

RICHLAND COUNTY

SPECIAL CALLED MEETING AGENDA



Tuesday, SEPTEMBER 14, 2021

6:00 PM

COUNCIL CHAMBERS

RICHLAND COUNTY COUNCIL 2021



Bill Malinowski
District 1
2018-2022



Derrek Pugh
District 2
2020-2024



Yvonne McBride
District 3
2020-2024



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker III
District 6
2018-2022



Gretchen Barron
District 7
2020-2024



Overture Walker
District 8
2020-2024



Jessica Mackey
District 9
2020-2024



Cheryl English
District 10
2020-2024



Chakisse Newton
District 11
2018-2022





Richland County Special Called Meeting

September 14, 2021 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Paul Livingston
 - a. Roll Call

2. **APPROVAL OF MINUTES** The Honorable Paul Livingston
 - a. Special Called Meeting: August 31, 2021 **[PAGES 9-18]**
 - b. Special Called Meeting: September 1, 2021 **[PAGES 19-21]**

3. **ADOPTION OF AGENDA** The Honorable Paul Livingston

4. **PRESENTATION**
 - a. Capital City/Lake Murray Country Miriam Atria, President/CEO

5. **REPORT OF THE ACTING COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS** Elizabeth McLean,
Acting County Attorney

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

 - a. An Emergency Ordinance requiring the wearing of face masks to help alleviate the spread of COVID-19, specifically the recent surge in the delta variant

6. **CITIZENS' INPUT** The Honorable Paul Livingston
 - a. For Items on the Agenda Not Requiring a Public Hearing

7. CITIZENS' INPUT

The Honorable Paul Livingston

- 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 time.)

**8. REPORT OF THE COUNTY ADMINISTRATOR
[PAGES 22-32]**

Leonardo Brown,
County Administrator

- a. COVID-19 Update
- b. Project Updates

9. REPORT OF THE INTERIM CLERK OF COUNCIL

Michelle Onley,
Interim Clerk to Council

10. REPORT OF THE CHAIR

The Honorable Paul Livingston

- a. Ad Hoc Committee Establishment/Assignment

11. APPROVAL OF CONSENT ITEMS

The Honorable Paul Livingston

- a. 21-019MA
Robert F. Fuller
RU to LI (1.16 Acres)
1050 Gates Road
TMS # R02509-04-01 [THIRD READING] [PAGES 33-34]
- b. 21-020MA
Thomas Fowler
GC to RM-HD (0.8 Acres)
4725 Alpine Road
TMS # R19712-10-33 [THIRD READING] [PAGES 35-36]
- c. 21-021MA
Matthew Condon
PDD to PDD (19.17 Acres)
Farrow Road
TMS # R17404-01-01, R17408-01-01, 02 & 03 [THIRD READING] [PAGES 37-38]

12. THIRD READING ITEMS

The Honorable Paul Livingston

- a. 21-010MA
Kevin Steelman
PDD to PDD
8930 Rabbit Run
TMS # R21800-01-06 [PAGES 39-40]

13. REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Yvonne McBride

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Tri-County Electric Cooperative, Inc.; identifying the project; and other matters related thereto [PAGES 41-42]
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Tri-County Electric Cooperative, Inc., to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING] [PAGES 43-74]
- c. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Bridge; identifying the project; and other matters related thereto [PAGES 75-76]
- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Bridge to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING] [PAGES 77-107]

14. REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

The Honorable Bill Malinowski

- a. Business Service Center Appeals Board - Four (4) Vacancies (TWO applicants must be from the Business Industry and TWO applicants must be a CPA)
 - 1. Coulter R. Templeton [PAGES 108-109]
 - 2. Toneka Green [PAGES 110-119]
- b. Music Festival - Two (2) Vacancies
 - 1. Phillip Gilchrist [PAGES 120-123]
 - 2. Al Martin [PAGES 124-125]
- c. Richland Memorial Hospital Board of Trustees – Two (2) Vacancies
 - 1. William Alvin McElveen [PAGES 126-133]
 - 2. Stacey V. Brennan [PAGES 134-139]
 - 3. Virginia L. Crocker [PAGES 140-142]
 - 4. Raquel Michelle Richardson Thomas [PAGES 143-149]

5. Millisa "Millie" M. Bates [PAGES 150-152]

- d. River Alliance - One (1) Vacancy
 - a. Javar A. Juarez [PAGES 153-154]
 - b. Lisa Ellis [PAGES 155-156]
 - c. Scott Hicks [PAGES 157-158]

15. OTHER ITEMS

The Honorable Paul Livingston

- a. FY22 - District 3 Hospitality Tax Allocations [PAGES 159-160]
- b. FY22 - District 7 Hospitality Tax Allocations [PAGES 161-162]
- c. FY22 - District 10 Hospitality Tax Allocations [PAGES 163-164]
- d. FY22 - District 11 Hospitality Tax Allocations [PAGES 165-166]
- e. A Resolution to appoint and commission George Recardo Carroll as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [PAGE 167]
- f. An Emergency Ordinance requiring the wearing of face masks to help alleviate the spread of COVID-19, specifically the recent surge in the delta variant

16. EXECUTIVE SESSION

Elizabeth McLean,
Acting 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 notice meeting.

17. MOTION PERIOD

18. ADJOURNMENT



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



Richland County Council
Special Called Meeting
August 31, 2021 – 6:00PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

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

OTHERS PRESENT: Angela Weathersby, Kyle Holsclaw, Tamar Black, Ashiya Myers, Leonardo Brown, Elizabeth McLean, Jeff Ruble, Bill Davis, Dale Welch, Harry Polis, Beverly Harris, James Hayes, Jenifer Wladischkin, Judy Carter, Casey White, Randy Pruitt, Ronaldo Myers, Sandra Haynes, Stacey Hamm, Chris Cowan, Christa Sheehan, Michael Byrd, Michael Maloney, Lori Thomas, Geo Price, Chris Eversmann, and John Thompson

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00PM.
2. **INVOCATION** – The Invocation was led by the Honorable Cheryl English.
3. **PLEDGE OF ALLEGIANCE** - The Pledge of Allegiance was led by the Honorable Cheryl English.
4. **APPROVAL OF MINUTES**

- a. **Regular Session: July 20, 2021** – Mr. O. Walker moved, seconded by Ms. Barron, to approve the minutes as distributed.

