

# **RICHLAND COUNTY**

## **REGULAR SESSION**

### **AGENDA**

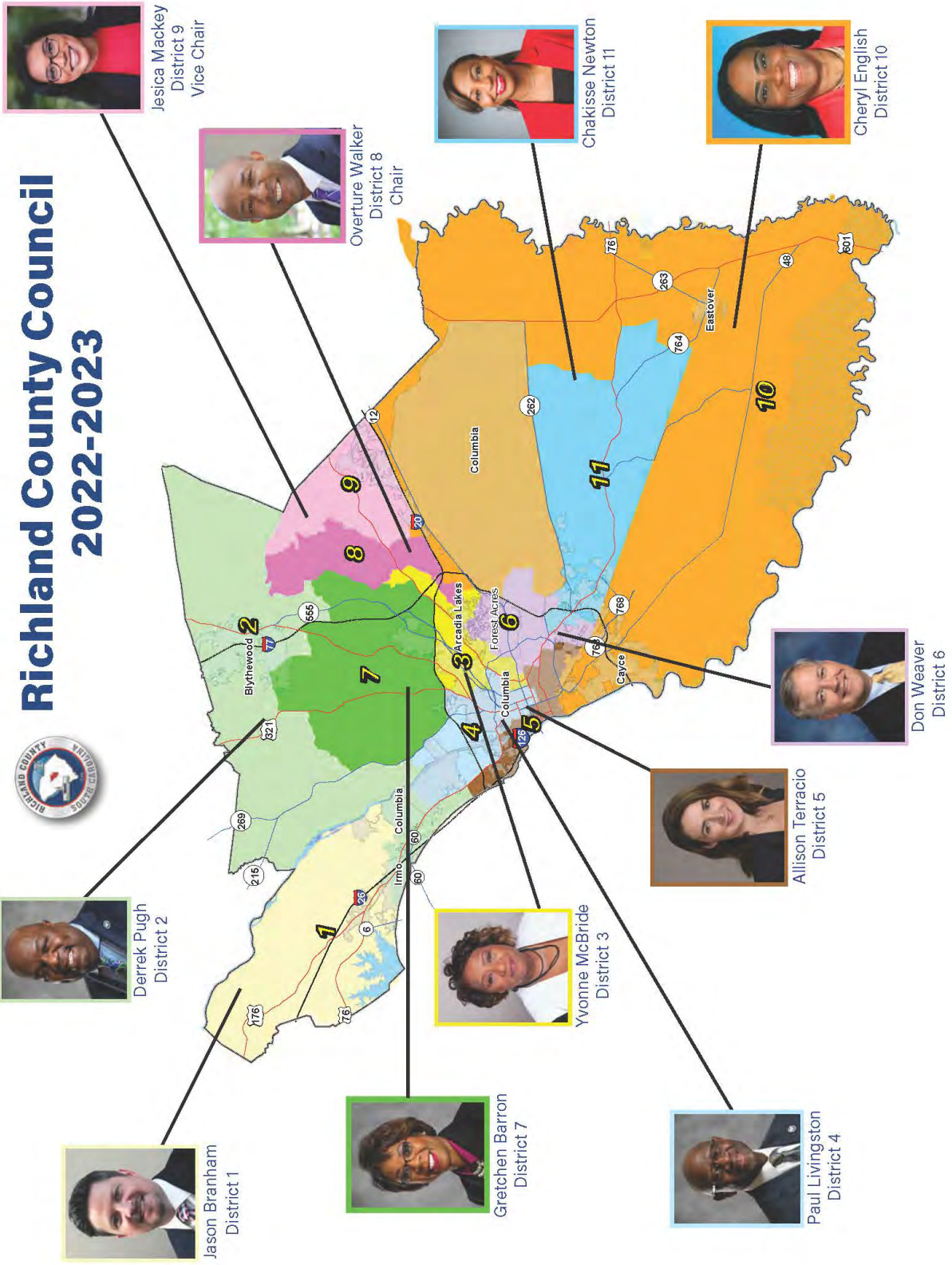


**TUESDAY MAY 16, 2023**

**6:00 PM**

**COUNCIL CHAMBERS**

# Richland County Council 2022-2023





**Richland County  
Regular Session**

**AGENDA**

May 16, 2023 06:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

**1. CALL TO ORDER**

The Honorable Overture Walker,  
Chair Richland County Council

**a. ROLL CALL**

**2. INVOCATION**

The Honorable Yvonne McBride

**3. PLEDGE OF ALLEGIANCE**

The Honorable Yvonne McBride

**4. PRESENTATION OF PROCLAMATION**

**a. A Proclamation recognizing the United States National  
Lawn Tennis Association of South Carolina**

The Honorable Gretchen Barron

**5. PRESENTATION OF RESOLUTIONS**

**a. A Resolution recognizing May as Asian American and  
Pacific Islander (AAPI) Heritage Month**

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

**b. Resolution honoring Richland County Emergency  
Medical Service Employees**

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

- c. A Resolution Honoring "National Public Works Week"  
May 21-27, 2023

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

- d. A Resolution honoring Richland County Detention  
Center Correctional Officers

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

**6. APPROVAL OF MINUTES**

- a. Regular Session: May 2, 2023 [\[PAGES 10-23\]](#)

The Honorable Overture Walker

**7. ADOPTION OF AGENDA**

**8. REPORT OF THE ATTORNEY FOR EXECUTIVE  
SESSION ITEMS [Pursuant to SC Code 30-4-70]**

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. Clerk to Council's Office

**9. CITIZEN'S INPUT**

The Honorable Overture Walker

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

**10. 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.)

**11. REPORT OF THE COUNTY ADMINISTRATOR**

Leonardo Brown,  
County Administrator

- a. Updates for Consideration:
  - 1. Alvin S. Glen Detention Center [\[PAGE 24\]](#)
  - 2. Land Development Code Community Meetings [\[PAGE 24\]](#)
- b. Capital Project Updates:
  - 1. Public Safety Center for E911 [\[PAGES 24-25\]](#)
  - 2. Family Services Center [\[PAGE 26\]](#)
- c. Administrator’s Nomination:
  - 1. South Carolina Infrastructure Investment Grant Awards
    - a. Richland County Eastover Wastewater Treatment Plant Expansion [\[PAGE 27\]](#)
    - b. Richland County Hickory Ridge Stormwater Conveyance System Upgrades [\[PAGES 27-28\]](#)

**12. REPORT OF THE CLERK OF COUNCIL**

Anette Kirylo,  
Clerk of Council

**13. REPORT OF THE CHAIR**

The Honorable Overture Walker

**14. 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 Xerxes Corporation, a company previously identified as Project Armitage, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

**15. APPROVAL OF CONSENT ITEMS**

The Honorable Overture Walker

- a. Case # 22-019MA  
Bill Theus  
PUD to PUD (55.2 Acres)  
Wilson Blvd.  
TMS # R14900-04-01, R14800-02-22, R14800-02-32,  
R14800-02-27, R14800-02-35, and R14800-02-29  
[\[THIRD READING\] \[PAGES 29-35\]](#)

**16. 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 Xerxes Corporation, a company previously identified as Project Armitage, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [PAGES 36-71]

**17. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

The Honorable Paul Livingston

- a. Authorizing the joint development and creation of a multicounty park with Fairfield County for the Scout Motors Project; authorizing the execution and delivery of an agreement governing the multicounty park; authorizing the inclusion of certain property located in Richland County in the multicounty park; and other related matters [FIRST READING] [PAGES 72-89]
- b. Authorizing the execution and delivery of an amendment to fee-in-lieu of ad valorem taxes and special source revenue credit agreement by and between Richland County, South Carolina, and Mark Anthony Brewing Inc. and an amendment to the additional project land purchase agreement by and between Richland County and Mark Anthony Brewing Inc.; and other related matters [FIRST READING] [PAGES 90-102]

**18. REPORT OF RULES & APPOINTMENTS COMMITTEE**

The Honorable Gretchen Barron

**a. NOTIFICATION OF APPOINTMENTS**

- 1. Accommodations Tax Committee – Six (6) Vacancies (ONE applicant must have a background in the lodging industry, THREE applicants must have a background in the hospitality industry, ONE applicant must have a cultural background and ONE applicant will fill an At-large seat)
  - a. April Shawn Morgan
  - b. Jasmine Farrior
- 2. Building Codes Board of Appeals – Nine (9) Vacancies (ONE applicant must be from the Architecture Industry, ONE from the Gas Industry, ONE from the Building Industry, ONE from the Contracting Industry, ONE applicant must be from the Plumbing Industry, ONE applicant must be from the Electrical Industry, ONE applicant must be from the Engineering Industry and TWO from Fire Industry as alternates)



a. Jesse Burke

3. Midlands Workforce Development Board – Seven (7) Vacancies (Four [4] applicants must be from the Private Sector; One [1] applicant must represent Career & Technical Education; One [1] applicant represent Adult Education; and One [1] applicant must represent the SC Department of Employment & Workforce)

a. Fabian Edward Zalewa (\*SC Dept. of Employment & Workforce Representative)

b. Bobby Cunningham - (\*Incumbent - Adult Education)

c. Michael Ray - (\*Incumbent - Private Sector)

d. David Prigge - ("Incumbent - Career & Technical Education)

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

- a. Proposed FY24 Community Impact Grant Application

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

- a. American Rescue Plan Application Review and Recommendation:

1. Senior Assistance
2. Unhoused Persons Categories

- b. Staff Updates:

1. Affordable Housing
2. Desk Reviews

**21. OTHER ITEMS**

The Honorable Overture Walker

- a. FY23 - District 2 Hospitality Tax Allocations  
**[PAGES 103-104]**

1. Omega Men of Columbia - \$5,000

- b. FY23 - District 3 Hospitality Tax Allocations  
**[PAGES 105-106]**

1. Greater Waverly Foundation - \$15,000

**22. 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.*

**23. MOTION PERIOD**

The Honorable Overture Walker

**24. 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**

May 2, 2023 – 6:00 PM  
Council Chambers

2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Kyle Holsclaw, Angela Weathersby, Dale Welch, Aric Jensen, Patrick Wright, Leonardo Brown, Anette Kirylo, Susan O’Cain, Jeff Ruble, Ashiya Myers, Chelsea Bennett, Sarah Harris, Lori Thomas, Michael Maloney, Jennifer Wladischkin, Andrew Haworth, Dante Roberts, Bryant Davis, Crayman Harvey, Shirani Fuller, Tamar Black, Erica Wade, Pamela Green, Margaret Jones, and Bill Peters

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

**POINT OF PERSONAL PRIVILEGE** – Mr. Walker acknowledged that former Chief Justice Jean Toal, Probate Judge Amy McCulloch, Associate Probate Judge Matthew Brock, and Clerk of Court Jeanette McBride were in the audience.

4. **PRESENTATION OF PROCLAMATIONS**

- a. A Proclamation recognizing Goodwill Industries of Upstate/Midlands SC [PUGH] – Mr. Pugh presented a proclamation recognizing Goodwill Industries of Upstate/Midlands SC. He thanked Goodwill for all their outstanding work in the community. He noted they have wonderful job connection programs.

5. **PRESENTATION OF RESOLUTIONS**

- a. A Resolution recognizing Mental Illness Recovery Center Inc. and declaring May as Mental Health Awareness Month – Ms. Barron moved to adopt a resolution recognizing Mental Illness Recovery Center Inc. and declaring May as Mental Health Awareness Month, 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. English presented a resolution recognizing Mental Illness Recovery Center Inc. and declaring May as Mental Health Awareness Month. She stated it was her honor to be a part of this. It makes a difference in the lives of the people you serve when you take the time to understand what is going on. She noted people are not just crazy; they are responding to something, and understanding why they are responding is a huge thing.

- b. A Resolution recognizing “Small Business Week” – May 1-5, 2023 – Mr. Pugh moved to adopt a resolution recognizing May 1-5, 2023 as “Small Business Week.”

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

The vote in favor was unanimous.

Ms. Newton presented a resolution recognizing May 1-5, 2023, as “Small Business Week.”

**POINT OF PERSONAL PRIVILEGE** – Ms. Mackey recognized that tomorrow, May 3<sup>rd</sup>, is Assistant Director of Community & Government Services Bryant Davis’ last day with the County. She publicly thanked him for all he had done for the County, his colleagues, County Council, the citizens of Richland County, and the role he has played in Richland County. Mr. Davis has been involved with many organizations and has been awarded for his service and commitment to the community. Most recently, he was awarded the highest honor from the United Way of the Midlands for all his volunteer and community service.

Mr. Pugh stated Mr. Davis has gone above and beyond. He has given Councilmembers constructive criticism, which is brave. Not only has he been an asset to the County, but he is also a mover in the community and a graduate of Leadership Columbia Class of 2020.

Ms. Barron indicated it did her heart well when she could sit at the dais or go to town hall meetings and know that her #1 constituent would ensure things ran smoothly. She noted that when she wanted to have town hall meetings, people looked at her strangely, but Mr. Davis was willing to talk about it. In every town hall, she saw improvement, and they did not look like the first one she did because of him.

Ms. Newton observed that it has been wonderful to watch Mr. Davis' professionalism and representation of the whole person as a father to his three daughters. She pointed out that working with him has been a delight and pleasure and that the door is always open should he want to return to Richland County.

Mr. Bryant thanked Council for their accolades. He noted his parents and extended family had instilled much wisdom in him. He stated he was thankful to his colleagues for allowing him the opportunity to engage and see the impact right where he was. He indicated Council and staff are a part of what he will be taking with him.

Mr. Livingston moved to take up the "Richland County Judicial Center Security" item next so the individuals in attendance for that item will not have to wait until the end of the meeting, seconded by Ms. McBride.

Mr. Walker indicated he would anticipate a motion from someone in the body to suspend the rules so we can go into Executive Session during the "Report of the Attorney for Executive Session." He does not believe moving the item up on the agenda is necessary.

Mr. Livingston withdrew his motion.

## 6. **APPROVAL OF MINUTES**

- a. Regular Session: April 18, 2023 – Ms. English moved to reconsider Item 16(c), formerly Project Charlie Echo, now FN America, LLC, seconded by Mr. Livingston.

Ms. McBride inquired as to what this was about.

