Senior Resources and declaring August 21st as Senior Citizens' Day.
 - b. A Proclamation recognizing the 2023 Miss South Carolina [MACKEY] – Ms. Mackey presented a proclamation recognizing Miss South Carolina 2023, Ms. Jada Samuel.
5. **APPROVAL OF MINUTES**
 - a. Special Called Meeting: July 11, 2023 – Ms. Newton moved to approve the minutes as distributed, seconded by Ms. Barron.

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

The vote in favor was unanimous.
6. **ADOPTION OF AGENDA** – Mr. Pugh moved to adopt the agenda as published, seconded by Ms. Barron.

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

The vote in favor was unanimous.
7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – There were no items for Executive Session.
8. **CITIZENS' INPUT**
 - a. For Items on the Agenda Not Requiring a Public Hearing
 1. Eric Friendly, 1601 Richland Street, Columbia, SC 29201 – Historic Columbia

Ms. Barron encouraged Councilmembers and citizens to download the Historic Columbia app to tap into the available resources. She noted that you can tour different facilities every 3rd Sunday from 1:00-4:00 PM at no cost.

Ms. English commended the staff for their support at her recent community events.

9. **CITIZENS' INPUT**

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

10. **REPORT OF THE COUNTY ADMINISTRATOR**

a. Updates for Consideration:

1. *Short-Term Rental Ordinance* – The County Administrator, Leonardo Brown, reminded Councilmembers to submit their comments pertaining to the ordinance to the Clerk's Office so they can be provided to the Business Service Director, so we can move forward on drafting a proposed ordinance.
2. *Classification and Compensation Study Report* – Mr. Brown stated this is the study where the County was going to put forth an effort to address a long-term strategy to concentrate on pay and compensation for Richland County. The funding was approved in the budget. Tonight's request is to move forward with discussions with the elected officials and department heads associated with these departments. Afterward, we will come back to Council with the actual plan for implementation. He noted the market peers were Aiken, Beaufort, Charleston, Charlotte-Mecklenburg Greenville, Lexington, Spartanburg, and York counties, cities of Charlotte, Columbia, Irmo, and West Columbia, East Richland County, private sector law firms and financial institutions, State of South Carolina, and the University of South Carolina. The County's pay plan study was not limited to the surrounding counties but to other outside agencies we compete against. He indicated the plan will be in constant motion and require continual review to ensure we stay competitive.

Mr. Livingston moved to authorize staff to proceed with discussions with the elected officials and department heads regarding the class and compensation study findings and report back to Council after discussions have been completed, seconded by Ms. Newton.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

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

1. *Utilities – Eastover Wastewater Treatment Plant Expansion Engineering Services* – Mr. Brown indicated the request is to approve the estimated engineering services for the Eastover Wastewater Treatment Plant expansion. We supported the department in getting grant funds from the State. The State approved the receipt of the funds, and Council approved the acceptance of those funds. Due to the way the Council meeting dates fall, we would miss the deadline for the grant funds.

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

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

2. *Utilities – Lagoon Closure Project- Richland County School District 1 (RCS D1)* – Mr. Brown noted the County entered into a process whereby it closed down lagoons at schools in Lower Richland because they were ponds of "poop." The Southeast Water and Sewer Extension Plan replaced the lagoons. Part of this process was the lagoons had to be closed out. The request is to award the Lagoon Closure Project contract to AAA Utility and Construction, LLC, in the amount of \$2,534,449.50.

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

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

The vote in favor was unanimous.

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

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

3. *Grants & Community Outreach – 2023 Annual Action Plan and 2022-2026 Five-Year Consolidated Plan Substantial Amendment* – Mr. Brown stated to receive Community Development Block Grant, HOME Investment Partnership, and Emergency Solutions Grant funds, Richland County must submit an Annual Action Plan to the US Housing and Urban Development each year, the County must also submit a 5-year Consolidated Plan every fifth year. The Community Development Division recommends approval of the following plans for submission to HUD for the purposes of administering Community Development Block Grant, HOME Investment Partnership, and Emergency Solutions Grant funds: (1) The FY23 Annual Action Plan to administer and allocate \$1,723,394 in CDBG funds, \$941,966 in HOME funds, and \$148,882 in ESG funds for submission to HUD on or before August 15, 2023; and (2) The Substantial Amendment to the 2022-2026 Five-Year Consolidated Plan to incorporate newly awarded ESG funds for submission to the HUD on or before August 15, 2023.

Ms. Newton moved to approve the submission of the Community Development Block Grant (CDBG), HOME Investment Partnership, and Emergency Solutions Grant (ESG) plans, as well as the Substantial Amendment to the 2022-2026 Five-Year Consolidated Plan to incorporate the newly awarded ESG funds to HUD, seconded by Ms. English.

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

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

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

4. *Road Paving Program Information* – Mr. Brown gave a brief overview of the FAQs document provided to Council.

Q: Is the County going to pave everyone's roads even if people on the road don't want them paved? No. The County's program was not designed to pave everyone's road. There seems to be some information communicated that the County intends to pave every road in the County, which is not the case.

Q: Why is the County looking at removing the 25% threshold for denying a road's paving? Staff was trying to find a way to reach out to the citizens that lived in those areas, get feedback and input, provide that feedback and input to Council, and then determine what would happen.

Q: Are all County roads now being paved with funds from the Penny? No. Before the Penny existed, the County still took action to pave roads.

Q: How does the County address the concern of possible increased traffic flow when a dirt road is paved, especially if that road is a "shortcut" between two streets? Per the current ordinance, the road to be paved cannot interconnect existing streets or serve developable vacant land, which would result in the potential of over 400 vehicles/daily. The road cannot serve existing businesses or vacant land zoned for business use that would generate traffic exceeding 400 vehicles/daily or truck traffic exceeding 24 vehicles/daily. In general, paving interconnecting roads will better serve the public during emergencies and road closures.

Q: How is the cost to pave a road determined? There is a formula: District dirt road paving funds = total dirt road paving funds x district dirt road mileage. Bid results determine the cost. Each road is unique in the need for drainage improvements, but a roadway's design indicates the specific needs of each road.

Q: If road problems, such as drainage issues, arise after the paving of a dirt road, is the County responsible for fixing the problem? The County maintained roads are in the County's inventory. Therefore, the County is responsible for the continued maintenance of the road(s).

Q: Does the County plan to dramatically increase taxes to fund said paving? There has been no discussion of increasing taxes. These revenues have already been set.

Q: Is the County paving roads so developers can build more housing? No. Richland County's efforts to provide safe, efficient, and quality transportation are continuous and are not tied to attracting developers.

Mr. Branham acknowledged his intent to make a substitute motion to amend the 25% to 50%. He noted the need to review the consent/denial letter to ensure there is an adequate description of the project.

Ms. Barron indicated that the Communications Team has done a fabulous job of better-communicating things the County is doing. However, she feels this topic needs to have been better communicated with the constituents. As noted, there was a lot of incorrect information floating around, but she is not sure we have done anything to correct the information. The FAQs document would have been something great to have been posted on our website and the County's social media accounts. She suggested adopting a model for how we handle pressing issues.

Mr. Pugh noted he had the opportunity to visit a few of his communities that are concerned. He believes we need to do a better job of speaking plainly to address some of the uneasiness in the communities.

Mr. Walker stated his understanding was that when this item came before the Transportation Ad Hoc Committee in May, the concern was that we had roads that were a part of the Penny ordinance. A total of \$45M has been allocated for the paving of dirt roads enumerated in the Penny ordinance. In 2014, there was an amendment to the County's roads, highways, and bridges ordinance, which is separate from the Penny. The amended ordinance included the 25% threshold for denying the pavement of a road. As a result of that, you ended up with a minority of residents who could stop the pavement of a road, which overrode the will of the majority for the pavement of roads passed as a part of the 2012 Penny ordinance. His understanding is that the \$45M allocated has been decreased to \$20M, with a completion rate of 29%. Staff brought this to the Transportation Ad Hoc Committee's attention to inform Council that we have an emergency on our hands. He noted that this ordinance will not affect you if your dirt road is not on the list of roads approved in the referendum.

Ms. Newton inquired if the proposed ordinance would only apply to the dirt roads approved in the referendum or all County owned and maintained dirt roads.

Mr. Walker responded that it would apply to all roads, but that is not the impetus behind the amendment.

11. **REPORT OF THE CLERK OF COUNCIL** – Ms. Anette Kirylo, Clerk to Council, reminded Councilmembers of the Land Development Code Work Session scheduled for Tuesday, July 25th, at 5:00 PM.
12. **REPORT OF THE CHAIR** – No report was given.
13. **OPEN/CLOSE PUBLIC HEARING**
 - a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to 2019 Bull Street Owner, LLC, a company formerly known to the County as Project Urban Renewal; 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 Huger Flats, LLC, a company formerly known to the County as Project Wichita and other related matters – No one signed up to speak.
 - c. An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Section 21-20, Road Paving Program; Subsection (i); so as to remove specific language
 1. Ms. Cynthia Shepard, 200 Back Acres Road, Chapin, SC 29036
 2. Mr. Chris Del Rossi, 1125 Stone House Road, Chapin, SC 29036
 3. Ms. Vanda Del Rossi, 1125 Stone House Road, Chapin, SC 29036
 4. Mr. Stuart Andrews, 120 Middlefield Lane, Blythewood, SC 29016
 5. Ms. Bridgette Craver, 1024 Bookie Richardson Road, Chapin, SC 29036
 6. Ms. Susan Grosslight, 335 Persimmon Fork Road, Blythewood, SC 29016
 7. Ms. Terry Rowell, 3635 Kennerly Road, Irmo, SC 29063
 8. Mr. Raymond LaPointe, 3635 Kennerly Road, Irmo, SC 29063
 9. Mr. Mike Ritchie, 100 Back Acres Road, Chapin, SC 29036
 10. Ms. Majken Blackwell, 4600 Old Leesburg Road, Hopkins, SC 29061
 11. Ms. Sarah Major, 148 Clamp Road, Blythewood, SC 29016
 12. Ms. Jennifer Mancke, 320 Clearview Drive, Hopkins, SC 29061
 - d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Clayton Properties Group, Inc. d/b/a Mungo Homes (formerly known to the County as Project Foundation) 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.
14. **APPROVAL OF CONSENT ITEMS**
 - a. Case #23-009MA
Michael Bell
RU to GC (3 Acres)
S/S Garners Ferry Road
TMS # R21800-05-20 (portion of) [THIRD READING]
 - b. An Ordinance Amending the Richland County Code of Ordinances; Chapter 16, License and Miscellaneous Business Regulations; by amending the Business License Class Schedule Table and the Business License Schedule Rates Table so as to make conforming changes [SECOND READING]

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

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

Ms. Barron moved to reconsider Item 14(a), seconded by Ms. Newton.

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

15. **THIRD READING ITEM**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to 2019 Bull Street Owner, LLC, a company formerly known to the County as Project Urban Renewal; and other related matters – Mr. Livingston moved to approve this item, seconded by Ms. Barron.

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

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

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

- b. 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 Huger Flats, LLC a company formerly known to the County as Project Wichita and other related matters – Mr. Livingston moved to approve this item, seconded by Mr. Weaver.

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

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

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

- c. An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Section 21-20, Road Paving Program; Subsection (i); so as to remove specific language – Ms. McBride moved to approve this item, seconded by Ms. Mackey.

Mr. Branham made a substitute motion to amend Section I(i)(4) as follows: "If fifty-one (51%) percent or more of all such property owners decline said road paving, then the subject road shall not be paved", seconded by Mr. Pugh.

Ms. English indicated the Lower Richland residents pushed the Penny Tax because of the dirt roads in that area. If you look at the topography, all the water drains down to that particular area. When the 2015 Flood occurred, that was one of the hardest-hit areas, and they have not recovered yet. Ambulances and fire trucks do not have access because the roads are in terrible condition. She maintained that not all the roads need to be paved, but many do.

It is Ms. Barron's understanding, based on the motion on the floor, that citizens' rights are not being taken away. We are putting in a majority vote. She inquired where the citizens' belief their rights are being taken away is coming from. In addition, does this automatically mean a single-lane road will become a two-lane road when paved?

Mr. Walker replied the only change to the ordinance would be the threshold to determine if the road would be paved.

Mr. Weaver asked if we go back to the drawing board if the motion fails.

Mr. Walker responded if the motion fails, we go back to the status quo, which means we go back to a process whereby we are already behind on paving dirt roads. We have been unable to pave the roads at the pace necessary to satisfy the mandate voters voted for in 2012.

Mr. Weaver inquired if it would allow staff to rework some of the concerns in the ordinance.

Mr. Walker stated if the motion fails, someone will have to make a motion for it to come back up again. He noted no one had an issue with the ordinance until we started talking about making the ordinance more consistent with democratic rule, which is going from a minority to a majority.

Ms. Newton inquired if the consent/denial process is a procedure they can work with staff on or something we need to dictate in the motion.

The County Attorney, Patrick Wright, stated the consent/denial process is included in the ordinance and would require a future motion to address.

Mr. Branham indicated in the execution of the ordinance he would like to see a clear consent/denial letter that explains the proposed project.

Mr. Walker stated this item did not develop in a vacuum. Staff did not willy-nilly decide it wanted to do something about dirt roads in Richland County. This was brought to Council's attention via the Transportation Ad Hoc Committee. Before items make their way to Council, they typically come through a committee. Director Maloney, doing what your taxpayer dollars pay him to do, which is preside over the Department of Public Works and includes the Transportation Department, discovered we were grossly behind on getting roads paved and losing taxpayer dollars. Over half of the \$45M allocated has been expended, and only 29% of the roads have been paved. If he were to sit on that information and not share it with Council, it would be a dereliction of duty. If there is any political will, it is the will to do the right thing, honor the will of the voters, and protect the taxpayer dollars.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Clayton Properties Group, Inc. d/b/a Mungo Homes (formerly known to the County as Project Foundation) 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: Branham, Pugh, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

16. SECOND READING ITEMS

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

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

The vote in favor was unanimous.

- b. Authorizing the execution and delivery of one or more fee-in-lieu of ad valorem taxes and incentive agreements by and between Richland County, South Carolina and Project Growth 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. Weaver.

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

The vote in favor was unanimous.

17. REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Vista Depot Holding, LLC, among other of its affiliates; identifying the project; and other matters related thereto – Mr. Livingston stated the committee recommended approval of this item.

Ms. Terracio noted Council gave Second Reading approval to an ordinance for the execution and delivery for Vista Depot Holding. She inquired if this item was a new negotiation with Vista Depot Holding.

Mr. Livingston responded that a resolution simply identifies the project.

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

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

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

18. REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

a. NOTIFICATION OF APPOINTMENTS

I. Employee Grievance Committee – 6 (Two (2) Member Vacancies and Four (4) Alternates)

Ms. Barron stated the committee recommended appointing Mr. Shep Headley and Mr. Kevin Bland to the member vacancies.

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

The vote in favor was unanimous.

In addition, the committee recommended appointing Mr. Kenneth Kinney, Ms. Clarissa Dickerson, Ms. Tameka Barczak, and Ms. Keisha Bell to the alternate positions.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

Ms. Barron noted during this process, the committee learned there are some discrepancies in the Employee Handbook. In the handbook, a quorum for the Employee Grievance Committee is five (5), but by law, it is four (4). There are also some additional revisions for this committee that will come before Council through Mr. Brown.

19. REPORT OF THE CORONAVIRUS AD HOC COMMITTEE

Mr. Walker noted he is a board member of the Lower Richland Alumni Foundation; therefore, he will be recusing himself from the discussion and vote pertaining to this organization.

a. American Rescue Plan Application Review and Recommendation:

1. Workforce Training – Ms. Barron stated the committee recommended funding all of the applicants but to reduce the allocation proportionately to the requested amount so as to not exceed the available funds. Each allocation will be an up to amount and will be pending any desk reviews.

Mr. Livingston maintained he believes it would be better to fund the organizations that will significantly impact workforce training in the community.

Ms. Barron indicated we hired a third-party vendor so that Council would not get in the weeds of making decisions on these organizations. We had to make some adjustments in some categories, and this was one where the scores were close. Moreover, when you look at ARPA dollars, they are designed for particular areas of the County. When we start to look at the impact, we are not being objective in the process, and we start to imply personal preference.

Ms. Mackey suggested approving the top four (4) agencies at the requested amount.

Ms. Mackey made a substitute motion to fund the following entities up to the amount notated and pending any desk reviews: Alston Wilkes Society - \$54,381; US Columbia Technology Incubator - \$462,507; Midlands Fatherhood Coalition - \$33,988; and Richland County Public Library - \$56,930.

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

Opposed: McBride and Barron

Recuse: Walker and Newton

The vote was in favor.

2. Education Assistance – Ms. Barron stated the committee recommended funding the following entities up to the amount notated and pending any desk reviews: the Richland Library – up to \$64,000; Lower Richland Alumni Foundation - \$155,931.75; Lynn Brown Inspires: Young CEOs and Leaders of Tomorrow - \$50,000; SC Thrive - \$179,740; Planned Parenthood South Atlantic - \$100,000; United Way of the Midlands - \$200,000; and the Boys and Girls Clubs of the Midlands - \$182,250.

In Favor: Pugh, Livingston, Barron, Mackey, English, and Newton

Opposed: Branham, McBride, and Weaver

Recuse: Terracio and Walker

The vote was in favor.

3. Food Insecurity – Ms. Barron stated the committee recommending funding the following entities up to the amount notated and pending any desk reviews: Palmetto AIDS Life Support Services, Inc - \$58,256; Senior Resources - \$548,046; Midlands Housing Alliance - \$419,986; Prisma Health Midlands - \$348,189; and Serve and Connect - \$77477.

Ms. McBride went on record that it was not that she did not support the grantees, but she has concerns about the overall process with the grants; therefore, she will be voting against the allocations.

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

Opposed: McBride and Livingston

Recuse: Walker

The vote was in favor.

Ms. Barron stated the committee still needs to address the Small Business category. She noted this was a major project, and we had good intentions when we started. She believes we did good work, even though we may not have all agreed with how we got there at the end of the day. We set out to have a transparent process and get the funds into the hands of local non-profits that COVID-19 negatively impacted.

Ms. Barron moved to reconsider Items 19(a)(1), 19(a)(2), and 19(a)(3), seconded by Mr. Livingston.

In Favor: McBride

Opposed: Branham, Pugh, Livingston, Weaver, Barron, Mackey, and English

Recuse: Terracio, Walker, and Newton

The motion for reconsideration failed.

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

- a. **Fiscal Year 2024 Grant Application Review** – Ms. Mackey stated the committee met regarding our FY24 Grant Application review. She noted the Community Impact Grant Application and Guidelines have been approved, and the grant application process is currently open and scheduled to close on July 31st. Two (2) public information sessions were held for individuals to obtain information on how to apply. This information is also available online.

During the process, there were questions brought up by the committee and Councilmembers about how the applications would be reviewed. Since the Community Impact Grants Committee is a newly formed committee, no stated review process exists. The committee recommended procuring an outside party to review the applications. This third-party vendor will review the applications and provide the committee with a report. The committee will then review the report and provide recommendations to Council. The County Administrator and staff have been directed to identify an outside vendor to meet the timeframe advertised to award the grants.

Ms. Terracio noted there will be a small cost for this service, which will be taken out of the overall funding.

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

Opposed: McBride,

The vote in favor was unanimous.

21. **OTHER ITEMS**

a. FY23 – District 5 Hospitality Tax Allocations: (Main Street Latin Festival - \$1,500; CMDC Ag + Art Tour - \$2,900; 701 Center for Contemporary Art - \$5,000)

b. FY23 – District 6 Hospitality Tax Allocations: (The Therapy Place - \$10,000)

Mr. Pugh moved to approve Items 21(a) and (b), seconded by Ms. Terracio.

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

The vote in favor was unanimous.

Ms. Newton moved to reconsider Items 21(a) and (b), seconded by Ms. Barron.

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

The motion for reconsideration failed.

22. **EXECUTIVE SESSION** – There were no items for Executive Session.

24. **MOTION PERIOD**

a. I move the County Council authorize the County Administrator to enter into negotiations with Divine Auro Development, LLC or its Assignee regarding the potential sale of the property located at 1430 Colonial Life Blvd., also known as, the old Haverty's property. [TERRACIO] – Ms. Terracio moved to act on the motion at this meeting, seconded by Mr. Pugh.

Ms. Mackey inquired if the motion requires unanimous consent to be taken up at this meeting.

Mr. Wright responded in the affirmative.

In Favor: Terracio, Weaver, and Mackey

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

The motion failed.

Mr. Walker forwarded Ms. Terracio's motion to the A&F Committee.

25. **ADJOURNMENT** – Ms. English moved to adjourn the meeting, seconded by Ms. Newton

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

The vote in favor was unanimous.

The meeting adjourned at approximately 8:33 PM.



Richland County Council
Zoning Public Hearing
MINUTES
July 25, 2023 – 7:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Jason Branham, Derrek Pugh, Yvonne McBride, Paul Livingston, Allison Terracio, Don Weaver, Gretchen Barron, Overture Walker, Jesica Mackey, Cheryl English, and Chakisse Newton

OTHERS PRESENT: Geo Price, Angela Weathersby, Kyle Holsclaw, Anette Kirylo, Michelle Onley, Patrick Wright, Andrea Hannah-Dennis, Tina Davis-Gooden, Chelsea Bennett, Tommy DeLage, and Dale Welch

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 7:00 PM.
Ms. McBride was traveling for business and will not be present at tonight’s meeting.
2. **ADDITIONS/DELETIONS TO THE AGENDA** – Mr. Patrick Wright, the County Attorney, requested to add “Interim Procedures for the Land Development Code” to the agenda for Executive Session.
3. **ADOPTION OF AGENDA** – Mr. Livingston moved to adopt the agenda as amended, seconded by Ms. Barron.
In Favor: Branham, Pugh, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton
Not Present: McBride
The vote in favor was unanimous.
4. **OPEN PUBLIC HEARING**
 - a. **MAP AMENDMENTS [ACTION]**
 1. **Case # 23-0128MA**
Michael Arnold
RM-HD to GC (.25 Acres)
1559 Daulton Drive
TMS# R17012-03-10 [FIRST READING]

Mr. Walker opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

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

Not Present: McBride

The vote in favor was unanimous.
 2. **Case # 23-014MA**
David Cook
RU to RS-LD (5.63 Acres)
2271 Hollingshed Road
TMS# R05204-01-05 & R05200-01-38 [FIRST READING]

Mr. Walker opened the floor to the public hearing.
Ms. Fran Cook, 2271 Hollingshed Road, Irmo, SC 29063, spoke in favor of the re-zoning request.

The floor to the public hearing was closed.

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

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

Not Present: McBride

The vote in favor was unanimous.

3. Case # 23-015MA

Shailesh Thakkar
RM-HD to GC (0.399 Acres)
7008 Joye Circle
TMS # R16906-02-06 [FIRST READING]

Ms. Barron moved to defer this item until the September Zoning Public Hearing, seconded by Ms. Newton.

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

Not Present: McBride

The vote in favor was unanimous.

4. Case # 23-017MA

Blake Valentine
RU to RS-E (50.78 Acres)
Mount Vernon Church
TMS # R01600-05-06, R01600-05-05, R01600-05-01 [FIRST READING]

Mr. Branham moved to defer this item until the September Zoning Public Hearing, seconded by Ms. Newton.

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

Not Present: McBride

The vote in favor was unanimous.

5. Case # 23-018MA

Mark Meadows
RU to GC (2.37 Acres)
239 Killian Road
TMS # R14781-01-53 [FIRST READING]

Mr. Walker opened the floor to the public hearing.

1. Mr. Mark Meadows, 239 Killian Road, Columbia, SC 29203, spoke in favor of the re-zoning request.
2. Ms. Gena Dow, 1107 Killian Loop, Columbia, SC 29203, spoke against the re-zoning request.

The floor to the public hearing was closed.

Ms. Barron moved to defer this item to the September Zoning Public Hearing to gather additional information and to work with State and local officials to rectify the challenges in this area, seconded by Mr. Weaver.

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

Not Present: McBride

The vote in favor was unanimous.

6. Case # 23-019MA

Keisha Garrick
RU to NC (0.73 Acres)
7730 Bluff Road
TMS # R32403-02-07 [FIRST READING]

Mr. Walker opened the floor to the public hearing.

The citizens chose not to speak.

The floor to the public hearing was closed.

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

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

Not Present: McBride

The vote in favor was unanimous.

- 7. Case # 23-020MA**
Scott R. Armstrong
RU to RS-MD
113 Beaver Dam (0.58 Acres)
TMS # R22707-03-02 [FIRST READING]

Mr. Walker opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Mackey moved to approve the re-zoning request, seconded by Mr. Walker.

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

Not Present: McBride

The vote in favor was unanimous.

- 8. Case # 23-023MA**
Kevin Steelman
M-1 to RS-LD
111 Pine Wedge Drive (21.98 Acres)
TMS # R17700-01-94 & R17700-01-14 [FIRST READING]

Mr. Walker opened the floor to the public hearing.

