

**RICHLAND COUNTY**  
**SPECIAL CALLED MEETING**  
**AGENDA**

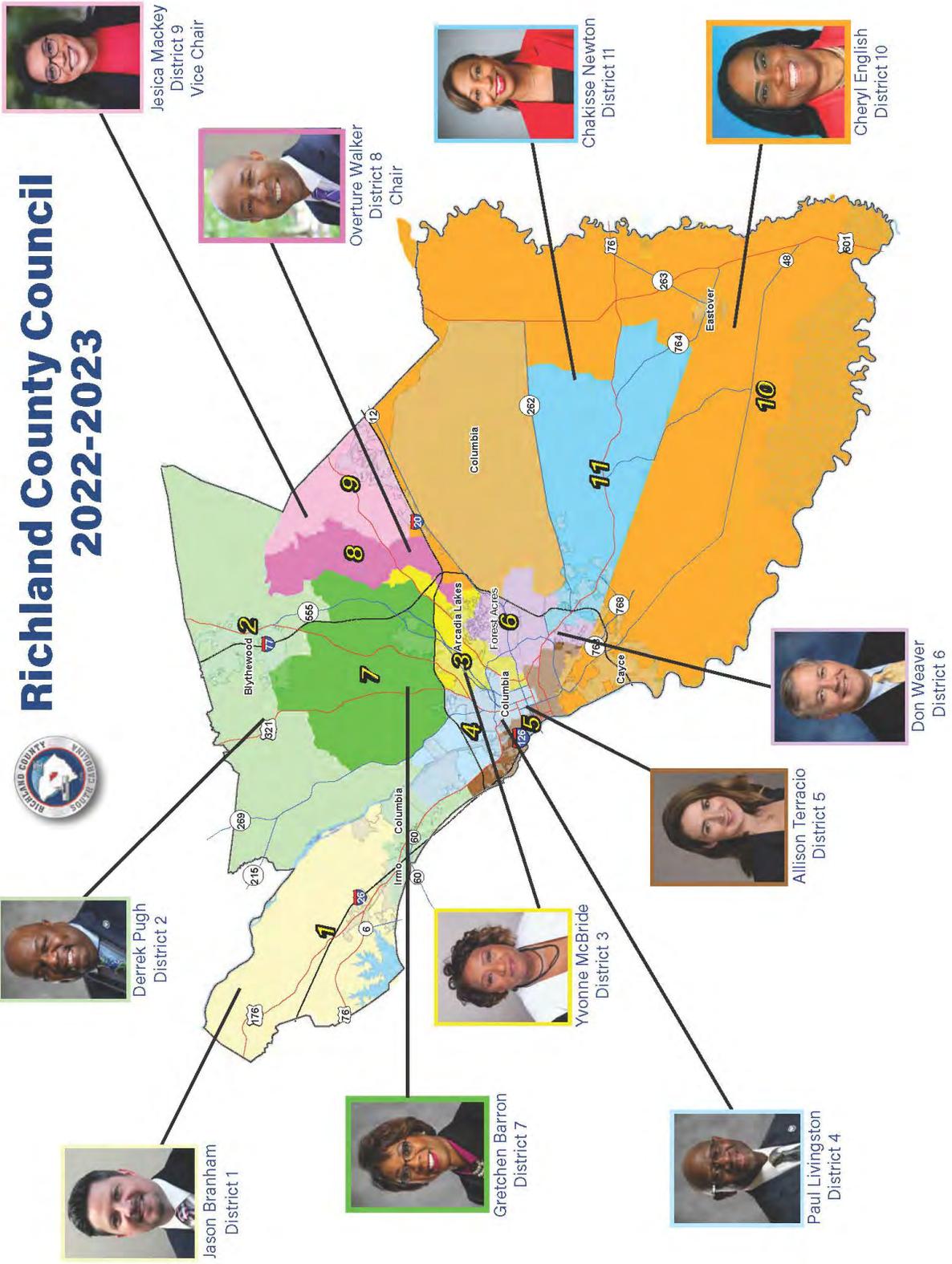


**TUESDAY, JULY 11, 2023**

**6:00 PM**

**COUNCIL CHAMBERS**

# Richland County Council 2022-2023





**Richland County  
Special Called Meeting**

**AGENDA**

July 11, 2023 - 6:00 PM  
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER**

The Honorable Overture Walker

  - a. **Roll Call**
2. **INVOCATION**

The Honorable Allison Terracio
3. **PLEDGE OF ALLEGIANCE**

The Honorable Allison Terracio
4. **PRESENTATION OF PROCLAMATION**
  - a. A Proclamation supporting the SC American Revolution Sestercentennial Commission and recognizing the Richland County 250 Committee.

The Honorable Don Weaver
  - b. A Proclamation Recognizing Richland County's Economic Development Director Jeff Ruble on being named the "Local Developer of the Year" by the South Carolina Economic Developers' Association.

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 Gretchen Barron  
The Honorable Overture Walker  
The Honorable Cheryl English  
The Honorable Chakisse Newton
  - c. A Proclamation recognizing the Richland County Recreation Commission and declaring July as Park and Recreation Month.

The Honorable Overture Walker  
The Honorable Jason Branham  
The Honorable Derrek Pugh  
The Honorable Yvonne McBride  
The Honorable Paul Livingston  
The Honorable Allison Terracio  
The Honorable Gretchen Barron  
The Honorable Jessica Mackey  
The Honorable Chakisse Newton
5. **APPROVAL OF MINUTES**

The Honorable Overture Walker

  - a. Special Called Meeting: June 13, 2023 [\[PAGES 10-16\]](#)
  - b. Special Called Meeting: June 20, 2023 [\[PAGES 17-18\]](#)
  - c. Zoning Public Hearing: June 27, 2023 [\[PAGES 19-20\]](#)

6. **ADOPTION OF AGENDA** The Honorable Overture Walker
7. **REPORT OF ATTORNEY FOR EXECUTIVE SESSION** Patrick Wright,  
County Attorney  
**ITEMS [Pursuant to SC Code 30-4-70]**  
*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. Community Planning and Development - Conservation -Cabin Branch Property Acquisition.
8. **CITIZEN'S INPUT** The Honorable Overture Walker
- a. For Items on the Agenda Not Requiring a Public Hearing
9. **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)
10. **REPORT OF THE COUNTY ADMINISTRATOR** Leonardo Brown,  
County Administrator
- a. Request to Purchase – 1430 Colonial Life Blvd W, Columbia, SC, 29210 – TMS #07304-04-07.
11. **REPORT OF THE CLERK OF COUNCIL** Anette Kirylo,  
Clerk to Council
- a. Strategic Planning Forum Update.
12. **REPORT OF THE CHAIR** The Honorable Overture Walker
13. **OPEN / CLOSE PUBLIC HEARINGS** The Honorable Overture Walker
- a. An Ordinance authorizing deed to the City of Columbia for certain sanitary sewer lines to serve the Arthurtown, Little Camden, and Taylors Sanitary Sewer System, Phase I.
- b. An Ordinance Authorizing a deed to Allen University for 1741 Cushman Drive, Columbia, South Carolina, Richland County TMS#14103-02-20A.

- c. An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Section 21-20, Road Paving Program; Subsection (i); so as to remove specific language.
- d. Authorizing the joint development and creation of a multi-county park with Fairfield County for the Scout Motors Project; authorizing the execution and delivery of an agreement governing the multi-county park; authorizing the inclusion of certain property located in Richland County in the multi-county park; and other related matters.

**14. APPROVAL OF CONSENT ITEMS**

The Honorable Overture Walker

- a. An Ordinance authorizing deed to the City of Columbia for certain sanitary sewer lines to serve the Arthurtown, Little Camden, and Taylors Sanitary Sewer System, Phase I. [THIRD READING] [PAGES 21-104]
- b. Case # 23-009MA  
Michael Bell  
RU to GC (3 Acres)  
S/S Garners Ferry Road  
TMS # R21800-05-20 (Portion of) [SECOND READING]  
[PAGES 105-106]
- c. An Ordinance Amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; by amending the Business License Class Schedule Table and the Business License Schedule Rates Table so as to make conforming changes. [FIRST READING]  
[PAGES 107-112]
- d. County Administrator - Reimbursement Resolution for 2023-24 General Obligation Bond for Family Services Center and Improvements at Alvin S. Glenn Detention Center.  
[PAGES 113-117]

**15. THIRD READING ITEMS**

The Honorable Overture Walker

- a. An Ordinance Authorizing a deed to Allen University for 1741 Cushman Drive, Columbia, South Carolina, Richland County. TMS#14103-02-20A  
[PAGES 118-119]
- b. Authorizing the joint development and creation of a multi-county park with Fairfield County for the Scout Motors Project; authorizing the execution and delivery of an agreement governing the multi-county park; authorizing the inclusion of certain property located in Richland County in the multi-county park; and other related matters. [PAGES 120-137]

**16. SECOND READING ITEMS**

The Honorable Overture Walker

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Foundation to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters.  
[\[PAGES 138-171\]](#)

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

The Honorable Paul Livingston

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina, and Vista Depot Holding, LLC, among other of its affiliates, to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters.[FIRST READING]  
[\[PAGES 172-209\]](#)
- b. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Growth; identifying the project; and other matters related thereto.  
[\[PAGES 210-211\]](#)
- c. Authorizing the execution and delivery of one or more fee-in-lieu of ad valorem taxes and incentive agreements by and between Richland County, South Carolina and Project Growth to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters. [FIRST READING] [\[PAGES 212-245\]](#)

**18. REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE**

The Honorable Chakisse Newton

- a. An Ordinance of the County Council of Richland County, South Carolina, revising the zoning map of unincorporated Richland County, South Carolina, to change the zoning designation for all real property located in the unincorporated areas of Richland County, as described herein; and providing for severalty and an effective date. [FIRST READING]  
[\[PAGES 246-253\]](#)
- b. Direct the Administrator to research and present to Council current laws and benefits of enacting impact fees in Richland County. The purpose is to help reduce the tax burden on residents by not having to pay the complete cost of development in Richland County. [MALINOWSKI (PUGH & NEWTON) - January 3, 2023] [\[PAGE 254\]](#)

19. **REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE** The Honorable Jessica Mackey
- a. Community Planning and Development - Conservation - Cabin Branch Property Acquisition [EXECUTIVE SESSION] [\[PAGE 255\]](#)
20. **REPORT OF THE TRANSPORTATION AD HOC COMMITTEE** The Honorable Overture Walker
- a. Transportation Facility Needs Study [\[PAGES 256-259\]](#)
21. **REPORT OF THE CORONAVIRUS AD HOC COMMITTEE** [\[PAGES 260-292\]](#) The Honorable Gretchen Barron
- a. American Rescue Plan Application Review and Recommendation:
1. Workforce Training
2. Education Assistance
3. Food Insecurity
22. **OTHER ITEMS** The Honorable Overture Walker
- a. FY24 - District 2 Hospitality Tax Allocations [\[PAGES 293-294\]](#)
1. Omega Men of Columbia - \$10,000
- b. FY24 - District 3 Hospitality Tax Allocations [\[PAGES 295-296\]](#)
1. Columbia World Affairs Council - \$10,000
- c. A Resolution to appoint and commission John M. Thompson as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [\[PAGE 297\]](#)
23. **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.*
24. **MOTION PERIOD**
25. **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**

June 13, 2023 – 6:00 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29204

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

Not Present: Jason Branham and Yvonne McBride

OTHERS PRESENT: Michelle Onley, Kyle Holsclaw, Dale Welch, Aric Jensen, Patrick Wright, Leonardo Brown, Anette Kirylo, Jeff Ruble, Ashiya Myers, Chelsea Bennett, Lori Thomas, Michael Maloney, John Thompson, Michael Byrd, Sandra Haynes, Stacey Hamm, Jennifer Wladischkin, Quinton Epps, John Ansell, Susan O’Cain, Angela Weathersby, Kendra Dove, David Adams, Tamar Black, Bill Davis, Brittney Terry-Hoyle, and Todd Money

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 6:00 PM.

Mr. Walker noted that he spoke with Mr. Branham and Ms. McBride, and they will not attend tonight’s meeting as they are away on business.

2. **INVOCATION** – The Invocation was led by the Honorable Chakisse Newton.

3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Chakisse Newton.

4. **PRESENTATION OF RESOLUTION**

- a. A Resolution Recognizing David A. Adams – Richland County Treasurer – Mr. Livingston moved to adopt the resolution recognizing David A. Adams, seconded by Ms. Mackey.

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

Not Present: Branham and McBride

The vote in favor was unanimous.

Ms. Susan O’Cain, Public Information/Communications Director, read the resolution recognizing David A. Adams for his 20 years of service as the Richland County Treasurer into the record.

**POINT OF PERSONAL PRIVILEGE** – Ms. Newton wished her husband a “Happy Birthday!”

5. **PRESENTATION OF PROCLAMATIONS**

- a. A Proclamation recognizing Hopkins Middle School Football Team [WALKER, BRANHAM, and ENGLISH] – Ms. English presented a proclamation recognizing the Hopkins Middle School Football Team.
- b. A Proclamation recognizing Ridgeview High School Girls’ Track Team [WALKER and MACKEY] – Mr. Walker presented a proclamation recognizing the Ridgeview High School Girls’ Track Team.
- c. A Proclamation recognizing Dreher High School Boys’ Track Team [WEAVER and TERRACIO] – Mr. Weaver presented a proclamation recognizing Dreher High School Boys’ Track Team.
- d. A Proclamation recognizing June as LGBTQ+ Pride Month in Richland County [TERRACIO, PUGH, and NEWTON] – Ms. Terracio presented a proclamation recognizing June as LGBTQ+ Pride Month in Richland County.
- e. A Proclamation recognizing June 19-23, 2023, as “Columbia Fashion Week” [MACKEY] – Ms. Mackey presented a proclamation recognizing June 19-23, 2023, as “Columbia Fashion Week.”

- f. A Proclamation supporting the SC American Revolution Sestercentennial Commission and recognizing and approving the Richland County 250 Committee [WEAVER] – Mr. Weaver moved to defer this item until the July 11<sup>th</sup> Council meeting, seconded by Mr. Livingston.

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

Not Present: Branham and McBride

The vote in favor was unanimous.

6. **APPROVAL OF MINUTES**

- a. Regular Session: June 6, 2023 – Ms. Barron moved to approve the minutes as distributed, seconded by Ms. Newton.

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

Not Present: Branham and McBride

The vote in favor was unanimous.

7. **ADOPTION OF AGENDA** – Ms. Barron noted the number of vacancies for the Richland Library Board should be four (4) instead of three (3).

Ms. Newton moved to adopt the agenda as amended, seconded by Mr. Weaver.

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

Not Present: Branham and McBride

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 item qualifies for Executive Session under South Carolina Code section 30-4-70:

- a. Curbside Collection Area 5A – Assignment

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.) – No one signed up to speak.

11. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Roof Remediation at 2000 and 2020 Hampton Street – Mr. Leonardo Brown, County Administrator, indicated the capital project would commence next week. There will be minor disruptions and noise, but it is a part of moving the project forward. Later in the process, it will affect the entranceways and parking.
- b. District 7 Community Walk – Ms. Barron noted she is hosting the 2<sup>nd</sup> Annual District 7 Community Walk on June 24<sup>th</sup> at Keenan High School. Registration will begin at 8:00 AM, or you can register on Eventbrite. Registration is encouraged but not necessary.
- c. Pineview Widening Public Information Meeting – Ms. Newton stated there would be a public information meeting regarding the Pineview Road Widening on Tuesday, June 20<sup>th</sup>, at the Dream Center on Atlas Road.
- d. District 11 Clean Sweep – Ms. Newton noted there will be a “Clean Sweep” for District 11 the week of June 26<sup>th</sup>.
- e. “Hunger Does Not Take a Vacation” Food Drive – Mr. Brown stated that in partnership with Harvest Hope, the County is sponsoring a food drive, culminating with a mobile food market giveaway at the end of the month. The giveaway will be held at the Columbia Place Mall.
- f. Administrator’s Nomination:
1. Curbside Collection Area 5A – Assignment – This item was taken up after Executive Session.

1 **REPORT OF THE CLERK OF COUNCIL**

- a. 2024 Council Strategic Planning Forum – Ms. Anette Kirylo, Clerk to Council, requested guidance in securing a location for the 2024 Strategic Planning Forum.

Ms. Mackey moved to direct the Clerk to move forward with researching sites in Spartanburg County, SC, with dates in January 2024, and bringing those back to Council for final approval, seconded by Ms. Barron.

Ms. Mackey stated Council has approved a Strategic Plan that details several goals and initiatives that are our guiding force. One of the key reasons she is suggesting Spartanburg is because BMW started in Greer and was a huge economic development project for that area of the state. With the County's announcement of Scout Motors, the largest ever economic development project, she believes it would be good for us to understand the challenges and successes Spartanburg County faced. The other reason is to look at their capital improvement projects. She noted they have a robust plan, and as we look at a long-term plan, it would be helpful to see what Spartanburg County has done. Additionally, she mentioned that Spartanburg County is a growing county. She encouraged her colleagues to share what they want to see during the Strategic Forum.

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

Not Present: Branham and McBride

The vote in favor was unanimous.

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

14. **OPEN/CLOSE PUBLIC HEARING**

- a. 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 – No one signed up to speak.

15. **APPROVAL OF CONSENT ITEMS**

- a. An Ordinance authorizing deed to the City of Columbia for certain sanitary sewer lines to serve the Arthurtown, Little Camden, and Taylors Sanitary Sewer System, Phase I [SECOND READING] – Ms. Mackey moved to approve this item, seconded by Ms. Barron.

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

Not Present: Branham and McBride

The vote in favor was unanimous.

16. **THIRD READING ITEM**

- a. 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 – Mr. Livingston moved to approve this item, seconded by Ms. Barron.

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

Not Present: Branham and McBride

The vote in favor was unanimous.

Ms. Barron moved for reconsideration, seconded by Ms. English.

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

Not Present: Branham and McBride

The motion for reconsideration failed.

17. **SECOND READING ITEMS**

- a. An Ordinance authorizing a deed to Allen University for 1741 Cushman Drive, Columbia, South Carolina, Richland County TMS # 14103-02-20A – Ms. Barron moved to approve this item, seconded by Mr. Weaver.

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

Recuse: Pugh (due to being a member of the Allen University faculty)

Not Present: Branham and McBride

The vote in favor was unanimous.

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

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

Opposed: Terracio

Not Present: Branham and McBride

The vote was in favor.

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

Ms. Newton made a substitute motion to approve this item and defer 3<sup>rd</sup> Reading until July 18<sup>th</sup>. She noted this would allow the communities impacted to explain some of the things included. In addition, the red-lined version does not match what the committee brought forward, which she has addressed with the Public Works Director, Michael Maloney.

Mr. Walker inquired if the motion to approve the item and defer 3<sup>rd</sup> Reading was a proper motion.

Mr. Wright responded in the affirmative.

Mr. Walker suggested we vote on the original motion and note Ms. Newton's request not to schedule 3<sup>rd</sup> Reading until the July 18<sup>th</sup> Council meeting.

Ms. Newton withdrew her substitute motion.

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

Not Present: Branham and McBride

The vote in favor was unanimous.

Ms. Barron requested the education initiative regarding this item is countywide.

Mr. Walker indicated if the education initiative were to be countywide, it would delay Public Works getting caught up on the roads that have not been paved.

Ms. Barron suggested finding a neutral location where all the residents could attend an educational forum.

Ms. Newton stated she planned to circulate the information with her neighborhood groups and community leaders.

Mr. Walker suggested Councilmembers interested in public engagement get with staff to determine the best way to provide the information to their constituents.

## 18. REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Foundation; identifying the project; and other matters related thereto
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Foundation to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of Items 18(a) and (b). He noted the project is a \$10M investment for a regional office and 40 new jobs with an average salary of \$90,000/year.

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

Not Present: Branham and McBride

The vote in favor was unanimous.

## 19. REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

### a. NOTIFICATION OF VACANCIES

1. Accommodations Tax Committee – Four (4) Vacancies (ONE applicant must have a background in the lodging industry, TWO applicants must have a background in the hospitality industry, and ONE applicant must have a cultural background)

2. Board of Zoning Appeals – One (1) Vacancy
3. Building Codes Board of Appeals – Eight (8) Vacancies (ONE applicant must be from the Architecture Industry, ONE applicant must be from the Gas Industry, ONE applicant must be from the Building Industry, ONE applicant must be from the Contracting Industry, ONE applicant must be from the Plumbing Industry, ONE applicant must be from the Electrical Industry, and TWO applicants must be from the Fire Industry as alternates)
4. Business Service Center Appeals Board – Three (3) Vacancies (ONE applicant must be from the Business Industry, and TWO applicants must be CPAs)
5. Central Midlands Council of Governments – One (1) Vacancy
6. Hospitality Tax Committee – Three (3) Vacancies (TWO applicants must be from the Restaurant Industry)
7. Midlands Workforce Development Board – One (1) Vacancy (Applicant must be from the Private Sector)
8. Planning Commission – Two (2) Vacancies
9. Richland Library Board – Four (4) Vacancies
10. Transportation Penny Advisory Committee (TPAC) – Four (4) Vacancies

Ms. Barron stated the committee recommended advertising for the above-referenced vacancies. The dateline to submit applications will be July the 14<sup>th</sup>, 2023.

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

Not Present: Branham and McBride

The vote in favor was unanimous.

**b. NOTIFICATION OF APPOINTMENTS**

1. Airport Commission – One (1) Vacancy – Ms. Barron stated the committee recommended appointing Ms. Brianna Barrineau.
2. Board of Zoning Appeals – Two (2) Vacancies – Ms. Barron stated the committee recommended appointing Ms. Annette Nelson
3. Community Relations Council – 1 – Ms. Barron stated the committee recommended appointing Ms. Sheila Harris.
4. Employee Grievance Committee – 1 – Ms. Barron stated the committee recommended appointing Ms. Washava Moye.
5. Transportation Penny Advisory Committee – 4 – Ms. Barron stated the committee recommended re-advertising the vacancies.

Mr. Livingston inquired if any of the applicants for the Airport Commission were incumbents.

Ms. Barron responded that they were not.

Ms. Terracio noted the Airport Commission appointment recommendation was difficult because there were a lot of great applicants and only one vacancy.

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

Not Present: Branham and McBride

The vote in favor was unanimous.

**20. OTHER ITEMS**

- a. FY23 – District 7 Hospitality Tax Allocations: (Columbia Museum of Art - \$10,000) – Ms. Barron moved to approve this item, seconded by Ms. Mackey.

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

Not Present: Branham and McBride

The vote in favor was unanimous.

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

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

Not Present: Branham and McBride

The motion for reconsideration failed.

21. **EXECUTIVE SESSION**

a. Curbside Collection Area 5A – Assignment

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

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

Not Present: Branham and McBride

The vote in favor was unanimous.

*Council went into Executive Session at approximately 7:21 PM  
and came out at approximately 7:28 PM*

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

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

Not Present: Branham and McBride

The vote in favor was unanimous.

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

a. Curbside Collection Area 5A – Assignment – Ms. Mackey moved to accept the staff's recommendation to approve the reassignment of Area 5A, seconded by Ms. Barron.

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

Not Present: Branham and McBride

The vote in favor was unanimous.

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

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

Not Present: Branham and McBride

The motion for reconsideration failed.

22. **MOTION PERIOD**

- a. I move that Council approve the Modification of Covenants, pursuant to the Declaration of Restrictive Covenants, so as to allow for the proper and legal subdivision of the subject property. This issue has already been vetted by Legal and Development Services [BRANHAM] – Mr. Wright stated this is a situation where a restrictive covenant was made by County Council in 1988. There were restrictions on how the property could be subdivided. Subsequently, the property was divided in a certain way. At this point, the previous owner is deceased, and the current owners would like to transfer the property but cannot due to the restrictive covenant. By Council approving this motion, the owners will be able to transfer the property.

Ms. Mackey inquired if there was a briefing document regarding Development Services or Legal's review.

Mr. Wright responded the document included in the agenda packet was provided by the Legal Department. Deputy Community Planning and Development/Zoning Administrator, Geo Price, was also a part of the discussion.

Mr. Livingston inquired if this would impact other areas of the County.

Mr. Wright responded this was specific to this property.

Ms. Newton inquired if the document means Legal does not see any adverse implications to us making this change.

Mr. Wright replied the property has already been subdivided. This memorializes the subdivision of the property, which will allow the transfer of the property.

Mr. Weaver moved to take up the motion, seconded by Mr. Walker.

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

Not Present: Branham and McBride

The vote in favor was unanimous.

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

Moving forward, Ms. Mackey suggested that if a motion has been vetted, include a briefing document or memo in the agenda packet.

Mr. Wright stated his office does not have control over the language of Council motions. In this case, his office and Development Services provided input on what could legally be done.

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

Not Present: Branham and McBride

The vote in favor was unanimous.

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

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

Not Present: Branham and McBride

The vote in favor was unanimous.

The meeting adjourned at approximately 7:30 PM.



Richland County Council  
Special Called Meeting  
**MINUTES**  
June 20, 2023 – 4:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

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

NOT PRESENT: Yvonne McBride and Chakisse Newton

OTHERS PRESENT: Kyle Holsclaw, Michelle Onley, Ashiya Myers, Lori Thomas, Leonardo Brown, Patrick Wright, Anette Kirylo, Angela Weathersby, Chelsea Bennett, Judy Carter, John Thompson, Dale Welch, and Sandra Haynes

- 1 **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 4:00 PM.

Mr. Walker noted Ms. Newton would be joining the meeting via Zoom.

**ADOPTION OF AGENDA** – Mr. Pugh moved to adopt the agenda as published, seconded by Ms. Mackey.

Ms. English noted the agenda Council received has the start time as 3:30 PM.

Mr. Patrick Wright, County Attorney, stated the agenda published to the public has the correct start time of 4:00 PM.

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

Not Present: McBride and Newton

The vote in favor was unanimous.

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

- a. **Approve Updated 2024 Community Impact Grant Application** – Ms. Mackey stated the Community Impact Grants Committee recently met to discuss a budget motion allocating \$400,000 in American Rescue Plan funding. She noted the committee previously brought forth a Community Impact Grant application and guidelines, which Council approved. After the budget motion was forwarded to the committee, the committee met and came out with an updated Community Impact Grant application and guidelines, which are included in the agenda packet. The changes are highlighted in the attached document. The updated application allows the committee to take applications and receive the additional \$400,000 ARPA funds. The committee recommendation is to approve the updated application and guidelines so that we can meet the July 1<sup>st</sup> application opening date.

Assistant County Administrator Ms. Lori Thomas stated the amount being allocated should be \$2.180M instead of \$1.780M. The 60% would become \$1.308M, and the 40% would become \$872,000.

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

Not Present: McBride and Newton

**Special Called Meeting Minutes  
June 20, 2023**

The vote in favor was unanimous.

Ms. Mackey thanked the body for approving the updated application, which enables us to meet the deadline of getting the application out by July 1<sup>st</sup>. In addition, the staff has committed to offering information sessions to inform the public.

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

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

Not Present: McBride and Newton

The motion for reconsideration failed.

**OTHER ITEMS**

4.

a. **FY23 – District 2 Hospitality Tax Allocations (Kickin’ It With Dads – \$5,000)**

b. **FY23 – District 7 Hospitality Tax Allocations (Greater Columbia Community Relations Council - \$8,800)**

Ms. Barron moved to approve Items 4(a) and 4(b), seconded by Mr. Pugh.

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

Not Present: McBride and Newton

The vote in favor was unanimous.

Ms. Barron moved to reconsider Items 4(a) and 4(b), seconded by Mr. Pugh.

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

Not Present: McBride and Newton

The motion for reconsideration failed.

Mr. Walker recognized that the County Administrator, Leonardo Brown, was attending the meeting via Zoom.

5. **ADJOURNMENT** – Mr. Pugh moved to adjourn the meeting, seconded by Ms. English.

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

Not Present: McBride and Newton

The vote in favor was unanimous.

The meeting adjourned at approximately 4:08 PM.



Richland County Council  
Zoning Public Hearing  
**MINUTES**  
May 23, 2023 – 7:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

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

NOT PRESENT: Derrek Pugh

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

1. **CALL TO ORDER** – Chairman Overture Walker called the meeting to order at approximately 7:00 PM.
2. **ADDITIONS/DELETIONS TO THE AGENDA**- Ms. Mackey moved to remove Items 5(a)(3): “Case # 23-010MA,” 5(a)(4): “Case # 26-011MA,” and 5(b): “An ordinance amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; “Transportation, Information, Warehousing, Waste Management, and Utilities” of Table 26-V-2.; and Article VI, Supplemental Use Standards; Section 26-152; Special Exceptions; so as to permit “manufacturing, not otherwise listed” in the Light Industrial District (LI), as a permitted use with special requirements rather than by a special exception” from the agenda, seconded by Ms. Barron.

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

Not Present: Pugh

The vote in favor was unanimous.

3. **ADOPTION OF AGENDA** – Ms. Barron moved to adopt the agenda as amended, seconded by Ms. Newton.  
In Favor: Branham, McBride, Livingston, Terracio, Weaver, Barron, Walker, Mackey, English, and Newton  
Not Present: Pugh  
The vote in favor was unanimous.

4. **OPEN PUBLIC HEARING**

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

1. **Case # 23-008MA**  
Waled Abdulaziz M. Farea  
RS-LD to NC (.39 Acres)  
8033 Caughman Road  
TMS# R19116-11-02 [FIRST READING]

Mr. Walker opened the floor to the public hearing.

No one signed up to speak.  
The floor to the public hearing was closed.

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

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

Not Present: Pugh

The vote in favor was unanimous.

**2. Case # 23-009MA**

Michael Bell  
RU to GC (3 Acres)  
S/S Garners Ferry Grove Road  
TMS# R21800-05-20 [FIRST READING]

Mr. Walker opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

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

Not Present: Pugh

The vote in favor was unanimous.

**3. Case # 23-010MA**

Sherwin Paller  
NC to RM-HD (.17 Acres)  
1159 Olympia Ave  
TMS # R11203-01-03

*This item was removed from the agenda during the Adoption of the Agenda.*

**4. Case # 23-011MA**

Sherwin Paller  
NC to RM-HD  
1161 Olympia Ave  
TMS # R11203-01-02

*This item was removed from the agenda during the Adoption of the Agenda.*

**b. TEXT AMENDMENTS [ACTION]**

**An ordinance amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; "Transportation, Information, Warehousing, Waste Management, and Utilities" of Table 26-V-2.; and Article VI, Supplemental Use Standards; Section 26-152; Special Exceptions; so as to permit "manufacturing, not otherwise listed" in the Light Industrial District (LI), as a permitted use with special requirements rather than by a special exception**

*This item was removed from the agenda during the Adoption of the Agenda.*

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

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

The vote in favor was unanimous.

The meeting adjourned at approximately 7:06 PM.

## Richland County Council Request for Action

**Subject:**

An Ordinance authorizing deed to the City of Columbia for certain sanitary sewer lines to serve the Arthurtown, Little Camden, and Taylors Sanitary Sewer System, Phase I

**Notes:**

May 23, 2023 – The Administration & Finance Committee recommended Council approve the transfer of deeds of sanitary sewer lines to the City of Columbia for Arthurtown/Little Camden/Taylors Sanitary Sewer System, Phase 1; Cf#180-16.

First Reading: June 6, 2023

Second Reading: June 13, 2023

Third Reading: July 11, 2023 {Tentative}

Public Hearing: July 11, 2023

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Bill Davis	<b>Title:</b>	Director
<b>Department:</b>	Utilities	<b>Division:</b>	Administration
<b>Date Prepared:</b>	March 27, 2023	<b>Meeting Date:</b>	May 23, 2023
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	May 9, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	May 15, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 9, 2023
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Transfer of Arthurtown/Little Camden/Taylor's Sanitary Sewer; CF#180-16		

**RECOMMENDED/REQUESTED ACTION:**

Richland County Utilities (RCU) recommends approval of the transfer of deeds of sanitary sewer lines to the City of Columbia as described in the attached Deed to Sanitary Sewer Lines for Arthurtown/Little Camden/Taylor's Sanitary Sewer System, Phase 1; Cf#180-16.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Richland County will not incur any expenses nor lose any revenues by transferring these assets to the City of Columbia. Richland County does not have any budgetary impact.

*Applicable department/grant key and object codes:*

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

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

The County Attorney's Office has no comments.

**REGULATORY COMPLIANCE:**

Not applicable.

#### **MOTION OF ORIGIN:**

There is no associated Council motion of origin.

#### **STRATEGIC & GENERATIVE DISCUSSION:**

The referenced sanitary sewer project is a former utility project developed by Richland County (County) and approved for eventual acceptance by the City of Columbia (City) into its system circa the early 1990s. Correspondence from Andy Metts, former Director of Richland County Utilities, dated June 2, 1995, indicated that the sanitary sewer lines were constructed, inspected, and approved in preparation to transfer ownership to the City of Columbia. Then City of Columbia engineer David Johnson issued a letter of acceptance for the sanitary sewer lines and approved Richland County's transfer of the deeds; however, the easement documents were not provided to the City following the completion of the project.

Given the age of the project, the City of Columbia Engineering Administrator cannot reasonably nor personally speak to the specific reasons for the delay in the process. However, the attached supporting documentation shows the correspondence between Richland County Utilities, the South Carolina Department of Health and Environment Control (SCDHEC), and the City of Columbia Engineer. Also included is an intergovernmental service agreement (IGA) for Richland County to construct and transfer the lines once tested and accepted by the City. Richland County Utilities does not have any customers in this area. The City has been maintaining the assets, and the County is not involved at this time.

#### **ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:**

This meets strategic plan Goal 1 – Foster Good Governance

- Objective 1.5: Collaborate with other governments.

#### **ATTACHMENTS:**

1. Richland County Director Andy Metts's Letter
2. City of Columbia Engineer David Johnson's Letter
3. Department of Health and Environmental Control letter
4. Internal Governmental Agreement between Richland County and the City of Columbia
5. Deed Ordinance for Arthurtown/Little Camden/Taylor's Sanitary Sewer Lines
6. Deeds Transfer Document



**RICHLAND COUNTY  
SOUTH CAROLINA**  
Department of Public Works Administration & Engineering  
400 POWELL ROAD  
COLUMBIA, SOUTH CAROLINA 29203

Andy H. Metts  
Director, Utilities & Services  
(803) 735-7315

TDD#748-4999

June 2, 1995

Mr. Larry Ragsdale  
Central Midlands District  
Environmental Quality Control  
S.C.D.H.E.C.  
Post Office Box 156  
State Park, South Carolina 29201

RE: **Arthurtown/Taylors/Little Camden  
Sewer Project  
DHEC Construction Permit - 19,794-DW**

Dear Mr. Ragsdale:

The sanitary sewer lines constructed as part of the referenced project have been inspected and approved by Richland County. Operation and maintenance of this system will be provided by the City of Columbia. Richland County will maintain ownership until such time as the necessary record drawings, forms and deeds are provided to and accepted by the City. This ownership transfer should be complete within sixty (60) days.

Please take the necessary action to issue the permit to operate.

If you should have any questions, please contact me at 735-7315.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy H. Metts", written over a horizontal line.

Andy H. Metts  
Director, Utilities & Services

AHM/swd

cc: Carlos Cometto - Hussey, Gay Bell & DeYoung, Inc.  
David A. Johnson - City of Columbia

SEARCHED

CITY COUNCIL MINUTES  
MARCH 20, 1991  
10:00 A.M.

IX. INTERGOVERNMENTAL SERVICE AGREEMENTS:

A. Romain-Meech-Burbank Sewer Assessment District

B. East Bluff Sewer Assessment District

C. Arthurtown Sewer Assessment District

Upon motion by Mr. Cromartie, seconded by Mr. Papadea, Council voted unanimously to approve these agreements with Richland County for transportation and treatment of wastewater.

SUBDIVISION STATUS SHEET  
CONSTRUCTION

INSPECTOR: DRAWHORN  
 DATE : 09/21/89  
 CITY FILE: 180-16 R-3 FINAL PLAT: / /  
 PROJECT : ARTHURTOWN/LITTLE CAMDEN SEWER EXTN.  
 ENGINEER : STEVE C. WOHLFEIL, PE., PRIME ASSOC., INC.  
 DEVELOPER: RICHLAND CO., PO BOX 192, COLA 29202  
 LOCATION : BLUFF RD AREA

NO. METERS: 0  
 COM/RES :  
 CITY LIM.: N  
 CO: RICH

WATER PLAN: / /	WATER APP : / /	OFFSITE EASEMENT REQ'D
SEWER PLAN: 12/07/94	SEWER APP : 12/13/94	EASE REC'D: / /
DRAIN PLAN: / /	DRAIN APP : / /	INSURANCE REQ'D: Y
STREET PLAN: / /	STREET APP : / /	
LAB TEST: / /	DECLARATION OF COVENANT	COURTHOUSE RESEARCH
PRESSURE: / /	REQ'D Y REC'D / /	SENT / / REC'D / /
✓FORM 2 : Y / /	DEED WATER: / /	DEED REC'D: / /
✓FORM 3 : Y / /	DEED SEWER: Y / /	DEED REC'D: / /
QUANTITY: Y / /	DEED DRAIN: / /	DEED REC'D: / /
AS BUILT: Y / /	DEED STREET: / /	DEED REC'D: / /
ASBUILT AP: Y / /	PKG TO FD: / /	MORTGAGE : / /
PKG TO IN: Y / /	INFIL CERT Y 05/26/95	O&M LETTER: / /
C.E. FORM 2Y / /	DRAIN CERT / /	DHEC PTO : / /

COMMENTS PAGE 1:

08-02-90 CONST PLANS APPROVED (PLANS REC'D 06-11-90)

05-31-91 REC'D REV CONST PLANS (R-1) 06-05-91 CONST PLANS APPROVED (R-1)

06-21-91 REC'D REV CONST PLAN (R-1)

06-21-91 REC'D REV CONST PLANS (R-2)

06-28-91 CONST PLANS APPROVED (R-2)

07-15-91 DHEC CONST PERMIT 17184 DW

06-09-93 APPROVAL EXTENDED FOR 2 YEARS (06-28 & 06-05-91 LTR REMAIN EFFECT

12-07-94 REC'D REV CONST PLANS (R-3) 12-13-94 CONST PLANS (R-3) APPROVED

05-31-95 PER LARRY RAGSDALE AND DAVID JOHNSON: CITY TO ACCEPT OPERATION AND MAINTENANCE AND RICHLAND COUNTY TO MAINTAIN OWNERSHIP UNTIL RECORD DRAWINGS ARE COMPLETE

\* FAXED O&M LETTER TO DHEC

06-07-95 REC'D COPY OF LETTER CONTAINING AS-BUILT CERTIFICATION, SENT TO DHEC FROM HUSSEY, GAY, ... INFILTRATION CERTIFICATION ALSO INCLUDED

06-08-95 REC'D DHEC LETTER ISSUING TEMPORARY APPROVAL FOR OPERATION, PACKAGE FOR PTO MUST BE TO DHEC BY 08-05-95

06-09-95 REC'D LETTER FROM RICH CO TO DHEC: FINAL PKG TO BE SUBMITTED 60 DAYS

08-17-95 LTR FORM DHEC: 30 DAY EXTENTION OF TEMP APPROVAL (SEPT 16)

08-01-95 REC'D COPY OF THE RECORD DRAWINGS \* DISAPPROVED \* CALLED ENG 08-04

08-28-95 REC'D RECORD DRAWINGS \* DISAPPROVED \* MINOR CORRECTIONS ON THE PLANS FAXED A LIST OF UNACCEPTABLE SLOPES TO CARLOS, MUST COMPLY W/ REGS

09-06-95 REC'D REV RECORD DRAWINGS AND LETTER FROM CARLOS RE SLOPES, APPROVED PER DAVID JOHNSON

09-07-95 FAXED ANDY METTS FORM 2 AND 3 (735-7033)

SCANNED

May 31, 1995

Re: Arthur Town/Little Camden  
Sewer Extension; Hussey, Gay,  
Bell and DeYoung, Inc.; City  
File #180-16

C  
O  
P  
Y

Mr. Larry Ragsdale  
Central Midlands District  
Environmental Quality Control  
SCDHEC  
P.O. Box 156  
State Park, SC 29201

Dear Mr. Ragsdale:

The sanitary sewer lines to serve Arthur Town/Little Camden, DHEC Construction Permit #17184-DW have been constructed and are accepted for operation and maintenance by the City. This sanitary sewer system will be accepted for ownership once the necessary record drawings, forms and deeds have been received.

Should you have any further questions regarding the above, please feel free to contact me at 733-8232.

Yours very truly,



David A. Johnson, P.E.  
City Engineer

SL:gg W-D-49

CC: Mr. Greg Patterson, Wastewater Maintenance Superintendent  
Mr. Bob Dennis, Richland County  
Mr. Carlos Cometto, Hussey, Gay, Bell and DeYoung, Inc.

BCC: SL

SCANNED

June 2, 1995

Re: Arthur Town/Little Camden  
Sewer Extension; Hussey, Gay,  
Bell and DeYoung, Inc.; City  
File #180-16

C  
O  
P  
Y

Mr. Larry Ragsdale  
Central Midlands District  
Environmental Quality Control  
SCDHEC  
P.O. Box 156  
State Park, SC 29201

Dear Mr. Ragsdale:

The sanitary sewer lines to serve Arthur Town/Little Camden, DHEC Construction Permit #17184-DW and #19794-DW have been constructed and are accepted for operation and maintenance by the City. This sanitary sewer system will be accepted for ownership once the necessary record drawings, forms and deeds have been received.

Should you have any further questions regarding the above, please feel free to contact me at 733-8232.

Yours very truly,



David A. Johnson, P.E.  
City Engineer

SL:gg W-D-49

CC: Mr. Greg Patterson, Wastewater Maintenance Superintendent  
Mr. Bob Dennis, Richland County  
Mr. Carlos Cometto, Hussey, Gay, Bell and DeYoung, Inc.

BCC: SL



Commissioner: Douglas E. Bryant  
 Board: John H. Burris, Chairman  
 Sandra J. Motlander, Secretary  
 Promoting Health, Protecting the Environment

Richard E. Jabbour, DDB  
 William M. Hall, Jr., MD  
 Roger Lantz, Jr.

August 17, 1995

Mr. Carlos Cometto, P.E.  
 Hussey, Gay, Bell & DeYoung  
 P.O. Box 7967  
 Columbia, SC 29202

Re: Arthurtown Sewer System  
 Permit #17,184-DW  
 Permit #19,794-DW  
 Richland County

Dear Mr. Cometto:

This letter is a follow up to your letter dated August 4, 1995, concerning the above referenced project. Your request for a thirty (30) day extension of the Temporary Permit to Operate dated June 5, 1995, is approved.

Note that this is a temporary approval and should not be considered as a Permit To Operate. It is required that the package for a Permit To Operate for this project be submitted to this office within 30 days. At that time a final inspection may be scheduled.

If you have any questions, please contact me at your earliest convenience.

Sincerely,

*Brent A. Richardson*  
 Brent A. Richardson  
 Environmental Engineer Associate  
 Central Midlands District EQC

cc: Jack Pettit, Bureau of Water Supply  
 Wayne Stokes, Domestic Wastewater Division  
 Terry Brown, Richland County Planning & Management  
 Richland County Health Department  
 Phillip Lee, Richland County Building Inspector  
 David Johnson, City of Columbia Engineering  
 Roger Scott, Palmetto Health District  
 Andy Metts, Richland County Department of Public Works

CONFIDENTIAL

Environmental Quality Control, Central Midlands District  
 PO Box 156, State Park, SC 29147 (Phone 935-7015)



Commissioner: Douglas E. Bryant

Board: Richard E. Jabbour, DDS, Chairman  
Robert J. Singling, Jr., Vice Chairman  
Sandra J. Molander, Secretary

Promoting Health, Protecting the Environment

John H. Burris  
William M. Hull, Jr., MD  
Roger Leeks, Jr.  
Burnet R. Maybank, III

June 5, 1995

Mr. Carlos Cometto, P.E.  
Hussey, Gay, Bell & DeYoung  
P. O. Box 7967  
Columbia, South Carolina 29202

Re: **Arthurstown Sewer System**  
**Permit #17,184-DW**  
**Permit #19,794-DW**  
**Richland County**

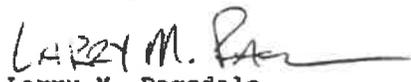
Dear Mr. Cometto:

This letter is a follow up to your letter of June 2, 1995, concerning the above referenced project. Your request to place the sewer system into operation is approved. This approval is based on the City of Columbia's letter of acceptance dated June 2, 1995 and Richland County Public Works Department's letter of ownership dated June 2, 1995.

Note that this is a temporary approval and should not be considered as a Permit To Operate. It is required that the package for a Permit To Operate for this project be submitted to this office within 60 days. This package shall include a letter from the City of Columbia accepting ownership of the system. At that time a final inspection may be scheduled.

If you have any questions, please contact me at your earliest convenience.

Sincerely,

  
Larry M. Ragsdale  
Central Midlands District EQC

cc: Jack Pettit, Bureau of Water Supply  
Wayne Stokes, Domestic Wastewater Division  
Terry Brown, Richland County Planning & Management  
Richland County Health Department  
Phillip Lee, Richland County Building Inspector  
✓ David Johnson, City of Columbia  
Andy Metts, Tichland County DPW  
Roger Scott, Palmetto Health District

**SCANNED**

Environmental Quality Control, Central Midlands District  
PO Box 156, State Park, SC 29147 (Phone 935-7015)

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF RICHLAND ) INTERGOVERNMENTAL SERVICE AGREEMENT  
 ) FOR TRANSPORTATION AND TREATMENT OF  
 ) WASTEWATER (ARTHURTOWN SEWER  
 ) ASSESSMENT DISTRICT)

This Contract is entered into this \_\_\_ day of December, 1990, by and between Richland County, South Carolina (hereinafter referred to as the "County"), and the City of Columbia, South Carolina (hereinafter referred to as the "City").

WHEREAS, the County intends to design and construct a sewer collection system, including sewer lateral collection lines, a pumping station and force main (collectively, the "Project"), to service the Arthurtown Sewer Assessment District (the "District"), which Project is to be funded in part through grants and loans from the State of South Carolina (the "State"); and

WHEREAS, the County has determined that it may be necessary to complete the funding of the Project through the issuance of its general obligation bonds (the "Bonds"), the principal and interest of which would be paid by capital sewer service charges assessed against all properties located in the District; and

WHEREAS, the capital sewer service charges, if assessed, shall be based upon the amount required to pay the principal and interest due on the Bonds and to repay any loans from the State and shall be determined by front-foot assessment; and

WHEREAS, in the event the Project is partially funded with the proceeds of the Bonds or loans from the State and repaid through the collection of an annual assessment, the County shall retain ownership of the sewer collection system within the District until such debt is retired; and

WHEREAS, the only practical means for obtaining treatment of the wastewater from the District is through an existing sewer system owned and operated by the City;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. The County shall design and construct the Project to service the District in compliance with all City standards applicable to sanitary sewer design and construction. Plans shall be submitted to and approved by the City Engineer prior to construction, and the City will be afforded the opportunity to inspect the Project as the City Engineer may deem appropriate during construction. The Project shall be constructed within easements acquired by the County and approved by the City Engineer.

SCANNED

2. The City shall, upon completion of the Project in compliance with City standards as provided above, accept wastewater at its sewer interceptors nearest the District and transport it to a City wastewater treatment facility for treatment in accordance with criteria established by the South Carolina Department of Health and Environmental Control.
3. Each property owner within the District connecting to the sewer collection system shall be required to purchase a sewer tap directly from the City at the prevailing rate for sewer customers in the unincorporated portion of the County and shall be required to pay any applicable sewer plant expansion fee as may be provided by City ordinance.
4. The City shall permit sewer tap and sewer plant expansion fees to be paid by equal monthly installments for a period of \_\_\_ months immediately following connection to the sewer collection system. If a sewer customer within the District elects to pay these fees using this deferred installment method, interest shall be charged as may be established by City ordinance.
5. The monthly sewer service charge to customers of the sewer collection system within the District shall be the same as for other customers in the unincorporated areas of the County.
6. The County shall collect an annual fee based upon the front-foot assessment in a sufficient amount to retire the Bonds and any loans from the State.
7. Upon retirement of the Bonds and repayment of any loans used to construct the Project, the County shall deed the total sewer collection system established within the District to the City.
8. The City shall at all times operate, maintain and otherwise control the sewer collection system in the same manner as if it were the owner of the system. Except as may be specifically provided in this Contract, sewer customers of the sewer collection system within the District shall be subject to the same annexation policies, regulation and enforcement as all other City sewer customers in the unincorporated areas of the County and shall be required to pay the same sewer service charges, tap fees, and expansion fees as such other customers are required to pay. However, upon annexation of any parcel, the City shall assume responsibility for payment of any remaining indebtedness against the specific property for design and construction of the sewer collection system within the District. The City shall pay to the County the amounts of County sewer assessments charged to each parcel of property annexed at the

times due upon receipt of a statement from the County. The City, at its option, upon annexation of all parcels included in the District, may pay the full amount due in one payment.

WITNESS our hands and seals on the date shown above.

**RICHLAND COUNTY, SOUTH CAROLINA**

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

Attest: \_\_\_\_\_

**CITY OF COLUMBIA, SOUTH CAROLINA**

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

Attest: \_\_\_\_\_

SCANNED

STATE OF SOUTH CAROLINA ) INTERGOVERNMENTAL SERVICE AGREEMENT  
 ) FOR TRANSPORTATION AND TREATMENT OF  
COUNTY OF RICHLAND ) WASTEWATER (ARTHURTOWN SEWER  
 ) ASSESSMENT DISTRICT)

This Contract is entered into this      day of <sup>March</sup> ~~September~~, 1990, by and between Richland County, South Carolina (hereinafter referred to as the "County"), and the City of Columbia, South Carolina (hereinafter referred to as the "City").

WHEREAS, the County intends to design and construct a sewer collection system, including sewer lateral collection lines, a pumping station and force main (collectively, the "Project"), to service the Arthurtown Sewer Assessment District (the "District"), which Project is to be funded in part through grants and loans from the State of South Carolina (the "State"); and

WHEREAS, the County has determined that it may be necessary to complete the funding of the Project through the issuance of its general obligation bonds (the "Bonds"), the principal and interest of which would be paid by capital sewer service charges assessed against all properties located in the District; and

WHEREAS, the capital sewer service charges, if assessed, shall be based upon the amount required to pay the principal and interest due on the Bonds and to repay any loans from the State and shall be determined by front-foot assessment; and

WHEREAS, in the event the Project is partially funded with the proceeds of the Bonds or loans from the State and repaid through the collection of an annual assessment, the County shall retain ownership of the sewer collection system within the District until such debt is retired; and

WHEREAS, the only practical means for obtaining treatment of the wastewater from the District is through an existing sewer system owned and operated by the City;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. The County shall design and construct the Project to service the District in compliance with all City standards applicable to sanitary sewer design and construction. Plans shall be submitted to and approved by the City Engineer prior to construction, and the City will be afforded the opportunity to inspect the Project as the City Engineer may deem appropriate during construction. The Project shall be constructed within easements acquired by the County and approved by the City Engineer.

2. The City shall, upon completion of the Project in compliance with City standards as provided above, accept wastewater at its sewer interceptors nearest the District and transport it to a City wastewater treatment facility for treatment in accordance with criteria established by the South Carolina Department of Health and Environmental Control.
3. Each property owner within the District connecting to the sewer collection system shall be required to purchase a sewer tap directly from the City at the prevailing rate for sewer customers in the unincorporated portion of the County and shall be required to pay any applicable sewer plant expansion fee as may be provided by City ordinance.
4. The City shall permit sewer tap and sewer plant expansion fees to be paid by equal monthly installments for a period of up to 48 months immediately following connection to the sewer collection system. If a sewer customer within the District elects to pay these fees using this deferred installment method, interest shall be charged as may be established by City ordinance.
5. The monthly sewer service charge to customers of the sewer collection system within the District shall be the same as for other customers in the unincorporated areas of the County.
6. The County shall collect an annual fee based upon the front-foot assessment in a sufficient amount to retire the Bonds and any loans from the State.
7. Upon retirement of the Bonds and repayment of any loans used to construct the Project, the County shall deed the total sewer collection system established within the District to the City.
8. The City shall at all times operate, maintain and otherwise control the sewer collection system in the same manner as if it were the owner of the system. Except as may be specifically provided in this Contract, sewer customers of the sewer collection system within the District shall be subject to the same annexation policies, regulation and enforcement as all other City sewer customers in the unincorporated areas of the County and shall be required to pay the same sewer service charges, tap fees, and expansion fees as such other customers are required to pay.

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

WITNESS our hands and seals on the date shown above.

**RICHLAND COUNTY, SOUTH CAROLINA**

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

Attest: \_\_\_\_\_

**CITY OF COLUMBIA, SOUTH CAROLINA**

By: *Mike E. Hudley*

Attest: *Jenna Leake*

**CIVIL**

1981 18M

REGISTERED TO THE  
SOUTH CAROLINA

**SCANNED**

# ARTHURTOWN/LITTLE CAMDEN/TAYLORS



## SANITARY SEWER SYSTEM PHASE 1

SHEET NO.	TITLE
1 - 2	SEWER PLAN & PROFILE (OUT FALL)
3	SEWER PLAN & PROFILE (IN & NEER SUGAR HILL LANE)
4 & 5	SEWER PLAN & PROFILE (SUGAR HILL LANE)
6 & 7	SEWER PLAN & PROFILE (CHILDS STREET)
8	SEWER PROFILE MH-12 TO MH-27 (CHILDS STREET)
9	SEWER PLAN & PROFILE (RILEY STREET)
10	SEWER PROFILE MH-25 TO MH-37 (RILEY STREET)
11	SEWER PLAN & PROFILE (RILEY STREET)
12	SEWER PLAN & PROFILE (BARNES STREET)
13	SEWER PLAN (ZION AVENUE)
14	SEWER PROFILE MH-29 TO MH-50 (ZION AVENUE)
15	SEWER PLAN & PROFILE (FRAZIER STREET)
16	SEWER PLAN & PROFILE (BLUFF ROAD)
17	SEWER PLAN & PROFILE (BETWEEN ZION AVE., & BLUFF RD.)
18	SEWER PLAN & PROFILE (SIMMONS ST., ABBOTT RD., BLUFF RD.)
19	SEWER PLAN & PROFILE (ABBOTT ROAD)
20	SEWER PLAN & PROFILE (BARNES STREET)
22 & 23	SEWER PLAN & PROFILE (BLAIR ROAD)
24	SEWER PLAN & PROFILE (LOE LOUIS DRIVE)
25	SEWER PLAN & PROFILE (SHOP ROAD)
26	SEWER PLAN & PROFILE (EHRlich STREET)
27	SEWER PLAN & PROFILE (BLUFF ROAD)
28	SEWER PLAN & PROFILE (BATES STREET)
29	SEWER PLAN & PROFILE (TOLLIVER STREET)
30	SEWER PLAN & PROFILE (SHOP ROAD)
31	SEWER PLAN & PROFILE (SANDS STREET)
32	SEWER PLAN & PROFILE (WALCOTT STREET)
33	SEWER PLAN & PROFILE (ABBOTT ROAD)
34	SEWER PLAN & PROFILE (ANDREWS ROAD)
35	SEWER PLAN & PROFILE (FRAZIER STREET)
36	SEWER PLAN & PROFILE (FRAZIER STREET)
37 - 39	SEWER PLAN & PROFILE (ANDREWS ROAD)
40 & 41	SEWER PROFILE
DET	DETAILS

### MEMBERS OF COUNTY COUNCIL FOR RICHLAND COUNTY

BERNICE G. SCOTT - CHAIRPERSON  
NANCY M. SANDEL - VICE CHAIRPERSON  
KIT SMITH  
HARRIET GARDIN FIELDS  
PAUL LIVINGSTON  
GEORGE MICK

JOHN D. MONROE  
IRENE LABORDE NEUFFER  
EDDIE W. WEAVER  
LEONE S. CASTLES  
DAVID C. ELAM

- 1) REVISED CERTIFICATION
- 2) INFILTRATION CERTIFICATION

### ACTING COUNTY ADMINISTRATOR

ROBERT G. MAUNEY

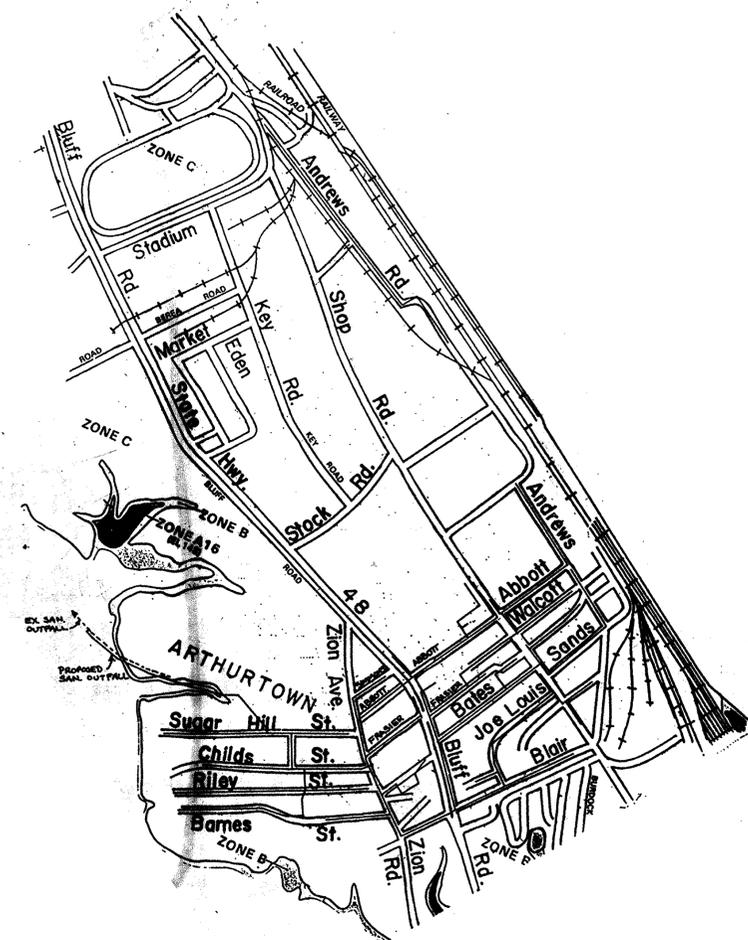
### ASSISTANT COUNTY ADMINISTRATOR

GREGORY K. SAUNDERS

NOTE: SHEETS 19, 23 - 41  
ARE NOT IN PHASE 1.

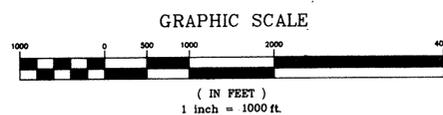
NOTE: THE FOLLOWING STREETS ARE MAINTAINED BY RICHLAND COUNTY FROM DITCH TO DITCH:  
 ABBOT ROAD (3-273)      RILEY STREET (3-279)  
 ANDREWS ROAD (3-310/313)      SUGAR HILL LANE (3-275)  
 BARNES STREET (3-278)      SUGAR HILL POINT (3-276)  
 BATES STREET (3-271)      TOLLIVER STREET (3-322)  
 EHRlich STREET (3-331)      WALCOTT STREET (3-321) (SW OF SHOP ROAD)  
 FRAZIER STREET (3-274)

NOTE: ALL ELEVATIONS BASED ON MEAN SEA LEVEL DATUM



I HEREBY CERTIFY THAT THE SANITARY SEWER SYSTEM IN ARTHURTOWN/LITTLE CAMDEN/TAYLORS SUBDIVISIONS AS SHOWN HEREON HAS BEEN INSTALLED IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS DATED MAY 22, 1991 APPROVED BY THE CITY OF COLUMBIA ENGINEERING DEPT, DATED DECEMBER 13, 1994.

CARLOS E. COMETTO, P.E.