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

Not Present: J. Walker

The vote in favor was unanimous.

- b. **Zoning Public Hearing: July 27, 2021** – Ms. Barron moved, seconded by Ms. Terracio, to approve the minutes as distributed.

Mr. Malinowski stated he wished the minutes reflected the reason why he approved Item #2 in spite of the Planning Commission and staff's recommendation for disapproval. He wanted anyone reading the minutes to understand his reasoning.

Mr. Livingston directed the Clerk's Office to insert Mr. Malinowski's comments prior to the minutes being published.

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

Not Present: J. Walker

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The vote in favor was unanimous.

- c. **Special Called Meeting: July 27** - O. Walker moved, seconded by Ms. Barron, to approve the minutes as distributed.

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

Not Present: J. Walker

The vote in favor was unanimous

- d. **Special Called Meeting: August 16, 2021** – Ms. Barron moved, seconded by Mr. Pugh, to approve the minutes as distributed.

Mr. Malinowski noted there were additional comments he made regarding children not being required to wear masks on playgrounds or outside.

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

Not Present: J. Walker

The vote in favor was unanimous.

5. **ADOPTION OF AGENDA** – Ms. Terracio moved, seconded by Mr. Malinowski to approve the agenda as published.

Mr. Malinowski stated Items 7(c) and (d) actions are listed as action items, but he did not receive any information, so he is unclear on what action is being requested.

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

Not Present: J. Walker

The vote in favor was unanimous.

6. **PRESENTATION OF PROCLAMATION**

- a. **A Proclamation Recognizing the Life and Work of Jim Stastkowski** – Ms. Black read the proclamation into the record.

7. **REPORT OF ACTING COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS** – Ms. McLean stated the following items are appropriate for Executive Session:

- b. **Legal update: Alan Wilson v. City of Columbia [Pursuant to SC Code of Laws §30-4-70(a)(2)]**
- c. **Crown Point Development, LLC and Miriville, LLC v. Richland County (road closure case) [Pursuant to SC Code of Laws §30-4-70(a)(2)] [ACTION]**

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- d. **Greater Columbia Community Development Corp. f/k/a Greater Christian Ministries, Inc. v. SCDOT, RCDPW, and City of Columbia (road closure case) [Pursuant to SC Code of Laws §30-4-70(a)(2)] [ACTION]**

8. **CITIZEN'S INPUT**

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

9. **CITIZEN'S 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 time.)** – Mr. Spry spoke regarding the paving of Sara Matthews and Wages Roads.

Mr. Mustafa, Ms. Greenlaw, and Ms. Elaine Cooper spoke regarding the Sankofa Institute.

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. **Introduction of Assistant County Administrator Aric Jensen** – Mr. Brown introduced the new Assistant County Administrator Aric Jensen.
- b. **Recognitions** – Mr. Brown stated Councilwoman Yvonne McBride and GIS Division Manager, Dr. Patrick Bresnahan, were NACO Presidential Appointees. He noted, while at the South Carolina Association of Counties Conference, Richland County submitted two competitive presentations. One for the J. Mitchell Graham Competition and the other for the Covid-19 Response and Resiliency Showcase. The County was recognized for its effort and acknowledged for their participation. In addition, he and Councilwoman Terracio were graduates of the SCAC's Institute of Government Level I classes.

Assistant County Administrator John Thompson was presented with a certificate from the SC Emergency Management Division Advance Professional Series associated with disaster operations.

Mr. Livingston stated they are proud to have Councilwoman Yvonne McBride and Dr. Patrick Bresnahan in their new national leadership roles representing Richland County. He also congratulated Councilwoman Terracio, Mr. Brown, and Dr. Thompson for their achievements.

- c. **COVID-19 Update** – Mr. Brown stated, in the packet, there is information from the July 20th meeting to be used as a comparison to the current reporting. He noted the level of incident rates on July 20th went from 58.21 per 100,000 to 925 per 100,000 as of the date of reporting. Richland County's level of confirmed cases went from the moderate tier to the high tier, and the percent positive went from below 5% to 10.7%.
- d. **Project Updates** – Mr. Brown stated Richland County has obligated almost 100% of the funds from the Emergency Rental Assistance Program. He noted very few organizations in the nation who have expended the funds Richland County has expended, and the US Treasury recognized this as well. We have been asked to participate in a lot of roundtable discussions, as well as to submit information to the treasury about the program. The County received an additional \$9.9 million dollars in ERAP(2). We have already received 40% of that funding. According to the US Treasury's guideline, the County can apply for additional funds.

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Ms. Mackey thanked staff for all the work they have done to make the program a success. She noted Richland County still has funds for Emergency Rental Assistance and we are here to help.

Ms. English, Ms. McBride, and Ms. Barron thanked Mr. Brown, and his staff, for their efforts and work in getting the funds out in Richland County.

Mr. Brown stated County Council will need to select a date with the Richland County Recreation Commission for a Sports and Tourism Complex Work Session.

As instructed by Council, staff is working to move forward with the construction of the Public Safety Complex to house E-911, the Forensic Lab and SC Pardon and Parole. They have an architect and they are looking to hire a Construction Manager at Risk. Mr. Brown inquired if Council wants him to get everything done and come back to Council with updates, or to come to Council for approval of each step. This will determine how fast, or slow, we can move forward.

Mr. Livingston inquired about what the major steps will be before he provides his input.

Ms. McBride stated the updates are good, but by law the County Administrator has certain responsibilities and things they can do. The Administrator should follow those guidelines, provide updates on the major milestones, but not every detail requires Council's input.