1. Mr. Jeff Benson, 100 Whiteoak Ridge Lane, Blythewood, SC 29016, spoke in favor of the re-zoning request.
2. Mr. Joe Henry, 86 Sunset Maple Court, Blythewood, SC 29016, spoke in favor of the re-zoning request.
3. Mr. Matt Cauthen, 601 Hampton Trace Lane, Columbia, SC 29209, spoke in favor of the re-zoning request.
4. Ms. Jada Addison, 104 Upper Glen Drive, Blythewood, SC 29016, spoke against the re-zoning request.
5. Mr. Gregory Tucker, 214 N. High Duck Trail, Blythewood, SC 29016, spoke against the re-zoning request.

The floor to the public hearing was closed.

Mr. Pugh moved to defer this item until the September Zoning Public Hearing, seconded by Ms. Barron.

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

Not Present: McBride

The vote in favor was unanimous.

- 9. Case # 23-025MA**
Harry Walsh
PDD to PDD (3.08 Acres)
Kennerly Road
TMS # R04100-03-82 [FIRST READING]

Mr. Walker opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Branham moved to defer this item to the September Public Hearing, seconded by Ms. Barron.

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

Not Present: McBride

The vote in favor was unanimous.

- 10. Case # 23-025MA**
Austin Watts
1301 Three Dog Road & E/S Dutch Fork Road
RU to RC (1.99 Acres & 0.61 Acres)
TMS # R01507-02-03 & R01507-02-04 [FIRST READING]

Mr. Walker opened the floor to the public hearing.

1. Ms. Terry Rowell, 365 Kennerly Road, Irmo, SC 29063, spoke in favor of the re-zoning request.

The floor to the public hearing was closed.

Ms. Barron moved to re-open the public hearing, seconded by Mr. Weaver.

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

Not Present: McBride

The vote in favor was unanimous.

2. Mr. John Atchley, 200 S. Tryon Street, Charlotte, NC 28202, spoken in favor of the re-zoning request.

The floor to the public hearing was closed.

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

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

Not Present: McBride

The vote in favor was unanimous.

5. **EXECUTIVE SESSION**

a. Interim Procedures for the Land Development Code

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

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

Not Present: McBride

The vote in favor was unanimous.

*Council went into Executive Session at approximately 7:41 PM
and came out at approximately 7:51 PM*

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

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

Not Present: McBride

The vote in favor was unanimous.

Mr. Walker indicated no action was taken in Executive Session.

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

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

Not Present: McBride

The vote in favor was unanimous.

The meeting adjourned at approximately 7:52 PM.

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

AN ORDINANCE AMENDING ORDINANCE # 05-53.5-21 AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, SO AS TO ADOPT THE RICHLAND COUNTY LAND DEVELOPMENT CODE REWRITE; AND TO REPLACE CHAPTER 26, LAND DEVELOPMENT, AMENDING THE INTERIM PROCEDURES OF THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE V, ZONING DISTRICTS AND DISTRICT STANDARDS; SECTION 26-141, TABLE OF PERMITTED USES, PERMITTED USES WITH SPECIAL REQUIREMENTS, AND SPECIAL EXCEPTIONS; "MANUFACTURING, MINING, AND INDUSTRIAL USES" CATEGORY OF TABLE 26-V-2.; AND ARTICLE VI, SUPPLEMENTAL USE STANDARDS; SECTION 26-152, SPECIAL EXCEPTIONS; SO AS TO PERMIT "MANUFACTURING, NOT OTHERWISE LISTED" IN THE LIGHT INDUSTRIAL DISTRICT (LI), AS A PERMITTED USE WITH SPECIAL REQUIREMENTS RATHER THAN BY A SPECIAL EXCEPTION.

~~THIS ORDINANCE SERVES AS AN AMENDMENT TO ORDINANCE ??-21 HR, AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, SO AS TO ADOPT THE RICHLAND COUNTY LAND DEVELOPMENT CODE REWRITE; AND TO REPLACE CHAPTER 26, LAND DEVELOPMENT, WHICH AMENDS THE EFFECTIVE DATES OF ITS PROVISIONS AND CLARIFIES CERTAIN INTERIM PROCEDURES.~~

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; "Manufacturing, Mining, and Industrial Uses" category of Table 26-V-2.; is hereby amended to read as follows:

(ORDINANCE CONTINUES ON NEXT PAGE)

<u>USE TYPES</u>	<u>TROS</u>	<u>RU</u>	<u>RR</u>	<u>RS-E</u>	<u>RS-LD</u>	<u>RS-MD</u>	<u>RS-HD</u>	<u>MH</u>	<u>RM-MD</u>	<u>RM-HD</u>	<u>OI</u>	<u>NC</u>	<u>RC</u>	<u>GC</u>	<u>M-1</u>	<u>LI</u>	<u>HI</u>
<u>Manufacturing, Mining, and Industrial Uses</u>																	
<u>Animal Food</u>																	<u>P</u>
<u>Animal Slaughtering and Processing</u>																	<u>P</u>
<u>Apparel</u>															<u>P</u>	<u>P</u>	<u>P</u>
<u>Bakeries, Manufacturing</u>													<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Beverage, Other Than Soft Drink and Water, and Tobacco</u>																	<u>P</u>
<u>Beverage, Soft Drink and Water</u>															<u>P</u>	<u>P</u>	<u>P</u>
<u>Borrow Pits</u>		<u>SE</u>	<u>SE</u>												<u>SE</u>	<u>SE</u>	<u>P</u>
<u>Cement and Concrete Products</u>																	<u>P</u>
<u>Chemicals, Basic</u>																	<u>P</u>
<u>Chemical Products, Not Otherwise Listed</u>																	<u>P</u>
<u>Clay Products</u>																	<u>P</u>
<u>Computer, Appliance, and Electronic Products</u>													<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Dairy Products</u>															<u>P</u>	<u>P</u>	<u>P</u>
<u>Dolls, Toys, and Games</u>															<u>P</u>	<u>P</u>	<u>P</u>
<u>Fabricated Metal Products</u>															<u>P</u>	<u>SE</u>	<u>P</u>
<u>Food Manufacturing, Not Otherwise Listed</u>															<u>P</u>	<u>P</u>	<u>P</u>
<u>Furniture and Related Products</u>															<u>P</u>	<u>P</u>	<u>P</u>
<u>Glass and Glass Products</u>															<u>P</u>	<u>SE</u>	<u>P</u>
<u>Jewelry and Silverware</u>															<u>P</u>	<u>P</u>	<u>P</u>
<u>Leather and Allied Products (No Tanning)</u>															<u>P</u>	<u>P</u>	<u>P</u>
<u>Leather and Hide Tanning and Finishing</u>																	<u>P</u>
<u>Lime and Gypsum Products</u>																	<u>P</u>
<u>Machinery</u>															<u>P</u>	<u>SE</u>	<u>P</u>
<u>Manufacturing, Not Otherwise Listed</u>															<u>P</u>	<u>SR</u>	<u>P</u>
<u>Medical Equipment and Supplies</u>													<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Mining/Extraction Industries</u>																	<u>P</u>
<u>Office Supplies (Not Paper)</u>															<u>P</u>	<u>P</u>	<u>P</u>
<u>Paint, Coating, and Adhesives</u>																	<u>P</u>

<u>Warehouses (General Storage, Enclosed, Not Including Storage of Any Hazardous Materials or Waste as Determined by Any Agency of the Federal, State or Local Government)</u>												<u>SR</u>	<u>SR</u>	<u>SR</u>	<u>SR</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Warehouses, Self-Storage</u>														<u>SR</u>	<u>SR</u>	<u>SR</u>	<u>SR</u>	<u>P</u>
<u>Waste Collection, Hazardous</u>																		<u>SE</u>
<u>Waste Collection, Other</u>																		<u>P</u>
<u>Warehouses, Self-Storage</u>														<u>SR</u>	<u>SR</u>	<u>SR</u>	<u>SR</u>	<u>P</u>
<u>Waste Collection, Solid, Non-Hazardous</u>																		<u>P</u>
<u>Waste Treatment and Disposal, Hazardous</u>																		<u>SE</u>
<u>Waste Treatment and Disposal, Non-Hazardous</u>																		<u>P</u>
<u>Water Treatment Plants, Non-Governmental, Public</u>																<u>P</u>	<u>P</u>	<u>P</u>

SECTION II. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-152, Special exceptions; Subsection (c), Special exceptions listed by zoning district; Paragraph (17), Manufacturing, Not Otherwise Listed; is hereby deleted in its entirety and the remaining paragraphs are renumbered in appropriate chronological order.

SECTION III. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b), Permitted Uses with Special Requirements Listed by Zoning District; is hereby amended by the insertion of a new paragraph to read as Paragraph “(48) Manufacturing, Not Otherwise Listed – LI”, the existing Paragraph (48) is renumbered to read as Paragraph (49), and all remaining paragraphs are renumbered in appropriate chronological order.

SECTION IV. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c), Standards; Paragraph (48) is hereby amended to read as Paragraph to read as follows; the existing Paragraph (48) is renumbered to read as Paragraph (49), and all remaining paragraphs are renumbered in appropriate chronological order.

(48) Manufacturing, not otherwise listed.

a. Use districts: LI Light Industrial.

b. Operations standards set forth in Section 26-178 of this chapter shall be examined in detail during the special exception review process.

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

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

SECTION VII. Effective Date. This ordinance shall be enforced from and after _____, 2023.

RICHLAND COUNTY COUNCIL

By: _____

Overture Walker, Chair

Attest this _____ day of

_____, 2023

Anette A. Kirylo

Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

Approved As To LEGAL Form Only.

No Opinion Rendered As To Content.

Public Hearing: June 27, 2023

First Reading: June 27, 2023

Second Reading: July 11, 2023

Third Reading: July 18, 2023

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

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

~~**Exhibit "A" – Richland County Land Development Code Rewrite**~~

~~SECTION II. — Interim Procedures.~~

~~(a) Notice. Within ninety (90) days of the adoption of this ordinance, the county shall mail written notice to all real property owners of record in the unincorporated areas of the county, informing them that a new land development code has been adopted and that a map amendment ordinance is proposed will soon be adopted, both of which will become effective as part of upon the adoption of the map amendment ordinance, on July 6, 2022, and that the uses of their property could be affected by the adoption of these ordinances. In addition, the notice will provide contact information for those persons who desire additional information and/or have questions.~~

~~(b) Zone Map Preparation Process Staff reports. Upon adoption of this ordinance, the planning and development department staff shall assist the Richland County Planning Commission to prepare a zone map amendment and any related land development code text amendments as set forth in SC Code Section 6 Chapter 29 et seq, and applicable provisions of Richland County Code.~~

~~(c) Staff Reports. The Planning Commission or its professional staff shall begin to at a minimum provide monthly written reports to County Council on the progress of implementing the proposed new land development code text and zone map amendments. The reports shall include, but not be limited to, the number of inquiries the department has received concerning the land development code. Monthly reports shall continue until the effective date of this ordinance and the zone map and land development code text amendments.~~

~~(d) Compliance. Prior to the adoption of the anticipated zone map amendment and related text amendments ordinance, any application for building permit, subdivision, or any other applicable land use action shall be evaluated and processed in accordance with the existing Richland County Code of Ordinances, Chapter 26, Land Development, and not the revised regulations contemplated herein.~~

~~(e) Effective Date. All standards and regulations of the new land development code, which is incorporated herein, must be complied with beginning on July 6, 2022 the effective date of the anticipated map amendment adopting ordinance. Applications and submittals accepted prior to July 6, 2022 the effective date of the map amendment adopting ordinance shall be processed in good faith according to Sec. 26-1.9. Transitional Provisions found within the Land Development Code adopted on November 16, 2021.~~

~~SECTION II. — It is hereby enacted that from and after December 1, 2021, no person shall be permitted to apply for any zoning district classification other than a district classification described and regulated in the Land Development Code Rewrite adopted on November 16, 2021.~~

~~SECTION III. — A moratorium on requests for map amendments within County Council District 11 is hereby enacted, so that no person shall be permitted to apply for any zoning district classification other than a district classification described~~

~~and regulated in the Land Development Code Rewrite adopted on November 16, 2021 until the effective date of the map amendment adopting ordinance July 6, 2022.~~

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

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

~~SECTION VI. Effective Date. The provisions of Section II. (Interim Procedures) and Section III of this ordinance shall be effective from and after November 16, 2021 until such time that an amended zone map and any related text amendments are adopted. All other provisions of this ordinance shall become effective upon adoption. All other provisions of this ordinance shall be effective from and after the effective date of the map amendment adopting ordinance May 2, 2022.~~

~~_____ RICHLAND COUNTY COUNCIL~~

~~_____ By:~~

~~_____ Paul Livingston Overture~~

~~Walker, Chair~~

~~Attest this _____ day of~~

~~_____, 2021.~~

~~_____ Michelle M. Onley Anette Kiryle
Interim Clerk of Council~~

~~RICHLAND COUNTY ATTORNEY'S OFFICE~~

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

~~Public Hearing: May 17, 2022 September 28, 2021 TBD~~

~~First Reading: May 03, 2022 September 28, 2021 TBD~~

~~Second Reading: October 19, 2021 TBD~~

~~Third Reading: November 16, 2021 TBD~~



Report of the County Administrator

Special Called – August 29, 2023

UPDATES FOR CONSIDERATION

ADMINISTRATOR'S NOMINATION:

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

1. *Office of the County Administrator - South Carolina Veterans' Affairs Enhancement Plan Grant Letter of Support*: Staff recommends approval of the letter of support of the South Carolina Veterans' Affairs Enhancement Plan Grant for a collaborative project to enhance the TAG Complex at 1 National Guard Rd, Columbia, SC. The grant deadline is September 1, 2023.
2. *Community Planning & Development – Conservation – Mitigation Bank Credit Sales – JLAM Blythewood Investors*: Staff recommends approval of the request by JLAM Blythewood Investors to purchase 3.7 wetland credits for the development of the Richland Logistics Center in Richland County at a rate of \$20,000 per credit.
3. *Community Planning & Development – Conservation – Mitigation Bank Credit Sales – J&C Investments, LLC*: Staff recommends approval of the request by J&C Investments, LLC to purchase 3.9 wetland credits for the expansion of a commercial facility in Lexington County at a rate of \$20,000 per credit.

ATTACHMENTS:

1. Agenda Briefing Office of the County Administrator - South Carolina Veterans' Affairs Enhancement Plan Grant Letter of Support
2. Agenda Briefing Community Planning & Development – Conservation – Mitigation Bank Credit Sales – JLAM Blythewood Investors
3. Agenda Briefing Community Planning & Development – Conservation – Mitigation Bank Credit Sales – J&C Investments, LLC



Report of the County Administrator

Special Called – August 29, 2023

UPDATES TO CONSIDER

ADMINISTRATOR'S NOMINATION:

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3. *Community Planning & Development – Conservation – Mitigation Bank Credit Sales – J&C Investments, LLC*: Staff recommends approval of the request by J&C Investments, LLC to purchase 3.9 wetland credits for the expansion of a commercial facility in Lexington County at a rate of \$20,000 per credit.
4. *Office of the County Administrator - Military Enhancement Plan Grant Proposal - McEntire Joint National Guard Base - Grant Letter of Support*: Staff recommends approval of the letter of support for the grant funding for the modular temporary housing units for dedicated firefighters at McEntire Joint National Guard Base (JNGB).

ATTACHMENTS:

1. Agenda Briefing Office of the County Administrator - South Carolina Veterans' Affairs Enhancement Plan Grant Letter of Support
2. Agenda Briefing Community Planning & Development – Conservation – Mitigation Bank Credit Sales – JLAM Blythewood Investors
3. Agenda Briefing Community Planning & Development – Conservation – Mitigation Bank Credit Sales – J&C Investments, LLC
4. Office of the County Administrator - Military Enhancement Plan Grant Proposal - McEntire Joint National Guard Base - Grant Letter of Support



Agenda Briefing

Prepared by:	Ashiya Myers	Title:	Assistant to the County Administrator
Department:	Administration	Division:	
Date Prepared:	August 17, 2023	Meeting Date:	August 29, 2023
Legal Review	Patrick Wright via email	Date:	August 17, 2023
Budget Review	Abhijit Deshpande via email	Date:	August 21, 2023
Finance Review	Stacey Hamm via email	Date:	August 17, 2023
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Special Called		
Subject	South Carolina Veterans' Affairs Enhancement Plan Grant Letter of Support		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the letter of support of the South Carolina Veterans' Affairs Enhancement Plan Grant for a collaborative project to enhance the TAG Complex at 1 National Guard Rd, Columbia, SC

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There is no fiscal impact associated with the requested letter of support.

Applicable department/grant key and object codes: Not applicable.

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

There are no associated regulations associated with the letter of support.

MOTION OF ORIGIN:

There is no associated motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

The SC Military Department Director of Strategic Initiatives contacted the County Administrator on Tuesday, August 15, 2023 regarding potential grant funding for a collaborative project with the Office of Adjutants General to enhance the TAG Complex at 1 National Guard Road, Columbia, SC. Only counties and municipalities with military installations are eligible to apply, and the grant deadline is September 1, 2023. This proposal is to repurpose an existing facility (formerly the leased Dominion Energy building) for community outreach and improved service member, veteran, and family services and support.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

- Goal 1: Foster Good Governance
 - Objective 1.5: Collaborate with other governments
 - Build relationships with non-governmental organizations, municipalities, state, and federal organizations, across all departments to determine points of parity
- Goal 4: Plan for growth through inclusive and equitable infrastructure
 - Objective 4.3: Create excellent facilities
 - Evaluate how Richland County may support other community partners to provide services to enhance the quality of life for Richland County residents.

ATTACHMENTS:

1. Proposed Letter of Support
2. TAG Complex and Columbia Armory
3. Correspondence from Brad Owens, MG (USA, Ret), Director, Strategic Initiatives

Office of the County Administrator - South Carolina Veterans' Affairs Enhancement Plan Grant Letter of Support: Attachment 1

**RICHLAND COUNTY GOVERNMENT
ADMINISTRATION**

2020 Hampton Street, Suite 4069, Columbia, SC 29204
P 803-576-2050 | F 803-576-2137 | TDD 803-576-2045
richlandcountysc.gov



August 22, 2023

Secretary Todd B. McCaffrey
South Carolina Department of Veterans' Affairs
1800 St. Julian Place
Suite 305
Columbia, SC 29204

Secretary McCaffrey,

Richland County and the Office of the Adjutants General is proposing a collaborative project to enhance the TAG Complex at 1 National Guard Rd, Columbia, SC. The vision is to provide a more welcoming, socially valuable open green space for military – civilian engagements. This proposal is to repurpose an existing facility for community outreach and improved service member, veteran and family services and support. The improvements will create open venues for military museum displays while improving environmental sustainability. This project will benefit our service member, veterans and their families outreach programs throughout the midlands.

With the proximity to Fort Jackson, Shaw Air Force Base, and McEntire Air National Guard Base, the TAG Complex is perfectly located to serve our veterans and their families throughout the midlands. We ask for your approval to fund the first phase of this project through the SC Military Enhancement Plan.

Sincerely,

Leonardo Brown, MBA, CPM
Richland County Administrator

Enclosures



Features

- Fence
- Gate
- Canopy
- Sidewalk
- Pads
- Grounds Maintenance
- Property Boundaries

Buildings

- Non-Permanent
- Permanent

Parking

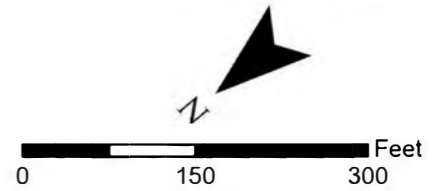
- MOV Paved
- MOV Unpaved
- POV Paved

Roads

- Paved
- Unpaved
- Loading Dock

TAG Complex and Columbia Armory

South Carolina Army National Guard



From: [LEONARDO BROWN](#)
To: [ASHIYA MYERS](#)
Subject: FW: SCVA Enhancement Plan Grant Proposal
Date: Thursday, August 17, 2023 3:38:17 PM
Attachments: [TAG Complex Outline.docx](#)
[TAGCantonmentAerial_2022.pdf](#)

Will you please prepare a briefing document to be listed under Administrator's Nomination for the Aug 29th Agenda. The deadline for the SC Military Dept to apply is Sep 1 2023.? We can talk about it.

LEONARDO BROWN, MBA, CPM

County Administrator
Richland County Government
County Administration Office
brown.leonardo@richlandcountysc.gov

P 803-576-2054 O 803-576-2059

2020 Hampton St.
Columbia, SC 29204
www.richlandcountysc.gov

"Striving for Excellence"

Confidential and Privileged:

Unless otherwise indicated or obvious from the nature of the communication, the information contained herein may be privileged and confidential information/work product. The communication is intended for the use of the individual or entity named above. If the reader of this transmittal is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

If you have received this communication in error or are not sure whether it is privileged, please immediately notify me by return email and destroy any copies, electronic, paper or otherwise, which you may have of this communication.

From: Owens, Brad <Brad.Owens@scmd.sc.gov>
Sent: Tuesday, August 15, 2023 3:48 PM
To: LEONARDO BROWN <BROWN.LEONARDO@richlandcountysc.gov>
Cc: Hamby, Phil <Phil.Hamby@scmd.sc.gov>
Subject: SCVA Enhancement Plan Grant Proposal

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Brown, the South Carolina Department of Veterans Affairs (SCDVA) administers the Military Enhancement Plan Fund. The only entities that can apply are counties and municipalities with military installations. The grant proposal deadline is 1 September. I have written the grant proposal and spoken to SCDVA to clarify the questions that we have recently discussed.

The scope of the proposal is as follows:

The Office of the Adjutants General is proposing a collaborative project with Richland County to enhance the TAG Complex at 1 National Guard Rd, Columbia, SC. The vision is to provide a more welcoming, socially valuable open green space for military – civilian engagements. This proposal is to repurpose an existing facility (formerly the leased Dominion Energy Bldg) for community outreach and improved service member, veteran and family services and support. The improvements will create open venues for military museum displays while improving environmental sustainability. This project will benefit our service member, veterans and their families outreach programs throughout the midlands. With the proximity to Fort Jackson, Shaw Air Force Base, and McEntire Air National Guard Base, the TAG Complex is perfectly located to serve our veterans and their families throughout the midlands.

The total amount of the request is \$2M dollars for the design of the repurposed facility. With this design in hand (a shovel ready project), the Adjutant General will then submit for a \$12M dollar 2024 federal grant in March followed by an additional \$3M dollars from the SCDVA next fall for a total project cost of \$17M dollar site improvement.

I have clarified with SCDVA that the county would need to provide the following:

1. A cover letter explaining the interest and scope of the project (provided just needs your signature)
2. A copy of the county's anti-discrimination policy
3. A copy of the county's organizational budget for the current year
4. The most recent operating financial statement of your organization

I will be the one that signs the application agreeing to provide accountability to the expenditure of funds.

I look forward to sharing with you additional details at our next meeting. Thanks again,

BO

Brad Owens, MG (USA, Ret)
Director Strategic Initiatives
SC Military Department

Sent from [Mail](#) for Windows



Agenda Briefing

Prepared by:	Quinton Epps	Title:	Division Manager
Department:	Community Planning & Development	Division:	Conservation
Date Prepared:	July 25, 2023	Meeting Date:	August 29, 2023
Legal Review	Patrick Wright via email	Date:	August 17, 2023
Budget Review	Abhijit Deshpande via email	Date:	August 21, 2023
Finance Review	Stacey Hamm via email	Date:	August 17, 2023
Approved for consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Meeting/Committee	Regular Session		
Subject	Mitigation Bank Credit Sales		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the request to purchase mitigation credits as listed below:

1. JLAM Blythewood Investors requests to purchase 3.7 wetland credits for the development of the Richland Logistics Center in Richland County at a rate of \$20,000 per credit.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

These mitigation credit sales will generate \$74,000.00 which will be credited to the Transportation Penny Program.

Applicable department/grant key and object codes: 1233100000-461000

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There is no legal concern regarding the sale itself, but the agreement should not be signed by an outside party until it has been reviewed and approved by the County Attorney’s Office and by the County Administrator.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to the recommended entity and amounts to fulfill their permitting requirements.

The total combined transaction value is \$74,000.00 which will be returned to the Penny Program. The County's current credit ledger balance is as follows:

Credit Type	Released County Credits	County Credits Used or Sold	County Reserved Credits	Available County Credits
Wetland	800.000	249.765	100.00	450.235
Stream	30,000.000	26,600.00	3,400.00	0.00

Interim Transportation Director Maloney estimates as currently constituted, the remaining projects in the Transportation Penny program will require 100 wetland credits and 3,400 stream credits. Those numbers would increase if the Penny tax is extended and more projects are added. Based on these estimates, the request for 3.7 wetland credits and 0.0 stream credits will not impact the County's ability to implement the Penny Program. As such, staff recommends approval for the sale of 3.7 wetland credits from the County Credits. This will bring the County's current credit ledger balance to the following which will meet the projected need for the Penny Program:

Credit Type	Released County Credits	County Credits Used or Sold	County Reserved Credits	Available County Credits
Wetland	800.000	253.465	100.00	446.535
Stream	30,000.000	26,600.00	3,400.00	0.00

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

The Mill Creek Mitigation Bank (MCMB) has met and continues to meet portions of all six (6) of the Strategic Goals in the Strategic Planning Report for Richland County dated June 29, 2022 as outlined below:

1. Foster Good Governance – The MCMB began with realistic and achievable goals, a shared vision and agreement with county leadership, using metrics for accountability, in collaboration with other governments, and has been re-evaluated during our annual plans each year.
2. Invest in Economic Development – The MCMB helps to create high paying jobs through planned growth and strategic development projects by providing mitigation where needed to offset environmental impacts to water resources and restore, preserve and enhance our natural resources.
3. Commit to Fiscal Responsibility – The MCMB has been aligned with budget priorities by providing mitigation opportunities at a reduced cost to Richland County, bringing in funds from other sources, and promoting sustainable economic development in Richland County.