OWNER: RICHLAND COUNTY  
P.O. BOX 192  
COLUMBIA, S.C. 29202

ENGINEER: PRIME ASSOCIATES  
601 DEVINE ST.  
COLUMBIA, S.C. 29201

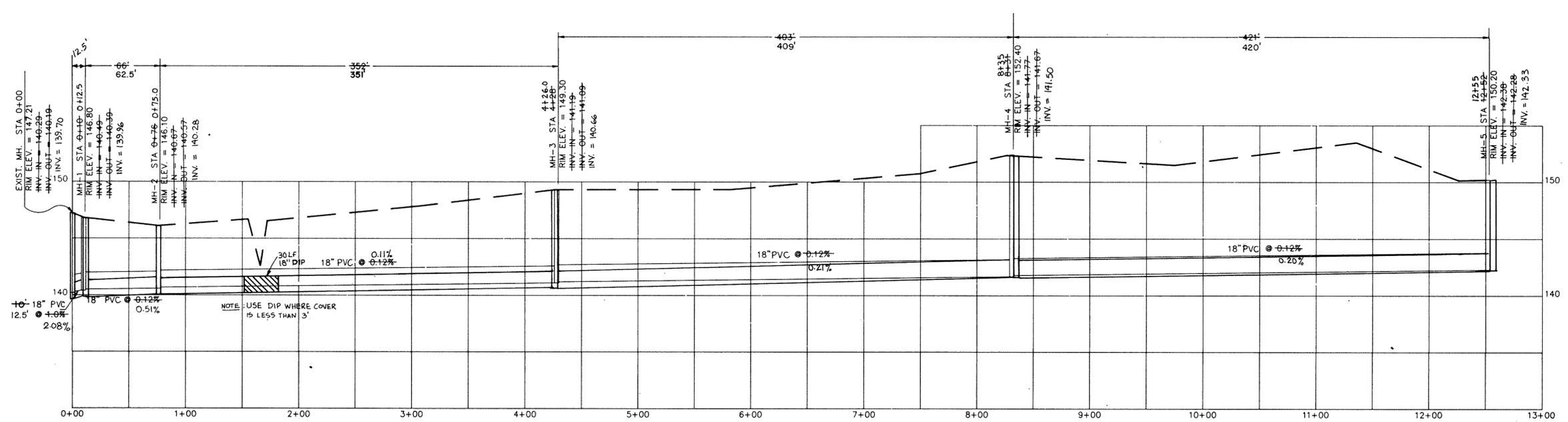
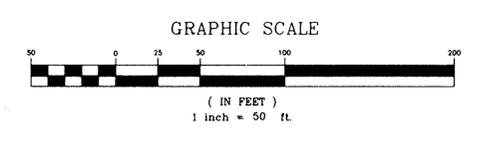
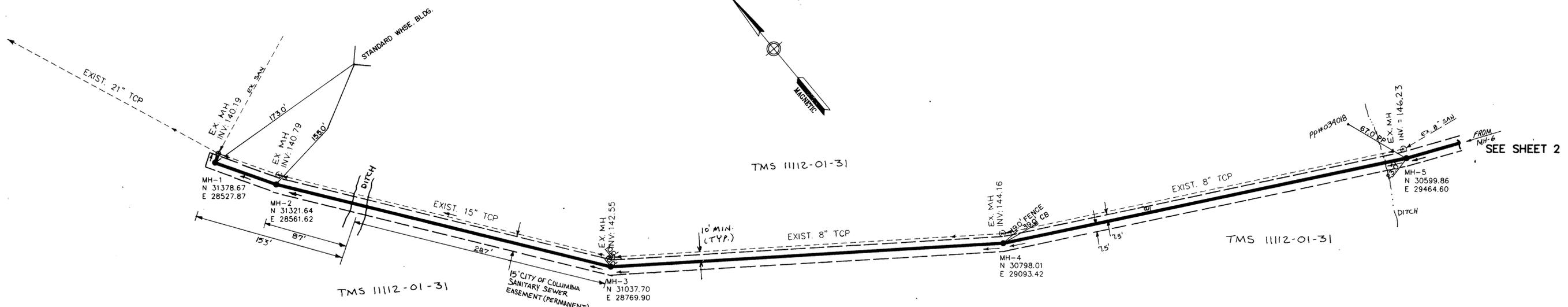
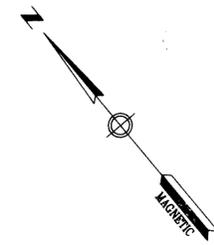
RECORD DRAWING		ARTHURTOWN SEWER SYSTEM	
ISSUED FOR BIDS		COVER SHEET	
REVISED SHEET NUMBERS			
ISSUED FOR APPROVAL			
REV.	DATE	BY	DESCRIPTION
1	5/15/95	T.C.W.	RECORD DRAWING
2	7/3/91	M.C.W.	ISSUED FOR BIDS
1	5/24/91	M.C.W.	REVISED SHEET NUMBERS
0	9/18/89	K.B.	ISSUED FOR APPROVAL
REVISION			

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

COVER SHEET

88036-CS



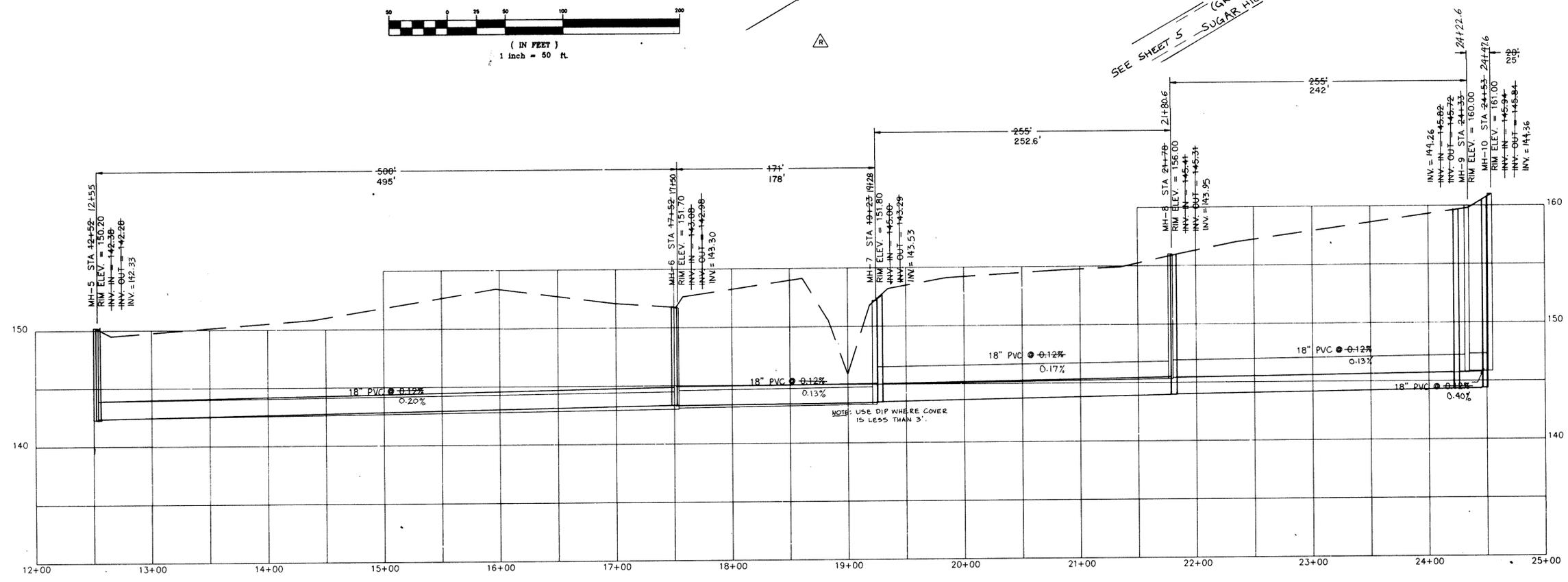
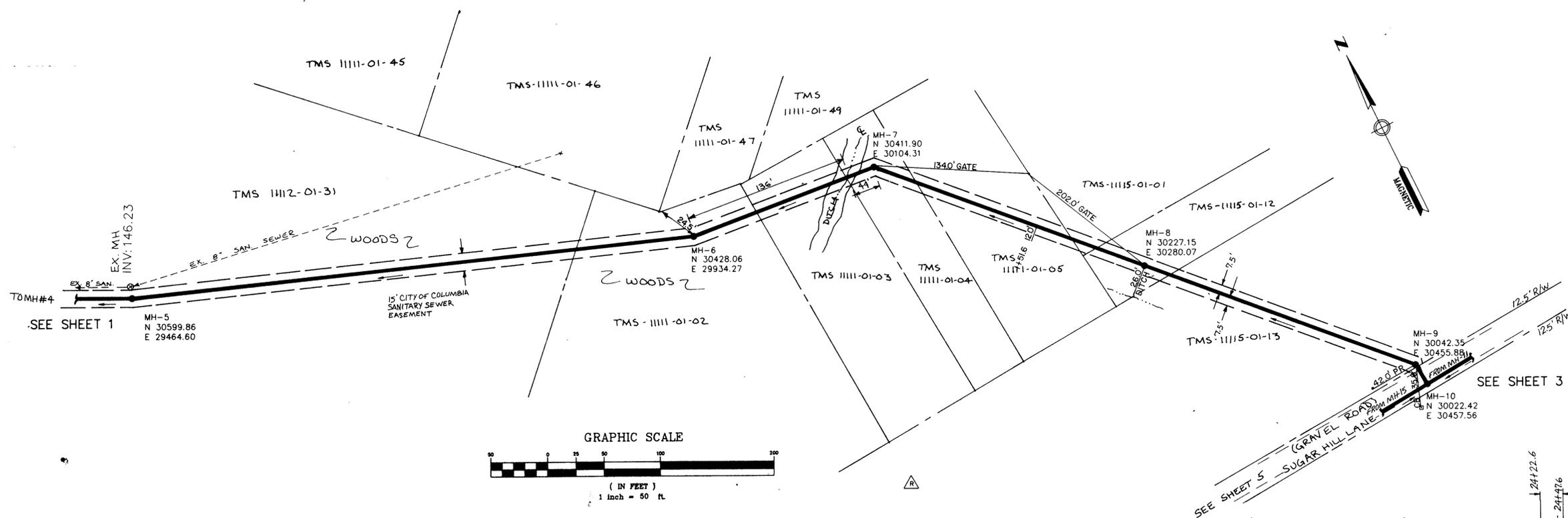
APPROVED

3	TCW	REVISED PER COMMENT	
2	TCW	RECORD DRAWING	
1	MCM	ISSUED FOR SHOPS	
0	MCM	ISSUED FOR APPROVAL	
REV	DATE	BY	DESCRIPTION

**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PLAN & PROFILE  
OUTFALL

MCM/CAD	MCM/E.R.	SCW	ATSEW
DATE	DATE	DATE	DATE
3/22/91	3/22/91	3/22/91	3/22/91
88036-1	88036-1	88036-1	88036-1



APPROVED

3		TCW	REVISED PER COMMENT	
R		5/15/98	TCW	RECORD DRAWING
I		7/3/91	MCM	ISSUED FOR BIDS
0		5/22/91	MCM/EJR	ISSUED FOR APPROVAL
REV.	DATE	BY	DESCRIPTION	APP.
REVISION				

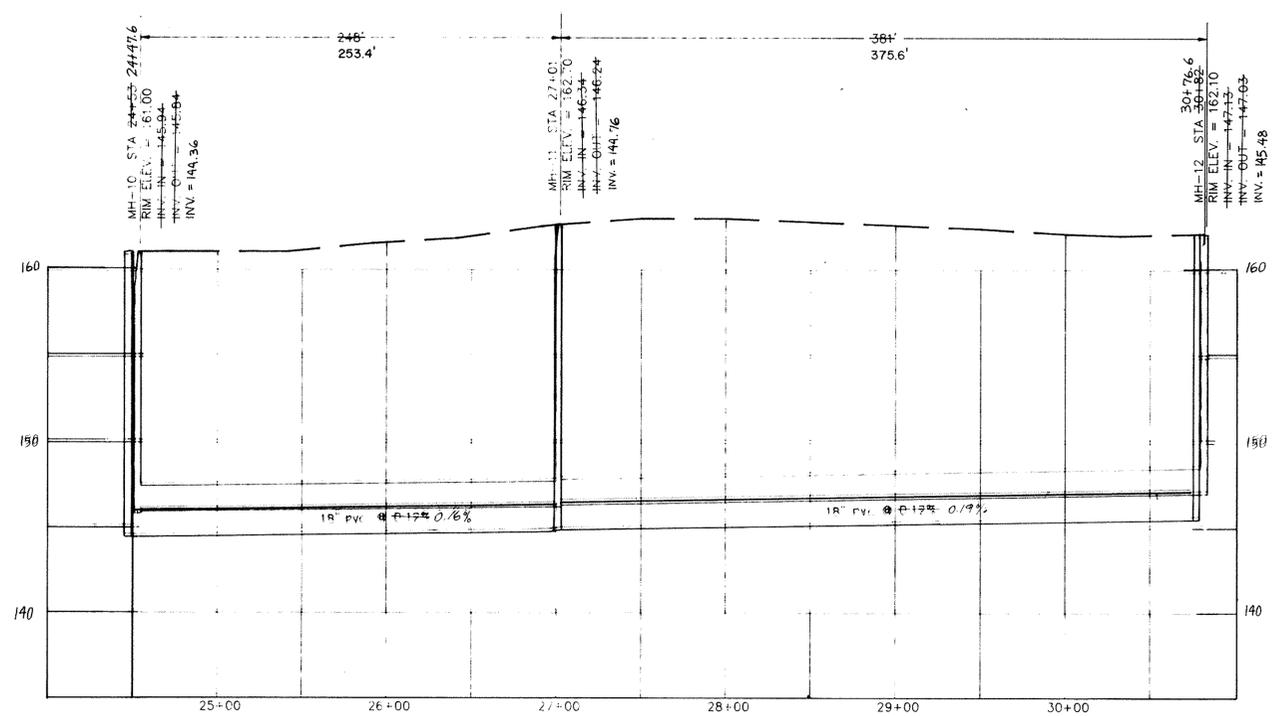
**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PLAN & PROFILE  
OUTFALL

prime associates, inc.		MCM/CAD	MCM/EJR	scw	ATSEW
engineers planners surveyors		DRWN	CHKD	FILE	RETRD
COLUMBIA SOUTH CAROLINA		5/22/91	NOV 1'-50'	88036-2	
		DATE	SCALE	DWG. NO.	

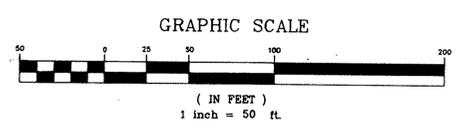


NOTE: LOTS SOUTH OF SUGAR HILL LN.  
SEE TMS 11115-08



NEAR SUGAR HILL LANE AND SUGAR HILL POINT  
MH-10 TO MH-12

APPROVED



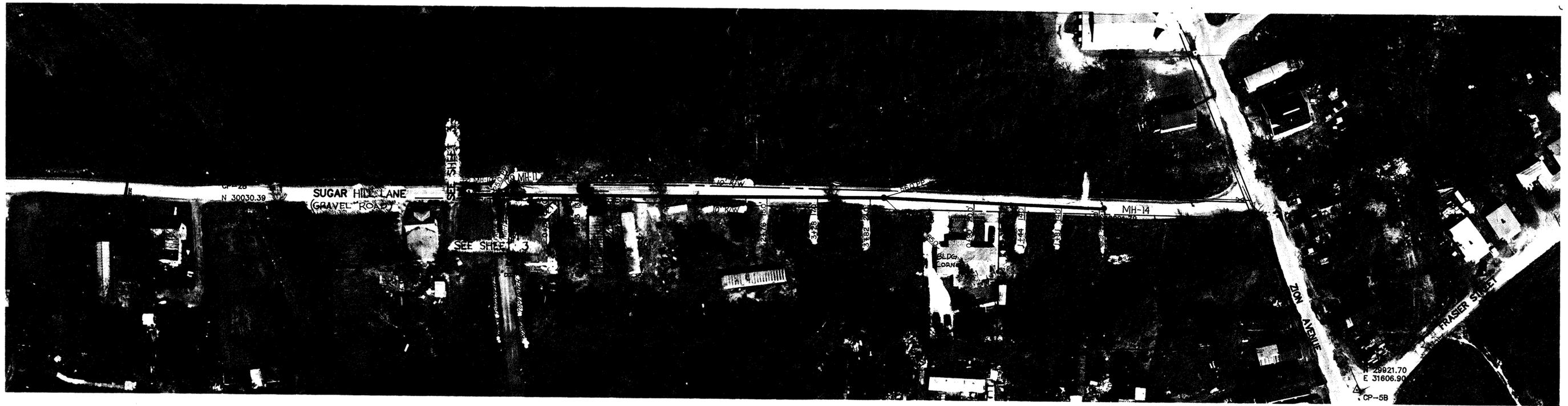
REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
3	7/3/91	MCM	ISSUED FOR BIDS	SW
2	5/22/91	MCM	GENERAL REVISIONS	SW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SW
0	2/18/89	SEV	ISSUED FOR APPROVAL	



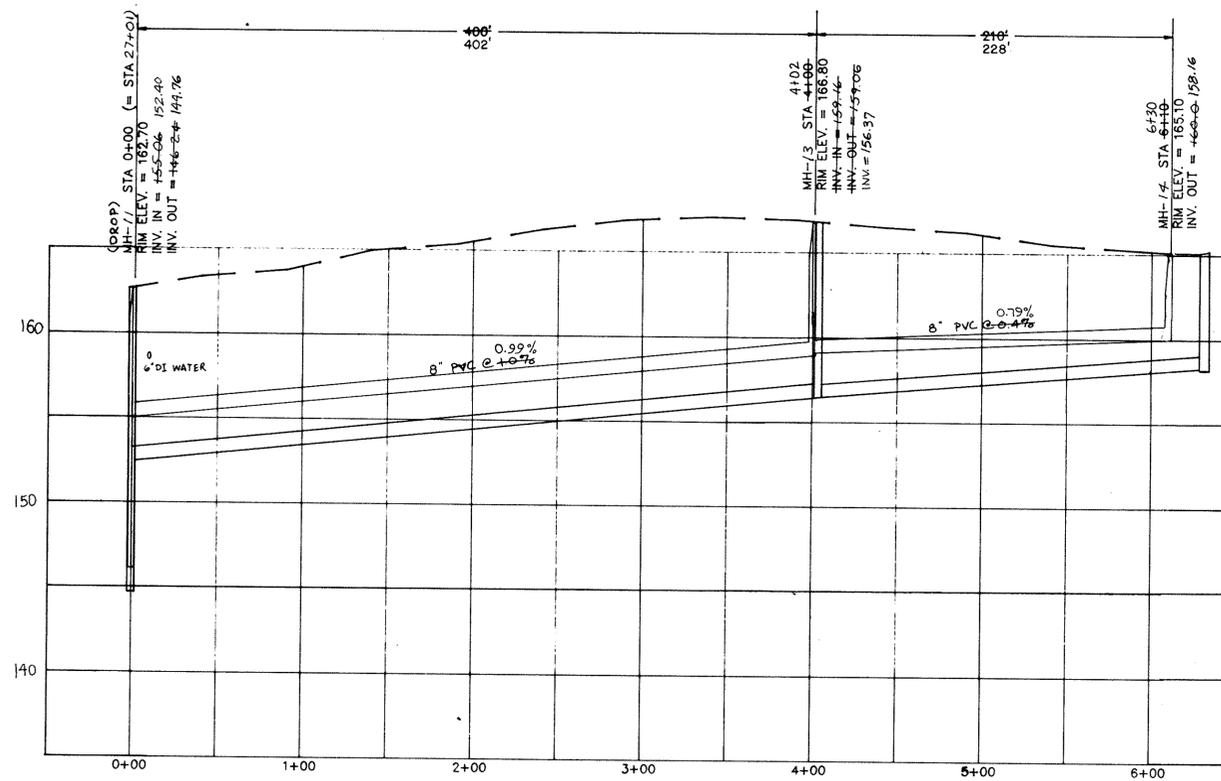
**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**  
SEWER PLAN & PROFILE  
IN AND NEAR SUGAR HILL LANE

**prime associates, inc.**  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

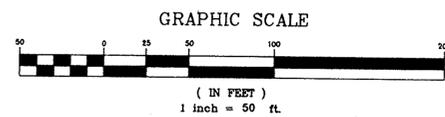
MCM/CAO	SEV/MCM	CL	AT/SHEET
9/18/89	88036-3		
DATE	SCALE	DATE	SCALE



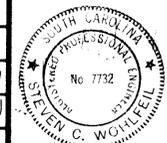
NOTE: ALL LOTS SEE TMS 11115-08  
UNLESS OTHERWISE NOTED



SUGAR HILL LANE  
MH-11 TO MH-14



REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENT	
4	5/15/95	TCW	RECORD DRAWING	
3	7/9/91	MCM	ISSUED FOR BIDS	SAW
2	5/22/91	MCM	GENERAL REVISIONS	SAW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SAW
0	9/19/89	SEV	ISSUED FOR APPROVAL	



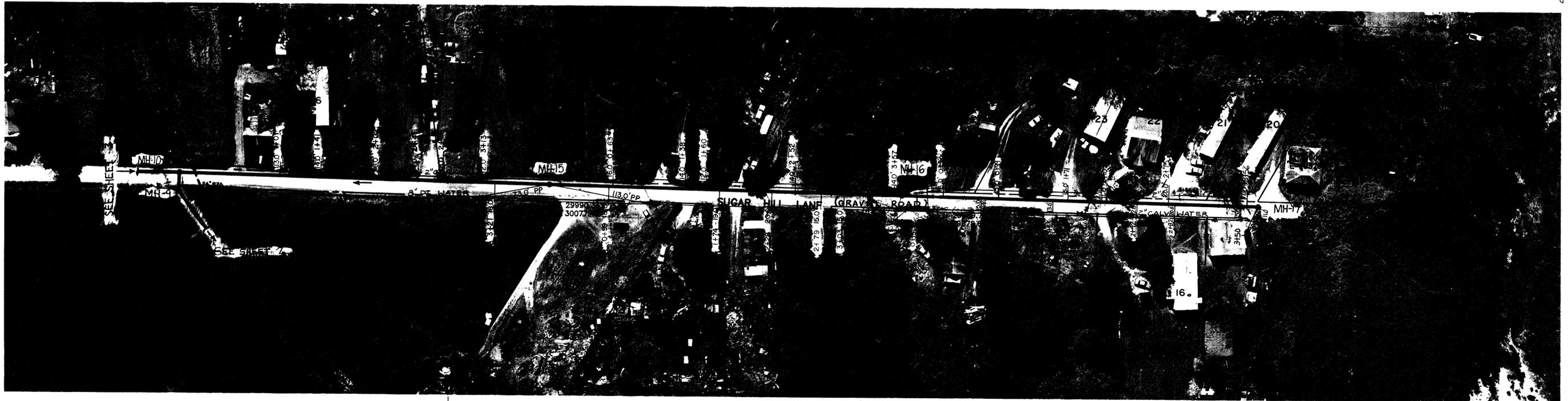
RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE  
SUGAR HILL LANE

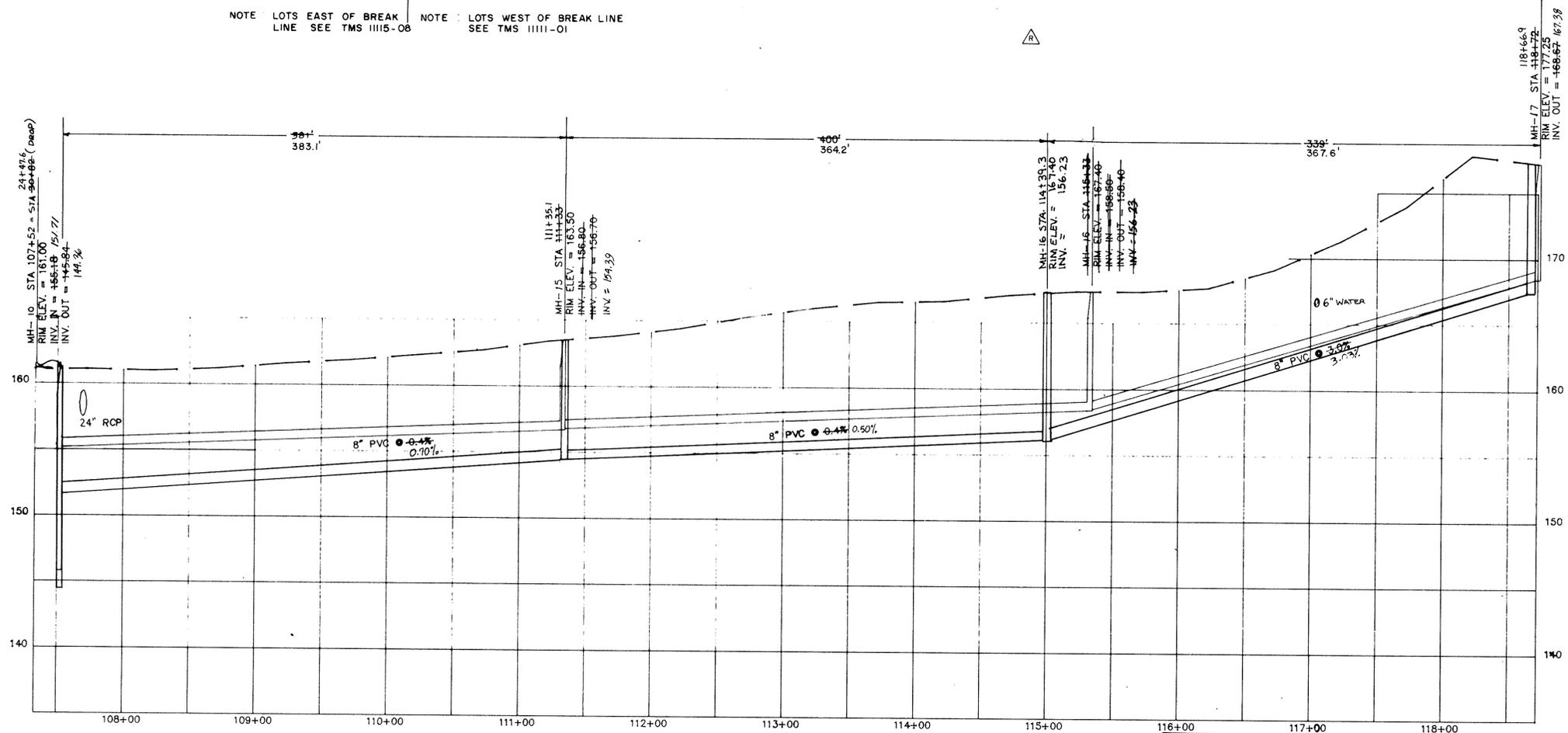
prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

MCM/CAD	SEV/MCM	TCW	AT/SWH	RETD
9/18/89	9/18/89	9/18/89	9/18/89	9/18/89

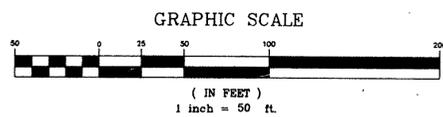
APPROVED



NOTE: LOTS EAST OF BREAK LINE SEE TMS 11115-08  
 NOTE: LOTS WEST OF BREAK LINE SEE TMS 11111-01



SUGAR HILL LANE  
 MH-10 TO MH-17



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/95	TCW	RECORD DRAWING	
3	7/5/91	MCM	ISSUED FOR BIDS	SCW
2	9/22/91	MCM	GENERAL REVISIONS	SLW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SLW
0	9/18/89	SEV	ISSUED FOR APPROVAL	



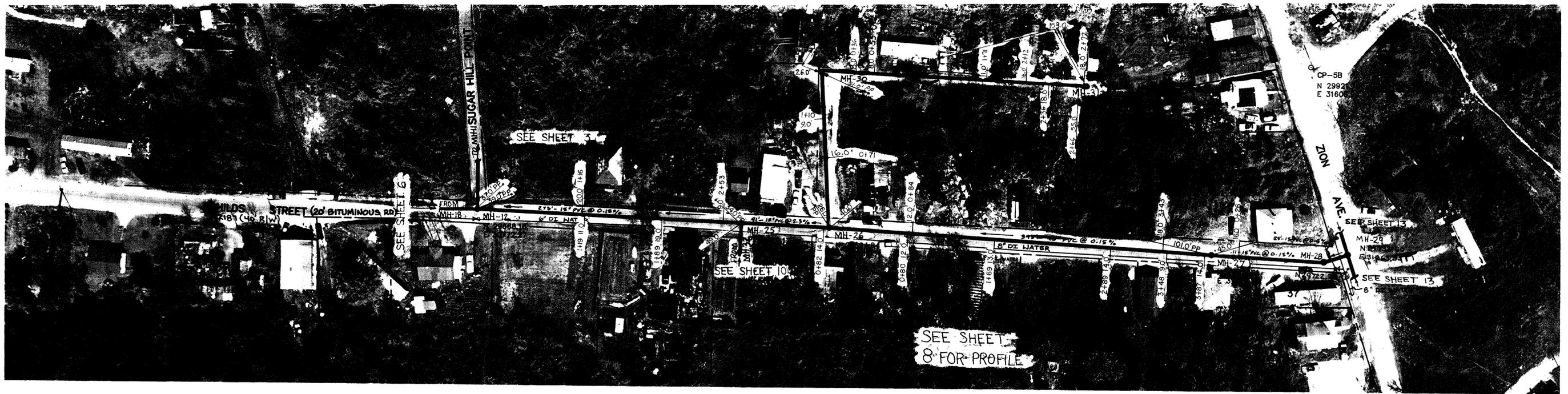
RECORD DRAWING  
 ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE  
 SUGAR HILL LANE

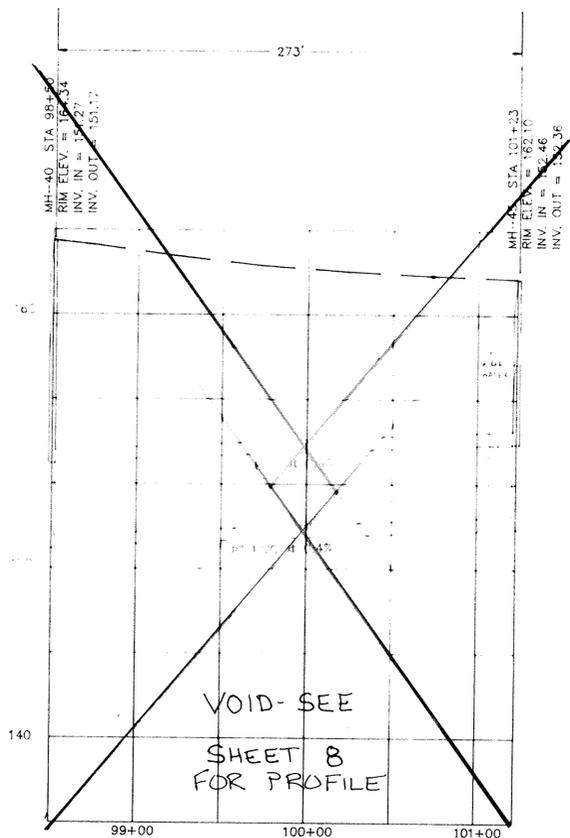
prime associates, inc.  
 engineers planners surveyors  
 COLUMBIA SOUTH CAROLINA

NOV/CAD	SEV/MCM	SCW	ATS/JO	
DATE	NOV 17-90	CHECK	FILE	REVISION
SCALE	88036-5			



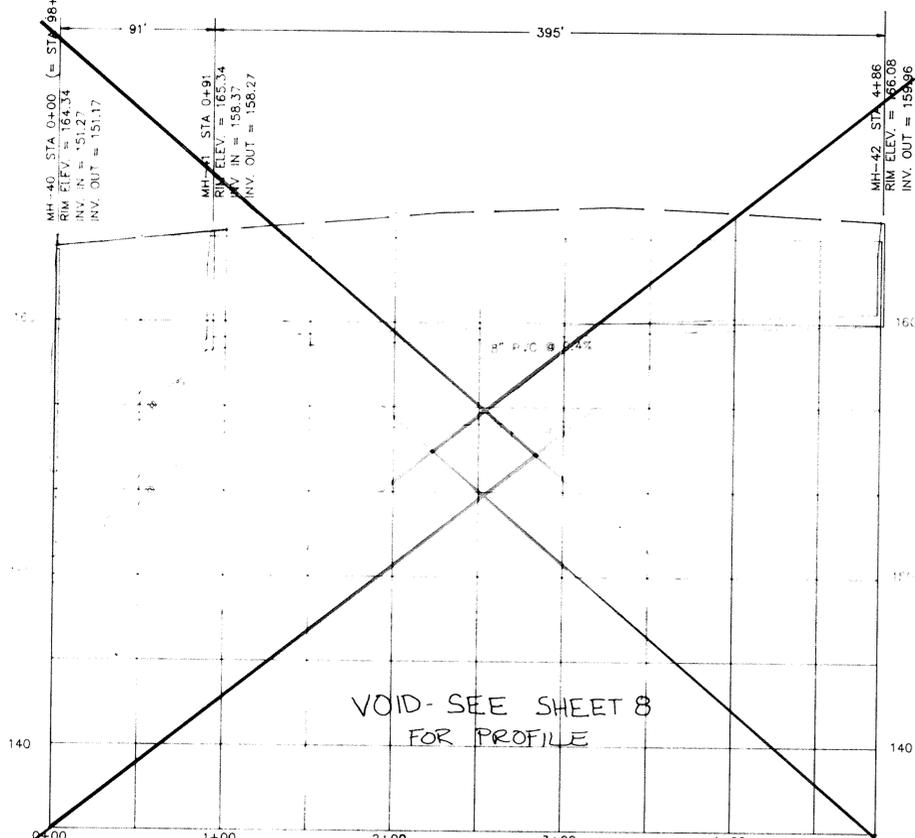


NOTE: ALL LOTS FOUND ON TMS 11115-08



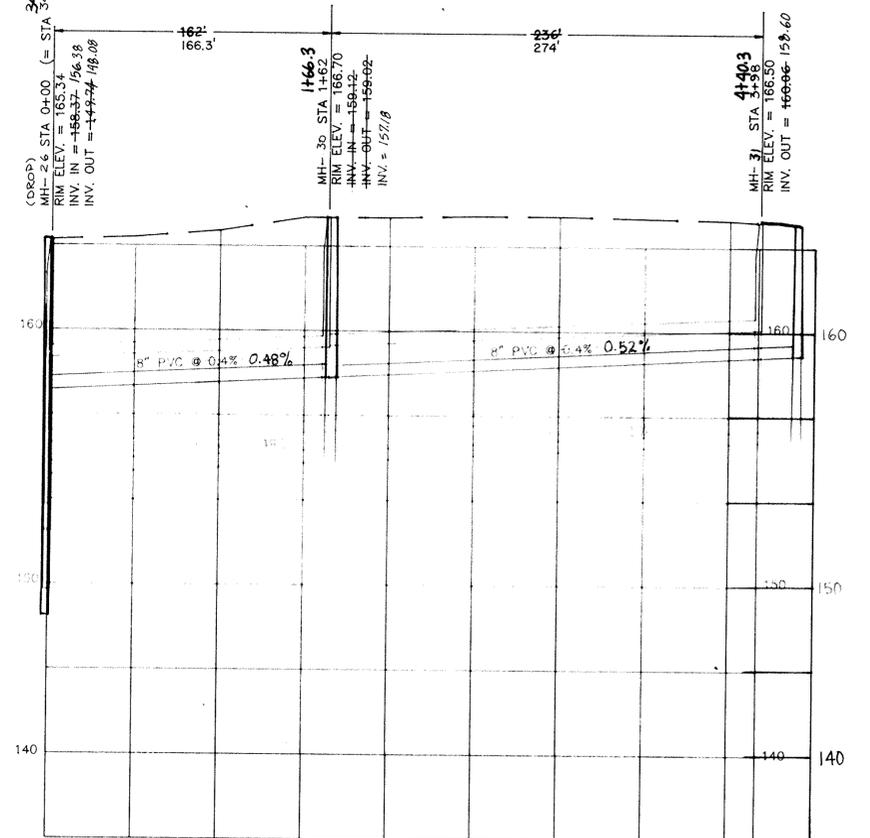
VOID-SEE SHEET 8 FOR PROFILE

CHILD'S STREET  
MH 40 TO MH 42

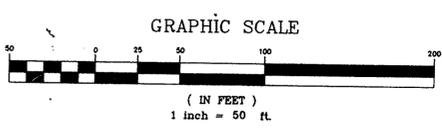


VOID-SEE SHEET 8 FOR PROFILE

CHILD'S STREET  
MH 40 TO MH 42



NEAR CHILD'S STREET  
MH-26 TO MH 31



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	5/15/95	TCW	RECORD DRAWING	
4	7/3/91	MCM	ISSUED FOR BIDS	SW
3	5/21/91	MCM	GENERAL REVISIONS	SW
2	3/19/91	MCM	REVISED TIE-IN AT MH-41 (2.6)	SW
1	6/8/90	GLB	ISSUED FOR APPROVAL	SW
0	9/18/88	SEV	ISSUED FOR APPROVAL	



RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE  
CHILD'S STREET

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

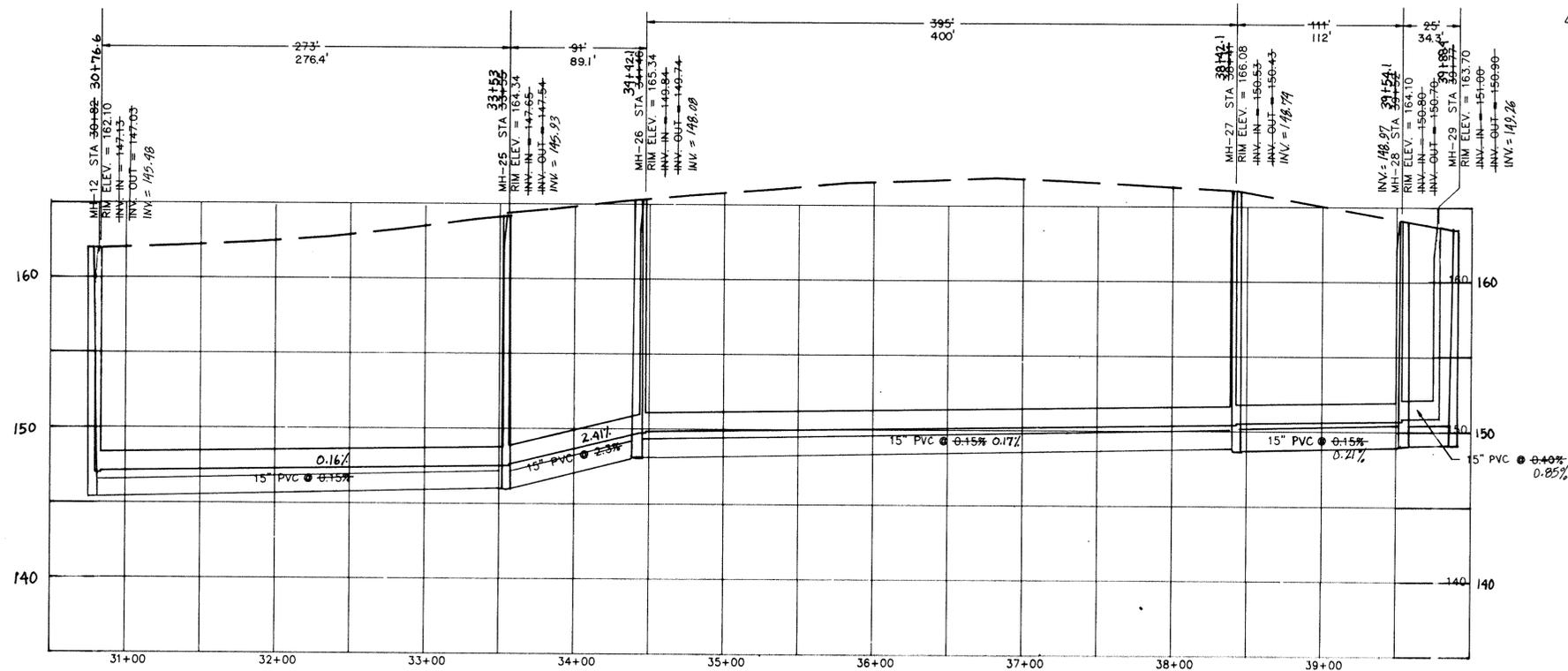
MCM/CAO  
DESIGN  
9/10/89  
DATE

SEV/MCM  
CHECK  
FILE  
88036-7  
DATE

ATCH  
RETROD

APPROVED

SEE SHEET 7 FOR PLAN VIEW



CHILDS STREET  
MH-12 TO MH-29

APPROVED

3		TCW	REVISED PER COMMENTS	
5/15/95		TCW	RECORD DRAWING	
7/3/91		MCM	ISSUED FOR BIDS	SW
5/22/91		EAR	ISSUED FOR APPROVAL	SW
REV.	DATE	BY	DESCRIPTION	APP.
REVISION				

STEPHEN C. WOHLFEL

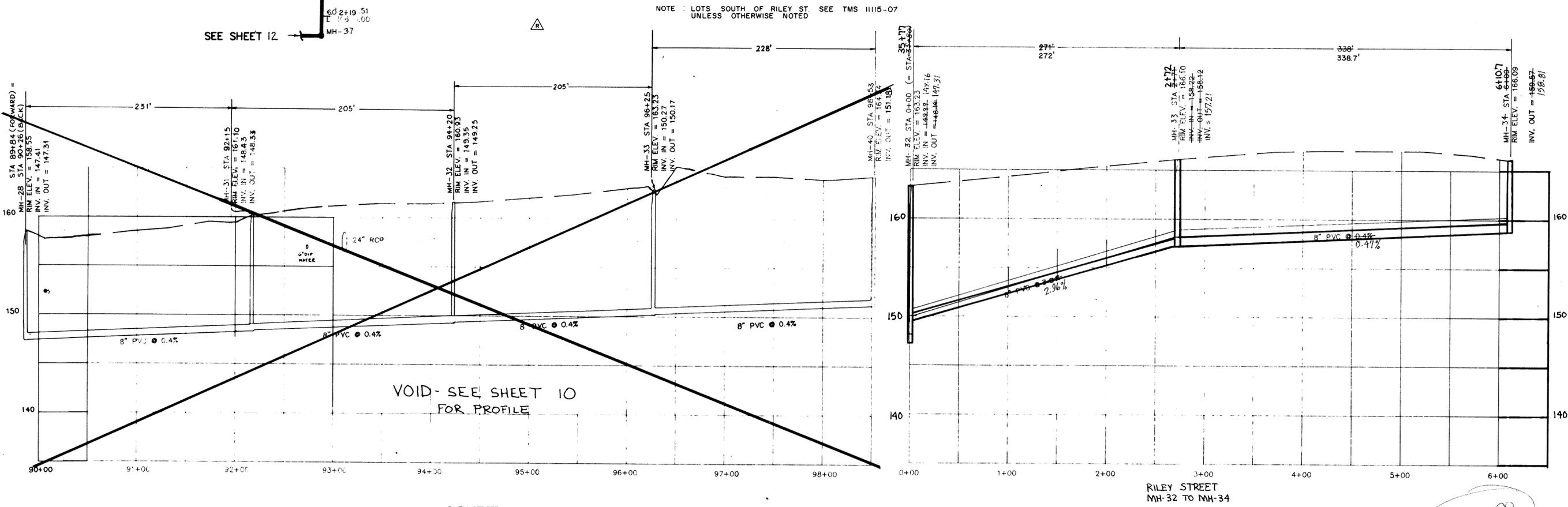
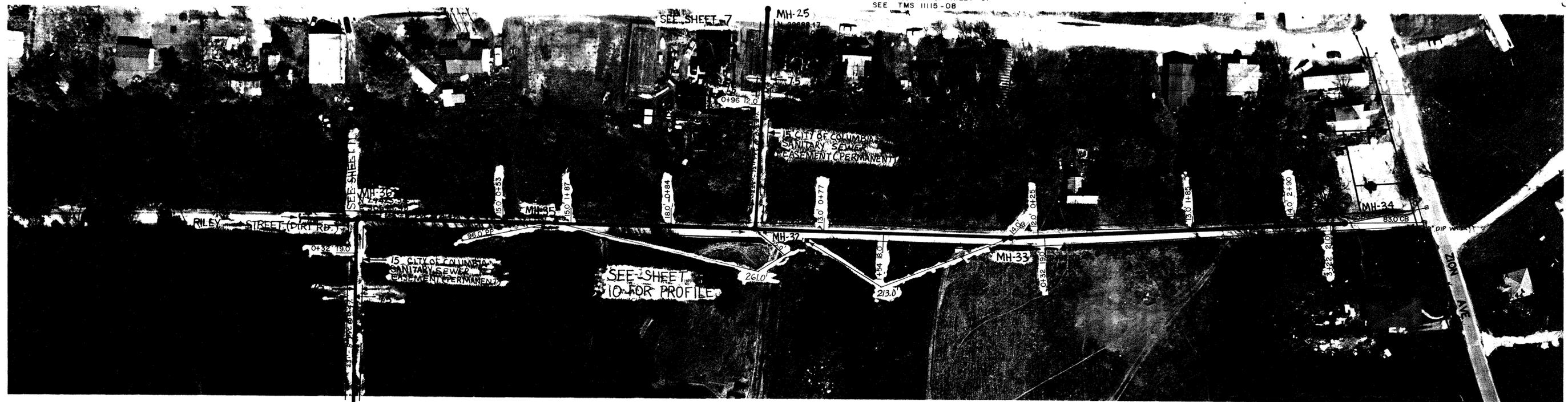
**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PROFILE MH-12 TO MH-29  
CHILDS STREET

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

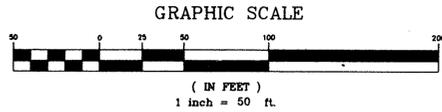
E.A./CAD	SCW/PLR	SAW/ATD/PRO
5/22/91	5/22/91	5/22/91
DATE	DATE	DATE

88036-8



VOID - SEE SHEET 10 FOR PROFILE

RILEY STREET  
MH-28 TO MH-40



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	5/15/95	TCW	RECORD DRAWING	
4	7/3/91	MCM	ISSUED FOR BIDS	SCW
3	5/21/91	MCM	GENERAL REVISIONS	SCW
2	3/19/91	MCM	REVISED TIE-IN AT MH-32 & MH-33	SCW
1	6/8/90	GLB	ISSUED FOR APPROVAL	SCW
0	9/18/89	SEV	ISSUED FOR APPROVAL	SCW



RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

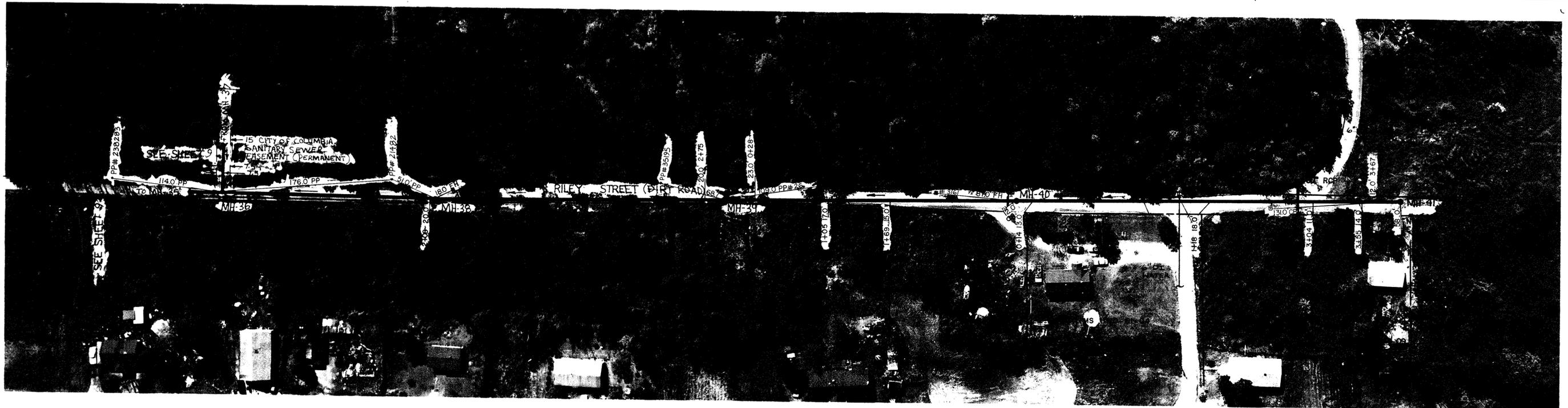
SEWER PLAN & PROFILE  
RILEY STREET

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

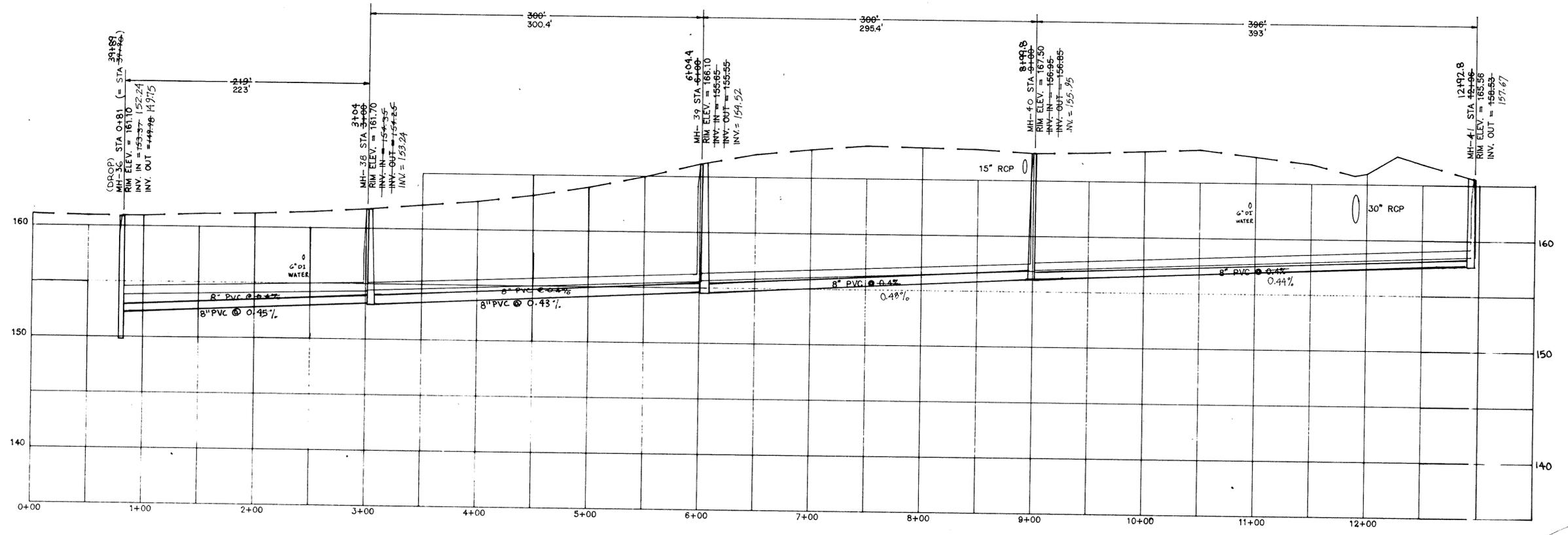
MCM/CAD	SEV/MCM	SCW	ATRYI	RETD
9/18/89	9/18/89	88036-9		
DATE	DATE	SCALE	DATE	DATE

APPROVED

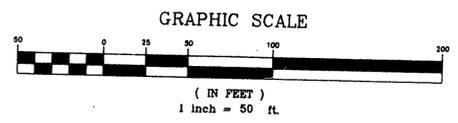




NOTE : LOTS NORTH OF RILEY ST.  
SEE TMS 11115-08 UNLESS  
OTHERWISE NOTED



RILEY STREET  
MH-36 TO MH-41



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
△	6/15/95	TCW	RECORD DRAWING	
4	7/8/91	MCM	ISSUED FOR BIDS	SCW
3	3/2/91	EJR	GENERAL REVISIONS	SCW
2	3/19/91	MCM	REVISED TB IN @ MH-31	SCW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SCW
0	1/8/89	SEV	ISSUED FOR APPROVAL	



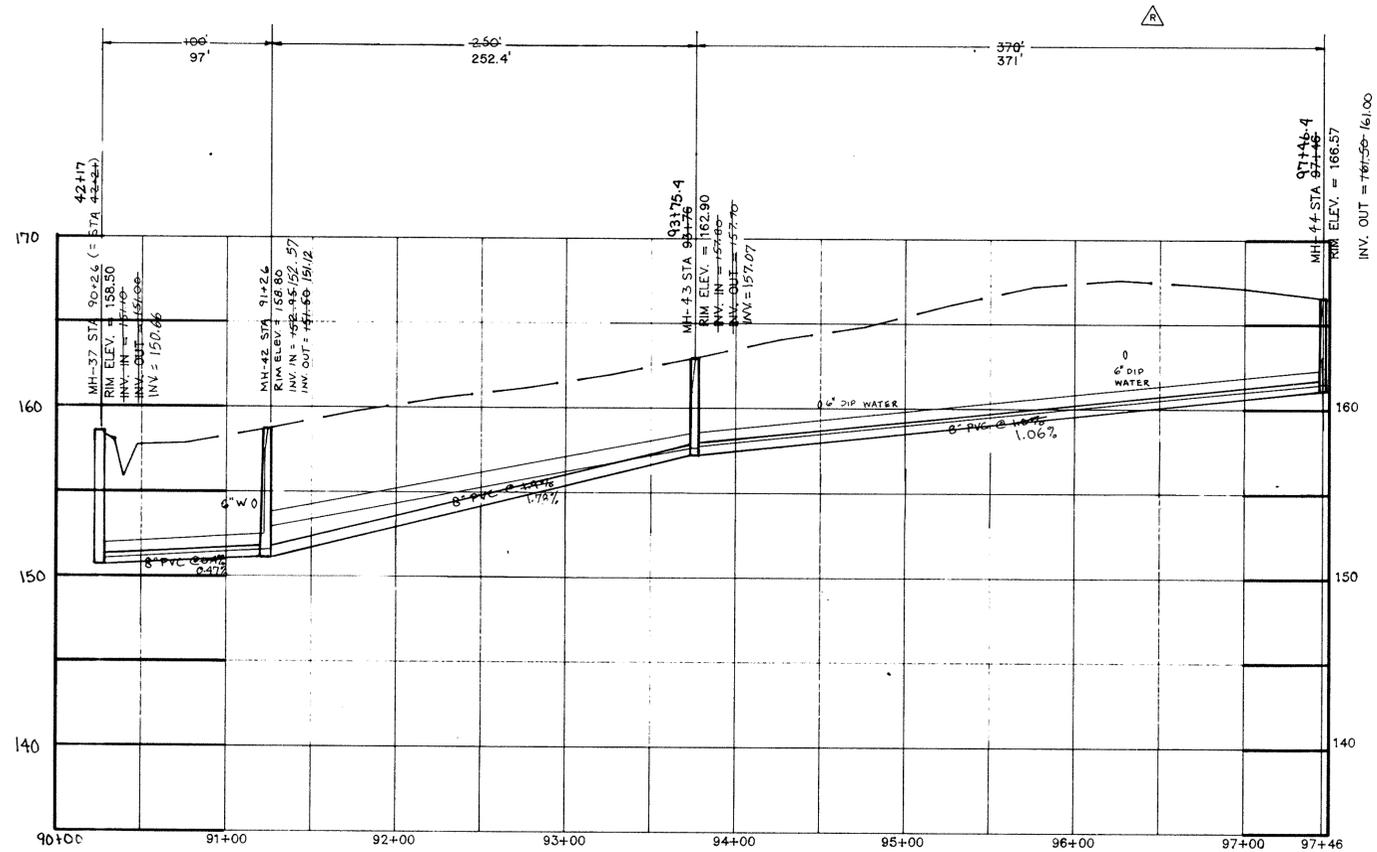
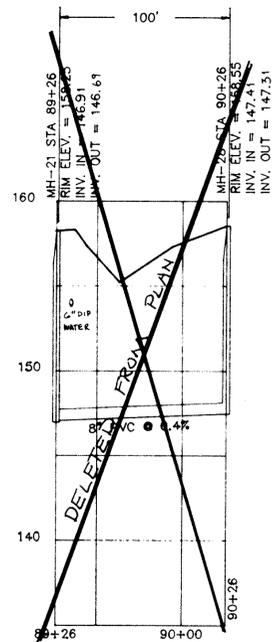
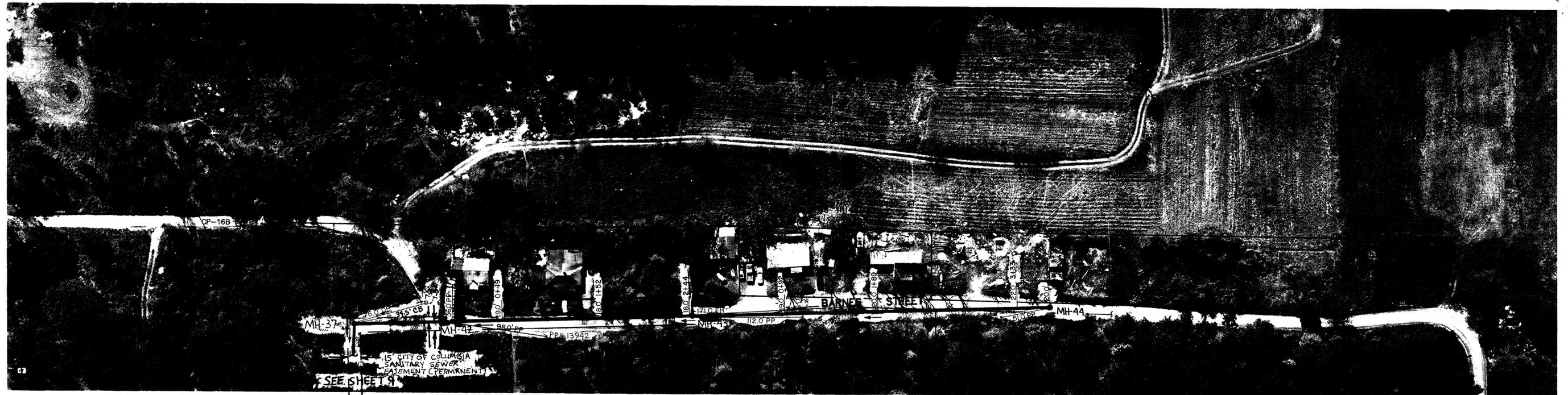
RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE  
RILEY STREET

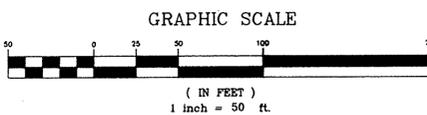
prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

NOV/CAD	SEV/MCM	SCW	ATRLY	
DATE	NOV 1-90	NOV 1-90	FILE	REVISION
	88036-11	SCALE		

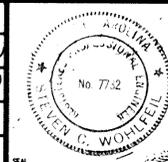
APPROVED



NOTE: BARNES STREET IS CURRENTLY BEING UPGRADED FROM DIRT ROAD TO BITUMINOUS PAVEMENT.



REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/95	TCW	RECORD DRAWING	
3	7/3/91	MCM	ISSUED FOR BIDS	Sw
2	5/22/91	EJR	GENERAL REVISIONS	Sw
1	6/10/90	GLB	ISSUED FOR APPROVAL	MW
0	9/18/88	SEV	ISSUED FOR APPROVAL	



**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**  
 SEWER PLAN & PROFILE  
 BARNES STREET

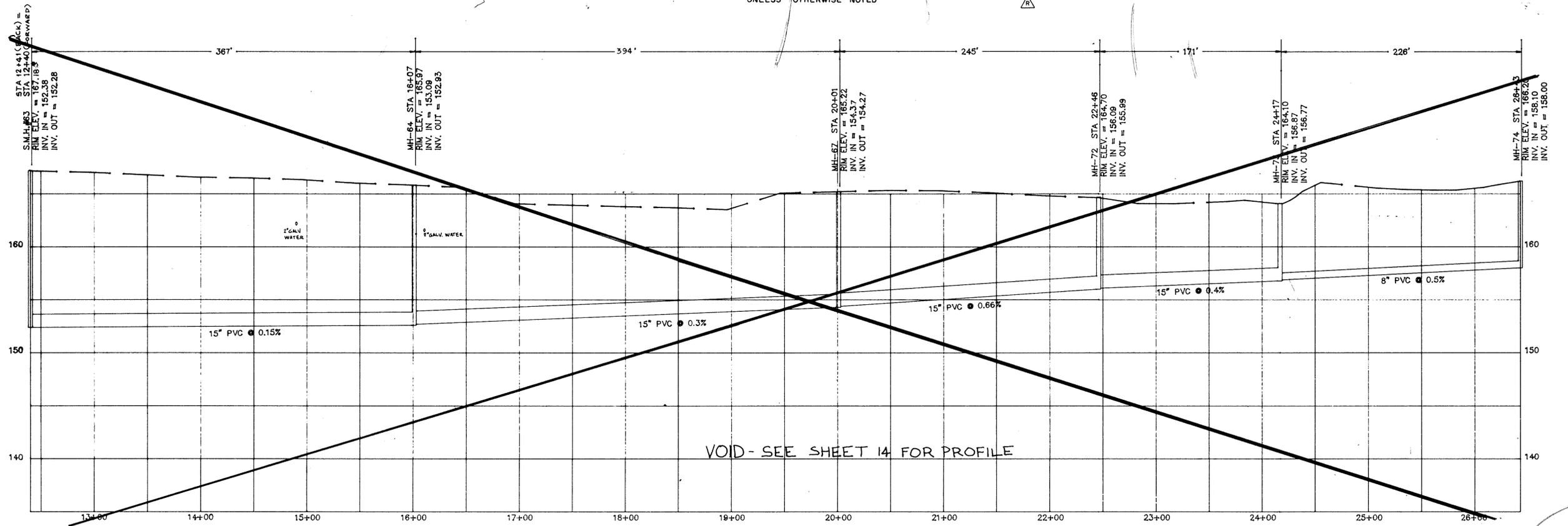


prime associates, inc.  
 engineers planners surveyors  
 COLUMBIA SOUTH CAROLINA

APPROVED

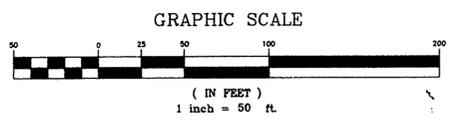


NOTE: ALL LOTS LOCATED ON TMS 11115 UNLESS OTHERWISE NOTED



VOID - SEE SHEET 14 FOR PROFILE

ZION AVE  
MH-63 TO MH-74



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3	7/5/91	MCM	ISSUED FOR BIDS	SAW
2	5/27/91	EJR	GENERAL REVISIONS	SAW
1	6/8/90	GLB	ISSUED FOR APPROVAL	SAW
0	2/18/89	SEV	ISSUED FOR APPROVAL	SAW

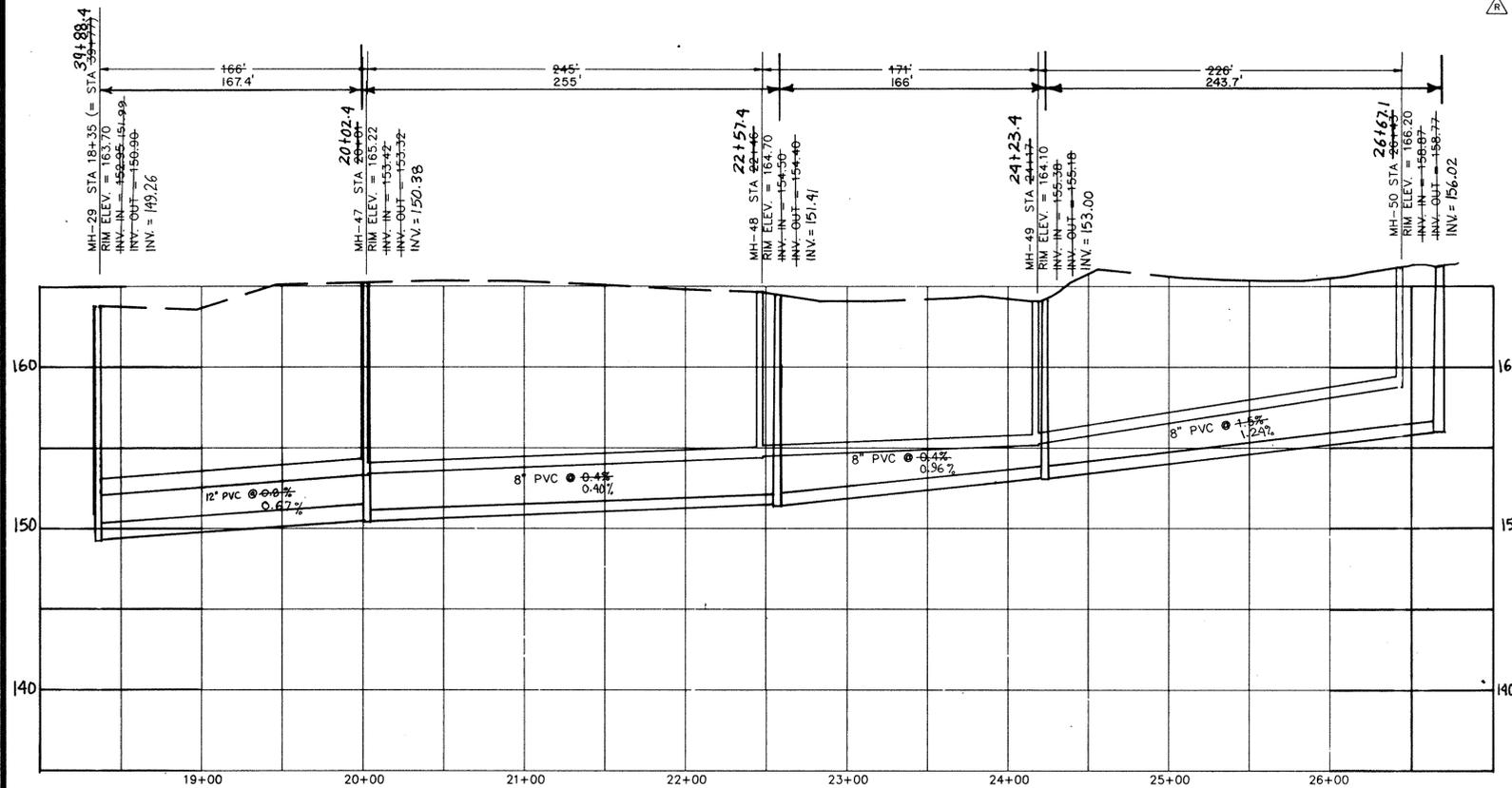


SEWER PLAN & PROFILE  
ZION AVENUE

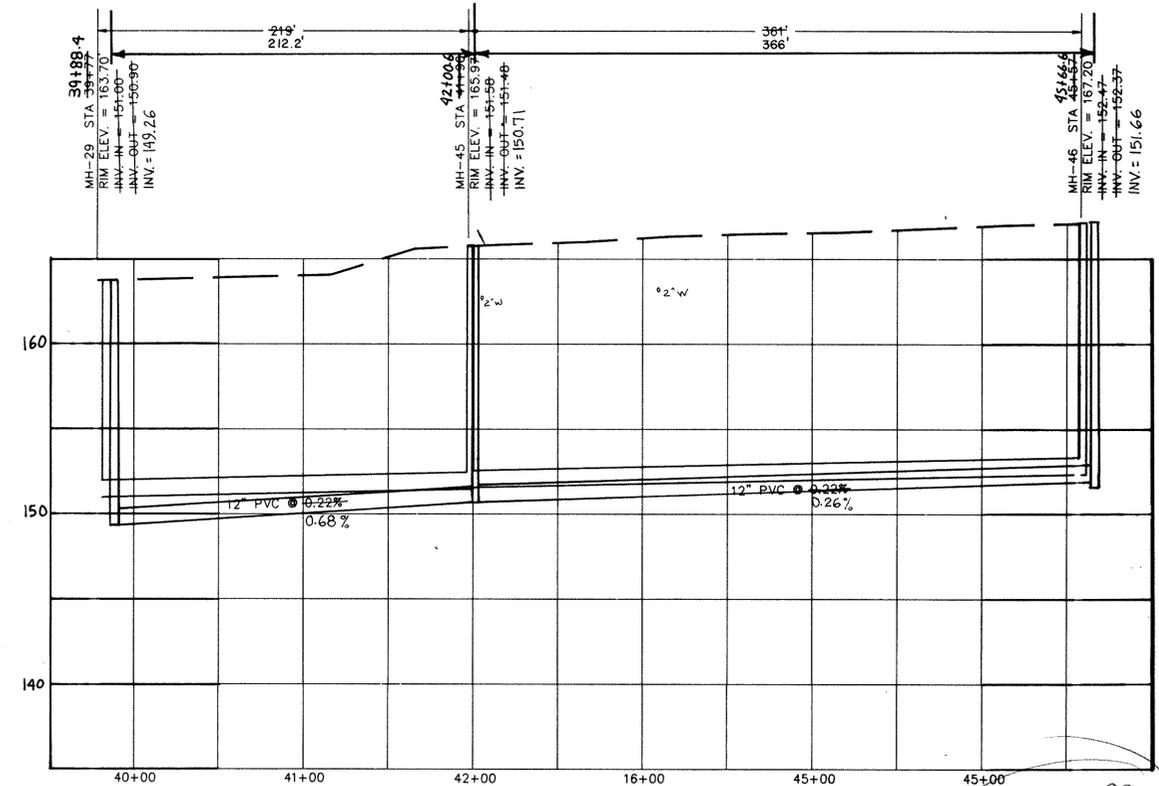
prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