Ms. Barron inquired if the architect has been fully awarded.

Mr. Brown responded they are finalizing the financial pieces and executing the agreement.

Ms. Barron inquired if they have hired the Construction Manager at Risk.

Mr. Brown responded they have not. He inquired if he should go ahead and do so. The team wanted to ensure they understood the level of involvement Council was expecting.

Ms. Barron stated, for clarification, now that Mr. Brown has guidance, we will be able to move forward.

Mr. Brown responded in the affirmative. He will move forward with the Construction Manager at Risk.

Staff met with the DSS team and received feedback on their projected needs. A follow-up meeting will be held on September 13th to address those needs, to request clarity on the space DSS needs. He noted they will be coming to Council with a potential funding source. This will be discussed with the Coronavirus Ad Hoc Committee, as well as other interested Councilmembers.

Ms. McBride inquired about who was involved in projecting the space for DSS.

Mr. Brown responded he spoke with the DSS executives. DSS had to go through their State and procurement process for the space projections. At the previous meeting, Rep. Finlay, and other interested parties attended.

Ms. Mackey inquired about the expectations from the September 13th meeting, and when Council could anticipate a report.

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Mr. Brown responded he hopes to get information about the actual amount of space needed. They are projecting to do a design-build and it was important to have accurate information. Previously, DSS shared space with other entities, so we need to ensure the new space is adequate.

Mr. Brown noted they spoke with the current contract haulers. The haulers are in communications with Solid Waste team, and are aware of the process and recommendations. It was noted only Areas 1 and 6 contracts were extended until September 21, 2021.

Mr. Brown stated Council will receive a contract from Baker Tilly in the near future regarding the Strategic Planning Process. He noted they are expected to start the Strategic Planning Process on September 14th and conclude at the end of November.

Mr. Brown stated we need to get Council together to update the Council photo(s).

Ms. Newton inquired about the third party community survey.

Mr. Brown responded it is not currently out, but it could run parallel with the County's survey.

Ms. Newton inquired if Baker Tilly is aware of it being an option in the Strategic Planning Process.

Mr. Brown respond it was not initially discussed with Baker Tilly, but it could be discussed with them tomorrow.

Ms. Newton inquired when would there be an update on the staff augmentation study.

Mr. Brown responded in September.

Ms. McBride inquired about her equity and inclusion study motion.

Mr. Brown responded the County attempted to partner with the City's process, but the City had already started their process, but they could share their information. He noted the County would have to conduct its own study.

Ms. McBride noted the primary reason, and focus, was to look internally first.

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

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

13. **OPEN/CLOSE PUBLIC HEARINGS**

- a. **Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and [Project Mo] to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters** – No comments were received.

14. **APPROVAL OF CONSENT ITEMS**

- a. **21-019MA Robert F. Fuller RU to LI (1.16 Acres) 1050 Gates Road TMS # R02509-04-01 [SECOND READING]**

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b. **21-020MA Thomas Fowler GC to RM-HD (0.8 Acres) 4725 Alpine Road TMS # R19712-10-33 [SECOND READING]**

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

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

The vote in favor was unanimous.

THIRD READING ITEMS

15.

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

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

The vote in favor was unanimous.

SECOND READING ITEMS

16.

a. **21-021MA Matthew Condon PDD to PDD (19.17 Acres) Farrow Road TMS # R17404-01-01, R17408-01-01, 02 & 03 [SECOND READING]** – Ms. McBride noted she had some constituents that did not fully understand the changes and inquired if someone could provide some additional input.

Mr. Steelman noted LandTec, a residential developer, is co-developing the project with the applicant. The PDD amendment is to reduce the rural density from 2,100 to 1,750, and relocate some of the commercial uses.

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

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

The vote in favor was unanimous.

b. **21-010MA Kevin Steelman PDD to PDD 8930 Rabbit Run TMS # R21800-01-06** – Ms. Terracio moved, seconded by Ms. Mackey, to approve this item.

Ms. Newton stated this request is to down zone a property in her district, which would decrease the total number of housing units by approximately 200 units. She is working with the developer to update the language in the PDD, with input from the community. She noted she would vote “no” to keep this item off the consent agenda for Third Reading.

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

Opposed: Newton

The vote was in favor.

- c. **Approving the lease and sale of certain real property located in and owned by Richland County; authorizing the execution and delivery of a lease agreement with Magnus Development Partners, LLC and other matters related** – Ms. McBride moved, seconded by Ms. Barron, to approve this item.

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

Abstained: J. Walker

The vote in favor was unanimous.

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

- a. **Adoption of the Jim Hamilton - LB Owens Airport Runway Extension Justification Study** - Mr. Malinowski noted this item went to the D&S Committee on July 17, 2021, and the committee recommended approval.

Mr. Malinowski moved, seconded by Ms. Terracio, to approve this item.

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

The vote in favor was unanimous.

Ms. Terracio moved, seconded by Mr. Malinowski, to reconsider this item.

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

The motion for reconsideration failed.

18. **OTHER ITEMS**

- a. **FY22 - District 3 Hospitality Tax Allocations** – Ms. McBride noted the amount and the name of the event are incorrect in the agenda. The amount should be \$30,000 and the event’s title is “Meeting Place Fall Movie and Health Festival”.

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

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

Opposed: J. Walker.

The vote was in favor.

b. FY22 - District 5 Hospitality Tax Allocations

c. FY21 - District 7 Hospitality Tax Allocations

d. FY22 - District 7 Hospitality Tax Allocations

Ms. Barron moved, seconded to Ms. Terracio to approve items (b)(c)and(d)

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

Opposed: Malinowski and J. Walker.

The vote was in favor.

Ms. McBride moved, seconded by Ms. Terracio, to reconsider Items 17(a) – (d).

In Favor: Malinowski, and J. Walker

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

The motion for reconsideration failed.

POINT OF PERSONAL PRIVILEGE – Ms. English thanked the staff that helped her with her book bag and book giveaway, voter registration and vaccination drive.