Mr. Walker responded that the reconsideration motion relates to an Economic Development item, which was voted on at the April 18<sup>th</sup> Regular Session meeting. FN America is a local gun manufacturer that requested tax incentives. The vote was 5-5, and, therefore, failed.

Mr. Livingston stated he did not speak to this item at the last meeting because he felt there was no reason to due to the substantial votes on the 1<sup>st</sup> and 2<sup>nd</sup> Reading. He prefaced his comments by saying he has strong concerns about gun violence and the need for gun control and regulations. He is committed to doing what he can statutorily and legally as a Council member to impact gun violence in the community. From a personal and moral perspective, he thinks there are too many guns and too few regulations. However, what is before us is an economic development matter. He believes making economic development decisions solely on one's moral perspective can be problematic and dangerous and lead us down a slippery slope. Where do we draw the line? For example, he can recall when we talked about recruiting and getting Mark Anthony Brewing, someone said to him, you should not recruit that company because I do not drink alcohol and beer beverages, so why should we do that? He recently read that Ritedose Pharmaceutical is producing a drug because of a national supply shortage. Do we say, no, you cannot do that? A big issue right now is abortion. What if a company came to our community and said there is a short supply of abortion pills, so we want to expand our company? Do we say no to that because of our moral principles? Someone said Scout Motors was trying to force us to buy and engage in electric vehicles. His focus and challenge in his role as a Councilmember is how he can directly impact gun violence. Many of his constituents are victims of the symptoms of gun violence. What he can do as a Councilmember to tackle these symptoms and root causes is provide resources for mental health, livable wage jobs, education, law enforcement, recreation, etc. The real solution, as it relates to authority for gun control and regulations, rests primarily with our State and elected officials. He is committed to joining you to encourage our State and Federal officials to do whatever possible to regulate and reduce gun violence and take responsibility for doing that. What we are talking about tonight is a company that has spent 40 years in the County and has been a good corporate citizen with the military, training events, and fundraising, as well as with our SC Development Alliance and the World Affairs Council. We are talking about 600 jobs for our community. For those reasons, that is the reason he supported this initiative the last time, and he intends to do so again.

Ms. English asserted this manufacturing mainly supports our military. She would hate to send our military men and women overseas with nothing to defend our country with. They also supply service weapons to our Sheriff's Department. She did not have a change of heart, but after speaking with different people and doing her homework on this, she truly understands the need and the economic impact on all of Columbia, especially Fort Jackson. If the costs were to go up and they move out, the economic impact would be catastrophic to Columbia.

Ms. McBride indicated, as she sat here and listened to the conversations that have taken place, her vote was never about gun control. Her vote was based on economic development, and has been in Richland County for over 40 years. Richland County has been good to them. We have supported them for 40 years by receiving a tax incentive. The purpose of incentives is to encourage businesses to come in but not take care of them the entire time. More than that, she is concerned about using our incentives. We are 100% behind selling guns to the military and law enforcement. The question is, do you want tax incentives to be used to sell guns commercially? If FN, or any company, wants to sell guns, do not come to us for tax incentives to sell guns commercially. She has issues with incentives for selling guns

commercially. FN can sell guns or do whatever they want to in Richland County; that is not the issue. The issue is the use of tax incentives. You hear people talk about helping those unable to care for themselves financially, so we give public assistance. Our goal is to provide public assistance so that, eventually, they can get off public assistance and take care of themselves. What we are establishing is corporate welfare on the backs of taxpayers. She noted she would not let people gaslight this issue by saying it is about gun control and will not be able to sell them to the military and law enforcement. We have not lost anything because FN was planning on expanding in other counties, and of course, they come to South Carolina, where we incentivize selling guns commercially. She inquired if anyone could tell her how many Richland County citizens would benefit from employment at FN. Even more so than that, we need to stop continuously incentivizing one company and give other companies an opportunity to come. She thinks Richland County has an excellent representation, and the larger companies are coming here because they know of our concern and support.

Ms. Terracio emphasized since we took this vote, it was heavily covered in the media. One of the pictures in the paper was a retail store, so that is not about our troops or law enforcement; it is about retail sales. Since the vote, she has had to monitor the bots and trolls and start blocking and deleting comments because those folks come out in force as soon as anything like this is picked up. It is no wonder folks have felt certain things. From a constituent standpoint, she has overwhelmingly positive feedback on the vote. Mr. Livingston called them a good corporate citizen, and we have heard that from others. She also would say we have people at the State House, and she does not believe she has heard anything about this corporation trying to be a good corporate citizen when it comes to common sense gun laws or legislation. Being a good corporate citizen would be participating in some of the regulations that would benefit the manufacturer's reputation and those carrying their weapons.

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

Opposed: McBride and Terracio

Recuse: Mackey (due to her parent company representing the company.)

The vote was in favor of reconsideration.

Ms. English moved to approve this item, seconded by Mr. Weaver.

Mr. Walker acknowledged he shares his colleagues' desire to curb gun violence in America. He also shares their desire to do something and understands there is a sense of helplessness when considering a perpetual cycle of gun violence when there is inaction at the Federal and state levels. He staunchly supports sensible gun legislation, universal background checks, a ban on AR-15s and bump stocks, etc. He thinks firearms should be treated no differently than motor vehicles. If you buy one, you should have it insured and registered. When you transfer or sell it to someone else, there should be a transfer of title. He noted he has a CWP and carries, but he also understands the best and most appropriate venue for dealing with the proliferation of guns is at the Federal and state level. There are things we can do at the local level to deal with the root causes of gun violence. When you look at the communities where gun violence is rampant, they are frequently historically disadvantaged areas, whether educationally or economically. There has been disinvestment in those communities, which is where County Council plays a role. When you start talking about the accessibility of firearms, the Federal and state authorities have to take the lead. For him, 2020 Hampton Street, in Council Chambers, is not the proper venue to litigate this issue. When you think about tax cuts versus tax incentives, it is essential to highlight that this is not a tax cut for FN Manufacturing but a tax incentive. There is a distinct difference between the two. Since he has been on Council, we have not engaged in corporate welfare, where you dole out a tax cut or reduce the taxes a company pays without expecting a return to the taxpayer. A tax incentive is when we try to encourage companies not in Richland County to locate here so we can put them on the tax roll. In addition, for companies currently here, we are trying to incentivize them to expand their operations. If you do not have the expansion, there is nothing to tax. He thinks it is a slippery slope, and we set a dangerous precedent when we allow cultural wedge issues to seep into economic development decisions. Today it is FN Manufacturing because they manufacture guns, but what happens tomorrow when a pharmaceutical company wants to locate here and just so happen to manufacture abortion-inducing pill? He can only imagine how many people we will have standing inside Chambers. Those individuals will say Council allowed cultural war wedge issues to seep into economic development decisions in the past. We will not have the luxury of saying we made economic development decisions solely on merit. You also have to be concerned with the line of thinking that if a company manufactures a product if abused or misused, it could harm someone or have fatal consequences. If you go down that line of thinking, we would not have Mark Anthony Brewing and Scout Motor. He noted there are more automobile and alcohol-related deaths than those attributed to gun violence. The point is, once you go down this road and take the position that because a company manufactures a product has the potential to be abused or misused and could have fatal consequences, you run the risk of turning Richland County, which has been an oasis for economic development, into a graveyard or desert. He affirmed no trickery took place or bending of the rules. This was one of three economic development items on the April 18<sup>th</sup> Council agenda. Two of the three items passed, and Councilmembers moved for reconsideration, which meant those items could not come back before the body. This particular item, Council did not reconsider. In other words, we left "a live ball on the field." He indicated FN Manufacturing has hired 600 people. Of those 600 people, nearly half of those positions, with an average hourly wage of \$25, are held by Richland County citizens. It is an incentive the County is considering to incentivize a company that has been here for 40 years, not to seek a handout but to grow their business, put people to work, and expand the tax base. He thinks it is important for people to know this Council does not, or should not, make economic development decisions driven by cultural wedge issues.

Ms. McBride stated there were several statements made that she could go back and rationalize why they are wrong, but we are all entitled to our opinions. If incentives did not help reduce prices, businesses would not be coming. She noted she disagreed with most of what Mr. Walker said. In terms of jobs, she cannot say how many jobs because she was told

we did not have that information when she requested it. She indicated she is a highway safety professional, and she knows that automobile crashes kill many people, but she also knows that automobile crashes are accidents, not intentional. When you use the guns we have seen killing people all over the United States, those were not accidents; they were intentional. Her issue has never been about gun control but tax incentives for commercial weapons. Let the company sell their guns, but do not use tax incentives.

Ms. Barron indicated she had previously expressed her feelings with an article in the *Post and Courier*. She declared that she was heavy-hearted because, over the weekend, eleven young people were shot at a "flash party." On one side, she listened to how guns are dangerous when they are in the wrong hands. Then tonight, we took an opportunity and celebrated "Small Business Week." As a small business owner, any time she is able to get an incentive that will make her business better, help her to expand, provide more jobs, and allow her employees to do more with their families, she appreciates it. She acknowledged this is a heavy topic because it deals with guns. From her standpoint, if there are concerns about incentives, how long we give them, and who gets them for what, she would like to challenge the body to dig deeper into this. For many years, Richland County has been the county people glossed over and drove through. They did not put a Scout Motor but now is a great time because we are on the cutting edge of economic development. If we are on the cutting edge, we must change with the times. As we are changing with times, if there is something this body has challenges with, then this is the time for us to start looking and attending the Economic Development Committee meetings. At the end of the day, this makes good business sense. She removed her feelings she was still having after spending time with the victim's families over the weekend. This was a conversation she had to have with those families. She noted she stood by her previous votes and will stand by her vote again because this is about business. This is about doing right, expanding services, businesses, and opportunities, and employing individuals here. She suggested if we have challenges with how we do business, let's make some motions and do the work to make some changes.

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

Opposed: McBride, Terracio, and Newton

Recuse: Mackey (due to her parent company representing the company.)

The vote in favor was unanimous.

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

In Favor: McBride and Terracio

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

Recuse: Mackey (due to her parent company representing the company.)

The motion for reconsideration failed.

Mr. Pugh moved to approve the minutes as amended, seconded by Mr. Livingston.

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

Opposed: Terracio

The vote in favor was unanimous.

b. Special Called Meeting: April 25, 2023

c. Zoning Public Hearing: April 25, 2023

Ms. Barron moved to approve the minutes for the April 25<sup>th</sup> Special Called and Zoning Public Hearing meetings as distributed, seconded by Ms. English.

Ms. Newton requested to annotate the Zoning Public Hearing minutes (Case #22-037MA) to indicate that RS-E is denser than RU instead of less dense, as stated at the meeting.

Ms. Barron accepted Ms. Newton's annotation request.

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

The vote in favor was unanimous.

7. **ADOPTION OF AGENDA** – Mr. Weaver moved to adopt the agenda as published, seconded by Ms. Newton.

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

The vote in favor was unanimous.

8. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION (Pursuant to SC Code 30-4-70)** – Mr. Patrick Wright, County Attorney, indicated the following items qualify for Executive Session.

a. **Richland County Judicial Center Security**

Mr. Livingston moved to suspend the rules to allow the Report of the Executive Session to be taken up now instead of at the end of the meeting, seconded by Ms. Barron.

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

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

Opposed: McBride

The vote was in favor.

***Council went into Executive Session at approximately 7:04 PM  
and came out at approximately 8:30 PM***

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

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

The vote in favor was unanimous.

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

Ms. Mackey moved to direct the County Administrator to work with the Sheriff to fill the eight (8) deputy positions at the Richland County Judicial Center, seconded by Ms. Barron.

Mr. Branham stated Council received a letter from the Sheriff that set forth some of the Sheriff's Department's struggles in filling positions. He noted there are many competing agencies in the Midlands when it comes to law enforcement compensation, which is something on his mind, particularly as we are in the midst of the budget cycle. In conjunction with the letter, we heard from the Clerk of Court and some of the Richland County judges during Executive Session. The Judicial Center personnel expressed their concerns related to security. Part of the crux is the rapid decrease in Sheriff's deputies and their presence at the Judicial Center. Naturally, the courthouse is a place that needs security, and we can understand the difficulties the Sheriff has had in filling positions. He mentioned this is something he is considering as we work through the budget cycle, but what we heard today makes him feel this is an urgent situation. We do not want to leave the Clerk of Court feeling pitted against the Sheriff or having those coming through the courthouse thinking they are less secure. Ms. Mackey's motion is meant to be an emergency measure that will assist us with getting through the budget processing, where we will be able to more comprehensively address the compensation issues the Sheriff's Department is facing. It is his understanding this motion authorizes the County Administrator to work with the Sheriff in unique ways to potentially provide the level of compensation needed to fill these positions quickly.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

9. **CITIZENS' INPUT**

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

10. **CITIZENS' INPUT**

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

1. Tracy Robins, 221 Alexander Circle, Circle, Columbia, SC 29206 – SC Safe Elections Group
2. Brooklyn Mack, 27 Coral Court, Columbia, SC 29229 – Columbia Classical Ballet
3. Lisa Smarr, 720 Kawana Road, Columbia, SC 29205 – Columbia Classical Ballet

11. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. **Items for Consideration:**

1. **Alvin S. Glenn Detention Center** – Information was provided in the agenda packet.

2. Land Development Code Community Meetings – Mr. Christopher Yonke, Planning Commission Chair, will be present at the May 23<sup>rd</sup> Development & Services Committee to communicate the recommendations from the Planning Commission. If there are any questions, please forward those to Assistant County Administrator Aric Jensen.

Mr. Branham noted he spoke with ACA Jensen, and another community meeting will be conducted in the Ballentine community after the Development & Services Committee meeting.

3. South Carolina Infrastructure Investment Grant Awards – Mr. Leonardo Brown, County Administrator, stated there were staff members that submitted applications and ultimately received funding that will help support Richland County in the area of water and sewer.

Ms. Mackey affirmed the award of these grants is a big deal, and we should take a moment to acknowledge it.

4. Professional Development: NACo High-Performance Leadership Academy – Information was provided in the agenda packet.

## 12. REPORT OF THE CLERK OF COUNCIL

- a. Budget Work Session – Ms. Anette Kirylo, Clerk to Council, reminded Councilmembers of the upcoming budget work session on Thursday, May 4<sup>th</sup>, at 3:00 PM.