MCM/CAO	SEV/MCM	SCW	ATZON	RETRD
DESIGN	CHECK	FILE		
9/10/89	HOR 1"=50'	88036-13		
DATE	VERT 1"=5'	DATE		

SEE SHEET 13 FOR PLAN VIEW



ZION AVE  
MH-29 TO MH-50



ZION AVE  
MH-29 TO MH-46

APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	7/3/91	MCM	ISSUED FOR BIDS	
0	5/22/91	EJR	ISSUED FOR APPROVAL	



RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

SEWER PROFILE MH-29 TO MH-50  
ZION AVENUE

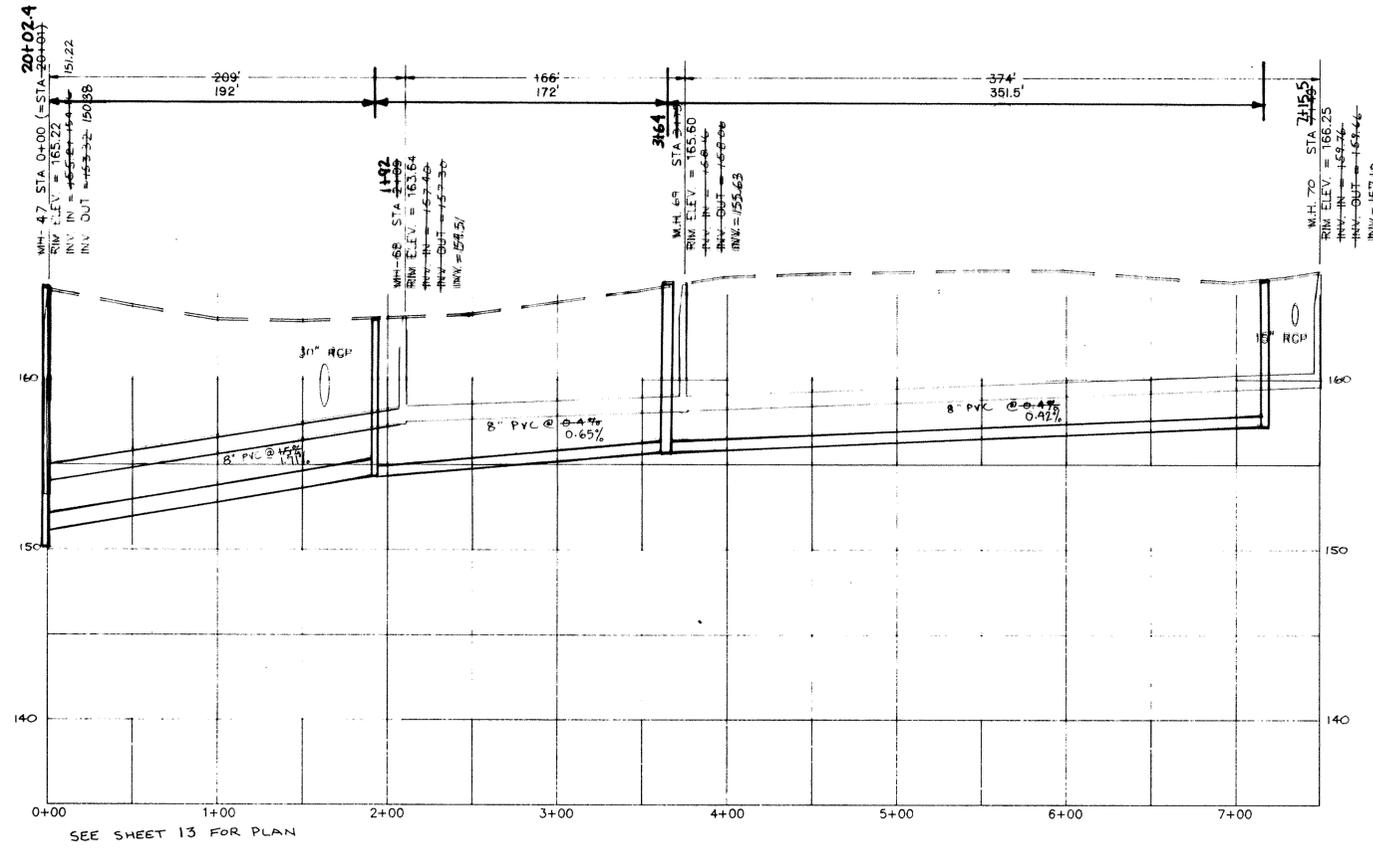


prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

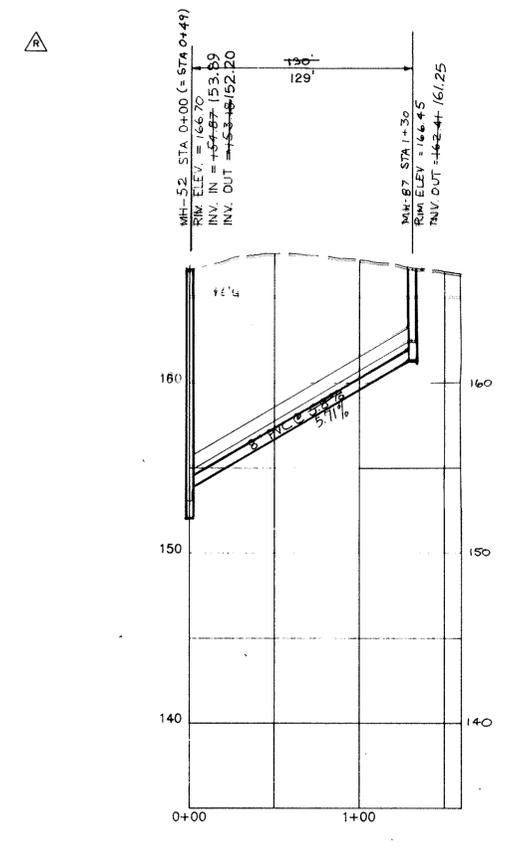
E.A./C.A.D.	SCW/E.A.R.	SCW	ATZ/PRO	RETRD
5/22/91			88036-14	



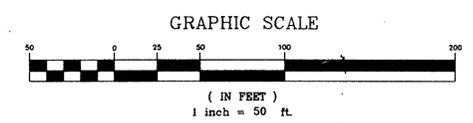
NOTE: ALL LOTS SOUTH OF FRASIER STREET ARE LOCATED ON TMS 1115



FRASIER ST.  
MH-47 TO MH-70



NEAR ZION AVE  
MH-52 TO MH-87  
SEE SHEET 20 FOR PLAN



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/95	TCW	RECORD DRAWING	
3	7/5/91	MCM	ISSUED FOR BIDS	slw
2	5/22/91	EJR	GENERAL REVISIONS	slw
1	6/18/90	GLB	ISSUED FOR APPROVAL	slw
0	9/18/89	SEV	ISSUED FOR APPROVAL	slw

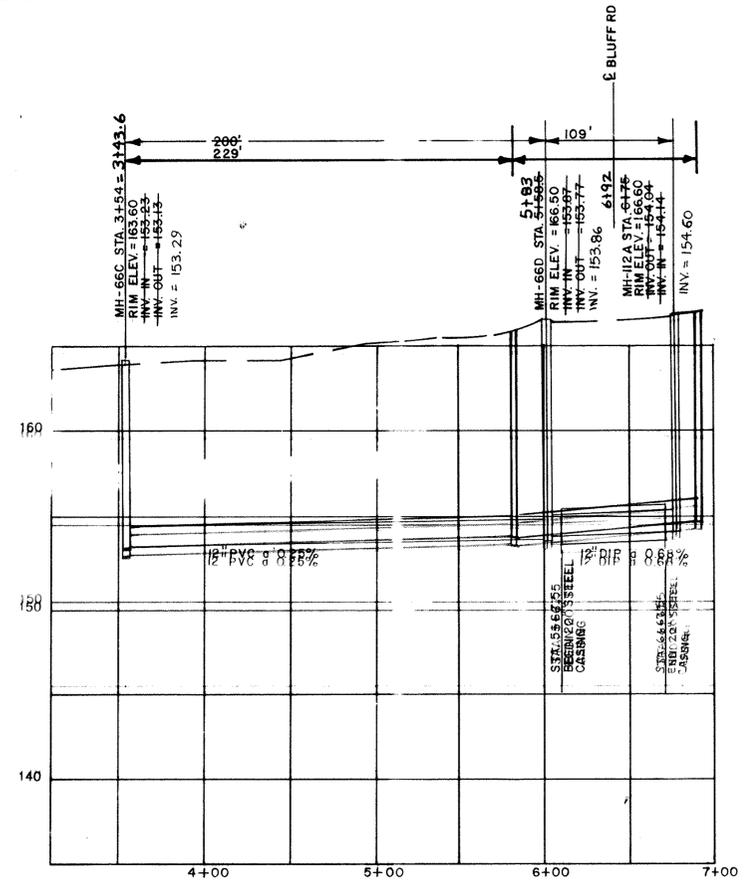
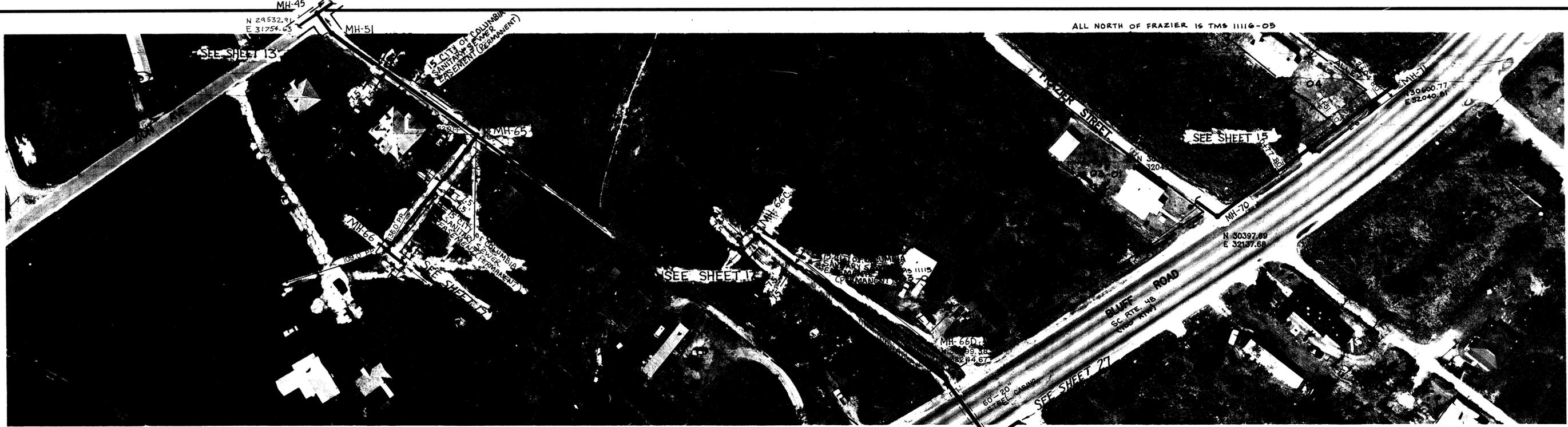


RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

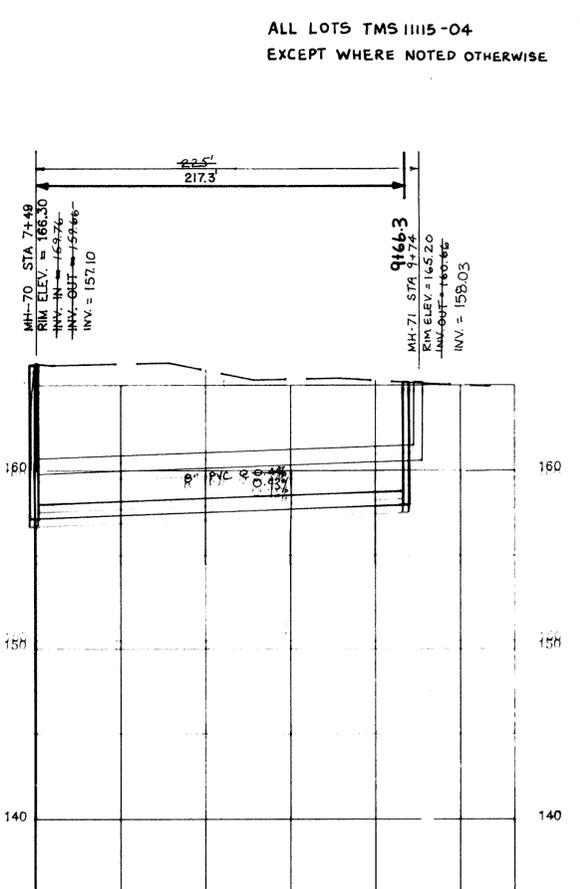
SEWER PLAN & PROFILE  
FRASIER STREET

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

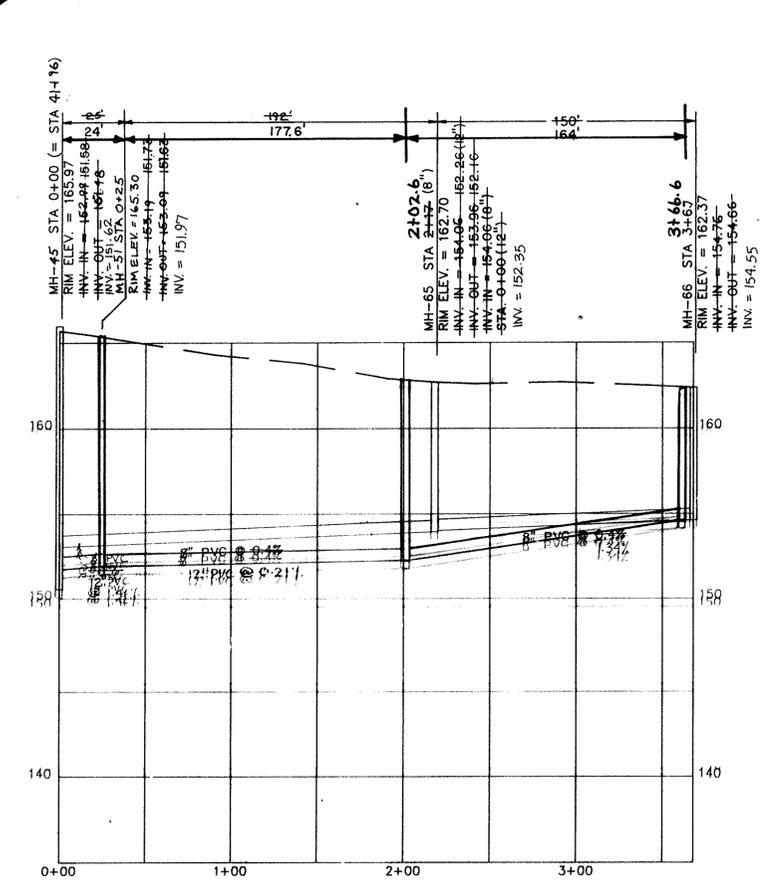
MCM/CAO	SEV/MCM	SCW	ATRTZ	RETRD
9/18/89	88036-15			



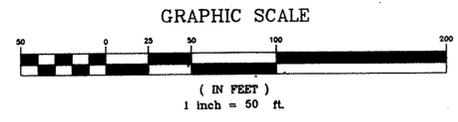
NEAR BLUFF ROAD  
MH-66C TO MH-66D



BLUFF ROAD  
MH-70 TO MH-71



OFF ZION AVENUE  
MH-45 TO MH-66



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
R	5/15/95	TCW	RECORD DRAWING	
4	11/19/94	CEC	CHANGED 8" TO 12" OFF ZION AVENUE	
3	7/3/91	MCM	ISSUED FOR BIDS	sw
2	5/22/91	EJR	GENERAL REVISIONS	sw
1	6/18/90	GLB	ISSUED FOR APPROVAL	sw
0	8/18/88	SEV	ISSUED FOR APPROVAL	sw



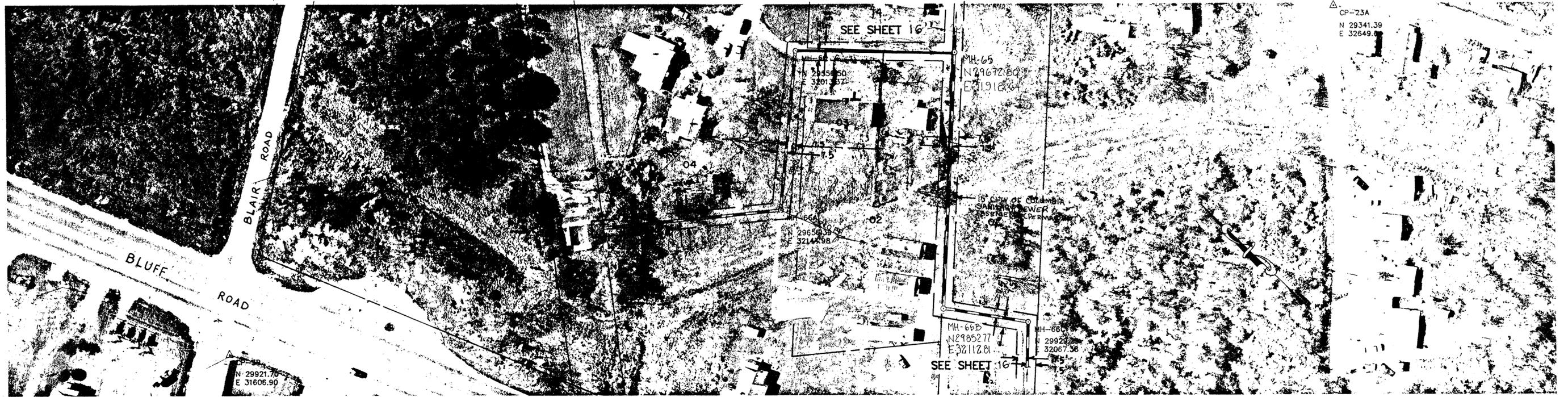
**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PLAN & PROFILE  
BLUFF ROAD

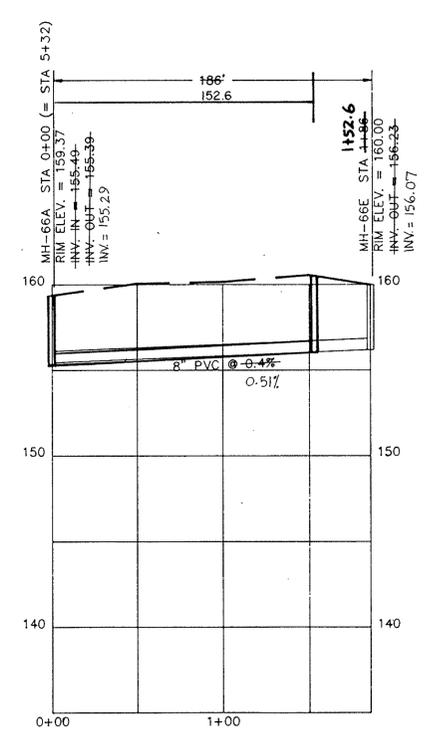
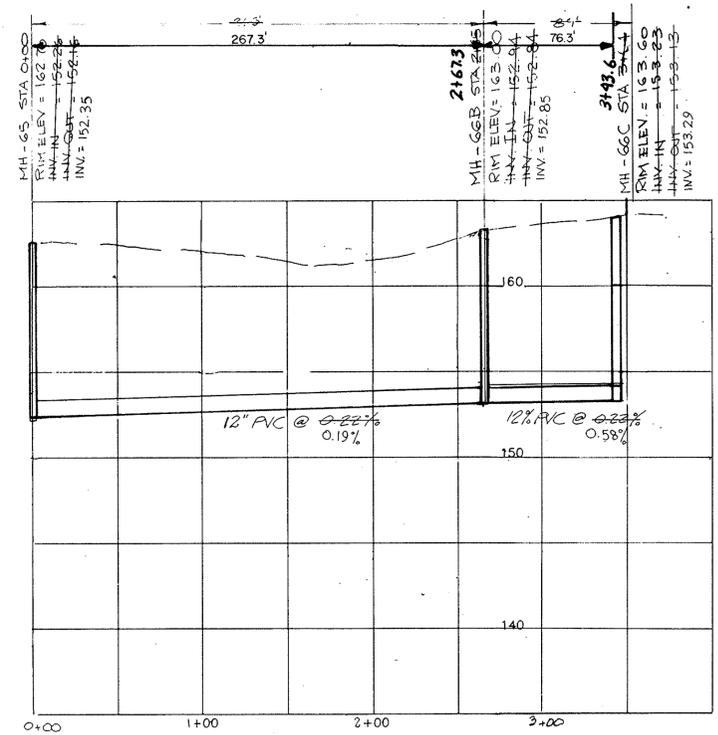
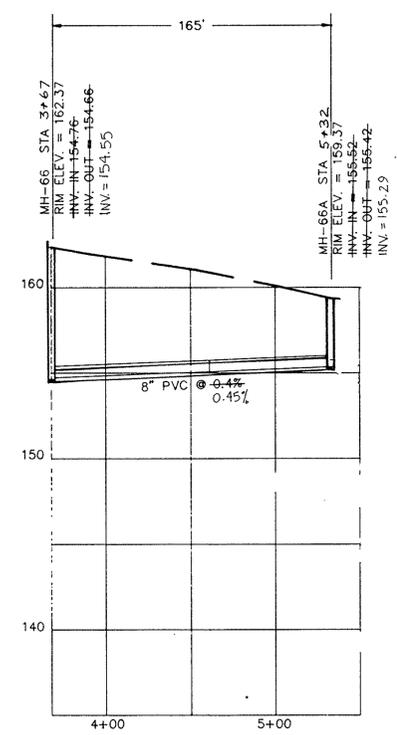
prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

MCM/DAW	REV/MCM	sw	ATRP1	
DRM	SEW	sw	FILE	RETRD
DATE	SCALE	88036-1G	DATE	DATE

APPROVED

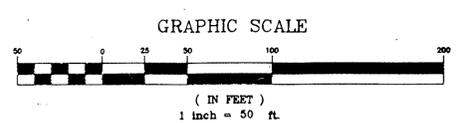


NOTE: ALL LOTS SEE TMS 11115-04



OFF ZION AVENUE  
FROM MH-65 TO MH-66C

OFF ZION AVENUE  
FROM MH-66A TO MH-66E



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	5/15/95	TCW	RECORD DRAWING	
4	11/1/94	CEC	Raised alignment from 18+45 to MH-66C, changed 8" to 12"	CEC
3	7/3/91	MCM	ISSUED FOR BIDS	SCW
2	5/22/91	EJR	GENERAL REVISIONS	SCW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SCW
0	9/18/88	SEV	ISSUED FOR APPROVAL	SCW

APPROVED

**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

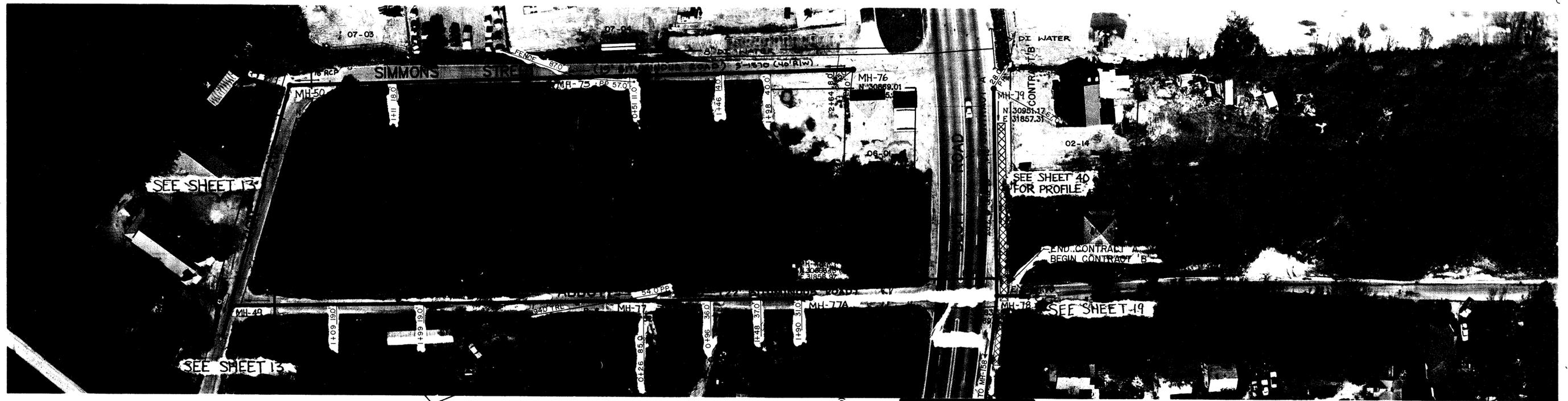
SEWER PLAN & PROFILE  
BETWEEN ZION AVE. & BLUFF RD.

*SCW*

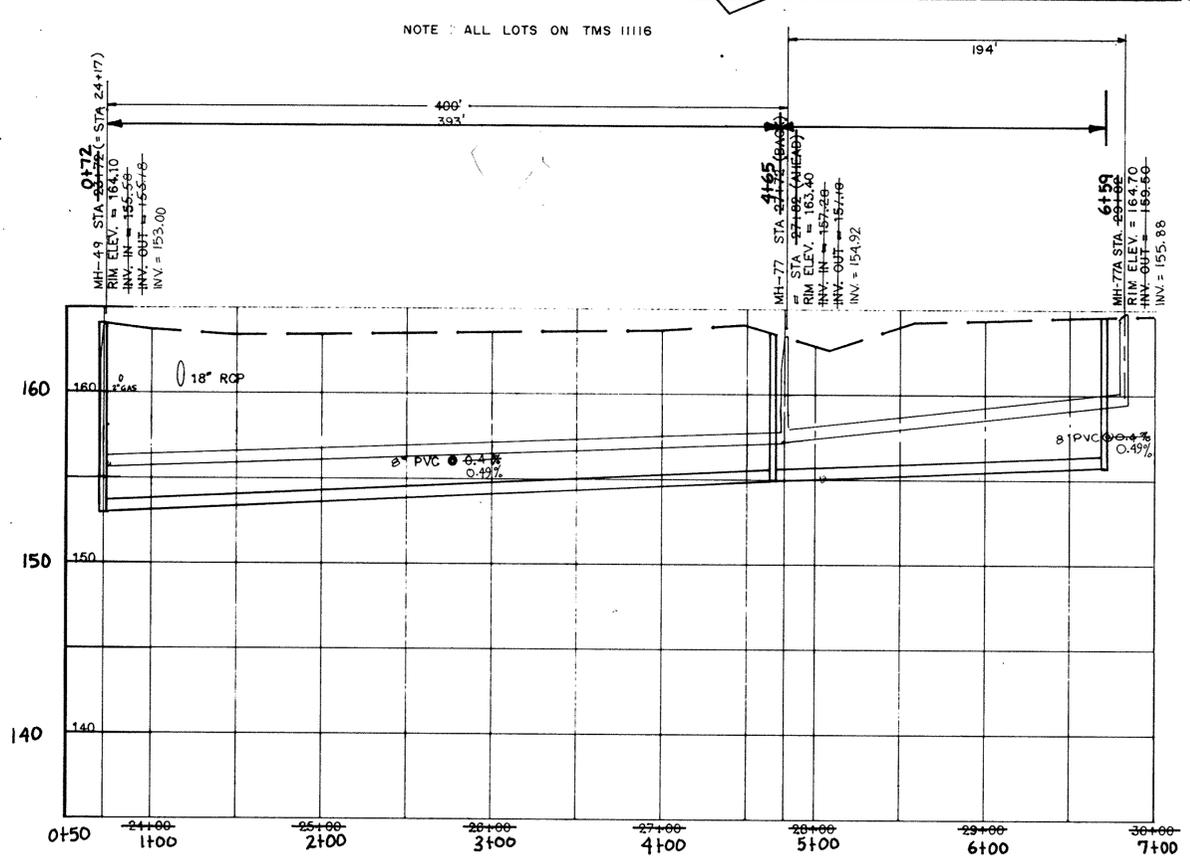


prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

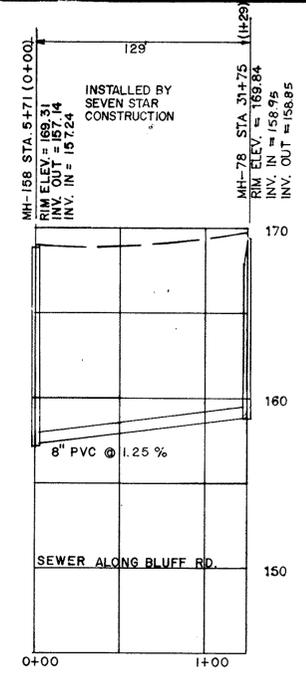
SEV/CAD	SEV	SCW	ATM-1
9/18/89	9/18/89	88036-17	17
DATE	DATE	SCALE	SCALE



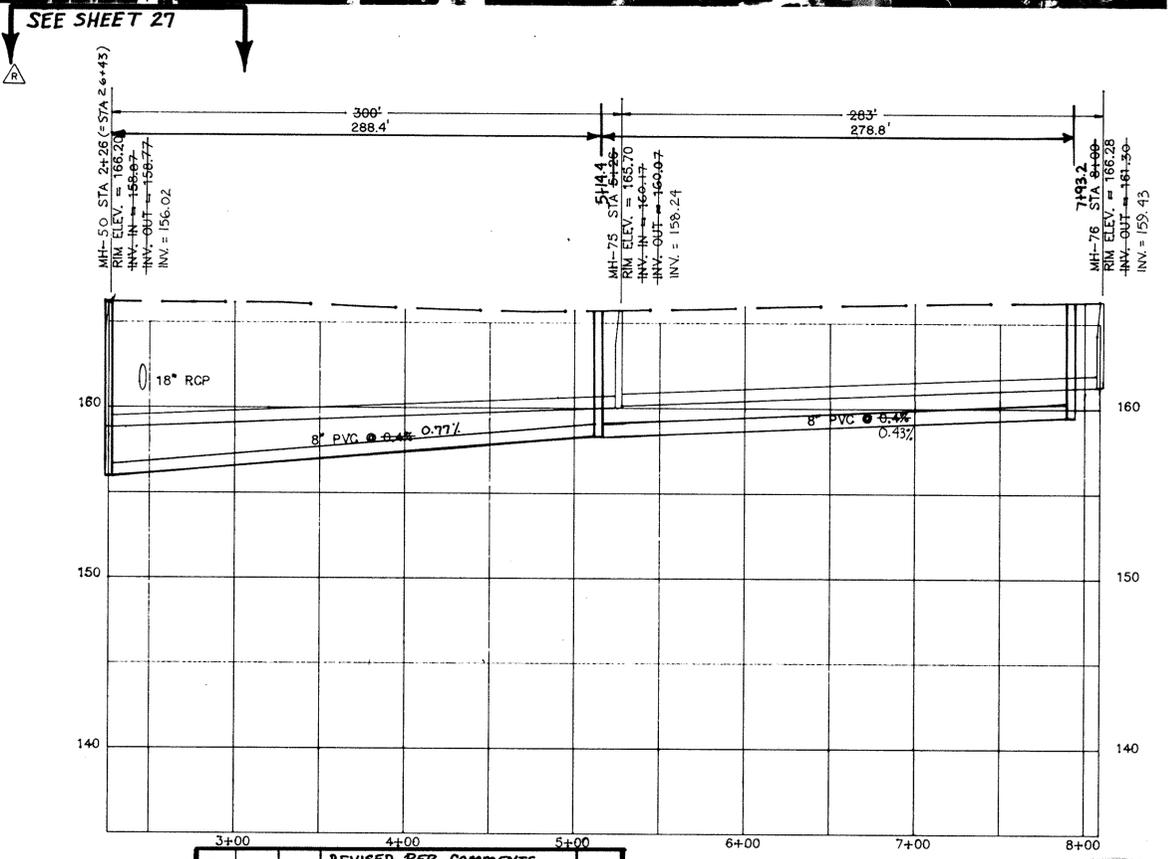
NOTE: ALL LOTS ON TMS 11116



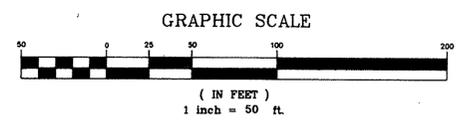
ABBOTT ROAD  
MH-49 TO MH-78



SEWER ALONG BLUFF RD.



SIMMONS STREET  
MH-50 TO MH-76



REV.	DATE	BY	DESCRIPTION	APP.
8		TCW	REVISED PER COMMENTS	
7	5/15/95	TCW	RECORD DRAWING	
6	2/1/95	CEC	REVISED INV. & SLOPE	
5	11/9/94	CEC	ISSUED FOR BIDS	
4	7/3/91	MCM	ISSUED FOR BIDS	SLW
3	5/22/91	EJR	GENERAL REVISIONS	SLW
2	11/8/90	GLB	REV SLOPE FROM MH-77 TO MH-78	SLW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SLW
0	9/18/89	SEV	ISSUED FOR APPROVAL	



**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PLAN & PROFILE  
SIMMONS STREET, ABBOTT ROAD, BLUFF ROAD

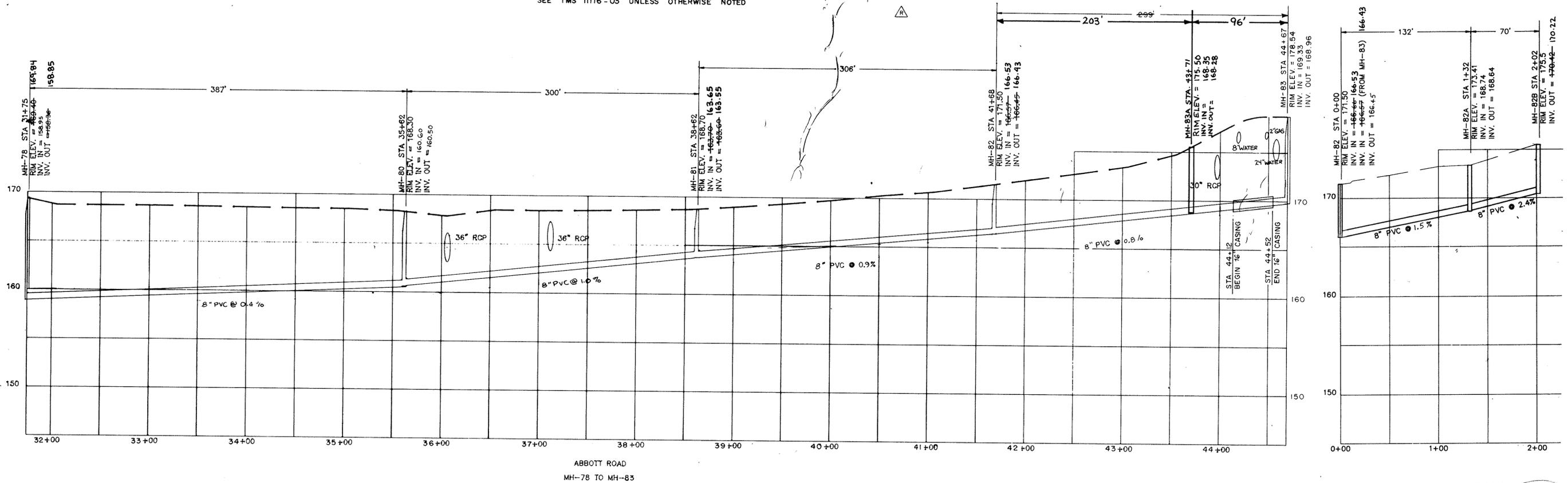
prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

MCM/DAW	SEV/MCM	SLW	AT/ABH
9/18/89	MOR. 1"=50'	88036-1B	FILE
DATE	SCALE	FIG. NO.	REV.

APPROVED



NOTE: LOTS ON SOUTH SIDE OF ABBOTT RD.  
SEE TMS 11116-03 UNLESS OTHERWISE NOTED



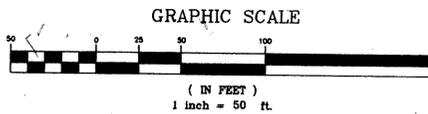
ABBOTT ROAD  
MH-78 TO MH-83

NEAR ABBOTT ROAD  
MH-82 TO MH-82B  
INSTALLED BY OTHERS

APPROVED

RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE  
ABBOTT ROAD



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	5/15/95	TCW	RECORD DRAWING	
4	11/9/94	CEC	REVISED ALIGNMENT FROM MH-78 TO MH-158	
3	5/22/91	MCM	REVISED INSETS AND SLOPES REVISED PIPE DIA. FROM MH-78 TO MH-83	slw
2	11/8/90	GLB	REV SLOPE FROM MH-78 TO MH-80 REV SLOPE FROM MH-80 TO MH-81	slw
1	6/18/90	GLB	ISSUED FOR APPROVAL	slw
0	9/18/89	SEV	ISSUED FOR APPROVAL	



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engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

NO.	DATE	BY	DESCRIPTION
1	9/18/89	SEV	ISSUED FOR APPROVAL
2	11/8/90	GLB	REV SLOPE FROM MH-78 TO MH-80 REV SLOPE FROM MH-80 TO MH-81
3	5/22/91	MCM	REVISED INSETS AND SLOPES REVISED PIPE DIA. FROM MH-78 TO MH-83
4	11/9/94	CEC	REVISED ALIGNMENT FROM MH-78 TO MH-158
5	5/15/95	TCW	RECORD DRAWING
6		TCW	REVISED PER COMMENTS

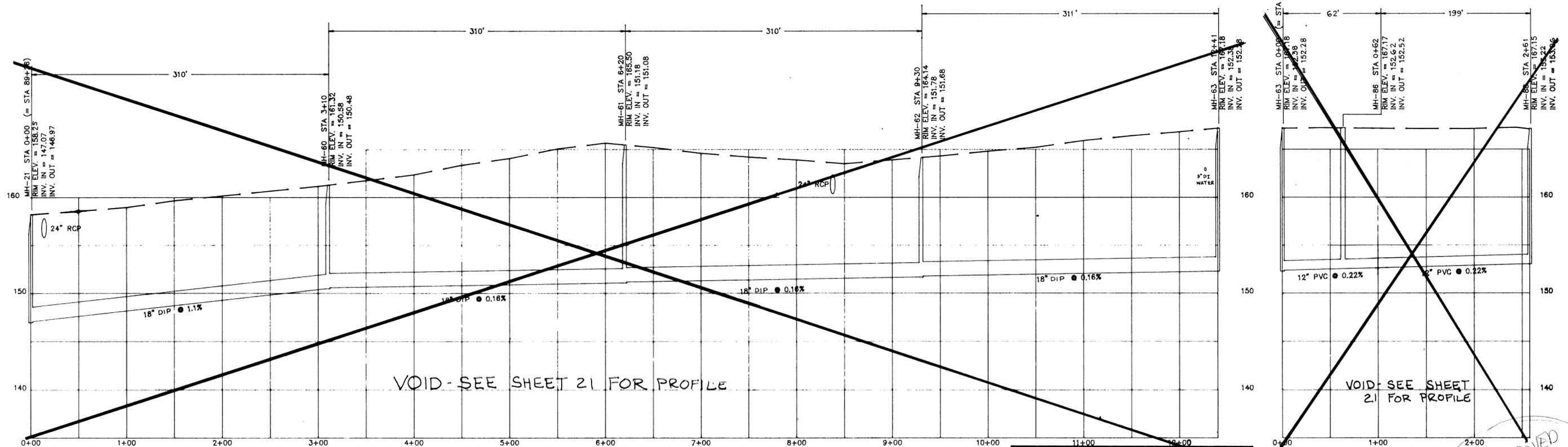


NOTE: ALL LOTS LOCATED ON TMS 11115-07 UNLESS OTHERWISE NOTED

NOTE: BARNES STREET IS CURRENTLY BEING UPGRADED FROM DIRT ROAD TO BITUMINOUS PAVEMENT.

SEE SHEET 22

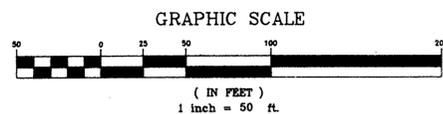
MH-88  
N 28952.88  
E 32014.28



VOID - SEE SHEET 21 FOR PROFILE

VOID - SEE SHEET 21 FOR PROFILE

BARNES STREET  
MH-21 TO MH-63



REV.	DATE	BY	DESCRIPTION	APP.
6		TCW	REVISED PER COMMENTS	
5	5/15/95	TCW	RECORD DRAWING	
4	7/5/91	MCM	ISSUED FOR BIDS	SW
3	5/21/91	MCM	GENERAL REVISIONS	SW
2	3/19/91	MCM	REVISED TIE-IN AT MH-66	SW
1	6/8/90	GLB	ISSUED FOR APPROVAL	SW
0	7/18/89	SEV	ISSUED FOR APPROVAL	SW



RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

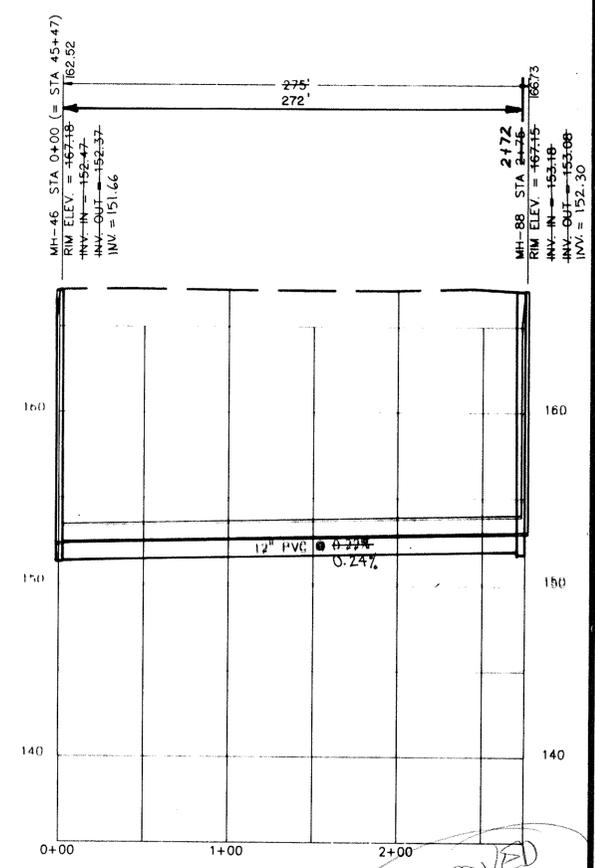
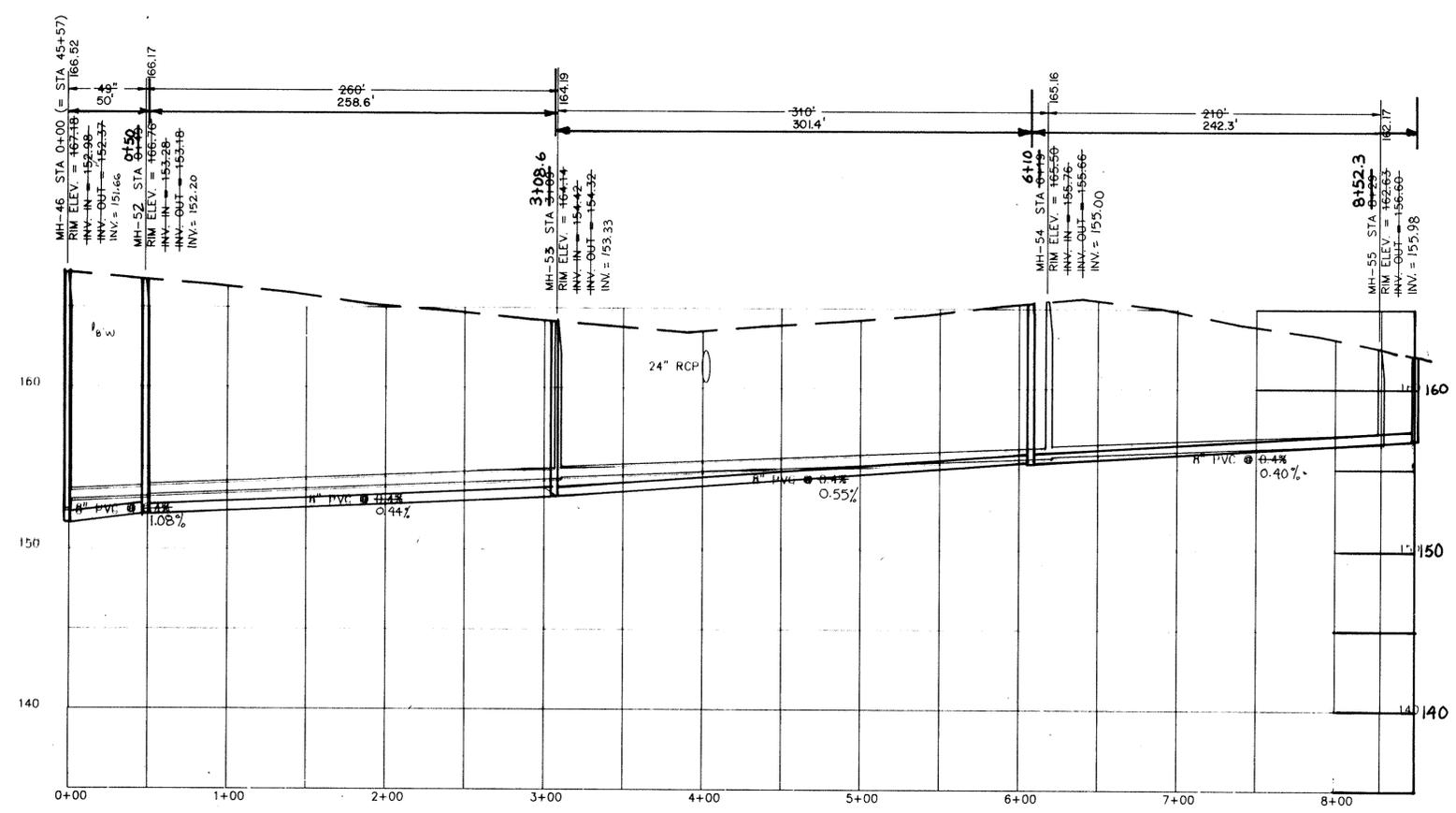
SEWER PLAN & PROFILE  
BARNES STREET & ZION AVENUE

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

DESIGN	SEV/MCM	SCW	ATBNS
DATE	7/18/89	88036-20	

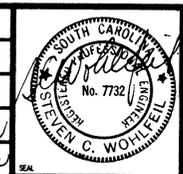
APPROVED

SEE SHEET 20 FOR PLAN VIEW



BARNES STREET  
MH-46 TO MH-55

3	TCW	REVISED PER COMMENTS		
2	TCW	RECORD DRAWING		
1	7/3/91	MCM ISSUED FOR BIDS		
0	5/27/91	EJR ISSUED FOR APPROVAL		
REV.	DATE	BY	DESCRIPTION	APP.
REVISION				



RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

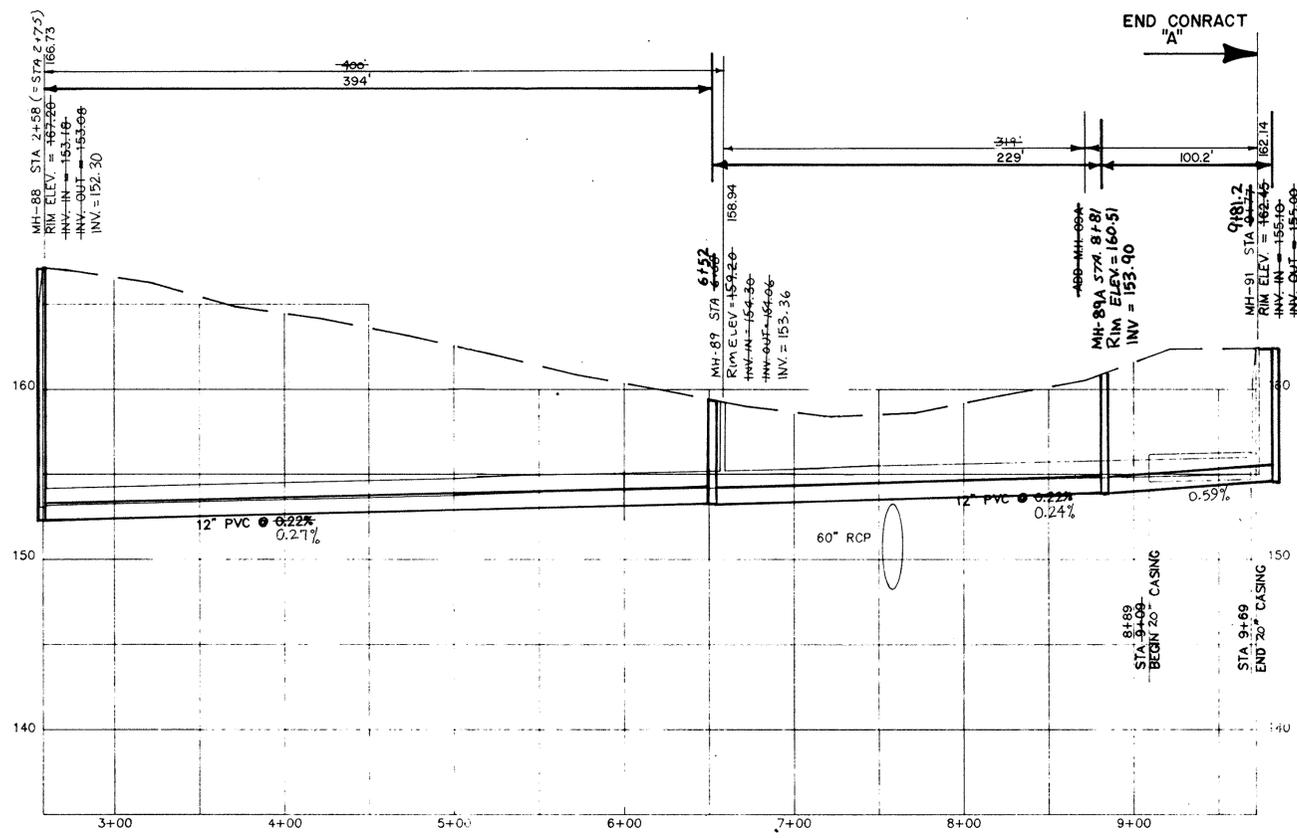
SEWER PROFILES  
BARNES STREET & ZION AVENUE

**P** prime associates, inc.  
 engineers planners surveyors  
 COLUMBIA SOUTH CAROLINA

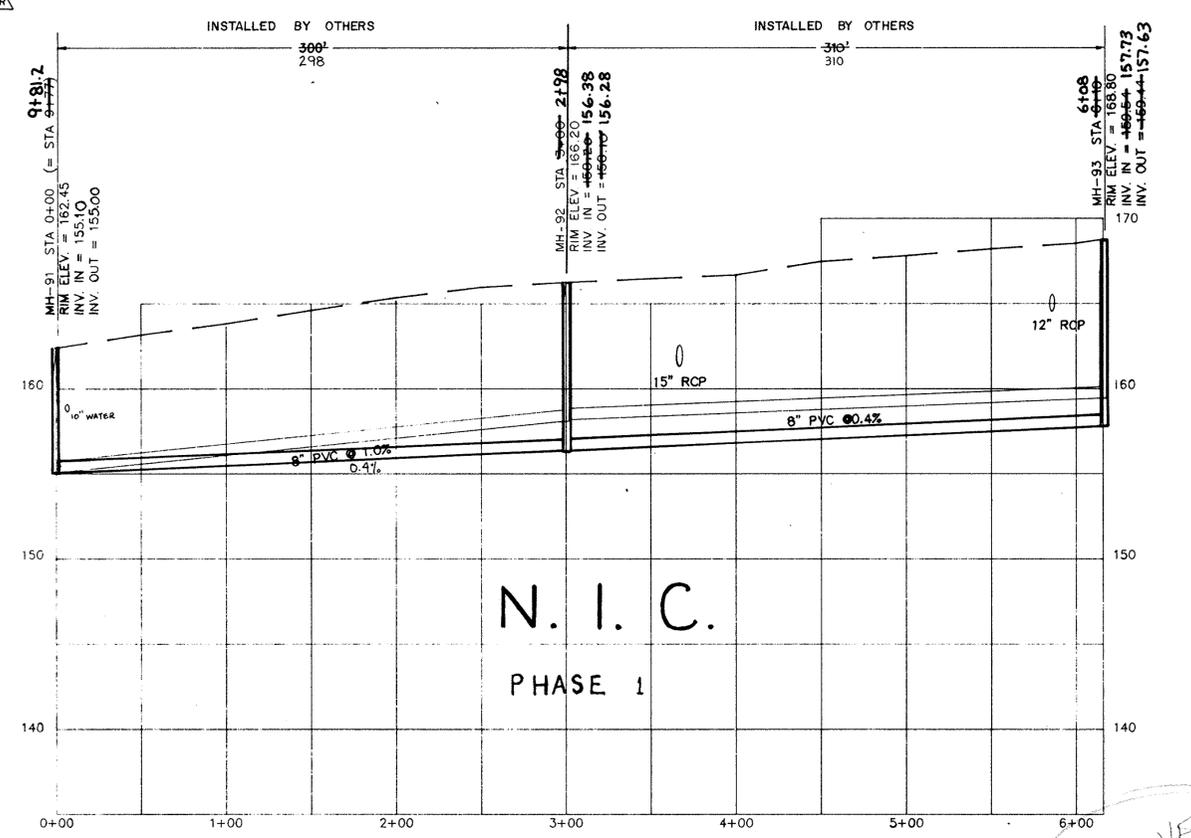
E.A.R./C.A.D. SCW/E.J.R. S.C.W. A.T.B./S.P.R.  
 DRAWN BY: SCW CHECKED BY: S.C.W. DATE: 5/22/91  
 PROJECT NO.: 88036-21  
 SHEET NO.: 180-16



NOTE: ALL LOTS SEE TMS 1115-04  
UNLESS OTHERWISE NOTED

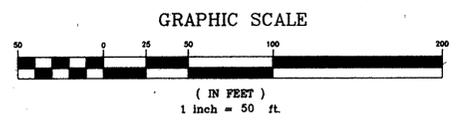


BLAIR ROAD  
MH-88 TO MH-91

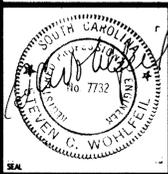


N. I. C.  
PHASE 1

BLAIR ROAD MH-91 TO MH-93



REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/96	TCW	RECORD DRAWING	
3	7/3/91	MCM	ISSUED FOR BIDS	SW
2	9/23/91	EJR	GENERAL REVISIONS	SW
1	6/18/90	GLB	ISSUED FOR APPROVAL	SW
0	7/18/89	SEV	ISSUED FOR APPROVAL	SW



RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE  
BLAIR ROAD

prime associates, inc.  
engineers planners surveyors

9/18/89  
DATE

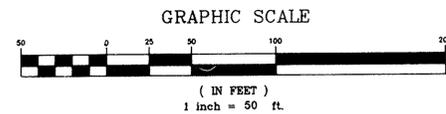
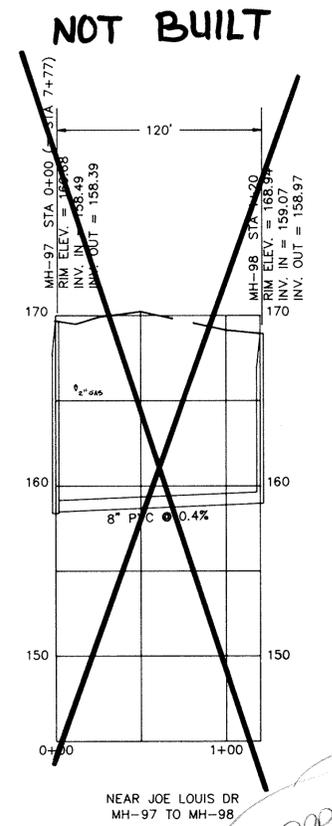
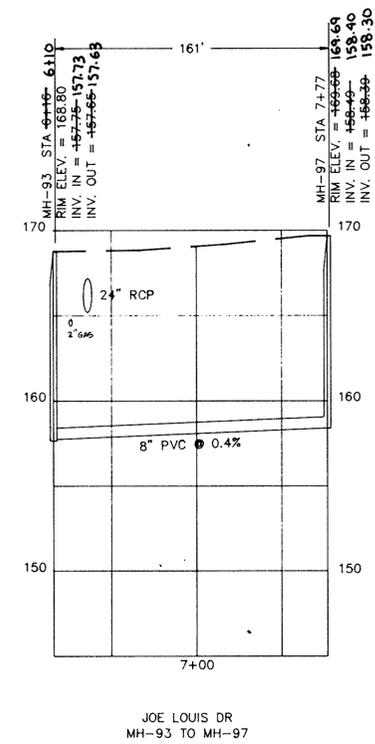
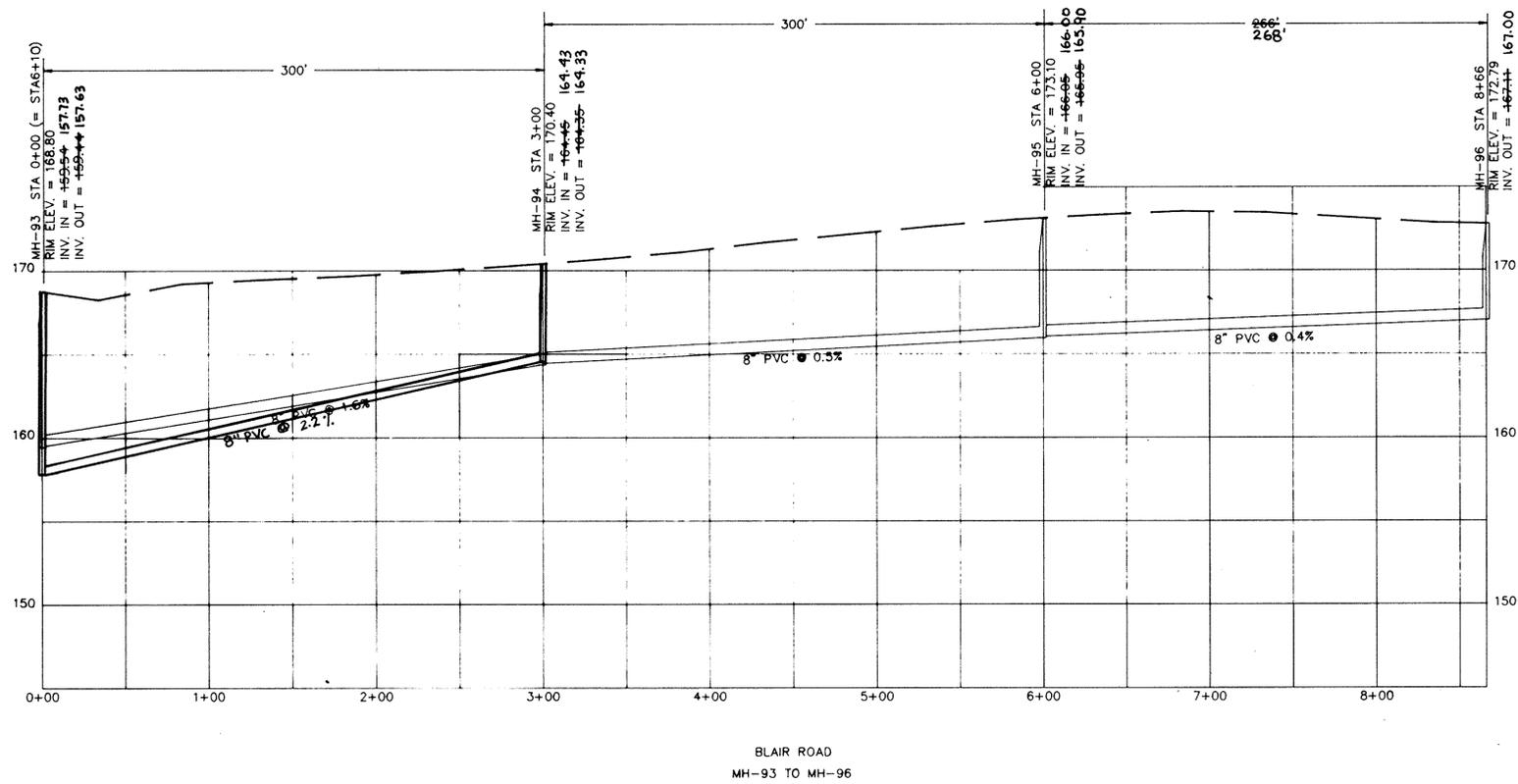
88036-22  
PROJECT NO.

COLUMBIA SOUTH CAROLINA

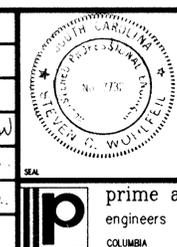
APPROVED



NOTE: ALL LOTS LOCATED ON TMS 13604 EXCEPT WHERE OTHERWISE NOTED.



REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	6/18/90	GLB	ISSUED FOR APPROVAL	SAW
0	9/18/89	SEV	ISSUED FOR APPROVAL	
REVISION				



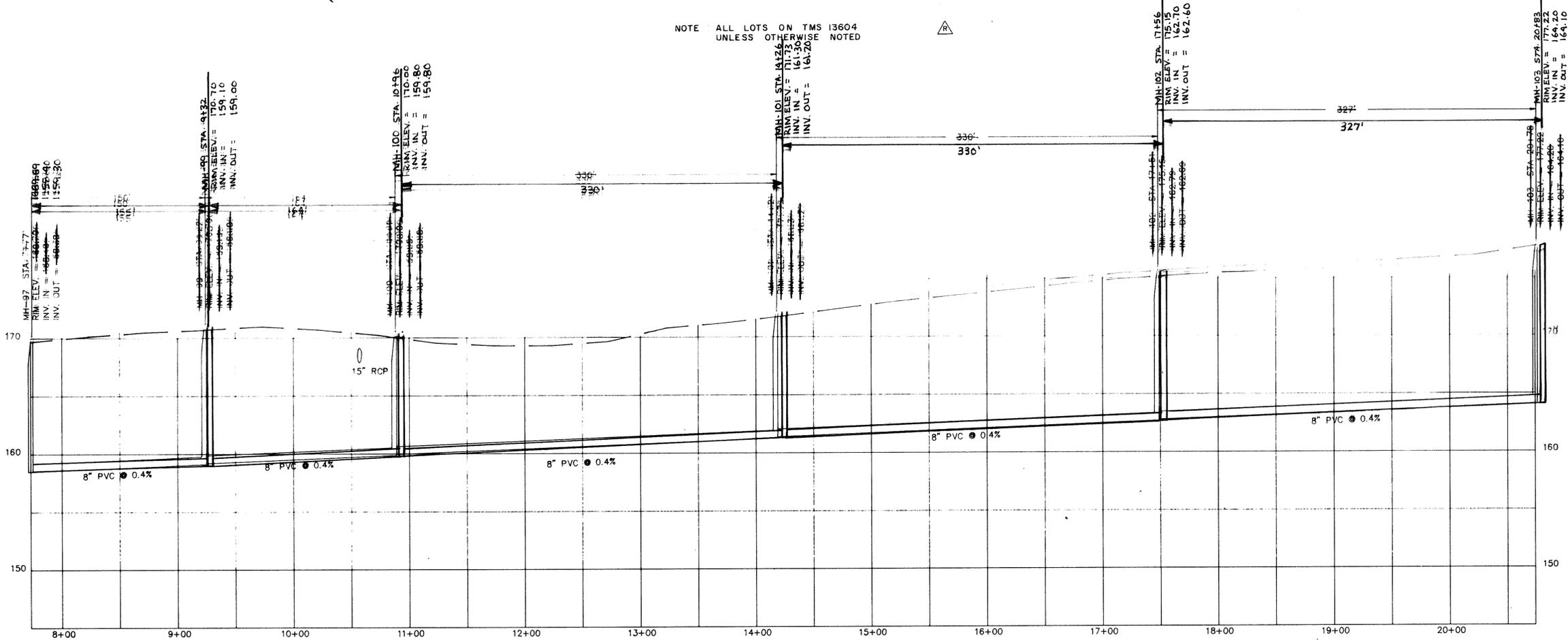
**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PLAN & PROFILE  
BLAIR ROAD

DATE	9/18/89	SCALE	1"=20'	PROJECT NO.	88036-23
DESIGNER	TCW	CHECKER	GLB	DATE	9/18/89
DRAWN	GLB	DATE	9/18/89	SCALE	1"=20'

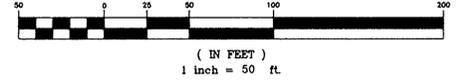


NOTE ALL LOTS ON TMS 13604  
UNLESS OTHERWISE NOTED



JOE LOUIS DRIVE  
MH-97 TO MH-103

GRAPHIC SCALE



APPROVED

3	TCW	REVISED PER COMMENTS	
1	GLS	ISSUED FOR APPROVAL	SW
0	SEV	ISSUED FOR APPROVAL	
REV.	DATE	BY	DESCRIPTION
REVISION			



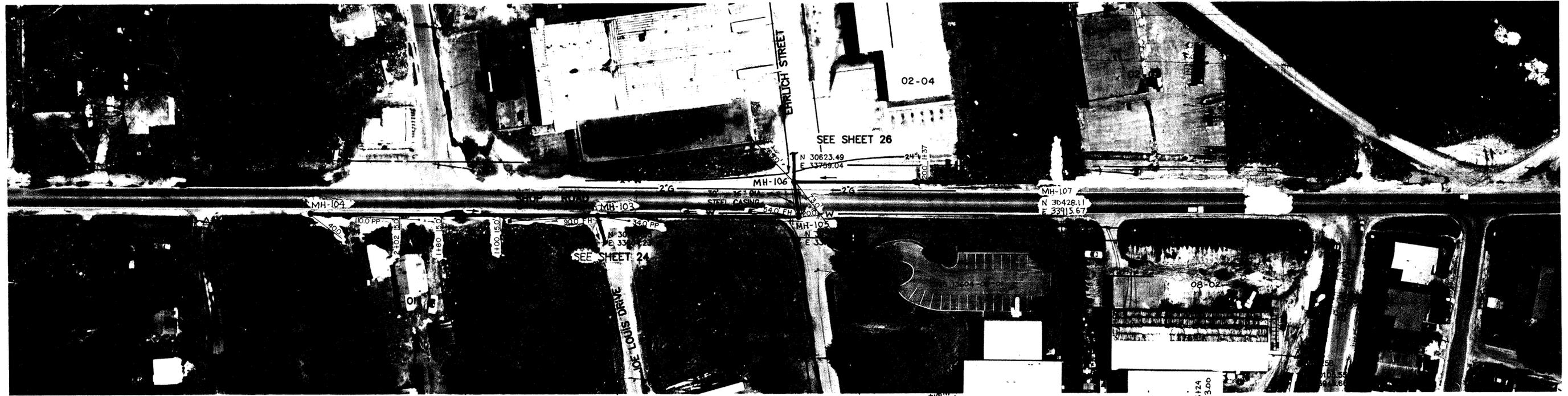
**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PLAN & PROFILE  
JOE LOUIS DRIVE

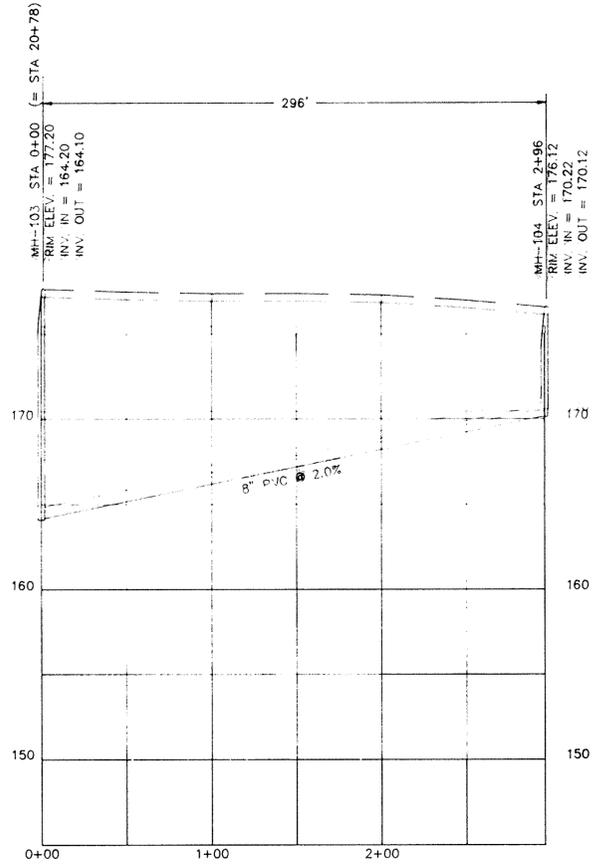
prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

MCM/CAD: SEV/MCM: SCW: ATAO: [ ]  
DATE: 9/18/99  
SCALE: 1"=50'  
VERT: 1"=5'

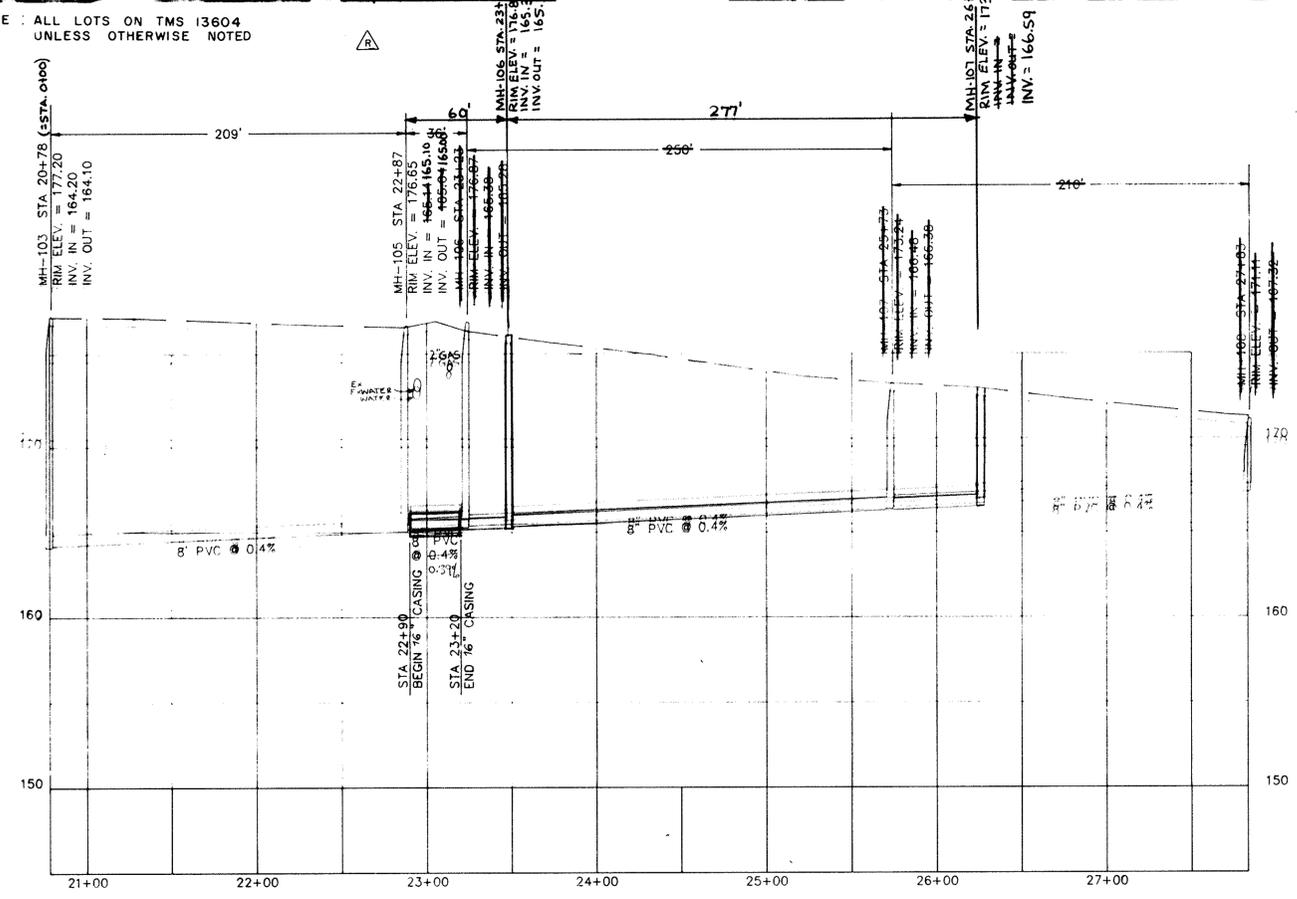
88036-24



NOTE: ALL LOTS ON TMS 13604 UNLESS OTHERWISE NOTED

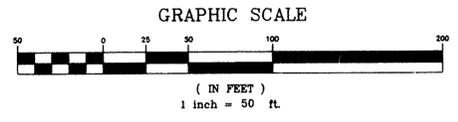


SHOP ROAD  
MH-103 TO MH-104

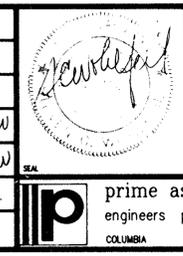


SHOP ROAD  
MH-103 TO MH-108

APPROVED



3	TCW	REVISED PER COMMENTS	
1	6/18/90	GLB	ISSUED FOR APPROVAL
0	9/18/89	SEV	ISSUED FOR APPROVAL
REV.	DATE	BY	DESCRIPTION
REVISION			

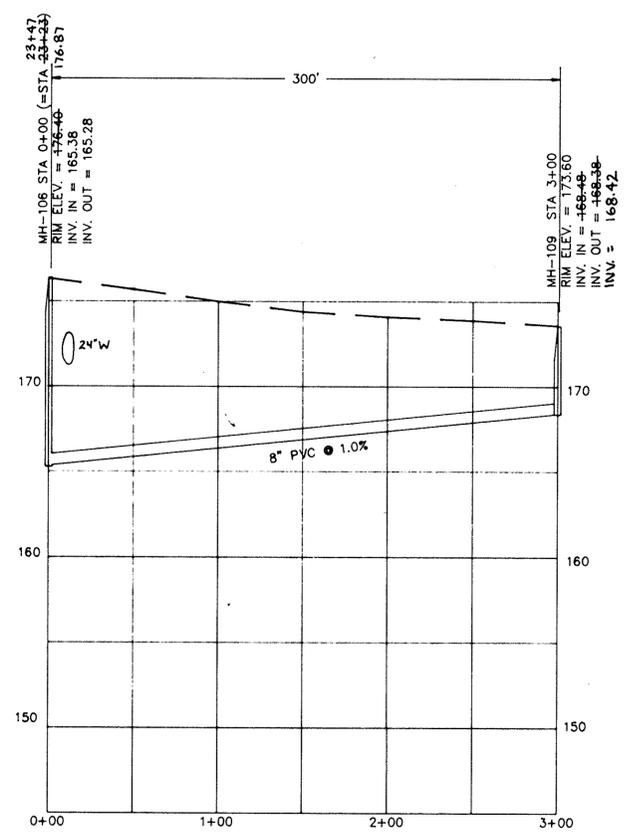
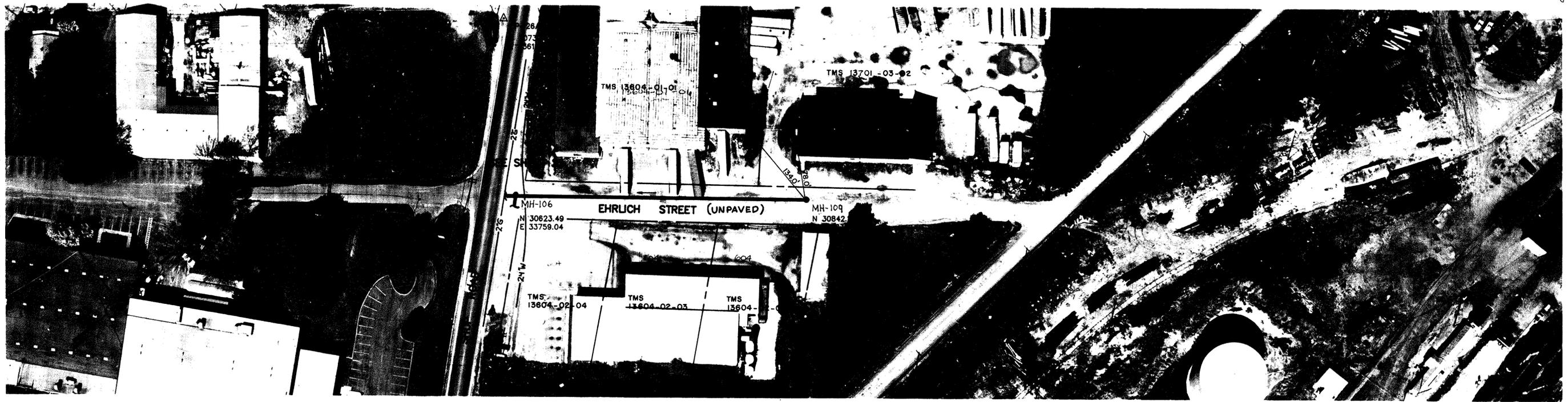


**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

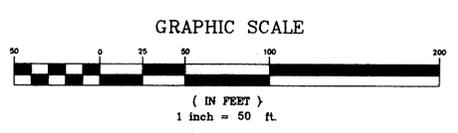
SEWER PLAN & PROFILE  
SHOP ROAD

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

DATE: 9/18/89  
SCALE: 1"=50'  
SHEET: 25  
PROJECT: 88036-25



EHRlich STREET  
MH-106 TO MH-109



REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
△	5/15/95	TCW	RECORD DRAWING	
1	6/18/90	GLB	ISSUED FOR APPROVAL	SW
0	3/18/89	SEV	ISSUED FOR APPROVAL	SW



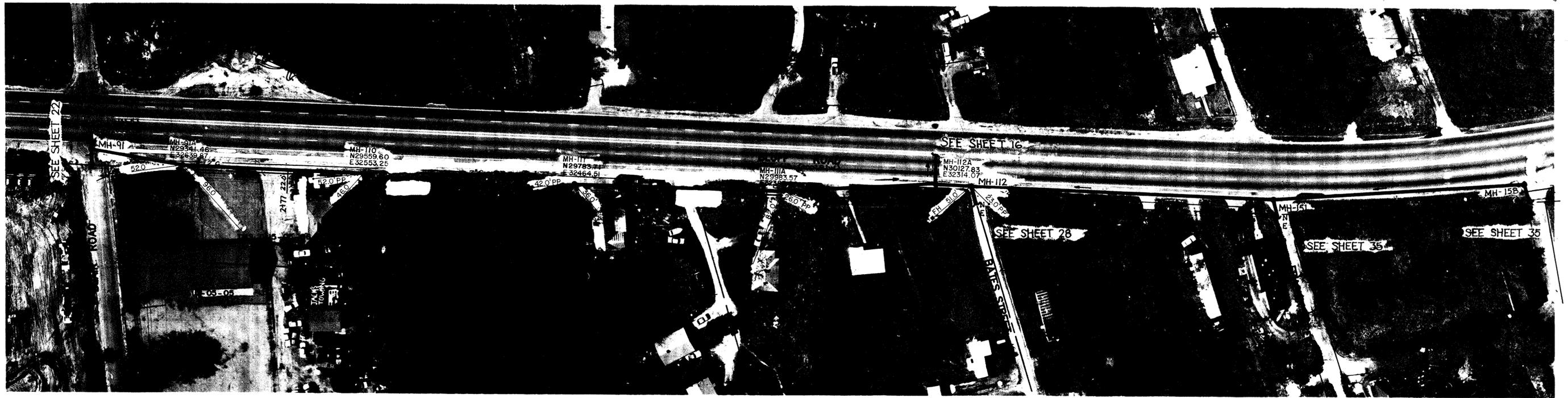
**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PLAN & PROFILE  
EHRlich STREET

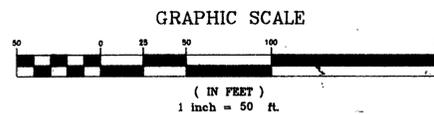
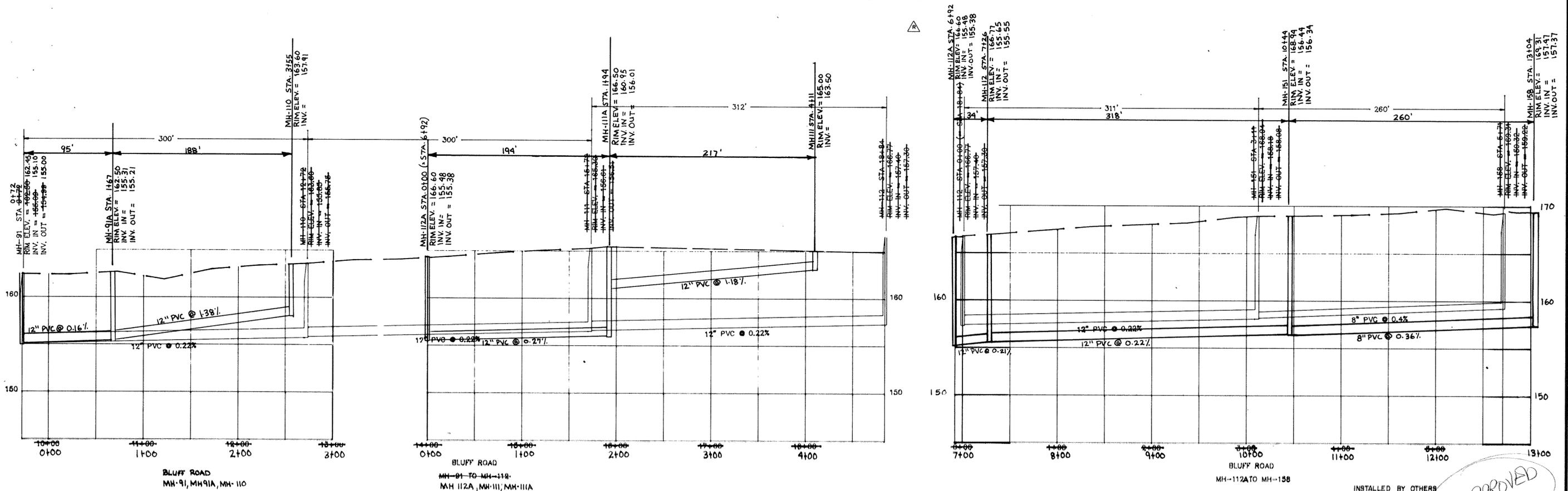
**prime associates, inc.**  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

WCA/CAD DWG	REV/ACM SEV	SCW CHK	ATERCH FILE
9/18/89	HOR 1"=50'	VERT 1"=5'	88036- 2 G
DATE	SCALE	DWG. NO.	

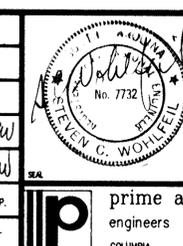
APPROVED



NOTE: SEE TMS 11116-04  
UNLESS OTHERWISE NOTED



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	8/15/95	TCW	RECORD DRAWING	
2	11/9/94	CEC	REVISED ALIGNMENT ALONG BLUFF RD. ADDED BORE AT MH-112A, CHANGED $\phi$	
1	6/18/90	GLB	ISSUED FOR APPROVAL	<i>GLB</i>
0	9/18/89	SEV	ISSUED FOR APPROVAL	<i>SEV</i>

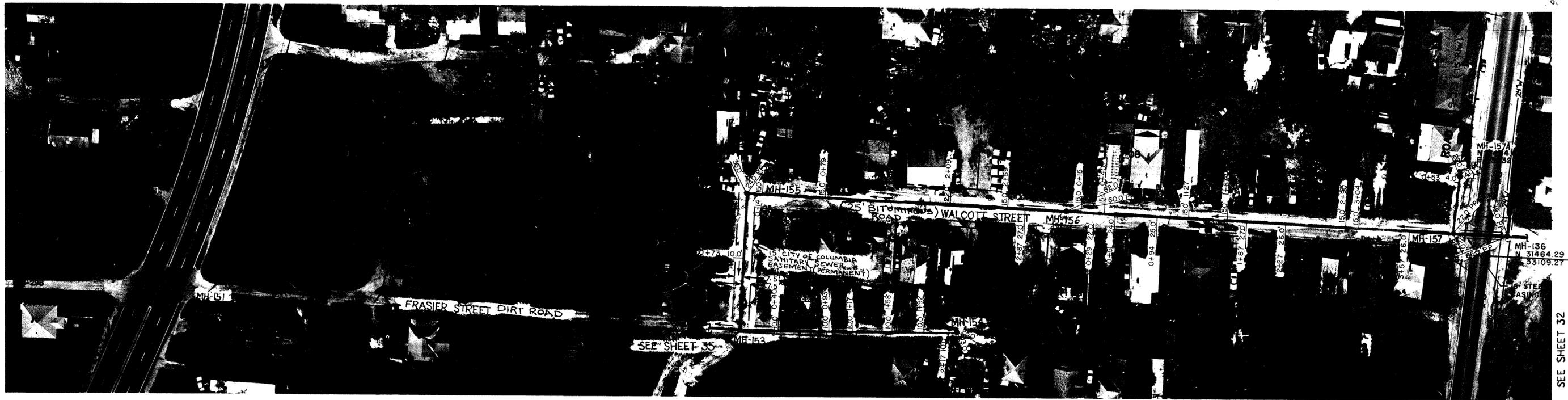


**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

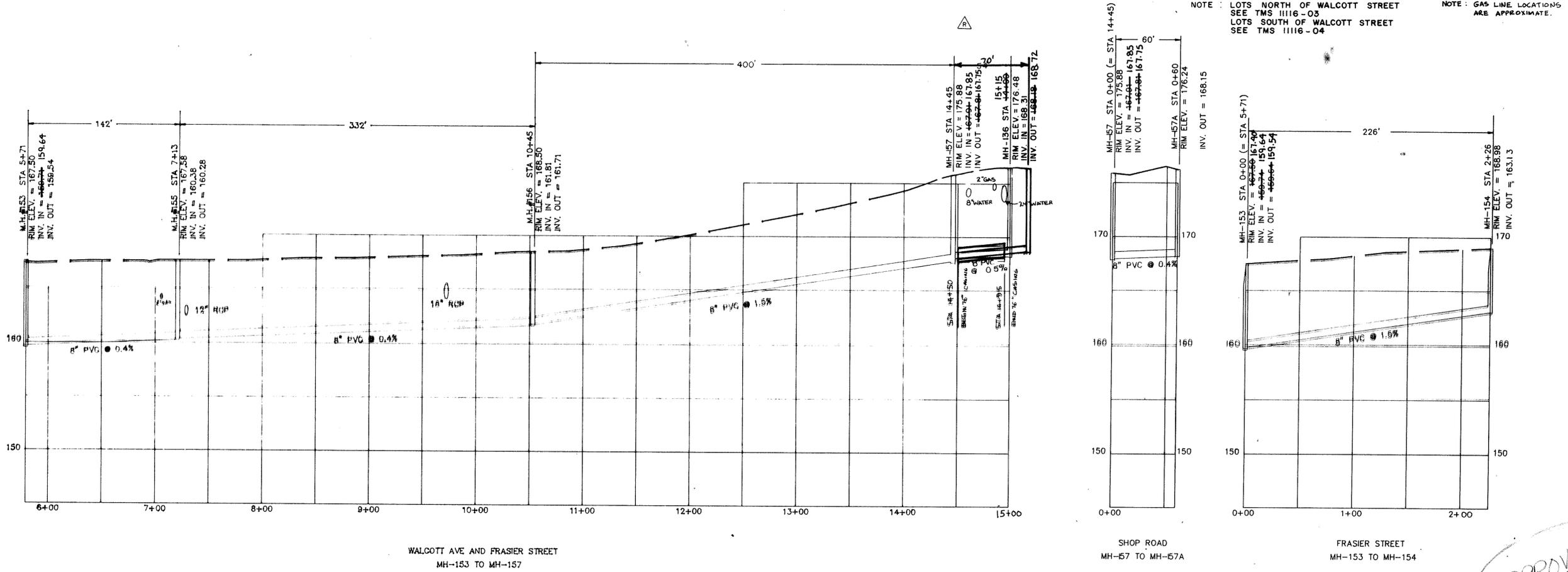
SEWER PLAN & PROFILE  
BLUFF ROAD

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

DATE: 9/18/89  
SCALE: HORIZ 1"=50'  
VERT 1"=5'  
SHEET NO: 88036-27  
JOB NO: 180-110



SEE SHEET 32



NOTE: LOTS NORTH OF WALCOTT STREET SEE TMS 11116-03 LOTS SOUTH OF WALCOTT STREET SEE TMS 11116-04

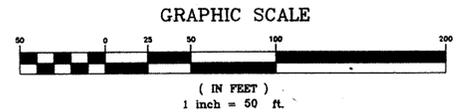
NOTE: GAS LINE LOCATIONS ARE APPROXIMATE.

WALCOTT AVE AND FRASIER STREET  
MH-153 TO MH-157

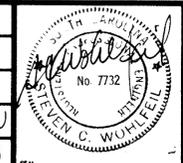
SHOP ROAD  
MH-157 TO MH-157A

FRASIER STREET  
MH-153 TO MH-154

APPROVED



REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	6/16/90	GLB	ISSUED FOR APPROVAL	
0	7/18/88	SEV	ISSUED FOR APPROVAL	



RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

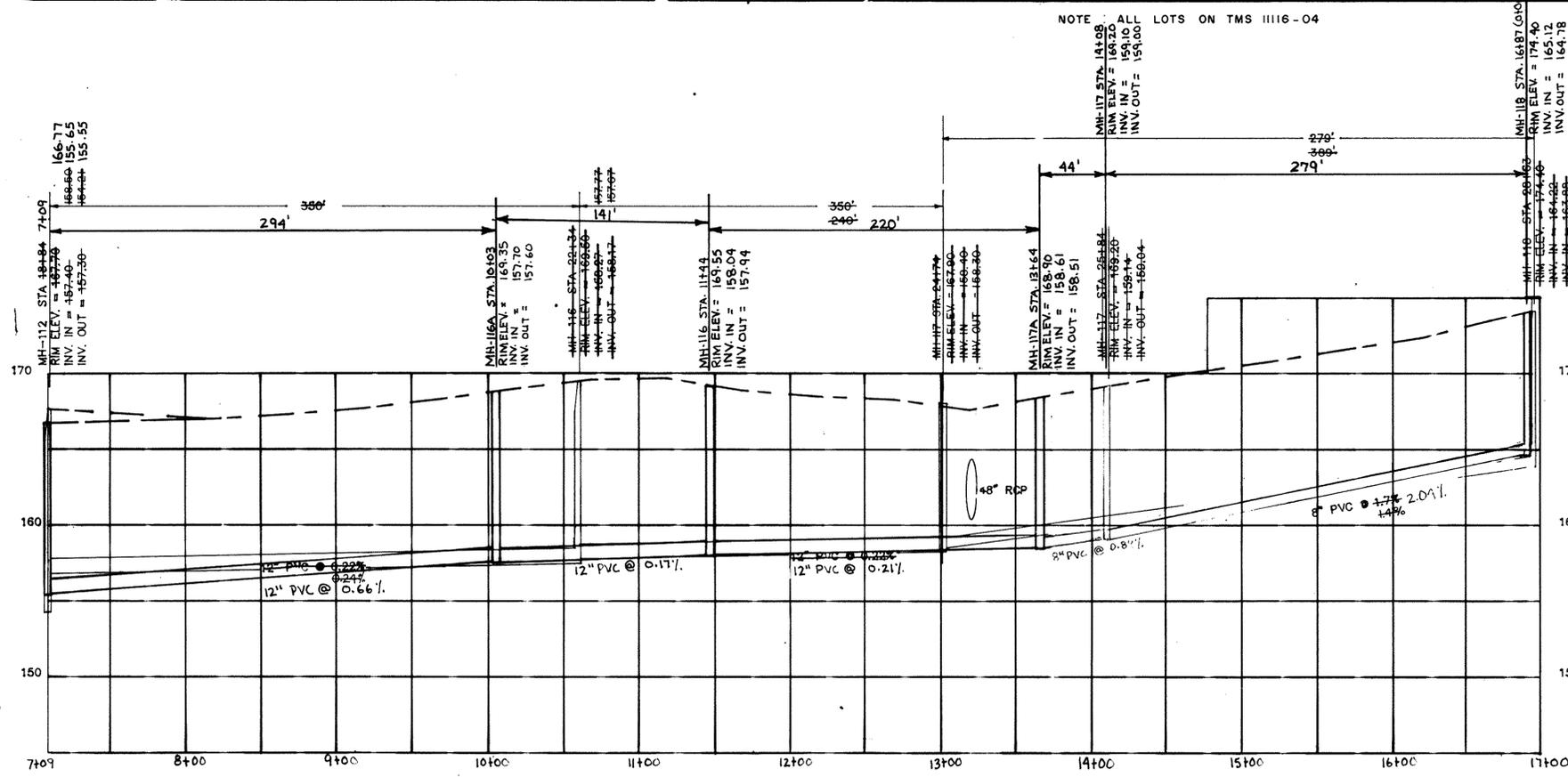
SEWER PLAN & PROFILE  
FRASIER STREET

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

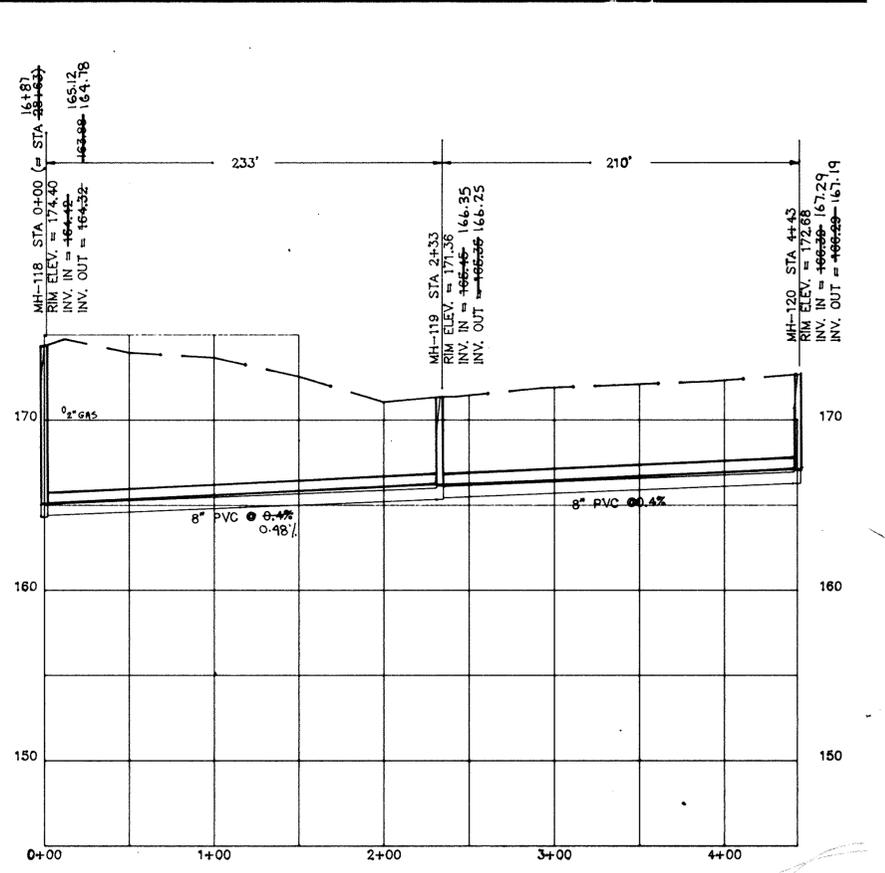
MCA/CAO: [ ]  
SEV/MCH: [ ]  
SCW: [ ]  
ATR/IZ: [ ]  
MOR: [ ]  
MKT: [ ]  
SCALE: [ ]  
DATE: 1/18/89  
NO. 88036-56  
SHEET 1 OF 2



NOTE ALL LOTS ON TMS 11116-04



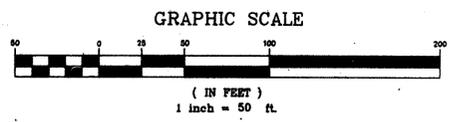
BATES STREET  
MH-112 TO MH-118



OFF BATES STREET  
MH-118 TO MH-120

INSTALLED BY OTHERS

APPROVED

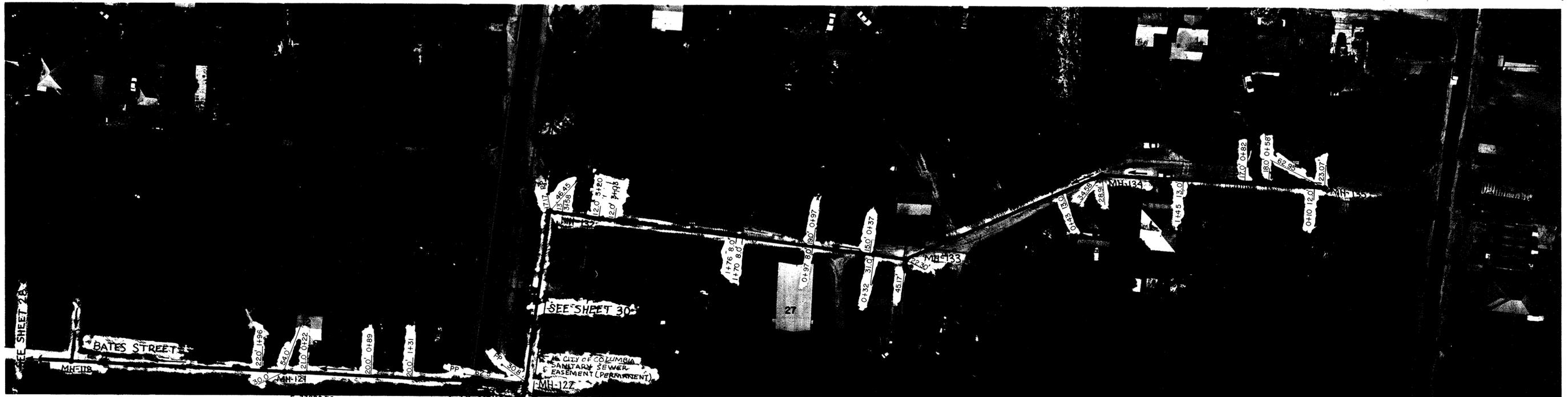


REV.	DATE	BY	DESCRIPTION	APP.
5		TCW	REVISED PER COMMENTS	
4	5/15/95	TCW	RECORD DRAWING	
3	12/5/95	CEC	REVISED LOCATION, INV. & SIZE MH-112 TO 118	
2	11/9/95	CEC	REVISED INV. MH-112	
1	6/18/90	GLB	ISSUED FOR APPROVAL	
0	9/18/89	SEV	ISSUED FOR APPROVAL	



**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**  
SEWER PLAN & PROFILE  
BATES STREET

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA  
MCM/CMO: [ ] REV/MON: [ ] DWN: [ ] AT/AT: [ ]  
DATE: 9/18/95 SCALE: 1"=50' 88036-28

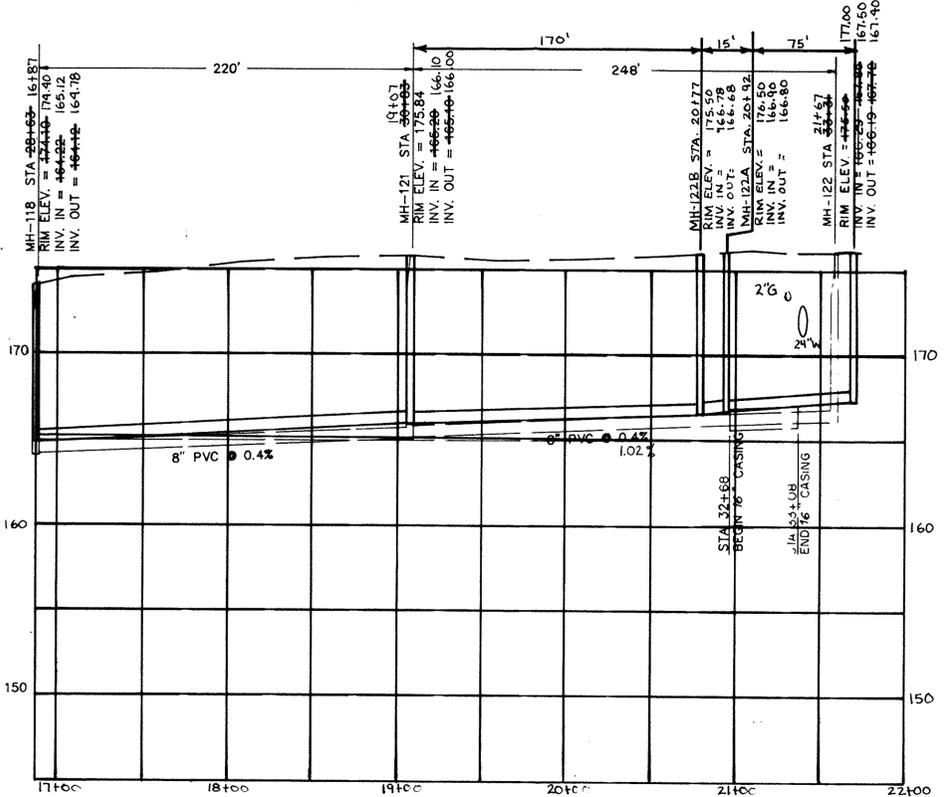


NOTE: LOTS SW OF SHOP RD.  
SEE TMS 11116-04

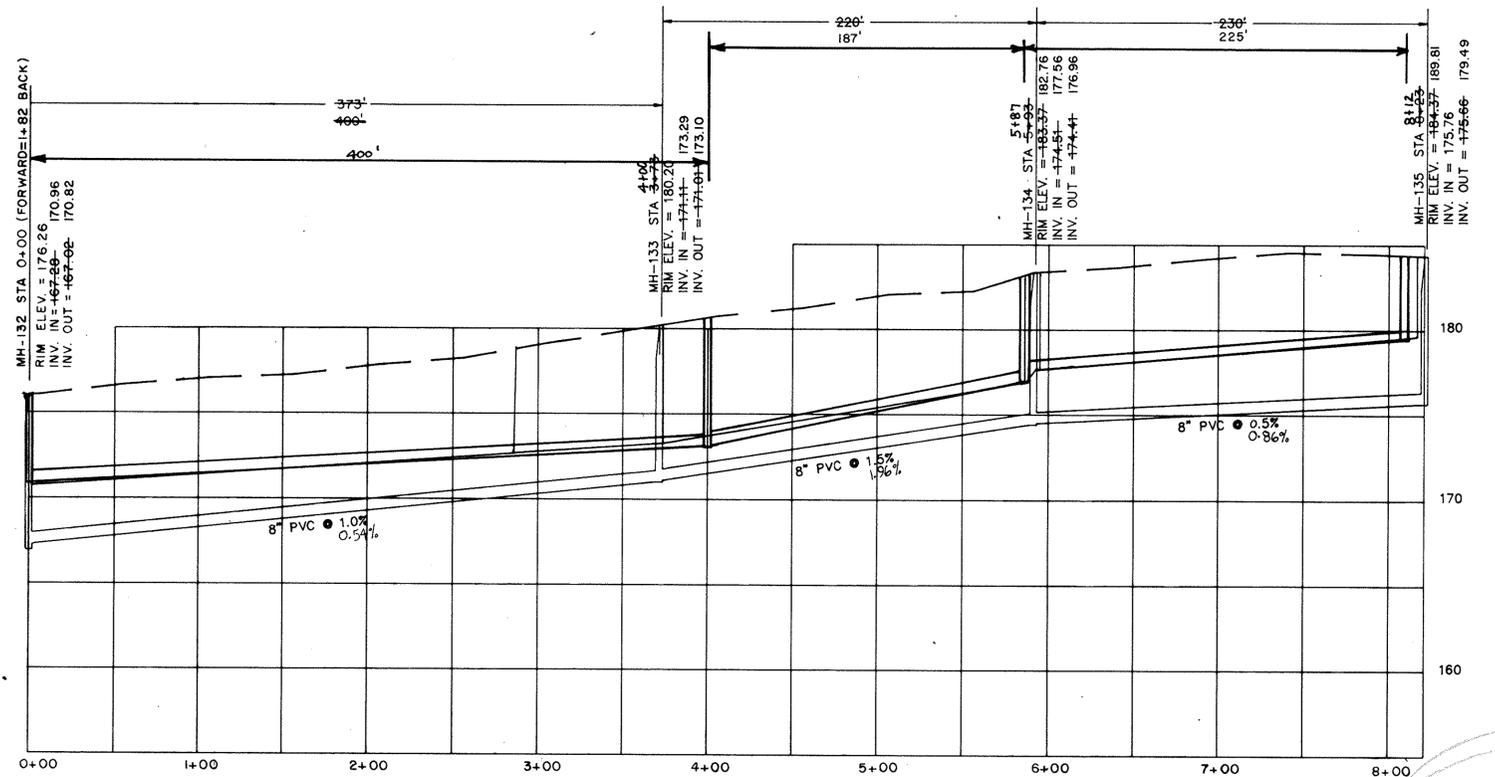
40" - 16" DIA.  
STEEL CASING

SEE SHEET 30

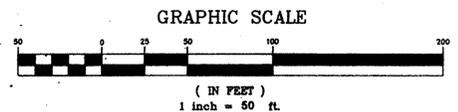
NOTE: LOTS NE OF SHOP RD.  
SEE TMS 13701-04



BATES STREET  
MH-118 TO MH-122



TOLLIVER ST.  
MH-132 TO MH-135



APPROVED

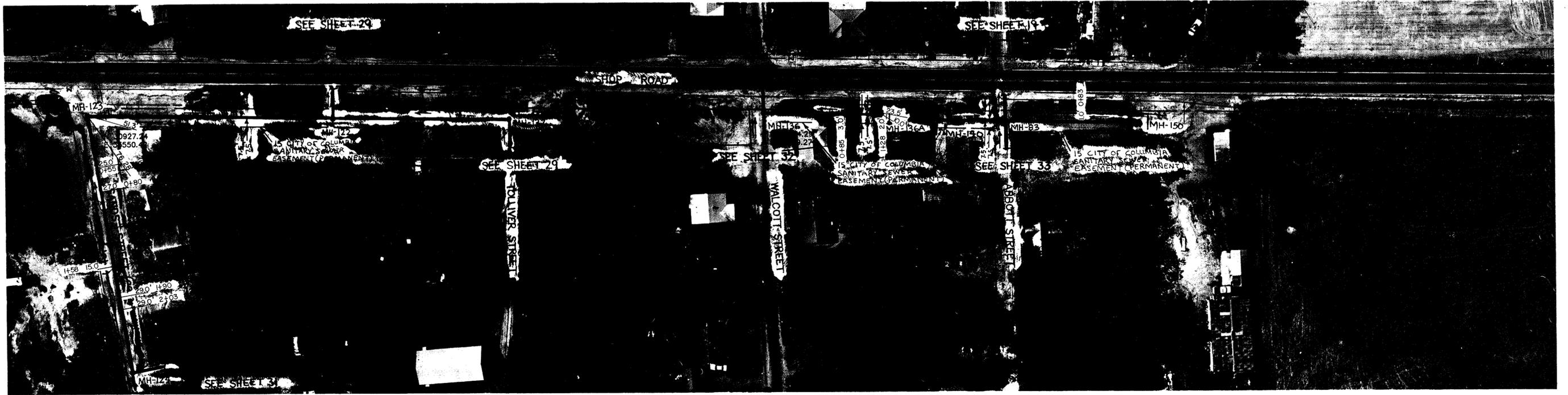
3	TCW	REVISED PER COMMENTS	
1	TCW	RECORD DRAWING	
1	GLB	ISSUED FOR APPROVAL	
0	SEV	ISSUED FOR APPROVAL	
REV.	DATE	BY	DESCRIPTION
REVISION			

SOUTH CAROLINA  
No 7732  
STEVEN G. WOHLFEL  
REGISTERED PROFESSIONAL ENGINEER

**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PLAN & PROFILE  
TOLLIVER STREET

prime associates, inc. engineers planners surveyors	MCM/CAD 3/18/89	SEV/MCM 3/18/89	SWW 3/18/89	ATR 3/18/89
COLUMBIA SOUTH CAROLINA	DATE	SCALE	88036-29	DATE

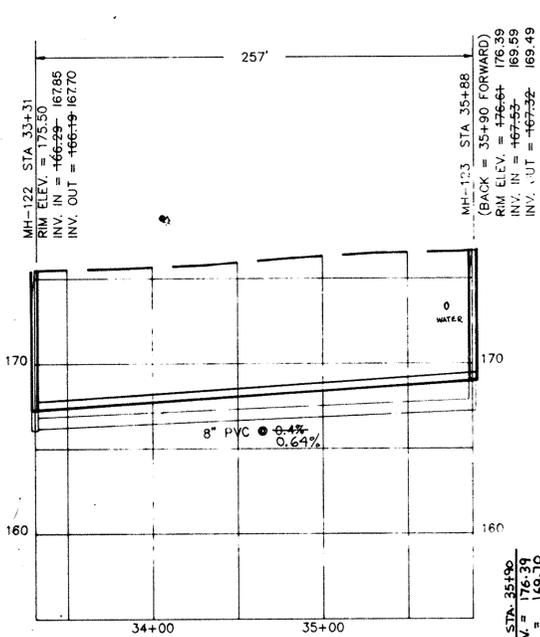


E 33725.19

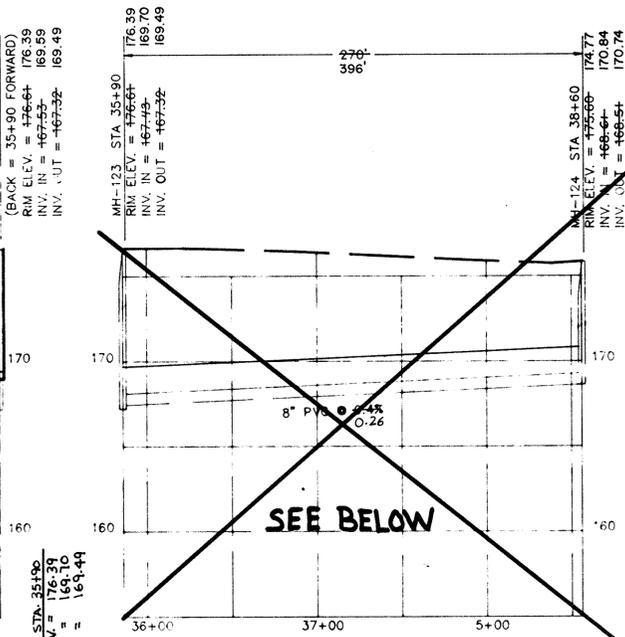
NOTE: ALL LOTS EAST OF WALCOTT ST.  
SEE TMS 13701-04

NOTE: ALL LOTS WEST OF WALCOTT ST.  
SEE TMS 11213

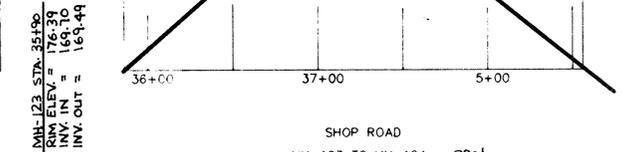
NOTE: DIMENSIONS SHOWN THIS SHEET ARE FROM E.O.P. TO 24" WATERLINE. OTHER WATER AND GAS LOCATIONS ARE APPROXIMATE.



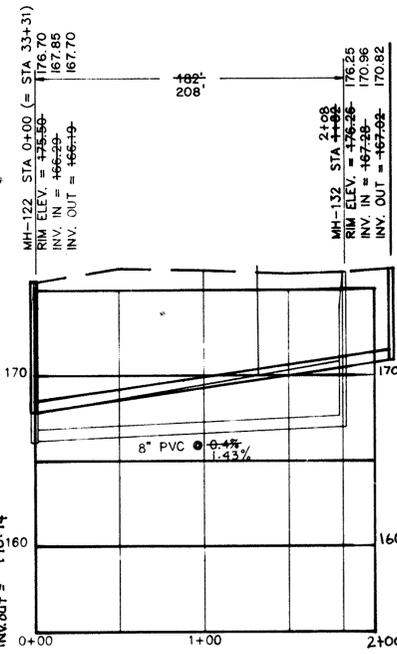
SHOP ROAD  
MH-122 TO MH-123



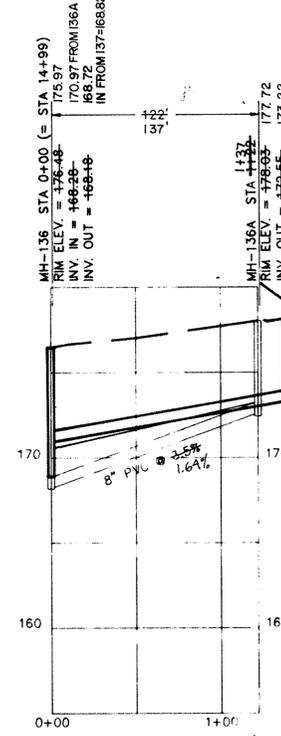
SEE BELOW



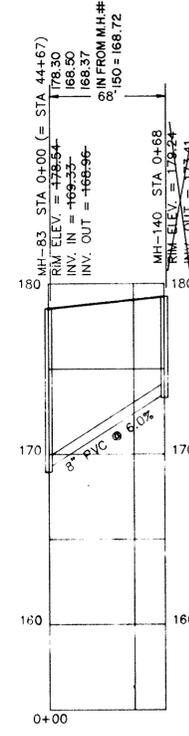
SHOP ROAD  
MH-123 TO MH-124



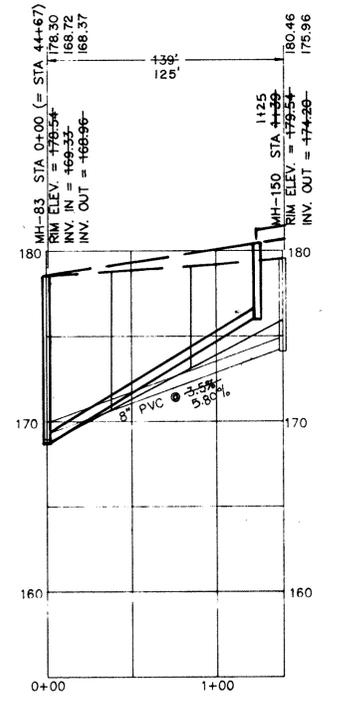
SHOP ROAD  
MH-122 TO MH-132



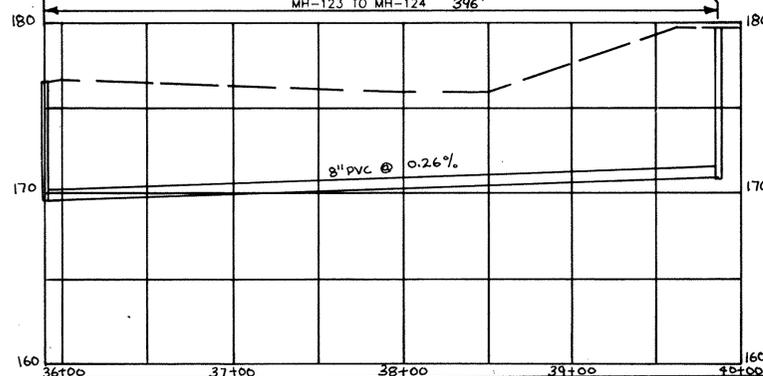
SHOP ROAD  
MH-136 TO MH-136A



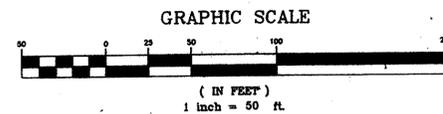
SHOP ROAD  
MH-83 TO MH-140



SHOP ROAD  
MH-83 TO MH-150

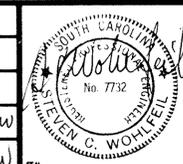


SHOP ROAD  
MH-123 TO MH-124



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	6/18/90	G.L.B.	ISSUED FOR APPROVAL	
0	7/18/89	SEV	ISSUED FOR APPROVAL	
REVISION				



**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

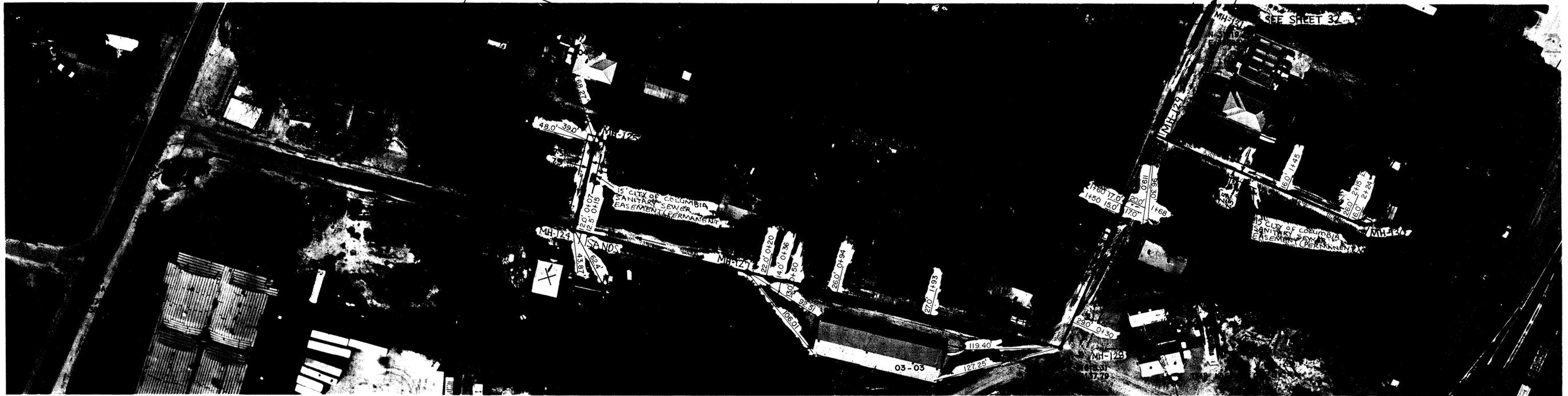
SEWER PLAN & PROFILE  
SHOP ROAD

prime associates, inc.  
engineers planners surveyors

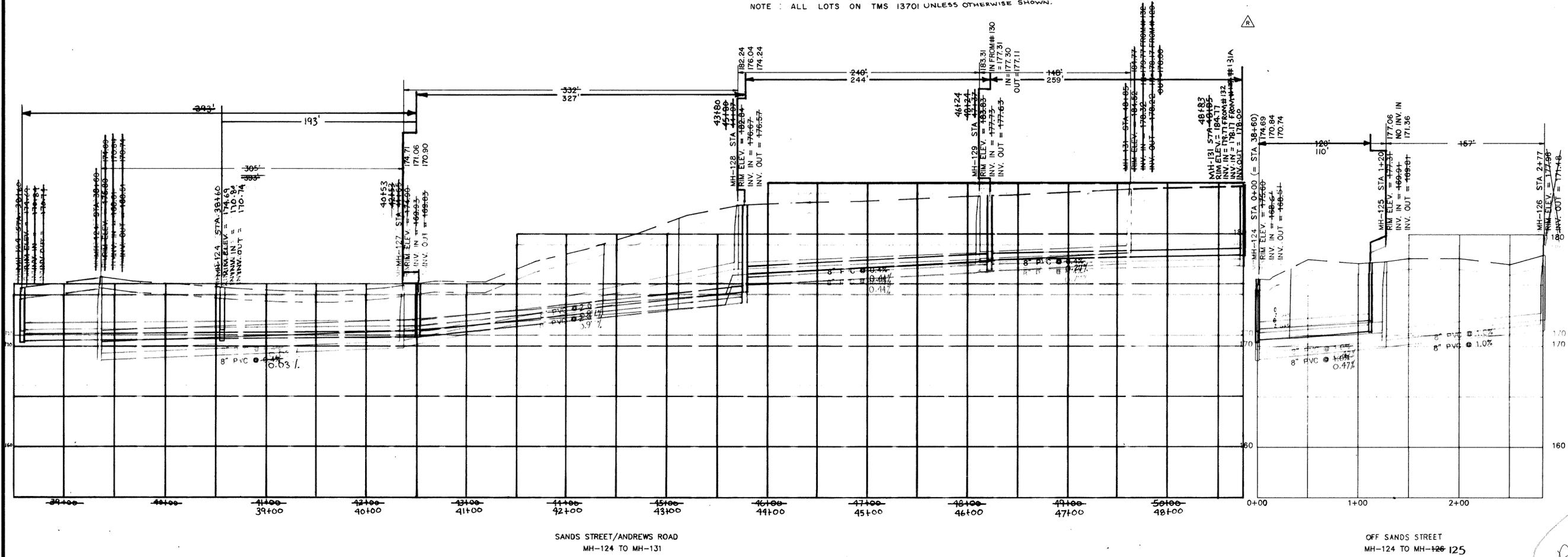
COLUMBIA SOUTH CAROLINA

DATE: 7/18/89  
SCALE: 1"=50'

88036-30



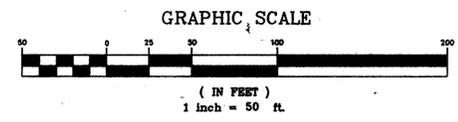
NOTE: ALL LOTS ON TMS 13701 UNLESS OTHERWISE SHOWN.



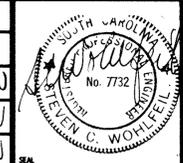
SANDS STREET/ANDREWS ROAD  
MH-124 TO MH-131

OFF SANDS STREET  
MH-124 TO MH-126 125

APPROVED



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	3/19/91	MCM	REVISED TIE-IN AT MH-25	sw
1	6/18/90	GLB	ISSUED FOR APPROVAL	sw
0	9/18/89	SEV	ISSUED FOR APPROVAL	sw



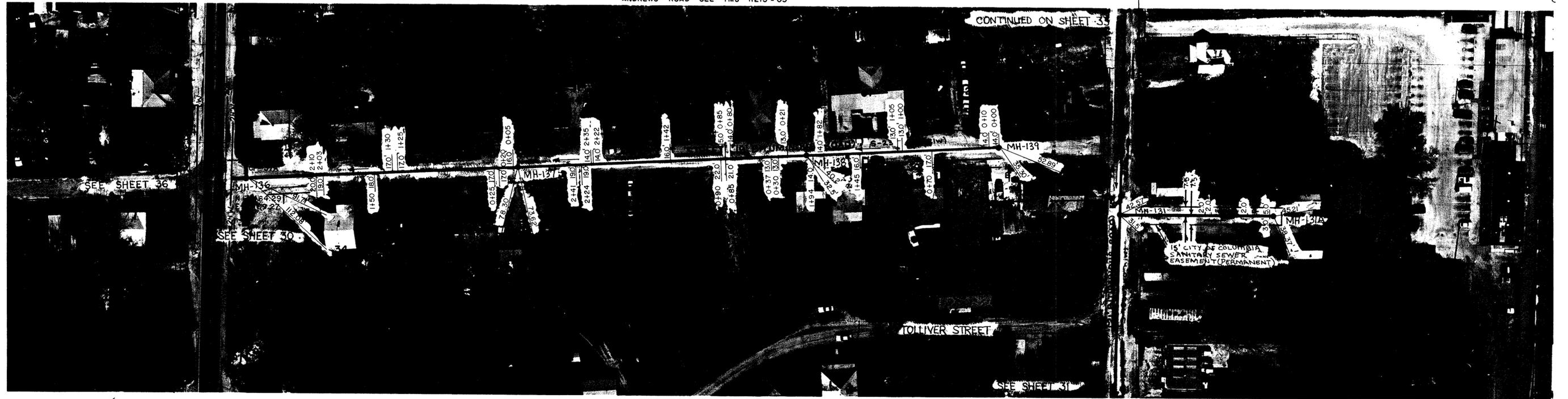
RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE  
SANDS STREET

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

MCM/CAD	SEV/MCM	sw	ATSDS
9/18/89	9/18/89	88036-31	

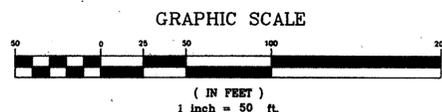
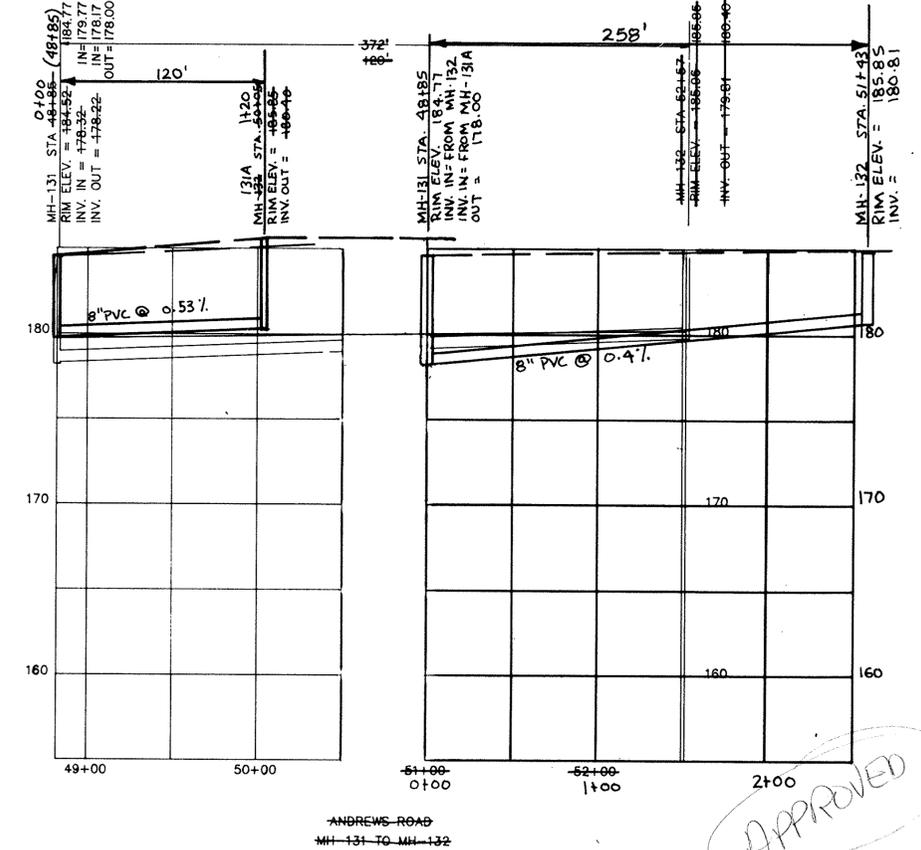
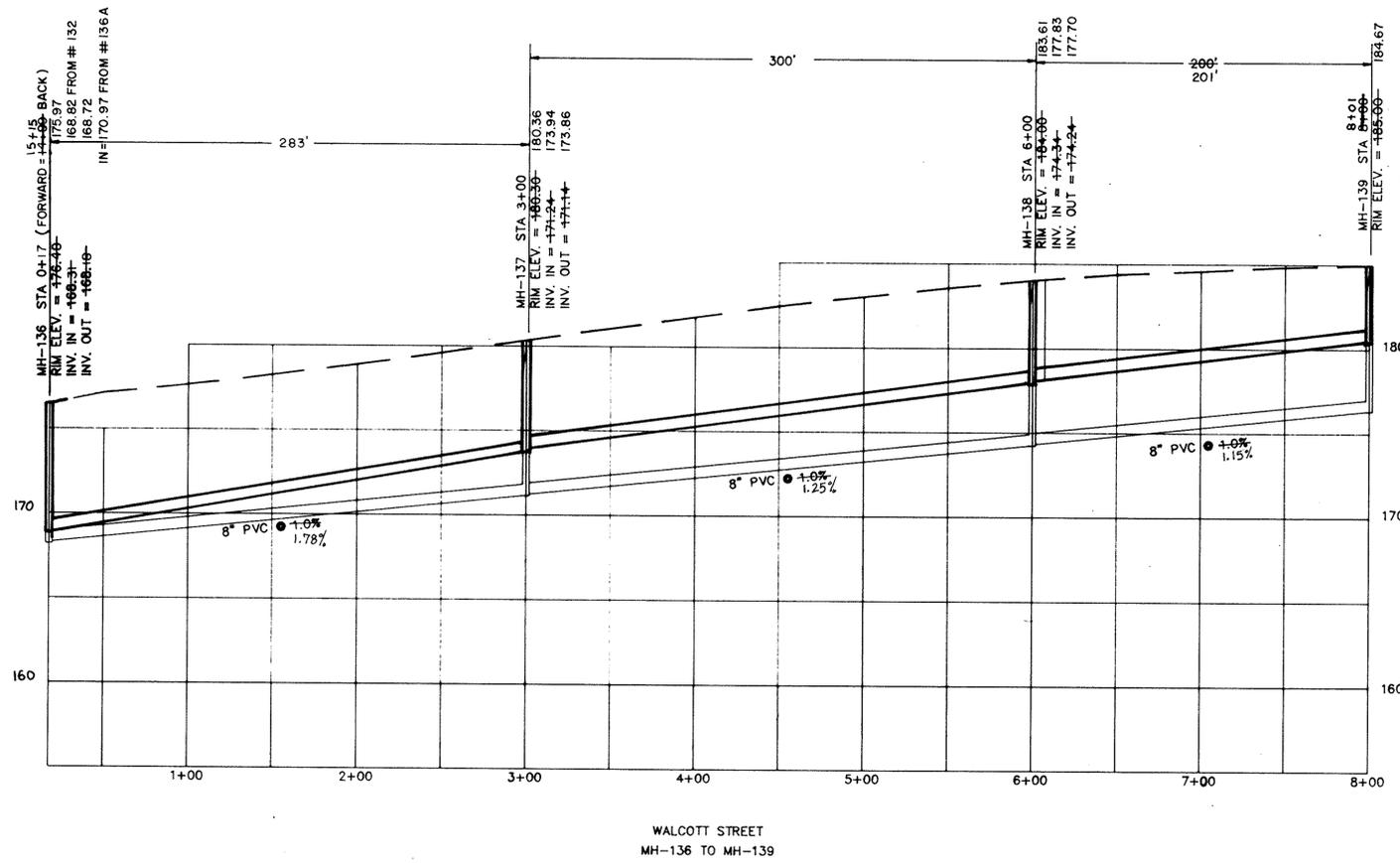
NOTE: ALL LOTS NORTH OF WALCOTT ST. & WEST OF ANDREWS ROAD SEE TMS 11213-03



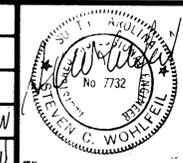
NOTE: ALL LOTS SOUTH OF WALCOTT ST. OR EAST OF ANDREWS ROAD SEE TMS 13701-04

N 31919.49  
E 33893.62

NOTE: GAS LINE LOCATIONS ARE APPROXIMATE.



REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	6/18/90	GLB	ISSUED FOR APPROVAL	
0	7/18/89	SEV	ISSUED FOR APPROVAL	



**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PLAN & PROFILE  
WALCOTT STREET

prime associates, inc.  
engineers planners' surveyors  
COLUMBIA SOUTH CAROLINA

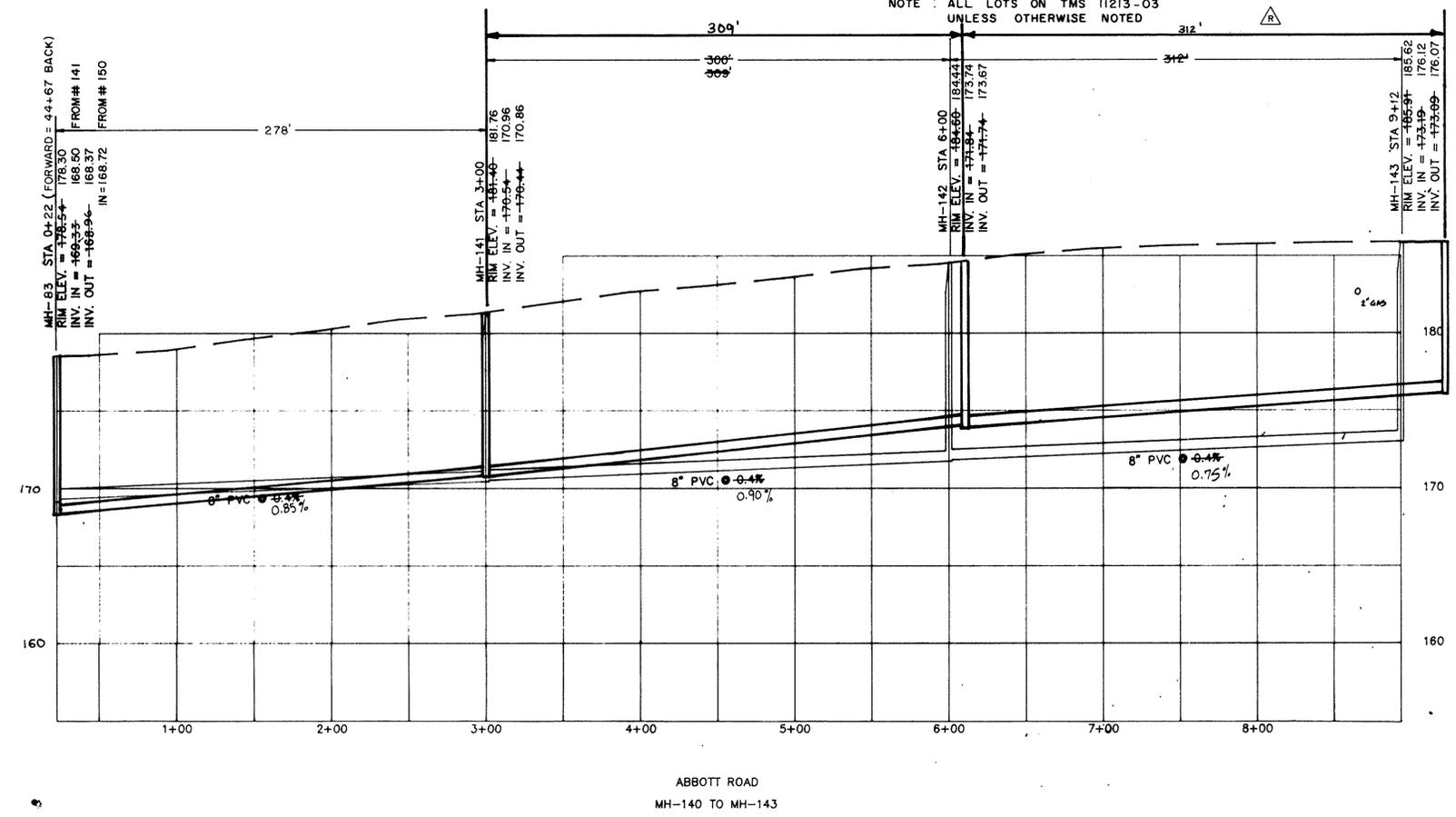
APPROVED



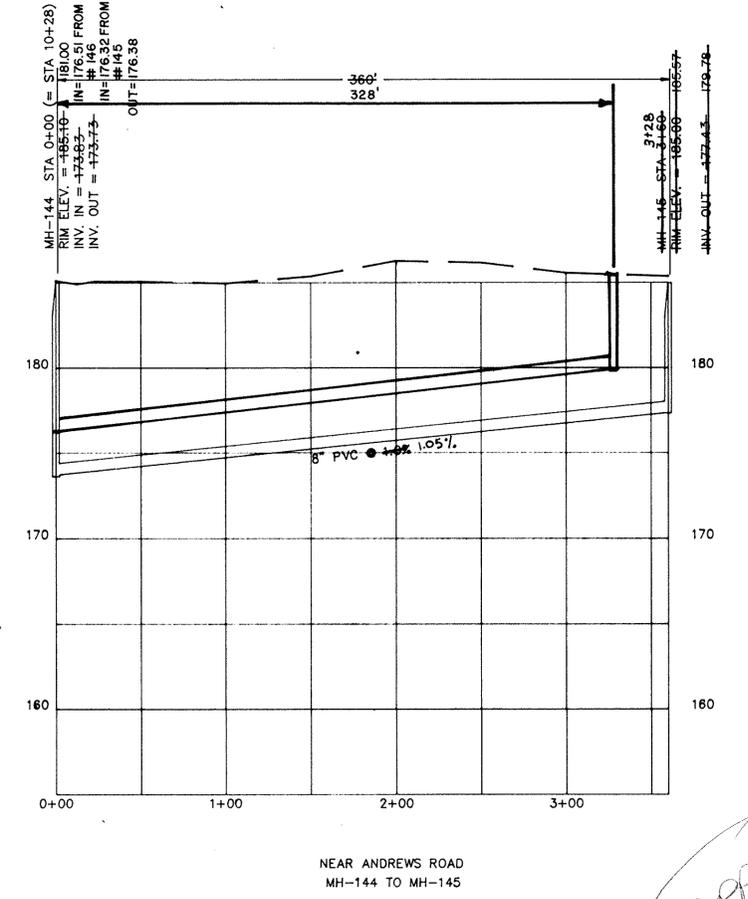
NOTE: ALL LOTS ON TMS 11213-03 UNLESS OTHERWISE NOTED

CONTINUED ON SHEET 32

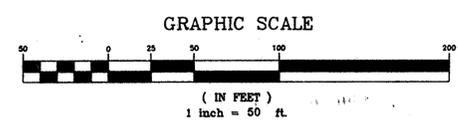
NOTE: GAS LINE LOCATIONS ARE APPROXIMATE.