Mr. Pugh also thanked his colleagues that attended his stuff the bus event. For the record, the County beat the City in the stuff a bus contest. They were able to provide supplies to over 10 schools.

19. **EXECUTIVE SESSION** – Mr. O. Walker moved, seconded by Ms. Barron to go into Executive Session.

Mr. Malinowski inquired why the road closures are under Executive Session.

Ms. McLean responded normally the closures would go through committee, but Council was in recess when the items came in. Due to the time sensitivity, she brought them forth in this way.

Mr. Malinowski inquired if the closures could be taken up in open session.

Ms. McLean responded in the affirmative.

Ms. Terracio made a substitute motion, seconded by Mr. Malinowski, to address the road closures in open session.

Ms. McLean noted, she could give an update on Alan Wilson v. City of Columbia in open session, unless Council has detailed questions.

Ms. Mackey inquired why the items are under Executive Session.

Ms. McLean responded, the items are listed under Executive Session, to allow Council the option to discuss legal strategies.

Mr. Malinowski offered a substitute motion, seconded by Ms. Terracio, to remain in public session and discuss items (b), (c) and (d), as listed on the agenda, unless we get to a point where the attorney feels they need to enter Executive Session.

In Favor: Malinowski, McBride, Livingston, Terracio, J. Walker, and Newton

Opposed: Pugh, Barron, O. Walker, Mackey, and English.

The vote was in favor.

- b. **Legal update: Alan Wilson v. City of Columbia [Pursuant to SC Code of Laws §30-4-70(a)(2)]** – Ms. McLean stated the County filed an amicus brief, as well as the City of Charleston. The SC Education Association filed one on behalf of the City of Columbia. She noted today the Supreme Court heard oral arguments on this case, as well as School District II’s injunction case, related to the State Budget proviso. She indicated we might not know for a while the outcome.
- c. **Crown Point Development, LLC and Miriville, LLC v. Richland County (road closure case) [Pursuant to SC Code of Laws §30-4-70(a)(2)] [ACTION]** – Ms. McLean noted this road is in Ms. Barron’s district off of Two Notch and Alpine Circle. She stated the property owners, at the end of the cul-de-sac requested a portion of the cul-de-sac be closed. She noted the property owners asked the court to deed the road to them, and they would maintain their half of the road, which is what usually happens. Per State Law, the applicant properly placed notice. The case has been forwarded to Planning, Public Works, and Emergency Services to get their feedback. She noted all three departments would not be adversely affected by this road closure. She stated she has to respond to the lawsuit, which requires action from Council.

Mr. Malinowski inquired who currently controls the road.

Ms. McLean responded the road is County maintained.

Mr. Malinowski inquired about the total acreage.

Ms. McLean responded it is .42 acres.

Ms. Newton inquired about the deadline.

Ms. McLean responded she has 30 days to respond.

Ms. McBride inquired about the pros and cons to the County.

Ms. McLean responded the County would not be responsible for maintaining 255 ft. of road. There are no known cons, at this time.

Ms. Mackey inquired if the road would remain a private road even if the land were sold.

Ms. McLean responded it would stay a private road.

Ms. Barron moved, seconded by Ms. Terracio, to give the attorney consent to move forward with the road closure.

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

The vote in favor was unanimous.

- d. **Greater Columbia Community Development Corp. f/k/a Greater Christian Ministries, Inc. v. SCDOT, RCDPW, and City of Columbia (road closure case) [Pursuant to SC Code of Laws §30-4-70(a)(2)] [ACTION]** – Ms. McLean noted this road is in Mr. Livingston’s district off of Club Road. She stated this is not actually a road. It is a private piece of property that has a platted road that was never created.

Mr. Livingston noted these types of roads usually lead to illegal dumping.

Mr. Malinowski moved, seconded by Ms. English, to approve the road closure.

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

The vote in favor was unanimous.

MOTION PERIOD

20.

- a. **Resolution Recognizing October 4, 2021 as World Habitat Day in Richland County** – Ms. Terracio stated she wants to honor the work Habitat for Humanity does in the community.

Ms. Terracio moved, seconded by Ms. Newton, to unanimously adopt the resolution.

Mr. Malinowski requested a copy of the resolution by the next Council meeting.

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

The vote in favor was unanimous

Mr. Malinowski moved, seconded by Ms. Terracio, for reconsideration.

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

The motion for reconsideration failed.

21. **ADJOURNMENT** – The meeting adjourned at approximately 7:40 PM.



Richland County Council
Special Called Meeting
September 1, 2021 – 1:00PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

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

OTHERS PRESENT: Tamar Black

1. **CALL TO ORDER** – Ms. Newton called the meeting to order at approximately 1:00PM.
2. **ADOPTION OF AGENDA** – Ms. Newton stated the discussion and rating of the candidates should also be in Executive Session because it is a personnel/contractual matter. She also noted for transparency they should discuss next steps in open session.

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

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

Not Present: McBride, Terracio, and J. Walker

The vote in favor was unanimous.

3. **COUNTY ATTORNEY INTERVIEW [EXECUTIVE SESSION]** - Mr. Livingston moved, seconded by Ms. Barron, to go into Executive Session.

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

Not Present: McBride, Terracio, and J. Walker

The vote in favor was unanimous.

***The Council went into Executive Session at approximately 1:10 PM
and came out at approximately 7:12 PM.***

4. **DISCUSSION/RATING OF CANDIDATES** – Ms. Newton stated Council should rank the candidates from highest to lowest in order to narrow the candidates down, and allow Ms. Frank to tabulate the votes.

Mr. Malinowski stated he did not like the idea because it appears Council is taking a secret vote. He noted, if they want to go back into Executive Session to discuss the ranking of candidates, they should, but he did not want the public to think they were taking a secret vote.

Ms. Newton inquired about how many candidates they wanted. She noted the recommendation was to rank

**Special Called Meeting
September 1, 2021**

-1-

the candidates from 1 -5 in the order they were received in the book.