4. Plan for Growth through Inclusive and Equitable Infrastructure – The MCMB has been a model for interdepartmental coordination and plans to enable smart growth. It has provided positive outcomes for development along with the preservation of sensitive lands.
5. Achieve Positive Public Engagement – The MCMB has provided and continues to provide wetland and stream credits to many development projects in Richland County and other areas of the state achieving success stories for Richland County.
6. Establish Operational Excellence – The MCMB has met the original goals to provide mitigation credits for the Transportation Penny Program as well as other development projects and to preserve, restore and enhance sensitive lands in Richland County.

ATTACHMENTS:

1. Mill Creek Credit Sales Checklist
2. Richland County Credit Sales Contract Richland Logistics Center

MITIGATION SURPLUS CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Richland Logistics Center
<u>Location:</u>	Richland County, SC
<u>8-Digit HUC Watershed Code</u>	03050106 (Lower Broad River)
<u>Buyer:</u>	Doug Motley, JLAM Blythewood Investors, LP
<u>Permittee:</u>	Doug Motley, JLAM Blythewood Investors, LP
<u>Permittee's USACE 404 Permit #:</u>	SAC-2022-01288
<u>Price Per Wetland Credit:</u>	\$20,000.00
<u>Price Per Stream Credit:</u>	N/A
<u>Wetland Credits:</u>	3.7 credits (1.85 restoration/enhancement & 1.85 preservation)
<u>Stream Credits:</u>	0.00 credits
<u>Credit Proceeds:</u>	\$74,000.00
<u>Fee for Out of Primary Service Area Sale:</u>	\$0.0
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$74,000.00
<u>Penny Program Proceeds Share:</u>	\$74,000.00

AGREEMENT FOR PURCHASE AND SALE OF WETLAND MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF WETLAND CREDITS (this "Agreement") is dated this ____ day of ____, 2023 by and between RICHLAND COUNTY and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and JLAM Blythewood Investors, LP ("Purchaser").

RECITALS

A. The Mill Creek Mitigation Bank (the "Bank") was approved and is being operated pursuant to that certain Final Mitigation Banking Instrument: Mill Creek Mitigation Bank, dated December 22, 2015, United States Army Corps of Engineers - Charleston District (the "Corps") permit number SAC-2014-00222 (the "MBI");

B. Pursuant to the MBI, the Bank may offer wetland and stream credits for sale as compensation for unavoidable adverse impacts to, or for the loss of, among other things, jurisdictional waters of the United States, including wetlands and streams, and other natural habitats and ecosystems, located within that certain geographical service area more particularly depicted on the attached Exhibit A (the "Service Area");

C. Purchaser desires to procure compensatory mitigation in connection with the project known as "Richland Logistics Center" (the "Purchaser's Project") pursuant to USACE Charleston District file number SAC-2022-01288; and,

D. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland mitigation credits pursuant to the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. **Recitals.** The recitals to this Agreement are herein incorporated by reference and made an integral part hereof.

2. Sale of Credits. Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller (a) ONE AND EIGHT-FIVE HUNDREDTHS (1.85) wetland restoration/non-buffer enhancement credits and ONE AND EIGHT-FIVE HUNDREDTHS (1.85) wetland preservation credits (together, the “Wetland Credits”) from the Bank based on the terms and conditions contained herein.

Upon execution of this Agreement, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 3 below) and Purchaser shall remit payment within 14 days of receipt of such invoice. Upon receipt of such payment, Seller will hold Wetland Credits on its ledger for the benefit of Purchaser until such time as Purchaser provides written notice to Seller to deliver the Wetland Credits as provided in Section 4 below (the “Written Notice to Deliver the Wetland Credits”). For avoidance of doubt, upon receipt by Seller of the Purchase Price, the sale of the Wetland Credits to Purchaser shall be final, and shall not be contingent upon receipt by Purchaser of the approval of the Purchaser Project by the applicable regulatory authorities, or upon any other matter.

3. Purchase Price. The purchase price for the Wetland Credits shall be TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of SEVENTY-FOUR THOUSAND DOLLARS (\$74,000.00) (the “Purchase Price”). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Wetland Credits.

4. Delivery of Wetland Credits. Upon receipt of the Written Notice to Deliver the Wetland Credits, Seller shall:

(a) notify the Corps of the completion of the sale using such documentation as required by the Corps necessary to transfer the Wetland Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement, with a copy delivered to Purchaser; and

(b) deliver to Purchaser a bill of sale for the Wetland Credits in substantially the same form as Exhibit B attached hereto.

5. Representations, Warranties and Covenants. Seller hereby warrants and represents to, and covenants with, Purchaser as follows:

(a) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.

(b) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.

(c) Seller has full power and authority to convey the Wetland Credits to Purchaser and to consummate the transactions contemplated herein.

(d) Seller shall deliver the Wetland Credits to Purchaser free and clear of any liens, security interests or other encumbrances.

(e) There is no pending or threatened action or proceeding affecting Seller before any court, governmental agency, or arbitrator that would adversely affect Seller's ability to comply with its obligations hereunder.

(f) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(g) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank.

(h) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is enforceable in accordance with its terms.

(i) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

6. Miscellaneous

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller: Richland County
 Attn: Quinton Epps
 2020 Hampton St, 3rd Floor Rm 3063A
 Columbia, SC 29205

With a copy to:

Parker Poe Adams & Bernstein LLP
Attn: Ray Jones

1221 Main St., Suite 1100
Columbia, SC 29201

Purchaser: JLAM Blythewood Investors, LP
Attn: Doug Motley
246 Rehoboth Ave
Rehoboth Beach, DE 19971
Email: dmotley@jlamre.com

With a copy to:

Saul Ewing LLP
1200 Liberty Ridge Drive, Suite 200
Wayne, PA 19087
Attn: David J. Falcone, Esquire
Email: David.falcone@saul.com

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) Brokerage Commission. Seller and Purchaser each warrant to the other that no broker, agent, salesman or similar person is entitled to a commission or other fee in connection with this transaction.

(c) Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and neither Party shall be bound by representations except as set forth in this Agreement. There are no other agreements or understandings, written or oral, between the parties with regard to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written document executed by both parties.

(d) Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, with the proper venue being Richland County, except to the extent that any applicable federal law or regulation shall supersede South Carolina law in relation to the matters set forth in this Agreement.

(e) Compliance with Applicable Laws. Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.

(f) Severability. The provisions of this Agreement shall be deemed severable

and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(g) Additional Assurances. Both of the parties agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(h) Attorney's Fees. If legal action is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action shall be entitled to recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(i) Nature of Wetland Credits. The sale and conveyance of the Wetland Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest, or ownership of real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty, or liability arising from or incident to ownership of an interest in real property.

(j) Assignability. Except as provided below, neither party hereto may assign its rights and obligations hereunder to any third-party entity without the prior written consent of the other, which may be withheld in the other party's sole discretion. Notwithstanding the foregoing sentence, Seller may assign this Agreement to a third-party entity which (i) purchases the Bank from Seller and assumes the rights, duties, and obligations of "bank sponsor" thereunder, and (ii) assumes in writing the obligations of Seller under this Agreement. Purchaser shall not have the right to consent to an assignment of the type described in the preceding sentence, but Seller shall provide Purchaser written notice of such assignment within 10 days following such assignment. Purchaser may assign its rights and obligations hereunder to any successor in interest of Purchaser or any entity that purchases all or part of the Purchaser's Project provided that party assumes the duties and obligation connected to the Credits, any requirements tied to USACE Charleston District file number SAC-2022-01288, and any state and federal permits related to the Purchaser's Project including, but not limited to, the ACE 404 permit applicable to the Purchaser's Project.

(k) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall together constitute one and the same Agreement. Signed signature pages may be transmitted by facsimile or email and any such signature or electronic signature shall have the same legal effect as an original.

WITNESS the following authorized signatures:

SELLER: RICHLAND COUNTY

By: _____

Printed:

Its:

PURCHASER: JLAM Blythewood Investors, LP

By:

A handwritten signature in black ink, appearing to read "D. A. Motley", written over a horizontal line.

Printed: Douglas A. Motley

Its: Authorized Representative

EXHIBIT A

[Attach map of Service Area]

EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the ____ day of ___, 2023, by MILL CREEK MITIGATION BANK ("Seller"), and JLAM BLYTHEWOOD INVESTORS, LP ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Wetland Mitigation Credits dated _____, 2023 (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Wetland Credits (as defined in the Agreement) held in Seller's Mill Creek Mitigation Bank, Richland County, South Carolina.

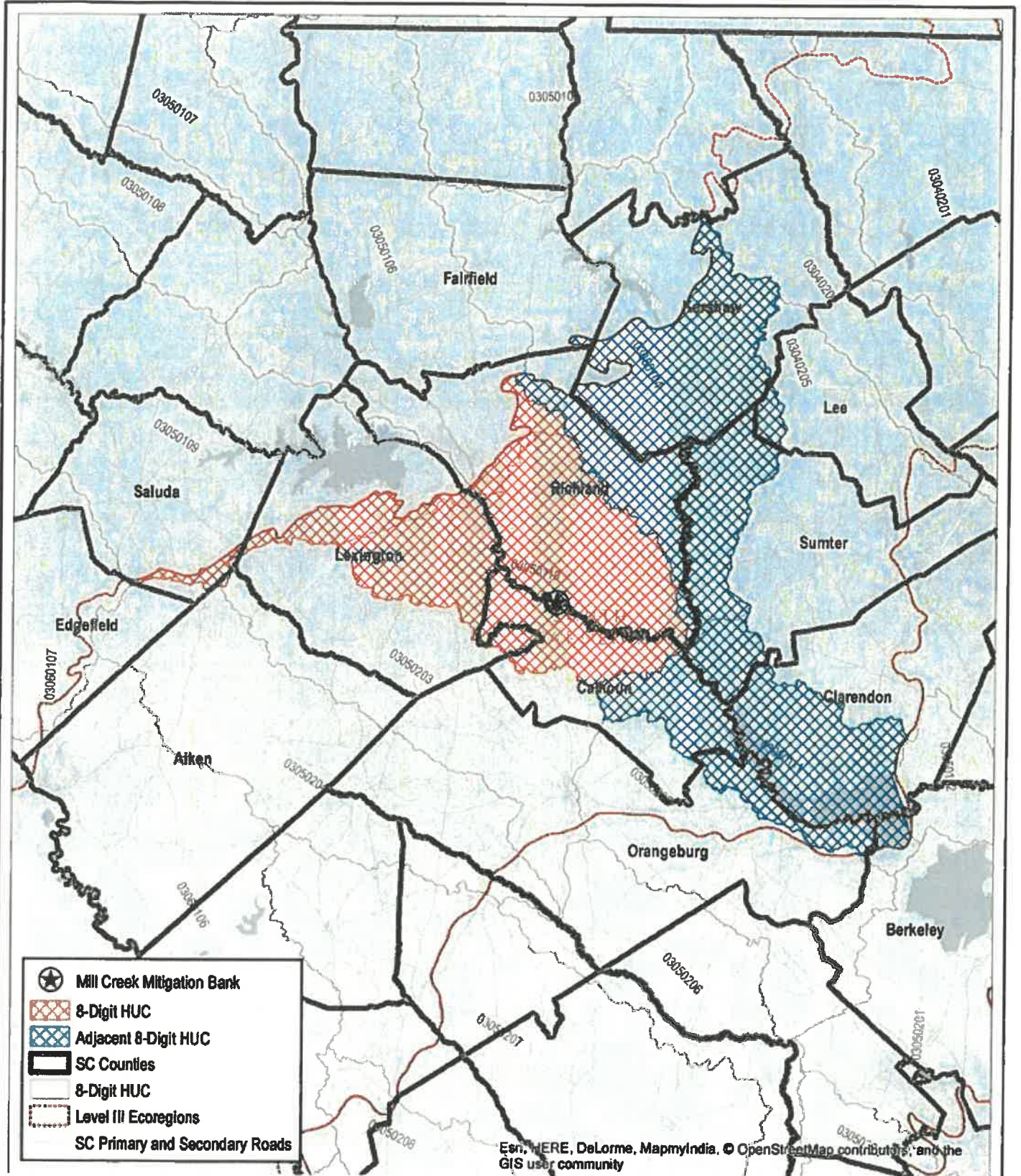
In consideration of the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors, or assigns, ONE AND EIGHT-FIVE HUNDREDTHS (1.85) wetland restoration/non-buffer enhancement credits and ONE AND EIGHT-FIVE HUNDREDTHS (1.85) wetland preservation credits, to have and hold all such Wetland Credits, forever. Witness the following authorized signature:

Richland County

By: _____

Printed:

Its:



- Mill Creek Mitigation Bank
- 8-Digit HUC
- Adjacent 8-Digit HUC
- SC Counties
- 8-Digit HUC
- Level III Ecoregions
- SC Primary and Secondary Roads

Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

TIDEWATER
 A JMT Division
 952 Mountain Northcut Blvd., Suite 100
 Mount Pleasant, SC 29464
 Ph: (843) 656-2024 Fx: (843) 656-4329
 www.JMT.com

Figure 16: Service Area Map
 Mill Creek Mitigation Bank
 Richland County, South Carolina
 Source: ESRI, USGS, EPA
 Date: July 2016

1 inch = 15 miles

0 7.5 15 30 Miles



Agenda Briefing

Prepared by:	Quinton Epps	Title:	Division Manager
Department:	Community Planning & Development	Division:	Conservation
Date Prepared:	August 4, 2023	Meeting Date:	August 29, 2023
Legal Review	Patrick Wright via email	Date:	August 22, 2023
Budget Review	Abhijit Deshpande via email	Date:	August 21, 2023
Finance Review	Stacey Hamm via email	Date:	August 17, 2023
Approved for consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Meeting/Committee	Regular Session		
Subject	Mitigation Bank Credit Sales		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the request to purchase mitigation credits as listed below:

1. J&C Investments, LLC requests to purchase 3.9 wetland credits for the expansion of a commercial facility in Lexington County at a rate of \$20,000 per credit.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

These mitigation credit sales will generate \$78,000.00 which will be credited to the Transportation Penny Program.

Applicable department/grant key and object codes: 1233100000-461000

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

There are no legal concerns with the credit sale itself, but the agreement should not be signed by the outside party before the document is reviewed and approved by the Legal Department and reviewed by the County Administrator.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to the recommended entity and amounts to fulfill their permitting requirements.

The total combined transaction value is \$78,000.00 which will be returned to the Penny Program. The County's current credit ledger balance is as follows:

Credit Type	Released County Credits	County Credits Used or Sold	County Reserved Credits	Available County Credits
Wetland	800.000	253.465	100.00	446.535
Stream	30,000.000	26,600.00	3,400.00	0.00

Interim Transportation Director Maloney estimates as currently constituted, the remaining projects in the Transportation Penny program will require 100 wetland credits and 3,400 stream credits. Those numbers would increase if the Penny tax is extended and more projects are added. Based on these estimates, the request for 3.9 wetland credits and 0.0 stream credits will not impact the County's ability to implement the Penny Program. As such, staff recommends approval for the sale of 3.9 wetland credits from the County Credits. This will bring the County's current credit ledger balance to the following which will meet the projected need for the Penny Program:

Credit Type	Released County Credits	County Credits Used or Sold	County Reserved Credits	Available County Credits
Wetland	800.000	257.365	100.00	442.635
Stream	30,000.000	26,600.00	3,400.00	0.00

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

The Mill Creek Mitigation Bank (MCMB) has met and continues to meet portions of all six (6) of the Strategic Goals in the Strategic Planning Report for Richland County dated June 29, 2022 as outlined below:

1. Foster Good Governance – The MCMB began with realistic and achievable goals, a shared vision and agreement with county leadership, using metrics for accountability, in collaboration with other governments, and has been re-evaluated during our annual plans each year.
2. Invest in Economic Development – The MCMB helps to create high paying jobs through planned growth and strategic development projects by providing mitigation where needed to offset environmental impacts to water resources and restore, preserve and enhance our natural resources.
3. Commit to Fiscal Responsibility – The MCMB has been aligned with budget priorities by providing mitigation opportunities at a reduced cost to Richland County, bringing in funds from other sources, and promoting sustainable economic development in Richland County.
4. Plan for Growth through Inclusive and Equitable Infrastructure – The MCMB has been a model for interdepartmental coordination and plans to enable smart growth. It has provided positive outcomes for development along with the preservation of sensitive lands.

5. Achieve Positive Public Engagement – The MCMB has provided and continues to provide wetland and stream credits to many development projects in Richland County and other areas of the state achieving success stories for Richland County.
6. Establish Operational Excellence – The MCMB has met the original goals to provide mitigation credits for the Transportation Penny Program as well as other development projects and to preserve, restore and enhance sensitive lands in Richland County.

ATTACHMENTS:

1. Mill Creek Credit Sales Checklist
2. Richland County Credit Sales Agreement J&C Investments

MITIGATION SURPLUS CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Zenker Rd Property
<u>Location:</u>	Lexington County, SC
<u>8-Digit HUC Watershed Code</u>	03050109 (Saluda River)
<u>Buyer:</u>	Jeff Pindak, J&C Investments
<u>Permittee:</u>	Jeff Pindak, J&C Investments
<u>Permittee's USACE 404 Permit #:</u>	SAC-2021-01584
<u>Price Per Wetland Credit:</u>	\$20,000.00
<u>Price Per Stream Credit:</u>	N/A
<u>Wetland Credits:</u>	3.9 credits (1.95 restoration/enhancement & 1.95 preservation)
<u>Stream Credits:</u>	0.00 credits
<u>Credit Proceeds:</u>	\$78,000.00
<u>Fee for Out of Primary Service Area Sale:</u>	\$0.0
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$78,000.00
<u>Penny Program Proceeds Share:</u>	\$78,000.00

AGREEMENT FOR PURCHASE AND SALE OF WETLAND MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF WETLAND CREDITS (this "Agreement") is dated this ____ day of ____, 2023 by and between RICHLAND COUNTY and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and J&C Investments, LLC ("Purchaser").

RECITALS

A. The Mill Creek Mitigation Bank (the "Bank") was approved and is being operated pursuant to that certain Final Mitigation Banking Instrument: Mill Creek Mitigation Bank, dated December 22, 2015, United States Army Corps of Engineers - Charleston District (the "Corps") permit number SAC-2014-00222 (the "MBI");

B. Pursuant to the MBI, the Bank may offer wetland and stream credits for sale as compensation for unavoidable adverse impacts to, or for the loss of, among other things, jurisdictional waters of the United States, including wetlands and streams, and other natural habitats and ecosystems, located within that certain geographical service area more particularly depicted on the attached Exhibit A (the "Service Area");

C. Purchaser desires to procure compensatory mitigation in connection with the project known as the "Zenker Road Property" (the "Purchaser's Project") pursuant to USACE Charleston District file number SAC-2021-01584; and,

D. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland mitigation credits pursuant to the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. Recitals. The recitals to this Agreement are herein incorporated by reference and made an integral part hereof.

2. Sale of Credits. Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller (a) ONE AND NINETY-FIVE HUNDREDTHS (1.95) wetland restoration/non-buffer enhancement credits and ONE AND NINETY-FIVE HUNDREDTHS (1.95) wetland preservation credits (together, the “Wetland Credits”) from the Bank based on the terms and conditions contained herein.

Upon execution of this Agreement, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 3 below) and Purchaser shall remit payment within 14 days of receipt of such invoice. Upon receipt of such payment, Seller will hold Wetland Credits on its ledger for the benefit of Purchaser until such time as Purchaser provides written notice to Seller to deliver the Wetland Credits as provided in Section 4 below (the “Written Notice to Deliver the Wetland Credits”). For avoidance of doubt, upon receipt by Seller of the Purchase Price, the sale of the Wetland Credits to Purchaser shall be final, and shall not be contingent upon receipt by Purchaser of the approval of the Purchaser Project by the applicable regulatory authorities, or upon any other matter.

3. Purchase Price. The purchase price for the Wetland Credits shall be TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of SEVENTY-EIGHT THOUSAND DOLLARS (\$78,000.00) (the “Purchase Price”). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Wetland Credits.

4. Delivery of Wetland Credits. Upon receipt of the Written Notice to Deliver the Wetland Credits, Seller shall:

(a) notify the Corps of the completion of the sale using such documentation as required by the Corps necessary to transfer the Wetland Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement, with a copy delivered to Purchaser; and

(b) deliver to Purchaser a bill of sale for the Wetland Credits in substantially the same form as Exhibit B attached hereto.

5. Representations, Warranties and Covenants. Seller hereby warrants and represents to, and covenants with, Purchaser as follows:

(a) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.

(b) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.

(c) Seller has full power and authority to convey the Wetland Credits to Purchaser and to consummate the transactions contemplated herein.

(d) Seller shall deliver the Wetland Credits to Purchaser free and clear of any liens, security interests or other encumbrances.

(e) There is no pending or threatened action or proceeding affecting Seller before any court, governmental agency, or arbitrator that would adversely affect Seller's ability to comply with its obligations hereunder.

(f) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(g) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank.

(h) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is enforceable in accordance with its terms.

(i) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

6. Miscellaneous

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller: Richland County
 Attn: Quinton Epps
 2020 Hampton St, 3rd Floor Rm 3063A
 Columbia, SC 29205

With a copy to:

Parker Poe Adams & Bernstein LLP
Attn: Ray Jones
1221 Main St., Suite 1100
Columbia, SC 29201

Purchaser: J&C Investments, LLC
 Attn: Jeff Pindak
 123 Zenker Rd
 Lexington SC 29072

With a copy to:

J&C Investments, LLC
PO Box 973
Lexington SC 29071

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) Brokerage Commission. Seller and Purchaser each warrant to the other that no broker, agent, salesman or similar person is entitled to a commission or other fee in connection with this transaction.

(c) Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and neither Party shall be bound by representations except as set forth in this Agreement. There are no other agreements or understandings, written or oral, between the parties with regard to the subject matter of this

Agreement. This Agreement shall not be modified or amended except by a written document executed by both parties.

(d) **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, with the proper venue being Richland County, except to the extent that any applicable federal law or regulation shall supersede South Carolina law in relation to the matters set forth in this Agreement.

(e) **Compliance with Applicable Laws.** Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.

(f) **Severability.** The provisions of this Agreement shall be deemed severable and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(g) **Additional Assurances.** Both of the parties agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(h) **Attorney's Fees.** If legal action is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action shall be entitled to recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(i) **Nature of Wetland Credits.** The sale and conveyance of the Wetland Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest, or ownership of real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty, or liability arising from or incident to ownership of an interest in real property.

(j) **Assignability.** Except as provided below, neither party hereto may assign its rights and obligations hereunder to any third-party entity without the prior written consent of the other, which may be withheld in the other party's sole discretion. Notwithstanding the foregoing sentence, Seller may assign this Agreement to a third-party entity which (i) purchases the Bank from Seller and assumes the rights, duties, and obligations of "bank sponsor" thereunder, and (ii) assumes in writing the obligations of Seller under this Agreement. Purchaser shall not have the right to consent to an assignment of the type

described in the preceding sentence, but Seller shall provide Purchaser written notice of such assignment within 10 days following such assignment. Purchaser may assign its rights and obligations hereunder to any successor in interest of Purchaser or any entity that purchases all or part of the Purchaser's Project provided that party assumes the duties and obligation connected to the Credits, any requirements tied to USACE Charleston District file number SAC-2021-01584, and any state and federal permits related to the Purchaser's Project including, but not limited to, the ACE 404 permit applicable to the Purchaser's Project.

(k) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall together constitute one and the same Agreement. Signed signature pages may be transmitted by facsimile or email and any such signature or electronic signature shall have the same legal effect as an original.

WITNESS the following authorized signatures:

SELLER: RICHLAND COUNTY

By: _____

Printed:

Its:

PURCHASER: J&C Investments, LLC

By: Jeff Pindak

Printed: Jeff Pindak, CEO

Its: CEO

EXHIBIT A

[Attach map of Service Area]

EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the ____ day of ____, 2023, by MILL CREEK MITIGATION BANK ("Seller"), and [Purchaser Legal name] ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Wetland Mitigation Credits dated _____, 2023 (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Wetland Credits (as defined in the Agreement) held in Seller's Mill Creek Mitigation Bank, Richland County, South Carolina.