13. REPORT OF THE CHAIR – The Chair Overture Walker recognized that Mr. Livingston was awarded the “Cornhole Trophy” at the Cornbread Festival.

Ms. Barron noted the County may want to purchase a trophy case to display Councilmembers’ trophies.

## 14. APPROVAL OF CONSENT ITEMS

- a. Case # 22-019MA, Bill Theus, PUD to PUD (55.2 Acres), Wilson Blvd., TMS # R14900-04-01, R14800-02-22, R14800-02-32, R14800-02-27, R14800-02-35, and R14800-02-29 [SECOND READING]
- b. Department of Public Works – Engineering Division – Traffic Calming Policy Update
- c. Utilities – Purchase of Roll-Off Truck
- d. Operational Services – 2020 Hampton St. Roof Replacement Project – Solicitation RC-565-B-23 – Mr. Weaver stated we spoke about previous Councils not setting aside funds to replace the roof. He inquired if we are reserving funds to replace the roof in the future.

Mr. Brown replied there is a Capital Improvement Fund whereby we set aside for County maintenance needs.

- e. Procurement & Contracting – Approval to Award Contract for Emergency Generator at the Coroner’s Office

Ms. Newton moved to approve Items 14(a)-14(e), 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 Items 14(b)-14(e), seconded by Ms. Newton

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

The motion for reconsideration failed.

- f. Any agency receiving funds from Richland County must provide an accounting for those funds prior to a request for funds in the next fiscal year budget. REASON: Accountability is a must for taxpayer dollars. [MALINOWSKI] – This item was removed from the Consent Items.

Ms. Mackey acknowledged this item was discussed in the Administration and Finance Committee. She assumed it was placed under Consent Items because the committee agreed unanimously to move forward with a recommendation to have the motion referred to the Community Impact Grant Committee. She inquired if action needs to be taken on this item to send it to another committee.

Mr. Wright responded the body either needs to vote to send it to another committee or the Council Chair can refer it to another committee.

Mr. Walker referred this item to the Community Impact Grants.



15. **SECOND 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, South Carolina; the execution and delivery of a public infrastructure credit agreement to provide for public infrastructure credits to 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.

16. **FIRST READING ITEMS**

- a. An Ordinance authorizing the levying of Ad Valorem property taxes which, together with the prior year's carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1, 2023, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2023, through June 30, 2024. So as to raise revenue, make appropriations, and amend the General Fund, Millage Agencies, Special Revenue Funds, Enterprise Funds, and Debt Service Funds Budget for Richland County, South Carolina, for Fiscal Year Beginning July 1, 2023, and ending June 30, 2024 [BY TITLE ONLY] – 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.

- b. An Ordinance authorizing the levying of Ad Valorem property taxes which, together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2023, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2023, through June 30, 2024 [BY TITLE ONLY] – 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.

17. **REPORT OF ADMINISTRATION & FINANCE COMMITTEE**

- a. Direct the County Administrator to create a new IGA regarding the Alvin S. Glenn Detention Center Inmate Per Diem rate. Richland County is operating on fees that were implemented effective July 1, 2018 and did not go into effect until July 1, 2019 due to the 90 day notice requirement pursuant to the agreement. The agreement in effect at that time was to have the fee only increase \$10 per year until it reached 95% of the actual cost to the County. We are currently losing thousands of dollars per year the way this is being handled.

Richland County should not have taxpayers pay for outside entities who placed individuals in the County Detention Center, as that is the responsibility of the placing entity. Every entity who places an individual in the Alvin S. Glenn Detention Center should have an IGA with Richland County that reflects the current rate they will be paying as well as the fact rates are subject to change upward or downward on an annual basis. Those IGA's should also be worded as an annual agreement with up to so many extension years and the 90 day notice needs to be either reduced or more closely followed by staff. [MALINOWSKI] – Ms. Mackey acknowledged the Administration & Finance Committee recommended referring this motion to the Detention Center Ad Hoc Committee.

The Chair referred this motion to the Detention Center Ad Hoc Committee.

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

a. **ITEMS FOR DISCUSSION/ACTION**

1. Midlands Workforce Development Board Terms of Service – Ms. Barron stated the Rules and Appointments Committee recommended approving the terms of service, as detailed in the agenda packet.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

19. **REPORT OF THE OFFICE OF SMALL BUSINESS OPPORTUNITY AD HOC COMMITTEE**

- a. Office of Small Business Opportunity Ordinance – Mr. Pugh stated the committee recommended working with the County Attorney's Office to draft a new ordinance. The new ordinance will allow the Office of Small Business

Opportunity to be a standalone department. Council members are to provide recommendations regarding this ordinance by May 14<sup>th</sup>.

Mr. Livingston requested that each Council member receive a copy of the ordinance.

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

The vote in favor was unanimous.

20. **OTHER ITEMS**

- a. FY23 – District 3 Hospitality Tax Allocations: Columbia Classical Ballet - \$5,000; Kingville Historical Foundation - \$1,500; Wiley Kennedy Foundation - \$15,000
- b. FY23 – District 4 Hospitality Tax Allocations: Kingville Historical Foundation - \$5,000; Historic Columbia - \$5,000; Columbia Classical Ballet - \$5,000; and Beta Chi Sigma Chapter - \$5,000
- c. FY23 – District 8 Hospitality Tax Allocations: Columbia Classical Ballet - \$5,000
- d. FY23 – District 9 Hospitality Tax Allocations: Black Pages International - \$5,000; Kingville Historical Foundation - \$5,000
- e. FY23 – District 10 Hospitality Tax Allocations: Town of Eastover - \$10,000
- f. FY23 – District 11 Hospitality Tax Allocations: Black Pages International - \$5,000

Ms. Newton moved to approve Items 20(a)-20(f), seconded by Mr. Livingston.

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.

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

22. **MOTION PERIOD** – No motions were received.

23. **ADJOURNMENT** – Ms. Barron moved to adjourn the meeting, seconded by Ms. Mackey.

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 9:05 PM.

*Tracy Robins*  
803 2406796

**Executive Summary**  
**SC Safe Elections Group**  
**www.scsafeelections.org**  
**February 5, 2022**



## About Our Canvass

After members of our team testified in June of 2021 about issues with the South Carolina Election Management System (EMS) and the voter rolls, we were asked to find documented evidence of irregularities. At the same time, other states were providing their canvassing results. We worked with these teams to establish the best protocols, training and procedures to ensure that our canvass results were ethical, safe, and accurate. Our volunteers were recruited locally in each county by trusted team members. Each volunteer had a background check and was trained via Zoom and in person.

We identified and canvassed 8 counties (Charleston, Beaufort, Berkeley, Horry, Lexington, Richland, Spartanburg, and York) over a four-and-a-half-month period based on the heat map analysis conducted by Seth Keshel, a former U.S. military intelligence officer and statistical analyst.

The canvassing of the counties did not start at the same time, so the first counties to start were able to complete more addresses. The number of addresses canvassed in each county also varied based on the number of available volunteers.



Heat map developed by Seth Keshel

Our voter rolls were purchased in August of 2021 and were sent to our data experts who ran them through the National Change of Address (NCOA) database and then prepared walk books based on move dates and recency of vote. In addition, a separate list of multi-person residences and commercial properties was provided to each county to research and canvass.

Before canvassing, we researched properties via each county's tax and property database as well as Google maps so that we could verify the location, who owned the building and when ownership was transferred.

Teams of two to three people canvassed one walk book at a time. Each walk book had about 20-30 stops and took upward of 2 to 2 ½ hours. At the door of each home the canvassers would identify themselves as grassroots nonpartisan volunteers doing voter registration research to ensure the accuracy of the voter rolls. The volunteers would confirm the name of the current resident who answered and ask them if they voted in the 2020 election and by what method they voted (in person or absentee [in person or mail]). The canvasser would then confirm that the list of names of the people listed on the walk book did or did not live at the address during the election of 2020 and 30 days prior as well as currently. At no time did we ask for whom they voted. If there were any voter irregularities, the homeowner was asked if they wanted to write out an affidavit. If they did not have the time to do so, we completed an affidavit documenting the anomaly and had it notarized.

Due to time and resource limitations, we mainly conducted partial canvasses of counties and precincts. Although, Charleston was able to canvass a large sample of two precincts (Mt. Pleasant 13 and Folly Beach 2) and Lexington completed a large sample of one precinct (Emmanuel Church). Each county primarily focused on our walk books (each county had about 30 books), researching commercial properties as well as deceased voters (in our over age 90 voter roll data sort).

## Results

### Overvotes: Votes outside the parameters or regulations

Our database analysis showed many issues with database hygiene and data that appeared to be out of the range of election registration and vote tallying deadlines. There were thousands of votes across the state that:

1. were counted outside of the legal voting dates for the 2020 election that were specified by our election commission, Per statute 7-13-320(F) H5305/R149. Votes were supposed to be "counted" between October 5<sup>th</sup> and November 5<sup>th</sup>. Votes counted outside of these dates were considered potentially invalid.
2. were made from incomplete addresses. For example, a street address with no number or an NA listed as the number or address.

\*\*We observed thousands of recorded votes that were executed prior to registration (we compared date last voted to the date of registration). This could be due to a registrant moving to a different county; however, it is not proper database management protocol to overwrite these dates and makes it difficult to track registrations that correspond to voting histories.

### Overvote results summary:

1. Votes outside the legal dates	22,016
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## Standard Canvassing Definitions

### Phantom Votes-

This is defined as a vote that was cast from an address where the person moved away more than 30 days before the election or was deceased prior to the election and voted (violating statutory residency requirements).

### Ghost Registrations-

These are people who are still registered at an old address and moved or were deceased over 30 days prior to the election but did not vote in the 2020 election.

### Moved After Election-

These people may have been eligible voters for the 2020 election but have since moved and need to update their address on the rolls or if moved out of state they need to be removed from the rolls.

### Lost votes-

A lost vote occurs when the person states that they did in fact vote in the election but the voter rolls show no record of that.

### Over vote-

A person didn't vote but the records show they did or a vote that was received outside of the legal counting dates

The affidavit ratio for all counties canvassed was as follows:

Of the registrants analyzed, 71% resulted in affidavits. The number of affidavits fall into 2 primary categories of 30% Phantom votes and 70% ghost registrations.

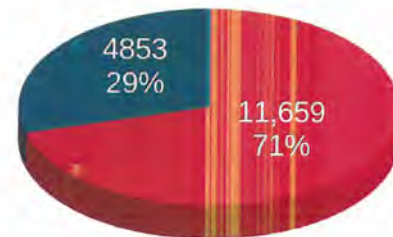
\*Note that According to the Voting Systems Standard the allowable machine error rate is 1 in 500,000 or .0002% See para. 3.2.1d [Voting Systems Standards Volume](#).

South Carolina Canvassing Results



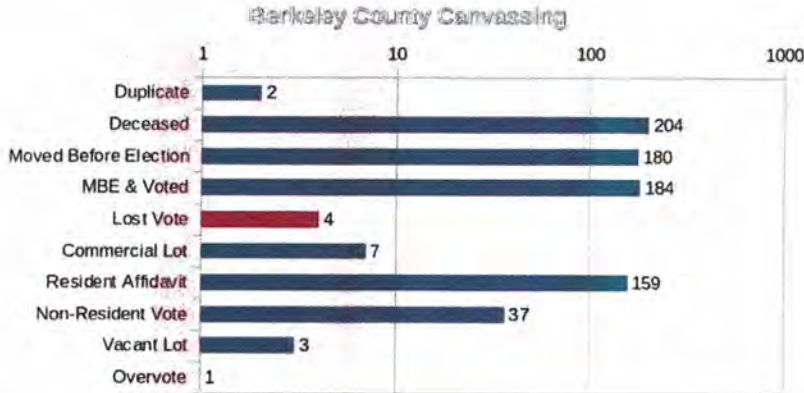
■ Phantom Vote ■ Ghost Registration

South Carolina Canvassing Results



■ Okay ■ Affidavits

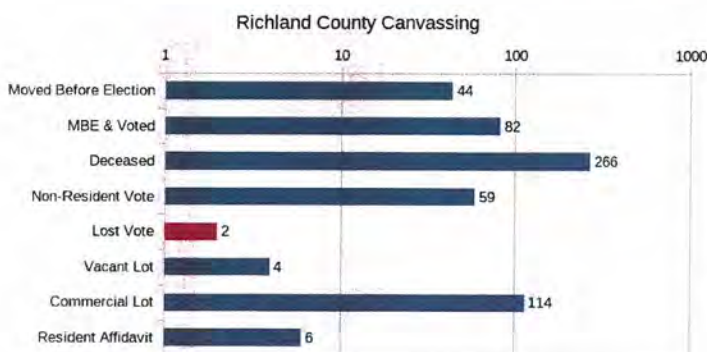
## Berkeley County



Berkeley County had 91% of voting age population registered to vote. (National average of people registered to vote is 60-65%.) The Berkeley County canvass team found 7 votes cast from a UPS store address, 3 votes cast from vacant lots and 4 lost votes (people who signed affidavits that they voted but the voter roll indicated N/A for last vote). There were 241 Phantom Voters in Berkeley. Of those, 37 were registered at residences where they never lived; that was 20% of their phantom votes recorded.

We also found 206 deceased on the voter rolls that were age 93 and older. 88% of these died before the 2020 election. Ten Percent of them were on the rolls for more than 20 years. There were 4 people between 20-44 years on the rolls post death.

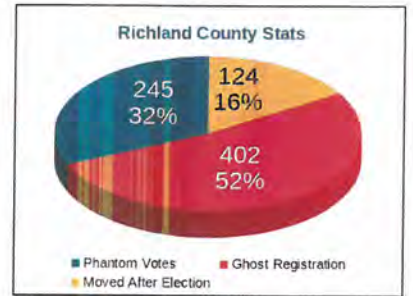
## Richland County



The Richland County canvass team examined 793 voter records. From these records, 647 affidavits were generated, or a registration error rate of 81.5%. Of the affidavits, 17.6% were registered at a non-residential location such as a postal office, UPS store, or another commercial facility. An additional 266 registrations were found to be deceased (41% of all affidavits). Of the deceased registrations, 5 voted after the date of their death.