Ms. Mackey inquired about how many votes each Councilmember could cast.

Mr. Malinowski responded three votes.

Mr. Livingston stated the thought was to take all the candidates, and pick the 3 with the highest rankings to get an idea of the scores.

Mr. Malinowski stated he was not sure if that could be done legally with a secret ballot during open session.

Mr. Livingston noted it was not a secret ballot. It was just a ranking, since they were not making a decision on anything.

Mr. Malinowski inquired how the public would know they voted for certain people.

Ms. Frank responded she would keep a record.

Mr. Malinowski stated the public needs to know the Councilmembers' rankings.

Mr. Livingston stated this was a personnel matter, and that would not be fair to the candidates.

Ms. Barron noted when they did the Clerk search they went through each candidate and gave feedback and then ranked them.

Mr. Pugh stated when they did the Clerk search they discussed them in Executive Session and gave each candidate a number. When they exited Executive Session, the Interim Clerk called the vote and everyone gave the number of the candidate they preferred.

Ms. Barron stated she felt like they were rushing the process, and may need to go back into Executive Session to speak candidly.

Ms. Newton noted they have not had an opportunity, as a body, to discuss the candidates.

Mr. O. Walker inquired if the purpose of going back into Executive Session was to discuss the candidates, not to rank them until they exited Executive Session.

Ms. Newton responded in the affirmative.

Mr. O. Walker inquired if they needed to go back into Executive Session if everyone felt confident in their top 3 candidates.

Ms. Newton responded she might not be as confident as others.

Ms. Terracio stated, as the only person who missed an interview, going back into Executive Session might be beneficial for her.

Ms. Frank inquired if they could discuss the candidate by number and not use their name in open session.

Ms. Terracio noted she would not feel comfortable with that since it would become public record.

**Special Called Meeting
September 1, 2021**

-2-

Ms. Barron moved, seconded by Ms. Mackey, to go into Executive Session to further discuss the candidates.

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

Opposed: Malinowski

Abstained: McBride and Newton

Not Present: J. Walker

The vote in was in favor.

***The Council went into Executive Session at approximately 7:25 PM
and exited at approximately 8:07 PM.***

5. **NEXT STEPS** – Mr. Malinowski moved, seconded by Ms. Barron, by the close of business (5:00 PM) tomorrow to rank all 5 candidates from 1-5, with 1 being the highest, and provide the ranking to Ms. Frank. After the ranking, they will decide if they need to conduct a 2nd interview.

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

Not Present: J. Walker

The vote in favor was unanimous.

6. **ADJOURNMENT** – The meeting adjourned at approximately 8:18PM.



Report of the County Administrator

Special Called Meeting – September 14, 2021

CORONAVIRUS UPDATE:

1. COVID 19 Statistical Data for Current Reporting Period

*Incidence Rate for current reporting period is at 1,014 per 100,000 putting

Richland County's Level of Incidence in the HighTier (>200), for confirmed cases

*Percent Positive is 8.8% for current reporting period

51.9% of Richland County residents eligible to be vaccinated have completed their vaccination

183,309/353,173

48.8% of South Carolina residents eligible to be vaccinated have completed their vaccination

2,095,144/4,296,148

2. Emergency Rental Assistance Program Statistics

ERA (1) – Richland County has obligated 99.99% of ERA (1) funding, providing 2004 Richland County residents with rental and/or utility assistance.

ERA (2) – Richland County was awarded an additional \$9.9 million dollars in ERA funding. We received an initial allocation of \$3.9 million, roughly 40% of the awarded amount. As of this report, we have already approved \$1,862,856.52 of our initial ERA (2) allocation, assisting 354 applicants.

I am pleased to report that since my last update, I received an email on September 8, 2021 from the U.S. Treasury. Our request to receive the remaining 60% of our ERA (2) allocation is approved; Treasury has released a payment of \$5,969,315.76 that we should expect to receive soon.

Richland County has been recognized by the U.S. Treasury for its Emergency Rental Assistance program performance.

PROJECT UPDATES:

1. Redistricting Process

Richland County previously handled this process in-house using staff within the Community Planning & Development department. We intend to use in-house staff for the current redistricting process with support from a consultant with subject matter expertise in the redistricting and mapping processes. The in-house, direct contact will be Ms. Betty Etheredge. Ms. Etheredge worked with former County employee Brenda Carter who assisted the County through its previous redistricting process. Ms. Etheredge will also be supported by the GIS Division of the Information Technology Department. A RFP for consultant services has been drafted.

2. Diversity, Equity, and Inclusion (DE&I)

Included in this report are employment demographics of Richland County government. This information is provided as an initial internal look at DE&I within Richland County government.

3. Strategic Planning Process and Community Survey

The County has engaged Baker Tilly US, LLP ("Baker Tilly") as part of Solicitation RC-445-P-2021 to provide organizational strategic planning consultative services to Richland County. The project is anticipated to begin on September 14th and last through the end of November. Baker Tilly's team is led by David Eisenlohr, Managing Director and Lead Strategist for this engagement. As part of this process, a member from David's team will contact Council Members regarding availability to meet during the last two weeks of September around this initiative.

Additionally, the County is proceeding with Probolsky Research, the vendor selected in early 2021, for a Community Survey in tandem with the Strategic Planning efforts. The objective would be to use input from the community in the development of final goals as part of the County's strategic plan. Initial discussions with the vendor indicate this is very doable. A kick off meeting with Adam Probolsky and his associates will be held with the staff working group soon to develop a definitive timeline and plan. Details on proposed activities and engagement opportunities for the community will be communicated to Council for feedback following the initial meeting.

4. Public Safety Complex

The RFQ for a Construction Manager at Risk for the project should be released by September 15, 2021, and staff hopes to be in contract negotiations with the Construction Manager at Risk in November 2021.