In consideration of the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors, or assigns, ONE AND NINETY-FIVE HUNDREDTHS (1.95) wetland restoration/non-buffer enhancement credits and ONE AND NINETY-FIVE HUNDREDTHS (1.95) wetland preservation credits, to have and hold all such Wetland Credits, forever. Witness the following authorized signature:

Richland County

By: _____

Printed:

Its:



Agenda Briefing

Prepared by:	Ashiya Myers	Title:	Assistant to the County Administrator
Department:	Administration	Division:	
Date Prepared:	August 24, 2023	Meeting Date:	August 29, 2023
Legal Review	Elizabeth McLean via email	Date:	August 24, 2023
Budget Review	Abhijit Deshpande via email	Date:	August 24, 2023
Finance Review	Stacey Hamm via email	Date:	August 24, 2023
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Special Called		
Subject	Military Enhancement Plan Grant Proposal - McEntire Joint National Guard Base		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval of the letter of support for the grant funding for the modular temporary housing units for dedicated firefighters at McEntire Joint National Guard Base (JNGB).

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There is no fiscal impact associated with the requested letter of support.

Applicable department/grant key and object codes: Not applicable.

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

Not applicable.

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

No comments on the information provided.

REGULATORY COMPLIANCE:

There are no associated regulations associated with the letter of support.

MOTION OF ORIGIN:

There is no associated motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Colonel W. Craig Hummel, Commander of the 169th Mission Support Group of the McEntire Joint National Guard Base contacted the Honorable Chakisse Newton of District 11 on Wednesday, August 23, 2023 regarding potential grant funding for modular temporary housing units for dedicated firefighters at McEntire Joint National Guard Base (JNGB) during the renovation of their firehouse. Only counties and municipalities with military installations are eligible to apply, and the grant deadline is September 1, 2023.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:

- Goal 1: Foster Good Governance
 - Objective 1.5: Collaborate with other governments
 - Build relationships with non-governmental organizations, municipalities, state, and federal organizations, across all departments to determine points of parity
- Goal 4: Plan for growth through inclusive and equitable infrastructure
 - Objective 4.3: Create excellent facilities
 - Evaluate how Richland County may support other community partners to provide services to enhance the quality of life for Richland County residents.

ATTACHMENTS:

1. Correspondence from Colonel W. Craig Hummel
2. Proposed Letter of Support
3. Vesta Quote

To: LEONARDO BROWN <BROWN.LEONARDO@richlandcountysc.gov>; ANETTE KIRYLO <KIRYLO.ANETTE@richlandcountysc.gov>; ARIC JENSEN <JENSEN.ARIC@richlandcountysc.gov>; SARAH HARRIS <HARRIS.SARAH@richlandcountysc.gov>
Cc: walter.hummel@us.af.mil
Subject: Information For Council Agenda: McEntire JNGB Military Enhancement Program

Mr. Brown and Ms. Kirylo -

Please find attached the request from McEntire AFNG that we discussed for inclusion in next Tuesday's council agenda.

Copied on this email is Commander Hummel, the McEntire point of contact for the grant. I conveyed to McEntire this afternoon that:

- We will place the item on our agenda for consideration
- Administrative Staff will want to speak with him before the meeting to clarify details and set parameters for the County's involvement
- McEntire will complete the required grant applications/materials and share those with the county for submission.

Please let me know if you have any questions or need additional information. I am happy to assist. I will be attending Tuesday's meeting virtually.

CHAKISSE NEWTON

Richland County Council, District 11

newtonc@richlandcountysc.gov

[803.973.9652](tel:803.973.9652) (mobile)

[803.576.2060](tel:803.576.2060) (office)

Sent from my iPad. Please excuse any typos.

Begin forwarded message:

On Aug 23, 2023, at 3:24 PM, HUMMEL, WALTER C Col USAF ANG 169 MSG/CC <walter.hummel@us.af.mil> wrote:

Councilwoman Newton,

Thank you for taking the time to speak with us this afternoon. Please see attached documents, explaining our proposal.

Page 1 is a draft letter that would come from Richland County. I put Ms Harris' name on as a placeholder.

The remaining pages are the required application to the State Dept Of Veterans Affairs

and supporting explanation of the benefit of approval.

The vendor quote is the second document.

Here is the link to the program to help differentiate it from other Grant programs you all have to consider.

[Military Enhancement Plan Grant Proposal | Veterans' Affairs \(sc.gov\)](#)

Let me know if you have any questions. Thanks again.

Hopefully you can make it to the next Washington DC junket we go on!!

//signed//

W. Craig "Homer" Hummel, Colonel, SCANG

Commander
169th Mission Support Group
McEntire JNGB, SC
DSN 312-583-8202
Comm (803) 647-8202

Dear Secretary McCaffrey,

Please find attached the County's application for the Military Enhancement Grant. The purpose of this request is to fund modular temporary housing units for dedicated firefighters at McEntire Joint National Guard Base (JNGB) during the renovation of their firehouse. McEntire JNGB's firehouse serves as a pivotal hub for emergency response services, ensuring the protection of lives, property, vital military assets and mutual support in the community. Renovation of the firehouse is necessary to enhance its operational efficiency and functionality. However, during the renovation period, the living conditions for our firefighters are adversely affected, potentially impacting their quality of life and ability to provide timely response to emergencies.

To address this challenge, we seek funding support in the amount of **\$432,139.00** for leasing, installation and removal of quality temporary housing facilities. This housing would offer a comfortable and convenient residence for our firefighters, allowing them to remain on-site and maintain their swift response capabilities throughout the renovation period. By providing suitable accommodation, we can ensure their well-being, job performance, and readiness to serve the community effectively.

Furthermore, a direct correlation exists between the quality of life of firefighters and the safety of flight operations at McEntire JNGB. The rapid response of the firehouse is vital to ensure the safety of aviation activities, including flights, takeoffs, and landings. With appropriate temporary housing, firefighters can maintain their optimal response time, thereby contributing to the overall safety of flight operations and the military personnel stationed at McEntire JNGB. This investment will ultimately lead to a safer environment for both the firefighters and the aviation community.

We kindly request your consideration to fund the procurement of quality temporary housing during the firehouse renovation period. Your support in this endeavor would not only bolster the morale and effectiveness of our firefighters but also reinforce the seamless collaboration between our county government and McEntire JNGB.

Thank you for your time and consideration. We eagerly await your response and the opportunity to discuss this proposal in further detail. Ms Sarah Harris, 803-576-2044.

Sincerely

SARAH HARRIS
Director, Richland County Grants Office

Attachments:

1. Grant Application
2. Base Commander Indorsement
3. TAG Indorsement
4. Vesta Modular Housing Quote



Vesta Modular

Government

Phone: 804-316-3203

www.vestamodular.com

McIntyre Fire Dept

Provide Temporary Housing (10) Bedrooms, Kitchen & Lounge

Prepared For: Gerald Crates
Chief
USAF

Eastover, SC
Phone: 803-647-8392
Fax:
gerald.crates.1@us.af.mil

Prepared By: Jimmy Kelley
Sales Manager- Government
jkelly@vestamodular.com

Proposal Contents: Cover Letter
Building Specifications
Scope of Work
Proposal Lease Pricing
Contract and Technical Clarifications

*Vesta Modular Thinking outside the Box!
On Time and On Busget is how we Roll!*

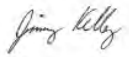
August 2, 2023
Gerald Crates
USAF

Eastover, SC

Dear Chief Crates:

Thank you for the opportunity to work with you on this very important project! At Vesta Modular we have worked dilligently to provide you with the most comprehensive and ideal solution that we can offer. Vesta Modular is a leading provider of both temporary and permanent Modular Buildings. Our portfolio consists of thousands of modular buildings that we lease and sell to customers across North America. In addition, Vesta offers full-service modular general contractor services delivering efficient, turnkey modular buildings from simple offices to multi-story developments. At Vesta Modular, we have the experience to successfully fulfill the most challenging of projects. With our specialized sales, construction services, operations, and project management teams you are in the right hands with Vesta Modular. No project is too challenging for Vestas "Outside of the Box" approach. On-time and on Budget is how Vesta rolls! If you have any questions you can reach me at 804-316-3203.

Respectfully,



Jimmy Kelley
Sales Manager-Government

BUILDING SPECIFICATIONS		
Project Name		USAF Dorm (10-Bedrooms & Offices) Dorm Specs Only
Project Address		Joint Base McIntyre
Modular Units, (Size & Qty):		(9) 12' x 42'
Building Sq. Ft.		4,536
Shipping Height		<14'
Construction Type:		V(b)
Use Group:		R-2
Code:		IBC
State Seal(s):		SC
Engineering Certifications/Stamps:		SC
Floor Load:		150 PSF Dead Load
Wind Load:		150
Risk Category		II
FRAME:	QTY:	
Type:		Outrigger, Sized as Required
Main Beam:		As Required, Minimum Pier Spacing @ 10' O.C.
Hitch:		Bolt On
Axles:		As Required to Safely Transport the Modular Units
Tires:		New Tires Only 12 Ply Minimum
FLOOR:	QTY:	
Bottom Board:		Shepweave II or equal
Insulation:		R-30 Unfaced Fiberglass Batt
Joists:		2" x 8" #2 @16" O.C.
Decking:		3/4" T&G Plywood/OSB Sheathing
Finish:		1/8" Vinyl Composition Tile
Cove Base:		4" Vinyl Cove Base
EXTERIOR WALLS	QTY:	
Framing		2"x6" #2 @ 16"O.C.
Interior Finish		5/8" Vinyl Clad Gypsum
Misc:		With Matching Vinyl Battens
Sheathing:		1/2" CDX Plywood/OSB
Insulation:		R-21 Unfaced Fiberglass Batt
Exterior Finish:		5/8" "LP" Smartside Panel
Skirting:		To Match Siding, Assume 48" High Average
INTERIOR WALLS	QTY:	
Finish:		5/8" Vinyl Clad Gypsum
Finish:		With Matching Vinyl Battens
Misc:		Top of Walls to Stop at 6" Above Suspended Ceiling
Sound Insulation:		R-11 sound reduction batts
Plenum Walls		Floor to Ceiling Full Module Width
ROOF:	QTY:	
Framing:		Transverse Ridge Truss
Roof Load:		20# Roof Live Load
Posts:		No Exposed Posts, Concealed in Walls
Finish:		Suspended Ceiling (24"x24" Tile) in Steel Grid, Square Edge (Not Depicted in photos)
Misc:		Suspended Ceiling Installed by MFG, Vesta to Complete Matelines on Site
Ceiling Height:		8'-0" A.F.F.
Sub-Ceiling:		None (Netting to Hold Up Insulation)
Insulation:		R-38 Unfaced
Roofing:		45 MIL EPDM (White)
Mansard:		None
INTERIOR & EXTERIOR DOORS:	QTY:	
Exterior Door:		36 x 80 Commercial Insulated Hollow Metal with Steel Jamb
Vision Panel		5" x 20" Vision Panel

CONFIDENTIALITY NOTICE: This proposal is for exclusive and confidential use by customer and is the property of Vesta Modular and not to be distributed or copied without written authorization by

BUILDING SPECIFICATIONS		
Hardware		Lever Lockset
Hardware		Hydraulic Door Closers
Hardware		Panic Hardware
Hardware		Best Compatible Lockset 7 pin small format
Keying		Master Keying with Construction Cores
Quantity:		Total
Interior Door:		36 x 80 Hollow Metal Steel Door, Steel Jamb
Hardware		Levered Passage Locksets
Quantity:		Total
Hardware		Ball-Bearing/Self Closing Hinges
Interior Door:		36 x 80 Hollow Metal Steel Door, Steel Jamb
Hardware		Levered Keyed Locksets (Privacy)
Quantity:		Total
Interior Door:		Prehung, Prefinished Solid Core Wood, Steel Jamb Half door with shelf per plans
Hardware		Levered Passage Locksets
Rough Opening		40" diameter rough opening per plans
WINDOWS:	QTY:	
Windows:		None
ELECTRICAL:	QTY:	
Subpanels		120/240 V 150Amp. 1-Phase 60 HZ, 3-wire
Quantity:	3	Total
Wiring:		Copper Romex (12-2 W/G Min) Type NM-B
Interior Lights:		48" (2) Tube LED Troffer Lighting (See Electrical Spec Attached)
Exterior Lights		Photocell controlled exterior full cut-off LED fixtures above each exterior door and along each side of the modular
Exit Lighting		Exit Lights as Required
Emergency Lights		Emergency Lights as Required
Receptacles		110 Volt 20 Amp
Telecommunications		3/4" EMT Rough-In Stub Above the Ceiling or Below the Floor
Data		3/4" EMT Rough-In Stub Above the Ceiling or Below the Floor
Fire Alarm:		3/4" EMT Rough-In Stub Above the Ceiling or Below the Floor
PLUMBING:	QTY:	
Water Closet:		China Tank Type (Handicapped)
Lavatory:		China Wall Hung
Water Heater:		Electric Storage Tank, Sized as Required
Shower:		36"X36" One Piece Fiberglass with Curtain (Handicapped)
Miscellaneous Sink		Double Bowl Stainless Steel
Floor Drain:		3" PVC
SUPPLY:		PEX
DWV:		Schedule 40 PVC
Restroom Accessories:		Grab Bars
Restroom Accessories:		Soap Dispenser
Restroom Accessories:		18"W x 24"H Stainless Steel Frame Mirror
Restroom Accessories:		All Restroom Accessories Shall Be "Bobrick" or Equal
H.V.A.C.	QTY:	
Heating/Cooling:		Wall Mounted "Bard" or Equal with Electric Resistant Heat Strip, Sized as Required
Heating/Cooling:		PTAC units in individual sleeping rooms
Thermostat		Auto Change Over Heat/Cool with 7 Day Clock and Override Timer
FIRE SUPPRESSION	QTY:	
Fire Sprinkler:		Complete Wet Sprinkler System with Riser
Note:		Manufacturer Shall Furnish and Install in the Factory and On Site
MISCELLANEOUS	QTY:	

BUILDING SPECIFICATIONS		
OPTIONAL STATE CERTIFICATIONS:		
OPTIONAL ITEMS:	QTY:	
NOTES:		
Note 1:		Need Production Schedule
Note 2:		All Pricing Shall be Valid for 60 Days

SCOPE OF WORK				
Description	Details	Client	Vesta	Not Proposed
DIVISION 0 MODULAR CONSTRUCTION				
Building				
Modular Building	Furnish labor and materials per attached Drawings		X	
Transportation				
Transport Modular Units to the Project Site Staging Area			X	
Installation				
Building Setup (Truck Set)	Provide required labor, materials and equipment to truck set the modular units onto the building foundation		X	
Anchor Modular Units	Furnish and install "Minute Man" Anchor or Equal. Anchors shall be either Augured, Cross drive or Embedded in Concrete. Contractor shall provide steel strapping for anchor and attach to the building as required by code and manufacturers instructions		X	
Install Crawl Space Vents	Vesta Modular shall furnish and install crawl space vents as required by drawings and applicable code. If the vents are power vents an electrical contractor shall wire		X	
Remove Axles/Tire	Axles and tires to be removed and stockpiled on site. Removal is by Setup Contractor		X	
Remove Hitches	Hitches shall be removed and stored under the building		X	
Skirting Framing and Face Material	Furnish and Install Treated Wood Framing attached to the Underside of the Buildings to Grade. Bottom Plate to be anchored to grade per drawings and industry standards. Face material shall be furnished by the Vesta Modular or others as outlined in the DOR		X	
DIVISION 1 GENERAL REQUIREMENTS				
Architecture/Engineering & Testing				
Modular Building Drawings	Modular shop drawings, State 3rd party approved in accordance with applicable state and national model codes and project requirements		X	
Architectural Fees	Architecture of Record, Including but not limited to modular building and other building drawings. Modular building drawings to be furnished by Vesta Modular.	X		
Civil Engineering Fees	Site plan including but not limited to existing/proposed grading plan, site development, landscaping, etc. in accordance with specific codes and project requirements	X		
Structural Engineering Fees - Foundations	Foundation structural drawings in accordance with applicable project and code requirements		X	

SCOPE OF WORK				
Description	Details	Client	Vesta	Not Proposed
Structural Engineering Fees	Complete structural drawings with exception of building foundations. All drawings shall be in accordance with applicable codes and project requirements. Specifically the walkway that extends from the modular building to the hospital	X		
Geotechnical Fees	Complete geotechnical testing at site and develop a comprehensive report with recommendations in accordance with applicable codes and project requirements	X		
MEP Engineering Fees	Complete MEP drawings with exception to the building envelope plans and schematics provided by the modular Vesta Modular. All drawings shall be in accordance with applicable codes and project requirements. Specifically the conditioned air for the connecting walkway	X		
Surveying	Complete a survey with a topo map of the required project area including survey limits, range, contours, all surface features and underground utilities within the area to be surveyed shall be shown and identified on the maps. In addition, these features shall be located by sufficient distance ties and labeled on the sheets to permit accurate scaling and identification. Establish project benchmarks and corner locations of the building(s).	X		
SWPPP Planning/Design	Provide a complete SWPPP plan and details for work necessary prior, during and after proposed construction. All plans and details shall be in accordance with applicable codes	X		
Soil Testing	Provide soil testing services during construction as required	X		
Concrete Testing	Provide labor and materials to complete slump and compressive testing in accordance with code and project requirements	X		
Permits, Fees, Bonds, Labor				
Building Permits	As Required	X		
Site Permit	As Required	X		
Electrical Permit	As Required	X		
Plumbing Permit	As Required	X		
Fire Suppression Permit	As Required	X		
HVAC Permit	As Required	X		
Sales Tax	Not Included in pricing	X		
Prevailing Wage	Non Union / Prevailing Wage	X		
Temporary Labor & Facilities				

SCOPE OF WORK				
Description	Details	Client	Vesta	Not Proposed
Site Clean Up Labor	For clean-up of Vesta Modular scope of work and debris only		X	
Building Clean Up Labor	For clean-up of Vesta Modular scope of work and debris only		X	
Final Building Cleaning & Polish		X		
Dumpsters		X		
Portable Restroom Stalls	For Jobsite workers per OSHA	X		
Portable Handwash Stations	For Jobsite workers per OSHA	X		
Equipment				
NONE	Not Proposed or Included in this Scope of Work			
Safety & PPE				
Fire Extinguishers for Construction	Located in the modular construction office, at each generator location and at each exit in the proposed building during construction		X	
Safety Signage	Including but not limited to construction, wage, safety signage. Also includes a site MSDS and safety manuals	X		
Safety PPE	Including but not limited to hardhats, eye protection, safety vests. All workers shall be properly equipped by their company per OSHA		X	
First Aid Kits	Appropriate size first aid kits located in the construction trailer and at each building exit in the proposed building to be constructed		X	
Potable Drinking Water	Potable drinking water with individual drinking cups to be provided in the construction trailer and at each proposed building to be constructed		X	
Eye Wash Kits	Eye wash kits shall be located at each building exit in the proposed building to be constructed		X	
Site Controls & Utilities				
NONE	Not Proposed or Included in this Scope of Work			
Construction Fencing		X		
Subsurface Dewatering	Dewater Excavations as Required by Code, Inspectors or Designing Engineer	X		
Rock/Debris Excavation	Remove Rock or Other Debris as required by Code, Inspectors or Designing Engineer	X		
Construction Office Supplies				
Printers, Computers, Air Cards & Phones	For Vesta Modular contractors only		X	
Copy Services	For Vesta Modular contractors only		X	
Project Management				

SCOPE OF WORK				
Description	Details	Client	Vesta	Not Proposed
Project Manager	Vesta Modular Project Manager has overall responsibility of the project budget and schedule. The Project Manager will be the POC for the client with any specific clarifications, change orders, schedule adjustments, etc		X	
Project Superintendent	Vesta Modular's Project Superintendent will be on site daily during when any work is being complete on-site by Vesta Modular. The Project Superintendent is responsible for managing day to day Vesta Modular project activities, coordination and communication with Vesta Modular Project Manager and Other Project Superintendents		X	
QA/QC Manager	The QA/QC manager is responsible to review the drawings, specifications and submittals to insure all work in in accordance with applicable documents and codes. This person shall enforce a QA/QC plan and coordinate any code or client inspections. At Vesta Modular option, depending on the project size and requirements this person may be a designated individual or be the project superintendent assigned by Vesta Modular		X	
Safety Manager	The Safety Manager is responsible to enforce OSHA, EM385 and Vesta Modular's Safety Procedure/Plan. This includes tool box meetings, safety planning and safety enforcement. At Vesta Modular option, depending on the project size and requirements this person may be a designated individual or be the project superintendent assigned by Vesta Modular		X	
Site Security		X		
Submittals & Plans				
Safety Plan	Vesta Modular will have on site available a safety plan. All Vesta Modular contractors shall be responsible for understanding the requirements outlined in the safety manual in accordance by OSHA, EM385 and/or Vesta Modular Safety Manual as required.		X	
DIVISION 2 SITE CONSTRUCTION				
NONE	Not Proposed or Included in this Scope of Work			
Site Clearing		X		
Site Demolition		X		
Storm Drainage		X		
Pest Control		X		
DIVISION 3 CONCRETE				
Foundations and Footings				

SCOPE OF WORK				
Description	Details	Client	Vesta	Not Proposed
Foundation and Footing Layout	Surveyor shall identify the building corners, the foundation contractor shall layout the complete foundation	X	X	
Slabs, Sidewalks, Pads and Curbs				
NONE	Not Proposed or Included in this Scope of Work			
DIVISION 4 MASONRY				
CMU Piers and ABS Pad	24" x 24" ABS pad minimum installed on a site properly prepared and leveled for the pad installed. CMU block shall be a maximum 32" high with block bond		X	
DIVISION 5 METALS				
DIVISION 6 WOODS AND PLASTICS				
DIVISION 7 THERMAL AND MOISTURE PROTECTION				
EPDM Roofing	Vesta Modular shall furnish and install EPDM roof as per material supplier details and drawings. Vesta Modular shall Shiploose the necessary roofing, blocking, etc. so that the Vesta Modular can complete the roof seam. All work shall be installed in accordance with material supplier details and drawings to maintain warranty		X	
Gutter/Downspouts	Furnish and install continuous aluminum gutters and downspouts to grade on a concrete splash block	X		
Vapor Barrier in Crawl Space	Furnish and install 6Mil plastic vapor barrier with a minimum 12" overlap and seams taped.	X		
DIVISION 8 WINDOWS AND DOORS				
Exterior Metal Doors and Frames	Vesta Modular shall furnish and install doors, frames and hardware. Any doors, frames and hardware that is located on the mateline shall be Shiploose by the Vesta Modular and installed by the Vesta Modular. Once the building is setup and all doors installed Vesta Modular shall inspect and adjust any door to insure proper operation.		X	
Operable Exterior Windows (Vinyl)	Building Manufacturer shall furnish and install windows and hardware. Any windows and hardware that is located on the mateline shall be Shiploose by the building manufacturer and installed by the setup contractor. Once the building is setup and all windows are installed, the setup contractor shall inspect to insure proper operation.		X	

SCOPE OF WORK				
Description	Details	Client	Vesta	Not Proposed
Interior Solid Core Doors (Paint Grade)	Vesta Modular shall furnish and install doors, frames and hardware. Any doors, frames and hardware that is located on the mateline shall be Shiploose by the Vesta Modular and installed by the Vesta Modular. Once the building is setup and all doors installed the Vesta Modular shall inspect and adjust any door to insure proper operation.		X	
DIVISION 9 FINISHES				
Vinyl Composition Tile	Vesta Modular shall furnish and install vinyl tile per applicable building specifications. Any selected rooms and/or mateline seams identified for Shiploose shall be installed by the designated contractor.		X	
Vinyl Clad Gypsum	Building manufacturer shall furnish and install vinyl clad gypsum per applicable building specifications. Any selected rooms and/or mateline seams identified for Shiploose shall be installed by the designated contractor.		X	
Suspended Ceiling	Building manufacturer shall furnish, install suspended ceiling per applicable building specifications. Any selected rooms and/or mateline seams identified for Shiploose shall be installed and finished by the designated contractor.		X	
Floor Cove Base	All labor and materials to supply and install cove base shall be by the designated contractor on-site. If Required		X	
Exterior Siding and Trim Painting	Building manufacturer shall paint exterior per applicable building specifications. Any necessary touchup shall be completed by the designated contractor.		X	
DIVISION 10 SPECIALITIES				
NONE	Not Proposed or Included in this Scope of Work			
Fire Extinguishers	All labor and materials to supply and install fire extinguishers shall be by the designated contractor on-site.	X		
DIVISION 11 EQUIPMENT				
NONE	Not Proposed or Included in this Scope of Work	X		
DIVISION 12 FURNISHINGS				
NONE	Not Proposed or Included in this Scope of Work			
DIVISION 13 INFLEET BUILDING MODIFICATIONS				
NONE				
DIVISION 14 CONVEYING SYSTEMS				
NONE	Not Proposed or Included in this Scope of Work			