In summary, 402 (62% of affidavits) were ghost registration. This means that the registered voter was confirmed to not live at the address of registration. These registered voters did not vote during the 2020 election but should be corrected and removed from the voter rolls. An additional 245 (38% of

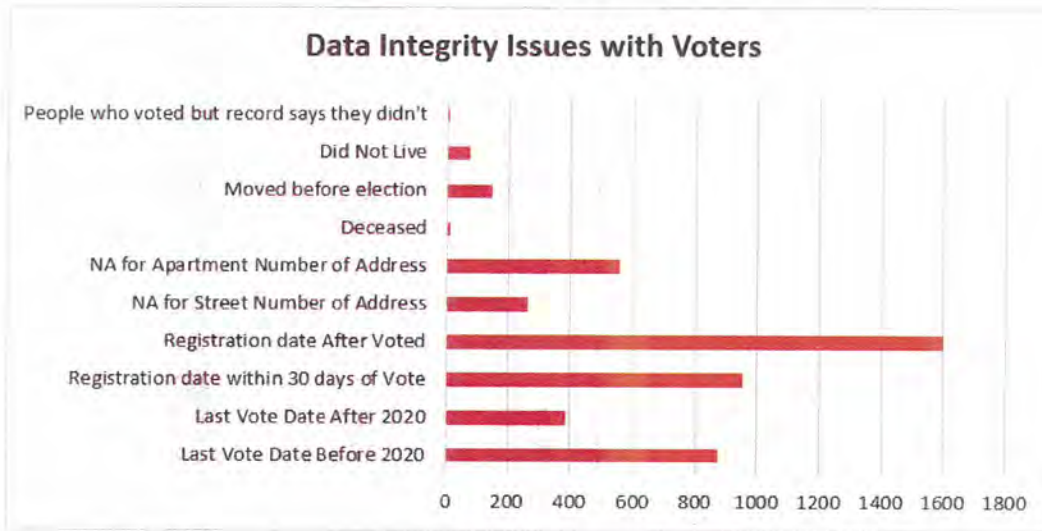
affidavits) were registered at the address in error (no longer resided or never resided at the address) and inappropriately voted during the 2020 election from that address.



### Charleston County

The Charleston County canvass team found 10 overvotes and identified 539 deceased voters from (mostly) a review of the over 90-year-old database. We found 3.75% of the deceased that voted post death. We also found that just over 27.5% of these deceased voters were on the rolls for 5 or more years and 48.93% have been on the rolls for 3 or more years.

However, the biggest issue identified was with data accuracy. For example, we found inaccuracies with senior living facilities. We uncovered multiple residences of senior living facilities (as we did with residential dwellings) with no apartment numbers or no street numbers for a registered voter. Many of these voted in 2020 election. Another area of concern, is that we had a number of senior center employees tell us that the resident was not mentally capable of voting. Many of these employees would not allow us to speak to the residents and would not confirm if the resident on the list even lived at the facility during the 2020 election.







# Richland County Council

## STATEMENT OF RECUSAL

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

**(Please add agenda Item number and description):**

- Recusal of reconsideration of item 16a c
- Recusal of approval of item 16c of the minutes of April 18, 2023

### **REASONS FOR DISQUALIFICATION:**

My parent company represents the company seeking incentive (economic development)

Jessica Mackey/Jessica Mackey 5/2/23  
Print and sign your name Date

 5/2/23  
Print and sign your name Date received by Clerk Dept.



## Report of the County Administrator

*Regular Session - May 16, 2023*

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### UPDATES FOR CONSIDERATION:

#### Alvin S. Glen Detention Center

##### Land Development Code Community Meetings

The D&S Committee is scheduled to consider the Planning Commission recommended Zoning Map and text amendments at its regularly scheduled meeting on May 23, 2023. Planning Commission Chair Christopher Yonke is scheduled to present and respond to the questions of the Committee members.

There is still time to schedule and hold additional LDC informational open houses. County Administration via Assistant County Administrator Aric Jensen will make arrangements upon receipt of a request that includes a date and identifies a community area of focus.

### CAPTIAL PROJECT UPDATES:

#### Public Safety Center for E911

Richland County has begun the process to construct the Public Safety Center to house its E911. Below is an update on project milestones:

**JULY 27, 2021:** Following the evaluation of requests for proposal, LS3P was recommended to and approved by Council for architecture and design services;

Following the evaluation of requests for proposal (RFP), MB Kahn was recommended to and approved by Council as the Construction Manager at Risk;

**APRIL 5, 2023:** MB Kahn, Richland County Communications, and the Office of Small Business Opportunity hosted an informational outreach meeting for subcontractors:

- MB Kahn has made a contractual commitment to diversity and inclusivity and will ensure vendors will receive specifications for all bid packages; other efforts include continued outreach via Margaret Rush, their Business Development Consultant;
- Use of multiple social media and media platforms to advertise the event;
- Approximately 40 vendors attended.

**APRIL 18, 2023:** LS3P released the architects' drawings and specification documents, allowing MB Kahn to proceed with the bid/procurement process;

**MAY 1, 2023 (ESTIMATED):** D.H. Griffin (primary subcontractor) begins demolition

- Taylor Brothers (OSBO Certified) for trucking and debris,
- Carolina Cutting and Coring (registering with OSBO) for saw cutting

MAY 17, 2023: Second outreach informational meeting held for subcontractors;

MID-JUNE 2023: Construction estimated to begin;

LATE 2024: Estimated completion.

CURRENT BUDGET USING CURRENT ESTIMATES:

<b>Richland County Public Safety Complex E-911 Budget</b>	
	<b>Current Budget</b>
<b>Archetecture and Design</b>	<b>\$ 2,163,500</b>
<b>Preconstruction Services CRM</b>	<b>\$ 95,000</b>
<b>Total Counstruction Estimate</b>	<b>\$ 31,802,963</b>
<b>Sustema Console Equipment</b>	<b>\$ 1,588,738</b>
<b>Motorla Dispatch System</b>	<b>\$ 9,719,505</b>
<b>Vesta 911 System</b>	<b>\$ 1,777,378</b>
<b>Total Construction and Equipment</b>	<b>\$ 47,147,084</b>
<b>Source of Funds</b>	
<b>FY 2022 Bond</b>	<b>\$ 40,000,000</b>
<b>FY 2020 Building Improvements Bond</b>	<b>\$ 2,601,866</b>
<b>RC Project Fund 1318</b>	<b>\$ 77,213</b>
<b>RCSD Equipment Funds</b>	<b>\$ 1,588,738</b>
<b>Reimbursement from SCEMD</b>	<b>\$ 1,421,902</b>
<b>CBDG Mitiation Grant</b>	<b>\$ 1,457,365</b>
<b>Total Construction and Equipment Funds</b>	<b>\$ 47,147,084</b>

## **FAMILY SERVICES CENTER**

Richland County has begun the process of constructing the Family Services Center to house the Richland County Department of Social Services (DSS), Department of Housing and Human Services (DHHS), Department of Health and Environmental Control (DHEC), and potentially other public services agencies.

Following the evaluation of requests for proposal (RFP), MB Kahn was selected as the cost estimation contractor.

FEBRUARY 15, 2023: MB Kahn hosted County staff, project staff, and representatives for DSS, DHHS, and DHEC in Council Chambers to solicit information on specific space needs to ensure those needs are appropriately addressed.

JULY 2023: Staff anticipates a total cost estimate will be available to the County;

MARCH 14, 2023: Selective Demolition Notice to Proceed (NTP) issued;

- NEO Corporation was selected as the vendor for this project. Though the sole bidder, they were found to be responsive and responsible.
- June 2023: estimated completion
- Funded by a one-time grant from SC DSS via the state budget process; funds must be expended by June 30, 2023.

SUMMER 2023: Issue RFP for Design Build for the Family Services Center using space designations as determined by the Cost Estimation Project;

FALL 2023 (ESTIMATED): Request Council approval to issue General Obligations (GO) Bonds for Family Service Center construction.

## ADMINISTRATOR'S NOMINATION:

### South Carolina Infrastructure Investment Grant Awards

#### Richland County Eastover Wastewater Treatment Plant Expansion

*Award Amount:* \$ 10,000,000

*Project Synopsis:* The proposed project includes the following upgrades/additions for the Eastover Wastewater Treatment Plant to expand its current average daily capacity to 2.5 million gallons per day (MGD) to address current deficiencies and support growth.

- New 2.5 MGD headworks structure with provisions for future expansion
- New 1.3 MGD A2O activated sludge treatment train with provisions for future expansion
- Two new secondary clarifiers
- New chlorine contact chamber and post aeration structure with provisions for future expansion
- Upgrades to the existing water and electrical systems for the expanded loads of plant upgrade
- New disinfection system
- New de-chlorination system
- New aerobic sludge digester
- New sludge dewatering system
- New chemical equipment for lime and alum feed
- New building for testing laboratory and plant office space
- Piping, Site Work, and other necessary appurtenances

This grant has a 15% match requirement similar to the SCRIA grant received for the Shady Grove Pump Station Project.

*Next Steps:* Staff will attend the project management workshop hosted by the SC Infrastructure Investment Program to be held on May 31, 2023.

*Project Design:* 12 months; approximately \$1.7 million (engineering fee)

*Project Construction:* 24 months; cost to be determined

#### Richland County Hickory Ridge Stormwater Conveyance System Upgrades

*Award Amount:* \$ 9,984,882

*Project Synopsis:* The proposed project is to mitigate flooding in the Hickory Ridge Development and improve water quality impairments within the Mill Creek and Cabin Branch watersheds. Both watersheds are on the South Carolina 303d list with impairments for E. coli. The Department of Public Works has responded to numerous complaints related to localized flooding in the area and frequently provides maintenance to the drainage system to remove excess sediment deposits.

The flooding and water quality impairments in the area include undersized pipes, erosion, and pollutants such as sediment, nitrogen, phosphorus, oils, bacteria, and metals, among others. In

high enough concentrations, these pollutants can be harmful to humans, fish, amphibians, and aquatic insects.

Using the Planning & Mitigation Assessment for the area, DPW developed a plan with recommend improvements that include replacing the existing pipes with larger diameters, excavating wider channels with shallow slopes, adding additional drainage pipe networks, and installing oil-grit separators.

This grant has a 25% match requirement.

*Next Steps:* Staff will attend the project management workshop hosted by the SC Infrastructure Investment Program to be held on May 31, 2023.

*Project Cost:* \$13,000,000 (includes construction and non-construction costs)

Staff requests Council approval to receive and utilize the South Carolina Infrastructure Investment Grant Awards for the following projects:

- Richland County Eastover Wastewater Treatment Plant Expansion
- Richland County Hickory Ridge Stormwater Conveyance System Upgrades

## Richland County Council Request for Action

**Subject:**

Case # 22-019MA

Bill Theus

PUD to PUD (55.2 Acres)

Wilson Blvd.

TMS # R14900-04-01, R14800-02-22, R14800-02-32, R14800-02-27, R14800-02-35, and  
R14800-02-29

**Notes:**

First Reading: April 25, 2023

Second Reading: May 2, 2023

Third Reading: May 16, 2023 {Tentative}

Public Hearing: April 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 # R14900-04-01, R14800-02-22, R14800-02-32, R14800-02-27, R14800-02-35, AND R14800-02-29 FROM PLANNED UNIT DEVELOPMENT DISTRICT (PUD) DISTRICT TO PLANNED UNIT DEVELOPMENT DISTRICT (PUD); 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 # R14900-04-01, R14800-02-22, R14800-02-32, R14800-02-27, R14800-02-35, and R14800-02-29 from Planned Unit Development District (PUD) to Planned Unit Development District (PUD).

Section II. PUD Site Development Requirements.

- a) The sit development shall be limited to a total of 1,200 dwelling units consisting of both multi-family units and single-family units; the 55.2 acres currently categorized as Commercial/Industrial will be renamed to Mixed Use (as depicted on Exhibit B, which is attached hereto) and shall be limited to the following uses:
- 1) Retail establishments;
  - 2) Service and repair establishments;
  - 3) Personal service establishments, including such uses as beauty shops, barber shops, shoe repair shops, dry cleaning and laundry, dressmaking, and tailoring;
  - 4) Offices;
  - 5) Photography studios, art studios, art sales, interior design studios, craft studios, craft sales, antique shops, and establishments for the teaching of music, dancing, and/or other performing arts;
  - 6) Financial institutions;
  - 7) Eating and drinking establishments, including drive-in eating and drinking establishments;
  - 8) Wholesaling and distribution establishments not involving over 8,000 square feet of area for storage of wares to be wholesaled or distributed;
  - 9) Commercial recreation and entertainment structures and uses, such as theaters, bowling alleys, miniature golf courses, night clubs, and the like
  - 10) Hotels and motels;
  - 11) Commercial parking lots and parking garages;
  - 12) Commercial printing and job printing establishments;
  - 13) Veterinary establishments, provided that all animals are kept within suitably designed, sound-proof, air-conditioned buildings;
  - 14) Funeral homes;
  - 15) High-rise structures containing non-residential uses that are permitted principal uses for this district, subject to the provisions of Section 26-80 of the Richland County Code of Ordinances or its relevant successor regulations;
  - 16) Business and vocational schools not involving operations of an industrial nature;
  - 17) Private clubs and lodges, civic and fraternal organizations not involving residential uses;
  - 18) Medical and health-related centers, clinics, and laboratories;
  - 19) Parks, playgrounds, and playfields;
  - 20) Community service structures and uses, such as community service centers, libraries, fire stations, civic, cultural, or recreational uses;