Staff anticipates presenting a bond ordinance for consideration to the Administration & Finance Committee on September 28, 2021. Upon committee approval, Council will be asked to consider approval of this ordinance to move forward with the process of issuing the debt to fund this project. Staff plans to issue this debt in in early 2022.

5. Department of Social Services Relocation

Staff is scheduled to meet with representatives of DSS on September 13, 2021 to discuss the initial estimates and 10-year space requirements.

ATTACHMENTS:

1. COVID-19 Statistical Data
2. Diversity Equity & Inclusion – Richland County Government Employment Demographic Data

Tests	Cases	Hospitalizations	Deaths
948,182	60,471	1,589	648

Two Week Cumulative Incidence Rate

The Two-Week Cumulative Incidence Rate includes new (confirmed & probable) cases reported in the past two weeks (8/24/2021 - 9/6/2021) per 100,000 people. The rate describes recent incidence of COVID-19 infection to capture the potential burden of currently ill people who may be infectious and/or accessing healthcare.

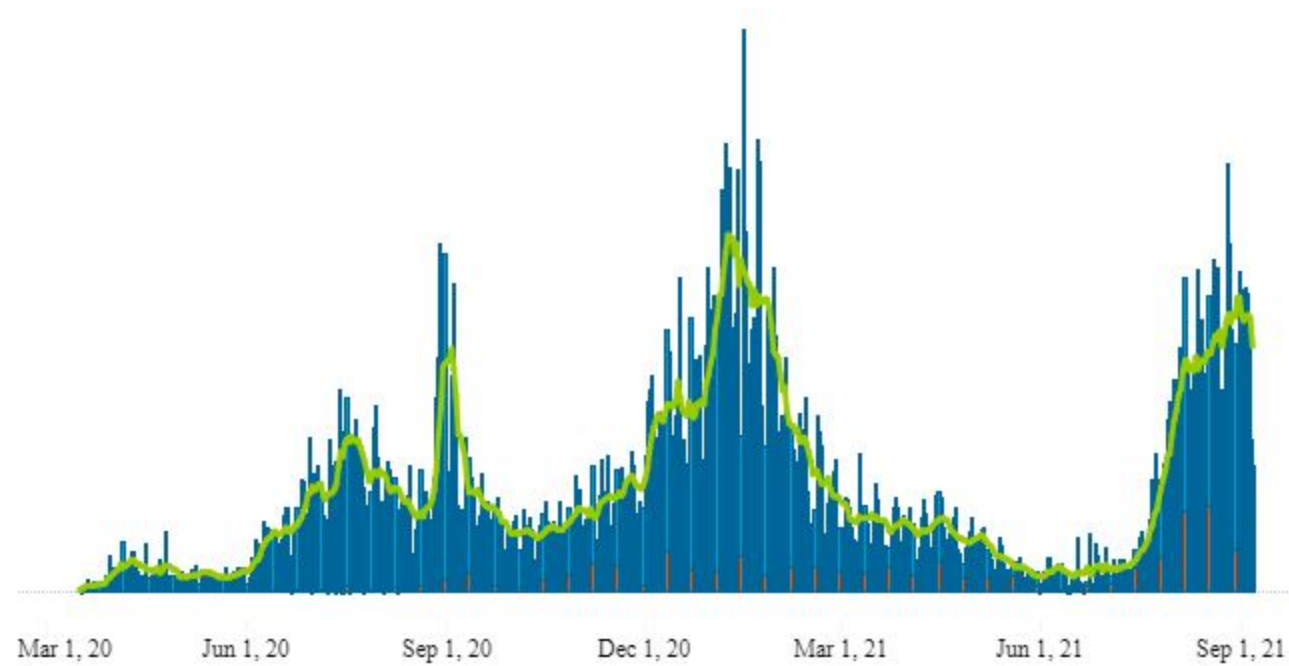
Select a **county** to display county-specific information
Click the county again to return to the full state map