ABBOTT ROAD  
MH-140 TO MH-143



NEAR ANDREWS ROAD  
MH-144 TO MH-145



APPROVED

3		TCW	REVISED PER COMMENTS	
5/15/95		TCW	RECORD DRAWING	
6/18/96		GLB	ISSUED FOR APPROVAL	AW
9/18/99		SEV	ISSUED FOR APPROVAL	AW
REV.	DATE	BY	DESCRIPTION	APP.
REVISION				

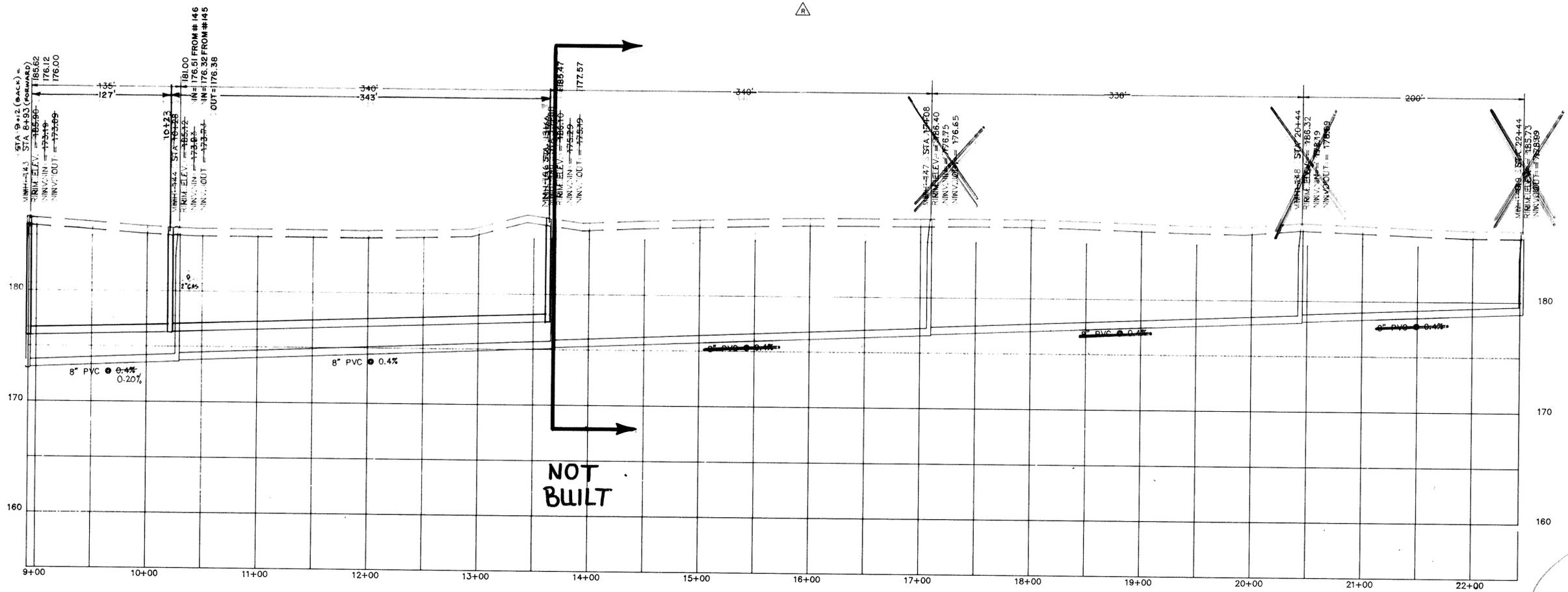
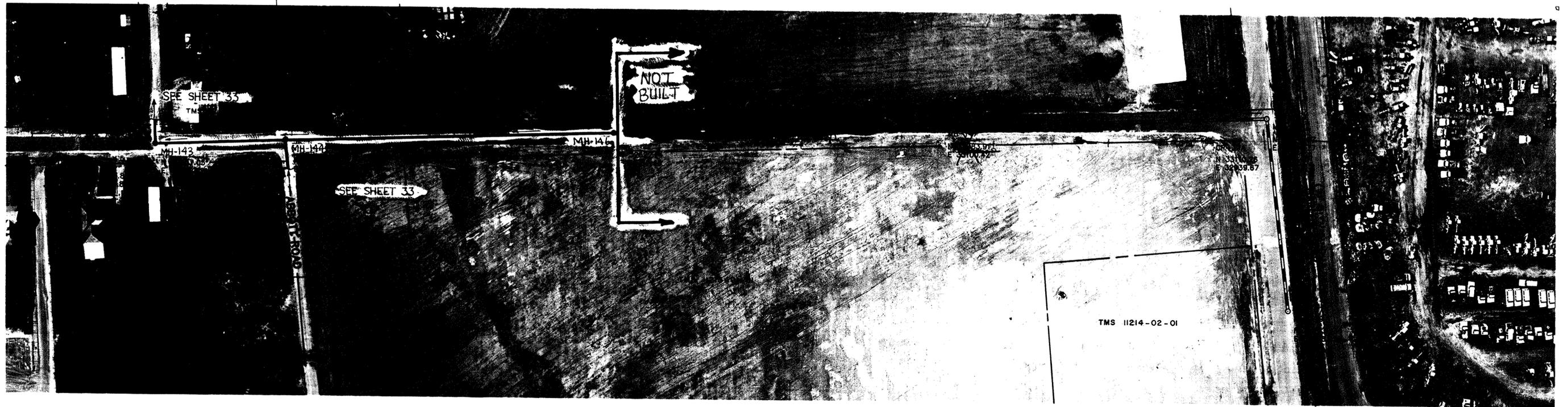
STEVEN G. WOHLFEIL  
No. 7732  
SOUTH CAROLINA

**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

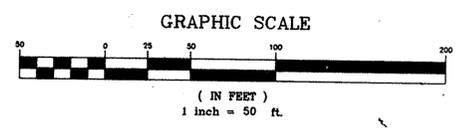
SEWER PLAN & PROFILE  
ABBOTT ROAD

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

NOV/CAD	REV/ACM	SCW	AT&MS
DATE	DATE	DATE	DATE
9/18/99	11/18/99	88036-33	REV. NO.



ANDREWS ROAD  
MH-143 TO MH-149



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
3		TCW	REVISED PER COMMENTS	
2	5/15/95	TCW	RECORD DRAWING	
1	6/18/90	GLB	ISSUED FOR APPROVAL	
0	9/18/89	SEV	ISSUED FOR APPROVAL	

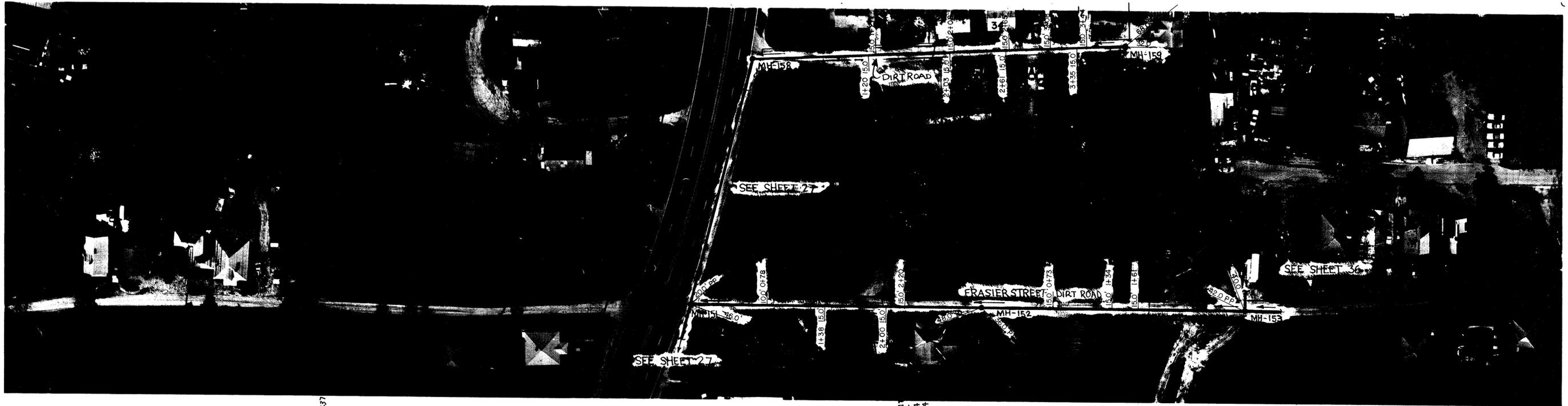


RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

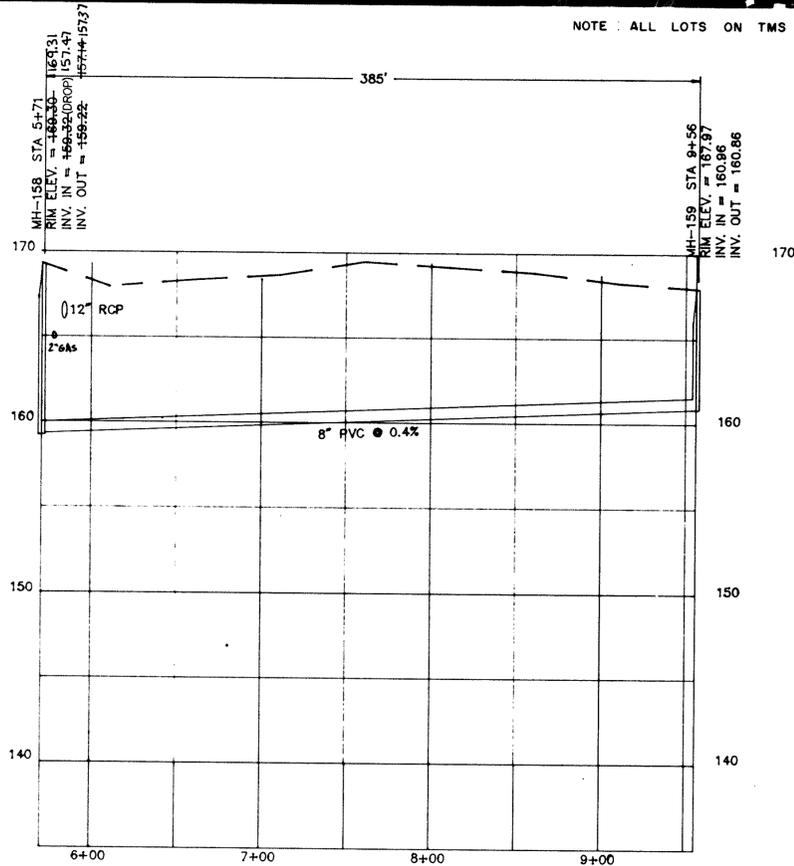
SEWER PLAN & PROFILE  
ANDREWS ROAD

**prime associates, inc.**  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

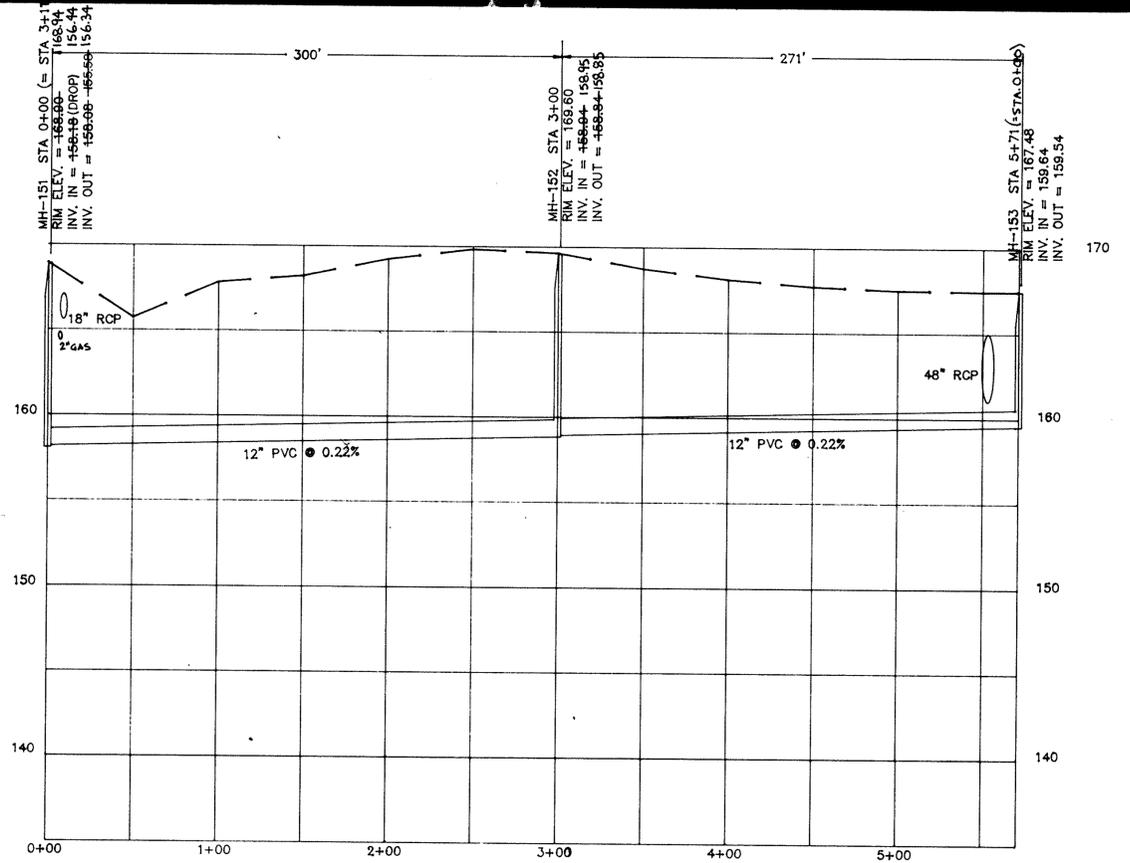
MOM/CAD	SEV/MOM	SEW	ATANDRESA
9/18/89	HOR 1"=20'	88036-34	
DATE	VERT 1"=5'	FILE NO.	REVISED



NOTE: ALL LOTS ON TMS 11116-03.



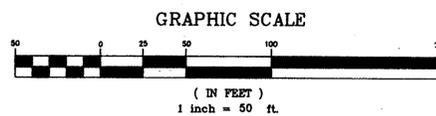
OFF BLUFF ROAD  
MH-158 TO MH-159



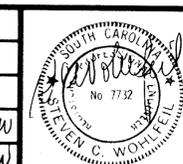
FRASIER STREET  
MH-151 TO MH-153

INSTALLED BY OTHERS

APPROVED



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	11/9/94	CEC	REVISED INVERT MH #'S 151 & 158	
1	6/16/90	GLB	ISSUED FOR APPROVAL	SW
0	9/18/89	SEV	ISSUED FOR APPROVAL	SW
REVISION				



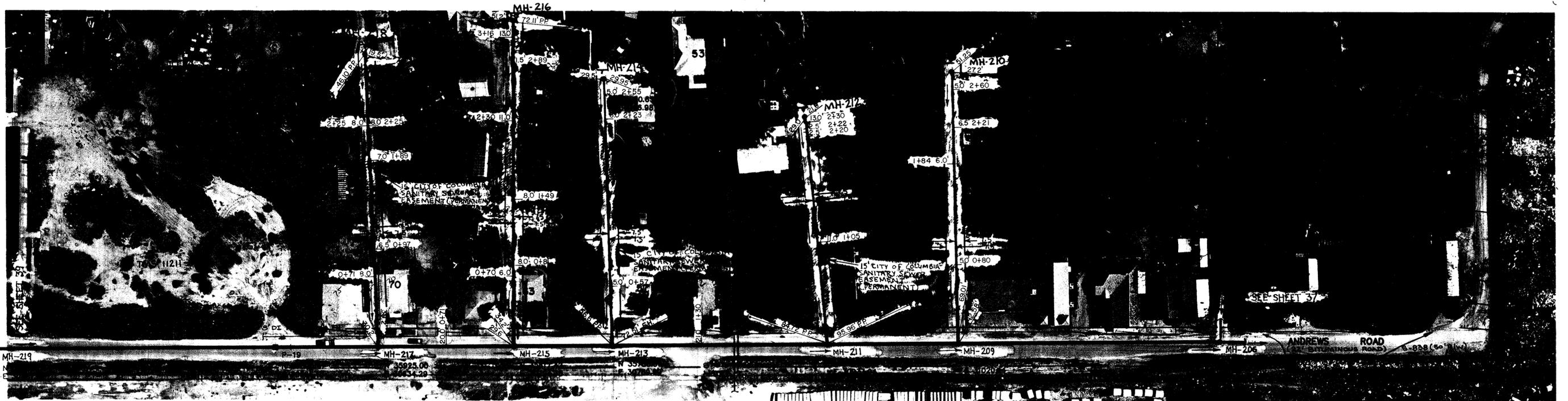
**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PLAN & PROFILE  
FRASIER STREET

prime associates, inc.  
engineers, planners, surveyors  
COLUMBIA SOUTH CAROLINA

DATE	9/18/89	SCALE	1"=50'
DRAWN	TCW	CHECK	TCW
DESIGN	TCW	DATE	88036-35

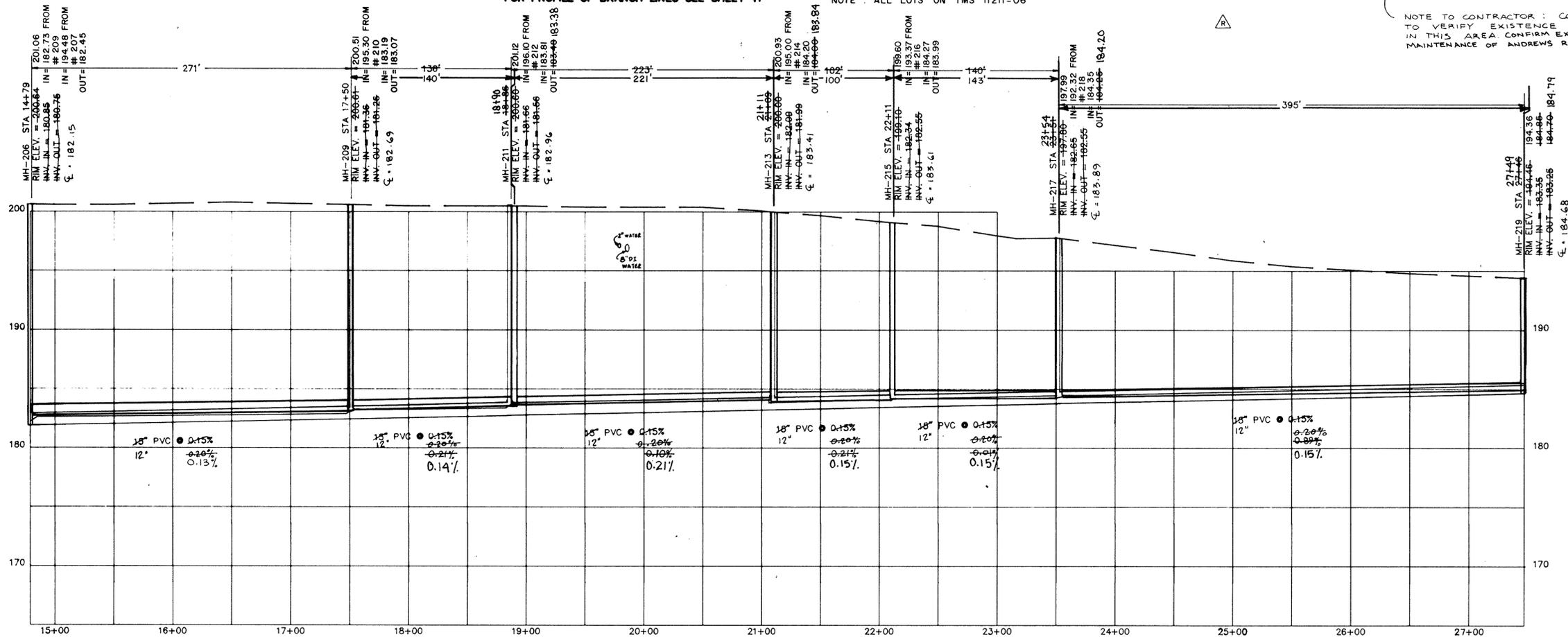




FOR PROFILE OF BRANCH LINES SEE SHEET 41

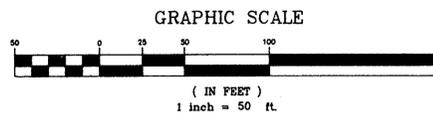
NOTE: ALL LOTS ON TMS 11211-06

NOTE TO CONTRACTOR: CONTACT CITY ENGINEER TO VERIFY EXISTENCE OF WATER LINE IN THIS AREA CONFIRM EXTENT OF STATE MAINTENANCE OF ANDREWS ROAD WITH SCDOT.

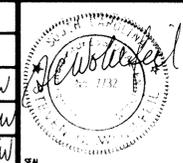


APPROVED

ANDREWS ROAD  
MH-206 TO MH-219



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	6/10/95	MCM	REVISED PIPE SIZE	
1	6/18/95	GLB	ISSUED FOR APPROVAL	
0	9/18/89	SEV	ISSUED FOR APPROVAL	

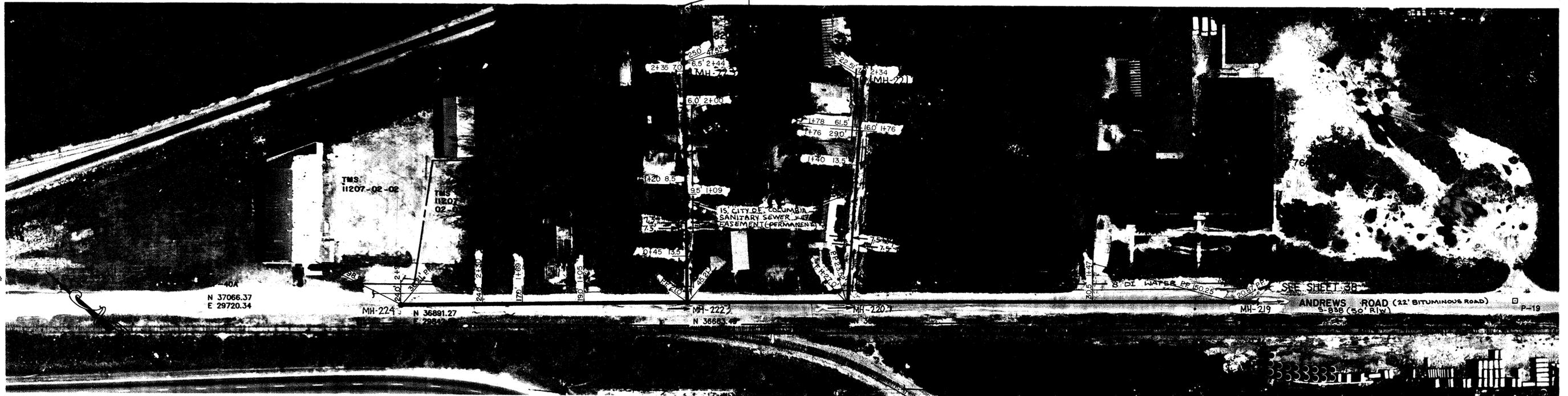


RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

SEWER PLAN & PROFILE  
ANDREWS ROAD

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

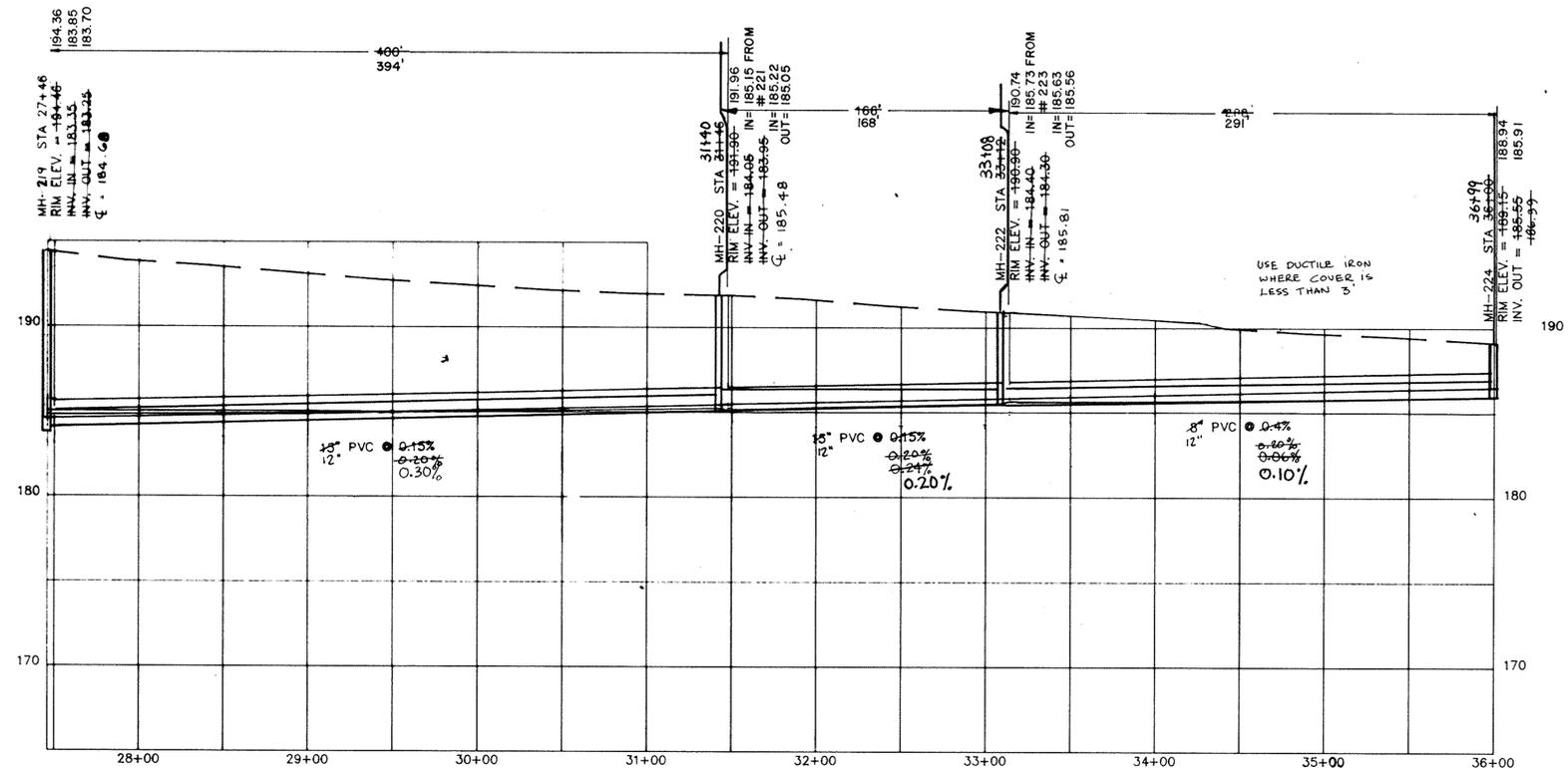
88036-38  
DATE 9/18/95  
SCALE 1"=50'



FOR PROFILES OF BRANCH LINES SEE SHEET 40

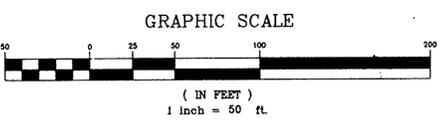
NOTE: ALL LOTS ON TMS 11211-06 UNLESS OTHERWISE NOTED

NOTE: CONFIRM EXTENT OF STATE MAINTENANCE OF ANDREWS ROAD WITH SCDPRT.



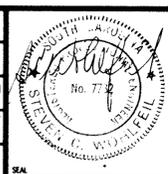
USE DUCTILE IRON WHERE COVER IS LESS THAN 3'

ANDREWS ROAD  
MH-219 TO MH-224



APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	6/18/91	MCM	REVISED PIPE SIZE.	
1	6/18/90	GLB	ISSUED FOR APPROVAL	
0	9/18/89	SEV	ISSUED FOR APPROVAL	

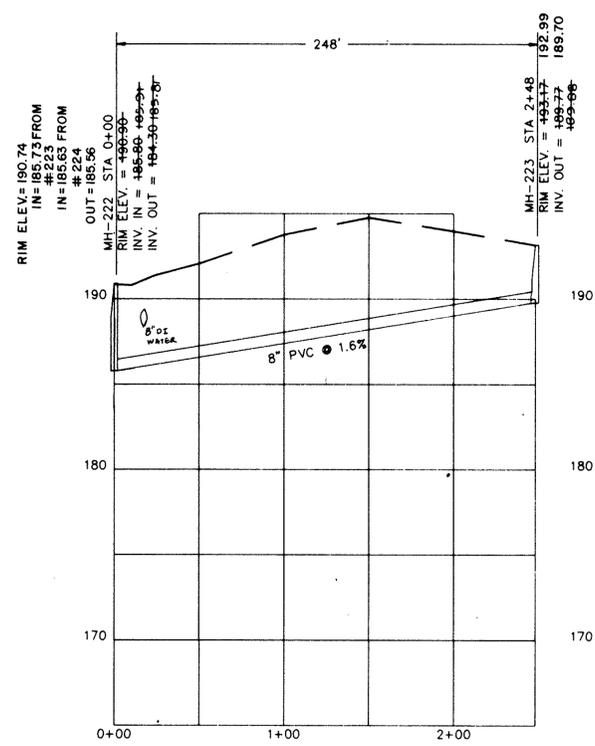


**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

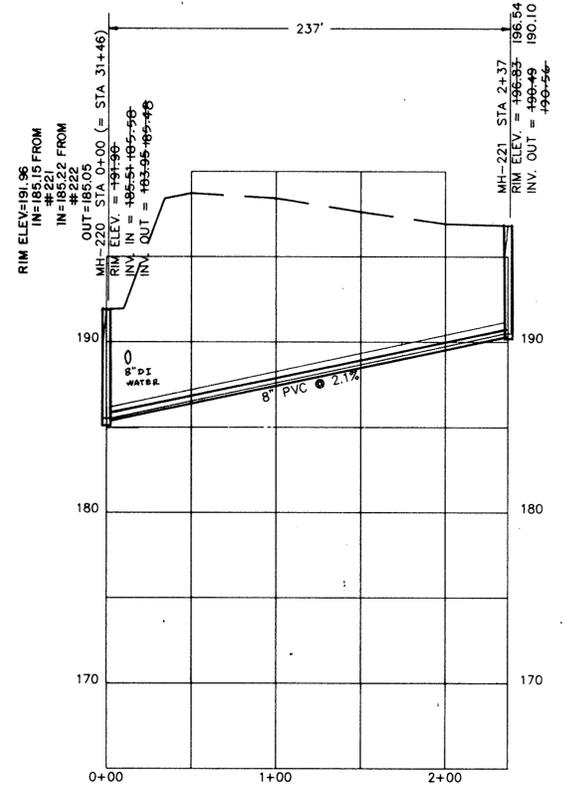
SEWER PLAN & PROFILE  
ANDREWS ROAD

**prime associates, inc.**  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

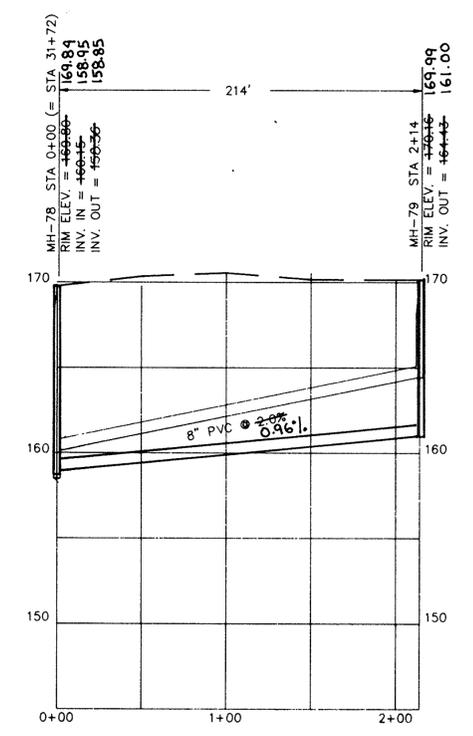
MCM/CAD	SEV/MCM	SCW/ATANDREWS
DATE	DESIGN	FILE
9/18/89	88036-39	
SCALE	DATE	DES. NO.



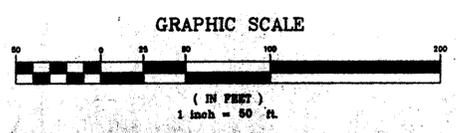
NEAR ANDREWS ROAD  
MH-222 TO MH-223  
SEE SHEET 39 FOR PLAN



NEAR ANDREWS ROAD  
MH-220 TO MH-221  
SEE SHEET 39 FOR PLAN



BLUFF ROAD  
MH-78 TO MH-79  
SEE SHEET 38 FOR PLAN



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/98	TCW	RECORD DRAWING	
2	6/18/91	MCM	REVISED INVERTS MH 220, 221, 222 & 223.	<i>TCW</i>
1	6/18/90	GLB	ISSUED FOR APPROVAL	<i>TCW</i>
0	9/18/89	SEV	ISSUED FOR APPROVAL	<i>TCW</i>



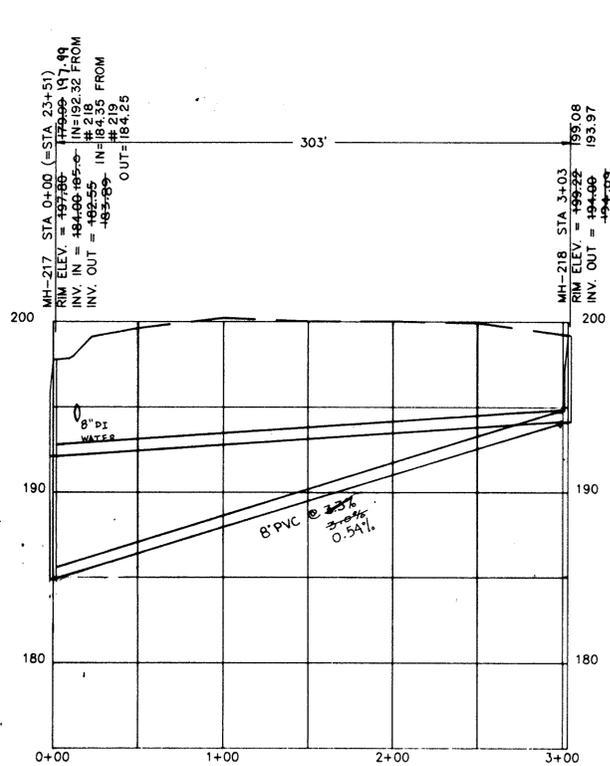
RECORD DRAWING  
ARTHURTOWN SEWER SYSTEM

SEWER PROFILE

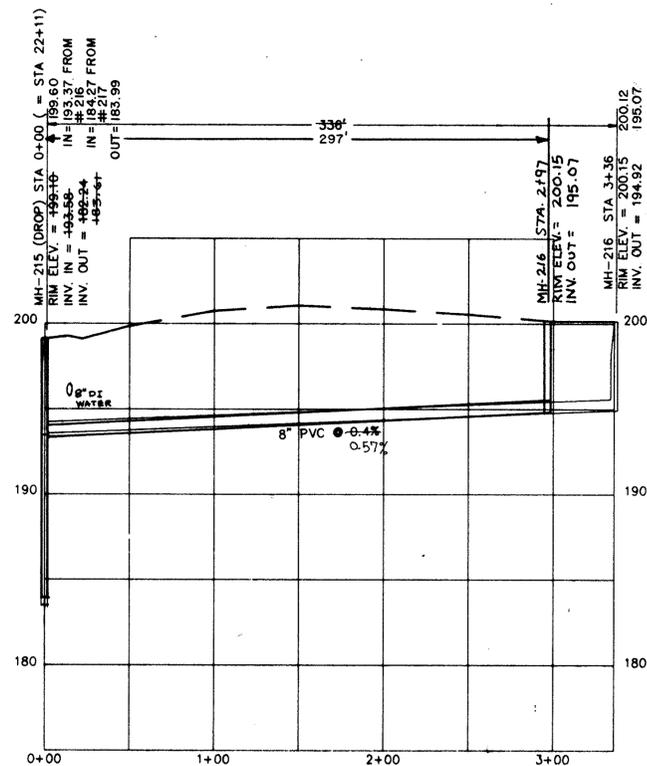
prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

APPROVED

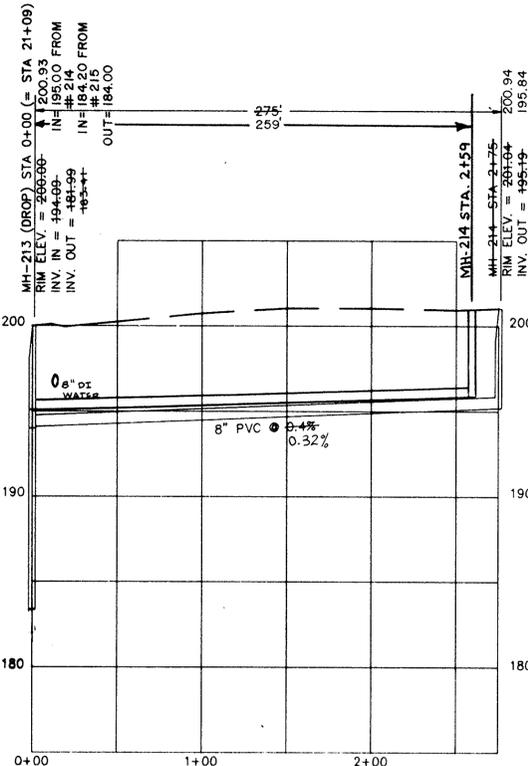
180-16



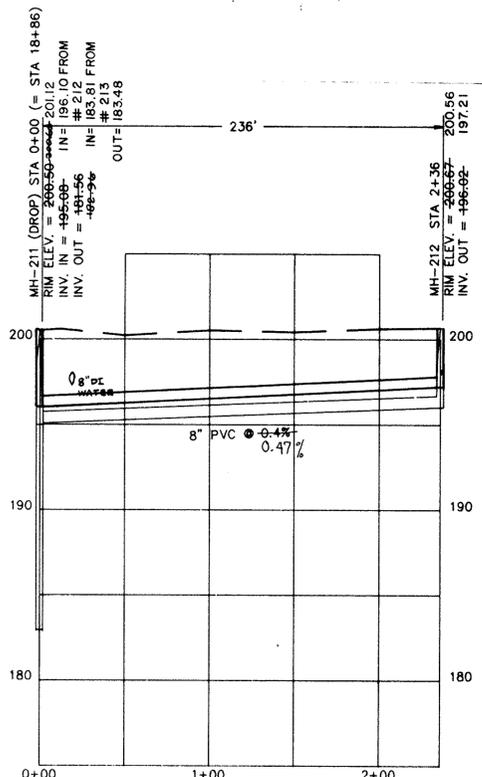
NEAR ANDREWS ROAD  
MH-217 TO MH-218  
SEE SHEET 38 FOR PLAN



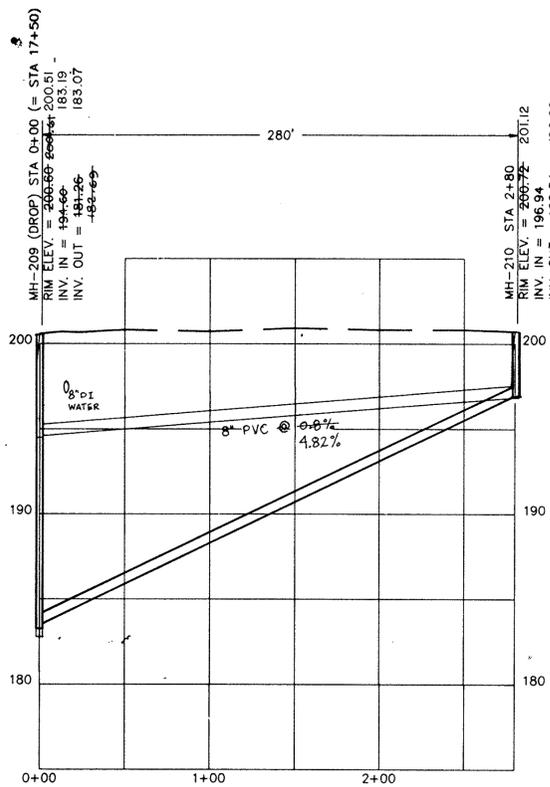
NEAR ANDREWS ROAD  
MH-215 TO MH-216  
SEE SHEET 38 FOR PLAN



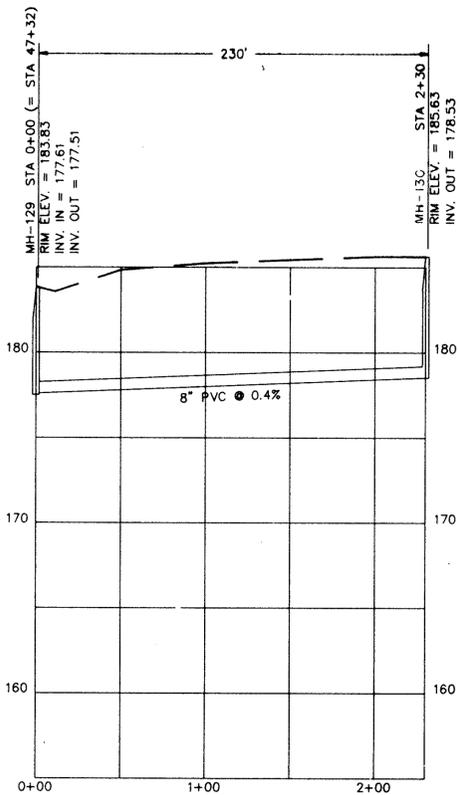
NEAR ANDREWS ROAD  
MH-213 TO MH-214  
SEE SHEET 38 FOR PLAN



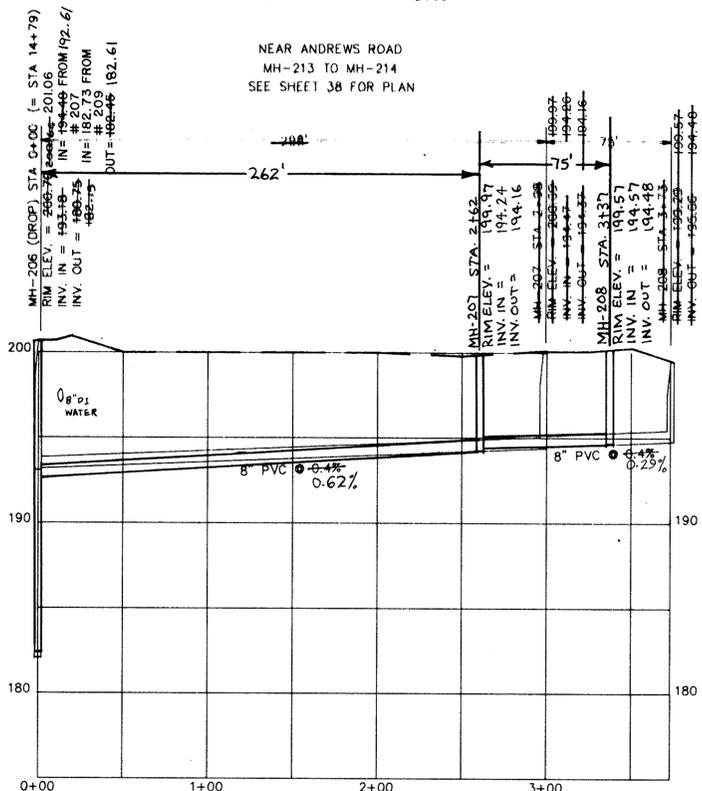
NEAR ANDREWS ROAD  
MH-211 TO MH-212  
SEE SHEET 38 FOR PLAN



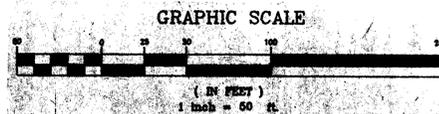
NEAR ANDREWS ROAD  
MH-209 TO MH-210  
SEE SHEET 38 FOR PLAN



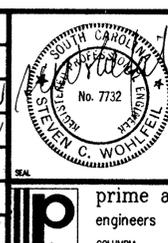
NEAR ANDREWS ROAD  
MH-129 TO MH-130  
SEE SHEET 37 FOR PLAN



NEAR ANDREWS ROAD  
MH-206 TO MH-208  
SEE SHEET 38 FOR PLAN



REV.	DATE	BY	DESCRIPTION	APP.
4		TCW	REVISED PER COMMENTS	
3	5/15/95	TCW	RECORD DRAWING	
2	6/18/91	MCM	REVISED INVERTS MH 206, 209, 211, 213, 215, 217 & 218	<i>TCW</i>
1	6/18/90	GLB	ISSUED FOR APPROVAL	<i>TCW</i>
0	9/18/89	SEV	ISSUED FOR APPROVAL	<i>TCW</i>



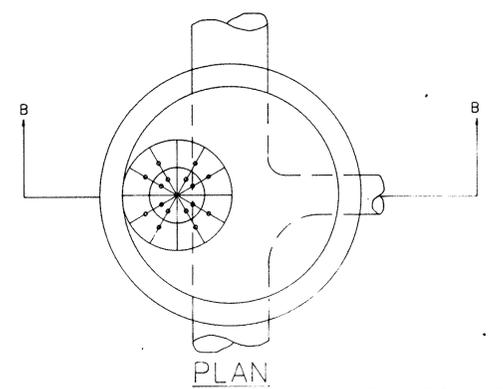
**RECORD DRAWING**  
**ARTHURTOWN SEWER SYSTEM**

SEWER PROFILE

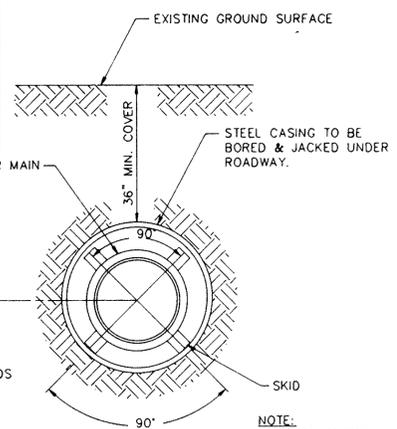
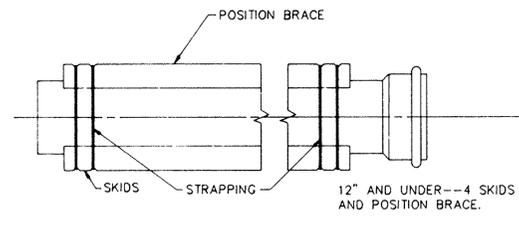
prime associates, inc.  
engineers planners surveyors

88036-41

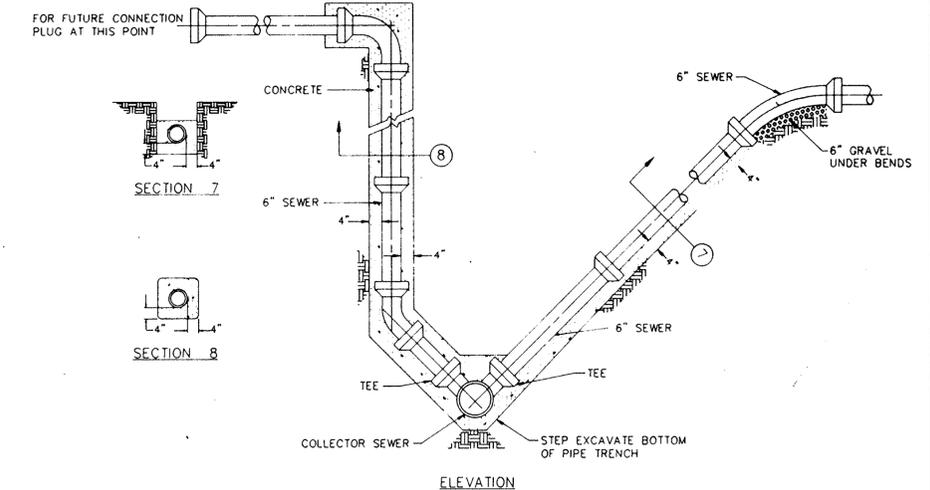
APPROVED



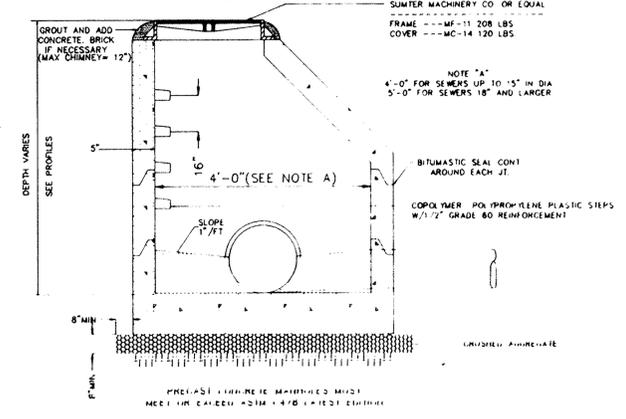
PIPE SIZE (DIAMETER IN INCHES)	CASING SIZE IN INCHES	
	DIAMETER	THICKNESS
4	10	0.188
6	12	0.188
8	16	0.219
10	18	0.250
12	20	0.281
15	24	0.344
18	30	0.406
21	33	0.489
24	36	0.500
27	40	0.500



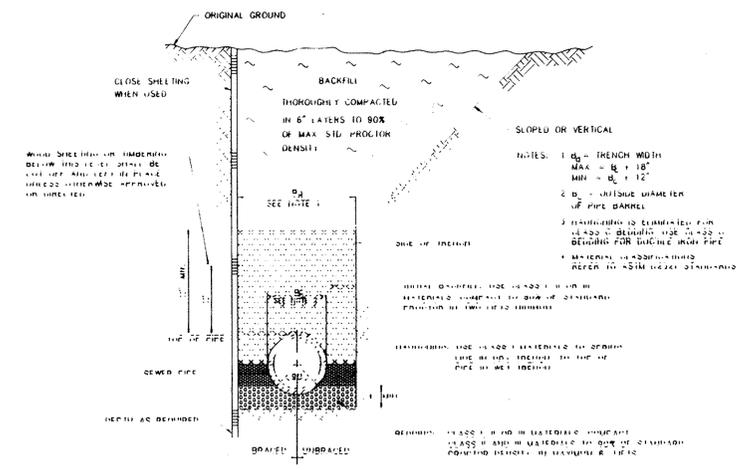
TYPICAL STEEL CASING  
NO SCALE



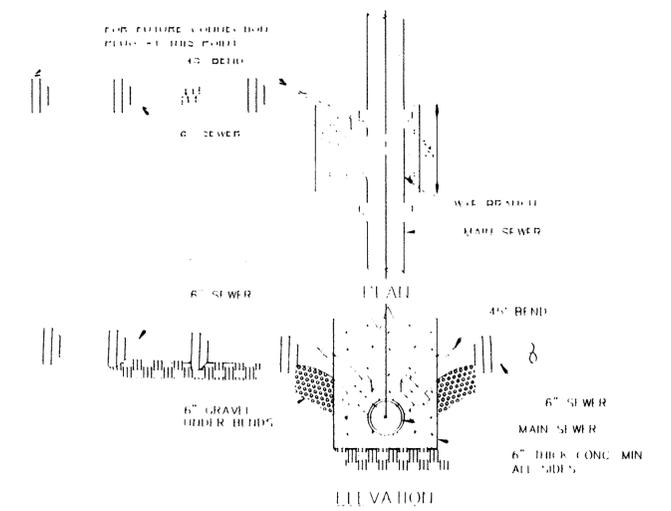
STANDARD SERVICE CONNECTION TYPE "B"  
NO SCALE



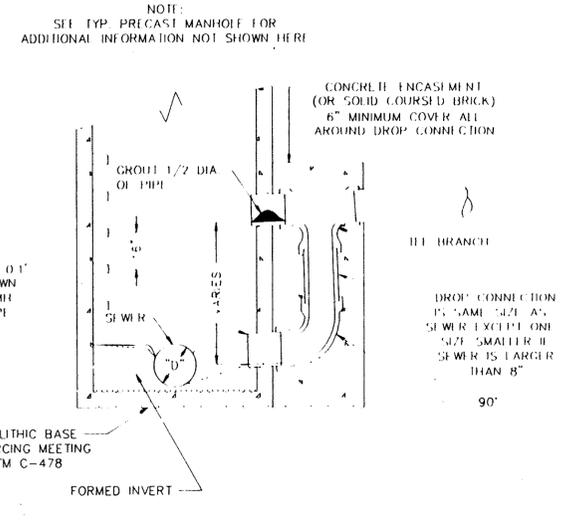
PRECAST CONCRETE MANHOLE  
NO SCALE



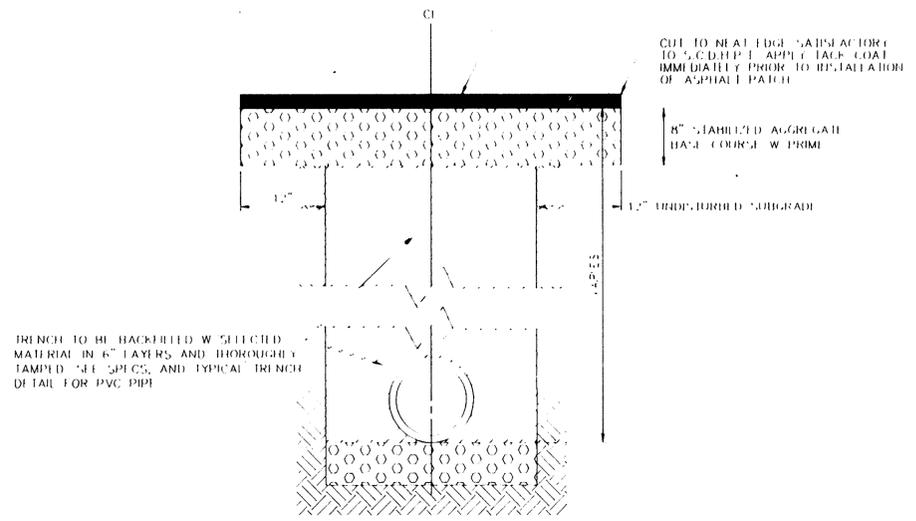
TYP. TRENCH DETAIL FOR PVC PIPE--CLASS B BEDDING  
NO SCALE



STANDARD SERVICE CONNECTION--TYPE "A"  
NO SCALE



PRECAST DROP MANHOLE  
NO SCALE



PAVEMENT REPAIR  
NO SCALE

APPROVED

REV.	DATE	BY	DESCRIPTION	APP.
0	5/15/95	TCW	RECORD DRAWING	
1	7/2/95	MAA	ADDED EDGE DRAIN	
2	11/14/90	GLB	CONV. TO CAD FILE, REV. CASING DETAIL ADD PAVEMENT REPAIR DETAIL	
1	6/8/90	GLB	ISSUED FOR APPROVAL	
0	9/18/89	KJB	ISSUED FOR APPROVAL	

REVISION				
GLB/CAD	GLB	SCW	AT/DETAL	RE/REV
DRWN	DESIGN	CHECK	FILE	
9/18/89	AS SHOWN	88036-DET		
DATE	SCALE	DWG. NO.		

RECORD DRAWING  
ARTHUR TOWN SEWER SYSTEM

DETAILS

prime associates, inc.  
engineers planners surveyors  
COLUMBIA SOUTH CAROLINA

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

AN ORDINANCE AUTHORIZING DEED TO THE CITY OF COLUMBIA FOR CERTAIN SANITARY SEWER LINES TO SERVE THE ARTHURTOWN, LITTLE CAMDEN, AND TAYLORS SANITARY SEWER SYSTEM, PHASE 1.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to certain sanitary sewer lines to the City of Columbia, as specifically described in the attached DEED TO SANITARY SEWER LINES FOR ARTHURTOWN/LITTLE CAMDEN/TAYLORS SANITARY SEWER SYSTEM, PHASE 1; CF#180-16, which is attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Overture Walker, Chair

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Anette Kirylo  
Clerk of Council

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

BW

August 2, 1990

Re: Proposed Sanitary Sewer Plans For  
Arthurstown/Little Camden/Taylor's;  
Prime Associates, Inc.; Plans Dated  
June 8, 1990; City File #130-16

Mr. Jerry Kaster, Director  
Richland County Planning Management Department  
P. O. Box 192  
Columbia, SC 29202

Dear Mr. Kaster:

The referenced plans, received June 11, 1990, have been examined and are approved with the following exceptions and provisions:

1. All work and materials must conform to City Specifications, latest revision at beginning of construction, and City and County Regulations.
2. The developer must provide the City engineer forty-eight (48) hours notice prior to beginning construction. It is requested that this notice be given to Robert McCoy at 733-8232. Additionally, the developer must provide the project contractor a copy of this approval letter.
3. In the event any of the work related to sanitary sewer on this project is to be performed within public street or road rights-of-way or in an existing City easement by other than City of Columbia forces, indemnification of the City in accordance with Section 6-2002 through 6-2005 of the City Code is required. Should additional information regarding this be required, please contact the City Legal Office at 733-8247.
4. All grading within areas where sanitary sewer lines are approved for construction must be completed prior to installation of the pipe. If for any reason the grades are changed, thereby reducing the required minimum cover over these lines, the developer shall bear the expense of correcting line depth to that specified by current City Regulations.

5. Where manholes are proposed in unpaved roads, the manhole must be installed behind the ditch line. If these roadways are to be improved (paved), locations as proposed will be acceptable.
6. Separation of sanitary sewers and the existing water mains must meet requirements of the "Ten State Standards".
7. Construction details must be in conformance with City Specifications. It should be noted, precast monolithic manhole base sections are not approved by City Specifications. See Part 17, Standard Detail No. SSC-12.
8. The developer shall be responsible for installation of individual services off the proposed mains. Individual services must be installed to each lot along the route of the proposed mains.
9. Water tight manhole covers shall be installed on manholes in areas subject to flooding.
10. Prior to final acceptance of the sanitary sewers for operation and maintenance, a registered professional engineer must certify that proper infiltration tests have been conducted and infiltration does not exceed 200 gallons per day, per mile, per inch of internal diameter.
11. Treatment of effluent from the reference project will be provided at the Columbia Metro Wastewater Treatment Plant (NPDES Permit No. SC0020940).
12. The proposed sanitary sewers in areas outside public road rights-of-way must be installed in exclusive easements. Easement width shall be sufficient for access and maintenance of the sanitary sewer. Normally easements are minimum 15' wide when "cross country". Where the easement is parallel and contiguous to another easement or public road right-of-way, it may be 10' in width. It shall be the developer's responsibility to obtain all required easements.
13. Construction plan approval is valid for only two years. In the event improvements have not been constructed within that time, plans must be resubmitted for approval and shall be subject to ordinances and regulations in effect on that date.

Mr. Jerry Easter

- 3 -

August 2, 1990

Should you require additional information, please feel free to contact Robert McCoy at 733-8232.

Yours very truly,



John J. Dooley, Jr., P. E.  
City Engineer

W:rm S/D-42 XVII

CC: Mr. G. Michael Caughman  
Director of Domestic Wastewater  
Mr. Steven C. Wohlfeil, P. E.  
Prime Associates, Inc.  
Mr. Gregory K. Saunders  
Assistant Richmond County Administrator

BW

November 1, 1990

Re: Proposed Sanitary Sewer Plans for  
Arthurtown/Little Camden/Taylor's;  
Prime Associates, Inc.; Plans  
Dated June 8, 1990; City File  
#180-16

Mr. Steven C. Wohlfell, P. E.  
Prime Associates, Inc.  
601 Devins Street  
Columbia, SC 29201

Dear Mr. Wohlfell:

This is in response to your letter dated October 23, 1990 with a listing of streets in the area of the referenced project that have been scheduled by Richland County for paving.

Based on the furnished data, item 5 of the August 2, 1990 approval letter for the referenced project is hereby deleted.

Should you require additional information, please feel free to contact Robert McCoy at 733-8232.

Yours very truly,



John J. Dooley, Jr., P. E.  
City Engineer

RH:pw S/D-XX-26

CC: Mr. G. Michael Caughman, Division Director of Domestic Wastewater  
Mr. Andy H. Meetze, Richland County Department of Public Works and  
Utilities

STATE OF SOUTH CAROLINA )  
 COUNTY OF RICHLAND )

DEED TO SANITARY SEWER LINES FOR ARTHURTOWN / LITTLE CAMDEN/ TAYLORS SANITARY SEWER SYSTEM, PHASE 1; RICHLAND COUNTY TMS # 11100-01-06, 11110-01-03, 11111-01-02, 11111-01-03, 11111-01-04, 11111-01-05, 11111-01-35, 11111-01-36, 11111-01-51, 11111-01-52, 11111-01-54, 11111-01-55, 11115-01-01, 11115-01-08, 11115-01-12, 11115-03-04, 11115-03-05, 11115-04-01, 11115-04-03, 11115-04-04A, 11115-04-05, 11115-04-14, 11115-04-15, 11115-04-16, 11115-07-19, 11115-07-20, 11115-07-32, 11115-07-39, 11115-08-16, 11115-08-50, 11115-08-51, 11115-08-52, 11115-08-53, 11116-02-02, 11116-02-03, 11116-03-03, 11116-03-19, 11116-03-20, 11116-03-21, 11116-03-22, 11116-03-23, 11116-03-24, 11116-03-25, 11116-03-26, 11116-03-27, 11116-03-28, 11116-03-29, 11116-03-31, 11116-04-03, 11116-04-04, 11116-04-07, 11116-04-09, 11116-04-15, 11116-04-40, 11116-04-41, 11116-04-43, 11116-04-44, 11116-04-45, 11116-04-46, 11116-04-47, 11116-05-04, 11116-05-05, 11116-05-07, 11210-02-02, 11210-02-03, 11210-02-04, 11210-02-05, 11210-02-06, 11210-02-09, 11210-02-10, 11211-06-30, 11211-06-32, 11211-06-33, 11211-06-34, 11211-06-40, 11211-06-41, 11211-06-42, 11211-06-43, 11211-06-50, 11211-06-54, 11211-06-55, 11211-06-56, 11211-06-57, 11211-06-61, 11211-06-62, 11211-06-63, 11211-06-70, 11211-06-71, 11211-06-72, 11211-06-77, 11211-06-79, 11211-06-82, 11211-06-83, 11211-06-84, 11211-06-85, 11211-06-86, 11211-06-87, 11211-06-88, 11213-01-01, 11213-02-14, 11213-02-15, 11213-03-22, 11213-03-23, 11213-05-05, 11213-05-06, 13701-01-15, 13701-01-20, 13701-01-21, 13701-01-22, 13701-01-23, 13701-04-14, 13701-04-16, 13701-04-17, 13701-04-18, 13701-04-19, 13701-04-20 & 13701-04-29 (PORTION); CF #180-16

**RICHLAND COUNTY**

to

**CITY OF COLUMBIA**

WHEREAS, Richland County funded and constructed the sanitary sewer lines for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1 and the purpose of this document is to transfer ownership of Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1 from Richland County to the City of Columbia, the sanitary sewer provider in these areas; and

WHEREAS, the City of Columbia accepted Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1 for operation and maintenance on June 2, 1995 through issuance of a temporary letter for operation and maintenance, subject to the finalization

APPROVED AS TO FORM



Legal Department City of Columbia, SC  
5.24.2022

of the transfer of the sanitary sewer system to the City; and

WHEREAS, the sanitary sewer lines described herein and as shown on a set of record drawings for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1, dated May 15, 1995 are conveyed subject to sanitary sewer easements obtained by Richland County through acquisition and condemnation for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1; and

WHEREAS, the sanitary sewer easements obtained by Richland County for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1 shall be assigned and granted to the City of Columbia. Reference is made to each recorded sanitary sewer easement obtained by Richland County in Exhibit A, attached hereto and incorporated herein; and

NOW, THEREFORE, for value received, Richland County of Columbia, South Carolina (also hereinafter referred to as "Grantor") does hereby bargain, sell, transfer and convey unto the City of Columbia (also hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's rights, title and interests in and to the below described sanitary sewer lines:

All those certain sanitary sewer lines, the same being 8", 12", 15" and 18" in diameter including manholes, manhole castings, service lines to cleanouts, service lines to easement boundaries and all components to complete the system and more clearly shown on City File #180-16.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and as shown on City File #180-16, which is incorporated herein by specific reference thereto.