- 21) Churches and other places of worship, including educational buildings related hereto;
  - 22) Utility substations;
  - 23) Automobile service stations;
  - 24) Cemeteries;
  - 25) Day nurseries and kindergartens, subject to the provisions of Section 26-84 of the Richland County Code of Ordinances or its relevant successor regulations; and adult day care facilities, provided that the Zoning Administrator shall ensure that the applicant has applied to the South Carolina Department of Health and Environmental Control (SCDHEC) for a license to operate the facility and that all SCDHEC requirements, including, but not limited to, those dealing with the maximum number of persons to be cared for at the facility are satisfied;
  - 26) Dwelling units that are located over retail establishments;
  - 27) Do not involve operations not in keeping with the character of the area or of a nature prohibited under Section 26-70.8 12 of the Richland County Code of Ordinances or its relevant successor regulations;
  - 28) Hospitals, sanitariums, nursing homes, rest homes, convalescent homes, homes for orphans, and homes for the aged, provided that no such facility shall have a lot area less than one (1) acre and that no building in connection with such facility shall be closer twenty-five (25) feet to any lot residentially zoned;
  - 29) Mini-warehouses with or without an accessory apartment (one apartment only) for security purposes and parking and storing of retail rental vehicles;
  - 30) Elementary or high schools;
  - 31) Wholesaling, warehousing, storage, supply, and distribution facilities;
  - 32) Light manufacturing and processing;
  - 33) Laboratories and establishments for filling, repair, or production of eyeglasses, hearing aids, or prosthetic devices; and
  - 34) Single-Family and Multi-Family dwellings so long as the maximum number of permitted units in the Mixed Use area does not exceed 300 units.
- b) Within the subject site, a minimum of 0.5 acres shall be set aside as a playground; and
  - c) The applicant shall provide a phasing plan for the single-family residential portions of the project to the PDSB prior to the department's review of any construction plans or site plans; and
  - d) Unless otherwise provided herein, all development shall conform to all relevant land development regulations in effect at the time a permit application is received by the PDSB; and
  - e) The provisions of Sections 26-70.7, 26-70.8, 26-70.10, and 26-70.11 of the Richland County Code of Ordinances shall not apply to this project; and
  - f) No Special Exceptions, as defined in Section 26-602 of the Richland County Code of Ordinances, or its relevant successor regulations, shall be permitted; and
  - g) Pursuant to the requirements of Section 26-70.17 of the Richland County Code of Ordinances, the following changes shall require a review and recommendation by the Planning Commission and a new ordinance by the County Council:
    - 1) Any increase in the number of access points to the external road network;
    - 2) Any decrease in the amount of open space/commercial areas;
    - 3) Any increase in the gross project density (measured in DU/acre); and/or
    - 4) Change in traffic flow; and
  - h) The Planning Commission is hereby authorized to make minor amendments to Exhibit B or as otherwise allowed by Section 26-70.17 of the Richland County Code of Ordinances or its relevant successor regulations; and
  - i) The PDSB is authorized to make minor adjustments to the phasing schedule: as may become necessary during the project's construction; and
  - j) No site clearing activity shall begin until the Richland County Public Works Department issues a Grading Permit and the PDSB issues a Controlled Clearing letter; and
  - k) All internal streets shall be publicly owned and maintained by Richland County; and
  - l) Access to all development sites shall be limited to the internal roadway network; and

- m) Unless recommended by a traffic impact assessment and management plan prepared by a recognized professional traffic consultant to the contrary, the access to the subject site shall be limited to an entrance opposite Community Road, an entrance opposite Turkey Farm Road, an entrance opposite Dunwoody Place, and one additional entrance on Highway 21, for a total of four (4) entrances on Highway 21; provided, however, that in no event shall there be an entrance on Marthan Road; and
- n) Parking shall be prohibited on all principal access roads; and
- o) Street trees and ground cover shall be installed within the right-of-way along the principal access road on a phase-by-phase basis; and
- p) A minimum twenty-five (25) foot wide buffer shall be established on the subject property along its common property line with Marthan Road property owners (the buffer may be established either by deed of property to the Home Owners Association or by an easement prohibiting clearing over the rear portion of the lots); and
- q) Streetlights shall be installed along at least the principal access roads on a phase-by-phase basis; and
- r) Some type of coordinated signage program shall be established for each portion of the project; and
- s) The non-residential and multi-family portion of the project shall establish minimum setbacks from the principal access roads; and
- t) Parking shall be prohibited in the front setback area of the non-residential portions of the project; and
- u) The developer shall pay the costs associated with the construction of any necessary acceleration, deceleration, or turn lanes that may be required by the South Carolina Department of Transportation; and
- v) With future development (engineering and construction), the developer shall provide public water access to Marthan Road - the exact location to be determined by the developer; and
- w) The applicant has submitted a draft description of proposed procedures of any homeowner's association or other group maintenance or group ownership features for the Department's review and inclusion in the project records; and
- x) Richland County shall not be responsible for the enforcement of any deed restrictions imposed by the applicant, the developer, or their successors in interest; and
- y) All of the above-enumerated conditions shall apply to the applicant, the developer, and/or their successors in interest.

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: April 25, 2023  
First Reading: April 25, 2023  
Second Reading: May 2, 2023  
Third Reading: May 16, 2023



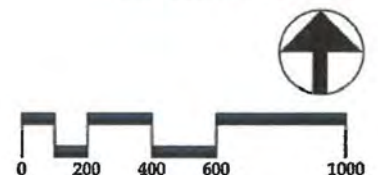
# Exhibit B



NOTES: WETLANDS SHOWN ARE APPROXIMATE BASED ON DRAWINGS FROM PREVIOUS DEVELOPER BY STANTEC, INC.  
 WETLANDS LOCATIONS ARE NOT CERTIFIED BY THE U.S. ARMY CORPS OF ENGINEERS.  
 ROAD ALIGNMENT SUBJECT TO MINOR AND MAJOR RELOCATIONS ACCORDING TO CERTIFIED WETLANDS SURVEY TO ASSURE MINIMUM IMPACT TO EXISTING WETLANDS.

AMENDED MARCH 15, 2005  
 AMENDED MAY 03, 2022

## GENERAL DEVELOPMENT PLAN I-77 / US 21 MIXED USE PUD COLUMBIA, SC





# **I-77/HWY 21 MIXED USE PUD**

## **Update and Amendment**

### **Planned Development (PUD 1-R)**

**January 30, 2005**

**Revised March 15, 2005**

**Revised June 9, 2022**

The I-77/Hwy 21 Mixed Use Planned Urban Development was approved by Richland County in 2005 and was intended to be a mixed-use development which consisted of Single Family Residential, Multi-Family Residential, Industrial and Commercial uses. The total land area encompassing the PUD was 154 acres. This type of PUD was very common in the early 2000's. The original plan consisted of specific areas for the various types of uses. The single-family residential area was designed for 342 single family homes, the multi-family was created to accommodate 558 units, and the remaining 55.2 acres was established for general commercial and industrial uses, subject to and limited to certain specific uses. The expected build out for the entire track of land was anticipated to be 5 years. Between the date of first approval and today, the infrastructure has all been created, with public water and sewer lines running throughout as well the creation of Blythewood Crossings Lane, which extends about 700 feet to the multi-family project.

In 2022 and about 12 years beyond the scheduled completion date, remains an active development. The residential and multi-family dedicated areas have been completed, however, the density associated with these areas was much less than the PUD anticipated. There are 286 single family homes and 384 apartment units although the PUD allowed for 342 and 558 units, respectively. Thus, there are 230 available units that have not been permitted. The development of the commercial and industrial area has been extremely slow. 7/11 is under construction on 3 acres for a convenience store but that is the only commercial activity generated in over 17 years.

The lack of progress in this development is attributable to the Great Recession of 2008, which lasted until 2013 in the commercial real estate sector, and also the rapidly growing eCommerce /internet business. The net result is that the PUD no longer meets the market demands. The 55 acres of commercial and industrial space will likely never be fully developed. In addition to the market, there are a vast number of competing commercial properties available in priority areas, such Killian Rd. and in the new created Richland County Industrial Park. Additionally, with ever evolving eCommerce and home delivery services, the demand for bricks and mortar isn't as dominant as it was in 2005, when the PUD was created.

As a result of the factors above, it will be imperative to find other alternate uses for the large Commercial/Industrial tracts. Given that the PUD has not used its total unit allocation and the land areas designated for single-family and multi-family residential have been fully developed leaving 230 units available, we believe that an appropriate use for the remaining land would be residential

in nature in addition to some commercial as already provided. Forbes and US News both published reports that the preferences of the millennial generation are flexibility, amenities and community. They estimate that 350,000 new multi-family units were constructed in the United States in 2019. Since the PUD has available units and since it is clear that the demand for multi-family residential will continue to grow, it seems appropriate to allow residential concepts in the commercial and industrial areas, and to also increase the permitted unit count.

#### Amendment

The owners of the I-77/ Hwy 21 Mixed Use PUD kindly request a PUD amendment which would change the name of the "Commercial/Industrial" area to "Mixed-Use" and allow both single-family and multi-family residential uses in the Mixed-Use area, and to increase the overall allowable unit count to 1200 from 900. The maximum number of allowable units in the Mixed-Use area shall be 300.

## 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 Xerxes Corporation, a company previously identified as Project Armitage, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

**Notes:**

First Reading: April 4, 2023

Second Reading: April 18, 2023

Third Reading:

Public Hearing: May 16, 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 XERXES CORPORATION, A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT ARMITAGE, TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.**

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

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

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

WHEREAS, Xerxes Corporation, a company previously identified as Project Armitage (“Sponsor”), desires to establish a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$6,390,000 and the creation of 80 new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the 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, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

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

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

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

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

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

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

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

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

**Section 5. *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

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Chair, Richland County Council

(SEAL)  
ATTEST:

---

Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: April 4, 2023  
Second Reading: April 18, 2023  
Public Hearing: May 16, 2023  
Third Reading: May 16, 2023

**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

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

**BETWEEN**

**XERXES CORPORATION**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF MAY 16, 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.

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	<b>Project Armitage</b>	
<b>Project Location</b>	<b>See attached Exhibit A</b>	
<b>Tax Map No.</b>	17600-02-45	
<b>FILOT</b>		
<ul style="list-style-type: none"> <li>Phase Exemption Period</li> </ul>	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	1.1
<ul style="list-style-type: none"> <li>Contract Minimum Investment Requirement</li> </ul>	\$6,390,000	1.1
<ul style="list-style-type: none"> <li>Contract Minimum Jobs Requirement</li> </ul>	80 full-time jobs	1.1
<ul style="list-style-type: none"> <li>Investment Period</li> </ul>	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. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2023.	1.1 and 3.1
<ul style="list-style-type: none"> <li>Assessment Ratio</li> </ul>	6%	4.1
<ul style="list-style-type: none"> <li>Millage Rate</li> </ul>	.5805	4.1
<ul style="list-style-type: none"> <li>Fixed or Five-Year Adjustable Millage</li> </ul>	Fixed	4.1
<ul style="list-style-type: none"> <li>Claw Back Information</li> </ul>	Act Minimum Investment Requirement	1.1
<b>Multicounty Park</b>	I-77 Corridor Regional Industrial Park	1.1
<b>Infrastructure Credit</b>		
<ul style="list-style-type: none"> <li>Brief Description</li> </ul>	The Infrastructure Credits shall equal 50% of the FILOT Payments due for the first 30 payments hereunder, which are anticipated to be the payments for property tax years 2024 through 2053	5.1, Exhibit D
<ul style="list-style-type: none"> <li>Credit Term</li> </ul>	The first 30 payments hereunder, anticipated to be years 2024 through 2053	
<ul style="list-style-type: none"> <li>Claw Back Information</li> </ul>	100% - Overall Achievement Percentage	6.1, Exhibit E



## 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 May 16, 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 Xerxes Corporation (“*Sponsor*”).

WITNESSETH:

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

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

(c) The Sponsor has committed to establish a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$6,390,000 and the creation of 80 new, full-time jobs;

(d) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to 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 \$6,390,000.

“**Contract Minimum Jobs Requirement**” means not less than 80 full-time, jobs created by the Sponsor in the County in connection with the Project.

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

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

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

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

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

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

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

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

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

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

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

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

**“Final Termination Date”** means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2057, the Final Termination Date is expected to be January 15, 2059, which is the due date of the last FILOT Payment with respect to the Final Phase.

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

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

**“Infrastructure Credit”** means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

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

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

**“Multicounty Park”** means the multicounty industrial or business park governed by the I-77 Corridor Regional Industrial Park Agreement, dated as of April 15, 2003 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 29<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

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

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

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

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

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

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

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

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

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

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

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

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

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

(c) The County identified the Project, as a "project" by adopting an Inducement Resolution, as defined in the Act on April 4, 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 manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

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

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

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

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

### **ARTICLE III THE PROJECT**

**Section 3.1. *The Project.*** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 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 is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

**Section 3.3. *Filings and Reports.***

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 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 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 0.5805, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2023.