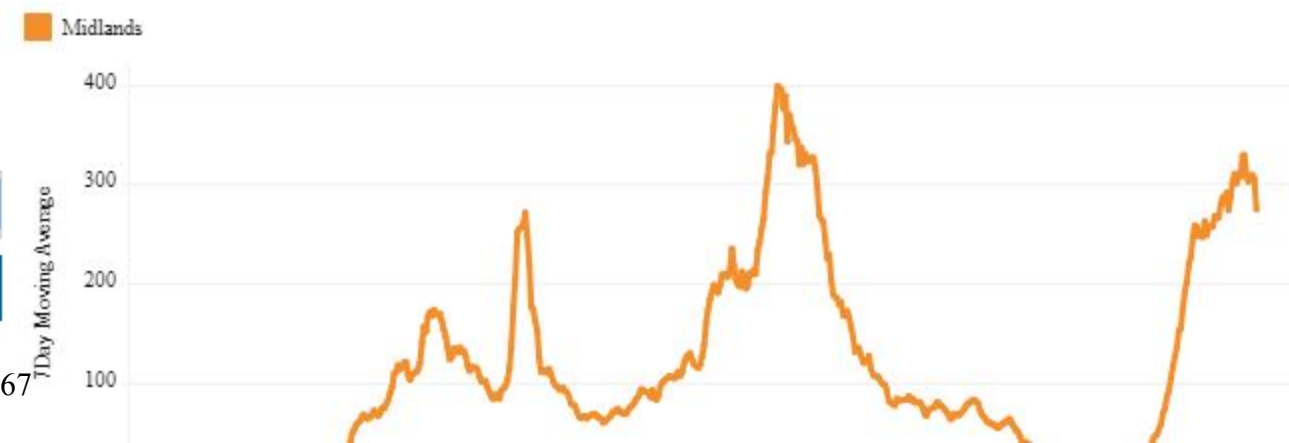
COVID-19 Cases per Day

County Displayed: Richland

- Count of Confirmed Cases
- Count of Probable Cases
- Moving Average 7 day



7-Day Moving Average of reported COVID-19 Cases, by Public Health Region



Low; 0-50

Moderate; 51-200

High; >200

Recovery Estimate South Carolina

91.5%

COVID-19 in South Carolina

As of 11:59 PM on 9/6/2021

Number of Tests

56,458

Select Date Range
to Filter Page Values

8/24/2021

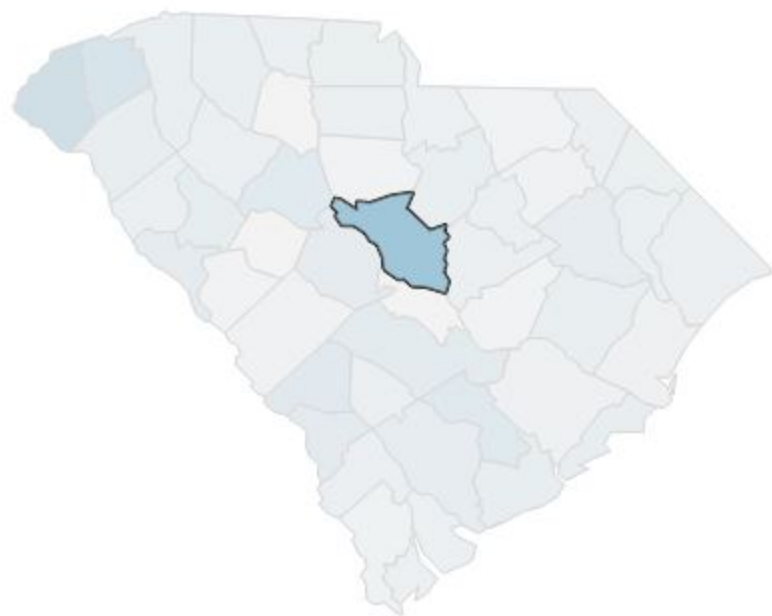
9/6/2021



Percent Positive

8.8%

Rate of COVID-19 Tests Performed per 10,000 population, by County



Type of COVID-19 Tests Being Performed

	Negative	Positive	Grand Total
Antibody (Serology)	417	156	573
Antigen	8,123	1,240	9,363
Unknown	5		5
Viral (Molecular)	42,425	4,092	46,517
Grand Total	50,970	5,488	56,458

2.2% of all COVID-19 diagnostic testing has occurred at the Public Health Laboratory

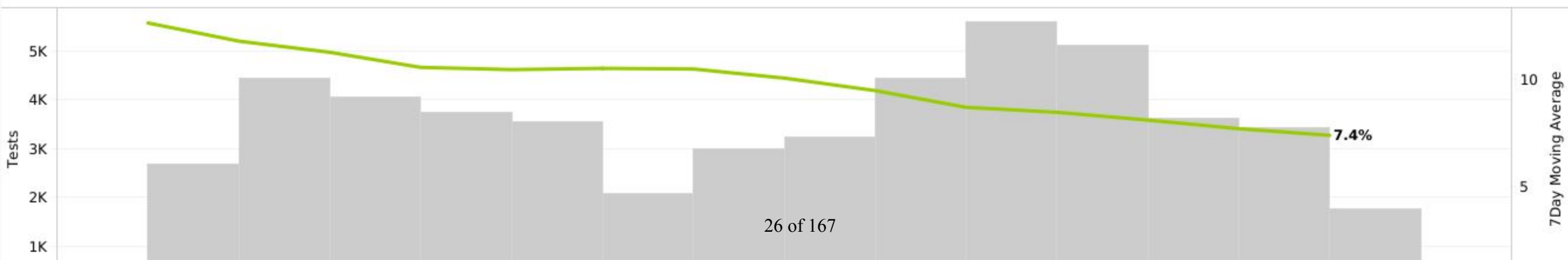
Note: This table represents volume of tests received and not distinct individuals tested. Individuals may have multiple tests.

*Unknown Test Types refer to tests with an unrecognized test type. As we continue to investigate unknown test types they will be reassigned as more information becomes available.

Moving 7 Day Average Percent Positive of COVID-19 Tests

Note: Tooltips Display Percent Positive for the current day and moving 7 day average. Percent Positive is calculated using the Test/Test method.

- Count Viral (Molecular) Test over Test
- Positive PCR for Test over Test
- MOVING AVG TEST over TEST