SCOPE OF WORK				
Description	Details	Client	Vesta	Not Proposed
DIVISION 15 MECHANICAL				
Plumbing - Water				
Plumbing Water Service - Site	Provide labor, materials and equipment to load, deliver, unload, install and inspect the plumbing water from the existing source to a single designated location in the proposed building crawl space for the project. All work shall be in accordance with applicable codes and include but not limited to layout, excavation, backfill, compaction.	X		
Plumbing Water Service - Manifolding	Provide labor, materials and equipment to manifold all plumbing water lines located below each fixture to a single point and connect to the main water service stub located in the proposed building crawl space for the project. All work shall be in accordance with applicable codes and includes layout, piping, fittings, valves, hangers, etc	X		
Plumbing Water Crossover Connections at the Mateline	Vesta Modular shall furnish all install all water lines to each fixture as required by code. The Vesta Modular shall terminate water piping at the modular mateline and allow enough work area for a cross-over connection. Vesta Modular's plumbing contractor shall provide the labor and materials to complete the water line connection at the mateline.s as required.	X		
Plumbing Pipe Insulation	Furnish and Install plumbing insulation as required by code	X		
Heatrace of water lines	Heat trace water lines in accordance with all applicable codes	X		
Plumbing - Sanitary Sewer				
Plumbing Sanitary Sewer Service - Complete	Provide labor, materials and equipment to load, deliver, unload, install and inspect the plumbing sewer line from the existing source to a single designated location in the proposed building crawl space for the project. All work shall be in accordance with applicable codes and include but not limited to layout, excavation, backfill, compaction.	X		
Fire Suppression				
Fire Sprinkler - Building	Fire Sprinkler contractor shall design, furnish and install a complete fire sprinkler system per applicable building specifications. Work shall be include all piping, heads, alarms, risers, backflow preventers, etc. Building fire sprinkler shall terminate to a riser flange 1'-0" AFF for complete connection to existing fire water service by client	X		

SCOPE OF WORK				
Description	Details	Client	Vesta	Not Proposed
Fire Sprinkler Main Service Line	Provide labor, materials and equipment to load, deliver, unload, install and inspect the fire water from the existing source to a single designated location in the proposed building riser flange 1'-0" AFF. All work shall be in accordance with applicable codes and include but not limited to layout, excavation, backfill, compaction.	X		
Heating, Ventilation and Air Conditioning				
Change HVAC Filters for Turnover	Change HVAC filters as part of final closeout and turnover to the client		X	
Test & Balance HVAC Units	Test and Balance HVAC units for proper operation as part of close-out and client turnover		X	
DIVISION 16 ELECTRICAL				
Electrical Service				
Electrical Service - Complete	Complete electrical service from existing power source to the proposed building. Includes, excavation, conduit, wire, transformers, disconnects, switchgear, inspections and tie-ins.	X		
Electrical Site				
Site Area Lighting		X		
Electrical Building				
Install Shiploose Exterior Lights	Vesta Modular shall provide the materials for the specified lights. Any labor, tools, permits, fees to install the Shiploose light is the responsibility of the project electrical contractor.	X		
Drop LED Lights into Grid	Vesta Modular shall prewire the lay-inLED troffer lights. Any labor, tools, permits, fees to drop the lights into the suspended ceiling grid is the responsibility of the electrical contractor.	X		
Install Shiploose Exit/Emergency Lights	Vesta Modular shall provide the materials for the specified exit and emergency lights. Any labor, tools, permits, fees to install the Shiploose light is the responsibility of the electrical contractor.	X		
Wire Crawl Space Power Vents	Building manufacturer shall provide power j-boxes for crwl space heaters and fans. The powered heaters/fans shall be supplied and installed by the site electrical contractor	X		
Telephone, Data, Television				
Telephone - Boxes and Conduits	Vesta Modular shall furnish and install a an individual device box in the wall with a 3/4" conduit stub and pull string located below the floor or above the ceiling.		X	

SCOPE OF WORK				
Description	Details	Client	Vesta	Not Proposed
Telephone	Labor and Materials to complete the conduit from the building manufacturer stub, the wiring, device installation and testing the system to complete the system.	X		
Data - Boxes and Conduits	Vesta Modular shall furnish and install a an individual device box in the wall with a 3/4" conduit stub and pull string located below the floor or above the ceiling.		X	
Cable - Boxes and Conduits	Vesta Modular shall furnish and install a an individual device box in the wall with a 3/4" conduit stub and pull string located below the floor or above the ceiling.		X	
Cable Television	Labor and Materials to complete the conduit from the building manufacturer stub, the wiring, device installation and testing the system to complete the system.	X		
Security				
Key Card Access System - Boxes and Conduit Stub	Vesta Modular shall furnish and install a an individual device box in the wall with a 3/4" conduit stub and pull string located below the floor or above the ceiling.		X	
Key Card Access System	Labor and Materials to complete the conduit from the building manufacturer stub, the wiring, device installation and testing the system to complete the system.	X		
Security Alarm - Boxes and Conduit Stub	Vesta Modular shall furnish and install a an individual device box in the wall with a 3/4" conduit stub and pull string located below the floor or above the ceiling.		X	
Security Alarm	Labor and Materials to complete the conduit from the building manufacturer stub, the wiring, device installation and testing the system to complete the system.	X		
CCTV - Boxes and Conduit Stub	Vesta Modular shall furnish and install a an individual device box in the wall with a 3/4" conduit stub and pull string located below the floor or above the ceiling.		X	
CCTV	Labor and Materials to complete the conduit from the building manufacturer stub, the wiring, device installation and testing the system to complete the system.	X		
Public Address, Mass Notification				
NONE	No materials or labor is included or proposed in this scope of work	X		X
Fire Alarm				
Fire Alarm - Boxes and Conduit	Building manufacturer shall furnish and install a an individual device box in the wall with a 3/4" conduit stub and pull string located below the floor or above the ceiling.		X	

SCOPE OF WORK				
Description	Details	Client	Vesta	Not Proposed
Fire Alarm	Labor and Materials to complete the conduit from the building manufacturer stub, the wiring, device installation and testing the system to complete the system.	X		
Flow Alarm for Fire Sprinkler	Connect Fire Sprinkler Flow Alarm to the Fire Alarm As Required	X		
OPTIONS				

PROJECT SCHEDULE

To be determined			

PROPOSAL CLARIFICATIONS

<ul style="list-style-type: none"> ▪ 	<p>This Proposal is strictly budgetary and does not represent a firm offer or contractual agreement.</p>
<ul style="list-style-type: none"> ▪ 	<p>Vesta Modular’s Proposal, in its entirety, shall be included and made a part of any contract resulting from this Proposal. In the event of conflict, the contents of the Proposal shall be considered binding upon the parties and supersede any and all other documents.</p>
<ul style="list-style-type: none"> ▪ 	<p>This Proposal is based on Vesta Modular providing mobile/modular equipment solely in accordance with the specifications, scope of work, and delineation of responsibilities provided to Customer by Vesta Modular.</p>
<ul style="list-style-type: none"> ▪ 	<p>Vesta Modular’s delivery, installation, modification and removal of the equipment described in this proposal is subject to delays due to fire, flood, windstorm, riot, civil disobedience, strike, failure to secure materials from the usual source of supply, Act of God, or any other circumstances beyond Vesta Modular’s control.</p>
<ul style="list-style-type: none"> ▪ 	<p>The definitive project completion schedule shall be mutually negotiated and agreed to by the parties upon execution of an agreement.</p>
<ul style="list-style-type: none"> ▪ 	<p>Customer will provide free and clear access for delivery, installation and removal of the equipment by standard mobile transport vehicles. The Customer will be solely responsible for preparation of the site on which the equipment is to be used, including any required structural or grade alterations. The Customer will provide firm and level ground on no more than a six-inch (6”) slope from one end to the other for safe and unobstructed installation for the equipment. Vesta Modular ASSUMES NO LIABILITY NOR OFFERS ANY WARRANTY FOR THE FITNESS OR ADEQUACY OF, OR THE UTILITIES AVAILABLE AT THE SITE.</p>
<ul style="list-style-type: none"> ▪ 	<p>Vesta Modular will furnish its standard insurance certificate evidencing statutory Workers’ Compensation, General Liability coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate per policy, and Auto Liability with combined single limits of \$2,000,000, to be effective while Vesta Modular is working on the project site. The Customer and the property owner only shall be named on the Certificate as additional insureds with respect to liability coverage. Vesta Modular’s insurance is primary with respect to its scope of work only. Waivers of subrogation and copies of policies will not be provided. Notices of cancellation will be provided in accordance with the provisions of the policy. Vesta Modular will indemnify Customer against loss or liability to the extent where the cause or causes of said loss or liability are through the proven negligence or willful misconduct of Vesta Modular.</p>
<ul style="list-style-type: none"> ▪ 	<p>Risk of loss shall transfer to the Customer upon delivery of the Equipment to the Site</p>
<ul style="list-style-type: none"> ▪ 	<p>Neither Party will be responsible for or accept any claims and demands for loss of profits or other incidental, consequential, liquidated and/or punitive damages arising out of or in connection with this Agreement.</p>
<ul style="list-style-type: none"> ▪ 	<p>From the date of the initial delivery of any equipment delivery to the project site until the date of equipment removal from the site, the Customer shall provide, maintain and provide a certificate of insurance evidencing: (a) Commercial General Liability Insurance with a minimum combined single limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate, written on an Occurrence Form, including coverage for bodily injury / death to any person, premises, operations, contractual liability, broad form property damage liability, naming Vesta Modular as the additional insured and (b) Commercial Property Insurance protecting against loss and damage, at the full Insurance Value, as a result of any peril or casualty, including flood, naming Vesta Modular as loss payee. The Customer shall indemnify, defend and hold Vesta Modular harmless from and against any loss or liability resulting from property damage (leased equipment and third party), bodily injury, and/or death. Customer may self-insure the obligations contained herein with Vesta Modular Risk Department approval.</p>
<ul style="list-style-type: none"> ▪ 	<p>Customer will provide Vesta Modular at least sixty (60) days prior written notice of the date on which the equipment is to be returned.</p>

PROPOSAL CLARIFICATIONS

<ul style="list-style-type: none"> ▪ 	<p>If Customer terminates this Agreement prior to the expiration of the minimum lease term, Customer unconditionally agrees to pay a lease cancellation charge equal to the remaining payments for the unfulfilled minimum lease period, any applicable charges for services or modification performed by Vesta Modular, any applicable charges related to value added products such as steps, ramps and furniture, plus return delivery and tear down charges.</p>
<ul style="list-style-type: none"> ▪ 	<p>If Customer continues to possess or occupy the equipment after the expiration or the initial and any lease renewal term, Customer will be deemed to have renewed this lease on a month-to-month basis at its then-current monthly rental rate plus 10% and further subject to the terms and conditions hereof. Customer or Vesta Modular may terminate any such month-to-month renewal upon thirty (30) days written notice. Vesta Modular may adjust teardown and return charges if any renewal or month-to-month term exceeds three (3) months.</p>
<ul style="list-style-type: none"> ▪ 	<p>The Customer shall return the equipment in the same condition as delivered, normal wear and tear excepted. Damages beyond normal wear and tear shall be for the Customer's account. The Customer will not move or in any way modify the equipment without the written consent of Vesta Modular. Notwithstanding Vesta Modular's consent to Customer's modification of the equipment, the Customer is liable for the cost of the removal of such modification or restoration of the equipment to its original specification and code compliance upon the termination of this Agreement.</p>
<ul style="list-style-type: none"> ▪ 	<p>The Customer will be responsible for the replacement of light bulbs and HVAC filters, janitorial services, snow removal, water diversion and other minor repairs. Damage to the equipment due to water infiltration is not normal wear and tear.</p> <p>The Customer shall provide Vesta Modular notice of defects in, or other proper objections to, the equipment. Vesta Modular will correct such deficiencies within a reasonable time period. The Customer shall not proceed with corrections without the prior written approval of Vesta Modular.</p>
<ul style="list-style-type: none"> ▪ 	<p>LIMITATION OF WARRANTIES. Vesta Modular warrants the equipment installation shall be free from defects in material and workmanship for the original lease period, provided such defects are not caused by or attributable to Customer use, misuse, abuse or neglect. Customer's sole and exclusive remedy with respect to any breach of the foregoing warranty is the repair or replacement to be performed by Vesta Modular or its designated subcontractor. EXCEPT AS SET FORTH IN THIS PARAGRAPH, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF ANY KIND, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, ARE HEREBY EXCLUDED.</p>
<ul style="list-style-type: none"> ▪ 	<p>Unless a proper tax exemption certificate is approved by Vesta Modular Risk Management, Customer will pay or reimburse Vesta Modular for all sales, use, personal property and other taxes, fees or assessments related to the Equipment, its use or value, excluding taxes relating to income. The prices quoted herein exclude any and all such taxes, fees and assessments, and they will be delineated as a separate line on the Vesta Modular invoice at time of billing.</p>
<ul style="list-style-type: none"> ▪ 	<p>The Customer agrees to comply with, perform and execute all laws, rules, regulations or orders of any federal, state or local government (including laws governing toxic waste, hazardous substances and other environmental risks) which in any way affect or are applicable to any of the equipment or to the use, operation, maintenance or storage thereof, and to indemnify and hold Vesta Modular harmless from and against any and all fines, seizures, penalties and liabilities that may arise from any violation of any such law, rule, regulation or order by the Customer, its employees or agents or that may result from the use, possession, operation, custody, control or condition of any of the equipment.</p>
<ul style="list-style-type: none"> ▪ 	<p>Customer may not assign this Agreement or sublet, rent or otherwise hire out or transfer possession of any of the equipment to any person or entity other than Vesta Modular, without the prior written consent of Vesta Modular. Vesta Modular may assign this Agreement and the rentals reserved under this Agreement.</p>
<ul style="list-style-type: none"> ▪ 	<p>This Agreement shall be construed as to its construction, interpretation and effect by the laws of the State of Michigan without regard to principles of choice of laws.</p>

PROPOSAL CLARIFICATIONS

This proposal is based on Vesta Modular providing a building, which meets or exceeds the requirements for the State of FL.

- Any additional requirements or directives by local inspectors and/or other agencies shall be the responsibility of the Customer, and the Customer shall be responsible for providing such information to Vesta Modular.
- The Customer shall be responsible for site security.

Site:

- Vesta Modular assumes the minimum required distance from any and all assumed and/or common property lines.
- Vesta Modular shall not be responsible for any and all environmental and/or subsurface conditions including but not limited to rock, unsuitable soil conditions, hazardous materials, etc.

Foundation:

- Assume minimum 2,500 PSF soil compaction at grade and/or frost line.
- CMU piers 3 course high maximum, double stacked without mortar.

Building Installation/Setup:

Decks, Steps and Ramps:

LEASE SUMMARY PRICING					McIntyre Dormitory				
DESCRIPTION		TERM	RATE	SALES TAX	TOTAL				
BUILDING MONTHLY RENTAL		24	\$ 13,400.00		\$ 321,600.00				
ADDITIONAL ITEMS RENTAL									
TOTAL LEASE PAYMENTS:					\$ 321,600.00				
DESCRIPTION		PRICE	BOND	SALES TAX	TOTAL				
TOTAL DIVISION 0: TRANSPORTATION AND INSTALLATION		\$ 65,000.00	\$ 975.00	\$ 5,278.00	\$ 71,253.00				
TOTAL DIVISION 1: GENERAL REQUIREMENTS		\$ -	\$ -	\$ -	\$ -				
TOTAL DIVISION 2: SITE CONSTRUCTION		\$ -	\$ -	\$ -	\$ -				
TOTAL DIVISION 3: CONCRETE		\$ -	\$ -	\$ -	\$ -				
TOTAL DIVISION 4: MASONRY		\$ -	\$ -	\$ -	\$ -				
TOTAL DIVISION 5: METALS		\$ -	\$ -	\$ -	\$ -				
TOTAL DIVISION 6: WOODS & PLASTICS		\$ -	\$ -	\$ -	\$ -				
TOTAL DIVISION 7: THERMAL & MOSITURE PROTECTION		\$ -	\$ -	\$ -	\$ -				
TOTAL DIVISION 8: WINDOWS & DOORS		\$ -	\$ -	\$ -	\$ -				
TOTAL DIVISION 9: FINISHES		\$ -	\$ -	\$ -	\$ -				
TOTAL DIVISION 10: SPECIALITIES		\$ -	\$ -	\$ -	\$ -				
TOTAL DIVISION 11: EQUIPMENT		\$ -	\$ -	\$ -	\$ -				
TOTAL DIVISION 12: FURNISHINGS		\$ -	\$ -	\$ -	\$ -				
TOTAL DIVISION 13: INFLEET BUILDING MODIFICATIONS		\$ -	\$ -	\$ -	\$ -				
TOTAL DIVISION 14: CONVEYING SYSTEMS		\$ -	\$ -	\$ -	\$ -				
TOTAL DIVISION 15: MECHANICAL		\$ -	\$ -	\$ -	\$ -				
TOTAL DIVISION 16: ELECTRICAL		\$ -	\$ -	\$ -	\$ -				
TOTAL ONE-TIMES PRICE DIVISIONS 0 TO 16:		\$ 65,000.00	\$ 975.00	\$ 5,278.00	\$ 71,253.00				
GRAND TOTAL PRICE (LEASE + ONE-TIMES):					\$ 392,853.00				

Richland County Council Request for Action

Subject:

Case # 23-012MA

Michael Arnold

RM-HD to GC (.25 Acres)

1559 Daulton Drive

TMS# R17012-03-10

Notes:

First Reading: July 25, 2023

Second Reading:

Third Reading:

Public Hearing: July 25, 2023

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R17012-03-10 FROM RESIDENTIAL MULTI-FAMILY HIGH-DENSITY DISTRICT (RM-HD) TO GENERAL COMMERCIAL DISTRICT (GC), AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R17012-03-10 from Residential Multi-Family High-Density District (RM-HD) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2023.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair
Richland County

Attest this _____ day of
_____, 2023

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: July 25, 2023
First Reading: July 25, 2023
Second Reading: August 29, 2023
Third Reading: September 12, 2023

Richland County Council Request for Action

Subject:

Case # 23-014MA
David Cook
RU to RS-LD (5.63 Acres)
2271 Hollingshed Road
TMS# R05204-01-05 & R05200-01-38

Notes:

First Reading: July 25, 2023
Second Reading:
Third Reading:
Public Hearing: July 25, 2023

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # R05204-01-05 AND R05200-01-38 FROM RURAL DISTRICT (RU) TO RESIDENTIAL SINGLE-FAMILY LOW-DENSITY DISTRICT (RS-LD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R05204-01-05 AND R05200-01-38 from Rural District (RU) to Residential Single-Family Low – Density - District (RS-LD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2023.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair
Richland County

Attest this _____ day of
_____, 2023

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

Public Hearing: July 25, 2023
First Reading: July 25, 2023
Second Reading: August 29, 2023
Third Reading: September 12, 2023

Richland County Council Request for Action

Subject:

Case # 23-019MA
Keisha Garrick
RU to NC (0.73 Acres)
7730 Bluff Road
TMS # R32403-02-07

Notes:

First Reading: July 25, 2023
Second Reading:
Third Reading:
Public Hearing: July 25, 2023

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R32403-02-07 FROM RURAL DISTRICT (RU) TO NEIGHBORHOOD COMMERCIAL DISTRICT (NC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R32403-02-07 from Rural District (RU) to Neighborhood Commercial District (NC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2023.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2023

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: July 25, 2023
First Reading: July 25, 2023
Second Reading: August 29, 2023
Third Reading: September 12, 2023

Richland County Council Request for Action

Subject:

Case # 23-020MA
Scott R. Armstrong
RU to RS-MD
113 Beaver Dam (0.58 Acres)
TMS # R22707-03-02

Notes:

First Reading: July 25, 2023
Second Reading:
Third Reading:
Public Hearing: July 25, 2023

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R22707-03-02 FROM RURAL DISTRICT (RU) TO RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY (RS-MD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R22707-03-02 from Rural District (RU) to Residential Single-Family Medium Density (RS-MD)

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2023.

RICHLAND COUNTY COUNCIL

By: _____
Overture Walker, Chair

Attest this _____ day of
_____, 2023

Anette A. Kirylo
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: July 25, 2023
First Reading: July 25, 2023
Second Reading: August 29, 2023
Third Reading: September 12, 2023

Richland County Council Request for Action

Subject:

Department of Public Works – Jim Hamilton-LB Owens Airport (CUB) – Conditional Approval of Work Authorization (WA) and Associated Grants

Notes:

July 25, 2023 – The A&F Committee recommended Council award Work Authorization #4 to Michael Baker International for the design and bidding of the Taxilines Rehabilitation Project at the Hamilton-Owens Airport.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Christopher Eversmann	Title:	General Manager
Department:	Public Works	Division:	Jim Hamilton – LB Owens Airport (CUB)
Date Prepared:	June 26, 2023	Meeting Date:	July 25, 2023
Legal Review	Patrick Wright via email	Date:	July 13, 2023
Budget Review	Abhijit Deshpande via email	Date:	July 7, 2023
Finance Review	Stacey Hamm via email	Date:	July 7, 2023
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Conditional approval of Work Authorization and acceptance of associated grants		

RECOMMENDED/REQUESTED ACTION:

Staff recommends the conditional approval of:

1. The award of Work Authorization (WA) number Four (04) with Michael Baker International (MBI) for the design and bidding of the Taxilanes Rehabilitation Project at the Jim Hamilton - LB Owens Airport (CUB), and
2. Anticipated grants from the FAA and SC Aeronautics Commission to fund the project.

The conditions under which this WA will be executed are the issuance and acceptance of grants from:

1. The Federal Aviation Administration (FAA - 90%), and
2. The South Carolina Aeronautics Commission (SCAC - 5%).

The remaining 5% will be funded from the Airport's FY-24 Operating Budget.

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The Airport staff has applied for and anticipates the issuance of two grants in the near future to fund 95% of the cost associated with this professional services contract. The remaining 5% will be funded through the FY-24 Airport Operations Budget. The breakdown follows:

FAA / AIP	90%	\$259,519	
SCAC / Airport Development	5%	\$14,418	
Richland County	5%	\$14,418	FY-24 / 2170367800 / 538200
Total	100%	\$288,355	

Applicable department/grant key and object codes: 2170367800 / 538200

Grant budgets will be established upon receipt of the two grants.

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

None.

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

There are no legal concerns regarding this matter.

REGULATORY COMPLIANCE:

FAA Airport Improvement Program (AIP) Grant Assurance Number 11 requires that airport sponsors have a pavement preventive-maintenance (PM) program. In partnership with the SC Aeronautics Commission, the Airport maintains this required program. The pavement condition of nine of the ten taxilanes is poor and in need of a significant rehabilitation effort. This design project is the first step towards this much-needed pavement rehabilitation.

MOTION OF ORIGIN:

May 24, 2022 – The A&F Committee recommended Council approve the negotiation and award of an indefinite delivery professional services contract to Michael Baker, International, for Airport Planning and Engineering Services. [

“...to approve the Consent Items.” [consent item 12c. Department of Public Works - Jim Hamilton-LB Owens Airport-Contract Award of Aviation Consultants for Airport's Engineering and Planning, and Construction Services]

Council Member	The Honorable Chakisse Newton, District 11
Meeting	Regular Session
Date	June 7, 2022

STRATEGIC & GENERATIVE DISCUSSION:

This request is to conditionally approve an essential Work Authorization (WA) based on anticipated receipt this summer of two grants to provide 95% of the project funding. The remaining 5% will be paid from the Airport FY-24 Operating Budget. A copy of the WA is contained in Attachment 1. These actions will ensure the project can commence as soon as the grants are received, which may occur prior to the August 29th Special Called Council meeting. Similar conditional approvals by County Council have been issued for Airport projects previously.

The condition of the taxilane pavement at the Jim Hamilton - LB Owens Airport (CUB) is poor. Wide and deep cracks in this pavement generate Foreign Object Debris (FOD) which can be a safety hazard to people and aircraft. Since there are ten taxilanes at the Airport, future construction may be necessary in phases over multiple grant cycles. The design work being performed in this WA will be organized with this flexibility in mind.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Objective 1.5 - Collaborate with Other Governments (Federal and State).

Objective 3.1 - Align budget to priorities and seek alternative revenue sources (95% of project cost will be funded by others).

Objective 4.3 - Create Excellent Facilities (Addressing these pavement condition deficiencies will help us achieve Excellent Facilities at the Jim Hamilton - LB Owens Airport (CUB) and enhance safety and efficiency of the Airport).

ATTACHMENTS:

1. MBI Work Authorization No. 4 for Professional Services



Work Authorization No. 4 (Four) for Professional Services
between
RICHLAND COUNTY
and
MICHAEL BAKER INTERNATIONAL, INC.

Project Location: Jim Hamilton – LB Owens Airport Project Number:

Project Name: Taxilanes Rehabilitation Project (Design & Bidding)

It is agreed to undertake the following work in accordance with the provisions of the Master Service Agreement for Professional Services entered into on June 28, 2022, between the RICHLAND COUNTY located at 2020 Hampton Street, Columbia, SC 29204-1002 and MICHAEL BAKER INTERNATIONAL, INC., located at 700 Huger Street, Columbia, South Carolina 29201.