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

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

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

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

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

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

**Section 4.4. Damage or Destruction of Economic Development Property.**

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

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

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

#### **Section 4.5. Condemnation.**

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

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

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

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

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

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



**ARTICLE V  
ADDITIONAL INCENTIVES**

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

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

**ARTICLE VI  
CLAW BACK**

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

**ARTICLE VII  
DEFAULT**

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

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

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

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

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

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

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

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

**Section 7.2. Remedies on Default.**

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

**ARTICLE VIII  
PARTICULAR RIGHTS AND COVENANTS**

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

**Section 8.2. Confidentiality.** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“*Confidential Information*”) and that disclosure of the Confidential Information could result in substantial economic harm

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

### **Section 8.3. Indemnification Covenants.**

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

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

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

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

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

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

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

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

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

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

**Section 8.8. Administration Expenses.** The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$3500. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

## ARTICLE IX SPONSOR AFFILIATES

**Section 9.1. Sponsor Affiliates.** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the

County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

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

## **ARTICLE X MISCELLANEOUS**

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

**IF TO THE SPONSOR:**

Xerxes Corporation  
Attn: Mike Mueller  
Senior Manager, Strategic Projects  
2001 Proform Road  
Seguin, TX 78155

**WITH A COPY TO (does not constitute notice):**

Haynsworth Sinkler Boyd, P.A.  
Attn: Will Johnson  
P.O. Box 11889  
Columbia, SC 29211-1889

**IF TO THE COUNTY:**

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

**WITH A COPY TO (does not constitute notice):**

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

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

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

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

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

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

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

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

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

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

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

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

emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

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

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

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

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

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

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

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

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

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

*[Signature pages follow]*



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

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

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

**XERXES CORPORATION**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

## EXHIBIT "A"

### PARCEL ONE (FEE SIMPLE)

All that certain piece, parcel or tract of land situate, lying and being near the Town of Blythewood, in the County of Richland, State of South Carolina, being shown and delineated as Lot 2-A, containing 26.21 acres, on an ALTA/ACSM Land Title Survey prepared for 10700 Farrow, LLC by Cox and Dinkins, Inc. dated December 28, 2015, and recorded in Record Book 2104, pages 1872-1873 in the Office of the Register of Deeds for Richland County, South Carolina. Said plat having the following metes and bounds, to-wit:

Beginning at a point at the approximate intersection of the eastern right-of-way of Farrow Road and the northern right-of-way of Hobart Road; thence running in an eastern direction along the northern right-of-way of Hobart Road and the properties now or formerly belonging to Kulwant Singh et al. and Dewayne I. Bohannon for an approximate distance of 440 feet to a 5/8" Rebar w/Cap (o); thence turning and running N 71°07'54" E along the property now or formerly belonging to Rockfish Enterprises, LLC for a distance of 30.60 feet to a 1/2" Rebar (o), this being the POINT

OF BEGINNING (P.O.B.); thence turning and running N 7°47'37" W along the properties now or formerly belonging to Rockfish Enterprises, LLC, Bierer Properties, LLC, and Danny R. Blankenship for a distance of 1285.24 feet to a 1/2" Rebar (o); thence turning and running N 89°35'39" E along the property now or formerly belonging to Kitchenaid, Inc. for a distance of 197.61 feet to a 5/8" Rod (o); thence turning and running N 0°21'41" W along the property now or formerly belonging to Kitchenaid, Inc. for a distance of 137.50 feet to a 5/8" Rod (o); thence turning and running N 80°48'00" E along the property now or formerly belonging to Kitchenaid, Inc. for a distance of 308.85 feet to a 5/8" Rod (o); thence turning and running S 36°51'16" E along the property now or formerly belonging to Kitchenaid, Inc. for a distance of 177.14 feet to a 1/2" Rebar (n); thence turning and running N 77°18'12" E along the property now or formerly belonging to Kitchenaid, Inc. for a distance of 321.59 feet to an 1/2" Rebar (o); thence turning and running S 7°53'41" E along the properties now or formerly belonging to Encore Holdings, LLC and MPR Farrow Land, LLC for a distance of 1096.47 feet to an 1/2" Rebar (o); thence turning and running S 71°16'00" W along the northern right-of-way of Hobart Road for a distance of 948.14 feet to an 1/2" Rebar (o), this being the POINT OF BEGINNING (P.O.B.).

Derivation: This being the same property conveyed to Weston SCIP 1 LLC, a Delaware limited liability company by 10700 Farrow, LLC recorded simultaneously herewith in the Office of the Register of Deeds for Richland County, South Carolina.

Address: 10700 Farrow Road, Blythewood, SC 29016

Tax Map No. 17600-02-45

ALSO:

#### EASEMENT PARCEL #1 (SEWER EASEMENT):

TOGETHER with an exclusive easement for the operation, maintenance, repair and replacement of a sewer line, together with the right of ingress for the purpose of exercising said rights, established by Easement dated May 31, 1995 and recorded June 1, 1995 in Deed Book D-1259, page 840, in the Office of the Register of Deeds for Richland County, South Carolina.

ALSO:

#### EASEMENT PARCEL #2 (DRAINAGE EASEMENT):

TOGETHER with a non-exclusive easement for drainage, together with the right of ingress for the purpose of repairs and maintenance of said easement, established by Easement (Drainage) dated May 31, 1995

and recorded June 1, 1995 in Deed Book D-1259, page 853, in the Office of the Register of Deeds for Richland County, South Carolina.

ALSO:

EASEMENT PARCEL #3 (INGRESS-EGRESS):

TOGETHER with a non-exclusive right and easement for the purposes of pedestrian and vehicular access, ingress and egress established by Ingress-Egress Easement Agreement dated March 16, 2005 and recorded at Record Book 1033, at page 3968, as modified by Modification of Ingress-Egress Easement Agreement dated September 22, 2005 and recorded September 26, 2005 in Record Book 1102, page 500 all in the Office of the Register of Deeds for Richland County, South Carolina.

ALSO:

EASEMENT PARCEL #4 (DRAINAGE EASEMENT):

TOGETHER with a non-exclusive easement for drainage established by Utility and Drainage Easement Agreement, dated February 27, 2006 and recorded March 1, 2006 in Book 1156 at Page 3381, in the Office of the Register of Deeds for Richland County, South Carolina.

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

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

**1. Joinder to Fee Agreement.**

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

**2. Capitalized Terms.**

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

**3. Representations of the Sponsor Affiliate.**

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

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

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

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

**4. Governing Law.**

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

**5. Notice.**

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

[\_\_\_\_\_]

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**RICHLAND COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_



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

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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

**EXHIBIT D (see Section 5.1)**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

**50% of the first 30 FILOT Payments hereunder (anticipated to the FILOT Payments for property tax years 2024 through 2053)**

**EXHIBIT E (see Section 6.1)**  
**DESCRIPTION OF CLAW BACK**

The Repayment Amount shall be determined as of the end of the Investment Period. Further, any Infrastructure Credits applicable after the expiration of the Investment Period shall be reduced by the Claw Back Percentage, provided that in any year after the expiration of the Investment Period, either the Company or the County may request a redetermination of the Claw Back Percentage based on the investment and jobs achieved and maintained as of the last day of the prior fiscal year of the Company.

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

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

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Contract Minimum Investment Requirement} \text{ [may not exceed 100\%]}$$

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

In calculating 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 \$500,000 in Infrastructure Credits, and \$12,978,000 had been invested at the Project and 64 new, full-time jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

$$\text{Jobs Achievement Percentage} = 64 / 80 = 80\%$$

$$\text{Investment Achievement Percentage} = \$5,112,000 / \$6,390,000 = 80\%$$

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

$$\text{Claw Back Percentage} = 100\% - 80\% = 20\%$$

$$\text{Repayment Amount} = \$500,000 \times 20\% = \$100,000$$

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

## Richland County Council Request for Action

**Subject:**

Authorizing the joint development and creation of a multicounty park with Fairfield County for the Scout Motors Project; authorizing the execution and delivery of an agreement governing the multicounty park; authorizing the inclusion of certain property located in Richland County in the multicounty park; and other related matters

**Notes:**

First Reading:

Second Reading:

Third Reading:

Public Hearing:



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING THE JOINT DEVELOPMENT AND CREATION OF A MULTICOUNTY PARK WITH FAIRFIELD COUNTY FOR THE SCOUT MOTORS PROJECT; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT GOVERNING THE MULTICOUNTY PARK; AUTHORIZING THE INCLUSION OF CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY IN THE MULTICOUNTY PARK; AND OTHER RELATED MATTERS.**

WHEREAS, Scout Motors, Inc., together with or through one or more to-be-formed affiliates or subsidiaries (collectively, “Sponsor”) has committed to establish a manufacturing facility in Richland County, South Carolina (“Richland County”) consisting of taxable investment in real and personal property of not less than \$2,000,000,000 and the creation of 4,000 new, full-time jobs (“Project”);

WHEREAS, it is expected that the Project will increase the tax base of Richland County and encourage additional investment in taxable real and personal property and job creation in Richland County;

WHEREAS, in consideration of these anticipated benefits, Richland County and the Sponsor have negotiated for the Sponsor to receive certain property tax incentives, including infrastructure credits (“Credits”) which will assist the Sponsor in paying the costs of, among other things, designing, acquiring, constructing, improving or expanding the infrastructure serving the Project or benefitting the County and for improved and unimproved real estate and personal property (collectively, “Infrastructure”); and

WHEREAS, Richland County has committed to locate the real and personal property comprising the Project (collectively, “Property”) in a multicounty industrial or business park (“Park”) in order to provide the Credits to the Company to assist in paying for the costs of the Infrastructure pursuant to § 4-1-175 of the Code of Laws of South Carolina, 1976, as amended;

WHEREAS, Richland County and Fairfield County, South Carolina (“Fairfield County” and together with Richland County, the “Counties”) are authorized pursuant to Article VIII, Section 13 of the Constitution and in accordance with §4-1-170, Code of Laws of South Carolina, 1976, as amended, to jointly develop an industrial or business park within the geographical boundaries of one or both of the member Counties; and

WHEREAS, the Counties desire to jointly develop and create the Park by executing and delivering the “Master Agreement Governing the [Scout Motors Multicounty Park],” the substantially final form of which is attached as Exhibit A (“Master Agreement”) and locate the Property in the Park; and

WHEREAS, the provisions of the Master Agreement will govern the operation of the Park, including the sharing of expenses and revenues of the Park, and the manner in which the revenue is to be distributed to each of the taxing entities within each of the Counties; and

WHEREAS, a portion of the Project is located within the geographical jurisdiction of the Town of Blythewood, South Carolina (“Town”) and the Counties will seek the consent of the Town with respect to the creation of the Park and the location of the Property therein to the extent the Project falls within the geographical jurisdiction of the Town.

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

**Section 1. *Development of Park; Execution of Master Agreement.*** Richland County is authorized to jointly develop the Park with Fairfield County. The Richland County Council Chair (“Chair”) is authorized to execute the Master Agreement, the Clerk to the Richland County Council (“Clerk”) is authorized to attest the same, and the Richland County Administrator (“Administrator”) is authorized to deliver the Master Agreement to Fairfield County. The form and terms of the Master Agreement are approved, with any revisions that are not materially adverse to Richland County and are approved by the Administrator after consultation with legal counsel to Richland County (which execution by the Chair shall be conclusive evidence of the approval of the final form of the Master Agreement.

**Section 2. *Inclusion of Property.*** The Park’s boundaries shall include the Property. The Chair and the Administrator are hereby authorized to take such further actions as may be necessary to include the Property in the Park’s boundaries. Pursuant to the terms of the Master Agreement, the location of the Property in the Park is complete upon (i) the enactment of this Ordinance by the Richland County Council and a companion ordinance by the Fairfield County Council and (ii) the delivery by Richland County of a description of the Property to Fairfield County. To the extent that any of the Property is located in another multicounty park, Richland County authorizes and approves its removal from such other multicounty park and relocation to the Park.

**Section 3. *Further Assurances.*** The Chair and the Administrator (or their respective designees) are authorized to execute whatever other documents and take whatever further actions as may be necessary to effect this Ordinance, including specifically, the consent of the Town as to the creation and the Park and the location of the Property therein to the extent the Project and related Property falls within the geographic jurisdiction of the Town.

**Section 4. *Severability.*** If any part of this Ordinance is unenforceable, the remainder is unaffected.

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

**Section 6. *Effective Date.*** This Ordinance is effective after third and final reading.

RICHLAND COUNTY, SOUTH CAROLINA

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Chairman of County Council  
Richland County, South Carolina

(SEAL)

ATTEST:

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Clerk to County Council  
Richland County, South Carolina

RICHLAND COUNTY ATTORNEY'S OFFICE

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

READINGS:

First Reading:            May 16, 2023  
Second Reading:  
Public Hearing:  
Third Reading:

**EXHIBIT A**  
**FORM OF MASTER AGREEMENT**

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**MASTER AGREEMENT**  
**GOVERNING THE**  
**[SCOUT MOTORS MULTICOUNTY PARK]**

**BETWEEN**

**RICHLAND COUNTY, SOUTH CAROLINA**

**AND**

**FAIRFIELD COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF**

**[ ], 2023**

**PREPARED BY:**

**PARKER POE ADAMS & BERNSTEIN LLP**  
**1221 MAIN STREET, SUITE 1100**  
**COLUMBIA, SOUTH CAROLINA 29201**  
**803.255.8000**

**INSTRUCTIONS  
FOR  
COUNTY AUDITOR AND COUNTY TREASURER**

ALL PROPERTY LOCATED IN THIS MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (THE "PARK") IS EXEMPT FROM *AD VALOREM* TAXES AND IS SUBJECT INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO A NON-NEGOTIATED FEE-IN-LIEU OF *AD VALOREM* TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN, BUT FOR THE EXISTENCE OF THE PARK. HOWEVER, THE FEE-IN-LIEU PAYMENTS FOR PARK PROPERTY MAY BE BELOW NORMAL *AD VALOREM* TAX RATES IF THE PROPERTY IS SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ARRANGEMENT ("FILOT") OR SPECIAL SOURCE REVENUE CREDIT ("SSRC"). WHEN PREPARING THE FEE BILLS FOR ALL PROPERTY LOCATED IN THIS PARK, PLEASE REFERENCE ALL RECORDS FOR PARK PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FILOT AND SSRC RECORDS TO ENSURE THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO ARE USED, OR TO DETERMINE ANY APPLICABLE SSRC.

ONCE A FEE BILL FOR PARK PROPERTY HAS BEEN PAID TO A COUNTY, THE PROVISIONS OF THIS AGREEMENT GOVERN HOW THE FEE PAYMENT IS TO BE DISTRIBUTED BETWEEN THE COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES IN EACH COUNTY. EACH COUNTY MAY ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES WITHIN THAT COUNTY, AND MAY CHANGE THE DISTRIBUTION STATED HEREIN WITHIN THAT COUNTY, BUT DISTRIBUTION BETWEEN THE COUNTIES AS STATED HEREIN CAN ONLY BE CHANGED BY AMENDMENT OF THIS AGREEMENT.



**THIS MASTER AGREEMENT** (“Agreement”), effective as of [ ]. 2023 (“Effective Date”), between Richland County, South Carolina (“Richland County”), a political subdivision of the State of South Carolina (“State”), and Fairfield County, South Carolina (“Fairfield County” and together with Richland County, the “Counties” or, each, a “County”), a political subdivision of the State is entered into pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the “MCIP Law”).

**RECITALS:**

**WHEREAS**, the Counties are permitted by the MCIP Law to create one or more multi-county industrial or business parks;

**WHEREAS**, as provided under MCIP Law, to promote the economic welfare of their citizens by encouraging new and expanding industrial or commercial development to locate in the Counties, thereby expanding the Counties’ tax base and creating opportunities for investment in taxable real and personal property and job creation, the Counties desire to jointly develop the “[Scout Motors Multicounty Business Park]” (“Park”);

**WHEREAS**, by Richland Ordinance No. [ ] and Fairfield Ordinance No. [ ], the Counties authorized the creation of the Park, the location of certain property in the Park, and the execution of this Agreement to govern the operation of the Park, including the sharing of expenses and revenues of the Park and the manner in which the revenue is to be distributed to each of the taxing entities within each County; and

**WHEREAS**, because a portion of the property located in the Park is geographically situated in the Town of Blythewood, South Carolina (“Town”), the Counties have obtained the consent of the Town prior to the creation of the Park, as evidenced by the Town’s acknowledgment to this Agreement.