Sheet 1 - An 18" sanitary sewer line beginning at an existing manhole and tie to an existing 15" City of Columbia sanitary sewer line (CF #200-113) located on TMS #11100-01-06, n/f University of South Carolina, south of the Bluff Industrial Boulevard cul-de-sac approximately one hundred sixty-five (165) feet southwest of the southwestern building corner of "Standard Warehouse Building" on TMS #11112-01-29, n/f BYJ, LLC; thence extending therefrom in a southwesterly direction along said TMS #11100-01-06, for a distance of twelve and five tenths (12.5) feet to **MH-1** located on said TMS #11100-01-06, southeast of Bluff Industrial Boulevard cul-de-sac, one hundred seventy-three (173) feet southwest of the southwestern building corner of said "Standard Warehouse Building"; thence extending therefrom in a southeasterly direction crossing said TMS #11100-01-06 and along TMS #11111-01-54, n/f Western Industrial, LLC, for a distance of sixty-two and five tenths (62.5) feet to **MH-2** located on said TMS #11111-01-54, one hundred fifty-five (155) feet southwest of the southwestern building corner of said "Standard Warehouse Building" on TMS #11112-01-29; thence turning and extending therefrom in a southeasterly direction crossing said TMS #11111-01-54 and along TMS #11111-01-52, n/f Sonoco Recycling, LLC, for a distance of three hundred fifty-one (351) feet to **MH-3** located on said TMS #11111-01-52 approximately two hundred forty-four (244) feet southeast of the southeastern building corner of said "Standard Warehouse Building" on TMS #11112-01-29; thence turning and extending therefrom in a southeasterly direction along TMS #11111-01-52, for a distance of four hundred nine (409) feet to **MH-4** located on said TMS #11111-01-52 approximately one hundred eleven (111) feet southwest of the southwestern building corner of "Sonoco Recycling Building" on TMS #11111-01-51, n/f Sonoco Recycling, LLC; thence turning and extending therefrom in a southeasterly direction crossing said TMS #11111-01-52 and TMS #11111-01-51 and along TMS #11111-01-55, n/f Western Industrial, LLC, for a distance of four hundred twenty (420) feet to **MH-5** located on said TMS #11111-01-55 approximately two hundred seventy (270) feet southeast of the southern building corner of said "Sonoco Recycling Building" on said TMS #11111-01-51; Sheet 2 - thence turning and extending therefrom in an easterly direction crossing said TMS #11111-01-55 and along TMS #11111-01-02, n/f Suber, for a distance of four hundred ninety-five (495) feet to **MH-6**

located on said TMS #11111-01-02, twenty-four and five tenths (24.5) feet southeast of the southernmost property corner of TMS # 11111-01-46, n/f Stevenson Warehouses, LLC; thence turning and extending therefrom in a northeasterly direction crossing said TMS #11111-01-02 and TMS #11111-01-03, n/f Richardson and along TMS #11111-01-04, n/f Brown, for a distance of one hundred seventy-eight (178) feet to **MH-7** located on said TMS #11111-01-04 approximately fifty (50) feet southeast of the northwestern property corner of said TMS #11111-01-04; thence turning and extending therefrom in a southeasterly direction crossing said TMS #11111-01-04, TMS #11111-01-05, n/f Cannon, TMS #11115-01-01, n/f Hay Hill Services, Inc. and along TMS #11115-01-12, n/f Robinson, for a distance of two hundred fifty-two and six tenths (252.6) feet to **MH-8** located on said TMS #11115-01-12 approximately forty (40) feet northeast of the southwestern property corner of said TMS #11115-01-12; thence turning and extending therefrom in a southeasterly direction crossing said TMS #11115-01-12 and along TMS #11115-01-08, n/f Zion Pilgrim Baptist Church, for a distance of two hundred forty-two (242) feet to **MH-9** located on said TMS #11115-01-08 (now located in Sugar Hill Lane per Arthurtown Paving Project, dated November 27, 1995, prepared for Richland County Department of Public Works, prepared by Florence & Hutcheson, Inc. and being on file with the County Engineer; Project No. RC-PS-95-072), approximately fifty (50) feet northwest of the northernmost property corner of TMS #11115-08-08, n/f Morant; thence turning and extending therefrom in a southeasterly/more southerly direction along Sugar Hill Lane (County Road), for a distance of twenty-five (25) feet to **MH-10** located in Sugar Hill Lane approximately twenty (20) feet northwest of the northernmost property corner of said TMS #11115-08-08; Sheet 3 - thence turning and extending therefrom in a northeasterly direction along Sugar Hill Lane and crossing Sugar Hill Point (County Maintained), for a distance of two hundred fifty-three and four tenths (253.4) feet to **MH-11** located in Sugar Hill Lane approximately fifteen (15) feet northwest of the westernmost property corner of TMS #11115-08-12, n/f Zamora-Moreno; thence turning and extending therefrom in a southeasterly direction crossing Sugar Hill Point and along Childs Street (S-40-2187), for a distance of three hundred seventy-five and six tenths (375.6) feet to **MH-12** located in Childs Street approximately twenty-one (21) feet west of the western property corner of TMS #11115-08-54, n/f Blakely; Sheet 7 - thence a **15" sanitary sewer line** turning and extending therefrom in a northeasterly direction along Childs Street, for a distance of two hundred seventy-four and six tenths (274.6) feet to **MH-25** located in Childs Street approximately thirty (30) feet southeast of the southeastern property corner of TMS #11115-08-79, n/f Tillman; thence turning and extending therefrom in a northeasterly direction along Childs Street, for a distance of eighty-nine and one tenth (89.1) feet to **MH-26** located in Childs Street approximately twenty-four (24) feet southwest of the southernmost property corner of TMS #11115-08-16, n/f Knox; thence turning and extending therefrom in a northeasterly direction along Childs Street, for a distance of four hundred (400) feet to **MH-27** located in Childs Street approximately forty-four (44) feet southeast of the southwestern property corner of TMS #11115-08-36, n/f Green; thence turning and extending therefrom in a northeasterly direction along Childs Street, for a distance of one hundred twelve (112) feet to **MH-28** located in Childs Street approximately fourteen (14) feet west of the northernmost property corner of TMS #11115-08-37, n/f Boyd; thence turning and extending therefrom in a northeasterly direction along Zion Avenue (S-40-1569), for a distance of thirty-four and three tenths (34.3) feet to **MH-29** located in Zion Avenue approximately twenty-four (24) feet northeast of the northernmost property corner of said TMS #11115-08-37; Sheet 13 - thence a **12" sanitary sewer line** turning and extending therefrom in a southeasterly direction along Zion Avenue, for a distance of two hundred twelve and two tenths (212.2) feet to **MH-45** located in Zion Avenue approximately twenty-five (25) feet west of the western property corner of TMS #11115-04-13, n/f Akers; thence turning and extending therefrom in a southeasterly direction along Zion Avenue, for a distance of three hundred sixty-six (366) feet to **MH-46** located in Zion Avenue approximately twenty-six (26) feet east of the eastern property corner of TMS #11115-07-18, n/f Brown Chapel AME Church; Sheet 20 - thence turning and extending therefrom in a southeasterly direction along Zion Avenue, for a distance of two hundred seventy-two (272) feet to **MH-88** located in the traffic island in the intersection of Zion Avenue and Blair Road (S-40-1568) approximately twenty-nine (29) feet southeast of the southern property corner of TMS #11115-04-11, n/f Zion Hill Baptist Church; Sheet 22 - thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of three hundred ninety-four (394) feet to **MH-**

**89** located in Blair Road approximately seventeen (17) feet southwest of TMS #11100-01-14, n/f The Retreat Columbia Property Owners Association; thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of two hundred twenty-nine (229) feet to **MH-89A** located in Blair Road approximately twenty (20) feet northwest of the northern property corner of TMS #11115-06-03, n/f DG Bluff, LLC; thence turning and extending therefrom in a northeasterly direction along Blair Road and Bluff Road (SC 48), for a distance of one hundred and two tenths (100.2) feet to **MH-91** located in the intersection of Blair Road and the northeastern right-of-way of Bluff Road approximately twenty (20) feet northwest of the western property corner of TMS #13603-06-51, n/f Consolidated Pipe & Supply Co.; thence an 8" sanitary sewer line turning and extending therefrom in a northeasterly direction crossing Bluff Road and along Blair Road, for a distance of two hundred ninety-eight (298) feet to **MH-92** located in Blair Road approximately one hundred twenty-one (121) feet southwest of the northern property corner of said TMS #13603-06-51; thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of three hundred ten (310) feet to **MH-93** located in the intersection of Blair Road and Joe Louis Drive (S-40-1652) approximately twenty-nine (29) feet west of the northern property corner of TMS #13603-06-65, n/f Glenn; Sheet 23 - thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of three hundred (300) feet to **MH-94** located in Blair Street approximately twenty-three (23) feet west of the northern property corner of TMS #13603-06-69, n/f Reed; thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of three hundred (300) feet to **MH-95** located in Blair Road approximately thirty (30) feet northwest of the northern property corner of TMS #13604-07-04, n/f Johnson; thence turning and extending therefrom in a northeasterly direction along Blair Road, for a distance of two hundred sixty-eight (268) feet to **MH-96** located in Blair Road approximately twenty-five (25) feet northwest of the northern property corner of TMS #13604-07-09, n/f Gold; thence terminating.

Sheet 23 - **Also**, an 8" sanitary sewer line beginning at **MH-93** and tie to the aforescribed 8" sanitary sewer line located in the intersection of Blair Road and Joe Louis Drive approximately twenty-nine (29) feet west of the northern property corner of TMS #13603-06-65, n/f Glenn; thence extending therefrom in a northwesterly direction crossing Blair Road and along Joe Louis Drive, for a distance of one hundred sixty-one (161) feet to **MH-97** located in Joe Louis Drive approximately one hundred sixty (160) feet southwest of the easternmost property corner of TMS #11116-04-18, n/f Gilberts Properties, LLC; Sheet 24 - thence turning and extending therefrom in a northwesterly direction along Joe Louis Drive, for a distance of one hundred fifty-five (155) feet to **MH-99** located in Joe Louis Drive approximately sixteen (16) feet northeast of the easternmost property corner of said TMS #11116-04-18; thence turning and extending therefrom in a northwesterly direction along Joe Louis Drive, for a distance of one hundred sixty-four (164) feet to **MH-100** located in Joe Louis Drive approximately thirty-nine (39) feet southeast of the southeastern property corner of TMS #13604-10-19, n/f Peterson; thence turning and extending therefrom in a northeasterly direction along Joe Louis Drive, for a distance of three hundred thirty (330) feet to **MH-101** located in Joe Louis Drive approximately forty-four (44) feet southeast of the southeastern property corner of TMS #13604-10-13, n/f Le Grand Investments, LLC; thence turning and extending therefrom in a northeasterly direction along Joe Louis Drive, for a distance of three hundred thirty (330) feet to **MH-102** located in Joe Louis Drive approximately forty-seven (47) feet northwest of the northwestern property corner of TMS #13604-09-07, n/f LMCJCC Properties, LLC; thence turning and extending therefrom in a northeasterly direction along Joe Louis Drive, for a distance of three hundred twenty-seven (327) feet to **MH-103** located in Joe Louis Drive approximately thirty-six (36) feet northwest of the northern property corner of TMS #13604-09-01, n/f LMCJCC Properties, LLC; Sheet 25 - thence turning and extending therefrom in a southeasterly direction crossing Joe Louis Drive and along the outer perimeter of the southwestern right-of-way of Shop Road (S-40-727), for a distance of two hundred nine (209) feet to **MH-105** located in the intersection of Ehrlich Street (County Road) and the outer perimeter of the southwestern right-of-way of Shop Road approximately seventeen (17) east of TMS #13604-09-03, n/f LMCJCC Properties, LLC; thence turning and extending therefrom in a northeasterly direction along Shop Road, for a distance of sixty (60) feet to **MH-106** located in the intersection of Ehrlich Street and the outer perimeter of the northeastern right-of-way of Shop Road

approximately twenty-eight (28) feet southeast of the southeastern property corner of TMS #13604-01-01, n/f Shop Road Storage, LLC; thence turning and extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Shop Road, for a distance of two hundred seventy-seven (277) feet to **MH-107** located in the outer perimeter of the northeastern right-of-way of Shop Road approximately ten (10) feet northwest of the southernmost property corner of TMS #13604-02-01, n/f Charleston Seven Group, LLC; thence terminating.

Sheet 25 - **Also**, an 8" sanitary sewer line beginning at **MH-103** and tie to the aforescribed 8" sanitary sewer line located in Joe Louis Drive approximately thirty-six (36) feet northwest of the northern property corner of TMS #13604-09-01, n/f LMCJCC Properties, LLC; thence extending therefrom in a northwesterly direction crossing Joe Louis Drive and along the outer perimeter of the southwestern right-of-way of Shop Road, for a distance of two hundred ninety-six (296) feet to **MH-104** located in the outer perimeter of the southwestern right-of-way Shop Road approximately twenty-three (23) feet northwest of the northeastern property corner of TMS #11116-04-17, n/f Seawell; thence terminating.

Sheet 26 – **Also**, an 8" sanitary sewer line beginning at **MH-106** and tie to the aforescribed 8" sanitary sewer line located in the intersection of Ehrlich Street and the outer perimeter of the northeastern right-of-way of Shop Road approximately twenty-eight (28) feet southeast of the southeastern property corner of TMS #13604-01-01, n/f Shop Road Storage, LLC; thence extending therefrom in a northeasterly direction along Ehrlich Street, for a distance of three hundred (300) feet to **MH-109** located in Ehrlich Street approximately forty-five (45) feet northeast of the southeastern property corner of TMS #13701-03-04, n/f Peralta Investments, LLC; thence terminating.

Sheet 20 - **Also**, an 8" sanitary sewer line beginning at **MH-46** and tie to the aforescribed 12" sanitary sewer line located in Zion Avenue approximately twenty-six (26) feet northeast of the eastern property corner of TMS #11115-07-18, n/f Brown Chapel AME Church; thence extending therefrom in a southwesterly direction crossing Zion Avenue and along Barnes Street (S-40-2796), for a distance of fifty (50) feet to **MH-52** located in Barnes Street approximately thirty-six (36) feet southwest of the eastern property corner of said TMS #11115-07-18; thence turning and extending therefrom in a southwesterly direction along Barnes Street, for a distance of two hundred fifty-eight and six tenths (258.6) feet to **MH-53** located in Barnes Street approximately twenty-six (26) feet south of the southwestern property corner of TMS #11115-07-17, n/f Hunter; thence turning and extending therefrom in a southwesterly direction along Barnes Street, for a distance of three hundred one and four tenths (301.4) feet to **MH-54** located in Barnes Street approximately thirty (30) feet northwest of the northeastern property corner of TMS #11115-07-29, n/f Brown Chapel AME Church, Inc.; thence turning and extending therefrom in a southwesterly direction along Barnes Street, for a distance of two hundred forty-two and three tenths (242.3) feet to **MH-55** located in Barnes Street approximately thirty-two (32) feet west of the northeastern property corner of TMS #11115-07-31, n/f Salley; thence terminating.

Sheet 14 - **Also**, a 12" sanitary sewer line beginning at **MH-29** and tie to the aforescribed 15" and 12" sanitary sewer lines located in Zion Avenue approximately twenty-four (24) feet northeast of the northernmost property corner of TMS #11115-08-37, n/f Boyd; thence extending therefrom in a northwesterly direction along Zion Avenue for a distance of one hundred sixty-seven and four tenths (167.4) feet to **MH-47** located in Zion Avenue approximately thirty-three (33) feet north of the northernmost property corner of TMS #11115-08-32, n/f Small; thence turning and extending therefrom in a northwesterly direction along Zion Avenue for a distance of two hundred and fifty-five (255) feet to **MH-48** located in Zion Avenue approximately twenty (20) feet southwest of the southernmost property corner of TMS #11115-02-06, n/f Community Assistance Provider; thence turning and extending therefrom in a northwesterly direction along Zion Avenue for a distance of one hundred sixty-six (166) feet to **MH-49** located in Zion Avenue approximately twenty-eight (28) feet south of the southernmost property corner of TMS #11116-06-03, n/f Nifty Properties, LLC; thence turning and extending therefrom in a northwesterly direction along Zion Avenue, for a distance of two hundred forty-three and

seven tenths (243.7) feet to **MH-50** located in the intersection of the Zion Avenue and Simmons Street (S-40-1570) approximately thirty-five (35) feet northeast of the northernmost property corner of TMS #11115-01-06, n/f Hay Hill Services, Inc.; Sheet 18 - thence an 8" sanitary sewer line turning and extending therefrom in a northeasterly direction crossing Zion Avenue and along Simmons Street, for a distance of two hundred eighty-eight and four tenths (288.4) feet to **MH-75** located in Simmons Street approximately fifty-five (55) feet southwest of the northern property corner of TMS #11116-06-06, n/f Nifty Properties, LLC; thence turning and extending therefrom in a northeasterly direction along Simmons Street, for a distance of two hundred seventy-eight and eight tenths (278.8) feet to **MH-76** located in Simmons Street approximately fifty-four (54) feet southwest of the northern property corner of TMS #11116-06-01, n/f Watts; thence terminating.

Sheet 13 & 15 - **Also**, an 8" sanitary sewer line beginning at **MH-47** and tie to the aforescribed 12" and 8" sanitary sewer lines located in Zion Avenue approximately thirty-three (33) feet north of the northernmost property corner of TMS #11115-08-32, n/f Small; thence extending therefrom in a northeasterly direction along Frasier Street (County Road), for a distance of one hundred ninety-two (192) feet to **MH-68** located in Frasier Street approximately thirty-four (34) feet northeast of the southern property corner of TMS #11115-02-02, n/f Deneal; thence turning and extending therefrom in a northeasterly direction along Frasier Street, for a distance of one hundred seventy-two (172) feet to **MH-69** located in Frasier Street approximately twenty-four (24) feet northwest of the western property corner of TMS #11115-03-14, n/f Williams; thence turning and extending therefrom in a northeasterly direction along Frasier Street, for a distance of three hundred fifty-one and five tenths (351.5) feet to **MH-70** located in Frasier Street and the outer perimeter of the southwestern right-of-way of Bluff Road approximately fourteen (14) feet northwest of the northernmost property corner of TMS #11115-03-01, n/f Jackson; Sheet 16 - thence turning and extending therefrom in a northwesterly direction crossing Frasier Street and along the outer perimeter of the southwestern right-of-way of Bluff Road, for a distance of two hundred seventeen and three tenths (217.3) feet to **MH-71**, located in the outer perimeter of the southwestern right-of-way of Bluff Road approximately five (5) feet northeast of the northeastern property corner of TMS #11116-05-02, n/f Young; thence terminating.

Sheet 20 - **Also**, an 8" sanitary sewer line beginning at **MH-52** and tie to the aforescribed 8" sanitary sewer line located in Barnes Street approximately forty-five (45) feet west of the northernmost property corner of TMS #11115-07-19, n/f Brown's Chapel AME Church Trustees; thence extending therefrom in a southwesterly direction crossing Barnes Street, said TMS #11115-07-19 and along TMS #11115-07-20, n/f Brown's Chapel AME Church Trustees, for a distance of one hundred twenty-nine (129) feet to **MH-87** located on said TMS #11115-07-20 approximately fifty-six (56) feet south of the southernmost property corner of said TMS #11115-07-19; thence terminating.

Sheet 4 - **Also**, an 8" sanitary sewer line beginning at **MH-11** located in the outer perimeter of the southeastern right-of-way of Sugar Hill Lane approximately fifteen (15) feet northwest of the northwestern property corner of TMS #11115-08-12, n/f Zamora-Moreno; thence extending therefrom in a northeasterly direction along Sugar Hill Lane, for a distance of four hundred two (402) feet to **MH-13** located in Sugar Hill Lane approximately forty-six (46) feet northwest of the northernmost property corner of TMS #11115-08-21, n/f Rose; thence turning and extending therefrom in a northeasterly direction along Sugar Hill Lane, for a distance of two hundred twenty-eight (228) feet to **MH-14** located in Sugar Hill Lane approximately thirty (30) feet northeast of the northwestern property corner of TMS #11115-08-25, n/f Myers; thence terminating.

Sheet 5 - **Also**, an 8" sanitary sewer line beginning at **MH-10** on the aforescribed 18" sanitary sewer line located in the southeastern right-of-way of Sugar Hill Lane approximately twenty (20) feet northwest of the northern property corner of TMS #11115-08-08, n/f Morant; thence extending therefrom in southwesterly direction along Sugar Hill Lane, for a distance of three hundred eighty-three and one tenth (383.1) feet to **MH-15** located in Sugar Hill Lane approximately thirty-three (33) feet northeast of the northwestern property corner of TMS #11115-08-02, n/f Washington; thence turning and

extending therefrom in a southwesterly direction along Sugar Hill Lane, for a distance of three hundred sixty-four and two tenths (364.2) feet to **MH-16** located in Sugar Hill Lane approximately thirty-four (34) feet northeast of the northwestern property corner of TMS #11111-01-26, n/f Walker; thence turning and extending therefrom in a southwesterly direction along Sugar Hill Lane, for a distance of three hundred sixty-seven and six tenths (367.6) feet to **MH-17** located in Sugar Hill Lane approximately nineteen (19) feet north of the northwestern property corner of TMS #11111-01-20, n/f Laudaverde; thence terminating.

Sheet 6 - **Also**, an 8" sanitary sewer line beginning at **MH-12** and tie to the aforescribed 18" sanitary sewer line located in Childs Street approximately twenty-one (21) feet west of the western property corner of TMS #11115-08-54, n/f Blakely; thence extending therefrom in a southwesterly direction along Childs Street, for a distance of two hundred fifty-one (251) feet to **MH-18** located in Childs Street approximately fifty-four (54) feet northeast of the western property corner of TMS #11115-08-62, n/f Tillman; thence turning and extending therefrom in a southwesterly direction along Childs Street, for a distance of two hundred ninety-five and three tenths (295.3) feet to **MH-19** located in Childs Street approximately twenty-nine (29) feet northeast of the northwestern property corner of TMS #11115-08-70, n/f Jenkins; thence turning and extending therefrom in a southwesterly direction along Childs Street, for a distance of three hundred seven (307) feet **MH-20** located in Childs Street approximately thirty-three (33) feet southwest of the southwestern property corner of TMS #11111-01-30, n/f Banner; thence turning and extending therefrom in a southwesterly direction along Childs Street, for a distance of two hundred ninety-nine (299) feet to **MH-21** located in Childs Street approximately twenty-six (26) feet southeast of the northeastern property corner of TMS #11110-01-03, n/f Simmons; thence turning and extending therefrom in a southwesterly direction crossing Childs Street and said TMS #11110-01-03 and along TMS #11111-01-35, n/f Smith, for a distance of one hundred ten and five tenths (110.5) feet to **MH-22** located on TMS #11111-01-35 approximately twenty-five (25) feet northeast of the southwestern property corner of said TMS #11111-01-35; thence turning and extending therefrom in a southwesterly direction crossing said TMS #11111-01-35, TMS #11111-01-36, n/f Doctor and along an 16' Dirt Road Parcel, for a distance of one hundred fifteen (115) feet to **MH-23** located on said 16' Dirt Road Parcel approximately eight (8) feet northwest of the southwestern property corner of TMS#11111-01-36; thence turning and extending therefrom in a northwesterly direction along said 16' Dirt Road Parcel, for a distance of one hundred nineteen and seven tenths (119.7) feet to **MH-24** located on said 16' Dirt Road Parcel approximately ten (10) feet north of the northeastern property corner of TMS #11111-01-42, n/f Woods; thence terminating.

Sheet 7 - **Also**, an 8" sanitary sewer line beginning at **MH-26** and tie to the aforescribed 15" sanitary sewer line located in Childs Street approximately twenty-four (24) feet southwest of the southernmost property corner of TMS #11115-08-16, n/f Knox; thence extending there from in a northwesterly direction crossing Childs Street, Childs Lane (County Road) and along said TMS #11115-08-16, for a distance of one hundred sixty-six and three tenths (166.3) feet to **MH-30** located on said TMS #11115-08-16 approximately nineteen (19) feet north of the northern property corner of TMS #11115-08-18, n/f Corbin; thence turning and extending therefrom in a northeasterly direction crossing said TMS #11115-08-16, Childs Lane and along said TMS #11115-08-16, for a distance of two hundred seventy-four (274) feet to **MH-31** located on said TMS #11115-08-16 approximately fourteen (14) feet west of the western property corner of TMS #11115-08-31, n/f Watson; thence terminating.

Sheet 9 - **Also**, a 12" sanitary sewer line beginning at **MH-25** and tie to the aforescribed 15" sanitary sewer line located in Childs Street approximately thirty (30) feet southeast of the southeastern property corner of TMS #11115-08-79, n/f Tillman; thence extending therefrom in a southeasterly direction crossing Childs Street, TMS #11115-08-50, TMS #11115-08-51 and along Riley Street, for a distance of two hundred twenty-four (224) feet to **MH-32** located in Riley Street approximately forty-one (41) feet east of the southwestern property corner of said TMS #11115-08-51; thence an **8" sanitary sewer line** turning and extending therefrom in a southwesterly direction along Riley Street, for a distance of two hundred eight (208) feet to **MH-35** located in Riley Street

approximately twenty-one (21) feet southeast of the southwestern property corner of TMS #11115-08-55, n/f Lovell; thence turning and extending therefrom in a southwesterly direction along Riley Street, for a distance of two hundred four (204) feet to **MH-36** located in Riley Street approximately twelve (12) feet southeast of the southwestern property corner of TMS #11115-08-58, n/f Franks; thence turning and extending therefrom in a southeasterly direction crossing Riley Street and along TMS #11115-07-32, n/f Richland County Recreation Foundation, for a distance of two hundred twenty-eight (228) feet to **MH-37** located on said TMS #11115-07-32 approximately forty-nine (49) feet northeast of the southwestern property corner of said TMS #11115-07-32; Sheet 12 thence turning and extending therefrom in a southwesterly direction crossing said TMS #11115-07-32 and TMS #11115-07-39, n/f Patterson and along Barnes Street, for a distance of ninety-seven (97) feet to **MH-42** located in Barnes Street approximately twenty-three (23) feet southeast of the southwestern property corner of said TMS #11115-07-39; thence turning and extending therefrom in a southwesterly direction along Barnes Street, for a distance of two hundred fifty-two and four tenths (252.4) feet to **MH-43** located in Barnes Street approximately twenty-four feet northeast of the western property corner of TMS #11114-01-03, n/f Williams; thence turning and extending therefrom in a southwesterly direction along Barnes Street, for a distance of three hundred seventy-one (371) feet to **MH-44** located in Barnes Street approximately twenty-four (24) feet southeast of the southwestern property corner of TMS #11110-02-04, n/f Farley-Levi; thence terminating.

Sheet 11 - **Also**, an 8" sanitary sewer line beginning at **MH-36** and tie to the aforescribed 8" sanitary sewer line located in Riley Street (County Road) approximately twelve (12) feet southeast of the southwestern property corner of TMS #11115-08-58, n/f Franks; thence extending therefrom in southwesterly direction along Riley Street, for a distance of two hundred twenty-three (223) feet to a **MH-38** located in Riley Street approximately thirty-three (33) feet northeast of the southwestern property corner of TMS #11115-08-74, n/f Harrington; thence turning and extending therefrom in a southwesterly direction along Riley Street, for a distance of three hundred and four tenths (300.4) feet to **MH-39** located in Riley Street approximately twenty-nine (29) feet southwest of the southwestern property corner of TMS #11115-08-71, n/f Waring; thence turning and extending therefrom in a southwesterly direction along Riley Street, for a distance of two hundred ninety-five and four tenths (295.4) feet to **MH-40** located in Riley Street approximately twenty-six and two tenths (26.2) feet northeast of the northeastern property corner of TMS #11110-02-14, n/f Chen; thence turning and extending therefrom in a southwesterly direction along Riley Street and an unopened portion of Riley Street, for a distance of three hundred ninety-three (393) feet to **MH-41** located on an unopened portion of Riley Street approximately eleven (11) feet southeast of the southwestern property corner of TMS #11110-01-09, n/f Ward; thence terminating.

Sheet 9 - **Also**, an 8" sanitary sewer line beginning at **MH-32** and tie to the aforescribed 12" sanitary sewer line located in Riley Street approximately forty-one (41) feet east of the southwestern property corner of TMS #11115-08-51, n/f Blakely; thence extending therefrom in a northeasterly direction along Riley Street, for a distance of two hundred seventy-two (272) feet to **MH-33** located in Riley Street approximately twenty-one (21) feet northeast of the northeastern property corner of TMS #11115-07-56, n/f Daniels; thence turning and extending therefrom in a northeasterly direction along Riley Street, for a distance of three hundred thirty-eight and seven tenths (337.7) feet to **MH-34** located in Riley Street approximately sixty-five (65) feet southwest of the northernmost property corner of TMS #11115-07-11, n/f Hayes; thence terminating.

Sheet 16 - **Also**, a 12" sanitary sewer line beginning at **MH-45** and tie to the aforescribed 12" sanitary sewer line located in Zion Avenue approximately twenty-five (25) feet west of the western property corner of TMS #11115-04-13, n/f Akers; thence extending therefrom in a northeasterly direction crossing Zion Avenue and along TMS #11115-04-01, n/f Bates, for a distance of twenty-four (24) feet to **MH-51** located on said TMS #11115-04-01 approximately twenty-one (21) feet northwest of the southernmost property corner of said TMS #11115-04-01; thence turning and extending therefrom in a northeasterly direction along said TMS #11115-04-01, for a distance of one hundred seventy-seven and six tenths (177.6) feet to **MH-65** located on said TMS #11115-04-01 approximately twenty-six (26) feet west of the northwestern property corner of TMS

#11115-04-14, n/f Jenkins; thence an **8" sanitary sewer line** turning and extending therefrom in a southeasterly direction crossing said TMS #11115-04-01 and said TMS #11115-04-14, for a distance of one hundred sixty-four (164) feet to **MH-66** located on TMS #11115-04-04A, n/f Bates approximately ten (10) feet south of the eastern property corner of said TMS #11115-04-14; Sheet 17 - thence turning and extending therefrom in a northeasterly direction along said TMS #11115-04-04A, for a distance of one hundred sixty-five (165) feet to **MH-66A** located on said TMS #11115-04-04A approximately sixty-five (65) feet northeast of the easternmost property corner of TMS #11115-04-03, n/f Bates; thence turning and extending therefrom in an easterly direction along said TMS #11115-04-04A, for a distance of one hundred fifty-two and six tenths (152.6) feet to **MH 66E** located on said TMS #11115-04-04A approximately one hundred fifty-five (55) feet southwest of the easternmost property corner of said TMS #11115-04-04A; thence terminating.

Sheets 16 & 17 - **Also**, a 12" sanitary sewer line beginning at **MH-65** and tie to the aforescribed 12" sanitary sewer line located on TMS #11115-04-01, n/f Bates approximately twenty-six (26) feet west of the northwestern property corner of TMS #11115-04-14, n/f Jenkins; thence extending therefrom in a northeasterly direction along said TMS #11115-04-01, for a distance of two hundred sixty-seven and three tenths (267.3) feet to **MH-66B** located on said TMS #11115-04-01 approximately forty (40) feet southwest of the northwestern property corner of TMS #11115-04-16, n/f Wade; thence turning and extending therefrom in a northwesterly direction along said TMS #11115-04-01, for a distance of seventy-six and three tenths (76.3) feet to **MH-66C** located on said TMS #11115-04-01 approximately ninety-nine (99) feet northwest of the northwestern property corner of said TMS #11115-04-16; thence turning and extending therefrom in a northeasterly direction along said TMS #11115-04-01, for a distance of two hundred twenty-nine (229) feet to **MH-66D** located on said TMS #11115-04-01 approximately sixteen (16) feet south of the northernmost property corner of said TMS #11115-04-01; thence turning and extending therefrom in a northeasterly direction crossing said TMS #11115-04-01 and along Bluff Road, for a distance of one hundred nine (109) feet to **MH-112A** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately sixty (60) feet northwest of the southern property corner of TMS #11116-04-29, n/f Bible Way Church of Atlas Road; thence terminating.

Sheet 18 - **Also**, an 8" sanitary sewer line beginning at **MH-49** and tie to the aforescribed 8" sanitary sewer line located in Zion Avenue approximately twenty-eight (28) feet south of the southernmost property corner of TMS #11116-06-03, n/f Nifty Properties, LLC; thence extending therefrom in a northeasterly direction along Abbott Road (County Road), for a distance of three hundred ninety-three (393) feet to **MH-77** located in Abbott Road approximately sixty-eight (68) feet southwest of the northern property corner of TMS #11116-05-10, n/f Dillard; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of one hundred ninety-four (194) feet to **MH-77A** located in Abbott Road approximately twenty-four (24) feet southwest of the northwestern property corner of TMS #11116-05-13, n/f Bush Enterprises JC, LLC; thence terminating.

Sheets 18 & 27 - **Also**, an 8" sanitary sewer line beginning at **MH-79** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately twenty-nine (29) feet southeast of the southeastern property corner of TMS #11116-02-19, n/f APG Industrial Columbia, LLC; thence extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Bluff Road and along Abbott Road, for a distance of two hundred fourteen (214) feet to **MH-78** located in the intersection of Abbott Road and the outer perimeter of the northeastern right-of-way of Bluff Road approximately seventeen (17) feet southwest of the southwestern property corner of TMS #11116-03-55, n/f Nifty Properties, LLC; thence turning and extending therefrom in a southeasterly direction crossing Abbott Road and along the outer perimeter of the northeastern right-of-way of Bluff Road and Mickens Road (County Road), for a distance of one hundred twenty-nine (129) feet to **MH-158** located in the intersection of the northeastern right-of-way of Bluff Road and Mickens Road approximately eleven (11) feet southwest of the southwestern property corner of TMS #11116-03-31, n/f Sims; thence turning and extending therefrom in a southeasterly direction along the outer perimeter of

the northeastern right-of-way of Bluff Road, for a distance of two hundred sixty (260) feet to **MH-151** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately thirteen (13) feet southwest of the southeastern property corner of TMS #11116-03-29, n/f Faber; thence a **12" sanitary sewer line** turning and extending therefrom in a southeasterly direction crossing Frasier Street, along the outer perimeter of the northeastern right-of-way of Bluff Road – Sheet 27 and along Bates Street, for a distance of three hundred eighteen (318) feet to **MH-112** located in the intersection of northeastern right-of-way of Bluff Road and Bates Street approximately ninety (90) feet northwest of the southern property corner of TMS #11116-04-29, n/f Bible Way Church of Atlas Road; thence turning and extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Bluff Road and crossing Bates Street, for a distance of thirty-four (34) feet to **MH-112A** located in the intersection of the outer perimeter of the southeastern right-of-way of Bates Street and the outer perimeter of the northeastern right-of-way of Bluff Road approximately fifty-six (56) feet northwest of the southern property corner of TMS #11116-04-29; thence turning and extending therefrom in a southeasterly direction along the northeastern right-of-way of Bluff Road, for a distance of one hundred ninety-four (194) feet to **MH-111A** located in outer perimeter of the northeastern right-of-way of Bluff Road approximately fifteen (15) feet southeast of the southern property corner of TMS #11116-04-28, n/f Elwood; thence turning and extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Bluff Road, for a distance of two hundred seventeen (217) feet to **MH-111** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately three (3) feet southeast of the southeastern property corner of the TMS #11116-04-20, n/f Brandyburg; thence terminating.

Sheet 19 - **Also**, an 8" sanitary sewer line beginning at **MH-78** and tie to the aforescribed 8" sanitary sewer line located in the intersection of Abbott Road and the outer perimeter of the northeastern right-of-way of Bluff Road approximately seventeen (17) feet southwest of the southwestern property corner of TMS #11116-03-55, n/f Nifty Properties, LLC; thence extending therefrom in a northeasterly direction along Abbott Road, for a distance of three hundred eighty-seven (387) feet to **MH-80** located in Abbott Road approximately thirteen (13) feet northwest of the northwestern property corner of TMS #11116-03-33, n/f Stoneridge, LLC; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of three hundred (300) feet to **MH-81** located in Abbott Road approximately eighteen (18) feet southwest of the northwestern property corner of TMS #11116-03-45, n/f Morant; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of three hundred six (306) feet to **MH-82** located in Abbott Road approximately nine (9) feet northwest of the northwestern property corner of TMS #11116-03-52, n/f Hampton; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of two hundred three (203) feet to **MH-83A** located in Abbott Road approximately forty-seven (47) feet northeast of the western property corner of TMS#11213-04-01, n/f Parker; thence turning and extending therefrom in a northeasterly direction along Abbott Road and Shop Road, for a distance of ninety-six (96) feet to **MH-83** located in the intersection of Abbott Road and the northeastern right-of-way of Shop Road approximately nine (9) feet southwest of the western property corner of TMS #11213-03-23, n/f Foster; Sheet 33 - thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of two hundred seventy-eight (278) feet to **MH-141** located in Abbott Road approximately twenty (20) feet northeast of the westernmost property corner of TMS #11213-03-29, n/f Gilmore; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of three hundred nine (309) feet to **MH-142** located in Abbott Road approximately thirty-one (31) feet southwest of the northwestern property corner of TMS #11213-03-36, n/f Jefferson; thence turning and extending therefrom in a northeasterly direction along Abbott Road, for a distance of three hundred twelve (312) feet to **MH-143** located in the intersection of Abbott Road and Andrews Road (S-40-1653) approximately sixteen (16) feet northeast of the eastern property corner of TMS #11213-02-03, n/f Keys; Sheet 34 - thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of one hundred twenty-seven (127) feet to **MH-144** located in Andrews Road approximately nine (9) feet northeast of easternmost property corner of TMS #11213-02-16, n/f South Carolina Department of Public Safety; thence turning and extending

therefrom in a northwesterly direction along Andrews Road, for a distance of three hundred forty-three (343) feet to **MH-146** located in Andrews Road approximately three hundred forty-six (346) feet northwest of the easternmost property corner of said TMS #11213-02-16; thence terminating.

Sheet 33 - **Also**, an 8" sanitary sewer line beginning at **MH-144** and tie to the aforescribed 8" sanitary sewer line located in Andrews Road approximately nine (9) feet northeast of easternmost property corner of TMS #11213-02-16, n/f South Carolina Department of Public Safety; thence extending therefrom in a northeasterly direction crossing Andrews Road and along Abbott Road (Private Road) located on TMS #11213-01-01, n/f Cohn 1602 Andrews, LLC, for a distance of three hundred twenty-eight (328) feet to **MH-145** located on said Abbott Road (Private Road), TMS #11213-01-01 approximately twenty-three (23) feet north of the northwestern property corner of TMS #13701-01-03, n/f Keys; thence terminating.

Sheet 19 - **Also**, an 8" sanitary sewer line beginning at **MH-82** and tie to the aforescribed 8" sanitary sewer line located in Abbott Road approximately nine (9) feet northwest of the northwestern property corner of TMS #11116-03-52, n/f Hampton; thence extending therefrom in a northwesterly direction crossing Abbott Road and TMS #11116-02-03, n/f Woodard, for a distance of one hundred thirty-two (132) feet to **MH-82A** located on TMS #11116-02-02, n/f Benefield approximately seven (7) feet northeast of the western property corner of said TMS #11116-02-03; thence turning and extending therefrom in a northwesterly direction crossing said TMS #11116-02-02, for a distance of seventy (70) feet to **MH-82B** located on TMS #11213-05-05, n/f Cochran approximately ten (10) feet northwest of the southernmost property corner of said TMS #11213-05-05; thence terminating.

Sheet 27 - **Also**, a 12" sanitary sewer line beginning at **MH-91** and tie to the aforescribed 12" sanitary sewer line located in the intersection of Blair Street and the northwestern right-of-way of Bluff Road approximately twenty (20) feet northwest of the western property corner of TMS #13603-06-51, n/f Consolidated Pipe & Supply Co.; thence extending therefrom in a northwesterly direction crossing Blair Street and along the outer perimeter of the northeastern right-of-way of Bluff Road, for a distance of ninety-five (95) feet to **MH-91A** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately sixty-three (63) feet northwest of the southernmost property corner of TMS #11115-05-05, n/f Gilberts Properties, LLC; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the northeastern right-of-way of Bluff Road, for a distance of one hundred eighty-eight (188) feet to **MH-110** located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately thirteen (13) feet northwest of the southernmost property corner of TMS #11115-05-01, n/f Williams; thence terminating.

Sheet 28 - **Also**, a 12" sanitary sewer line beginning at **MH-112** located in the intersection of the northeastern right-of-way of Bluff Road and Bates Street approximately ninety-eight (98) feet northeast of the eastern property corner of TMS #11115-03-04, n/f Huiett; thence extending therefrom in a northeasterly direction crossing Bluff Road and along Bates Street, for a distance of two hundred ninety-four (294) feet to **MH-116A** located in the outer perimeter of the southeastern right-of-way of Bates Street; thence turning and extending therefrom in a northeasterly direction along the outer perimeter of the southeastern right-of-way of Bates Street, for a distance of one hundred forty-one (141) feet to **MH-116** located in the outer perimeter of the southeastern right-of-way of Bates Street; thence turning and extending therefrom in a northeasterly direction along Bates Street, for a distance of two hundred twenty (220) feet to **MH-117A** located in Bates Street; thence an 8" sanitary sewer line turning and extending in a northeasterly direction along Bates Street, for a distance of forty-four (44) feet to **MH-117** located in Bates Street; thence turning and extending therefrom in a northeasterly direction along Bates Street, for a distance of two hundred seventy-nine (279) feet to **MH-118** located in Bates Street approximately eighty-five (85) feet south of the southernmost property corner of TMS #11116-04-14, n/f Woodward; thence turning and extending therefrom in a northwesterly direction crossing Bates Street, TMS #11116-04-15, n/f Thompson and along Frasier Street (Private Road) located on TMS #11116-04-09, n/f Scott, for a

distance of two hundred thirty-three (233) feet to **MH-119** located on said Frasier Street (Private Road), TMS #11116-04-09 approximately thirty-six (36) feet northeast of the easternmost property corner of TMS #11116-04-05, n/f Morant; thence turning and extending therefrom in a northeasterly direction along said Frasier Street (Private Road), TMS #11116-04-09, for a distance of two hundred ten (210) feet to **MH-120** located on said Frasier Street (Private Road), TMS #11116-04-09 approximately thirty-five (35) feet southeast of the southern property corner of TMS #11116-04-02, n/f Little Camden Community Organization; thence terminating.

Sheet 29 - **Also**, an 8" sanitary sewer line beginning at **MH-118** and tie to the aforescribed 8" sanitary sewer line located in Bates Street approximately eighty-five feet south of the southernmost property corner of TMS #11116-04-14, n/f Woodward; thence extending therefrom in a northeasterly direction along Bates Street, for a distance of two hundred twenty (220) feet to **MH-121** located in Bates Street approximately forty-four (44) feet southeast of the northeastern property corner of TMS #11116-04-13, n/f Williams; thence turning and extending therefrom in a northeasterly direction along Bates Street, for a distance of one hundred seventy (170) feet to **MH-122B** located in the intersection of Bates Street and the southwestern right-of-way of Shop Road approximately sixty-three (63) feet northeast of the northeastern property corner of TMS #11116-04-11, n/f Scott; thence turning and extending therefrom in a southeasterly/more easterly direction along the intersection of the southeastern right-of-way of Bates Street and the southwestern right-of-way of Shop Road, for a distance of fifteen (15) feet to **MH-122A** located in the intersection of the southeastern right-of-way of Bates Street and the southwestern right-of-way of Shop Road approximately seventy-six (76) feet northeast of the northeastern property corner of said TMS #11116-04-11; thence turning and extending therefrom in a northeasterly direction crossing Shop Road, for a distance of seventy-five (75) feet to **MH-122** located on the common boundary of the northeastern right-of-way of Shop Road and the southwestern property line of TMS #13701-04-17, n/f Brown approximately thirty-four (34) feet southeast of the southwestern property corner of said TMS #13701-04-17; Sheet 30 - thence turning and extending therefrom in a northwesterly direction along the northeastern right-of-way of Shop Road, for a distance of two hundred eight (208) feet to **MH-132** located in the intersection of the northeastern right-of-way of Shop Road and Tolliver Street approximately fourteen (14) feet southwest of the southwestern property corner of TMS #13701-04-52, n/f Inabinet; Sheet 29 - thence turning and extending therefrom in a northeasterly direction along Tolliver Street, for a distance of four hundred (400) feet to **MH-133** located in the outer perimeter of the eastern right-of-way of Tolliver Street approximately sixteen (16) feet southwest of the northwestern property corner of TMS #13701-04-25, n/f Hall; thence turning and extending therefrom in a northerly direction along Tolliver Street, for a distance of one hundred eighty-seven (187) feet to **MH-134** located in Tolliver Street approximately forty (40) feet southwest of the western property corner of TMS #13701-04-06, n/f Jefferson; thence turning and extending therefrom in a northeasterly direction along Tolliver Street, for a distance of two hundred twenty-five (225) feet to **MH-135** located in Tolliver Street approximately one hundred one (101) feet northeast of the southwestern property corner of TMS #13701-04-07, n/f Outlaw; thence terminating.

Sheet 30 - **Also**, an 8" sanitary sewer line beginning at **MH-122** and tie to the aforescribed 8" sanitary sewer line located on the common boundary of the northeastern right-of-way of Shop Road and the southwestern property line of TMS #13701-04-17, n/f Brown approximately thirty-four (34) feet southeast of the southwestern property corner of said TMS #13701-04-17; thence extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Shop Road and along Sands Street (S-40-1235), for a distance of two hundred fifty-seven (257) feet to **MH-123** located in the intersection of the outer perimeter of the northeastern right-of-way of Shop Road and Sands Street approximately fifteen (15) feet southeast of the southeastern property corner of TMS #13701-04-16, n/f Hayes; thence turning and extending therefrom in a northeasterly direction along Sands Street, for a distance of three hundred ninety-six (396) feet to **MH-124** located in Sands Street approximately twenty-seven (27) feet northwest of the northwestern property corner of TMS #13604-01-01, n/f Shop Road Storage, LLC; Sheet 31 - thence turning and extending therefrom in a northeasterly direction along Sands Street, for a distance of one hundred ninety-three

(193) feet to **MH-127** located in Sands Street approximately forty-eight (48) feet northeast of the southernmost property corner of TMS #13701-04-09, n/f Clark; thence turning and extending therefrom in a northeasterly direction along Sands Street and Andrews Road, for a distance of three hundred twenty-seven (327) feet to **MH-128** located in the intersection of Sands Street and Andrews Road approximately seventy (70) feet northeast of the northern property corner of TMS #13701-03-03, Williamson; thence turning and extending therefrom in a northwesterly direction crossing Sands Street and along Andrews Road, for a distance of two hundred forty-four (244) feet to **MH-129** located in Andrews Road approximately thirteen (13) feet southeast of the southwestern property corner of TMS #13701-01-23, n/f Faber; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred fifty-nine (259) feet to **MH-131** located in Andrews Road approximately twenty-one (21) feet northwest of the northernmost property corner of TMS #13701-04-03, n/f Toliver; Sheets 32 & 33 - thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred fifty-eight (258) feet to **MH-132** located in Andrews Road approximately fourteen (14) feet southwest of the southwestern property corner of TMS #13701-01-07, n/f Brown; thence terminating.

Sheet 31 - **Also**, an 8" sanitary sewer line beginning at **MH-129** and tie to the aforescribed 8" sanitary sewer line located in Andrews Road approximately thirteen (13) feet southeast of the southwestern property corner of TMS #13701-01-23, n/f Faber; thence extending therefrom in a northeasterly direction crossing Andrews Road, TMS #13701-01-23 and along TMS #13701-01-22, n/f Whaley, for a distance of two hundred thirty (230) feet to **MH-130** located on TMS #13701-01-22 approximately nineteen (19) feet northwest of the southern property corner of said TMS #13701-01-22; thence terminating.

Sheet 32 - **Also**, an 8" sanitary sewer line beginning at **MH-131** and tie to the aforescribed 8" sanitary sewer line located in Andrews Road approximately twenty-one (21) feet northwest of the northernmost property corner of TMS #13701-04-03, n/f Toliver; thence extending therefrom in a northeasterly direction crossing Andrews Road and along TMS #13701-01-15, n/f Stoianov, for a distance of one hundred twenty (120) feet to **MH-131A** located on said TMS #13701-01-15 approximately one hundred fifteen (115) feet northeast of the southernmost property corner of said TMS #13701-01-15; thence terminating.

Sheet 30 - **Also**, an 8" sanitary sewer line beginning at **MH-136** located in the intersection of the northeastern right-of-way of Shop Road and Walcott Street (S-40-2532) approximately twenty-five (25) feet southeast of the southeastern property corner of TMS #11213-03-22, n/f Watson; thence extending therefrom in a northwesterly direction crossing Walcott Street and along in the outer perimeter of the northeastern right-of-way of Shop Road, for a distance of one hundred thirty-seven (137) feet to **MH-136A** located in the outer perimeter of the northeastern right-of-way of Shop Road; thence terminating.

Sheet 30 - **Also**, an 8" sanitary sewer line beginning at **MH-83** located in the intersection of the northeastern right-of-way of Shop Road and Abbott Road approximately nine (9) feet southwest of the western property corner of TMS #11213-03-23, n/f Foster; thence extending therefrom in a southeasterly direction crossing Abbott Road and along TMS #11213-03-23, for a distance of sixty-eight (68) feet to **MH-140** located on said TMS #11213-03-23; thence terminating.

Sheet 30 - **Also**, an 8" sanitary sewer line beginning at **MH-83** located in the intersection of the northeastern right-of-way of Shop Road and Abbott Road approximately nine (9) feet southwest of the western property corner of TMS #11213-03-23, n/f Foster; thence extending therefrom in a northwesterly direction crossing Abbott Road and along TMS #11213-02-14, n/f Brown, for a distance of one hundred twenty-five (125) feet to **MH-150** located on said TMS #11213-02-14; thence terminating.

Sheet 31 - **Also**, an 8" sanitary sewer line beginning at **MH-124** and tie to the aforescribed 8" sanitary sewer line located in Sands Street approximately twenty-seven

(27) feet northwest of the northwestern property corner of TMS #13604-01-01, n/f Shop Road Storage, LLC; thence extending therefrom in a northwesterly direction crossing Sands Street and along TMS #13701-04-14, n/f Mt. Calvary Baptist Church, for a distance of one hundred ten (110) feet to **MH-125** located on said TMS #13701-04-14 approximately twenty-nine (29) feet south of the southern property corner of TMS #13701-04-20, n/f Geiger; thence terminating.

Sheet 32 - **Also**, an 8" sanitary sewer line beginning at **MH-136** located in the intersection of the northeastern right-of-way of Shop Road and Walcott Street approximately twenty-five (25) feet southeast of the southeastern property corner of TMS #11213-03-22, n/f Watson; thence extending therefrom in a northeasterly direction along Walcott Street, for a distance of two hundred eighty-three (283) feet to **MH-137** located in Walcott Street approximately twenty-two (22) feet northwest of the northwestern property corner of TMS #13701-04-38, n/f Kelley; thence turning and extending therefrom in a northeasterly direction along Walcott Street, for a distance of three hundred (300) feet to **MH-138** located in Walcott Street approximately twenty-five (25) feet southwest of the northwestern property corner of TMS #13701-04-46, n/f Conway; thence turning and extending therefrom in a northeasterly direction along Walcott Street, for a distance of two hundred one (201) feet to **MH-139** located in Walcott Street approximately thirty-three (33) feet northwest of the northwestern property corner of TMS #13701-04-50, n/f I&J Builders, LLC; thence terminating.

Sheet 35 - **Also**, an 8" sanitary sewer line beginning at **MH-158** and tie to the aforescribed 8" sanitary sewer line located in the intersection of the northeastern right-of-way of Bluff Road and Mickens Road approximately eleven (11) feet southwest of the southwestern property corner of TMS #11116-03-31, n/f Sims; thence extending therefrom in a northeasterly direction crossing Bluff Road and along the common boundary of Mickens Road and the northwestern property line of TMS #11116-03-31, n/f Sims, TMS #11116-03-24, n/f Brown, TMS #11116-03-23, n/f Mickens and TMS #11116-03-22, n/f Gillie, for a distance of three hundred eighty-five (385) feet to **MH-159** located in Mickens Road approximately twenty-eight (28) feet southwest of the northeastern property corner of TMS #11116-03-36, n/f North; thence terminating.

Sheet 35 - **Also**, a 12" sanitary sewer line beginning at **MH-151** and tie to the aforescribed 8" and 12" sanitary sewer line located in the outer perimeter of the northeastern right-of-way of Bluff Road approximately thirteen (13) feet southwest of the southeastern property corner of TMS #11116-03-29, n/f Faber; thence extending therefrom in a northeasterly direction along Frasier Street, for a distance of three hundred (300) feet to **MH-152** located in Frasier Street approximately fifty-three (53) feet northeast of the southernmost property corner of TMS #11116-03-25, n/f Parrish; thence turning and extending therefrom in a northeasterly direction along Frasier Street and TMS #11116-04-41, for a distance of two hundred seventy-one (271) feet to **MH-153** located on said TMS #11116-04-41 approximately thirty-nine (39) feet northeast of the southernmost property corner of said TMS #11116-04-41; Sheet 36 - thence turning and extending therefrom in a northwesterly direction crossing said TMS #11116-04-41 and along Walcott Street, for a distance of one hundred forty-two (142) feet to **MH-155** located in Walcott Street approximately nineteen (19) feet northeast of the southernmost property corner of TMS #11116-03-15, n/f Brown; thence turning and extending therefrom in a northeasterly direction along Walcott Street, for a distance of three hundred thirty-two (332) feet to **MH-156** located in Walcott Street approximately eighteen (18) feet southeast of the southernmost property corner of TMS #11116-03-08, n/f Cruel; thence turning and extending therefrom in a northeasterly direction along Walcott Street, for a distance of four hundred (400) feet to **MH-157** located in the intersection of Walcott Street and the outer perimeter of the southwestern right-of-way of Shop Road approximately twenty (20) feet southeast of the northeastern property corner of TMS #11116-03-03, n/f S&P House Moving and Wrecking Company, Inc.; thence turning and extending therefrom in a northeasterly direction along Walcott Street and crossing Shop Road, for a distance of seventy (70) feet to **MH-136** located in the intersection of Walcott Street and the outer perimeter of the northeastern right-of-way of Shop Road approximately twenty-five (25) feet southeast of the southeastern property corner of TMS #11213-03-22, n/f Watson; thence terminating.

Sheet 36 - **Also**, an 8" sanitary sewer line beginning at **MH-157** and tie to the aforescribed 8" sanitary sewer line located in the intersection of Walcott Street (County Road) and the outer perimeter of the southeastern right-of-way of Shop Road approximately twenty (20) southeast of the eastern property corner of TMS #11213-03-03, n/f S&P House Moving and Wrecking Company, Inc.; thence extending therefrom in a northwesterly direction along TMS #11116-03-03, for a distance of sixty (60) feet to **MH-157A** located on said TMS #11116-03-03 approximately twelve (12) feet east of the northernmost property corner of said TMS #11213-03-03; thence terminating.

Sheet 36 - **Also**, an 8" sanitary sewer line beginning at **MH-153** and tie to the aforescribed 8" sanitary sewer line located on TMS #11116-04-41, approximately thirty-nine (39) feet northeast of the southernmost property corner of TMS #11116-04-41; thence extending therefrom in a northeasterly direction crossing TMS #11116-04-41, 11116-04-43, 11116-04-44, 11116-04-45, 11116-04-46 and along TMS #11116-04-47, for a distance of two hundred twenty-six (226) feet to **MH-154** located on said TMS #11116-04-47 approximately nine (9) feet southwest of the eastern property corner of said TMS #11116-04-47; thence terminating.

Sheet 37 - **Also**, a 12" sanitary sewer line beginning at **MH-201** and tie to an existing City of Columbia 10" and 12" sanitary sewer line (Adeline Outfall) located in Andrews Road on TMS #11210-02-10, n/f Owen Electric Steel Company of South Carolina approximately four hundred eighty-seven (487) feet northwest of the eastern property corner of said TMS #11210-02-10; thence extending therefrom in a northwesterly direction along Andrews Road on said TMS #11210-02-10, for a distance of two hundred seventy-four (274) feet to **MH-202** located in Andrews Road on said TMS #11210-02-10 approximately thirty-one (31) feet southeast of the northeastern property corner of TMS #11210-02-09, n/f Smalls; thence turning and extending therefrom in a northwesterly direction along Andrews Road on said TMS #11210-02-10 crossing a portion of said TMS #11210-02-10, TMS #11210-02-09, TMS #11210-02-06, TMS #11210-02-05, TMS #11210-02-04 and along TMS #11210-02-03, for a distance of two hundred seventy-six (276) feet to **MH-203** located in Andrews Road on TMS #11210-02-03, n/f Goodwin approximately twenty-nine (29) feet southwest of the northeastern property corner of said TMS #11210-02-03; thence turning and extending therefrom in a northwesterly direction along Andrews Road crossing TMS #11210-02-03, TMS #11210-02-02 and TMS #11210-02-10, for a distance of two hundred ninety-five (295) feet to **MH-204** located in Andrews Road (County Maintained) approximately twenty-five (25) feet southwest of the northernmost property corner of said TMS #11210-02-10; thence turning and extending therefrom in a southwesterly direction along Andrews Road and said TMS #11210-02-10, for a distance of three hundred forty-seven (347) feet to **MH-205** located in Andrews Road on said TMS #11210-02-10 approximately twelve (12) feet southwest of the southern property corner of TMS #11210-02-19, n/f Davis; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred sixty-seven (267) feet to **MH-206** located in Andrews Road approximately twenty-two (22) feet southwest of the southwestern property corner of TMS #11211-06-34, n/f Davis; Sheet 38 - thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred seventy-one (271) feet to **MH-209** located in Andrews Road approximately twenty-three (23) feet southwest of the southwestern property corner of TMS #11211-06-43, n/f Union Baptist Church #2 Trustees; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of one hundred forty (140) feet to **MH-211** located in Andrews Road approximately twenty-nine (29) feet southeast of the southwestern property corner of TMS #11211-06-50, n/f Bryson; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred twenty-one (221) feet to **MH-213** located in Andrews Road approximately nineteen (19) feet southwest of the southern property corner of TMS #11211-06-58, n/f Jackson; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of one hundred (100) feet to **MH-215** located in Andrews Road approximately nineteen (19) feet southwest of the southern property corner of TMS #11211-06-64, n/f Little; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of one hundred forty-three (143) feet to **MH-217** located in Andrews Road approximately nineteen (19)

feet southwest of the southern property corner of TMS #11211-06-75, n/f Yacoubian; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of three hundred ninety-five (395) feet to **MH-219** located in Andrews Road approximately ninety-nine (99) feet north of the northern property corner of TMS #11211-07-05, n/f Hood Real Estate Investments, LLC; Sheet 39 - thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of three hundred ninety-four (394) feet to **MH-220** located in Andrews Road approximately twenty-eight (28) feet southwest of the southern property corner of TMS #11211-06-79, n/f Jackson; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of one hundred sixty-eight (168) feet to **MH-222** located in Andrews Road approximately twenty-nine (29) feet southwest of the southern property corner of TMS #11211-06-86, n/f Hopkins; thence turning and extending therefrom in a northwesterly direction along Andrews Road, for a distance of two hundred ninety-one (291) feet to **MH-224** located in Andrews Road approximately sixty-six (66) feet northwest of the southwestern property corner of TMS #11211-06-92, n/f State Agricultural & Mechanical Society of SC; thence terminating.

Sheets 39 & 40 - **Also**, an 8" sanitary sewer line beginning at **MH-222** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately twenty-nine (29) feet southwest of the southern property corner of TMS #11211-06-86, n/f Hopkins; thence extending therefrom in a northeasterly direction crossing Andrews Road, TMS #11211-06-85, 84, 83 and 82, for a distance of two hundred forty-eight (248) feet to **MH-223** located on TMS #11211-06-82, n/f GRBI, LLC approximately six (6) feet northeast of the southwestern property corner of said TMS #11211-06-82; thence terminating.

Sheet 39 - **Also**, an 8" sanitary sewer line beginning at **MH-220** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately twenty-eight (28) feet southwest of the southern property corner of TMS #11211-06-79, n/f Jackson; thence extending therefrom in a northeasterly direction crossing Andrews Road and along TMS #11211-06-77, n/f Richland County Recreation Commission, for a distance of two hundred thirty-seven (237) feet to **MH-221** located on said TMS #11211-06-77 approximately fifty-five (55) feet northeast of the southeastern property corner of TMS #11211-06-78, n/f Wolfe; thence terminating.

Sheet 38 - **Also**, an 8" sanitary sewer line beginning at **MH-217** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately nineteen (19) feet southwest of the southern property corner of TMS #11211-06-75, n/f Yacoubian; thence extending therefrom in a northeasterly direction crossing Andrews Road, TMS #11211-06-70, TMS #11211-06-71 and along TMS #11211-06-72, n/f Cantey, for a distance of three hundred three (303) feet to **MH-218** located on said TMS #11211-06-72 approximately sixteen (16) feet southwest of the northern property corner of said TMS #11211-06-72; thence terminating.

Sheet 38 - **Also**, an 8" sanitary sewer line beginning at **MH-215** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately nineteen (19) feet southwest of the southern property corner of TMS #11211-06-64, n/f Little; thence extending therefrom in a northeasterly direction crossing Andrews Road, TMS #11211-06-63, TMS #11211-06-62 and TMS #11211-06-61, for a distance of two hundred ninety-seven (297) feet to **MH-216** located on said TMS #11211-06-61, n/f Woods approximately thirty-five (35) feet south of the southernmost property corner of TMS #11211-06-67, n/f Boykin; thence terminating.

Sheets 38 - **Also**, an 8" sanitary sewer line beginning at **MH-213** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately nineteen (19) feet southwest of the southern property corner of TMS #11211-06-58, n/f Jackson; thence extending therefrom in a northeasterly direction crossing Andrews Road and along an unnamed alley, for a distance of two hundred fifty-nine (259) feet to **MH-214** located in said unnamed alley approximately twelve (12) feet southwest of the southern property corner of TMS #11211-06-60, n/f Jackson; thence terminating.

Sheet 38 - **Also**, an 8" sanitary sewer line beginning at **MH-211** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately twenty-nine (29) feet southeast of the southwestern property corner of TMS #11211-06-50, n/f Bryson; thence extending therefrom in a northeasterly direction crossing Andrews Road and along said TMS #11211-06-50, for a distance of two hundred thirty-six (236) feet to **MH-212** located on said TMS #11211-06-50 approximately thirty (30) feet northeast of the northeastern house corner of TMS #11211-06-51, n/f Bryson; thence terminating.

Sheets 38 - **Also**, an 8" sanitary sewer line beginning at **MH-209** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately twenty-three (23) feet southwest of the southwestern property corner of TMS #11211-06-43, n/f Union Baptist Church #2 Trustees; thence extending therefrom in a northeasterly direction crossing Andrews Road and along an unnamed alley, for a distance of two hundred eighty (280) feet to **MH-210** located in said unnamed alley approximately eight (8) feet west of the northwestern property corner of TMS #11211-06-41, n/f Union Baptist Church #2 Trustees; thence terminating.

Sheet 37 - **Also**, an 8" sanitary sewer line beginning at **MH-206** and tie to the aforescribed 12" sanitary sewer line located in Andrews Road approximately twenty-two (22) feet southwest of the southwestern property corner of TMS #11211-06-34, n/f Davis; thence extending therefrom in a northeasterly direction crossing Andrews Road and along an unnamed alley, for a distance of two hundred sixty-two (262) feet to **MH-207** located in said unnamed alley approximately four (4) feet southeast of the southern property corner of TMS #11211-06-36, n/f Brown; thence turning and extending therefrom in a southeasterly direction crossing said unnamed alley, TMS #11211-06-32 and along TMS #11211-06-30, n/f Jenkins, for a distance of seventy-five (75) feet to **MH-208** located on said TMS #11211-06-30; thence terminating.

Be all measurements a little more or less.

This conveyance also includes an exclusive easement on all sanitary sewer lines and appurtenances heretofore described and shown on the herein-referenced record drawings for the purpose of access, ingress, egress, construction, operation, reconstruction and maintenance of said sanitary sewer lines. The Grantor hereby agrees that no future construction (including, but not limited to buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without the prior approval of the City Engineer.

Also, granted herein is an encroachment permit for access, ingress and egress along all Richland County roadways shown on the herein-referenced record drawings for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1, for the construction, operation, maintenance, repair, reconstruction and extension of services on the sanitary sewer lines and appurtenances for this development.

This conveyance also includes all sanitary sewer line easements shown on a set of record drawings for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1, in Richland County and near the City of Columbia, South Carolina, dated May 15, 1995, prepared for Richland County, prepared by Prime Associates, Inc., Steven C. Wohlfeil, S.C.P.E. #7732, and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under City file reference #180-16.

This conveyance also includes all sanitary sewer line easements recorded in the Richland County Register of Deeds for the herein-referenced project and shown in Exhibit A, attached hereto and incorporated herein.

These sanitary sewer lines are more clearly delineated on a set of record drawings for Arthurtown / Little Camden / Taylors Sanitary Sewer System, Phase 1, in Richland County and near the City of Columbia, South Carolina, dated May 15, 1995, prepared for Richland County, prepared by Prime Associates, Inc., Steven C. Wohlfeil, S.C.P.E. #7732, and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under City file reference #180-16.