SCOPE OF SERVICES:

CONSULTANT shall perform services as described in Attachment A "Scope of Services", which is attached hereto and made part of this AGREEMENT.

METHOD OF PAYMENT:

OWNER shall pay CONSULTANT for services rendered the lump sum of Two Hundred Eighty-Eight Thousand Three Hundred Fifty-Four Dollars and Zero Cents (\$288,354.00) as described in Attachment B, "Fee Proposal".

Agreed as to scope of services and fee:

For: RICHLAND COUNTY For: [Signature] MICHAEL BAKER INTERNATIONAL, INC.
Date: Date: June 20, 2023

Attachments: A – Scope of Services
B – Fee Proposal

**ATTACHMENT A
SPECIFIC SCOPE OF SERVICES
FOR
TAXILANES REHABILITATION PROJECT
AT
JIM HAMILTON - LB OWENS AIRPORT**

This is an exhibit attached to and made a part of the **AGREEMENT** between the **OWNER** and the **CONSULTANT** for professional consulting services for the **TAXILANES REHABILITATION PROJECT** (hereinafter referred to as **PROJECT**) at the **JIM HAMILTON - LB OWENS AIRPORT**. The **CONSULTANT** shall perform the following Basic and Special Engineering professional services under this **AGREEMENT**.

GENERAL

The **PROJECT** is to perform design phase (including plan drawing and specification preparation) and bidding phase services for a construction project for the rehabilitation of the pavement areas primarily consisting of T-hangar taxilanes) shown on the attached Scope of Work Sketches SK-1 and SK-2. The project will include a topographic field survey and geotechnical investigation. The method of rehabilitation has not yet been determined; therefore, multiple options will be considered including asphalt mill and overlay and full-depth reclamation. Additional items to be considered in the design are included on SK-1 and SK-2. No additional impervious area or improvements to the airfield lighting system is anticipated with this rehabilitation project.

SECTION I - BASIC SERVICES – DESIGN

After authorization to proceed, the **CONSULTANT** shall perform the following Basic Services tasks in accordance with the Prime Agreement:

TASK 1 – SITE VISIT

After field survey is received and a survey basesheet has been prepared, the **CONSULTANT** will conduct a single site visit to include two members of the design team to verify survey information as well as obtain pre-construction photographs.

TASK 2 – MEETINGS, COORDINATION, AND PROJECT MANAGEMENT

The **CONSULTANT** shall:

1. Provide project management and coordination with the **OWNER**, FAA, SC Aeronautics Commission, and subconsultants,
2. Conduct one meeting to kick-off the **PROJECT**.
3. Conduct one meeting each to review and receive comments at the 35% and 95% design levels.

ASSUMPTIONS:

- ***It is assumed that the meetings listed above will take place at the Airport.***

TASK 3 – DESIGN PHASE SERVICES

Basic Design Services will generally be completed in two (2) phases:

1. Preliminary design phase
2. Final design phase

A. Preliminary Design Phase

This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Items of work for this phase of the **PROJECT** include:

1. Conferring with the **OWNER** on project requirements, finances, schedules, early phases of the **PROJECT**, and other pertinent matters; and meeting with concerned agencies and parties on matters affecting the **PROJECT**
2. Advising **OWNER** as to the necessity of providing or obtaining from others data or services such as, but not limited to field surveys, soil borings, aerial mapping and laboratory testing. At **OWNER's** option, services may be provided by the **OWNER** through direct contracts with other professionals or may be provided by the **CONSULTANT** under separate contract.
3. Preliminary pavement design in accordance with FAA AC 150/5320-6G.
4. Developing design schematics, sketches, project recommendations, and preliminary layouts and cost estimates.

B. Final Design Phase

After authorization to proceed with the Final Design Phase, **CONSULTANT** shall, on the basis of the accepted Preliminary Design documents and the construction budget authorized by **OWNER**:

1. Prepare necessary engineering recommendations.
2. Prepare detailed plans, specifications, and cost estimates.
3. Final pavement design in accordance with FAA AC 150/5320-6G.
4. Print and provide necessary copies for in-house production of engineering drawings and contract specifications.
5. Advise **OWNER** of any adjustments to the preliminary estimate of probable construction costs caused by changes in general scope, extent or character or design requirements of the **PROJECT**, or market conditions. Furnish to **OWNER** a revised opinion of probable construction costs based on the Final Drawings and Specifications.
6. Prepare for review and approval by **OWNER**, its legal counsel and other advisors, necessary Bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the **OWNER** and Contractor.
7. Distribute documents for approvals to **FAA**, **OWNER**, State, and other regulatory agencies.
8. Preparation of a Final Engineer's Report.

ASSUMPTIONS:

- *Design review submittals will be conducted at 35% and 95%.*
- *It is assumed that edge lights and guidance signs will not be impacted, therefore no electrical design is included.*
- *Pavement design will only consider up to two bituminous pavement rehabilitation alternatives. No Portland cement concrete pavement rehabilitation alternatives will be considered.*

TASK 4 – BIDDING PHASE SERVICES

After authorization to proceed with the Bidding Phase, **CONSULTANT** shall:

1. Assist the **OWNER** in advertising for and obtaining bids and provide general coordination including maintaining a record of prospective bidders to whom Bidding Documents have been issued.
2. Respond to questions and issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
3. Assist the **OWNER** in conducting a pre-bid conference to share pertinent bidding and technical information and requirements with prospective bidders and prepare meeting minutes.
4. Attend the bid opening, prepare bid tabulation sheets and assist **OWNER** in evaluating bids or proposals, prepare a recommendation of award, and prepare construction contracts and Issued-For-Construction plan drawings and specifications.

Basic Construction Phase Services will be contracted under a future agreement.

SECTION II - SPECIAL SERVICES

After authorization to proceed, the **CONSULTANT** shall perform the following specific Special Services in accordance with the Prime Agreement amended as follows:

TASK 5 – DBE PLANNING: GOAL SETTING

The **CONSULTANT** shall prepare project-specific and 3-year plan (if required) DBE goals in accordance with FAA requirements.

ASSUMPTIONS:

- *DBE Planning: Reporting will be included in the contract associated with construction of the PROJECT and therefore are not included in this contract.*

TASK 6 – PREPARE AND INITIATE ONLINE AIRSPACE STUDY (7460)

The **CONSULTANT** shall prepare the necessary documents and drawings to initiate an online airspace study (7460).

TASK 7 – GRANT SERVICES

The **CONSULTANT** shall coordinate with the **OWNER**, FAA and SCAC and prepare and submit the following:

- One FAA grant preapplication
- One FAA and one SCAC grant application
- FAA quarterly grant reports (up to a maximum of twelve)
- One FAA and one SCAC grant closeout
- Annual ACIP Update

TASK 8 – PREDESIGN TOPOGRAPHIC FIELD SURVEY

The **CONSULTANT** shall perform a predesign topographic field survey necessary for the design of the **PROJECT** which includes establishing horizontal and vertical controls, topography in the areas of the proposed work, and other planimetric features and other items within the work limits for the **PROJECT** for the Contractor's use during construction.

TASK 9 – PREDESIGN GEOTECHNICAL INVESTIGATION

The **CONSULTANT** shall perform a predesign geotechnical investigation and testing of pavement, subsurface materials, ground water elevations below the proposed pavement areas if encountered and other pertinent explorations as necessary for the **PROJECT**. This work will supplement data already available from Statewide Pavement Study to avoid duplication of efforts.

Special Construction Phase Services will be contracted under a future agreement.

The **CONSULTANT** will **NOT** provide any services in this **AGREEMENT** not specifically listed above.

Additional Assumptions:

- Richland County will provide any known utility locations.
- No improvements or repairs to roadways will be made outside of the project limits.
- No stormwater detention will be required.
- No permitting will be required.
- Owner will be responsible for payment of all necessary permit fees, if required.
- No hazardous materials (oil, fuel and/or others) are present in the project area.
- No jurisdictional wetlands or streams will be impacted.

Specific Services Not Included in Scope (Exclusions):

- Meetings and/or coordination not specifically mentioned above,
- Landscape and Irrigation Design
- Coordination or design of wayfinding signage program,
- Drainage system design and/or hydraulic modeling for the purpose of improving the current comprehensive drainage system or improvements not associated directly with the project,

- No additional impervious area is anticipated with this rehabilitation project, therefore no stormwater detention design is included.
- No impact to the airfield lighting or signage systems are anticipated, therefore no design or upgrades are included,
- Re-design services associated with meeting a construction budget (value engineering),
- Underground hazardous material investigation or testing,
- Coordination or design associated with improvements or repairs to roadways outside of the project limits,
- It is expected that no land disturbing activities will be performed, therefore, land disturbance permitting services are not included in this contract. In addition, it is assumed that USACOE 404 Permitting will not be required.

Should any of these services be required, a modification to this contract will be prepared to add those services.

**ATTACHMENT B
MANHOOR BREAKDOWN & FEE ESTIMATE
MICHAEL BAKER INTERNATIONAL INCORPORATED**

**TAXILANES REHABILITATION PROJECT
JIM HAMILTON - LB OWENS AIRPORT**



TASK	PROJ MGR	QC ENGR	SNR ENGR	DBE PLNNR	SNR DESNR	CIVIL DESNR	NON-SALARY DIRECT EXPENSES					TASK COST	ASSUMPTIONS / REMARKS	
							TRAVEL	LODGING	PER DIEM	SUPPLIES	REPRO.			POSTAGE
BASIC SERVICES														
1 Site Visit	0	0	6	0	6	0	\$0	\$0	\$30	\$0	\$20	\$0	\$1,922	2 team members onsite
TASK SUBTOTAL	0	0	6	0	6	0	\$0	\$0	\$30	\$0	\$20	\$0	\$1,922	
2 Meetings, Coordination and Project Management														
a. Prepare for and Conduct Kickoff Meeting	2	0	4	0	0	0	\$0	\$0	\$30	\$0	\$0	\$0	\$1,182	To be held at CUB
b. 35% Design Review Meeting	2	0	4	0	0	0	\$0	\$0	\$30	\$0	\$0	\$0	\$1,182	To be held at CUB
c. 95% Design Review Meeting	2	0	4	0	0	0	\$0	\$0	\$30	\$0	\$0	\$0	\$1,182	To be held at CUB
d. Coordination/Project Management	40	0	32	8	8	8	\$0	\$0	\$0	\$0	\$100	\$0	\$17,528	Coord w/ CUB, FAA, SCAC
TASK SUBTOTAL	46	0	44	8	8	8	\$0	\$0	\$90	\$0	\$100	\$0	\$21,075	
3 Design Phase Services														
3A Project Manual														
a. "Front End" Control Documents	4	0	12	4	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,615	At 95%, and Final
b. Technical Specifications	4	0	16	4	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,332	At 95%, and Final
TASK SUBTOTAL	8	0	28	8	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,947	
3B Engineer's Estimate														
	6	0	12	0	8	12	\$0	\$0	\$0	\$0	\$0	\$0	\$5,621	At 35%, 95%, and Final
TASK SUBTOTAL	6	0	12	0	8	12	\$0	\$0	\$0	\$0	\$0	\$0	\$5,621	
3C Engineer's Report														
	8	0	32	0	4	4	\$0	\$0	\$0	\$0	\$0	\$0	\$8,373	At Final
TASK SUBTOTAL	8	0	32	0	4	4	\$0	\$0	\$0	\$0	\$0	\$0	\$8,373	
3D Design Tasks for Preliminary Design to 35%														
a. Develop Basesheet from Raw Survey	-	0	4	0	12	24	\$0	\$0	\$0	\$0	\$0	\$0	\$4,706	
b. Cover	1	0	1	0	0	1	\$0	\$0	\$0	\$0	\$0	\$0	\$271	
c. Project Layout Plan	1	1	4	0	0	12	\$0	\$0	\$0	\$0	\$0	\$0	\$2,036	
d. Construction Safety and Phasing Plan	3	1	8	0	0	16	\$0	\$0	\$0	\$0	\$0	\$0	\$3,120	
e. General Notes	1	0	2	0	0	4	\$0	\$0	\$0	\$0	\$0	\$0	\$726	
f. Summary Of Quantities (not incl with 35%)	-	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
g. Typical Sections & Pavement Details	2	1	8	0	8	16	\$0	\$0	\$0	\$0	\$0	\$0	\$4,183	
h. Demolition Plans	3	2	16	0	24	0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,490	
i. Staking Plans	3	2	16	0	24	0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,490	
j. Grading and Drainage Plans	3	2	16	0	24	0	\$0	\$0	\$0	\$0	\$192	\$0	\$6,490	
k. Profiles	3	0	6	0	0	12	\$0	\$0	\$0	\$0	\$0	\$0	\$2,177	
l. Marking Plans	3	1	8	0	0	16	\$0	\$0	\$0	\$0	\$0	\$0	\$3,120	
m. Marking Details	1	1	2	0	0	4	\$0	\$0	\$0	\$0	\$0	\$0	\$943	
n. Erosion Control Details (not incl with 35%)	-	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
o. Grading Design	-	0	24	0	60	0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,271	
p. Pavement Design (Incl Ops Data & Fleet Mix)	-	2	24	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,195	
q. Stormwater Management Design	-	2	24	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,735	Evaluation/design for minor improvements of surface drainage
r. Quality Control Review	-	0	8	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,840	
s. Incorporate Review Comments	-	4	8	0	16	16	\$0	\$0	\$0	\$0	\$0	\$0	\$5,899	
Total Number of Drawings This Submittal	24													
35% PLANS TASK SUBTOTAL	19	10	171	0	168	121	\$0	\$0	\$0	\$0	\$192	\$0	\$70,690	

**ATTACHMENT B
MANHOOR BREAKDOWN & FEE ESTIMATE
MICHAEL BAKER INTERNATIONAL INCORPORATED**



**TAXILANES REHABILITATION PROJECT
JIM HAMILTON - LB OWENS AIRPORT**

TASK	PROJ MGR	QC ENGR	SNR ENGR	DBE PLNNR	SNR DESNR	CIVIL DESNR	NON-SALARY DIRECT EXPENSES					TASK COST	ASSUMPTIONS / REMARKS	
							TRAVEL	LODGING	PER DIEM	SUPPLIES	REPRO.			POSTAGE
3E Design Tasks for Final Design														
a. Cover	1	0	2	0	0	2	\$0	\$0	\$0	\$0	\$0	\$0	\$1,958	
b. Project Layout Plan	1	1	6	0	0	20	\$0	\$0	\$0	\$0	\$0	\$0	\$3,129	
c. Construction Safety and Phasing Plan	3	1	12	0	0	16	\$0	\$0	\$0	\$0	\$0	\$0	\$3,836	
d. General Notes	1	0	1	0	0	1	\$0	\$0	\$0	\$0	\$0	\$0	\$271	
e. Summary Of Quantities	1	0	1	0	0	2	\$0	\$0	\$0	\$0	\$0	\$0	\$363	
f. Typical Sections & Pavement Details	2	1	8	0	8	16	\$0	\$0	\$0	\$0	\$0	\$0	\$4,183	
g. Demolition Plans	3	2	24	0	40	0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,049	
h. Staking Plans	3	2	24	0	40	0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,049	
i. Grading and Drainage Plans	3	2	24	0	40	0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,049	
j. Profiles	3	0	4	0	0	8	\$0	\$0	\$0	\$0	\$1,416	\$0	\$1,451	
k. Marking Plans	3	1	8	0	0	12	\$0	\$0	\$0	\$0	\$0	\$0	\$2,753	
l. Marking Details	1	1	1	0	0	2	\$0	\$0	\$0	\$0	\$0	\$0	\$581	
m. Erosion Control Details	1	0	1	0	0	4	\$0	\$0	\$0	\$0	\$0	\$0	\$546	
n. Grading Design	-	0	12	0	60	0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,121	
o. Pavement Design (Incl Ops Data & Fleet Mix)	-	0	8	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,663	
p. Stormwater Management Design	-	1	24	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,517	Evaluation/design for minor improvements of surface drainage
q. Quality Control Review	-	0	8	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,840	
r. Incorporate Review Comments	-	8	0	0	16	24	\$0	\$0	\$0	\$0	\$0	\$0	\$6,324	
Total Number of Drawings This Submittal	26													
FINAL PLANS TASK SUBTOTAL	20	9	160	16	188	107	\$0	\$0	\$0	\$0	\$1,416	\$0	\$73,682	
4 Bidding Services														
a. General Coord/Docs Distribution/Addenda/Questions	4	0	24	0	8	24	\$0	\$0	\$0	\$0	\$0	\$0	\$8,436	
b. Conduct Pre-Bid Conf, Prepare Minutes & Graphics	4	0	6	0	0	2	\$50	\$0	\$30	\$0	\$250	\$0	\$2,459	
c. Conduct Bid Opening	2	0	2	0	0	0	\$50	\$0	\$30	\$0	\$0	\$0	\$874	
d. Evaluation of Bids/Prepare Bid Tab/Recommend Award	4	0	12	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,021	
e. Prepare Construction Contracts and IFC Plans & Specs	2	0	12	8	0	2	\$0	\$0	\$0	\$0	\$1,239	\$0	\$5,197	
TASK SUBTOTAL	16	0	56	8	8	28	\$100	\$0	\$60	\$0	\$1,489	\$0	\$19,987	
TOTAL DESIGN SERVICES													\$189,309	
TOTAL BASIC SERVICES													\$209,296	
SPECIAL SERVICES														
5 DBE Planning: Goal Setting	2	0	4	60	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,070	DBE Planning: Reporting not included.
TASK SUBTOTAL	2	0	4	60	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,070	
6 Prepare and Initiate Online Airspace Study (7460)	1	0	2	0	0	6	\$0	\$0	\$0	\$0	\$0	\$0	\$1,127	
TASK SUBTOTAL	1	0	2	0	0	6	\$0	\$0	\$0	\$0	\$0	\$0	\$1,127	
7 Grant Services														
a. FAA & SCAC Coordination	4	0	8	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,304	
b. FAA Grant Pre-applications (1)	2	0	8	0	0	1	\$0	\$0	\$0	\$0	\$0	\$0	\$1,960	
c. FAA (1) & SCAC (1) Grant Applications	8	0	12	0	0	2	\$0	\$0	\$0	\$0	\$0	\$0	\$4,075	
d. FAA Grant Quarterly Reports (up to 12)	6	0	24	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,606	
e. FAA (1) & SCAC (1) Grant Closeouts	8	0	24	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,041	
f. Prepare & Submit Annual ACIP Update (1)	8	0	16	0	0	4	\$0	\$0	\$0	\$0	\$0	\$0	\$4,975	
TASK SUBTOTAL	36	0	92	0	0	7	\$0	\$0	\$0	\$0	\$0	\$0	\$24,962	

**ATTACHMENT B
MANHOUR BREAKDOWN & FEE ESTIMATE
MICHAEL BAKER INTERNATIONAL INCORPORATED**



**TAXILANES REHABILITATION PROJECT
JIM HAMILTON - LB OWENS AIRPORT**

TASK	PROJ MGR	QC ENGR	SNR ENGR	DBE PLNNR	SNR DESNR	CIVIL DESNR	NON-SALARY DIRECT EXPENSES					TASK COST	ASSUMPTIONS / REMARKS	
							TRAVEL	LODGING	PER DIEM	SUPPLIES	REPRO.			POSTAGE
8 Predesign Topographic Field Survey (SUBCONSULTANT) Subconsultant Coordination												\$19,400 \$1,940		
TASK SUBTOTAL												\$21,340		
9 Predesign Geotechnical Investigation (SUBCONSULTANT) Subconsultant Coordination												\$19,600 \$1,960		
TASK SUBTOTAL												\$21,560		
TOTAL SPECIAL SERVICES												\$79,058		
SUBTOTALS	162	19		100	390	293	\$100	\$0	\$180	\$0	\$3,217	\$0	\$288,354	

ESTIMATED PRINTING/REPRODUCTION COSTS

				Plans*	Specifications**
35% Submittal: 1 CUB, 1 SCAC, 1 FAA & 1 MBI	4 SETS @	24	dwgs/set	\$192	None
95% Submittal: 1 CUB, 1 SCAC, 1 FAA & 1 MBI	4 SETS @	26	dwgs/set	\$208	\$500
Final Submittal: 1 CUB, 1 SCAC, 1 FAA, 1 MBI	4 SETS @	26	dwgs/set	\$208	\$500
IFC: 1 CUB, 1 MBI, 5 Contractor	7 SETS @	26	dwgs/set	\$364	\$875

*Plan reproduction estimated @ \$2.00 /Sheet

**Specification reproduction estimated @ \$125.00 /Set

SUBTOTAL FEE - BASIC SERVICES	\$209,296 (LUMP SUM)
SUBTOTAL FEE - SPECIAL SERVICES	\$79,058 (LUMP SUM)
GRAND TOTAL	\$288,354 (LUMP SUM)

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 Vista Depot Holding, LLC, among other of its affiliates, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

Notes:

First Reading: July 11, 2023
Second Reading: July 18, 2023
Third Reading: August 29, 2023
Public Hearing: August 29, 2023

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 VISTA DEPOT HOLDING, LLC, AMONG OTHER OF ITS AFFILIATES, TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

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

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

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”), which Infrastructure may include the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements; greenspaces; recreation or community facilities; pedestrian or transportation facilities; parking facilities; facade redevelopment; roadway improvements; energy production or communications technology infrastructure; and expenditures used to eradicate blight (collectively, “Public Infrastructure”).

WHEREAS, Vista Depot Holding, LLC, a South Carolina limited liability company (“Sponsor”), desires to establish a premier, mixed-use development project to include luxury apartments, a four-star hotel and a three-star hotel in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$135,000,000.00 (the “Investment”), which Investment is expected to include not less than \$25,000,000.00 in Public Infrastructure investment, and the creation of 135 new, full-time jobs; and

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

the Project in the Park; and (iii) providing Infrastructure Credits and other incentives, as described in the Fee Agreement, to assist in paying the costs of the Public Infrastructure.

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)
ATTEST:

Honorable Overture Walker, Chair
Richland County Council

Anette Kirylo, Clerk of Council
Richland County

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: July 11, 2023
Second Reading: July 18, 2023
Public Hearing: August 29, 2023
Third Reading: August 29, 2023

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

**VISTA DEPOT HOLDING, LLC,
AS SPONSOR,**

AND

**VISTA DEPOT RES I, LLC, VISTA DEPOT GARAGE, LLC, AND COLA CH HOLDINGS, LLC,
AS SPONSORS AFFILIATES,**

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF []

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Exhibit A – Description of Property

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Exhibit C – Accountability Resolution

Exhibit D – Description of Infrastructure Credit

Exhibit E – Description of Claw Back & Infrastructure Credit Adjustment

**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	Vista Depot Holding, LLC	
Project Location	<i>[to be updated upon finalizing consolidation transactions]</i>	
Tax Map No.	<i>[to be updated upon finalizing consolidation transactions]</i>	
FILOT		
• Phase Exemption Period	30 years	
• Contract Minimum Investment Requirement	\$135,000,000.00	
• Contract Minimum Jobs Requirement	135 Full Time Jobs (defined below)	
• Investment Period	5 years	
• Assessment Ratio	6%	
• Millage Rate	.5502	
• Fixed or Five-Year Adjustable Millage	Fixed	
Multicounty Park	I-77 Corridor Regional Industrial Park	
Infrastructure Credit		
• Brief Description	50% Special Source Revenue Credit	
• Credit Term	15 years	
• Claw Back Information	<i>Pro-rata; Capped at Public Infrastructure Investment, see <u>Exhibit E</u></i>	
Other Information		

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

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of _____, 2023, 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 Vista Depot Holding, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (“*Sponsor*”) together with Vista Depot Res I, LLC, Vista Depot Garage, LLC, and Cola CH Holdings, LLC, all limited liability companies organized and existing under the laws of the State of South Carolina (collectively, the “*Sponsor Affiliates*” and each a “*Sponsor Affiliate*” and the same together with Sponsor, the “*Sponsor Parties*”).

WITNESSETH:

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

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”), which Infrastructure may include the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements; greenspaces; recreation or community facilities; pedestrian or transportation facilities; parking facilities; facade redevelopment; roadway improvements; energy production or communications technology infrastructure; and expenditures used to eradicate blight (collectively, “*Public Infrastructure*”);

(c) The Sponsor Parties have committed to establish a commercial enterprise (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$135,000,000.00, which Target Investment is expected to include not less than \$25,000,000.00 in Public Infrastructure;

(d) By an ordinance enacted on _____, 2023, County Council authorized the County to enter into this Fee Agreement with the Sponsor Parties to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor Parties 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, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

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

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

“Contract Minimum Investment Requirement” means a taxable investment in real and personal property at the Project of not less than \$135,000,000.00.

“Contract Minimum Jobs Requirement” means not less than 135 Full Time Jobs created by the Sponsor Parties in the County in connection with the Project.

“Contract Minimum Public Investment Requirement” means Public Infrastructure Investment at the Project of not less \$25,000,000.00. For the avoidance of doubt, the entire Public Infrastructure Investment at the Project will be counted towards achievement of this Contract Minimum Public Investment Requirement, and only that portion of such Public Infrastructure Investment comprised of taxable real and personal property shall be counted towards achievement of the Contract Minimum Investment Requirement.