**NOW, THEREFORE**, on the basis of the mutual covenants in this Agreement, the sufficiency of which consideration the Counties acknowledge, the Counties agree:

**ARTICLE I  
PARK BOUNDARIES**

**Section 1.01. Park Boundaries.**

(a) The Park consists of the real property described on Exhibit A and all improvements or personal property located thereon (collectively, “Property”).

(b) To enlarge the boundaries of the Park, the County in which the real or personal property to be included in the Park is located (“Host County”) shall adopt a resolution or ordinance authorizing the inclusion of such additional property in the Park. Upon such action, this Agreement will be automatically amended to reflect the enlargement of the Park’s boundaries without further action by the governing bodies of either County on delivery of written notice to the non-Host County (“Companion County”) of the inclusion of the additional real or personal property in the Park. The written notice shall include a copy of the resolution or ordinance approving the inclusion of the property in the Park and a description or identification of the property included in the Park.

(c) The Counties may diminish the boundaries of the Park from time to time to remove real or personal property from the Park. To diminish the boundaries of the Park, the Host County and the Companion County shall each adopt a resolution or ordinance authorizing the removal of property from the Park. Upon such action, this Agreement will be automatically amended to reflect the diminishment of the Park’s boundaries once each County has adopted its approving resolution or ordinance. Each County

shall deliver a copy of its resolution or ordinance approving the diminishment of the boundaries of the Park to the other County.

(d) In the event of any addition or diminishment under Section 1.01(b) or (c), respectively, Exhibit A shall be updated and supplemented to reflect such change.

**ARTICLE II  
TAX STATUS OF PROPERTIES LOCATED IN THE PARK**

**Section 2.01. Constitutional Exemption from Taxation.** Under the MCIP Law, so long as the Property is located in the Park, the Property is exempt from all *ad valorem* taxation. The Property shall be deemed as located in the Park so long as this Agreement is effective.

**Section 2.02. Park Fee-in-Lieu of Taxes.** Except as provided in Section 2.03, the owners or lessees of Property shall pay an amount equivalent to the *ad valorem* property taxes or other in lieu of payments that would have been due and payable but for the location of Property in the Park.

**Section 2.03. Negotiated Fee-in-Lieu of Taxes.** The amount of the annual payments due from the owner or lessee under Section 2.02 may be altered by virtue of any negotiated incentive with either County, including a negotiated fee-in-lieu of *ad valorem* taxes incentive or infrastructure credit as provided in Sections 12-44-10, et seq., 4-1-175, 4-12-30, or 4-29-67 of the Code of Laws of South Carolina 1976, as amended, or any successor or similar provisions thereto as may be provided under State law (collectively the revenues described in Sections 2.02 and 2.03 are referred to herein as the, “FILOT Revenue”).

**ARTICLE III  
SHARING OF FILOT REVENUE AND EXPENSES OF THE PARK**

**Section 3.01. Expense Sharing.** The Counties shall share all expenses related to the Park. If the Property is located in Richland County, then Richland County shall bear 100% of the expenses. If the Property is located in Fairfield County, then Fairfield County shall bear 100% of the expenses. Notwithstanding the foregoing, if any Property is privately-owned, the owner or developer of such Property can be required to bear 100% of the expenses related to that Property in the Park on behalf of the Host County.

**Section 3.02. FILOT Revenue Sharing.**

(a) For revenue generated in the Park from a source other than FILOT Revenue, the County in which the revenue is generated may retain such revenue, to be expended in any manner as that County deems appropriate and is in accordance with State law.

(b) Commencing with tax year 2024, the Counties shall share all FILOT Revenue according to the following distribution method:

(i) For Property located in Richland County: Richland County, after making any reductions required by law or other agreement and reimbursing itself for expenditures made to attract to and locate Property in the Park, shall retain 99% of the remaining FILOT Revenue (the “Residual FILOT Revenue”) and transmit 1% of the Residual FILOT Revenue to Fairfield County in accordance with Section 3.04.

(ii) For Property located in Fairfield County: Fairfield County, after making any reductions required by law or other agreement and reimbursing itself for expenditures made to attract to and locate

Property in the Park, shall retain 99% of the Residual FILOT Revenue and transmit 1% of the Residual FILOT Revenue to Richland County in accordance with Section 3.04.

**Section 3.03. FILOT Revenue Distribution in Each County.**

(a) Commencing with tax year 2024, after sharing of the Residual FILOT Revenue as provided by Section 3.02(b):

(i) For Property located in Richland County, the Residual FILOT Revenue retained by Richland County shall be distributed within Richland County as follows:

**FIRST** 7% shall be deposited to the Richland County Industrial Park Fund (“Fund”);

**SECOND** 3% shall be distributed to the Town; and

**THIRD** the remainder of the Residual FILOT Revenue shall be distributed, to the taxing entities, (including Richland County but excluding the Town) that would be eligible, at the time Property is included in the Park, to levy millage on the Property if such property were not located in the Park on a pro rata basis according to the millage of such taxing entities. Any Residual FILOT Revenue distributed to a school district pursuant to the foregoing sentence shall be further divided on a pro rata basis according to the operating and debt service millage levied by or collected on behalf of the school district.

(ii) For Property located in Fairfield County, the Residual FILOT Revenue retained by Fairfield County shall be distributed on a pro rata basis according to the millage that the taxing entities, including Fairfield County, would levy on the Property in the tax year in which such Residual FILOT Revenue is received had the Property not been located in the Park. Any Residual FILOT Revenue distributed to a school district pursuant to the foregoing sentence shall be further divided on a pro rata basis according to the operational and debt service millage levied by or collected on behalf of the school district.

(b) Each County elects to retain 100% of the 1% of the Residual FILOT Revenue received from the other County as provided in Section 3.02(b). Richland County further elects to deposit such Residual FILOT Revenue in the Fund.

(c) Each County, by enactment of an ordinance in that County, may unilaterally amend its internal distribution method of any Residual FILOT Revenue that it retains or receives. This Agreement will be automatically amended to reflect the amendment to the distribution scheme without further action by the governing bodies of either County on delivery of written notice to the Companion County of the amendment. The written notice shall include a copy of the ordinance approving the amendment.

**Section 3.04. Annual Report and Disbursement.** Not later than July 15 of each year, starting July 15 of the first year in which either County receives FILOT Revenue, each County shall prepare and submit to the other County a report detailing the FILOT Revenue owed under this Agreement. Each County shall deliver a check for the amount reflected in that report at the same time to the other County.

**ARTICLE IV  
MISCELLANEOUS**

**Section 4.01. *Jobs Tax Credit Enhancement.*** Business enterprises locating in the Park are entitled to whatever enhancement of the regular jobs tax credits authorized by South Carolina Code Annotated Section 12-6-3360, or any successive provisions, as may be provided under South Carolina law.

**Section 4.02. *Assessed Valuation.*** For the purpose of bonded indebtedness limitation and computing the index of taxpaying ability pursuant to South Carolina Code Annotated Section 59-20-20(3), allocation of the assessed value of Property to each County is identical to the percentage of FILOT Revenue retained and received by each County in the preceding fiscal year.

**Section 4.03. *Records.*** Each County shall, at the other County's request, provide a copy of each record of the annual tax levy and the fee-in-lieu of *ad valorem* tax invoice for the Property and a copy of the applicable County Treasurer's collection records for the fee-in-lieu of *ad valorem* taxes so imposed, as these records became available in the normal course of each County's procedures.

**Section 4.04. *Applicable Law.*** To avoid any conflict of laws between the Counties, the county law of the County in which a parcel of Property is located is the reference for regulation of that parcel of Property in the Park. Nothing in this Agreement purports to supersede State or federal law or regulation. The County in which a parcel of Property is located is permitted to adopt restrictive covenants and land use requirements for that part of the Park.

**Section 4.05. *Law Enforcement.*** The Sheriff's Department for the County in which a parcel of Property is located has initial jurisdiction to make arrests and exercise all authority and power with respect to that parcel; fire, sewer, water and EMS service for each parcel of Property in the Park is provided by the applicable service district or other political unit in the applicable County in which that Property is located.

**Section 4.06. *Binding Effect of Agreement.*** This Agreement is binding after execution by both of the Counties is completed.

**Section 4.07. *Severability.*** If (and only to the extent) that any part of this Agreement is unenforceable, then that portion of the Agreement is severed from the Agreement and the remainder of this Agreement is unaffected.

**Section 4.08. *Complete Agreement: Amendment.*** This Agreement is the entire agreement between the Counties with respect to this subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the Park and the Property therein and neither County is bound by any oral or written agreements, statements, promises, or understandings not set forth in this Agreement.

**Section 4.09. *Counterpart Execution.*** The Counties may execute this Agreement in multiple counterparts, all of which, together, constitute but one and the same document.

**Section 4.10. *Termination.*** Notwithstanding any part of this Agreement to the contrary, this Agreement terminates automatically on the earlier of (a) the termination of the Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement between Richland County and Scout Motors Inc. or (b) 75 years following the Effective Date.

*[Signatures follow]*

**IN WITNESS WHEREOF**, the Counties have each executed this Agreement, effective on the Effective Date.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chairman of County Council

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk to County Council

**FAIRFIELD COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chairman of County Council

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk of County Council

**ACKNOWLEDGED AND CONSENTED TO BY  
TOWN OF BLYTHEWOOD, SOUTH CAROLINA:**

\_\_\_\_\_  
Administrator

(SIGNATURE PAGE)

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

**GROUP A:**

Parcel One:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 1, TRACT 1 (containing 178.03 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc., No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3940-3941](#). Reference to said Plat is hereby made for a more complete and accuratemetes and bounds description thereof.

*(TMS # R15006-01-01 – For informational purposes only)*

AND ALSO

Parcel Two:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 1, TRACT 2 (containing 90.50 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc. , No. C00556, datedSeptember 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3932](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15004-01-01 – For informational purposes only)*

AND ALSO

Parcel Three:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 1, TRACT 3 (containing 2 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc. , No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3934](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15004-01-02 – For informational purposes only)*

**GROUP B:**

Parcel One:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 2, TRACT 1 (containing 41.49 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc. , No. C00556, datedSeptember 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3924](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # 15007-01-01 – For informational purposes only)*

AND ALSO



Parcel Two:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 2, TRACT 2 (containing 102.29 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc., No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3928](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15106-01-01 – For informational purposes only)*

AND ALSO

Parcel Three:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 2, TRACT 3 (containing 4.48 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc., No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2442 at Page 38](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # 15000-01-01 – For informational purposes only)*

AND ALSO

Parcel Four:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 2, TRACT 4 (containing 17.03 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc., No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3929](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15100-03-03 – For informational purposes only)*

AND ALSO

Parcel Five:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 2, TRACT 5 (containing 9.64 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc., No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3935](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15100-03-02 – For informational purposes only)*

## **GROUP C:**

Parcel One:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 3, TRACT 1 (containing 107.94 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc., No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3930-3931](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15005-01-01 – For informational purposes only)*

AND ALSO

Parcel Two:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 3, TRACT 2 (containing 97.51 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc. , No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3925-3926](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15008-01-01 – For informational purposes only)*

AND ALSO

Parcel Three:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 3, TRACT 3 (containing 14.66 acres more or less), on that certain plat entitled "ALTA / NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc. , No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3923](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15101-01-01 – For informational purposes only)*

AND ALSO

Parcel Four:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 3, TRACT 4 (containing 3.2 acres more or less), on that certain plat entitled "ALTA / NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc. , No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2442 at Page 37](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15101-01-02 – For informational purposes only)*

## **GROUP D:**

Tract 1A:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 4, TRACT 1A (containing 80.70 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc. , No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3942](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15100-01-07 – for informational purposes only)*

AND ALSO

Tract 1B:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 4, TRACT 1B (containing 115.47 acres more or less), on that certain plat entitled "ALTA/

NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc., No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3839](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(PIO TMS # RI5100-01-06 – for informational purposes only)*

AND ALSO

Tract 2:

ALL that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 4, TRACT 2 (containing 18.84 acres more or less), on that certain plat entitled "ALTA/ NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc., No. C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3937](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # RI5100-03-01 – For Informational purposes only)*

### **GROUP E:**

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being located in Blythewood, County of Richland and State of South Carolina, containing 11.79 acres, more or less, as shown upon an individual survey thereof made for Sharpe Properties, LLC by Daniel Riddick & Associates, Inc., dated May 18, 2009, recorded [Book 1551 at Page 3498](#) of the Office of the ROD for Richland County, South Carolina. According to said plat, subject property is bounded and measures as follows: Beginning at a 1" rebar on the southernmost corner of subject property and running N41°20'53"W along property now or formerly of Barbara Swygert Lux a distance of 699.46 feet to a 1" pinched; thence running N41°18'35"W along property now or formerly of Barbara Swygert Lux a distance of 369.07 feet to a 1" pinched; thence turning and running N26°05'08"E along Locklier Road, a county maintained unpaved road, 842.65 feet to a #6 rebar; thence turning and running N84°43'11"E along Blythewood Road (S-40-59), a 75-foot right-of-way, a distance of 127.56 feet to a concrete right-of-way monument; thence turning and running S05°14'55"E along Community Road (1-77 Frontage Road) a distance of 910.19 feet to a concrete right-of-way monument and 1" rebar; thence curving and running along Community Road (1-77 Frontage Road) a chord distance of 562.37 feet to a 1" rebar; thence running S38°29'07"E along Community Road (1-77 Frontage Road) a distance of 51.91 feet to a 1" rebar; thence turning and running S48°54'58"W along property now or formerly of Fairfield Electric Company, Inc., a distance of 155.25 feet to a 1" rebar, being the point and place of beginning.