HMG / TS

TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

And Grantor warrants that Grantor is the lawful owner of said property and has the right to convey same; and that the property is free and clear of any and all mortgages, liens and encumbrances, except those set-forth hereinabove.

WITNESS the hand and seal of the Grantor by the undersigned this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

**WITNESSES:**

**RICHLAND COUNTY**

\_\_\_\_\_  
(1<sup>ST</sup> Witness Signature)

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

Name: \_\_\_\_\_

\_\_\_\_\_  
(2<sup>ND</sup> Witness Signature)

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)

**ACKNOWLEDGMENT**

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_  
(Name & Title of Officer)

of \_\_\_\_\_ on behalf of the within named Grantor.  
(City & State)

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
(State)

My Commission Expires: \_\_\_\_\_  
(Date)

**ATTORNEY CERTIFICATION**

I, \_\_\_\_\_, an attorney licensed to practice in the State of \_\_\_\_\_ do hereby certify that I supervised the execution of the attached Deed to Sanitary Sewer Lines for Arthurtown / Little Camden / Taylors, with Richland County, as Grantor and the City of Columbia, as Grantee this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
State Bar Number: \_\_\_\_\_

# EXHIBIT A

TMS	Grantor	Document Type	Easement Width	BookPage
11100-01-06		No Easement Found		
11110-01-03		No Easement Found		
11111-01-02	Hunter, Donald	Easement	15'	D1300/964
11111-01-03	Richardson, Shed, et. al.	Easement	15'	D1226/40
11111-01-04		No Easement Found		
11111-01-05	Deneal, Pauline L and Knox, Laurine L., et.al.	Easement	15'	D1311/762
11111-01-35		No Easement Found		
11111-01-36		No Easement Found		
11111-01-51	Merc Associates & Paper Stock Dealers, Inc.	Easement	15'	D1325/457
11111-01-52	Merc Associates & Paper Stock Dealers, Inc.	Easement	15'	D1325/457
11111-01-54	Merc Associates & Paper Stock Dealers, Inc.	Easement	15'	D1325/457
11111-01-55	Merc Associates & Paper Stock Dealers, Inc.	Easement	15'	D1325/457
11115-01-01	Deneal, Pauline, Knox, Laurine L., et.al.	Easement	15'	D1311/752
11115-01-08	Zion Pilgram Baptist Church	Easement	15'	D1228/626
11115-01-12	Deneal, Pauline, Knox, Laurine L., et.al.	Easement	15'	D1311/754
11115-03-04	Huiett, Bennie	Easement	15'	D1229/690
11115-03-05	Washington, Booker T.	Easement	15'	D1300/968
11115-04-01	Bates, Chaney Tolliver	Easement	15'	D1311/756
11115-04-03	Keith, William A. & Lillian W.	Easement	15'	D1267/73
11115-04-04A	Bates, Chaney Tolliver, et.al.	Easement	15'	D1311/750
11115-04-05	Taggart, Martha	Easement	15'	D1283/685
11115-04-14	Williams, Shirley J.	Easement	15'	D1228/576
11115-04-15	Wade, Derrell E.	Easement	15'	D1301/762
11115-04-16	Wade, Derrell E.	Easement	15'	D1301/766
11115-07-19	Kinard, Isaac	Easement	15'	D1283/658
11115-07-20	Rutherford, Laura	Easement	15'	D1311/760
11115-07-32	Central South Carolina Habitat for Humanity, Inc.	Easement	15'	D1299/781
11115-07-39	Central South Carolina Habitat for Humanity, Inc.	Easement	15'	D1299/781
11115-08-16		No Easement Found		
11115-08-50	Goodwin, Clara	Easement	15'	D1283/667
11115-08-51	Blakely Heyward	Easement	15'	D1228/531
11115-08-52	Blakely, Heyward	Easement	15'	D1228/536
11115-08-53	Blakely, Heyward & Nettie B.	Easement	15'	D1229/684
11116-02-02	Benefield, Richard & Johnson, Herman, et.al.	Easement	15'	D1311/758
11116-02-03	Wyman, Williams & Woodward, Shiral	Easement	15'	D1267/64
11116-03-03	S&P House Moving and Wrecking Company, Inc.	Easement	15'	D1228/601
11116-03-19		No Easement Found		
11116-03-20		No Easement Found		
11116-03-21		No Easement Found		
11116-03-22	Mickens, Caesar, et. al.	Easement	15'	D1226/46
11116-03-23	Mickens, Caesar et. al.	Easement	15'	D1226/55
11116-03-24	Red Oaks Land, Inc. et. al.	Easement	15'	D1226/58
11116-03-25		No Easement Found		
11116-03-26		No Easement Found		
11116-03-27		No Easement Found		
11116-03-28		No Easement Found		
11116-03-29		No Easement Found		
11116-03-31	Sims, Willie Ann	Easement	15'	D1228/616
11116-04-03	Brown, Emma, et.al.	Easement	15'	D1226/31
11116-04-04	Morant, Levi and Dorothy	Easement	15'	D1228/646
11116-04-07		No Easement Found		
11116-04-09	Blizzard, Gilbert & Scott, John Sr.	Easement	15'	D1272/991
11116-04-15	Lumpkin, Emily, Heirs at Law	Easement	15'	D1228/611
11116-04-40		No Easement Found		
11116-04-41	Chambers, Mary Lee	Easement	15'	D1228/641
11116-04-43		No Easement Found		
11116-04-44		No Easement Found		
11116-04-45		No Easement Found		
11116-04-46		No Easement Found		
11116-04-47		No Easement Found		
11116-05-04		No Easement Found		
11116-05-05		No Easement Found		
11116-05-07		No Easement Found		
11210-02-02		No Easement Found		
11210-02-03		No Easement Found		
11210-02-04		No Easement Found		

# EXHIBIT A

11210-02-05		No Easement Found		
11210-02-06		No Easement Found		
11210-02-09		No Easement Found		
11210-02-10		No Easement Found		
11211-06-30	Jenkins, Sylvester, Jr.	Easement	15'	D1228/551
11211-06-32	Blizzard, Gilbert & Scott, John Jr.	Easement	15'	D1272/987
11211-06-33	Knapper, Robert & Deborah	Easement	15'	D1267/83
11211-06-34	Davis, Elissiteeve, Trustee	Easement	15'	D1300/976
11211-06-40	Scott, John Wesley	Easement	15'	D1228/591
11211-06-41	Jackson, Ruby	Easement	15'	D1228/566
11211-06-42	McCoy, Eugene, et.al.	Easement	15'	D1246/406
11211-06-43	The Board of Trustees Union First Baptist Church #2	Easement	15'	D1299/777
11211-06-50	Funchess, Hattie	Easement	15'	D1228/526
11211-06-54	Jackson, Green, Jr.	Easement	15'	D1228/556
11211-06-55	Jackson, Green	Easement	15'	D1228/541
11211-06-56	Scott, Janie	Easement	15'	D1228/571
11211-06-57	Millner, Agusta Eric	Easement	15'	D1228/631
11211-06-61	Woods, Willis, Jr.	Easement	15'	D1267/88
11211-06-62	Woods, Willis	Easement	15'	D1267/59
11211-06-63	Green, Jesse P., et.al.	Easement	15'	D1226/49
11211-06-70	Yacoubian, Lynn George	Easement	15'	D1228/621
11211-06-71	Scott, John Wesley	Easement	15'	D1228/596
11211-06-72	Hampton Cantey, et.al.	Easement	15'	D1228/336
11211-06-77	Richland County School District One	Easement	15'	D1373/70
11211-06-79	Jackson, Joseph L.	Easement	15'	D1228/546
11211-06-82		No Easement Found		
11211-06-83		No Easement Found		
11211-06-84		No Easement Found		
11211-06-85		No Easement Found		
11211-06-86	Caldwell, Hattie, et. al.	Easement	15'	D1226/43
11211-06-87	Hopkins, Earl Ray, et.al.	Easement	15'	D1228/338
11211-06-88	Belton, Joseph, et.al.	Easement	15'	D1237/115
11213-01-01		No Easement Found		
11213-02-14	Jackson, Lucy H.	Easement	15'	D1229/679
11213-02-15	Whaley, James L.	Easement	15'	D1269/657
11213-03-22	Watson, Lizzie M.	Easement	15'	D1228/581
11213-03-23	Rose, Richard, Jr.	Easement	15'	D1228/606
11213-05-05	Cochran, Rafter, et.al.	Easement	15'	D1226/34
11213-05-06	Cochran, Maggie McCloud, et.al.	Easement	15'	D1237/112
13701-01-15	Belton, Irvin	Easement	15'	D1370/481
13701-01-20	Young, Rudolph, et.al.	Easement	15'	D1226/52
13701-01-21	Young, Rudolph	Easement	15'	D1283/649
13701-01-22	Whaley et. al.	Easement	15'	D1283/676
13701-01-23	Faber, James & Wilette	Easement	15'	D1300/972
13701-04-14		No Easement Found		
13701-04-16	Hayes, Ladson	Easement	15'	D1228/636
13701-04-17	Hayes, Ladson & Dorothy	Easement	15'	D1267/78
13701-04-18	Hamilton, Joanness	Easement	15'	D1228/561
13701-04-19	Toliver, Joseph	Easement	15'	D1228/586
13701-04-20	Hamilton, Carrie	Easement	15'	D1267/69
13701-04-29	Inabinett, Emma, et.al.	Easement	15'	D1226/37

## Richland County Council Request for Action

**Subject:**

Case # 23-009MA  
Michael Bell  
RU to GC (3 Acres)  
S/S Garners Ferry Road  
TMS # R21800-05-20 (Portion of)

**Notes:**

First Reading: June 27, 2023  
Second Reading: July 11, 2023 {Tentative}  
Third Reading: July 18, 2023 {Tentative}  
Public Hearing: June 27, 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 # R21800-05-20 (PORTION OF) FROM RURAL DISTRICT (RU) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R21800-05-20 (Portion of) from Rural District (RU) to General Commercial District (GC).

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

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

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

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Overture Walker, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023

\_\_\_\_\_  
Anette A. Kirylo  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing:        June 27, 2023  
First Reading:        June 27, 2023  
Second Reading:      July 11, 2023  
Third Reading:        July 18, 2023

# Richland County Council Request for Action

**Subject:**

An Ordinance Amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; by amending the Business License Class Schedule Table and the Business License Schedule Rates Table so as to make conforming changes

**Notes:**

June 27, 2023 – The Administration and Finance Committee recommended Council approve the 2023 Business License Rate Class Schedule to maintain compliance with the SC Fiscal Affairs Office. In addition, to approve the updated Business License Tax Rates to conform to the FY23-24 Richland County budget ordinance.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Zach Cavanaugh	<b>Title:</b>	Director
<b>Department:</b>	Community Planning & Development	<b>Division:</b>	Business Service Center
<b>Date Prepared:</b>	June 2, 2023	<b>Meeting Date:</b>	June 27, 2023
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	June 9, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	June 12, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 8, 2023
<b>Approved for consideration:</b>	Assistant County Administrator	Aric A Jensen, AICP	
<b>Meeting/Committee</b>	Administration & Finance		
<b>Subject</b>	Business Service Center Ordinance Amendment		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends approval of the 2023 Business License Rate Class Schedule to maintain compliance with the South Carolina Fiscal Affairs office.

Staff also recommends approval of the updated Business License Tax Rates to conform to the FY23-24 Richland County budget ordinance.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Compliance with the South Carolina Fiscal Affairs office ensures businesses are charged appropriately for their 2024 business license.

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

Business License Tax schedules are updated every odd year based on the IRS profitability index. Based on the IRS profitability index data, the South Carolina Fiscal Affairs office assigns each industry type a rate class based on their North American Industry Classification System (NAICS) code. The updated 2023 Business License Tax schedule will ensure Richland County's compliance with the SC Fiscal Affairs office.

To conform to the FY23-24 Richland County budget ordinance, the Richland County Business Service Center Business License Tax Schedule Rates must be adjusted to match what was passed with the annual budget.

#### **MOTION OF ORIGIN:**

There is no associated Council motion of origin.

#### **STRATEGIC & GENERATIVE DISCUSSION:**

Staff recommends approval of the 2023 Business License Class Schedule by NAICS code to comply with the South Carolina Fiscal Affairs office. Every odd year, each industry type is placed into a rate class based on the IRS's profitability index data. The 2023 business license class schedule has 7 industry types going down either one or two rate classes and two industry types going up a rate class compared to the 2021 business license class schedule.

Once each industry type is placed into their 2023 rate class, the Director of Business Services will implement this change within the Business Service Centers software with an effective date of January 1, 2024.

If this request is denied, Richland County would be non-compliant with the South Carolina Fiscal Affairs office which would result in businesses being charged either too much or not enough for their 2024 business license.

Staff also recommends approval of the updated Business License Tax Rates to conform with the FY23-24 Richland County budget ordinance. With the passage of the FY23-24 budget ordinance, an updated Business License Tax rate structure was included. This ordinance amendment will ensure that the Richland County budget ordinance and the Business Service Center's ordinance match in relation to Business License Tax rates.

#### **ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:**

Commit to Fiscal Responsibility- Ensuring compliance with State mandated business license tax structure changes promotes fiscal responsibility and transparency.

Establish Operational Excellence- Maintaining the integrity of the Business Service Centers ordinance to comply with State mandated changes or changes made by Richland County ensures operational excellence along with compliance.

#### **ATTACHMENTS:**

1. Business Service Center Ordinance Amendment

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 16, LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS; BY AMENDING THE BUSINESS LICENSE CLASS SCHEDULE TABLE AND THE BUSINESS LICENSE SCHEDULE RATES TABLE SO AS TO MAKE CONFORMING CHANGES.

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. Section 16-5 of the Richland County Code of Ordinances is amended by deleting the tables in Section 16-5(5) entitled “2021 BUSINESS LICENESS CLASS SCHEDULE BY NAICS CODE” and “Richland County Business Service Center Business License Tax Schedule Rates” and inserting:

**2023 BUSINESS LICENSE CLASS SCHEDULE BY NAICS CODE**

<b>NAICS Sector/Subsector</b>	<b>Industry Sector</b>	<b>Class</b>
<b>11</b>	Agriculture, forestry, hunting and fishing	1.00
<b>21</b>	Mining	2.00
<b>31</b>	Manufacturing	3.00
<b>32</b>	Manufacturing	3.00
<b>33</b>	Manufacturing	3.00
<b>42</b>	Wholesale Trade	1.00
<b>44</b>	Retail Trade	1.00
<b>45</b>	Retail Trade	1.00
<b>48</b>	Transportation and Warehousing	1.00
<b>49</b>	Transportation and Warehousing	1.00
<b>51</b>	Information	4.00
<b>52</b>	Finance and Insurance	7.00
<b>53</b>	Real Estate and Rental and Leasing	7.00
<b>54</b>	Professional, Scientific, and Technical Services	5.00
<b>55</b>	Management of Companies	7.00
<b>56</b>	Administrative and Support and Waste Management and Remediation Services	3.00
<b>61</b>	Educational Services	3.00
<b>62</b>	Health Care and Social Assistance	4.00
<b>71</b>	Arts, Entertainment, and Recreation	3.00
<b>721</b>	Accommodation	1.00
<b>722</b>	Food Services and Drinking Places	2.00
<b>81</b>	Other Services	4.00

<b>Class 8</b>	<b>Mandatory or Recommended Subclasses</b>	
23	Construction	8.10
482	Rail Transportation	8.20
517311	Wired Telecommunications Carriers	8.30
517312	Wireless Telecommunications Carriers (except Satellite)	8.30
5241	Insurance Carriers	8.40
5242	Insurance Brokers for non-admitted Insurance Carriers	8.40
713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.60
<b>Class 9</b>	<b>Optional Subclasses</b>	
423930	Recyclable Material Merchant Wholesalers (Junk)	9.10
522298	Pawnshops	9.20
4411	Automobile Dealers	9.30
4412	Other Motor Vehicle Dealers	9.30
454390	Other Direct Selling Establishments (Regular Peddlers)	9.41
454390	Other Direct Selling Establishments (Seasonal Peddlers)	9.42
713290	Bingo Halls	9.50
711190	Other Performing Arts Companies (Carnivals and Circuses)	9.60
722410	Drinking Places (Alcoholic Beverages)	9.70

*Note: Class Schedule is based on 2017 IRS Data.*

**Richland County Business Service Center Business License Tax Schedule Rates**

<u>Rate Class</u>	<u>Income \$0-2,000</u>	<u>All Income Over \$2,000 (Rate per \$1,000 or fraction thereof)</u>
<b>1</b>	\$20.00	\$1.00
<b>2</b>	\$22.00	\$1.10
<b>3</b>	\$24.00	\$1.20
<b>4</b>	\$26.00	\$1.30
<b>5</b>	\$28.00	\$1.40
<b>6</b>	\$30.00	\$1.50
<b>7</b>	\$32.00	\$1.60
<b>8</b>	See Class 8 Rates Below	See Class 8 Rates Below

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

**SECTION III. Effective Date.** Except as otherwise provided, this ordinance shall be enforced from and after \_\_\_\_\_.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Overture Walker, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

\_\_\_\_\_  
Anette Kirylo  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request for Action

**Subject:**

County Administrator - Reimbursement Resolution for GO Bonds

**Notes:**

June 27, 2023 – The Administration and Finance Committee recommended Council approve the Reimbursement Resolution for expenses not to exceed \$25,000,000 related to the issuance of General Obligation bonds to acquire, construct, renovate, improve, and equip the Family Services Center at the former Dillard’s Building at Columbia Place Mall and to fund continued capital improvements at Alvin S. Glenn Detention Center.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Lori Thomas	<b>Title:</b>	Assistant County Administrator	
<b>Department:</b>	Administration	<b>Division:</b>		
<b>Date Prepared:</b>	June 13, 2023	<b>Meeting Date:</b>	June 27, 2023	
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	June 20, 2023	
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	June 20, 2023	
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 20, 2023	
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM		
<b>Meeting/Committee</b>	Administration & Finance			
<b>Subject</b>	Reimbursement Resolution for 2023-24 General Obligation Bond for Family Services Center and Improvements at Alvin S. Glenn Detention Center			

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends approval of the Reimbursement Resolution for expenses not to exceed \$25,000,000 related to the issuance of General Obligation bonds to acquire, construct, renovate, improve, and equip the Family Services Center at the former Dillard’s Building at Columbia Place Mall and to fund continued capital improvements at Alvin S. Glenn Detention Center.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Please see Attachment 1 – Resolution Regarding the Intent of Richland County, South Carolina to Reimburse Itself for Expenditures from the Proceeds of Tax-Exempt Obligations.

*Applicable department/grant key and object codes: to be determined*

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

None.

**REGULATORY COMPLIANCE:**

The Internal Revenue Service and U.S. Treasury Department have promulgated Section 1.150-2 of the Treasury Regulations (“Regulations”) which authorizes an issuer to reimburse itself for expenditures made with respect to projects prior to the issuance of tax-exempt obligations.

#### **MOTION OF ORIGIN:**

There is no associated Council motion of origin.

#### **STRATEGIC & GENERATIVE DISCUSSION:**

Each South Carolina county is required by state statute to provide housing for certain state agencies that provide services to citizens. Many of those agencies provide services that promote the best possible health and well-being of those citizens most at risk. These agencies include the Department of Social Services and all of its programs (i.e. child well-being services, child protective services, SNAP (Supplemental Nutrition Assistance Program)/TANF (Temporary Assistance for Needy Families)), the Department of Health and Human Services, the Department of Health and Environmental Control as well as their partners, WellPartners Dental and Vision Services.

As the second largest county in the South Carolina and home to the State capitol, Richland County is home to a very diverse population of almost 420,000 citizens with approximately 20% thereof on Medicaid assistance. Additionally, the US Census Bureau estimates that 17% of Richland County citizens are at or below the poverty level; 11.7% are without health insurance; and 10.4% under the age of 65 suffer from some disability. Given these factors, approximately 84,000 citizens are currently served by the Department of Social Services (DSS), Department of Health and Human Services (DHHS) and/or the Department of Health and Environmental Control (DHEC) for assistance for their basic needs.

Currently, DSS and DHHS serve those in need from a 42,000 square facility on Two Notch Road that has housed these programs for over a quarter century with no expansion in spite of the more than 30% population increase. Because of the growth in population of those who require these services, additional space that is better equipped to serve the population and effectively execute programs is necessary. Additionally, those citizens requiring any health related services provided by DHEC must visit another facility located on Hampton Street. Because many of these individuals do not have reliable transportation, movement between these facilities is a challenge and expends already limited resources. The County believes and has committed to providing a space that not only will better serve these citizens with dignity and integrity, but that will also provide a safe and more comfortable environment for those State employees providing these services. The new facility would also include DHEC so that those seeking services will be able to meet their needs in one location.

To further Council and the Administrator's improvements at Alvin S. Glenn Detention Center, additional funding is necessary to continue housing unit and other upgrades. These improvements are underway and will continue until the entire facility is complete.

#### **ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INTIATIVE:**

Goal 4- Plan for Growth through Inclusive and Equitable Infrastructure; Initiative 4.3 Create excellent amenities and facilities

#### **ATTACHMENTS:**

1. Reimbursement Resolution

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**A RESOLUTION**

**RESOLUTION REGARDING THE INTENT OF RICHLAND COUNTY, SOUTH CAROLINA TO REIMBURSE ITSELF FOR EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS**

WHEREAS, the Internal Revenue Service and U.S. Treasury Department have promulgated Section 1.150-2 of the Treasury Regulations (“Regulations”) which authorizes an issuer to reimburse itself for expenditures made with respect to projects prior to the issuance of tax-exempt obligations for the projects;

WHEREAS, in order to be eligible for reimbursement, the Regulations require that the governing body of the issuer declare an official intent to reimburse an expenditure prior to or not later than 60 days following the payment of the expenditure;

WHEREAS, the County Council of Richland County, South Carolina (“County”), has determined that it is in the best interest of the County to (i) design, acquire, construct and equip a Family Services Center in the County, (ii) renovate and improve the Alvin S. Glenn Detention Center, and (iii) undertake such other capital improvements as are approved by County Council (collectively, “Project”);

WHEREAS, the County expects that it will issue tax-exempt obligations (“Obligations”) and utilize the proceeds therefrom to finance all or a portion of the costs of the Project; and

WHEREAS, the County has incurred, or expects to incur, expenditures (“Expenditures”) in connection with the Project from funds currently available to the County prior to the execution and delivery of the Obligations and intends, and reasonably expects, to reimburse itself for the Expenditures from the proceeds of the sale of the Obligations.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA:

Section 1. Official Declaration of Intent. The County presently intends, and reasonably expects, to reimburse itself for Expenditures incurred and paid by the County on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Obligations. The County reasonably expects to issue the Obligations to finance the costs of the Project and the maximum principal amount that the County expects to reimburse itself from the proceeds of the Obligations for the costs of the Project is not exceeding \$25,000,000.

Section 2. Compliance with Regulations. This Resolution is a declaration of the County’s official intent under Regulation §1.150-2 to evidence the County’s intent to reimburse itself for Expenditures from the Obligations. The County understands that Expenditures which may be reimbursed are limited to Expenditures which are (a) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of “placed in service” under Regulation §1-150-2) under general federal income tax principles; or (b) certain *de minimis* or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f).

Section 3. Effective Date. This Resolution is effective immediately on the date of its adoption.

**AND IT IS SO RESOLVED** this 11<sup>th</sup> day of July 2023.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)

ATTEST:

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Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

## Richland County Council Request for Action

**Subject:**

An Ordinance authorizing a deed to Allen University for 1741 Cushman Drive, Columbia, South Carolina; Richland County TMS #14103-02-20A

**Notes:**

First Reading: June 6, 2023

Second Reading: June 13, 2023

Third Reading: July 11, 2023 {Tentative}

Public Hearing: July 11, 2023

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

AN ORDINANCE AUTHORIZING A DEED TO ALLEN UNIVERSITY FOR  
1741 CUSHMAN DRIVE, COLUMBIA, SOUTH CAROLINA; RICHLAND  
COUNTY TMS #14103-02-20A.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed for 1741 Cushman Drive, Columbia, South Carolina, which is also described as TMS# 14103-02-20A, to ALLEN UNIVERSITY, as specifically described in the attached Title to Real Estate, attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Overture Walker, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
Anette Kirylo  
Clerk of Council

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

## Richland County Council Request for Action

**Subject:**

Authorizing the joint development and creation of a mutlicounty 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 multicity park; and other related matters

**Notes:**

First Reading: May 16, 2023  
Second Reading: June 6, 2023  
Third Reading: July 11, 2023  
Public Hearing: July 11, 2023

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 a master agreement to govern the operations of the 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: June 6, 2023  
Public Hearing: July 11, 2023  
Third Reading: July 11, 2023

**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 accuratemetes 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 a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Foundation to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

**Notes:**

First Reading: June 13, 2023  
Second Reading: July 11, 2023  
Third Reading:  
Public Hearing:

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

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT FOUNDATION TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.**

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

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

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

WHEREAS, Project Foundation, (“Sponsor”), desires to establish its corporate headquarters in the County (“Project”) consisting of taxable investment in real and personal property of approximately \$10,000,000 and the creation of approximately 40 new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the 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 and other incentives, 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, the Director of Economic Development, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents, and for the Clerk to County Council to attest the same, as may be appropriate to effect the intent of 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:

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Clerk of Council, Richland County Council

First Reading: June 13, 2023  
Second Reading: July 11, 2023  
Public Hearing:  
Third Reading:

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

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

**BETWEEN**

**[PROJECT FOUNDATION]**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF [ ]**

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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 Foundation</b>	
<b>Project Location</b>		
<b>Tax Map No.</b>		
<b>FILOT</b>		
• Phase Exemption Period	30 Years	Pg. 3; §1.1
• Contract Minimum Investment Requirement	\$10,000,000	Pg. 2; §1.1
• Contract Minimum Jobs Requirement	40	Pg. 2; §1.1
• Investment Period	5 Years	Pg. 3; §1.1
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• Claw Back Information	Pro Rata	Pg. 9; §6.1; Exhibit E
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• Brief Description	50%	Pg. 9; §5.1; Exhibit D
• Credit Term	10 Years	
• Claw Back Information	Pro Rata	Pg. 9; §6.1; Exhibit E
<b>Other Information</b>	N/A	

## FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [DATE], between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and PROJECT FOUNDATION, a [corporation]/[limited liability company]/[limited partnership] organized and existing under the laws of the State of [] (“*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 its corporate headquarters (“*Facility*”) in the County, consisting of taxable investment in real and personal property of approximately \$10,000,000 and the creation of approximately 40 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 Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2024.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$10,000,000.

“**Contract Minimum Jobs Requirement**” means not less than 40 new, 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 Agreement.

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

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

“**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, 2063, the Final Termination Date is expected to be January 15, 2065, 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, 2029.

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

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

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

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

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

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 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 Project Foundation and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

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

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

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

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

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

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

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

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

(c) The County identified the Project, as a "project" on [DATE] by adopting an Inducement Resolution, as defined in the Act on [DATE].

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

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

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

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

(b) The Sponsor intends to operate the Project as a corporate headquarters 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 2024. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

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

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

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing on 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 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 475.4 mills, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, [2022].

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

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

**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, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

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

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

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

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

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

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

**Section 4.5. Condemnation.**

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

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

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

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

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

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

**ARTICLE V  
ADDITIONAL INCENTIVES**

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

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

**ARTICLE VI  
CLAW BACK**

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

**ARTICLE VII  
DEFAULT**

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

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

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

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

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

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

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

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

**Section 7.2. Remedies on Default.**

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

**ARTICLE VIII  
PARTICULAR RIGHTS AND COVENANTS**

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

**Section 8.2. Confidentiality.** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or

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

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

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

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

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

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

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

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

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

this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

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

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

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

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

## ARTICLE IX SPONSOR AFFILIATES

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

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

**ARTICLE X  
MISCELLANEOUS**

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

**IF TO THE SPONSOR:**

Project Foundation

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

Nelson Mullins Riley & Scarborough, LLP  
Attn: Edward G. Kluiters  
1320 Main Street, 17th Floor  
Columbia, South Carolina 29201

**IF TO THE COUNTY:**

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

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

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

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

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

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

**PROJECT FOUNDATION**

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

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

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

All that certain piece, parcel or tract of land, together with any improvements thereon, if any, situate, lying and being in the Town of Irmo, County of Richland, State of South Carolina, being shown and designated as TRACT A (4.37 AC) and TRACT B (1.15 AC) as shown on that certain plat entitled "Plat Prepared for The Mungo Company Office Complex" by Belter and Associates, Inc., dated 8/31/95, last revised 7/21/22 and recorded 11/22/22 in the ROD Office for Richland County, South Carolina in Book 2797 at page 2186. Said Tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

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

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

**1. Joinder to Fee Agreement.**

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

**2. Capitalized Terms.**

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

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

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

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

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

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

**4. Governing Law.**

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

**5. Notice.**

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

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

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

\_\_\_\_\_  
Date

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

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

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

The County agrees to provide an Infrastructure Credit for a period of 10 years commencing after the first phase of the Project is placed in service, anticipated to be in \_\_\_\_\_, and shall be comprised of a 50% Infrastructure Credit to be applied against the Company's FILOT payment on the Project for the first year of the term of the Fee Agreement and a 50% Infrastructure Credit for the next 9 years. 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.

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

If the Sponsor fails to make the Contract Minimum Investment Requirement or achieve the Contract Minimum Jobs Requirement as of the end of the Investment Period, then the Infrastructure Credits received by the Company are subject to a claw back which is calculated with the formula below. Further, the Infrastructure Credits due to the Company during the years of the Credit Term remaining after the end of the Investment Period, if any, shall be reduced prospectively by the Claw Back Percentage.

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

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

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

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

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

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 Company had received \$1,369,500 in Infrastructure Credits, and had invested \$7,500,000 and created 35 jobs by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

$$\text{Jobs Achievement Percentage} = 35/40 = 87.5\%$$

$$\text{Investment Achievement Percentage} = \$7,500,000/\$10,000,000 = 75\%$$

$$\text{Overall Achievement Percentage} = (87.5\% + 75\%)/2 = 81.25\%$$

$$\text{Claw Back Percentage} = 100\% - 81.25\% = 18.75\%$$

$$\text{Repayment Amount} = \$1,369,500 \times 18.75\% = \$256,781.25$$

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

**Notes:**

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

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

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND VISTA DEPOT HOLDING, LLC, AMONG OTHER OF ITS AFFILIATES, TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.**

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

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

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

WHEREAS, Vista Depot Holding, LLC, a South Carolina limited liability company (“Sponsor”), desires to establish a premier, mixed-use development project to include a four-star hotel and a three-star hotel in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$135,000,000.00 (the “Investment”), which Investment is expected to include not less than \$25,000,000.00 in Public Infrastructure investment, and the creation of 160 new, full-time jobs; and

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

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

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

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

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

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

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

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

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

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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: July 11, 2023  
Second Reading:  
Public Hearing:  
Third Reading:

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

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

**BETWEEN**

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

**AND**

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

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF []**

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**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
<b>Sponsor Name</b>	<b>Vista Depot Holding, LLC</b>	
<b>Project Location</b>	<i>[to be updated upon finalizing consolidation transactions]</i>	
<b>Tax Map No.</b>	<i>[to be updated upon finalizing consolidation transactions]</i>	
<b>FILOT</b>		
• Phase Exemption Period	30 years	
• Contract Minimum Investment Requirement	\$135,000,000.00	
• Contract Minimum Jobs Requirement	160	
• Investment Period	5 years	
• Assessment Ratio	6%	
• Millage Rate	.5502	
• Fixed or Five-Year Adjustable Millage	Fixed	
• Claw Back Information		
<b>Multicounty Park</b>	I-77 Corridor Regional Industrial Park	
<b>Infrastructure Credit</b>		
• Brief Description	50% Special Source Revenue Credit	
• Credit Term	15 years	
• Claw Back Information	<i>Pro-rata; Capped at Public Infrastructure Investment, see <b>Exhibit E</b></i>	
<b>Other Information</b>		

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

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

WITNESSETH:

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

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

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

(d) By an ordinance enacted on \_\_\_\_\_, 2023, County Council authorized the County to enter into this Fee Agreement with the Sponsor Parties to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor Parties to locate its Facility in the County.

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

**ARTICLE I**  
**DEFINITIONS**

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

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

**“Act Minimum Investment Requirement”** means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

**“Administration Expenses”** means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments[, Infrastructure Credits or other incentives] provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

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

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

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

**“Contract Minimum Jobs Requirement”** means not less than 160 full time, jobs created by the Sponsor Parties in the County in connection with the Project.

**“Contract Minimum Public Investment Requirement”** means an investment in Public Infrastructure at the Project of not less \$25,000,000.00. Public Infrastructure which is comprised of taxable real and personal property shall be counted towards achievement of the Contract Minimum Investment Requirement.

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

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

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

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

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

**“Economic Development Property”** means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its

annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 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.

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

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

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

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

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

“**Sponsor Affiliate**” means Vista Depot Res I, LLC, Vista Depot Garage, LLC, and Cola CH Holdings, LLC, all limited liability companies organized and existing under the laws of the State of South Carolina and any other entity that participates in the investment or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“*Sponsor Party*” shall have the meaning given in the preamble of this Fee Agreement.

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

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

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

## ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

(c) The County identified the Project, as a “project” on \_\_\_\_\_, 2023 and by adopting an Inducement Resolution, as defined in the Act on even date.

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

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

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

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in

the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

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

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

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

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

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

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

### **ARTICLE III** **THE PROJECT**

**Section 3.1** *The Project.* The Sponsor Parties intend and expect to (i) construct or acquire the Project and (ii) meet the Minimum Investment Requirement within the Investment Period. The Sponsor Parties anticipate that the first Phase of the Project will be placed in service not later than the calendar year ending December 31, 20[23]. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Minimum Investment Requirements are not met, the benefits provided to the Sponsor Parties, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

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

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

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 20[24], the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor, Co-Sponsors, and all Sponsor Affiliates, if any, the information required by the

terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

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

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

## **ARTICLE IV** **FILOT PAYMENTS**

### **Section 4.1**     ***FILOT Payments.***

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property and Improvements portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 0.5502, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2022.

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

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

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

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

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

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

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

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

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

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

**Section 4.5** *Condemnation.*

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the

judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

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

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

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

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

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

## ARTICLE V ADDITIONAL INCENTIVES

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

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

## ARTICLE VI CLAW BACK

**Section 6.1** *Claw Back.* If the Sponsor Parties fail to perform their obligations under this Fee Agreement as described in Exhibit E, then the Sponsor Parties shall be subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor Parties to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the

County. If not timely paid, the amount due from the Sponsor Parties to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and **Exhibit E** survives termination of this Fee Agreement.

## **ARTICLE VII** **DEFAULT**

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

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

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

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

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

(e)    Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under paragraph (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action. For the avoidance of doubt, failure by the Sponsor Parties to develop the four-star hotel portion of the Project in accordance with the Hotel Standard shall be a failure by the Sponsor to perform its obligations under this Fee Agreement and an Event of Default under this Section 7.1;

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

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

### **Section 7.2**    *Remedies on Default.*

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

(i)    terminate this Fee Agreement; or

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

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

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

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

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

## **ARTICLE VIII** **PARTICULAR RIGHTS AND COVENANTS**

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

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

**Section 8.3 Indemnification Covenants.**

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

pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

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

(c) The County may request the Sponsor Parties to resist or defend against any claim on behalf of an Indemnified Party. On such request, Sponsor Parties shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor's expense. Each Sponsor Party is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided that no Sponsor Party is entitled to settle any such claim without the consent of that Indemnified Party.

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

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

(f) The obligations under this Section 8.4 shall survive termination of this Fee Agreement.

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

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

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

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

**Section 8.8** *Administration Expenses.* The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$10,000.00. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

## **ARTICLE IX** **SPONSOR AFFILIATES**

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

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

**ARTICLE X**  
**MISCELLANEOUS**

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

**IF TO THE SPONSOR OR ANY OTHER SPONSOR PARTY:**

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

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

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

**IF TO THE COUNTY:**

RICHLAND COUNTY, SOUTH CAROLINA  
Attn: Richland County Economic Development Director  
2020 Hampton Street  
Columbia, South Carolina 29204

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

PARKER POE ADAMS & BERNSTEIN LLP  
Attn: Ray E. Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509  
[rayjones@parkerpoe.com](mailto:rayjones@parkerpoe.com)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, including specifically the obligations arising under Section 8.4 of this Fee Agreement, survive such termination.

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

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

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

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

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

*[Signature pages follow]*

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

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

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

**ATTEST:**

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

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

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

**SPONSOR:**

**VISTA DEPOT HOLDING, LLC**

---

By: Ben D. Arnold  
Its: Manager

**SPONSOR AFFILIATES:**

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

**VISTA DEPOT HOLDING, LLC**

---

By: Ben D. Arnold  
Its: Manager

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

**VISTA DEPOT HOLDING, LLC**

---

By: Ben D. Arnold  
Its: Manager

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

**VISTA DEPOT HOLDING, LLC**

---

By: Ben D. Arnold  
Its: Manager

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

**Schedule 2.2(c)**

*Hotel Standard Letter*

(attached)



Commercial Real Estate Development Enterprises

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June 23, 2023

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

Dear Mr. Arnold:

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

### **The Criteria for a 4-Star Hotel**

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

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

### **Services and Amenities Offered in a 4-Star Hotel**

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

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



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

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

### **Dual Branded Hyatt Centric and Hyatt House Hotels**

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

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



Commercial Real Estate Development Enterprises

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## **Hyatt Hotels**

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

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

Sincerely,

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



Commercial Real Estate Development Enterprises

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**Ted J. Torres, CHA, ISHC** | Managing Director

[ted.torres@credegroupp.com](mailto:ted.torres@credegroupp.com)

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[credegroupp.com](http://credegroupp.com)



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

**[ TO BE COMPLETED UPON CONSUMATION OF CONSOLIDATION TRANSACTIONS ]**

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

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

**1. Joinder to Fee Agreement.**

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

**2. Capitalized Terms.**

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

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

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

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

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

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

**4. Governing Law.**

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

**5. Notice.**

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

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

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

\_\_\_\_\_  
Date

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

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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

**EXHIBIT C (see Section 3.3)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Claw Back:**

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

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

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

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

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

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

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

*For example, and by way of example only, if the County granted \$1,000,000.00 in Infrastructure Credits, and \$130,000,000.00 had been invested at the Project and 155 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

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

$$\text{Jobs Achievement Percentage} = 155/160 = \mathbf{96.88\%}$$

$$\text{Overall Achievement Percentage} = (96.3\% + 96.88\%) / 2 = 96.6\%$$

$$\text{Claw Back Percentage} = 100\% - 96.6\% = \mathbf{3.4\%}$$

$$\text{Repayment Amount} = \$1,000,000.00 \times 3.4\% = \mathbf{\$34,000.00}$$

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

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

**Public Infrastructure Reduction:**

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

**Reduction Percentage = 100% - Public Infrastructure Achievement Percentage**

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

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

SOUTH CAROLINA

)

)

RICHLAND COUNTY

)

**A RESOLUTION**

**COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BETWEEN RICHLAND COUNTY AND PROJECT GROWTH; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO**

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 (“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 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 Act;

WHEREAS, Project Growth, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to establish, in phases, certain facilities in the County which may be used for manufacturing, warehousing, distribution or commercial activities (collectively, “Project”);

WHEREAS, the Project is anticipated to result in an aggregate investment of approximately \$29,000,000 in taxable real and personal property; and

WHEREAS, as an inducement to the Sponsor to locate the Project in the County, the Sponsor has requested that the County negotiate one or more agreements (collectively, “Agreement”), which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property, as defined in the Act.

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

**Section 1.** This Resolution is an inducement resolution for this Project for purposes of the Act.

**Section 2.** County Council commits to negotiate the Agreement, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property. The further details of the FILOT Payments and the Agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

**Section 3.** County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

**Section 4.** This Resolution is effective after its approval by the County Council.

RESOLVED: July 11, 2023

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk to County Council

## Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of one or more fee-in-lieu of ad valorem taxes and incentive agreements by and between Richland County, South Carolina and Project Growth to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

**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 ONE OR MORE FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENTS BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT GROWTH TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.**

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

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

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

WHEREAS, Project Growth, (“Sponsor”), desires to establish, in phases, certain facilities in the County which may be used for manufacturing, warehousing, distribution or commercial activities (collectively, “Project”) consisting of an aggregate taxable investment in real and personal property of not less than \$29,000,000; and

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

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

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

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

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

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

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

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

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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: July 11, 2023  
Second Reading:  
Public Hearing:  
Third Reading:

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

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

**BETWEEN**

**PROJECT GROWTH**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF \_\_\_\_\_, 2023**

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**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
<b>Sponsor Name</b>	<b>TBA</b>	
<b>Project Location</b>		
<b>Tax Map No.</b>		
<b>FILOT</b>		
<ul style="list-style-type: none"> <li>• Phase Exemption Period</li> </ul>		
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[Brief Description]		
<ul style="list-style-type: none"> <li>• [Credit Term]</li> </ul>		
<ul style="list-style-type: none"> <li>• [Claw Back Information]</li> </ul>		
<ul style="list-style-type: none"> <li>• <b>Other Information</b></li> </ul>		

## FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

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

### WITNESSETH:

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

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

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

(d) By an ordinance enacted on \_\_\_\_\_, 2023, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

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

### ARTICLE I DEFINITIONS

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

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

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments,

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

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

“**Commencement Date**” means the last day of the property tax year during which the initial Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be \_\_\_\_\_, 20\_\_.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Phase Termination Date”** means, with respect to each Phase, the last day of the property tax year which is the 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 Project Growth and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

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

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

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

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

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

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

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

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general

public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on \_\_\_\_\_, 2023 by adopting an Inducement Resolution, as defined in the Act on \_\_\_\_\_, 2023.

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

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

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

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

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

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

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

(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 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 0.5502, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2022.

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

by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

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

**Section 4.2. FILOT Payments on Replacement Property.** If the Sponsor 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 \$5,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

## ARTICLE IX SPONSOR AFFILIATES

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

joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

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

**ARTICLE X  
MISCELLANEOUS**

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

**IF TO THE SPONSOR:**

Project Growth

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

Haynsword Sinkler Boyd, P.A.  
Attn: William R. Johnson  
1201 Main Street, 22<sup>nd</sup> Floor (29201)  
Post Office Box 11889  
Columbia, South Carolina 29211

**IF TO THE COUNTY:**

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

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

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

**Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied

confers on any person or entity other than the County 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

**RICHLAND COUNTY ATTORNEY'S OFFICE**

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

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

**PROJECT GROWTH**

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

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

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

**TBA**

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

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

**1. Joinder to Fee Agreement.**

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

**2. Capitalized Terms.**

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

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

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

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

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

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

**4. Governing Law.**

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

**5. Notice.**

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

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

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

\_\_\_\_\_  
Date

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

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

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

Beginning with the first property tax year for which FILOT Payments are due under this Agreement, the Sponsor is entitled to claim an Infrastructure Credit against the FILOT Payments on the Project in an amount equal to 35% of such FILOT Payments for ten (10) consecutive years. The Infrastructure Credit will be applied to the FILOT Payments due, resulting in the Net FILOT Payment, as defined in Section 1.1 and Section 5.1 of the Fee Agreement.

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

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

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

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

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

In calculating the Investment Achievement Percentage, only the investment made up to the Contract Minimum Investment Requirement will be counted.

*For example, and by way of example only, if the Company had received \$100,000 in Infrastructure Credits, had an Investment Commitment of \$[18,000,000], and had only invested \$13,500,000 by the Certification Date, the Repayment Amount would be calculated as follows:*

$$\text{Investment Achievement Percentage} = \$13,500,000 / \$18,000,000 = 75\%$$

$$\text{Claw Back Percentage} = 100\% - 75\% = 25\%$$

$$\text{Repayment Amount} = \$100,000 \times 25\% = \$25,000$$

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

To the extent there are any years remaining in the Credit Term following the Investment Period, the Infrastructure Credit shall be prospectively reduced by the Claw Back Percentage during the remaining Credit Term.

# Richland County Council Request for Action

**Subject:**

An Ordinance of the County Council of Richland County, South Carolina, revising the zoning map of unincorporated Richland County, South Carolina, to change the zoning designation for all real property located in the unincorporated areas of Richland County, as described herein; and providing for severalty and an effective date

**Notes:**

June 27, 2023 – The Development and Services Committee recommended Council approve the revision of the zoning map of unincorporated Richland County, South Carolina, to change the zoning designation for all real property located in the unincorporated areas of Richland County.

First Reading:

Second Reading:

Third Reading:

Public Hearing:



**Agenda Briefing**

<b>Prepared by:</b>	Aric Jensen	<b>Title:</b>	Assistant County Administrator
<b>Department:</b>	Administration	<b>Division:</b>	
<b>Date Prepared:</b>	June 1, 2023	<b>Meeting Date:</b>	June 27, 2023
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	June 12, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	June 20, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 20, 2023
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Meeting/Committee</b>	Development & Services		
<b>Subject</b>	Proposed Land Development Code Zoning Map and Text Amendments		

**RECOMMENDED/REQUESTED ACTION:**

The Planning Commission has completed its review of the proposed Zoning Map and Land Development Code text amendments as requested by the County Council and recommends that the D&S Committee:

- Review the recommended zoning map and text amendments forwarded by the Planning Commission;
- Forward the proposed zoning map with modifications as appropriate;
- Review the attached ledger of recommended text amendments from the Planning Commission;
- Determine which text amendments, if any, that the Committee desires to forward to the County Council;
- Direct Clarion and Associates to prepare redline versions of the text amendments that the Committee wants to forward to Council for consideration.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Clarion and Associates, who drafted the 2021 LDC on behalf of the County Council, will prepare and draft any text amendments recommended by the Committee. It is anticipated this service will not exceed 12 months and \$25,000.

The Department has funds available in FY23 which can be rolled over into FY24 if appropriately encumbered. If the department is unable to roll over the funds, there is a sufficient budget in FY24 to cover the expenditure. The Budget Director recommends the department roll over FY23 funds to FY24.

*Applicable department/grant key and object codes:* 1100230000-526500

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

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

The County Attorney has expressed concern that the approval of the maps related to the already approved text of the 2021 LDC is being conflated with the recommended text amendments. The amendments must come after the maps are approved. The maps must be approved to complete the 2021 Land Development Code. Following the completion thereof, amendments can be made.

There are no additional legal concerns other than those already stated.

**REGULATORY COMPLIANCE:**

In consideration of any Zoning Map amendment or Land Development Code text amendment, Richland County is obligated to follow all of the provisions of Title 6, Chapter 29, SC Code of Laws. Furthermore, the County Attorney has stated on the record that the Council must first complete the ordinance process associated with the adoption of the 2021 LDC text by adopting a zoning map before amendments to the 2021 text can be considered.

**MOTION OF ORIGIN:**

“I move that County Council adopt the 2021 Land Development Code text amendments and the zoning map recommended by the planning commission by unanimous vote on November 7, 2022, to take effect on the effective date of the full 2021 Land Development Code text and associated maps.”

Council Member	The Honorable Jason Branham, District 1
Meeting	Regular Session
Date	April 4, 2023

**STRATEGIC & GENERATIVE DISCUSSION:**

In 2016, the Richland County Council directed the County Administrator and his staff to prepare an update to the 2005 Richland County Land Development Code as recommended in the Comprehensive Plan. This process was substantially completed when the Coronavirus pandemic occurred in early 2020, but the disruption thereof affected the timing and public input process. In November 2021, the County Council approved the written portion of the new Land Development Code, but not the Zoning Map. Concurrently, a group of citizens approached the Council concerned that - due to the pandemic and the length of time elapsed since the process started - additional public participation was needed.

In March 2022, the County Council directed the County Administrator and his staff to “restart” the zoning map design process. In addition, the Council recommended that the Planning Commission (PC) consider and recommend amendments to the previously adopted 2021 Land Development Code (LDC) text.

In November 2022, the Planning Commission completed its portion of the “restart” process, and recommended a new Zoning Map and several Land Development Code text amendments to the Council.

From February 2023 through April 2023, Community Planning & Development staff held public information meetings throughout Richland County to inform the community of the proposed zoning map amendments.

On April 04, 2023, the County Council received a presentation from Planning Commission Chair Christopher Yonke on the proposed Zoning Map and LDC text amendments. At the same meeting, Council Chair Overture Walker assigned the proposed zoning map and LDC text amendments to the Development & Services (D&S) Committee for consideration and a recommendation to the full Council.

On May 23, 2023, the D&S Committee discussed the proposed zoning map, text, and approval process at length. There were no successful motions, and so the items carried forward to the next agenda. However, the Committee requested that the Planning Commission confirm the accuracy of the LDC text amendment ledger and correct any errors, and then resubmit it to the Committee.

On June 05, 2023, the Planning Commission Chair entered into the record a final version of the LDC text amendment ledger as requested by the Committee. A conforming copy of that documented is attached.

Below is a bulleted summary of the Planning Commission’s recommendations to the County Council:

### *Zoning Map*

- The Planning Commission (PC) recommended zoning map is a translation of zoning classifications from the 2005 LDC to their equivalent in the 2021 LDC as based on the “translation table” in the adopted 2021 LDC. The PC directed staff to exactly follow the translation table with one exception and one note.
- *Exception:* The Commission recommended that the Council add the M-1 Zone back into the 2021 LDC text instead of following the translation table.
- *Note:* The translation table had more than one possible translation for rural zones, so the Commission had to create a metric for determining whether rural properties should be classified as AG, HM, or RT. The rule was applied to both Rural and Rural Residential zones and is based on size/acreage:
  - 35 acres or larger = AG;
  - 3 – 35 acres = HM;
  - 0 – 3 acres = RT.

### *Text*

- In the 2021 LDC as adopted, the RT Zone currently has a density equal to 1.3 acres per lot; the Planning Commission recommended a density equal to 1.0 acre. The HM Zone currently has a density equal to 3 acres per lot; the Planning Commission recommended a density equal to 1.5 acres per lot. The AG Zone currently requires a density equal to 6.7 acres per lot; however, the Commission recommended a density equal to 3 acres per lot.
- The Planning Commission recommended to remove 2-, 3-, and 4-dwelling unit structures and manufactured homes from the R-2, R-3, and R-4 zones. The Commission also recommended to remove townhouses from the R-4 zone.
- Both the existing 2005 LDC and the 2021 LDC as adopted allow a property owner to subdivide property into residential building lots that are smaller than was possible prior to 2005 as long as certain “clustering” criteria are met. The adopted 2021 LDC restricted this to a certain extent, and the Planning Commission’s current recommendation further reduces the ability to reduce minimum lot sizes and/or increase density without rezoning the property.

## Process and Next Steps

At this time, staff and the PC recommend that the Committee take the following steps in the following general order:

### *May Meeting (Completed)*

1. Determine if the Commission's methodology for creating the proposed Zoning Map is consistent with the adopted 2021 Land Development Code.

### *June Meeting*

1. Determine if the Commission's methodology for creating the proposed Zoning Map is consistent with the adopted 2021 Land Development Code;
2. Determine if the Commission's recommendation to keep the M-1 zoning designation on the proposed Zoning Map and to not follow the translation table from the adopted 2021 Land Development Code which recommends the EMP Employment zone designation is practical and lawful;
3. Make a successful motion to forward a proposed zoning map to the Council for consideration;
4. Review the LDC Proposed Text Amendment Ledger affirmed by the Planning Commission at its 05Jun2023 meeting;
5. Direct the County's consultant, Clarion and Associates, to prepare redlined versions of the 2021 LDC text, as appropriate.

### *July Meeting*

1. Review any proposed Zoning Map modifications requested by the Committee;
2. Review any redline text amendments prepared by Clarion;
3. Make a motion to recommend approval of the proposed Zoning Map as drafted, or direct the Administrator to make further revisions and bring them back at a future meeting for consideration;
4. Make motion to recommend approval of the redline text amendments as drafted, or direct Clarion and Associates to make additional revisions and bring them back at a future Committee meeting for consideration.

### **ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:**

Objective 4.1: Establish plans and success metrics that allow for smart growth

### **ATTACHMENTS**

1. Final LDC Text Amendment Ledger
2. Zoning Designation Translation Table utilized by the Planning Commission

## 2021 LDC Zone Map Restart

Ledger of Recommended Text Amendments as Approved on November 07, 2022

Final Draft

Discussion Date	Topic	Recommendation
06-Jun-2022	Residential Uses	Remove duplex, 3-plex, and 4-plex uses from R2, R3, R4 zone designations; and to remove townhouse use from R4 zone.
08-Sep-2022	Residential Uses	Remove manufactured homes from R2 zoning district.
08-Sep-2022	Rural Lots	Increase the maximum lot density of the new AG zoning district from 0.15 dwelling units per acre to 0.33 dwelling units per acre.
08-Sep-2022	Rural Lots	Increase the maximum lot density of the new HM zoning district from 0.33 dwelling units per acre to 0.66 dwelling units per acre.
08-Sep-2022	Rural Lots	Increase the maximum lot density of the new RT zoning district from 0.67 dwelling units per acre to 1.0 dwelling units per acre.
08-Sep-2022	Subdivision Design	Delete subsection 26-3.1(f)(5) which provides for the complete elimination or massive reductions on minimum lot width requirements in instances involving cluster development and any other provisions for cluster development of single-family dwellings.
03-Oct-2022	Rural Uses	Add "Animal shelter" permitted by right, subject to special requirements in the AG and HM zoning districts.
03-Oct-2022	Rural Uses	Add "Animal services; Veterinary hospital or clinic" permitted by right subject to special requirements in the AG, HM, RT zoning districts.
03-Oct-2022	Subdivision Design	Amend subsection 26-3.1(f)(4) which provides for zero lot line development and any other provisions for zero lot line development of detached single-family dwellings; and continue to allow zero lot line development where attached single-family dwelling units (e.g. townhomes) are allowed.
07-Nov-2022	Other	Add a M-1 zoning district to the text of the 2021 Land Development Code to have all the same standards currently provided for in the existing Richland County Land Development Code originally adopted in 2005 and to have all parcels zoned M-1 at the time of adoption by county council of the final official zoning map continue to be labeled as M-1.
07-Nov-2022	Rural Lots	Amend AG Zone standards: gross average lot size 130,680 square feet (3 acres); min lot size 98,000 square feet.
07-Nov-2022	Rural Lots	Amend HM Zone standards: gross average lot size 66,211.2 square feet (1.51 acres); min lot size 50,000 square feet.
07-Nov-2022	Rural Lots	Amend RT Zone standards: gross average lot size 43,560 square feet (1.0 acres); min lot size 32,670 square feet.
07-Nov-2022	Subdivision Design	Delete Sec 26-5.13 (c) (1) a. 1. For residential structures, an additional one story or 15 feet.
07-Nov-2022	Subdivision Design	Amend Sec 26-5.13 (c) (1) b. maximum allowable residential density by from 25 percent to 10 percent in the R2, R3, R4, R5, R6, MU1, MU2, MU3 and GC.
07-Nov-2022	Subdivision Design	Amend Sec 26-5.13 (c) (1) b. residential density in AG, HM, RT, and R1 from 30 percent to 15%.
07-Nov-2022	Subdivision Design	Amend Table 26-5.13(e) Energy Conservation Schedule A "Use Central air conditioners that are SEER 17 or above.
07-Nov-2022	Subdivision Design	Amend Table 26-5.13(e) Schedule B "Use vegetation or vegetated structures to shade HVAC Units for non-residential structures."
07-Nov-2022	Subdivision Design	Delete Table 26-5.13(e) Alternative Energy Schedule A "Pre-wire a minimum of 75 percent of residential dwelling units in the development for solar panels".
07-Nov-2022	Subdivision Design	Delete Table 26-5.13(e) Alternative Energy Schedule B "Pre-wire a minimum of 50 percent of residential dwelling units in the development for solar panels".

07-Nov-2022	Subdivision Design	Amend Table 26-5.13(e) Transportation Schedule A "Provide minimum of four electric vehicle (EV) level 3 charging stations that are made available in a parking structure or off-street parking lot to those using the building."
07-Nov-2022	Subdivision Design	Amend Table 26-5.13(e) Transportation Schedule A "Provide minimum of four electric vehicle (EV) level 2 charging stations that are made available in a parking structure or off-street parking lot to those using the building."
07-Nov-2022	Subdivision Design	Amend R1: gross average lot size 32,750 square feet (.752 acre); min/max lot size range 24,500 – 40,000 square feet.
07-Nov-2022	Subdivision Design	Amend R2: gross average lot size 14,500 square feet (.33 acre); min/max lot size range 11,000 – 18,000 square feet.
07-Nov-2022	Subdivision Design	Amend R3: gross average lot size 7,260 square feet (.167 acre); min/max lot size range 5,500 – 9,000 square feet.

Richland County Planning Commission  
**Zone Map and LDC Comprehensive Revision Process**  
 Zoning District Equivalencies PC Recommendation Nov 2022

Former Zoning District	New Zoning District
PR: Parks & Recreation	OS: Open Space
TROS: Traditional Recreation Open Space	OS: Open Space
RU: Rural RR: Rural Residential	AG: Agricultural (35 acres+) HM: Homestead (3-35 acres) RT: Residential Transition <3 acres)
RS-E: Residential Single-family Estate	R1: Residential 1
RS-LD: Residential Single-family Low-Density	R2: Residential 2
RS-MD: Residential Single-family Medium-Density	R3: Residential 3
RS-HD: Residential Single-family High-Density	R4: Residential 4
RM-MD: Residential Multi-family Medium-Density	R5: Residential 5
RM-HD: Residential Multi-family High-Density	R6: Residential 6
MH: Manufactured Home	<b>Closest Matching R Zone</b>
OI: Office & Institutional	EMP: Employment INS: Institutional
NC: Neighborhood Commercial	MU1: Neighborhood Mixed-Use
None/New	MU2: Corridor Mixed-Use
None/New	MU3: Community Mixed-Use
RC: Rural Commercial	RC: Rural Crossroads
GC: General Commercial	GC: General Commercial
M-1: Light Industrial	M-1: Light Industrial
LI: Light Industrial	LI: Light Industrial
HI: Heavy Industrial	HI: Heavy Industrial
CC: Crane Creek	CC: Crane Creek
PDD: Planned Development	PD: Planned Development
TC: Town & Country	<b>None/Deleted</b>
<b>None/New</b>	PD-EC: Planned Development Employment Campus
<b>None/New</b>	PD-TND: Planned Development Traditional Neighborhood Design
AP: Airport Height Restrictive Overlay	AHR-O: Airport Height Restrictive Overlay
C: Conservation Overlay	WR-O: Water Resources Overlay
EP: Environmental Protection Overlay	WR-O: Water Resources Overlay
FP: Floodplain Overlay	FP-O: Floodplain Overlay
RD: Redevelopment Overlay	<b>None/Deleted</b>
CRD: Corridor Redevelopment Overlay	NC-O: Neighborhood Character Overlay
DBWP: Decker Boulevard/Woodfield Park Neighborhood Redevelopment Overlay	NC-O: Neighborhood Character Overlay
<b>None/New</b>	MI-O: Military Installation Overlay

## Richland County Council Request for Action

**Subject:**

Direct the Administrator to research and present to Council current laws and benefits of enacting impact fees in Richland County. The purpose is to help reduce the tax burden on residents by not having to pay the complete cost of development in Richland County

**Notes:**

April 25, 2023 – The Development and Services Committee forwarded a recommendation to Council to direct the Administrator to secure outside sources or resources to support the request made by the committee.

# Richland County Council Request for Action

**Subject:**

Community Planning and Development - Conservation - Cabin Branch Property Acquisition

**Notes:**

June 27, 2023 – The Administration and Finance Committee recommended Council approve allowing staff to submit an application to the Conservation Bank.

# Richland County Council Request for Action

**Subject:**

Transportation Facility Needs Study

**Notes:**

June 27, 2023 – The Transportation Ad Hoc Committee recommended Council approve issuing a request for proposal (RFP) for a study to determine County-wide transportation facility needs.

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

<b>Prepared by:</b>	Michael Maloney	<b>Title:</b>	Interim Director
<b>Department:</b>	Transportation	<b>Division:</b>	
<b>Date Prepared:</b>	May 1, 2023	<b>Meeting Date:</b>	June 27, 2023
<b>Legal Review</b>	Patrick Wright via email	<b>Date:</b>	May 18, 2023
<b>Budget Review</b>	Abhijit Deshpande via email	<b>Date:</b>	June 9, 2023
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	May 17, 2023
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCEM	
<b>Meeting/Committee</b>	Transportation Ad Hoc		
<b>Subject</b>	Transportation Facility Needs Study		

**RECOMMENDED/REQUESTED ACTION:**

Staff recommends issuing a request for proposal for a study to determine County-wide transportation needs assessment.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

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

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

The work will be funded using the Penny Program County-Wide Corridor Improvement fund, not to exceed \$300,000.

*Applicable department/grant key and object codes:* From: 13320105/530100 to: 13320304/530700

**OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:**

Not applicable.

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

There are no legal concerns regarding this matter.

**REGULATORY COMPLIANCE:**

Not applicable.

#### MOTION OF ORIGIN:

There is no associated Council motion of origin.

#### STRATEGIC & GENERATIVE DISCUSSION:

The Transportation Penny has completed over 500 projects throughout Richland County. The major projects of widening roads and improving intersection are and will be about 40 projects. We acknowledge the achievements of the current program and must take this time to look ahead at conditions throughout the County that have changed over the past decade since the last planning study conducted by Richland County and to prepare a Transportation Master Plan.

The master plan will identify transportation needs, existing corridors and roadways requiring an upgrade, intersection/bike/pedestrian facilities, and/or other accommodations for transit provision for the residents of Richland County and its cities and towns. Staff and the consultant will collaborate with Councilmembers and their districts via in public meetings to determine the transportation needs of the residents.

The master plan will also include a capital plan to identify associated costs and to assist with prioritizing the projects within the capital plan. Annualizing costs by project priority will assist with identifying the estimated inflation factors.

The goal of this project is to work within the Richland County strategies to enhance the County transportation system. It is critical to improve and, in some cases, increase the capacity of the County's road network to best serve the current and projected residential and commercial growth as well as the changing transportation habits and locations of our populations within the County. A clear and achievable implementation strategy shall be developed to expand and improve the transportation system within the County over the next 20 years.

It is important for this project to address issues such as road degradation, dirt roads, road capacity, traffic, traffic calming, access management, bicycle traffic, pedestrians, sidewalks, crosswalks, public transit, Traffic Demand Management (TDM), truck traffic, rail service, the airport, and complete streets. Other issues may arise as the process unfolds.

These goals and objectives will be achieved through a variety of strategies that will include, but are not limited to, data analysis, community surveys and forums, and meetings with County staff, County partners, the Transportation Ad Hoc Committee, the County Council, and other committees as needed.

The proposal is to include a schedule with an anticipated timeline for completion, including start date, progress meetings, and draft reports in advance of a final presentation prior to Council at the end of the Calendar Year 2023. The final report must be presented in electronic and printed format for dissemination to the widest audience possible.

**ASSOCIATED STRATEGIC GOAL, OBJECTIVE, AND INITIATIVE:**

Per Objective 5.4 of the Richland County Strategic Plan, we will develop a community engagement plan to discuss projects with Council members, districts and out County partners.

Per Objective 4.3 of the RC Strategic Plan we will prepare a plan to identify the remaining or new deficiencies to make great transportation facilities.

# Richland County Council Request for Action

**Subject:**

ARPA Application Review and Recommendation

**Notes:**

June 27, 2023 – The Coronavirus Ad Hoc Committee recommended Council approve the following recommendations:

- a. Education Assistance – To fund the applicants Richland Library (\$64,00), Lower Richland Alumni Foundation (\$155,931.75), Lynn Brown Inspires: Young CEOs and Leaders of Tomorrow (\$50,000), SC Thrive (\$179,740), Planned South Parenthood South Atlantic (\$100,000), United Way of the Midlands (\$200,000), and the Boys and Girls Clubs of the Midlands (\$182,250) up to the amounts they requested pending any desk reviews.
- b. Food Insecurity – To fund the applicants Palmetto AIDS Life Support Services, Inc. (\$58,256); Senior Resources (\$548,046); Midlands Housing Alliance (\$419,986), Prisma Health-Midlands (\$348,189); and Serve and Connect (\$77,477) up to the amount notated, pending any desk reviews.
- c. Workforce Training – To reduce each applicant’s requested amount in proportion to the allocation requested.



**Richland County ARPA Grant Abstracts**  
Coronavirus Ad Hoc Committee  
Pre-Eligibility Additional Reviews  
April 16, 2023

**Senior Assistance**

**SC Uplift**

SC Uplift Community Outreach is a community development corporation founded in 2008 that nurtures human potential by offering educational, economic, and health programs. Our primary focus is helping people improve their quality of life through safe, secure and affordable housing and employment services. Seniors are one America's most valuable resources, yet they are often the most neglected and underserved. SC Uplift, which has been recognized for its innovation in senior living, understands the needs of the community and will bring its expertise and passion to directly serve Richland County seniors. We will implement the Richland County Senior Home Repair Program to address the growing demand for home and emergency repairs. The Richland County Senior Home Repair Program will focus on providing home repairs and emergency repairs for seniors, 62 years and older, in owner-occupied, low-to-moderate income households (at or below 80% of area median income) who primarily live in Qualified Census Tracts (QCTs) within the zip codes of 29203, 29204, and 29223 and other Qualified Census Tracts of Richland County, as funding allows. Home and emergency repairs that will be covered under the Program include repair or replacement of roofs, HVAC units, water heaters, plumbing, etc. for owner-occupied homes. Repairs and replacements will be limited to \$10,000 per senior household. The \$10,000 will cover the costs of supplies and the labor of licensed, bonded contractors (e.g., roofers, general contractors, HVAC professional, et al.).