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

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

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

“Department” means the South Carolina Department of Revenue.

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

“Economic Development Property” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of

classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

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

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

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

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

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

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

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2057, the Final Termination Date is expected to be December 31, 2057, which is the due date of the last FILOT Payment with respect to the Final Phase.

“Full Time Job” means a hired position required to work a minimum of one thousand eight hundred (1,800) hours within a single twelve (12) month period.

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

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

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

“Investment” means taxable investment in real and personal property at the Project.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2028.

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

“**Minimum Investment Requirements**” means, collectively, the Contract Minimum Investment Requirement and the Contract Minimum Public Investment Requirement.

“**Multicounty Park**” means the multicounty industrial or business park governed by the Amended and Restated Agreement Governing the I-778 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

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

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

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

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

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

“**Public Infrastructure**” means Infrastructure benefits the public or is dedicated to public use, including water, sewer, or stormwater improvements; greenspaces; recreation or community facilities; pedestrian or transportation facilities; parking facilities; facade redevelopment; roadway improvements; energy production or communications technology infrastructure; and expenditures used to eradicate blight.

“**Public Infrastructure Investment**” means investment in Public Infrastructure which is comprised of (i) investment in taxable real and personal property and (ii) all other costs incurred in relation to placing such real and personal property into service, *including, without limitation*, financing costs, engineering consulting costs, development costs, architectural consulting design costs, and costs relating to site preparation.

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

“*Sponsor Affiliate*” means Vista Depot Res I, LLC, Vista Depot Garage, LLC, and Cola CH Holdings, LLC, all limited liability companies organized and existing under the laws of the State of South Carolina and any other 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.

“*Sponsor Party*” shall have the meaning given in the preamble of 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 or any other Sponsor Party, 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 or any Sponsor Party.

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 _____, 2023 and by adopting an Inducement Resolution, as defined in the Act on even date.

(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 mixed-use, premier, commercial facility to include luxury apartments, a four-star hotel, and a three-star hotel, and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The four-star hotel portion of the Project shall adhere to the criteria set-forth in the letter from the Commercial Real Estate Development Enterprises attached hereto at **Schedule 2.2(c)** (the “*Hotel Standard*”).

(d) 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.

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

(f) 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.

(g) 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 Parties intend and expect to (i) construct or acquire the Project and (ii) meet the Minimum Investment Requirement within the Investment Period. The Sponsor Parties anticipate that the first Phase of the Project will be placed in service not later than the calendar year ending December 31, 20[23]. 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 Minimum Investment Requirements are not met, the benefits provided to the Sponsor Parties, 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 a Sponsor Party, at the election of such Sponsor Party, 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, 20[24], the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor, Co-Sponsors, 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 six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 0.5502, 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 or other applicable Sponsor Party elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, such Sponsor Party 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, each Sponsor Party 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 paragraph (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 paragraph (a)

above and elects not to restore or replace pursuant to paragraph (b) above, then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5 *Condemnation.*

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

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

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

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

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

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

ARTICLE V
ADDITIONAL INCENTIVES

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

For each property tax year during the Credit Term, the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit

D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

ARTICLE VI **CLAW BACK**

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

ARTICLE VII **DEFAULT**

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

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

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

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility;

(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 paragraph (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. For the avoidance of doubt, failure by the Sponsor Parties to develop the four-star hotel portion of the Project in accordance with the Hotel Standard shall be a failure by the Sponsor to perform its obligations under this Fee Agreement and an Event of Default under this Section 7.1;

(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 Parties 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 Parties. The Sponsor Parties 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 Parties 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 Parties 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 Parties shall pay the County within 30 days of receipt of the statement. The Sponsor Parties 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 Parties to resist or defend against any claim on behalf of an Indemnified Party. On such request, Sponsor Parties shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. Each Sponsor Party is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided that no Sponsor Party is 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 Parties are not required to indemnify any Indemnified Party against or reimburse any Indemnified Party for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor Parties 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 Parties 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 Parties 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.* Each Sponsor Party may assign its interest in 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 conditioned, withheld, or delayed. Each Sponsor Party 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, no Sponsor Party is 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 Parties are not required to make FILOT Payments 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 \$10,000.00. 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. Vista Depot Res I, LLC, Vista Depot Garage, LLC, and Cola CH Holdings, LLC are each designated as a Sponsor Affiliate and have

been approved by the County Council ordinance authorizing the execution and delivery of this Fee Agreement.

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 or other Sponsor Party under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X
MISCELLANEOUS

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

IF TO THE SPONSOR OR ANY OTHER SPONSOR PARTY:

VISTA DEPOT HOLDING, LLC
Attn: Ben D. Arnold
700 Gervais Street, Suite 275
Columbia, SC 29201

WITH A COPY TO (does not constitute notice):

Adams and Reese LLP
Attn: Anthony M. Quattrone
1221 Main Street, Suite 1200
Columbia, SC 29201
Anthony.Quattrone@arlaw.com

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
rayjones@parkerpoe.com

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 Parties.

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 requesting Sponsor Party, to the extent any expense is incurred, the County agrees to execute and deliver to such Sponsor Party such additional instruments as the Sponsor Party may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8 Interpretation; Invalidity; Change in Laws.

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

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

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

Section 10.9 Force Majeure. The Sponsor Parties are not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or

national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor Parties' 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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

SPONSOR:

VISTA DEPOT HOLDING, LLC

By: Ben D. Arnold
Its: Manager

SPONSOR AFFILIATES:

VISTA DEPOT RES I, LLC
(by its sole-Member)

VISTA DEPOT HOLDING, LLC

By: Ben D. Arnold
Its: Manager

VISTA DEPOT GARAGE, LLC
(by its sole-Member)

VISTA DEPOT HOLDING, LLC

By: Ben D. Arnold
Its: Manager

COLA CH HOLDINGS, LLC
(by its sole-Member)

VISTA DEPOT HOLDING, LLC

By: Ben D. Arnold
Its: Manager

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

Schedule 2.2(c)

Hotel Standard Letter

(attached)



June 23, 2023

Mr. Ben Arnold
CEO
Arnold Family Corporation
700 Gervais Street
Suite 275
Columbia, SC 29201

Dear Mr. Arnold:

Per your request this letter is to serve as clarification and definition of the criteria required for a 4 star hotel in the United States. Based on industry standards and standards as defined by the International Society of Hospitality Consultants, (ISHC), the below information serves that specific purpose:

The Criteria for a 4-Star Hotel

The criteria for a 4-star hotel rating usually include factors such as the quality of guest rooms, the level of service provided, and the range of amenities offered. The guest rooms should be spacious, stylishly decorated, and equipped with high-quality furniture and appliances. A comfortable bed with high-quality bedding is also a must.

The hotel should also have a 24-hour reception/concierge desk, as well as daily housekeeping and room service. Other amenities that are commonly found in 4-star hotels include an upscale fitness center, a swimming pool, hot tub, and a restaurant. The hotel should also have a bar or lounge area where guests can relax and socialize. Additionally, a 4-star hotel should have meeting and conference facilities for business travelers.

Services and Amenities Offered in a 4-Star Hotel

Four-star hotels are known for offering a wide range of services and amenities to their guests. These amenities can include:

- **On-Site Restaurant:** The hotel should have at least one restaurant, serving breakfast, lunch, and dinner, and possibly snacks or light meals throughout the day.
- **Room Service:** Guests should be able to order food and drinks to their room at any time of the day or night.
- **Concierge Service:** A concierge should be available to help guests with any reservations or recommendations they may need.



- **24-Hour Reception:** A 4-star hotel should have a 24-hour reception desk, where guests can check-in and check-out at any time.
- **Swimming Pool / Hot Tub:** Many 4-star hotels have an indoor or outdoor swimming pool with Hot Tub proximate.
- **Upscale Fitness Center:** A 4-star hotel should have a 24 hour accessible upscale fitness center offering a variety of cardiovascular equipment and strength training machinery.
- **Meeting and Conference Facilities:** A 4-star hotel should have meeting and conference rooms available for business travelers.
- **Free Wi-Fi:** A 4-star hotel should have free Wi-Fi available throughout the property.

It is worth mentioning that the level of service provided in a 4-star hotel is typically high, and the staff should be friendly, knowledgeable, and professional. Keep in mind that the cost of staying in a 4-star hotel can be higher than other types of accommodations. However, the amenities and services offered make it a worthwhile investment for those seeking a luxurious and comfortable stay.

Dual Branded Hyatt Centric and Hyatt House Hotels

Based on the design development documents provided for our analysis of the new to be built ground up dual branded Hyatt Centric and Hyatt House hotels the combination of the two hotels together offer the following:

- **On-Site Restaurant:** The hotels offer a 3 meal restaurant (Centric), and a complimentary hot breakfast (House). Additionally, there are two markets offering sundry snacks and locally curated food and beverage products available on a 24 hour basis.
- **Bar/Lounge:** The Centric will offer an upscale multi seat lobby bar that is affiliated with the 3 meal restaurant. There will also be an 11th floor rooftop bar/lounge/brunch totaling 5,000sf of space serviced by both guest elevators and a VIP elevator. The House will offer a lobby bar as well.
- **Room Service:** There is a room service operation and the intent of ownership and operations is for this to be available to both hotels on a 24 hour basis.
- **Concierge Service:** A concierge will be available at both hotel properties.
- **24-Hour Reception:** Both hotel properties will have 24 hour reception.
- **Swimming Pool / Hot Tub:** The Hotels will offer an upscale swimming pool, hot tub experience. Cabanas and chaise lounges will be provided with food and beverage service available during operating hours.
- **Upscale Fitness Center:** Both hotels will offer a 24 hour accessible upscale fitness center offering a variety of cardiovascular equipment and strength training machinery.
- **Meeting and Conference Facilities:** Over 5,000sf of upscale meeting and prefunction space will provided in a variety of configurations.
- **Free Wi-Fi:** Both hotels will have free Wi-Fi available throughout the property.



Commercial Real Estate Development Enterprises

Hyatt Hotels

Based on information provided by Hyatt Hotels Development the following is a definition provided for Hyatt Centric Hotels. Hyatt Centric hotels offer an upper upscale, customizable, centrally located property that attract high-value guests that desire the amenities fitting of a 4 star hotel at the center of a prime destination.

Based on the contemplated design and amenities provided by the Dual Branded Hyatt Centric and Hyatt House Columbia, South Carolina, we find they are in compliance with standards as defined by Hyatt for Hyatt Centric.

Sincerely,

A handwritten signature in black ink, appearing to read "Ted J. Torres", written in a cursive style.



Commercial Real Estate Development Enterprises

Ted J. Torres, CHA, ISHC | Managing Director

ted.torres@credegroupp.com

P (949) 542-4400 | **C** (480) 208-9962 | **F** (949) 582-1339

12034 East Yucca Street | Scottsdale, AZ 85259

credegroupp.com



EXHIBIT A
PROPERTY DESCRIPTION

[TO BE COMPLETED UPON CONSUMMATION OF CONSOLIDATION TRANSACTIONS]

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.

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

The County shall provide a 50% Infrastructure Credit against the FILOT Payments due and owing from the Sponsor Parties to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Infrastructure Credit shall not exceed the Sponsor Parties' Public Infrastructure Investment.

The Sponsor Parties are eligible to receive the Infrastructure Credit against each of the FILOT Payments due with respect to the Project for a period of 15 consecutive years, beginning with the first such FILOT Payment due with respect to the Project following the Verification Date (as defined below) and ending on the earlier of the 15th year or the year in which the cumulative total amount of the Infrastructure Credit equals the Company's investment in the Public Infrastructure ("***Credit Term***").

The Sponsor Parties shall certify its actual investment in the Public Infrastructure to the County, with such date of certification being the "***Certification Date***," which Certificate Date shall in no event be later than the end of the Investment Period, by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County's Economic Development Department sufficient to reflect the Sponsor Parties' investment in the Public Infrastructure, in form and substance reasonably acceptable to the County. If the Sponsor Parties fail to achieve the Contract Minimum Public Investment Requirement by the end of the Investment Period then the Infrastructure Credit shall be reduced as set forth on **Exhibit E**.

Following the Certification Date, the County's Economic Development Department shall have 30 days to verify the Sponsor Parties' investment in the Public Infrastructure. The County has the right to exclude from the investment in Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Public Infrastructure Investment as ineligible if the County determines, in its sole and reasonable discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than 30 days after the Certificate Date (the "***Verification Date***"), provide to the Sponsor Parties, by written notice, the County's determination of the verified amount of Company Public Infrastructure Investment.

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK AND INFRASTRUCTURE CREDIT ADJUSTMENT

Claw Back:

If the Sponsor Parties fail to collectively achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement by the end of the Investment Period, a claw back shall be paid which is calculated as follows:

$$\text{Repayment Amount} = \text{Total Received} \times \text{Claw Back Percentage}$$

$$\text{Claw Back Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2 \text{ [may not exceed 100\%]}$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Contract Minimum Investment Requirement} \text{ [may not exceed 110\%]}$$

$$\text{Jobs Achievement Percentage} = \text{Actual New, Full-Time Jobs Created} / \text{Contract Minimum Jobs Requirement} \text{ [may not exceed 110\%]}$$

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

For example, and by way of example only, if the County granted \$1,000,000.00 in Infrastructure Credits, and \$130,000,000.00 had been invested at the Project and 138 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

$$\text{Investment Achievement Percentage} = \$130,000,000.00 / \$135,000,000.00 = \mathbf{96.3\%}$$

$$\text{Jobs Achievement Percentage} = 138/135 = \mathbf{102.2\%}$$

$$\text{Overall Achievement Percentage} = (96.3\% + 102.2\%) / 2 = 99.26\%$$

$$\text{Claw Back Percentage} = 100\% - 99.26\% = \mathbf{0.74\%}$$

$$\text{Repayment Amount} = \$1,000,000.00 \times 0.74\% = \mathbf{\$7,400.00}$$

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

To the extent there are any years remaining in the Credit Term following the Investment Period, the Infrastructure Credit shall be prospectively reduced by the Claw Back Percentage during the remaining Credit Term (which reduction shall be calculated after the Public Infrastructure Reduction Percentage below, if applicable).

Public Infrastructure Reduction:

If the Sponsor Parties fail to achieve the Contract Minimum Public Investment Requirement by the end of the Investment Period then the Infrastructure Credit shall be reduced as follows.

Reduction Percentage = 100% - Public Infrastructure Achievement Percentage

Public Infrastructure Achievement Percentage = Actual Public Infrastructure Investment Achieved / \$25,000,000 *[may not exceed 100%]*

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

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of one or more fee-in-lieu of ad valorem taxes and incentive agreements by and among Richland County, South Carolina, LDE LLC, and Shop Grove 1 LLC (formerly known as Project Growth) to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

Notes:

First Reading: July 11, 2023
Second Reading: July 18, 2023
Third Reading: August 29, 2023
Public Hearing: August 29, 2023

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

AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENTS BY AND AMONG RICHLAND COUNTY, SOUTH CAROLINA, LDE LLC, AND SHOP GROVE 1 LLC (FORMERLY KNOWN AS PROJECT GROWTH) TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

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

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, 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, LDE LLC (“Sponsor”), together with Shop Grove 1 LLC (“Sponsor Affiliate”), desires to establish, in certain phases, certain facilities in the County which may be used for manufacturing, warehousing, distribution or commercial activities (collectively, “Project”) consisting of taxable investment in real and personal property of not less than \$29,000,000; and

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

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish,

the anticipated dollar amount and nature of the investment and the anticipated costs and benefits to the County, and hereby finds:

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

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

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

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the form of 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 each 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 each Fee Agreement and to deliver each 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, receipt of the consent of the City of Columbia as to the inclusion of the Project in the Park and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)
ATTEST:

Honorable Overture Walker, Chair
Richland County Council

Anette Kirylo, Clerk of Council,
Richland County

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: July 11, 2023
Second Reading: July 18, 2023
Public Hearing: August 29, 2023
Third Reading: August 29, 2023

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

LDE LLC,

SHOP GROVE 1 LLC,

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 2023

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	LDE LLC	
Project Location	135 Sparkman Drive, Columbia, SC 29209	
Tax Map No.	R16200-04-18; R13500-03-05	
FILOT		
• Phase Exemption Period	30 years	1.1
• Contract Minimum Investment Requirement	[\$18,000,000/\$11,000,000]	1.1
• Investment Period	First day of any purchase or acquisition of Economic Development Property through five-year anniversary of Commencement Date	1.1
• Assessment Ratio	6%	4.1
• Millage Rate	.5502	4.1
• Fixed or Five-Year Adjustable Millage	Fixed	4.1
• Claw Back Information	See Exhibit E	6.1 and Exhibit E
• Multicounty Park	I-77 Multi-County Park (Richland/Fairfield)	N/A
• Infrastructure Credit	Yes	5.1 and Exhibit D
• Credit Term	35% for 10 years	
• Claw Back Information	See Claw Back Information above.	
• Other Information	Shop Grove 1 LLC is a Sponsor Affiliate	

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], among 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, LDE LLC, a limited liability company organized and existing under the laws of the State of South Carolina (“*Sponsor*”), and SHOP GROVE 1, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (“*Sponsor Affiliate*”).

WITNESSETH:

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

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor, together with the Sponsor Affiliate, has committed to establish, in phases, certain facilities (collectively “*Facility*”) in the County which may be used for manufacturing, warehousing, distribution or commercial activities, consisting of taxable investment in real and personal property in the aggregate of not less than \$29,000,000, of which \$[18,000,000]/[11,000,000] shall be invested under and subject to the terms of this Agreement;

(d) By an ordinance enacted on _____, 2023, 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, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

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

“Commencement Date” means the last day of the property tax year during which the initial Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2023.

“Contract Minimum Investment Requirement” means a taxable investment in real and personal property at the Project of not less than \$[18,000,000]/[11,000,000].

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

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

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

“Department” means the South Carolina Department of Revenue.

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

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

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

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

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

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

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

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

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2058, the Final Termination Date is expected to be January 15, 2059, which is the due date of the last FILOT Payment with respect to the Final Phase.

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

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

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

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2028.

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

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

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

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

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

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

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

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

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

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

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

“**Sponsor Affiliate**” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement. Initially, Shop Grove 1, LLC shall be the only Sponsor Affiliate under this Fee Agreement.

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

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

(c) The County identified the Project, as a "project" on July 11, 2023 by adopting an Inducement Resolution, as defined in the Act on July 11, 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 facility for use in manufacturing, warehousing, distribution or commercial activities or 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, together with the Sponsor Affiliate.

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

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

Section 2.3. *Representations and Warranties of the Sponsor Affiliate.* The Sponsor Affiliate represents and warrants 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 Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

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

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

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

(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 Affiliate 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, together with the Sponsor Affiliate, intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2023. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

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

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2024, 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, the Sponsor, and the Sponsor Affiliate have elected to use the fair market value established in the first year of the Phase Exemption Period, multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 0.5502, 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 and Sponsor Affiliate acknowledge that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor and Sponsor Affiliate timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor or Sponsor Affiliate to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

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

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

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

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

Section 4.3. *Removal of Components of the Project.* Subject to the other terms and provisions of this Fee Agreement, the Sponsor or Sponsor Affiliate 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 or Sponsor Affiliate may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor or Sponsor Affiliate 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 or Sponsor Affiliate does not elect to terminate this Fee Agreement, then the Sponsor or Sponsor Affiliate may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor or Sponsor Affiliate 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 or Sponsor Affiliate, the Sponsor or Sponsor Affiliate shall have the option to

terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

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

(c) In the year in which the taking occurs, the Sponsor or Sponsor Affiliate 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 or Sponsor Affiliate has made with respect to the Economic Development Property.

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

**ARTICLE V
ADDITIONAL INCENTIVES**

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

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

**ARTICLE VI
CLAW BACK**

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

**ARTICLE VII
DEFAULT**

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

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

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

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

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

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

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement as to the entity in default; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

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

Section 8.2. Confidentiality. The County acknowledges that the Sponsor and Sponsor Affiliate may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor and Sponsor Affiliate. The Sponsor and Sponsor Affiliate 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 or Sponsor Affiliate with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

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

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

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

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

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

order to afford the Sponsor and Sponsor Affiliate notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

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

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

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

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

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

Section 8.8. *Administration Expenses.* The Sponsor and Sponsor Affiliate will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor and Sponsor Affiliate will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor and Sponsor Affiliate shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor and Sponsor Affiliate of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County’s approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate’s joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County. Initially, Shop Grove 1 LLC shall be the only Sponsor Affiliate.

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:

LDE LLC
Attn: Property Tax Manager
P.O. Box 1837
Columbia, SC 29202

WITH A COPY TO (does not constitute notice):

Haynsworth Sinkler Boyd, P.A.
Attn: William R. Johnson
1201 Main Street, 22nd Floor (29201)
Post Office Box 11889
Columbia, South Carolina 29211

IF TO THE SPONSOR:

Shop Grove 1 LLC
Attn: Property Tax Manager

P.O. Box 1837
Columbia, SC 29202
WITH A COPY TO (does not constitute notice):

Haynsworth Sinkler Boyd, P.A.
Attn: William R. Johnson
1201 Main Street, 22nd Floor (29201)
Post Office Box 11889
Columbia, South Carolina 29211

IF TO THE COUNTY:

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

WITH A COPY TO (does not constitute notice):

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

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

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

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

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

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

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

Section 10.8. Interpretation; Invalidity; Change in Laws.

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

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

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

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

Section 10.10. Termination; Termination by Sponsor or Sponsor Affiliate.

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

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

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

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

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

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

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

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

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

LDE LLC

By: _____
Its: _____

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

SHOP GROVE 1 LLC

By: _____
Its: _____

Signature Page 3 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement

EXHIBIT A
PROPERTY DESCRIPTION

That certain parcel bearing Richland County tax map number R16200-04-18, consisting of approximately 37.33 acres, more or less, it being understood that such parcels may be further subdivided or combined or may be enlarged by the closure of adjoining public roadways or public rights-of-way in accordance with applicable law;

Together with that certain parcel bearing Richland County tax map number R13500-03-05, consisting of approximately 0.87 acres, more or less, it being understood that such parcels may be further subdivided or combined or may be enlarged by the closure of adjoining public roadways or public rights-of-way in accordance with applicable law.

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”), among Richland County, South Carolina (“County”), LDE LLC (“Sponsor”) and Shop Grove 1 LLC (“Sponsor Affiliate”).

1. Joinder to Fee Agreement.

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

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

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

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

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

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

4. Governing Law.

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

5. Notice.

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

[_____]

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

Date

Name of Entity
By: _____
Its: _____

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

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

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

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

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

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

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

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

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

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

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

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

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

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

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


RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

Beginning with the first property tax year for which FILOT Payments are due under this Agreement, the Sponsor and Sponsor Affiliate are entitled to claim Infrastructure Credits against the FILOT Payments on the Project in an amount equal to 35% of such FILOT Payments for ten (10) consecutive years. The Infrastructure Credit will be applied to the FILOT Payments due, resulting in the Net FILOT Payment, as defined in Section 1.1 and Section 5.1 of the Fee Agreement.

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

If the Sponsor fails to achieve the Contract Minimum Investment Requirement by the end of the Investment Period, a claw back shall be paid which is calculated as follows:

Repayment Amount = Total Received x Claw Back Percentage

Claw Back Percentage = 100% - Investment Achievement Percentage

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

In calculating the Investment Achievement Percentage, only the investment made up to the Contract Minimum Investment Requirement will be counted.

For example, and by way of example only, if the Company had received \$100,000 in Infrastructure Credits, had an Investment Commitment of \$[18,000,000], and had only invested \$13,500,000 by the Certification Date, the Repayment Amount would be calculated as follows:

Investment Achievement Percentage = \$13,500,000/\$18,000,000 = 75%

Claw back Percentage = 100% - 75% = 25%

Repayment Amount = \$100,000 x 25% = \$25,000

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

To the extent there are any years remaining in the Credit Term following the Investment Period, the Infrastructure Credit shall be prospectively reduced by the Claw Back Percentage during the remaining Credit Term.

Investments of any Sponsor Affiliate initially included in or later added as a party to the Fee Agreement pursuant to the terms thereof shall be included in the determination of the actual investment achieved.

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park 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 2222 Main, LLC, a company formerly known to the County as Project Main View; and other related matters

Notes:

First Reading: June 6, 2023

Second Reading: June 13, 2023

Third Reading: August 29, 2023

Public Hearing: August 29, 2023

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

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR PUBLIC INFRASTRUCTURE CREDITS TO 2222 MAIN, LLC, A COMPANY FORMERLY KNOWN TO THE COUNTY AS PROJECT MAIN VIEW; AND OTHER RELATED MATTERS.

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding infrastructure serving the County (collectively, “Public Infrastructure”);

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

WHEREAS, 2222 Main, LLC, a Virginia limited liability company, (“Company”) desires to develop a multi-use and multi-family development within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$50,000,000.00;

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

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

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

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

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

Section 2. *Expansion of the Park Boundaries, Inclusion of Property.* The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is, contingent upon the City of Columbia's consent to such expansion in accordance with Section 4-1-170(C) of the Act, authorized. The Chair of County Council ("Chair"), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park's boundaries to include the Property is complete on the adoption of this Ordinance by County Council, receipt of the consent of the City of Columbia as to the inclusion of the Property in the Park and delivery of written notice to Fairfield of the inclusion of the Property, which written notice shall include a copy of this Ordinance and identification of the Property.