*(TMS # R15100-03-05 – For informational purposes only)*

### **GROUP F:**

Tract II:

All that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 7 (containing 62.02 acres more or less), on that certain plat entitled "ALTA / NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc., No C00556, dated September 2019 and recorded in the Richland County ROD Office on October 31, 2019 in [Book 2441 at Page 3927](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R15100-03-04 – For informational purposes only)*

### **GROUP G:**

All that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being designated as PARCEL 8 (containing 237.43 acres more or less), on that certain plat entitled "ALTA / NSPS SURVEY PREPARED FOR RICHLAND COUNTY", by Gregory Jenness, No. 17928 with American Engineering Consultants, Inc., No C00556, dated September 2019 and recorded in the Richland County ROD Office on October

31, 2019 in [Book 2442 at Page 36](#). Reference to said Plat is hereby made for a more complete and accurate metes and bounds description thereof.

*(TMS # R12500-02-06 – For informational purposes only)*

## **GROUP H:**

That tract of land in Richland County, South Carolina, being shown and designated as “City of Columbia Parcel 2” containing 294.788 acres on ALTA/ACSM Land Title Survey, Project – Arum Composites, LLC prepared by B.P. Barber and Associates, Inc. dated May 9, 2007, revised September 25, 2007, recorded in the Office of the Register of Deeds for Richland County in [Book 1361 at Page 807](#), together with any gores or strips, if any, between the common boundaries of Parcel 1 and Parcel 2.

AND ALSO

That tract of land in Richland County, South Carolina, being shown and designated as “Firetower I-77 partners Parcel 1” containing 171.180 acres on ALTA/ACSM Land Title Survey, Project – Arum Composites, LLC prepared by B.P. Barber and Associates, Inc. dated May 9, 2007, revised September 25, 2007, recorded in the Office of the Register of Deeds for Richland County in [Book 1361 at Page 807](#), together with any gores or strips, if any, between the common boundaries of Parcel 1 and Parcel 2.

*(TMS # R15000-02-27 – For informational purposes only)*

## **GROUP I:**

All that certain piece, parcel or tract of land situated two miles south of the City of Blythewood, County of Richland, State of South Carolina, being shown and designated as Tract A, Tract B and Tract C, containing a total of 290.8 acres, more or less, on that survey entitled “Land Title Survey for Cliff Theisen” prepared by Ronald D. Platner, P.L.S, dated July 19, 2022 and recorded August 10, 2022 in Plat Book 2769 at Page 2959 in the Register of Deeds Office for Richland County, South Carolina. Reference to said plat for a more complete metes and bounds description therein.

*(TMS# R12500-03-01 – For informational purposes only)*

# Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of an amendment to fee-in-lieu of ad valorem taxes and special source revenue credit agreement by and between Richland County, South Carolina, and Mark Anthony Brewing Inc. and an amendment to the additional project land purchase agreement by and between Richland County and Mark Anthony Brewing Inc.; and other related matters

**Notes:**

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

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND MARK ANTHONY BREWING INC. AND AN AMENDMENT TO THE ADDITIONAL PROJECT LAND PURCHASE AGREEMENT BY AND BETWEEN RICHLAND COUNTY AND MARK ANTHONY BREWING INC.; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) entered into a Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement dated as of November 1, 2020 with Mark Anthony Brewing Inc. (“Sponsor”) pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“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 (the “FILOT Agreement”);

WHEREAS, pursuant to the FILOT Agreement, the County provided certain credits (“Infrastructure Credits”) against the 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;

WHEREAS, in connection with the FILOT Agreement and the Infrastructure Credits, the Sponsor committed to establish a manufacturing facility in the County consisting of taxable investment in real and personal property of not less than \$400,000,000 and the creation of 325 new, full-time jobs (the “Project”), all within five year of the commencement of operations;

WHEREAS, the County conveyed certain land to the Sponsor pursuant to the Additional Project Land Purchase Agreement dated as of November 10, 2020 (as amended, the “Purchase Agreement”), wherein, in relevant part, the County agreed to sell to the Sponsor certain land adjacent to the property upon which the Sponsor’s Project is located which adjacent property is identified as parcel 1b in Exhibit A to the Purchase Agreement and further delineated in Exhibit A-1 to the Purchase Agreement (the “Property”);

WHEREAS, the Purchase agreement contains a clause pursuant to which title to the Property reverts back to the County upon the failure of Sponsor or a supplier to Sponsor to expand or locate on the Property under certain conditions by a certain date (the “Reverter Clause”);

WHEREAS, Sponsor has substantially increased in its investment in taxable real and personal property within Richland County to at least \$470,000,000 (the “Expansion”); and

WHEREAS, due to Sponsor’s substantial increase its investment in taxable real and personal property in Richland County, the County now desires to (i) amend the Reverter Clause in the Purchase Agreement to provide Sponsor an additional twelve 12 months to expand or locate a supplier to Sponsor on the Property before title to the Property reverts to Seller and (ii) amend the FILOT Agreement to increase the Infrastructure Credits provided to the Sponsor thereunder as an inducement to make the additional investments in the County; as reimbursement for the increased costs of certain land and infrastructure improvements on the Project land.

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 Expansion based on relevant criteria including the purposes the Expansion is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

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

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

(c) The purposes to be accomplished by the Expansion are proper governmental and public purposes; and

(d) The benefits of the Expansion to the public are greater than the costs.

**Section 2. Approval of Incentives; Authorization to Execute and Deliver Amendment to FILOT Agreement, and Amendment to Additional Project Land Purchase Agreement.** The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Amendment to FILOT Agreement attached hereto as Exhibit A (the “FILOT Amendment”), and the Amendment to Additional Project Land Purchase Agreement attached hereto as Exhibit B (the “Land Amendment”); with respect to the Expansion (collectively, the FILOT Amendment and Land Amendment may be referred to collectively as the “Amendments”), including the increase of the Infrastructure Credits and the amendment of the terms of the Reverter are hereby approved. The form, terms and provisions of the Amendments that are before this meeting are approved and all of the Amendments’ terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Amendments 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 Amendments and to deliver the Amendments to the Sponsor.

**Section 3. Further Assurances.** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development 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 Sponsor under this Ordinance and the Amendments.

**Section 4. 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 5. 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 6. Effectiveness.** This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:        May 16, 2023  
Second Reading:    \_\_\_\_\_, 2023  
Public Hearing:        \_\_\_\_\_, 2023  
Third Reading:        \_\_\_\_\_, 2023



**EXHIBIT A**  
**FORM OF FILOT AMENDMENT**

**AMENDMENT TO FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE  
REVENUE CREDIT AGREEMENT**

**THIS AMENDMENT TO FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT** (this “*Amendment*”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **RICHLAND COUNTY, SOUTH CAROLINA** (“*County*”), a body politic and corporate and 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 **MARK ANTHONY BREWING INC.**, a Delaware corporation (“*Sponsor*”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the FILOT Agreement (as that term is defined below).

**WITNESSETH:**

WHEREAS, Sponsor and County entered into that certain Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement dated as of November 1, 2020 (the “*FILOT Agreement*”) wherein, in relevant part, the County agreed to provide certain incentives to Sponsor with respect to certain Economic Development Property, which includes the Real Property, as more particularly described in Exhibit A to the FILOT Agreement; and

WHEREAS, under the FILOT Agreement, Sponsor committed to establish the Facility in the County consisting of a taxable investment in real and personal property of not less than \$400,000,000 and the creation of 325 new, full-time jobs in exchange for a FILOT and Infrastructure Credit, as more particularly described in the FILOT Agreement; and

WHEREAS, the Sponsor has committed to make additional investments in the County in taxable real and personal property to bring to the total committed investments (including the initial \$400,000,000) under the FILOT Agreement to at least \$470,000,000; and

WHEREAS, the County and the Sponsor desire to amend the FILOT Agreement to provide a modification to the Infrastructure Credits provided to the Sponsor thereunder as an inducement to make the additional investments in the County; and

WHEREAS, the County has approved this Amendment via Ordinance of its County Council.

NOW, THEREFORE, the County and the Sponsor hereby agree as follows:

1. Exhibit D, as referenced in Section 5.1 of the FILOT Agreement and attached thereto as an exhibit, is hereby amended by restating the “**DESCRIPTION OF INFRASTRUCTURE CREDIT**” in its entirety as follows:

“The County agrees to provide an Infrastructure Credit for a period of 15 years commencing after the first phase of the Project is placed in service, anticipated to be in 2021, and shall be comprised of a 58% Infrastructure Credit to be applied against the Company’s FILOT payment on the Project for the first year of the term of the FILOT Agreement and a 50% Infrastructure Credit for the remaining 14 years. In

addition, the County shall provide an annual Infrastructure Credit of 20% (for a total Infrastructure Credit of 70%) for a period of ten (10) years, commencing in property tax year 2023. The total amount of the Infrastructure Credit shall not exceed the total amount of eligible expenditures (as set forth in S.C. Code § 4-29-68(A)(2)) made by the Company. In the event the permitting and other fees billed or imposed by the County are in excess of 8% of the first FILOT Payment, the overage shall be deducted from the next year's annual FILOT payment.

2. Except as modified by this Amendment, the parties hereto acknowledge that the FILOT Agreement remains in full force and effect. The parties agree that the Infrastructure Credits as modified by this Amendment shall supersede any other agreement between the parties with respect to the Infrastructure Credits, including those terms as set forth in the Incentive Agreement dated November 10, 2020, by and among MAB, Richland County, the South Carolina Department of Commerce, the South Carolina Coordinating Council for Economic Development, the City of Columbia, and the South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways, as amended by that First Amendment to the Incentive Agreement dated December 1, 2021.

3. This Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

4. The County represents that it has approved this Amendment by adoption of an Ordinance dated [●], 2023, and in accordance with the procedural requirements of the County Council and any other applicable law.

5. The Company represents that the execution, delivery and performance by the individual or entity signing this Amendment on behalf of the Company has been duly authorized and approved by all requisite action on the part of the Company.

6. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

7. This Amendment is effective as of the date first written above.

**[SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk to County Council

**MARK ANTHONY BREWING INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT B**  
**FORM OF LAND AMENDMENT**

**AMENDMENT TO THE ADDITIONAL PROJECT LAND PURCHASE AGREEMENT**

**THIS AMENDMENT TO THE ADDITIONAL PROJECT LAND PURCHASE AGREEMENT** (this “*Amendment*”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **RICHLAND COUNTY, SOUTH CAROLINA**, a body politic and corporate and political subdivision of the State of South Carolina (the “*Seller*”) and **MARK ANTHONY BREWING INC.**, a Delaware corporation (the “*Buyer*”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as that term is defined below).

**WITNESSETH:**

WHEREAS, Buyer and Seller entered into that certain Additional Project Land Purchase Agreement dated as of November 10, 2020 (as amended, the “*Purchase Agreement*”), wherein, in relevant part, the Seller agreed to sell and the Buyer agreed to buy that certain parcel of land identified as parcel 1b in Exhibit A and further delineated in Exhibit A-1 to the Purchase Agreement (the “*Property*”); and

WHEREAS, in connection with the project for which Buyer entered into the Purchase Agreement, Buyer has committed to a substantial increase in its investment in taxable real and personal property within Richland County to at least \$470,000,000; and

WHEREAS, due to Buyer’s substantial increase in its investment in taxable real and personal property in Richland County, Seller now seeks to amend the reverter clause in the Purchase Agreement to provide Buyer, or a supplier of Buyer, more time to expand or locate its business on the Property before title to the Property reverts to Seller; and

WHEREAS, the Seller has approved this Amendment via Ordinance of its County Council.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 4 subsection i) of the Purchase Agreement is hereby amended in its entirety as follows:
  - i) Limited Warranty Deed. Insurable and marketable fee simple title by a limited warranty deed with a clause that provides that fee simple title to the Property shall automatically revert back to the Seller in case the Buyer does not expand on the Property or a supplier to the Buyer does not locate on any portion of the Property (collectively, the “Additional Project”) within 42 months of the Transfer of the Property and such Additional Project does not represent an investment of at least \$150 million, which Additional Project shall be in addition to the Contract Minimum Investment Requirement, as defined in the Fee-in-Lieu of Ad Valorem Taxes and Special Source Revenue Agreement effective as of November 1, 2020, between Buyer and Seller, title to the Property shall revert back to the Seller. The Seller covenants, represents and warrants to the Buyer that the title to the Property shall be good,

marketable, and insurable fee-simple absolute title, free and clear of any and all liens and encumbrances and tenancies thereon, and being subject to only the Permitted Exceptions stated and set forth and specified on Exhibit B.

Except as modified by this Amendment, the parties hereto acknowledge that the Purchase Agreement remains in full force and effect. The parties agree that the reverter clause as modified by this Amendment shall supersede any other agreement between the parties with respect to the reverter, including those terms as set forth in the Incentive Agreement dated November 10, 2020, by and among MAB, Richland County, the South Carolina Department of Commerce, the South Carolina Coordinating Council for Economic Development (“**CCED**”), the City of Columbia, and the South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways, as amended by that First Amendment to the Incentive Agreement dated December 1, 2021.

2. This Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

3. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

4. The Seller represents that it has approved this Amendment by adoption of an Ordinance dated [●], 2023, and in accordance with the procedural requirements of the County Council and other applicable law. The Buyer represents that the execution, delivery and performance by the individual or entity signing this Amendment on behalf of the Company has been duly authorized and approved by all requisite action on the part of the Company.

5. This Amendment is effective as of the date first above written.

**[SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**MARK ANTHONY BREWING INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:



## **REQUEST OF ACTION**

**Subject:** FY23 - District 2 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$5,000** for District 2.

### **B. Background / Discussion**

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

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

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY23 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 2 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2022 Remaining	\$ 5,925
Omega Men of Columbia	\$ 5,000
<b>Total Allocation</b>	<b>\$ 5,000</b>
<b>Remaining FY2023 Balance</b>	<b>\$ 38,350</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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



## **REQUEST OF ACTION**

**Subject:** FY23 - District 3 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$15,000** for District 3.

### **B. Background / Discussion**

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

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

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY23 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 3 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2022 Remaining	\$ 53,900
Greater Waverly Foundation	\$ 15,000
<b>Total Allocation</b>	<b>\$ 15,000</b>
<b>Remaining FY2023 Balance</b>	<b>\$ 99,825</b>

**C. Legislative / Chronological History**

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

**D. Alternatives**

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

**E. Final Recommendation**

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