**SCACAP-SC Association of Community Action Partnerships**

The Alston Wilkes Society (AWS), which has been providing offender reentry services in Richland County for the past 61 years, is requesting \$320,000 over 2 years to enhance its existing Midlands reentry program with provision of housing supports to a projected (75) former offender households. Securing appropriate housing is a major reentry challenge in Richland County and these funds will increase housing stability through direct financial assistance, leading to permanent housing. Based on reentry best practices, these households will be provided with assistance in identifying appropriate housing options, housing stability case management (e.g., working on a budget, etc.) and direct financial assistance with costs such as housing application fees, security deposits, first month's rent, and utility deposits. In many cases, we project that clients will be in the process of becoming employed and simply not have the resources to even begin to think about paying for such "start-up" expenses. They need a chance to earn one or two paychecks to be able to secure and maintain housing. \$300,000 of the requested funds will be allocated to financial assistance with housing, while \$20,000 will be allocated to a part-time project assistant to provide administrative support. AWS' program is proud to report a nominal 6% recidivism rate among its former offender clients which is very positive in light of the 20% state average reported by SC Department of Corrections. Thus, a grant awarded to AWS is an



investment in the future well-being and safety of our community. AWS is financially stable, has extensive experience in expending/managing federal funding for housing needs, and has the existing capacity to implement this grant. AWS is also recognized as an American Correctional Association and Council on Accreditation (COA) accredited agency, demonstrating that it adheres the most stringent industry standards in relation to all programming and operations.

### Unhoused Persons

#### **Alston Wilkes Society**

The Alston Wilkes Society (AWS), which has been providing offender reentry services in Richland County for the past 61 years, is requesting \$320,000 over 2 years to enhance its existing Midlands reentry program with provision of housing supports to a projected (75) former offender households. Securing appropriate housing is a major reentry challenge in Richland County and these funds will increase housing stability through direct financial assistance, leading to permanent housing. Based on reentry best practices, these households will be provided with assistance in identifying appropriate housing options, housing stability case management (e.g., working on a budget, etc.) and direct financial assistance with costs such as housing application fees, security deposits, first month's rent, and utility deposits. In many cases, we project that clients will be in the process of becoming employed and simply not have the resources to even begin to think about paying for such "start-up" expenses. They need a chance to earn one or two paychecks to be able to secure and maintain housing. \$300,000 of the requested funds will be allocated to financial assistance with housing, while \$20,000 will be allocated to a part-time project assistant to provide administrative support. AWS' program is proud to report a nominal 6% recidivism rate among its former offender clients which is very positive in light of the 20% state average reported by SC Department of Corrections. Thus, a grant awarded to AWS is an investment in the future well-being and safety of our community. AWS is financially stable, has extensive experience in expending/managing federal funding for housing needs, and has the existing capacity to implement this grant. AWS is also recognized as an American Correctional Association and Council on Accreditation (COA) accredited agency, demonstrating that it adheres the most stringent industry standards in relation to all programming and operations.

#### **Eddings Help House**

Eddings Help House is a Service Recovery & Support Program for Veterans, ReEntry Inmates and Homeless Individuals overcome their criminal thinking patterns, mental health and addiction problems while providing them with shelter to help them transition from homelessness to independent living. Preference is also given to those experiencing crises with regards to the Opiate Epidemic and the unhoused population in the State of South Carolina as we are an organization who utilizes Staff with the same lived experiences.



We are a compassionate organization providing a healthy, trusting and supportive environment to promote and develop self-confidence in a peaceful self-reflective atmosphere. Thus, we provide a variety of group and individual services to each Resident.

Eddings Help House has collaborated with numerous external agencies for referrals and placements to include: SCDC ReEntry Program and ReEmerge Programs, PALSS, Transitions, Christ Central Ministries Lexington Retreat, SC Dept. of Veterans Affairs, SC Vocational Rehabilitation, SC Probation, Pardon and Parole, Prisma Health, Statewide Emergency Rooms, Austin Wilkes Society, Goodwill Pathway Homes, Narcotics Anonymous, Alcoholics Anonymous and outreach encounters within the Midlands community and throughout the State of South Carolina. We have gained increased exposure within the community through networking and word of mouth with multiple agencies which gives us the ability to reach more displaced, homeless and disadvantaged individuals.

### **Midlands Housing Alliance/Transitions**

Homelessness is a profound assault on a person's dignity, social inclusion, and self-esteem. On any given night in Richland County, more than 700 individuals find themselves without a nightly residence. Midlands Housing Alliance operates Transitions which offers emergency shelter for 260 individuals every night of the year. Transitions is a campus providing a safe, handicap-accessible environment; 260 beds; meals onsite; a Day Center with hygiene products, showers, restrooms, phone; mail delivery onsite; laundry services; transportation to local agencies; bus tickets for employment and medical appointments; community resource listings and referrals; a courtyard with a community garden; a library with a quiet area; a computer lab with internet access; a clothing closet; a career center; job and financial planning; Homeless Court and legal aid; veterans services; youth services; older adult services; an onsite medical clinic; onsite mental health and substance abuse assistance; housing assistance; outreach in the community; and daily classes for personal development and life skills. The Day Center which is open seven days a week to provide an alternative to the street during the day and to allow homeless individuals an opportunity to obtain services, protection, and a hot lunch. On any given day, over 69 people utilize the Day Center. In FY 2022, 25,089 duplicated individuals used our Day Center, and we served 3139 unique individuals across all programs. Our case managers recognize that homelessness is more than just houselessness. They provide a compassionate approach towards the homeless, whether by taking action to deal with basic needs, or using a 'tough love' to encouraging motivation and independence to help people re-build their lives. This grant will partially fund nineteen employees that are crucial to our operation in addition to shelter operations.

### **MIRCI-Mental Illness Recovery Center, Inc.**

Mirci will address the needs of unhoused adults, youth, and families with children through community-based comprehensive services that reduce barriers to essential services, behavioral healthcare, general healthcare and housing. Services will include outreach, case management, behavioral healthcare, benefits assistance and housing placement. Services will focus on improving health care to reduce



vulnerability to COVID and other poor health conditions. Outreach workers will screen individuals in locations where unhoused people congregate; identify conditions putting them at poor health risk; and distribute items to meet basic needs (food, water, socks, gloves, blankets) and improve hygiene (soap, sanitizer, masks). Clients will be welcomed at Mirci's Outreach Center for health screening, COVID tests, and referrals for physical healthcare and vaccines. The Center offers showers, laundry and light meals. Clients will be screened and treated for mental illness – psychiatry, medication, counseling, and treatment for substance misuse. Benefits specialists will assist clients to apply for SSI, SSDI, SNAP, Medicaid/Medicare, etc. to improve access to healthcare and increase income. Mirci will place people into supportive housing, including its own units. Mirci will expand capacity with the addition of a 10-bedroom home for female youth age 17-22, scheduled to open in spring 2024. The transitional home for females, like Mirci's existing home for male youth, will offer safety, stability, support for mental wellbeing, education, and life skills training. Young unhoused women on the street are especially vulnerable to violence and exploitation. Mirci will track people engaged through outreach; enrolled in behavioral healthcare; assisted with benefits; and entered into housing. Outcomes will include progress on care plans, increases in income, housing stability and reduced emergency and inpatient care (after one-year enrollment). Funds will support nursing, outreach, case management, clinical staff, client assistance, support staff (safety manager, data entry) and staff supervision.

### **Restoration803**

#### **Project Purpose**

The economic impact of the pandemic led to lack of income, housing, evictions, job losses, lack of stability and increased homelessness for the last few years. "Pathways Home" project will work towards prevention of factors affecting those experiencing or at risk for homelessness by providing crisis intervention and case management to sustain stabilization. The project will assist in empowering families and individuals to regain and create the sustainability they once had prior to the pandemic. Through "Pathways Home" supportive services to low-income families and individuals in the Columbia Midlands area can meet their goals of obtaining or maintaining permanent housing.

#### **Objectives**

The project will utilize its existing case management services through Restoration803's full-time licensed social worker and 2 social work student interns from Winthrop University and Anderson University. Restoration803 currently receives referrals through its relationships with local community agencies through its 24-hour crisis hotline referral number. The emergency crisis services allows for social work staff to provide assessment, case management and support services to those experiencing or at risk for homelessness. Data collection through daily client contact logs and Subject Objective Assessment Plans (S.O.A.P) are methods providing services, assessing the needs of the client, coordinating, monitoring, evaluating and advocating for a package of multi-services to meet the specific client complex needs.

"The Pathway Home" project will provide temporary assistance to low-income families and individuals experiencing an emergency need that cannot be met immediately by their own income, and



resources to help stabilize an immediate financial crisis. The project will aid in emergency assistance with preventing homelessness by helping with rent or transitional housing, referral to emergency shelter, hotel accommodations, rental deposits, utility payments, emergency food distribution and the purchase of city bus passes to provide accessibility to local community agencies.

### **The Compass CDC**

Homelessness and housing instability continue to be pervasive in South Carolina, specifically Richland County. The Compass CDC Transitional Housing Program is designed to provide safe living accommodations to women, children, and men who are financially unable to secure housing due to economic hardship or a life crisis. Our Transitional Housing Program currently operates two homes that accommodate up to 12 adults with or without children. Due to financial difficulties exacerbated by the COVID-19 Pandemic, our organization experienced a decrease in donations and volunteerism causing us to forgo major facility repairs to maintain our utilities and more pertinent operational expenses. Unfortunately, the lack of funds led us to close our homes for major repairs temporarily. Funds secured through this grant would enable us to expedite the completion of our major facility repairs for both houses, such as roof repairs, interior repairs, exterior wood repairs, gutter replacement, and lot clearing for a kid's play area, allowing us to resume providing services to our community by the fourth quarter of this year. Getting assistance to repair our facilities would enable us to direct our current donations toward increasing our services to families and preparing for future facility needs.

### **Non-Profit Assistance**

#### **Columbia City Ballet**

Columbia City Ballet has two urgent needs we wish to address through funding from this ARPA grant. While we continue to face multiple challenges related to recovery from the impacts of the COVID-19 pandemic these are the areas of greatest urgency.

We are desperately in need of funding to increase the effectiveness of our recruitment of professional dance artists. Ballet dancers are scarcer, many of them left the field as a matter of necessity during the pandemic, and therefore the demand for professional dancers has become more competitive than ever before. The costs of recruiting and retaining dance artists have increased exponentially. This funding would enable us to adequately expand our recruitment of dancers through targeted marketing, auditions in larger urban centers with greater concentrations of professional dancers, and increased advertising in leading industry publications, things that are outside our reach without additional funding.

Our second significant challenge is the rejuvenation of our in-person productions of our Educational Outreach & Engagement Series. This important program provided arts education to more than 15,000 SC students in the years preceding the pandemic. It is important to note that, unlike the educational outreach programs of other performing arts groups, our programming is created specifically as educational components, and our productions are coordinated to the SC state standards for arts



education. Our losses in participation are complicated by the fact many of our corporate supporters have shifted their community-giving programs to focus more on health and human services as opposed to the arts. This funding would allow us to increase the marketing of our educational outreach programs as well as initiate other strategies to regain our former participation rates.

Funding from this grant would enable us to focus on these two areas of primary importance to the continued health and sustainability of our organization.

## **Workforce Training**

### **Alston Wilkes Society**

The Alston Wilkes Society (AWS), which has been providing reentry services in Richland County for the past 61 years, is requesting \$80,000 over 2 years to provide employment supports for an estimated (180) former offenders who are trying to rebuild their lives. The requested funds would enhance the existing AWS Midlands Community Service Program's reentry efforts by enabling the Community Service Coordinator to supplement employment assistance with direct financial assistance to remove employment barriers – barriers like revoked drivers licenses requiring expensive reinstatement fees, lack of appropriate clothing (e.g. uniforms, slip resistant shoes, work boots, etc.) and inability to afford required tools or public transportation needed to start a job. A small amount of requested funds (6%) would be allocated to program operating costs such as the hours of financial services staff and the VP of Community Service Programs to administer the grant (set up tracking systems, pull data for reporting, submit required reports, preparing for audits, etc.). Research shows that employment is essential for successful reintegration back into the community after prison, which is evidenced by lower recidivism rates among those that are employed. AWS' program is proud to report a 6% recidivism rate among its former offender clients which is very positive compared to the 20% state average (source: SC Department of Corrections). Thus, a grant awarded to AWS is an investment in the future well-being and safety of our community. AWS is projecting that (100+) clients will secure employment with the support of the requested funds. AWS is financially stable, has extensive experience in expending/managing federal funding, and has existing capacity to implement an ARPA grant. AWS is also recognized as an American Correctional Association and Council on Accreditation (COA) accredited agency, demonstrating that it adheres the most stringent of industry standards in relation to all operations.

### **Lower Richland Alumni Foundation**

Because of the fact that some individuals living in the Lower Richland area are having trouble finding, qualifying, and retaining employment that pays a livable wage, this grant seeks to help coordinate employment efforts across various workforce development entities, schools, organizations and communities to provide work-based learning experiences, occupational skills training, and employment placements to increase opportunities for youth, particularly those at risk of not completing



their high school education, to gain the skills needed to be successful in post-secondary education and employment. These efforts will also be cascaded to all other community members seeking employment with a livable wage.

The primary purpose of this grant is to provide employment training opportunities to individuals living within the Lower Richland area. This grant seeks to provide workforce readiness skills, career exploration, career preparation, work-based learning, and career training that will provide the residents with the skills necessary to become college and/or career ready. We will accomplish this by providing our participants with exposure to career possibilities and mentors based on their interest, aptitude, and labor market needs. The purpose of this project is to ensure that all individuals living within the traditionally underserved portions of the Lower Richland area have access to quality livable wage careers.

The primary activities, of which may take place in-person, virtually, or a combination of the two, will include: 1) conducting work/career readiness interest and assessments, to include using innovative virtual/gaming technology platforms to assess the abilities, aptitudes, and career interests of the participants all while promoting learning; 2) providing labor market/employment information about in-demand industry local available occupations to include career awareness/counseling and exploration services; 3) providing paid work experiences, (internships, pre-apprenticeships, and Registered Apprenticeships); and 4) providing small non-monetary incentives to the program participants for recognition and achievement of their identified program goals.

### **Midlands Fatherhood Coalition**

The project purpose is to improve economic mobility, achieved through a wholistic program. Methods include providing information, education, goal setting and individual case management. The objectives are focused on fathers understanding the impact they have on their children's outcomes and their financial and emotional responsibilities. The programmatic focus is on parenting skills, healthy relationships (co-parenting and beyond), mental and physical health, financial literacy/ economic mobility, and job attainment. MFC addresses barriers to fatherhood, including establishing paternity, visitation, and custody rights, expunging records, reinstating driver's licenses, transportation, stable housing, health issues, getting a GED or attaining certifications or job training and job placement. The needs are highly individualized. Dad's set goals, attend peer group sessions and work weekly with Intervention Specialists who ensure that they have resources and support to attain goals. We strive to deliver excellent services and achieve related outcomes.

From an economic mobility and workplace development perspective, our purpose is to provide the information, support and opportunities to experience economic mobility. Through our 6-week Peer Group Session series, participants will work with our evidence-informed curriculum, invite subject matter specialists to present and have participants use a workbook, to evaluate their own situation and set goals. Topics include Understanding Child Support, Credit, Financial Impact on Family- budgeting,



retirement, savings, insurance, banking, loans, etc. Intervention Specialists work with each participant to provide resources and support for goal attainment.

Employment Services include, Kuder Job Assessment, Week Long Job Readiness Boot Camp, where fathers learn the mindset and soft skills necessary to obtain and keep a job. Staff facilitates setting up job interviews. MFC supports fathers who need to continue their education, receive certifications, or need special clothing and even transportation to get to work. All outcomes are recorded in a data base so that we can track monthly progress and success.

### **National Federation of the Blind of SC dba Successful Transitions**

Successful Transitions (ST) strives to fulfill the Workforce Innovation and Opportunities Act (WIOA) by providing Pre-Employment Transition Services to eligible and potentially eligible students ages 13 – 21, but not limited to this age range. Our Transition Specialists train students statewide in Work Readiness. Students learn resumé building, accessing transportation, workplace etiquette/culture, soft skills, and practice mock interviews. Work-based learning opportunities include job shadowing, workplace tours, job/career exploration, and paid internship placements. Our program is customized to meet the individual goals and needs of each student. Successful Transitions partners or collaborates with many reputable resources for optimal work-prep training. Another way we tailor our program for each student's individual needs is by developing adult and peer mentoring opportunities, and group sessions covering a range of career interests.

Pre-ETS Service 2, work-readiness training, is designed for groups of Vocational Rehabilitation (SCVRD or SCCB) eligible or potentially eligible students statewide. Work-readiness training includes curriculum to develop social skills and independent living knowledge, such as interpersonal communication skills, financial literacy, orientation and mobility proficiency, conducting job searches, and basic soft skills. Services can be taught in a classroom setting to a large group or be tailored to an individual's needs in a training program in either a classroom or community setting.

Work- readiness activities are shown below:

- a. Professional Skills: Good written and verbal communication skills with coworkers and consumers, Team building skills, networking ability, observing Health and Safety guidelines, and knowledge of organizational structure;
- b. Interpersonal Skills: Positive attitude, strong Work Ethic, Integrity/dependability, and good Time-Management skills;
- c. Cultivating a positive personal online presence: good cyber security practices and monitoring social media accounts;
- d. Independent Living: Budgeting / Financial Management, good Hygiene, Appropriate dress, Community Access, utilizing Transportation, and Household management.

### **Richland County Library**



According to the Pew Research Center, people with lower incomes rely more on smartphones and are more likely to use them for tasks traditionally reserved for larger screens, such as seeking out and applying for jobs. The digital divide widened during the COVID-19 pandemic when work, school, health appointments, and more moved online, increasing barriers for lower-income households navigating an increasingly digital environment.

To increase computer availability in underserved households and assist jobseekers, Richland Library will create a pilot laptop giveaway program geared toward residents participating in Richland Library's workforce development programs such as career coaching, Career Online High School, and entrepreneurial programs. While program participants must attend at least one workforce development program hosted by Richland Library, once the device is placed in the home, it will provide important online access that can support education, health care services, employment options, and connect households to the digital world. Program participants will complete surveys to give feedback and measure where participants are in their workforce journey after participating in library workforce development programs.

Our goal is to assist 350 citizens financially impacted by COVID seeking employment or higher-paying jobs to recoup lost wages or earn more to combat higher living expenses in today's economic climate. Each device is optimized for accessing the internet, joining virtual meetings, creating documents, and more. Internet service is not included, although all laptops will have the ability to connect to WiFi. Richland Library has hotspots for library card users to check out.

Project goals include:

- Develop solutions relating to gaps in digital infrastructure by providing 350 computers for lower-income households.
- Promote Richland Library career and workforce development programs to underserved households.
- Provide a link to community and Library resources to those who do not have access.

### **USC Technology Incubator**

South Carolina (SC) has >200,000 displaced workers due to COVID-19. K-12 education, workforce development, higher education, and the business community agree SC must connect under/unemployed workers to business sectors with the greatest talent and labor needs.

The USC Columbia Technology Incubator Workforce Development Accelerator acts as a program/case manager to connect under/unemployed Midlands SC citizens with community non-profit and for-profit partners to create, develop, and implement short-term educational programs and certificate courses for SC employers that have workforce needs.

The Accelerator will perform following activities:



- (1) Providing case management and counseling to ensure potential workers meet requirements to enter the workforce.
- (2) Connecting worker to job opportunities
- (3) Pairing the worker with a training/certification programs
- (4) Tracking the worker during the first 60 days of employment

The Accelerator will prioritize minorities and individuals in Midlands distressed communities/Opportunity Zones and will enable economic growth in those regions. This includes focusing on in-demand jobs available in these communities, aligning education and job training opportunities with the community, and meeting the unique needs of individuals who may have challenges related to transportation, childcare or limitations in access to technology associated with living and working in these communities. This program will help displaced workers return to gainful employment; help new workers enter jobs within the in-demand business and industry sectors and occupations; and transition underemployed workers to new fields.

This program was funded in 2022 with \$200,000 from Truist which resulted in 200+ workforce certifications and over 50 jobs. This program is funded with Truist funding at \$250,000 for 2023 and 2024 for a total of \$500,000 and with sole program management from Chad Hardaway, Incubator Director. This funding from Richland County will help expand and deepen the impact of the existing program by adding a program manager and case worker.

### Education Assistance

#### **Boys and Girls Clubs of the Midlands**

The purpose for the Education Assistant Project is to hire Certified Teachers in each our 30 BE GREAT Academy after-school and summer camp programs across Richland County in order to address the lingering learning loss our youth are experiencing due to the COVID shutdown. Those 30 BE GREAT Academy programs all reside in Richland County elementary and middle schools. As we look to recruit the certified teachers to serve the over 1700 youth we serve in Richland County.

The Education Assistant Project will provide an opportunity for Certified Teachers that potentially need additional income to stay after-school (do not leave the school), continue to follow their passion of serving youth, and make the additional income they may need. Hiring Certified Teachers to work in our BE GREAT Academy program will be beneficial on many levels. Starting with the level of training and qualifications Certified Teachers come to us with. We provide ALL of our staff with training but the additional expertise (specifically in the field of youth development) Certified Teachers bring make them great candidates. Our school partners like the opportunity to provide their Certified Teachers with the additional income opportunity and the consistency from the school day through after-school to maintain the school culture. Most importantly for our members, this will provide them with high quality staff that they are familiar with and already have established relationships that can carry over into the after-school hours.



We intend to advertise at each of the 30 Richland County elementary and middle schools to recruit for the Education Assistant positions. We will also advertise throughout the entire school districts that we are serve in as well as doing a social media campaign.

### **Lower Richland Alumni Foundation**

As a result of the COVID-19 pandemic, a large number of our area youth, who were already behind their peers academically in the area, have fallen even further behind. This project will provide a hands-on tutoring approach based on the student's individualized learning needs for math, reading, and English as taken from their individualized assessment testing (School Report Card) data from Richland County School District One and shared with us by the student's guardian. Once the student's deficiencies are identified, an individualized student education plan will be created and used to tutor these individuals in math, reading, English, and language arts, Sylvan Learning Centers style. Additionally, students will also obtain study skills and test taking strategies, as well as assistance with college and WorkKeys placement testing strategies. We will also teach and reinforce Soft Skills as well as ensure that students are proficient in utilizing computers to apply for employment opportunities. Without a doubt, getting students back on track academically because of the learning lost due to the COVID-19 pandemic is not only needed in the area but critical for the area youth to survive.

Funds will be used to increase the existing proposed staffing levels of our newly created educational learning centers which are strategically placed throughout the Lower Richland area of Richland County. Funds from this grant will be used in conjunction with a newly obtained federal grant of which one of the primary objectives is to increase by 5% year-over-year the education attainment opportunities for the area residents and implement multiple new educational opportunities via our partners.

As stated earlier, these educational learning centers will also have a Sylvan Learning Centers approach to helping students with their homework and will provide study skills support and test prep activities to include professional coaching in test taking strategies.

### **Lynn Brown Inspires**

Did not provide an abstract.

### **Planned Parenthood South Atlantic**

During the project period, PPSAT will offer sex education programming to Richland County residents. During the pandemic, PPSAT's virtual sex education filled a gap in health programming for teens and families in Richland County that resulted from COVID-19 as schools moved to prioritize other key components of the school curriculum. Now that schools are back in person, PPSAT will continue to



play a critical role in providing adolescents and young adults with the information they may have missed over the past two years through virtual school.

In the coming year, PPSAT will provide:

- Multi-session education programs. The community health educator has received training on the following multi-session programs: Making Proud Choices, Making Proud Choices Plus, Smart Girls, Get Real, Health Improvement Project for Teens, and INcluded. All these programs have been proven through rigorous evaluation to prevent teen pregnancies, STIs, or sexual risk behaviors.
- Family engagement. The educator engages young people and their parents or caregivers in programs that help families talk more comfortably about issues that can be difficult to discuss. Programs include the evidence-based Parents Matter, family nights, and service opportunities.
- Single-topic community presentations for adolescents and young adults (mostly 13-24). These presentations are meant to provide science-based information on specific topics that complement community partner programming and are customized for the age and demographics of the audience.
- In the grant period (January 1, 2023 - December 31, 2024), the educator will serve:
- 100 adolescents through multi-session programs. Participants will show an average change in knowledge of at least 10%.
- 50 parents through parent-specific education programs. At least 75% of parents will show an increased comfort level in talking to their children about sex and sexuality.
- 100 individuals through single-session community programs. At least 75% of participants will rate the program as Above Average or Excellent.

### **Richland County Public Library**

According to the SC Department of Education, students showed decreased academic growth in 2020 as compared to previous years. To level the academic field in our community, Richland Library will improve learning loss for 300-400 elementary students and expand current Education Studio programming to additional library locations in Richland County.

Richland Library's Education Studio empowers parents and motivates students outside of school by offering free, high-quality, evidence-based books, materials, and learning games that directly relate to students with learning differences, especially dyslexia. Located at Richland Library's Main location, Education Studio programs utilize the Orton-Gillingham (OG) approach, a highly researched evidence-based program that is effective in helping students who struggle with reading increase their decoding and fluency, even when the child has a learning disability, such as dyslexia or ADHD. Locally, similar programs with specialized training and materials can cost up to \$2,000.

**RICHLAND COUNTY  
GRANTS DEPARTMENT**

2020 Hampton Street  
Columbia, SC 29204  
803-929-6000



Grant funds will be used to expand Education Studio programs to additional library locations, reaching more underserved children in Richland County reading below grade level who have suffered learning loss during the pandemic. Richland Library will:

- Increase staff capacity by hiring contracted experts and interns to assist current staff to expand these programs.
- Provide four, week-long reading camps for 10 students each (40 total). Camp locations will be selected, with priority going to those in qualified census tracts serving low-income households.
- Host 3-5 parent/caregiver classes and one-on-one reading consultations at Richland Library locations provided by the Orton-Gillingham expert.
- Increase accessibility of these programs by training library staff members across our system's 13 branches, particularly those in children's librarian and youth services positions, in the Orton-Gillingham methodology.
- Increase Education Studio curriculum materials across the library system. Each location will receive decodable readers, multi-sensory card decks, and Orton-Gillingham workbooks.

### **Riverbanks Society**

Riverbanks Zoo and Garden is seeking financial support to improve our farm classroom to expand and improve our services offered to K12 audiences, teens, and families with early childhood learners. This learning space has some of the best geographic proximity to exhibits and spaces utilized by our guests however it is not well designed to meet current guest and programmatic needs. ARPA funds will be used to increase the flexibility of the farm classroom with renovations that improve the use of the square footage to reduce storage space, expand the indoor learning space and enhance access to adjacent outdoor learning space. As a result of the renovations, this space will increase the number of educational participants Riverbanks can serve on our campus, improve accessibility for guests utilizing wheelchairs and strollers, and support the use of social distancing and outdoor learning spaces as needed. These renovations are important to our continued and expanded success in engaging learners of all ages in meaningful educational experiences.

### **SC Thrive**

South Carolina has less than two percent of its population trained in Mental Health First Aid. However, 56.2% of South Carolinians aged 12-17 who have depression did not receive any care in the previous year. 37.6% of South Carolina adults reported symptoms of anxiety in February 2021, and 23.3% of that population were unable to access counseling or therapy; mostly due to cost, or not knowing where to go for help. SC Thrive, one of the leading state-wide trainers of Mental Health First Aid (MHFA), is partnering with Richland County to make a demonstrable change in the treatment of transition-aged youth and community awareness of behavioral health resources available to people with limited incomes. SC Thrive will provide Adult and Youth MHFA training to 300 school personnel and



community members located within Richland County School Districts One, Two, and School District Five of Lexington and Richland Counties. MHFA offerings in schools will address increased rates of behavioral health challenges in youth. SC Thrive will provide certified trainers to strategically connect with the targeted populations and assist in scheduling the training. SC Thrive will also collaborate with the SC Department of Mental Health, and participating schools to refer parents to adequate mental health and other community resources such as food, housing, social services, and healthcare benefits to stabilize households within the target population. The Mental Health First Aid (MHFA) course offered by SC Thrive empowers participants to identify signs and symptoms of mental health disorders, the risk of potential suicide, and how to de-escalate and assist during a mental health crisis. At the end of the course, trainees receive a three-year international certification as a Mental Health First Aider accredited by the National Council for Mental Well-being.

### **United Way**

United Way of the Midlands requests \$200,000 for the Midlands Reading Consortium (MRC) program to combat learning loss of kindergarten through third graders due to the COVID-19 Pandemic and to improve student social and emotional resiliency. Additional academic support is critical because of the impacts of the pandemic. According to Annie E Casey's Kids County, 14% of 1st, 2nd, and 3rd graders in South Carolina failed their grade level in 2021-2022. This is compared to 1.4% and .08% in the two years prior which demonstrates the negative impacts of the pandemic. Children also experienced social isolation and mental health challenges during the pandemic which directly impacted learning.

MRC, a direct service program of UWM, started in 2007 to increase the number of children reading at grade level at the start of fourth grade. MRC helps children build reading comprehension, literacy, and vocabulary skills through one-to-one reading sessions, guest reading opportunities, supporting summer reading camps, book donations and family engagement events. Weekly one-to-one reading engagement sessions with trained volunteers are the main component of MRC. In addition to the educational support, MRC builds resilience and mitigates social isolation in the students by connecting with them to trusted adults and increasing their self-confidence.

The program has the following outcomes: (1) Students are promoted to the next grade level; (2) Increased student interest in reading; (3) Improved attitudes towards reading; (4) Increased confidence in reading ability; (5) Strengthened reader/ writer ability; (6) Improved reading strategies; (7) Increase student access to books; (8) Increase parent engagement about reading.

### **Food Insecurity**

### **Midlands Housing Alliance**



On any given night in South Carolina more 2600 individuals are without permanent housing. People experiencing homelessness are more likely to become ill, have greater hospitalization rates, and are more likely to die at a younger age than the general population. The diets of the homeless are frequently characterized as being high in saturated fat and deficient in fiber and certain micronutrients- all of which can have negative implications for physical and mental health.

Similar to other homeless shelters around the country, our meals have to be cost effective due to limited budgets and public support for feeding the homeless. Though many meal sites in the area exist, the food is usually high in fat, low in fiber, and lacks the required daily nutrients as meals need to be dense to keep individuals full longer. Our current meals are purchased from the Salvation Army and supplemented with donations from our food recovery program. The snacks that are provided to clients with medical needs like diabetes are from our local food recovery program and can vary wildly as we never know what will be donated by the businesses and institutions. While most of our clients do receive SNAP benefits, that program does not allow homeless people to purchase hot food or to carry around groceries as they have no cooking facilities. This project will mitigate some of these problems by funding nutritionally rich food for the hot meal program, bag lunch, and snacks for the 330 individuals served daily by Transitions.

In addition, COVID-19 has had serious repercussions on our meal program. Our food cost has more than doubled since the onset of the pandemic. This along with increased sanitation has had a serious impact on our budget and our ability to help the homeless.

### **PALSS-Palmetto AIDS Life Support Services, Inc.**

PALSS proposes to address the food security needs of persons living with or at risk of HIV and AIDS. We will address food availability, food access, food utilization and food stability through support of our on-site emergency food pantry. Funds will be used to purchase food supplies including canned goods; dry goods including flour, meal, grains, cereal, beans, sugar; protein products which include meat and vegan options; fresh and frozen fruits and vegetables; food boxes, two commercial refrigerators and a freezer. PALSS purchases much of our food pantry inventory at a discounted price from Harvest Hope Food Bank.

Data collection will include:

- # of meal (or equivalents) provided
- # of individuals and families served
- # of food boxes dispensed

Outcome 1. Provide access to food and food supplies for persons living with or at risk for HIV and AIDS.

Measure 1. Purchase commercial refrigerators and freezer as documented by receipts.

Measure 2. Increase the amount of fresh and frozen fruit and vegetables available in the food pantry documented by inventory lists.



Measure 3. Increase in the number of meals provided vs. prior two years documented by food distribution logs.

Measure 4. Increase in the number of individuals and families served vs. prior two years documented by food distribution logs.

### **PRISMA Health Midlands**

Purpose: Feeding America shared that the communities most impacted by the pandemic were food insecure before COVID-19 and have experienced increased hardship since COVID-19. In 2020, the Columbia Food Policy Committee completed a study of the 29203 neighborhoods and found that healthy foods were hard to access. The Prisma Health Family Medicine Center-Colonial Drive (PHFMC-CD) is located in the 29203 community, which includes the census 5.00 tract (QCT). In part due to food insecurity, during the pandemic physicians noted that patients struggled to control their health through diet.

Objectives: 1) Use an innovative partnership between PHFMC-CD and ‘Your Dollar Store’ – both serving a census track known to have lower income and health related racial disparities. 2) Improve the wellbeing of patients with health conditions highly impacted by food insecurity. 3) To encourage sustainable access to fresh produce in the census 5.00 tract community. 4) Reduce the burden of transportation by partnering with a convenience store one block away.

Methods: PHFMC-CD will provide \$15 vouchers to purchase fresh fruits and vegetables at ‘Your Dollar Store’. Patients would be identified during their office visit for the program if they fit into anyone of the following categories: Positive findings on their Social Determinants of Health Survey; Uncontrolled hypertension; Uncontrolled diabetes; Obesity; Pediatric wellness visit; and Prenatal visit. Each voucher number would be recorded and compared against those redeemed at ‘Your Dollar Store’. This registry of patients would be followed over the course of the grant to see which patients redeemed vouchers and the impact of being in the program. Grant funding will be used to reimburse ‘Your Dollar Store’ for the redeemed vouchers. Additionally, grant funds will be used to administer the program and provide ‘Your Dollar Store’ with equipment to store the increased volume of produce.

### **Senior Resources**

Senior Resources requests consideration for \$822,069.00 for the Senior Meals Program for July 1, 2023 – December 31, 2024, to meet continued and increased needs for food insecurity and malnutrition for older adults in need within our community. During the pandemic, we saw a 504% increase in food insecurity referrals, which has led to a continued increased need for meals. These funds will be used to serve nutritious meals to homebound and disabled seniors in all communities in Richland County through our Meals on Wheels program, as well as through group dining (congregate) community centers located throughout the county. Funds will be used to meet unmet costs to provide for elevated post-COVID service delivery, including food, program supplies, meal program staffing, vehicle operations for transportation of food (Meals on Wheels) and seniors (congregate), and meal centers’



programmatic operational costs/utilities. Senior Resources previously received \$548,046 in pre-selected ARPA funding for the same service from July 1, 2022 – June 30, 2023. This pre-selected amount, originally requested through general fund appropriations for meals and other senior assistance programming, was designated for ARPA funding for meal programs only by the county council in the FY23 budgeting process. The dollar amount for this additional request continues to the exact dollar amount per month approved by the council in FY23 for an additional 18 months, through the end of the published ARPA funding cycle on December 31, 2024.

### **Serve and Connect**

Serve & Connect offers the ability to meet Richland County residents where they are and address food insecurity via police officers through our Greg's Groceries Program. Serve & Connect is a nonprofit with the mission of fostering positive change through sustainable police and community partnerships and our Greg's Groceries program was launched in 2017. Law enforcement agencies in Richland County that will receive this help will be Richland County Sheriff's Office, Columbia Police Department, and Forest Acres Police Department. At its core, the Greg's Groceries Program provides police officers with food and resources that enable their ability to help people in need, make connections, and bridge available community support. Specifically, we will provide 1,000 Greg's Groceries boxes of shelf-stable food. Each box of food is intended to feed a family of four for a week. Police officers can deliver boxes to individuals and families in need through a variety of ways, including while on a call for service, through community referrals, and as part of strategic community outreach. When officers deliver the box of food, they are meeting an immediate need - hunger - while also identifying other needs the recipient may have. Each box of food includes a list of available local resources and officers are encouraged to connect recipients with other services such as local food banks or other supports that might help them address food insecurity in a sustainable way. Serve & Connect will also launch Greg's Groceries Express to the three identified agencies in Richland County, to provide 875 Express bags of nonperishable food designed for individuals who are unsheltered and may not have access to a stove to cook food. Whereas Greg's Groceries boxes are intended for families experiencing food insecurity, Greg's Groceries Express is designed for individuals who are experiencing homelessness and food insecurity.

### **The Nurturing Center**

The Community Impact Grant submitted by The Nurturing Center will connect low-income families who lack resources to easily accessible transportation to and from the agency and other community services and nutrition to aid in focusing on therapeutic treatment. Since the onset of the COVID-19 pandemic The Nurturing Center has utilized many ways to decrease the negative impact of the pandemic. The agency has remained open, continues to be a consistent resource for our clients and provides treatment to our families and individuals. What we have found is that there is an increasing need due to gaps in care since COVID-19 for nutritional care and transportation related to the populations we serve. The Nurturing Center is requesting \$150,000 for the Community Impact Grant that provides food security and transportation to clients we serve. Funds will also be utilized to assist



in obtaining nutritional care for the families and individuals we serve. This includes breakfast, lunch and snacks five days per week while receiving on-site mental health services. This also includes education and transportation to obtain resources to assist with food insecurity. The Community Impact Grant will fund transportation which includes fuel, maintenance, food, routine and emergency repairs and staff's time transporting clients. By providing transportation and nutritional care as an intervention we can decrease food insecurity and increase access to mental health services, anger management and parenting programs in our community. These funds will be used to directly fund services that are not reimbursed by any other entity. The target population of our program is low socioeconomic status participants with a lack of resources and transportation. We serve all ethnicities and genders. We look forward to being able to put our grant into action.

## Affordable Housing

### Able SC

Able SC seeks to improve the availability of accessible, and affordable housing across Richland County for people with disabilities. People experiencing homelessness often lack access to stable housing and frequently turn to emergency services, transitional shelters, or other environments that may pose a risk to their safety. These environments are often not designed with disability accessibility in mind, and staff often lack specialized training to support people with disabilities.

Able SC proposes 1) enhanced programmatic services for people with disabilities who are experiencing homeless or at threat of becoming homeless; and 2) establishing the first regional homeless task force with a focus on people with disabilities.

Our plan includes:

- Architectural assessments of homeless service facilities to determine physical accessibility.
- Collaboration with legal systems to address violations of the ADA or the Fair Housing Act in public or private housing facilities.
- Disability Culture Awareness Training to be offered for existing area homeless providers for disability culture and awareness and identifying alternative approaches to serve people with disabilities in homeless environments.
- Fair Housing testing by sending individuals with and without noticeable disabilities to rental units to determine if any existing discrimination occurs in public or private spaces.
- Home and Community-Based Services that include minor physical home modifications allowing people to stay in their homes safely. Classes include independent living skills, financial management, home maintenance and care, and other services.
- Resources and referrals for individuals and their families with supports to assist in deterring homelessness. Additional availability for service providers and community professionals who have questions about disability rights.



The project will establish a peer-based advisory task force to identify and advance additional barriers for people with disabilities facing homelessness.

### **Good Samaritan Community Development Corp**

Through the ReCover Initiative project, we seek to repair 100 roofs for residents adversely affected by the economic downturn of COVID-19. Within Richland County’s identified Qualified Census Tracts (QCT), low-income homeowners are facing a myriad of negative economic impacts as a result of the COVID-19 pandemic. The Initiative will target low-income homeowners' households with the most vulnerable populations (elderly age 65 - above / children age 5- less). We will ensure that each home is “dried in” resulting in a safer and healthier living environment.

The identified QCT’s comprising the target area historically possess key indicators of economic distress which contribute to the long-term decline of the area and form the basis for the ReCover Initiative project activities. The targeted service area is inundated with high levels of substandard housing, low wealth opportunities, and high crime creating a community heavily concentrated and trapped in poverty. Residents within these QCT’s are predominately people of color, female, and disproportionally represent the service industries impacted the most by COVID-related job loss. These socioeconomic factors mean homeowners are unable to secure the additional funding needed to make repairs imperative to a safe and healthy home.

The 2018 City of Columbia Consolidated Housing Plan shows over 35% of the building structures in the area need major repair, and the City of Columbia Building Inspection Office estimates that over 50% of the available housing units are substandard. The target area also has a high population density residing in substandard housing of almost 9,000 persons per square mile. These factors combine to reduce the quality of life for area residents. The ReCover Initiative will provide safer homes, remove blight, and revitalize the community to foster healthier residents. The program has the potential to impact thousands of lives and help in creating healthy, sustainable communities.

### **Greenville Housing Fund**

Greenville Housing Fund (GHF) requests \$980,000 in ARPA funds from Richland County to leverage its \$15+ million investment to preserve, protect, and strengthen Gable Oaks, a 200-unit affordable apartment home community located at 901 Colleton Street. GHF is a successful, experienced nonprofit affordable housing developer, lender and equity investor, and affordable housing policy advocate.

Gable Oaks, built in 1971, currently receives rental assistance for every unit, enabling it to serve renter-households ranging from under 30% of area median income (AMI) up to 60% AMI. This extensive rental assistance feature, available to income-qualified residents in each unit, is unique and unusual in Richland County.



A period of ineffective management and a proliferation of crime led to elevated vacancy rates and an undesirable brand identity for the property. GHF believes that stabilizing and protecting Gable Oaks is an extremely important project. If the property is not stabilized, the valuable rental assistance is at risk of evaporating as contracts and agreements expire, at which point the entire complex is likely to be sold and converted to market-rate apartments, forever removing it as a source of affordable housing for Richland County residents.

GHF has committed to purchase Gable Oaks with the goals of maintaining the precious rental assistance, making critically-needed renovations, instituting skillful and effective property management, increasing security measures, and bringing new wraparound support services to the property to assist residents as they recover economically and otherwise from the Covid pandemic. These measures, supported by the critical funding in this ARPA request, will ensure that Gable Oaks remains a community affordable housing asset for the long term.

### **NAACP Columbia SC Branch**

The Columbia Branch NAACP Housing Navigator program aims to break the cycle of housing instability by assisting families facing eviction and homelessness to access the financial, legal, and social services necessary to meet their individual housing needs. The Navigator Program volunteers provide renters and their families with holistic support and guidance. Through this project, we plan to serve approximately 1000 families in Richland County by focusing on the following areas:

1. **Administrative Support and Navigator Stipends:** We will use funds to bolster the program’s administrative capacity and hire staff to complete tasks such as conducting intake calls, assisting clients with identifying vital resources, and establishing court-based Navigators who will aid clients on the day of their eviction hearing. We will also use funds to purchase supplies and support and general operations for the program, as well as compensate our volunteers for the expenses they incur while assisting clients.
2. **Research and Strategic Advocacy:** The Navigator Program’s Policy and Advocacy is an extension of the Housing Navigator Program comprised of former and current Navigators. Funding would enable the working group to research and investigate local housing issues in order to help local officials develop policies and programs that will help people access affordable housing.
3. **Emergency Community Funding:** Emergency funds will be used to provide financial assistance to clients facing imminent eviction of homelessness and cannot access other funding.
4. **Education and Outreach:** To redress the lack of community knowledge about the eviction process and available resources, we will use funding to bolster community education through flyers, Know-Your-Rights events, listening sessions, community gatherings, and community trainings in partnership with other providers.

Our key projected outcomes include:



1. Reducing eviction rates through coordinated access to legal and financial resources and preventive measures;
2. Creating long lasting rental assistance infrastructure in Richland County.

### **The Cooperative Ministry**

Re-housing Richland is a collaboration between The Cooperative Ministry and the Richland Library Social Work Department to serve county residents who have experienced pandemic-related housing instability. The project features comprehensive case management to help 50 displaced households secure and sustain permanent housing. In addition, the project will assist in preventing involuntary displacements for 50 households that are at risk due to rent or utility arrears.

With a strong reputation for resource navigation and holistic services, Richland Library's social workers bring an array of housing, career, and job placement services and benefits assistance, as well as emergency services (rent, utilities, phones, and vital documents), to the Re-Housing Richland project. Through meaningful case management, the Social Work Department also links residents to complementary services such as The Cooperative Ministry's financial health and empowerment activities for helping households achieve and sustain economic self-sufficiency.

In addition to receiving client referrals from the Social Work Department, The Cooperative Ministry (TCM) will serve as the fiduciary agent for Re-Housing Richland. TCM will have full responsibility for managing the project's finances, including timely and accurate processing of payments to landlords, utility companies, and other providers on behalf of the individuals and families served by Re-Housing Richland.

Project activities will be tracked in Charity Tracker, allowing the Richland Library Social Work Department to monitor and report all grant metrics. Success will be measured by meeting participation goals; getting participants re-housed; spending all grant funds within the grant period; and case management and client follow-up surveys to track program efficiency and outcomes.

### **The Mighty ChariotWheel Stewardship and Learning Center**

Through the Richland County Government American Rescue Plan (ARPA) Grant opportunity, The Mighty ChariotWheel Stewardship and Learning Center will implement a program designed to combat the negative effects of Coronavirus 2019 (COVID-19) by advancing work that mitigates and prevents the virus in a manner consistent with recommendations and guidance from the Centers for Disease Control and Prevention, by providing and increasing affected populations' access to assistance for food and housing needs, internet access and digital literacy, social services and public benefits, childcare costs for capacity enhancing endeavors, services that address the impacts of lost instructional time, career and skills-building programs, and guidance for those seeking entrepreneurship. Intended beneficiaries of this program are low-income, especially marginalized, families living in Richland County that have been disproportionately affected by the pandemic.



This project is vital because research shows that low-income families will be primed to overcome the pandemic only through assistance for food, housing, utility bills, job attainment, career advancement guidance, COVID-19 myths dissipation, and academic support for their children. Nationwide, COVID-19 has disproportionately negatively impacted low-income Black populations and predominantly Black communities. Likewise, those groups living within Richland County have parallel experiences. Further, Black people, low-income workers, women, and disabled populations disproportionately lost their jobs during the pandemic and experienced higher rates of negative health outcomes and death.

The outcomes forecasted for systematically disenfranchised communities are not novel to the COVID-19 pandemic or the resulting economic downturn. However, COVID-19 vastly exacerbated them. To begin remediating these circumstances, our primary activities will include a multi-tiered, culturally competent tactical plan that will offer: COVID-19 awareness on prevention, testing, and vaccination, job skills training, career and entrepreneurship workshops, housing cost support, outsource counseling, food assistance, K-12 educational resources, social services linkage, financial stability classes, trauma-informed programming, and rent, utilities, and vital resources funds.

### Youth and Recreation Services

#### **Able SC**

Able SC is working to establish the Equip Core program. This new initiative seeks to address the increased mental health and social isolation issues since the COVID-19 pandemic, particularly among young adults with disabilities. The project aims to establish an inclusive and accessible program that encourages the development of social, emotional, and independent living skills by bringing youth together in welcoming spaces throughout the community.

Equip Core will accomplish this goal by offering a variety of new and existing programming designed to bring young people together around a mission to connect them with their communities and support each other in building the skills they need to reach their goals in the future.

#### **Key Factors of Success:**

- This project will be open to all youth, with and without disabilities, 13-28 years old, in the Richland County community.
- The project will provide new and expanded opportunities for connecting Richland County youth with integrated and accessible recreational opportunities.
- The programming will take place at various locations throughout the community.
- Provide activities focused on improving self-esteem, self-advocacy skills, quality of life, engagement and satisfaction with services and supports, and overall health for youth with disabilities.



- The project will use an evidence-based peer-to-peer model to provide services and prioritize referrals to appropriate community support and assistance.
- The project will recruit participants through various methods, including social media, newsletters, and partner connections.
- Funds will be used to develop and implement a program to support youth adults with disabilities in being full and active participants in community life's recreational and peer-connected aspects.

Equip Core at its foundation is a transformative program designed to foster the development of social, emotional, and independent living skills through inclusive, community-based experiences for the youth of Richland County.

### **Midlands Mediation Center**

The Community Violence Reduction project empowers local communities to reduce violence and increase civic engagement with data-informed strategies. The project aims to prevent and respond to community violence through mediation, restorative justice practices, conflict coaching, conflict management training and community dialogues. MMC will lead the project in capacity-building efforts (listening sessions), funding community intervention personnel, providing training and professional development for community residents, and hiring and training personnel to administer the programs. Midlands Mediation Center methods incorporate the Cure the Violence model for the interruption, The CDC's model for Preventing Youth Violence and Community Violence, and The NAFCM/JAMS model for Listening Sessions for sustainable change.

MMC will analyze violence clusters and transmission dynamics and use community representatives (leaders and residents) to interrupt transmission and change community norms around the use of violence.

Participants receive extensive education and coaching in evidence-based methods of mediation, persuasion, behavior change, and norm change — all of which are essential for limiting the spread of outbreaks of violence. The project participants will present as peers to their community in training and listening sessions.

The strategies taught and modeled through training and dialogues include:

- promoting family environments that support healthy development,
- strengthening youth's conflict engagement skills,
- creating protective community environments, and
- intervening to lessen harm and prevent future risks.

The Listening Sessions will evaluate through focus groups individual actions to thought, project, or product coupled with restorative practices allowing individuals to focus more on the harm caused through structures, practices, or policies.



Provide additional context regarding salaries and rental spaces.

Project Lead \$38,250 / \$45 per hour \* 850 hours

Trainers & Facilitators \$21,800

- program listening sessions \$1000 @ 5 = \$5,000
- training session @ 12 = \$4000
- Strategic planning session \$1,800
- Community Townhall Meetings \$500.00 @ 20= \$10,000;

Contractors / Services and Community: \$33,420

- Training Designer \$5,000
- Data Analyst: (proximately \$150.00 per hour, approximately 50 hours \$7,550)
- Research Assistant: \$45 per hour for approximately 52 hours (\$2,340)

Space (Rental / Community Centers) \$15,250

- Rental space for townhalls and community listening sessions - \$6,500
- Local community center training sites - \$2,400
- MMC Office space (administrative) - \$6,360

## Serve and Connect

Serve & Connect will work to address hot spots of community and youth violence in Richland County. While gun violence is an urgent priority county-wide, there are growing concerns with the rise in violence in the Northeast areas in Richland County to include the Dentsville and Woodfield communities. Serve & Connect is a nonprofit with the mission of fostering positive change through sustainable police and community partnerships. We will provide a community-based approach to violence reduction in the Dentsville area that focuses on strengthening connections among residents, social services (non-profits, faith-based organizations, education, etc.) and police with the goal of enhancing trust and increasing access to available resources to a community in need. To achieve this, we will utilize our evidence-based COMPASS Program to build a community-based network where police and citizens work together to address drivers of crime to foster positive community change. This will take place across two phases: Phase I: Exploration & Trust-building and Phase II: Community Mobilization and Mapping Needs to Assets where we seek to understand the drivers of challenges and crime factors facing a community. We work to build relationships with those who live and serve in this community and seek to connect them with one another around a shared goal of community improvement. Specific activities we complete will be to: (1)conduct a comprehensive needs and assessment, (2)launch a partnership network to build relationships between police and service providers, (3)engage in strategic community outreach, (4)work with partners to develop branding and shared language and vision, (5)develop and implementation and sustainability plan, (6)launch collaborative discussions within the community, and (7)launch a neighborhood council of engaged residents to ensure a community voice and leadership in efforts to address crime. The goal is to develop a locally-owned and locally-driven movement that lasts for years to come.



## **The Big Red Barn Retreat**

The objective of the ARPA funded grant is to support unique and experiential training, Warrior PATHH, designed for the veteran community culture. The training serves to create an environment for safe communication, teaches nontraditional therapeutic techniques to address maladaptive coping behaviors, and how to position traumatic events and COVID-19 psychological distress as catalysts for positive change. The mission of The Big Red Barn Retreat (BRBR) is to provide heroes with transformative programs, training, and services so they become the best version of themselves.

Participants who complete the BRBR Warrior PATHH flagship training report a reduction in PTSD symptoms as soon as the seventh day. The term posttraumatic growth encompasses breakthroughs from struggle to strength. In order to harness the power of their extensive military training and psychological distress, veterans and active duty service members must be trained to repurpose their abilities.

By encouraging open and honest dialogue about struggles, posttraumatic growth in the home and in the workplace can be achieved by fostering interpersonal connections. The participants learn emotional regulation techniques to mitigate the stressors of COVID-19 as it worsens mental wellness for veterans struggling with PTSD issues.

The team of Warrior PATHH guides are a unique blend of veterans and first responders who have previously attended Warrior PATHH training. All have had experiences with struggle and have achieved posttraumatic growth through practices and principles taught within the training. Participants who have completed Warrior PATHH report a reduction in symptoms, an increase in personal strength, improvement in all relationships, and a positive spiritual/existential change. Multiple evaluations are in place to chart progress.

## **PRISMA Health Midlands**

Prisma Health and four Midlands school districts partner for telehealth programs in order to offer students a way to receive clinical and educational support for their health needs. Clinical and education programs are available in schools across Richland County School District One, Lexington County School District 1, and Lexington County School District 4. The expansion of these services is critical to the health and well-being of our students. Telehealth Clinical Program Students with health needs are connected to a Prisma Health provider for non-emergency needs and have prescriptions sent to the pharmacy of choice following the visit. This service does not replace existing primary care. Parent/guardians are contacted before any telehealth visit occurs with participating students.

Prisma Health and school districts will continue to work through COVID-19 protocols for school-based health services. Students are required to complete COVID-19 testing to be treated for minor ailments such as runny nose, sore throat, and other cold/flu symptoms.



Training will be provided to all school nurses in using the Tyto Care clinic equipment and platforms at the beginning of the school year, along with individual-requested trainings. Telehealth consent forms will be provided to each student and their family, including both new consents and returning student enrollment letters. With this process, telehealth enrollment will increase each school year. Equipment is updated and upgraded to ensure nurses are more comfortable with Tyto devices than during the initial school year with the new equipment. The TytoCare process involves nursing support from Prisma Health Upstate providers. This model uses an iPad and clinical peripherals, along with a MiFi hotspot to connect to Prisma Health nurses. There are three providers available to assist school nurses with telehealth visits. Providers interact with school nurses to coordinate care and providers follow-up with parents for prescription needs and primary care referrals.

## AWARDED CATEGORIES

### Broadband Services

#### CIU-Columbia International University - **Awarded**

Columbia International University is committed to the holistic improvement of families residing in the fourth district of Richland County, SC. The Monticello Road Corridor has been identified as part of South Carolina's broadband desert. Within 15 miles, there are over 15 desert zones. Students in the fourth district of Richland County, SC have faced with tremendous challenges due to the lack of internet connectivity. Therefore, remote learning has negatively impacted the learning experience of students within the fourth district. Accordingly, 4,100 students within 10 miles of Columbia International University have faced struggles related to Math, English-Language Arts and Science. Failure to meet the qualifying standards in these subjects have created a tremendous need for additional support and resources.

Additionally, adults seeking job placement face struggles applying for jobs with livable wages. This problem presents an economic dilemma for individuals seeking employment. Essentially, broadband connectivity lies at the intersection of providing good jobs and quality education in the fourth district of Richland County, SC.

Therefore, Columbia International University (CIU) proposes the Broadband Expansion for the Fourth District of Richland project to provide internet access that will help accommodate the disruption of qualitative education and job placement by COVID-19. This project has the following objectives: 1) provide access to educational resources, and 2) assist citizens with finding jobs paying livable wages. This project will accomplish the following:

1. Make broadband and internet connection available to community members of the fourth district of Richland County,
2. Increase the connectivity and speed of internet access to CIU students,



3. Provide educational resources for citizens and students to provide access to employment opportunities and enhanced educational experiences,
4. Enhance the experience of community members of the fourth district of Richland County using CIU facilities and internet-based devices.

### **Greater Columbia Community Development Corporation**

In the grant proposal we shared a budget line item for \$600k for Broadband and Installation. We propose to provide “FREE” Broadband services to the Residents in our community, consisting of 91 Families, and our leasing office over a 12-year period.

For the Bulk Service, Spectrum shall bill a monthly fee in advance for the Bulk Service (“Bulk Billing Fee”) based on the following calculation.

- Bulk Billing Fee = \$ 45.50 per unit rate x 92 units at the Premises\*
- Total Monthly Bulk Billing Fee = \$ 4,186.00
- Total Annual Bulk Billing Fee = \$50,232.00
- \*Total number of units at the Premises whether occupied or not: 91 units + Leasing Office

The installation and service provided by Spectrum includes the following:

- Two (2) set top boxes (“STB”) per unit at no charge
- One (1) modem provided per residential unit as part of the Bulk Internet access service at no cost to Resident
- One (1) wireless router is being provided per residential unit as part of the Bulk Internet access service at no cost to Resident
- All above-ground and underground cables, fiber, internal wiring including cable home wiring and home run wiring (“Internal Wiring”), conduit, customer premises equipment (“CPE”), electronics and/or any other equipment or facilities necessary to provide the Services
- The Equipment extends from the external boundary lines of the Premises up to and including the outlets in each unit
- Spectrum will install, maintain, and/or operate the Equipment.
- Spectrum will activate the Services on the Premises no later than sixty (60) days after the delivery of a Certificate of Occupancy for the entire Premises
- Services shall mean all lawful communications services that Spectrum may provide including, all multi-channel video and audio programming services, Internet access services including Wi-Fi Services, and/or voice services

### **Richland County Public Library - Awarded**

HomeSpot is an existing hotspot loan program for households that do not have access to the internet. Per the FCC, over 10,300 county residents do not have broadband access. The lack of internet and



broadband infrastructure creates a digital divide, often excluding lower-income and rural residents from telework, online learning, and telehealth. Over 16% of Richland County's 415,759 residents live in poverty and are disproportionately burdened by the education, health, and economic realities our state is facing.

Grant funds will allow Richland Library to extend the loan of at least 250 hotspots through December 2024, providing internet services to underserved households that do not have access or households where infrastructure is not in place to purchase internet.

Hotspots will be loaned to residents with library cards. Loan periods are four weeks each, with an opportunity to renew if there is no waiting list. Hotspots come packaged with chargers, directions, and troubleshooting information to assist customers with connecting their devices. Customers who participate in HomeSpot will be surveyed to gather demographic and hotspot use data.

Using a smartphone, tablet, or computer, households will be able to connect to their schools for virtual learning, have the wi-fi needed to apply for unemployment and SNAP food benefits, apply for jobs, reach out to community groups and organizations for resources, and stay connected in a social distancing world.

This project reduces the digital divide in Richland County by providing:

- More digital access in residences without broadband service
- More internet use for education, work, and general use among those lacking digital access
- A link to community and Library resources for those who do not have access.
- More digital access in lower income and rural residences

### **Richland County Recreation Commission**

Richland County Recreation Commission serves a population of over 415,000 citizens in Richland County. There are several cities/towns within the county and in these areas, they have large rural communities. The ARPA Grant funds will be used for purchasing IT infrastructure, fiber optics, up-to-date hardware and software that will allow the agency to provide these rural communities with access to high-speed internet and up-to-date technology, which are described below:

#### **Internet infrastructure**

Being able to have high speed internet access available for the community in our centers will allow the patrons to have access to those internet resources. This will provide opportunities to look for jobs or have a virtual job interview. This will also allow for after-school activities for young people and for technology education for our senior patrons.

#### **Computers and Laptops**

The purchase of computers and laptops will allow students to use these for after school programs, college applications and other classroom learning opportunities. It will be used for our rural



communities as an opportunity to better interact with the various county or city government entities, such as utilities, schools, auditor and treasurer departments and the like.

#### Wiring Infrastructure installations

Fiber optics installation will have to be done for all the buildings to be connected to the internet. The company (not yet contracted) will run wiring to establish a stable and reliable connection for the community to use while in the labs, as well as around the baseball fields for live streaming. The current connections that exist are unreliable and very unstable, thus leaving our constituents open for an array of cyberattacks, via malware and the like. With this installation completed, these communities will have something that has never existed. This fiber optic internet connectivity will also lay the foundation for people in the rural areas to develop small internet-based businesses.

#### Software

These funds will be used to purchase a plethora of software programs to be uploaded on the computers that will allow the users to create reports, résumé's, fill out forms as well as other items for the purpose of uplifting the technological structure for the community.

Our mission is dedicated to enriching lives and connecting communities through diverse recreational opportunities. This will give us the opportunity to fulfill the needs of the communities.

### Non-Profit Assistance

#### Epworth Children's Home - **Awarded**

Epworth Children's Home is a unique institution in terms of its security needs. Children and older youth live on its two campuses 24 hours a day, 7 days a week, along with staff who provide their care. Both Epworth's Millwood Avenue location and its Trenholm Road campus are in busy parts of Columbia where there is potential entry onto the campuses from uninvited outsiders.

During the Covid pandemic, it was clear that Epworth's security necessitated a considerable update. These needs continue today. Many of Epworth's residents come from families in which abuse, violence, and family dysfunction have been a constant issue during their young lives. These young people are placed at Epworth to enjoy a stable, nurturing place to live.

Often due to the dysfunctional households from which these children come, there is a problem with family members who come illegally onto the Epworth campus and try to locate their children. This situation not only provides instability and fear for the children involved, but also for other residents. The issue with parents trying to enter the campuses increased throughout the Covid pandemic and continues today.

Another concern is that Epworth's open campus allows unauthorized entry from individuals in the community. Because of the vital need for increased security, Epworth seeks funding to provide



security cameras and monitoring equipment in residences where its children live. This equipment would offer a huge layer of surveillance and subsequent protection. Epworth is also seeking funding to provide salaries for two security guards, one for each campus, to monitor activity and provide safety. The pandemic changed the security scenario for Epworth and we are seeking funding from Richland County's ARPA program to purchase security equipment and to hire two security guards for the campuses to keep our residents and staff safe from intruders.

### **Midlands Mediation Center - Awarded**

The Community Violence Reduction project empowers local communities to reduce violence and increase civic engagement with data-informed strategies. The project aims to prevent and respond to community violence through mediation, restorative justice practices, conflict coaching, conflict management training and community dialogues. MMC will lead the project in capacity-building efforts (listening sessions), funding community intervention personnel, providing training and professional development for community residents, and hiring and training personnel to administer the programs. Midlands Mediation Center methods incorporate the Cure the Violence model for the interruption, The CDC's model for Preventing Youth Violence and Community Violence, and The NAFCM/JAMS model for Listening Sessions for sustainable change.

MMC will analyze violence clusters and transmission dynamics and use community representatives (leaders and residents) to interrupt transmission and change community norms around the use of violence. Participants receive extensive education and coaching in evidence-based methods of mediation, persuasion, behavior change, and norm change — all of which are essential for limiting the spread of outbreaks of violence. The project participants will present as peers to their community in training and listening sessions.

The strategies taught and modeled through training and dialogues include:

- promoting family environments that support healthy development,
- strengthening youth's conflict engagement skills,
- creating protective community environments, and
- intervening to lessen harm and prevent future risks.

The Listening Sessions will evaluate through focus groups individual actions to thought, project, or product coupled with restorative practices allowing individuals to focus more on the harm caused through structures, practices, or policies.

Provide additional context regarding salaries and rental spaces.

Project Lead \$38,250 / \$45 per hour \* 850 hours

Trainers & Facilitators \$21,800

- program listening sessions \$1000 @ 5 = \$5,000
- training session @ 12 = \$4000



- Strategic planning session \$1,800
  - Community Townhall Meetings \$500.00 @ 20= \$10,000;
- Contractors / Services and Community: \$33,420
- Training Designer \$5,000
  - Data Analyst: (proximately \$150.00 per hour, approximately 50 hours \$7,550)
  - Research Assistant: \$45 per hour for approximately 52 hours (\$2,340)
- Space (Rental / Community Centers) \$15,250
- Rental space for townhalls and community listening sessions - \$6,500
  - Local community center training sites - \$2,400
  - MMC Office space (administrative) - \$6,360

### **The Cooperative Ministry - Awarded**

The requested premium pay will help to acknowledge and compensate staff's continued commitment to serving our community. Our services have been deemed essential, and we have remained open throughout the pandemic to help Richland County residents remain safely and stably housed. Local and federal government agencies, faith congregations, and private charities have relied on us to administer nearly \$600,000 in housing and food assistance. The public-facing nature of our services has placed our staff at increased risk; 17 of our 18 staff members have experienced 1 or more confirmed cases of COVID.

Our focus population remains at high risk for negative outcomes as pandemic recovery benefits—e.g., stimulus payments, child tax credits, enhanced SNAP (food stamps), and Medicaid coverage—expire. We expect that requests for assistance will increase as household incomes decline. Premium pay will help to retain well experienced and deeply compassionate staff to infuse our community's most vulnerable households with resources and hope to thrive.

Specific objectives:

- 1) Prevent unscheduled closures or other service limitations due to lack of staff.
- 2) Limit staff attrition due to pandemic-related job stressors to 5% or less.
- 3) Sustain current productivity as measured by total number of persons served and percentage of persons served who meet their participation goals.

Success will be measured by the impact of premium pay on staff retention, attendance, productivity, and morale. Our Finance Department will provide bi-monthly payroll summaries of hours worked and wages/salaries earned. The summaries will also report time off by category— i.e., sick, vacation, holiday, personal, other. Staff morale will be assessed semi-annually using a 10-question survey. Descriptive statistics will be used to report the number and demographics of persons served, counts and categories of services provided, funds expended by service category, and comparisons of pre- and post-pandemic service data.

**RICHLAND COUNTY  
GRANTS DEPARTMENT**

2020 Hampton Street  
Columbia, SC 29204  
803-929-6000





## **REQUEST OF ACTION**

**Subject:** FY24 - District 2 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$10,000** for District 2.

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

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (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 FY24, Regular Council Meeting – June 6, 2023:** Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 2 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 33,350
Omega Men of Columbia	\$ 10,000
<b>Total Allocation</b>	<b>\$ 10,000</b>
<b>Remaining FY2023 Balance</b>	<b>\$105,775</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
- 3<sup>rd</sup> Reading of the Budget FY24- June 6, 2023

**D. Alternatives**

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

**E. Final Recommendation**

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



## **REQUEST OF ACTION**

**Subject:** FY24 - District 3 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$10,000** for District 3.

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

For the 2023 - 2024 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (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 FY24, Regular Council Meeting – June 6, 2023:** Establish Hospitality Tax discretionary accounts for each district in FY24 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY22-23 be carried over and added to any additional funding for FY23-24.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY24 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 3 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2023 Remaining	\$ 99,825
Columbia World Affairs Council	\$ 10,000
<b>Total Allocation</b>	<b>\$ 10,000</b>
<b>Remaining FY2023 Balance</b>	<b>\$172,250</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
- 3<sup>rd</sup> Reading of the Budget FY24- June 6, 2023

**D. Alternatives**

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

**E. Final Recommendation**

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



**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**RESOLUTION**

**A RESOLUTION TO APPOINT AND COMMISSION JOHN M. THOMPSON AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.**

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

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

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

ADOPTED THIS 11th DAY OF JULY, 2023.

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Overture Walker - Chair  
Richland County Council District 8

ATTEST this 11th day of July, 2023

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Anette A. Kirylo  
Richland County Clerk to Council