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Honorable Overture Walker, Chair
Richland County Council

(SEAL)
ATTEST:

Anette Kirylo, Clerk of Council
Richland County

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: June 6, 2023
Second Reading: June 13, 2023
Public Hearing: August 29, 2023
Third Reading: August 29, 2023

EXHIBIT B
FORM OF AGREEMENT

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

2222 MAIN, LLC

Effective as of: []

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of [DATE] (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and 2222 MAIN, LLC, a Virginia limited liability company (“Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public Infrastructure”);

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

WHEREAS, the Company has committed to establish a community apartment and mixed use development known as 2222 Main View Apartments in the County (“Project”) on property more particularly identified by **Exhibit A** (“Land”), consisting of taxable investment in real and personal property of not less than Fifty Million Dollars (\$50,000,000) and the creation of approximately 8 new, full-time jobs; and 2 new part time jobs;

WHEREAS, by an ordinance enacted on [DATE] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park and the City of Columbia, South Carolina consented to such expansion of Park boundaries by an ordinance enacted on [] in accordance with Section 4-1-170(C) of the Act; and

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than Fifty Million Dollars (\$50,000,000) in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2028 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment, in form and substance reasonably acceptable to the County. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the

Company is no longer entitled to any further benefits under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) The Company has committed to invest in the Public Infrastructure as described on **Exhibit B**. The Company shall certify its actual investment in the Public Infrastructure to the County by the Certification Date, by providing documentation, in form and substance reasonably acceptable to the County, to the County's Economic Development Department sufficient to reflect the amount invested in the Public Infrastructure. If the Company fails to complete the Public Infrastructure by the Certification Date, then the Company may not be entitled to the full value of the Public Infrastructure Credits as provided by this Agreement.

(c) Following the Certification Date, the County's Economic Development Department shall have 30 days ("Verification Date") to verify the Company's investment in the Public Infrastructure. The County has the right to exclude from the investment in Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County's Economic Development Department shall, on a date no later than the Verification Date, provide to the Company, by written notice, the County's determination of the verified amount of investment made by the Company in Public Infrastructure. Failure to provide a written verification by the Verification Date shall be deemed to be a determination by the County that all costs certified by the Company are verified as eligible costs.

Section 2.3. Public Infrastructure Credits.

(a) To assist in paying for costs of Public Infrastructure, the County shall provide a Public Infrastructure Credit against certain of the Company's Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described in **Exhibit C**.

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

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND

THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

(d) In the sole discretion of the County, at the end of the Credit Term, as described in **Exhibit C**, the County may renew the Credit Term for an additional ten (10) year period which renewal must be approved by adoption of an ordinance by County Council. Nothing in this Agreement shall be construed as an obligation by the County to extend the Credit Term.

(e) The County makes no representation or warranty with respect to the Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Public Infrastructure.

Section 2.4. Filings. To assist the County in administering the Public Infrastructure Credits, the Company shall, for the Credit Term, prepare and file with the County such separate schedules or information with respect to the Property as may be necessary to distinguish the Property from any other property of the Company. Additionally, the Company shall, on or before January 31 of each year during the Credit Term, commencing in January 31, 2024, deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as **Exhibit D**, as may be amended by subsequent resolution, with respect to the Company.

Section 2.5 Cumulative Public Infrastructure Credit. The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested by the Company in Public Infrastructure, as verified, or deemed verified, by the County as of the Verification Date. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with Section 2.3 of this Agreement.

ARTICLE III DEFAULTS AND REMEDIES

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

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

(b) An abandonment or closure of the Project; For purposes of this Agreement, "abandonment or closure of the Project" means (i) the total cessation of construction on the Project, or (ii) after completion of construction of the Project, the total vacating of occupation and use of the Project, in either case for a period in excess of one hundred twenty (120) consecutive calendar days, other than for force majeure or other reasons beyond the control of Company;

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

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

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

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

Section 3.2. Remedies on Default.

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

(i) terminate the Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

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

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

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

Section 3.5. Nonwaiver. A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE IV
MISCELLANEOUS**

Section 4.1. Examination of Records; Confidentiality.

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

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

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

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

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

Section 4.5. Limitation of Liability.

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

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and

agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

(c) The County is not responsible for the Public Infrastructure and disclaims all liability with respect to the Public Infrastructure.

Section 4.6. Indemnification Covenant.

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

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

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

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

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

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

if to the County:

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

Columbia, South Carolina 29204
Phone: 803.576.2043
Fax: 803.576.2137

with a copy to
(does not constitute notice):

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

if to the Company:

2222 Main, LLC
c/o Mr. Steven Middleton
Commonwealth Properties
9030 Stony Point Parkway, Suite 350
Richmond, Virginia 23235

with a copy to

Rogers, Lewis, Jackson, Mann, and Quinn
Attn: Robert B. Lewis and Christian Rogers
1901 Main St. Suite 1200
Columbia, South Carolina 29201

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

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

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

Section 4.10 Agreement to Sign Other Documents. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company

such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, 2222 Main, LLC, has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

2222 MAIN, LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

All that piece, parcel, or tract of land, with the improvements thereon, situate, lying and being on the eastern side of Main Street, between Scott Street and Franklin Street, in the City of Columbia, County of Richland, State of South Carolina, said tract commencing at a point on the easterly margin of Main Street, a distance of eighty-one (81) feet, more or less, north of the intersection of Main Street and Scott Street; thence running north along the eastern side of Main Street for a distance of three hundred twelve and 9/10 (312.9) feet, more or less, to a point; and, there cornering and thence running east along property now or formerly of W. G. Belser, for a distance of one hundred forty-three and 3/10 (143.3) feet, more or less, to a point; and there cornering and thence running north for a distance of one hundred twenty-one (121) feet, more or less, along property now or formerly of W. G. Belser, and possibly of others, to a point; and, there cornering and thence running east along property of unknown party a distance of twenty-five (25) feet, more or less, to Gaillard Street, to a point; and there cornering and thence running south along Gaillard Street a distance of one hundred twenty-five (125) feet, more or less, to a point; and, there cornering and thence running east along the dead-end of Gaillard Street, to a point; and there cornering and thence running south along property now or formerly of Conrad Holding Co. for a distance of forty-six and 6/10 (46.6) feet, more or less, to a point; and there cornering and thence running east along property now or formerly of Conrad Holding Co. for a distance of two hundred seventeen (217) feet, more or less, to a point on the westerly margin of Sumter Street; and, there cornering and thence running south along the western side of Sumter Street for a distance of three hundred forty-three and 1/10 (343.1) feet, more or less, to a point on the northerly margin of Scott Street; and there cornering and thence running west along Scott Street for a distance of two hundred seventy and 6/10 (270.6) feet, more or less, to an alley; and, there cornering and thence running north along said alley for a distance of one hundred fifty-five and 7/10 (155.7) feet, more or less; and there, cornering and thence running west for a distance of ten (10) feet, more or less, to a point; and there cornering and thence running south along said alley for a distance of seventy-five and 6/10 (75.6) feet, more or less, to a point; and there cornering and running west along property now or formerly of M. O. Youmans for a distance of one hundred forty (140) feet, more or less, to the eastern side of Main Street, being the point of commencement.

ALSO: All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being at the southwestern corner of the intersection of Franklin Street and Sumter Street, in the City of Columbia, in the County of Richland, in the State of South Carolina, said lot being Lot No. 4, as shown on plat of property of Ridgewood Development Company, made by Tomlinson Engineering Company, dated July 5, 1938, said lot hereby conveyed being in shape a rectangle measuring on its northern and southern sides one hundred (100) feet, more or less, and on its eastern and western sides two hundred (200) feet, more or less, begin bounded on the north by said Franklin Street; on the east by said Sumter Street; on the south by lot formerly of Edgewood Development Company, being Lot No. 5 as shown on said plat; and on the west by land formerly of Edgewood Development Company, being Lots Nos. 3 and 9 as shown on said plat.

ALSO: All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being at the southeastern corner of Franklin and Gaillard Streets, in the City of Columbia, in the County of Richland, in the State of South Carolina, and measuring and bounding as follows: on the north by Franklin Street and whereon it measures one hundred seventeen (117) feet; on the east by Lot No. 4 on plat hereinafter mentioned and whereon it measures two hundred (200) feet; on the south by Lots Nos. 5 and 10 on plat hereinafter mentioned and whereon it measures one hundred seventeen (117) feet; and on the west by Gaillard Street and whereon it measures two hundred (200) feet; said lot is composed of Lots Nos. 2, 3 and 9 as shown on plat of property surveyed for Wilson Motor Company by Barber, Keels and Associates, Engineers, on April 1, 1952.

ALSO: All that certain piece, parcel or lot land, with the improvements thereon, situate, lying and being on the Western side of Sumter Street in the City of Columbia, County of Richland, State of South Carolina, being shown and designated as Lots 5, 6, 10 and 11 on a plat of property of Edgewood Development Corp. made by Tomlinson Engineering Co., dated July 5, 1938, and recorded in the Office of the Register of Deeds for Richland County in Plat Book K at Page 1. The Lot hereby conveyed is also shown on a plat of property surveyed for Lucile K. Kibler by B. P. Barber & Associates, Inc., dated June 29, 1965. Said lot being bounded and measuring as follows: On the North by Lots 4 and 9 and measuring thereon Two Hundred Seventeen (217) feet; on the East by Sumter Street and measuring thereon One Hundred (100) feet; on the South by Lots 7 and 12 and measuring Two Hundred Seventeen (217) feet; and on the West by Gaillard Street and measuring thereon One Hundred (100) feet.

ALSO: All that certain piece, parcel or lot land, with the improvements thereon, situate, lying and being on the west side of Sumter Street, between Jefferson and Franklin Streets, in the City of Columbia, County of Richland, and State of South Carolina, said lot being and embracing Lots 7, 8, 12, and the eastern portion of Lot 13, as shown on plat of property of Edgewood Development Company embracing the same, made by Tomlinson Engineering Company, dated July 5, 1938, and recorded in the Office of the Register of Deeds for Richland County in Plat Book K at Page 1, said lot being a rectangle in shape, beginning on Sumter Street 300 feet South of the intersection thereof with said Franklin Street, and running thence south along said Sumter Street for a distance, in the aggregate, of 97.9 feet, then turning and running westward along lot now or formerly of C. G. Vogell for a distance, in the aggregate, of 217 feet, more or less, then turning and running northward along the remaining portion of said Lot 13 and along an unnamed street for a distance, in the aggregate, of 96.4 feet, more or less, then turning and running along Lots 11 and 6, as shown on said plat, for a distance, in the aggregate, of 217 feet to the point of beginning.

ALSO conveyed by this Deed are the rights and easements, if any, owned on the date of this Deed by Grantors, relating to the use of a strip of land twenty (20) feet in width of, along, and upon the remaining portion of Lot 13 above referred to for all purposes of access, ingress, and egress to and from the premises above described, as is established by an agreement entered into between Charles G. Vogell and B. D. Cullum, which agreement is recorded in the Office of the Register of Deeds for Richland County in Deed Book F.A. at Page 160. This conveyance includes and is subject to, and Grantee expressly accepts and agrees to be bound by, the rights and obligations, if any, to which Grantors are subject on the date of this

Deed established by party wall agreements of record; and particularly the agreement between Charles G. Vogell and B. D. Cullum dated January 30, 1941, and recorded in the Office of the Register of Deeds for Richland County in Deed Book E.Z. at Page 73.

TMS: 09016-02-06

EXHIBIT B (See Section 2.2)

DESCRIPTION OF PUBLIC INFRASTRUCTURE

The anticipated Public Infrastructure and expected costs are further detailed below:

1.	Parking deck	\$10,800,000.00.
2.	Main Street – Mill, overlay, and paint,	\$250,000.00.
3.	Utilities Construction	\$500,000.00.
4.	Street landscaping/irrigation,	\$230,000.00.
5.	Adam street lights,	\$180,000.00.
6.	Street vendor area,	\$250,000.00.
7.	Street sidewalks, curb, gutter, paving	\$325,000.00
8.	Demolition/Blight Eradication	<u>\$450,000.00</u>
	Total	\$12,985,000.00

The Company and the County acknowledge and agree that: (i) the Public Infrastructure may, subject to the provisions of **Section 2.2(c)** of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested in by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the specific line item budget amounts listed above are current estimates and the actual expenditures made by the Company with respect to each such line item may fluctuate as the Project develops.

EXHIBIT C (See Section 2.3)

DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Public Infrastructure.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10th year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Public Infrastructure ("Credit Term").

EXHIBIT D (See Section 2.5)

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

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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12, 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

Richland County Council Request for Action

Subject:

Department of Public Works – Engineering – Pavement Management System

Notes:

July 25, 2023 – The A&F Committee recommended Council approve pavement management services from Roadway Management Technology.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Shirani Fuller	Title:	County Engineer
Department:	Public Works	Division:	Engineering
Date Prepared:	July 5, 2023	Meeting Date:	July 25, 2023
Legal Review	Elizabeth McLean via email	Date:	July 14, 2023
Budget Review	Abhijit Deshpande via email	Date:	July 7, 2023
Finance Review	Stacey Hamm via email	Date:	July 7, 2023
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
Meeting/Committee	Administration & Finance		
Subject	Pavement Management System		

RECOMMENDED/REQUESTED ACTION:

The Engineering Division of the Department of Public Works requests approval for pavement management services from Roadway Management Technology (RMT).

Request for Council Reconsideration: Yes

FIDUCIARY:

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

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The associated cost is \$150,000. This includes all startup cost- hardware, software, importing roadway condition data, and support services from the vendor for one year. An annual subscription cost of \$80,000 is required to continue using the service.

Applicable department/grant key and object codes: 1216302000/530700

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

This was a direct solicitation through a sole source vendor.

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

The County Attorney’s Office has reviewed the reviewed the agreement and recommended changes which have been approved by the vendor.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

STRATEGIC & GENERATIVE DISCUSSION:

Public Works currently maintains approximately 640 miles of paved roads. Staff currently tracks the County's network and projects through spreadsheets and GIS. To improve efficiency during the decision-making processes, staff finds an automated system necessary to manage this inventory. Roadway Management Technology (RMT) has a product line to capture data daily, store and update road conditions, project deterioration, and assist with fund allocation. This technology is proprietary and includes all hardware, software, and support services to assist the County in managing its inventory.

ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:

Objective 1.1: Develop a long-term plan for meaningful resource allocation

Objective 4.3: Create excellent infrastructure facilities; prepare long term maintenance and capital investment plans

Objective 5.4: Development of long-term improvement plans allows us to better engage with the community

ATTACHMENTS:

1. Sole source - Procurement
2. Sole source letter from vendor
3. Quote



SOLE SOURCE PROCUREMENT

Definitions utilized in determining a True Sole Source Purchases

Sole Source is when only *one Vendor/Contractor* possesses unique and singularly available capacity to meet the requirements such as technical specifications and qualifications, ability to deliver at and in a particular and desired time. When the required equipment, supplies, construction, goods or services are available from only one source and no other type will satisfy the need.

Sole Source must be justified with information of efforts undertaken to locate possible alternative supplier. Whenever using Sole Source rather than full and open competition, provide an explanation of the reason *why* specifications suitable for full and open competition could not be developed or meet your needs; *why* it is necessary; *how* is it in the county's best interest.

A "True Sole Source" is when a product is available from only one source, often determined by patent or copyright protection, proprietary rights and capacity of one supplier to provide superior capabilities unobtainable from any other supplier for similar products.

The County Administrator is required to approve when purchases are estimated to cost in excess of fifteen thousand dollars (\$15,000.00).

The following are examples describing circumstances which could necessitate a "Sole Source":

- (a) Where the compatibility of equipment, accessories, or replacement parts is the paramount consideration;
- (b) Where a sole supplier's item is needed for trial use or testing;
- (c) Where a sole source supplier's item is to be procured for resale;
- (d) Where public utility services are to be procured;
- (e) Where the item is one of a kind; and
- (f) Printed forms, pamphlets, brochures, exclusive of printing equipment.

1. REQUIRING DEPARTMENT:

NAME OF REQUESTOR:

2. DESCRIPTION OF ACTION.

a. State if procurement is: Non-Urgent Sole Source Urgent Sole Source

b. For the Sole Source provide the following:

Company: Roadway Management Technologies

Point of Contact: Noah Butler

Email: noah@roadmantech.com

Telephone #: 501-551-0059

Fax #:

3. DESCRIPTION OF SUPPLIES/SERVICES, ESTIMATED DOLLAR VALUE AND DELIVERY REQUIREMENTS. Give a short description of the item or service required, the estimated cost, and required delivery date. Pavement management services- hardware, software, and account management; cost is \$150,000; delivery is October 2023

4. EXPLANATION OF SOLE SOURCE CIRCUMSTANCES. For Sole Source Requirements:

(a) Explain why the item (s) is needed and what will happen if it's not received by the Required Delivery Date (RDD). Describe impact on overhaul/availability schedules, impact to support, personnel safety issues, potential environmental damages, etc., and include the dollar value associated with late delivery:

Needed to automate the management of road inventory. This is currently a manual processes which is time consuming and requires a number of assumption about current conditions. Delay of purchase will cause delays in planning, packaging of projects, and allocation of funding.

Required Delivery Date (RDD): October 2023

Cost:

(b) Explain the unique features/function of the item and why only one manufacturer can provide it. Discuss why a similar product from another manufacturer will not work:

This technology is proprietary. RMT is the only vendor currently offering the daily passive collection of data collection, quality control review, data storage and projections.

(c) If the item can only be obtained from the OEM (Original Equipment Manufacturer), discuss the proprietary (i.e. owned by the company, not for public release) Design, drawing, specification requirements:

The hardware and software owned by RMT are both proprietary.

(d) If there is a higher order requirement mandating a particular manufacturer (Public Safety equipment, goods and services), cite the requirement and who approved or required its usage:

N/A

(e) For component repair or replacement parts, explain any compatibility requirements, including a description of the existing equipment and the interface requirements:

RMT will replace or repair all hardware at additional cost

5. PROPRIETARY INFORMATION: If sole source is based on proprietary data, a statement to that effect is all that is required in response to this block. The equipment, goods, process and software are proprietary to:

Roadway Management Technology

CERTIFICATIONS

I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.

REQUESTOR

Name, Title and Signature:

SHIRANI FULLER, COUNTY ENGINEER 

Account Code:

1214302000 / 530700

Telephone:

574-3576


Date:

07/05/2023

I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.

DEPARTMENT DIRECTOR

Name and Signature:

Mike Maloney 

Date:

7-5-2023

BUYER

Name and Signature:

Date:

PROCUREMENT MANAGER

Name and Signature

Date:

ADMINISTRATOR (Purchases in excess of \$15,000)

Name and Signature

Date:



ROADWAY MANAGEMENT TECHNOLOGIES, LLC

425 W Capitol Ave. Suite 1201 | Little Rock, AR 72201 | (501) 551-0780 | roadmantech.com

July 5th, 2023

ATTN: Richland County, South Carolina
400 Powell Road
Columbia, SC 29203
803-576-2400

Dear Richland County, South Carolina:

Roadway Management Technologies, LLC ("RMT") is the sole source provider of RMT's RoadRunner Passive Road Surveying Solution ("RoadRunner"), a product and service developed and sold exclusively by Roadway Management Technologies, LLC.

RMT's RoadRunner platform allows agencies to passively crowdsource road surface quality information using agency-owned vehicles. RMT's unique and proprietary hardware and software combination preclude competition, as there is no other company allowing agencies to collect their own road quality data passively on a large, repeatable scale.

Sincerely,

Candler McCollum

CEO

501.626.1313



Roadway Management Technologies, LLC

425 W Capitol Ave, Ste 1202 | Little Rock, AR, 72201

Date: 07/05/2023

Pricing Sheet

Richland County, SC

400 Powell Rd
Columbia, SC 29203

Service	Price	Qty	Extended Price (Period)
RMT Passive Road Surveying Software License Year 1	\$150,000.00	1	\$150,000.00
RMT Passive Road Surveying Software License Year 2	\$80,000.00	1	\$80,000.00
TOTAL			\$150,000.00 Year 1 \$80,000.00 Year 2

Refer to the previous pages for service details. Billing occurs at the beginning of each period.

Hardware Installation Period: 09/01/2023 - 09/30/2023 (midnight)

Subscription Periods: 10/01/2023 - 09/30/2024 (midnight) Total: \$150,000.00

10/01/2024 - 09/30/2025 (midnight) Total: \$80,000.00

SIGN: _____

Candler McCollum

NAME: _____

Chief Executive Officer

TITLE: _____

DATE: _____

Richland County Council Request for Action

Subject:

Review of OSBO Ordinances:

1. Ordinance 058-16HR – “An Ordinance amending the Richland County Code of Ordinances, Chapter 2, Administration; so as to move the division known as the Office of Small Business Opportunity from Procurement so that this division directly reports to the County Administrator

Notes:

July 25, 2023 – The Committee recommended the Office of Small Business Opportunity Division to report directly to the County Administrator, as enumerated in Ordinance 058-16HR.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 058-16HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; SO AS TO MOVE THE DIVISION KNOWN AS THE OFFICE OF SMALL BUSINESS OPPORTUNITY FROM PROCUREMENT SO THAT THIS DIVISION DIRECTLY REPORTS TO THE COUNTY ADMINISTRATOR

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

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article III, Administrative Offices and Officers; Division 9, Office of Procurement; Section 2-153.5; is hereby deleted.

SECTION II. The Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Business Enterprise Procurement Requirements; Section 2-639; General Provisions; sub-paragraph (c); is hereby amended by the addition of the following definition, which shall be placed in appropriate alphabetical order:

Office of Small Business Opportunity. The office which shall manage and administer the SLBE Program (see Section 2-639 et. seq.) and shall undertake other functions and duties as assigned by the county administrator or county council.

SECTION III. The Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Business Enterprise Procurement Requirements; shall be amended by replacing each reference of the "director of procurement" to the "director of the Office of Small Business Opportunity."

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

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

SECTION VI. Effective Date. This ordinance shall be effective from and after December 6, 2016.

RICHLAND COUNTY COUNCIL

BY: Torrey Rush
Torrey Rush, Chair

Attest this 14 day of

December, 2016.

Michelle Onley
Michelle Onley
Deputy Clerk of Council

First Reading: November 1, 2016
Second Reading: November 15, 2016
Third Reading: December 6, 2016
Public Hearing: December 6, 2016

RICHLAND COUNTY
FILED
2017 FEB 24 PM 1:52
JEANETTE W. MORRIS
C.C.P. & G.S.

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

Richland County Council Request for Action

Subject:

2023 Employee Evaluation

Notes:

July 26, 2023 – The Committee recommended Council approve Pathways Consulting’s recommendations for staff evaluations and to negotiate to extend the contract with the consultant for an additional year to assist with employee evaluations.



REQUEST OF ACTION

Subject: FY24 - District 5 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$31,000** for District 5.

B. Background / Discussion

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

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

Motion List (3rd reading) for FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 5 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 47,625
Nickelodeon Theatre	\$ 5,000
Jam Room Foundation	\$ 6,000
ColaJazz Foundation	\$ 5,000
Five Points Association	\$ 10,000
Columbia Music Fest Association	\$ 5,000
Total Allocation	\$ 31,000
Remaining FY2024 Balance	\$ 89,650

C. Legislative / Chronological History

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

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY24 - District 6 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** for District 6.

B. Background / Discussion

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

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

Motion List (3rd reading) for FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 6 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$408,675
ColaJazz Foundation	\$ 5,000
Total Allocation	\$ 5,000
Remaining FY2024 Balance	\$476,100

C. Legislative / Chronological History

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

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY24 - District 9 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$25,000** for District 9.

B. Background / Discussion

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

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

Motion List (3rd reading) for FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 9 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$222,325
ColaJazz Foundation	\$ 5,000
Ridgeview High School “The Bash”	\$ 20,000
Total Allocation	\$ 25,000
Remaining FY2024 Balance	\$279,750

C. Legislative / Chronological History

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

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY24 - District 10 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$20,000** for District 10.

B. Background / Discussion

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

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

Motion List (3rd reading) for FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 10 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 42,625
Latino Communications CDC	\$ 15,000
Columbia City Ballet	\$ 5,000
Total Allocation	\$ 20,000
Remaining FY2024 Balance	\$105,050

C. Legislative / Chronological History

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

D. Alternatives

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

E. Final Recommendation

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



REQUEST OF ACTION

Subject: FY24 - District 11 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** for District 11.

B. Background / Discussion

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

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

Motion List (3rd reading) for FY24, Regular Council Meeting – June 6, 2023: Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 11 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$184,527
Main Street Latin Festival	\$ 5,000
Total Allocation	\$ 5,000
Remaining FY2024 Balance	\$261,952

C. Legislative / Chronological History

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

D. Alternatives

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

E. Final Recommendation

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