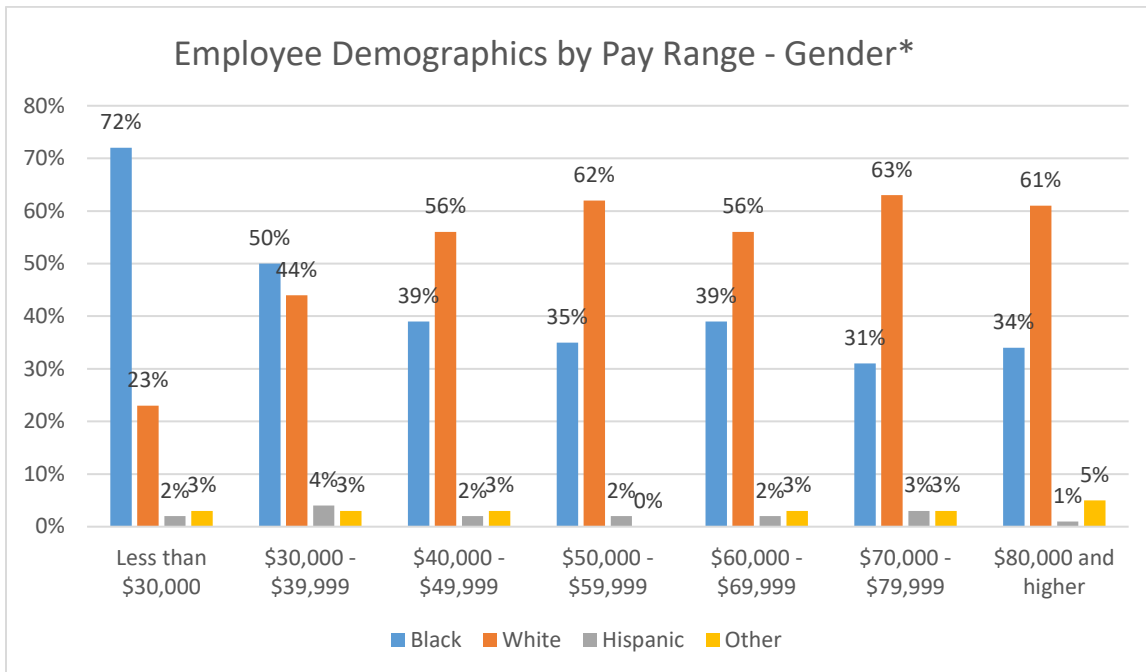
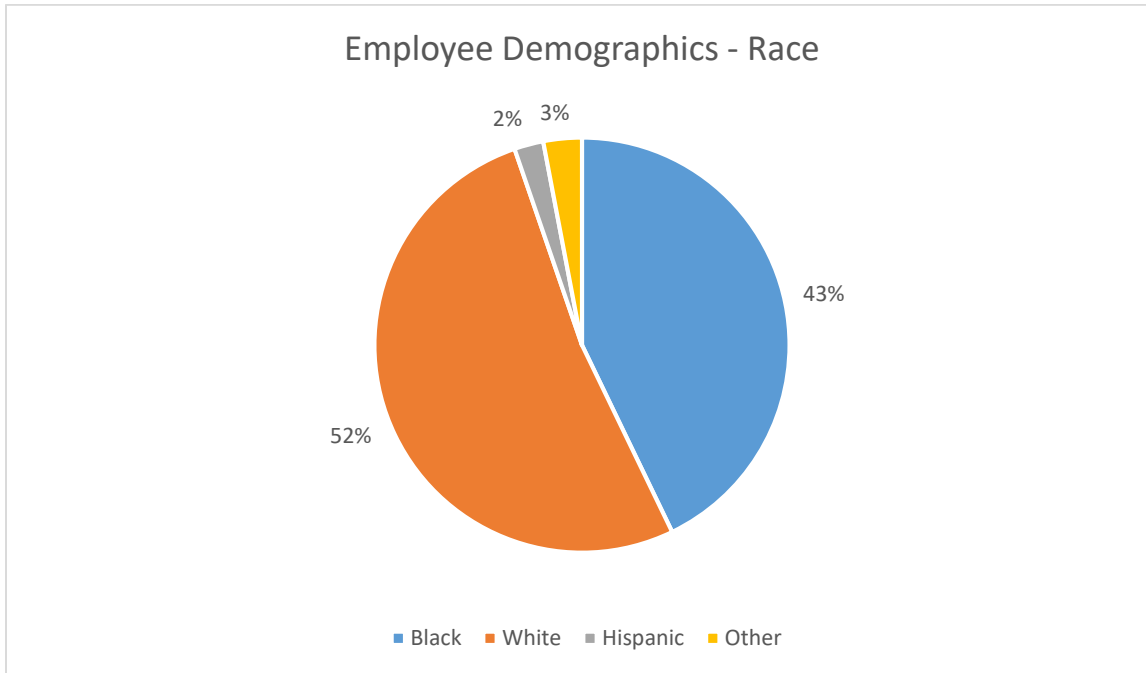


Staff Profile – Race

The total racial demographic percentage of the employee population is closely comparative to the total racial demographic of Richland County residents. The US Census Bureau reported in 2019 the following demographics in Richland County: 48.7% Black (not Hispanic origin), 41.5% White (not Hispanic origin), 5.3% Hispanic, and 5.9% Other. Richland County Government's employee total racial demographics are similar to those reported by the US Census Bureau.

Division	Black	White	Hispanic	Other
ADMINISTRATION	37.5%	50.0%		12.5%
ANIMAL SERVICES	50.0%	35.7%	7.1%	7.1%
AUDITOR	73.3%	23.3%		3.3%
BUDGET	75.0%	25.0%		
CASA	61.9%	33.3%		4.8%
CLERK OF COUNCIL		100.0%		
CLERK OF COURT	62.0%	38.0%		
COMMUNITY PLANNING & DEVELOPMENT	39.4%	58.5%		2.2%
CORONER	51.4%	45.9%		2.7%
DETENTION CENTER	85.3%	13.5%	1.3%	
ECONOMIC DEVELOPMENT	16.7%	83.3%		
EMERGENCY MEDICAL SERVICES	15.1%	81.2%	0.9%	2.7%
FINANCE	45.8%	45.8%	4.2%	4.2%
GOVERNMENT & COMMUNITY SERVICES	70.0%	30.0%		
HUMAN RESOURCES	44.4%	55.6%		
INFORMATION TECHNOLOGY	31.0%	61.9%		7.1%
LEGAL		100.0%		
LEGISLATIVE DELEGATION	100.0%			
MAGISTRATES	71.6%	22.7%	3.4%	2.3%
MASTER IN EQUITY	100.0%			
OMBUDSMAN	71.4%	14.3%		14.3%
OPERATIONAL SERVICES	72.1%	24.6%		3.2%
PROBATE COURT	37.5%	54.2%		8.3%
PUBLIC DEFENDER	31.7%	68.3%		
PUBLIC INFORMATION	42.9%	42.9%	14.3%	
PUBLIC WORKS	73.2%	25.0%	0.9%	0.9%
RISK MANAGEMENT	22.2%	77.8%		
SHERIFF	29.7%	62.7%	4.1%	3.4%
SOLICITOR	30.0%	64.3%	2.9%	2.8%
TRANSPORTATION PENNY	57.1%	28.6%		14.2%
TREASURER	62.1%	37.9%		
UTILITIES	16.0%	68.0%	4.0%	12.0%
VOTER REGISTRATION	66.7%	14.3%		19.0%
TOTAL	42.84%	51.89%	2.27%	3.00%

Staff Profile – Race



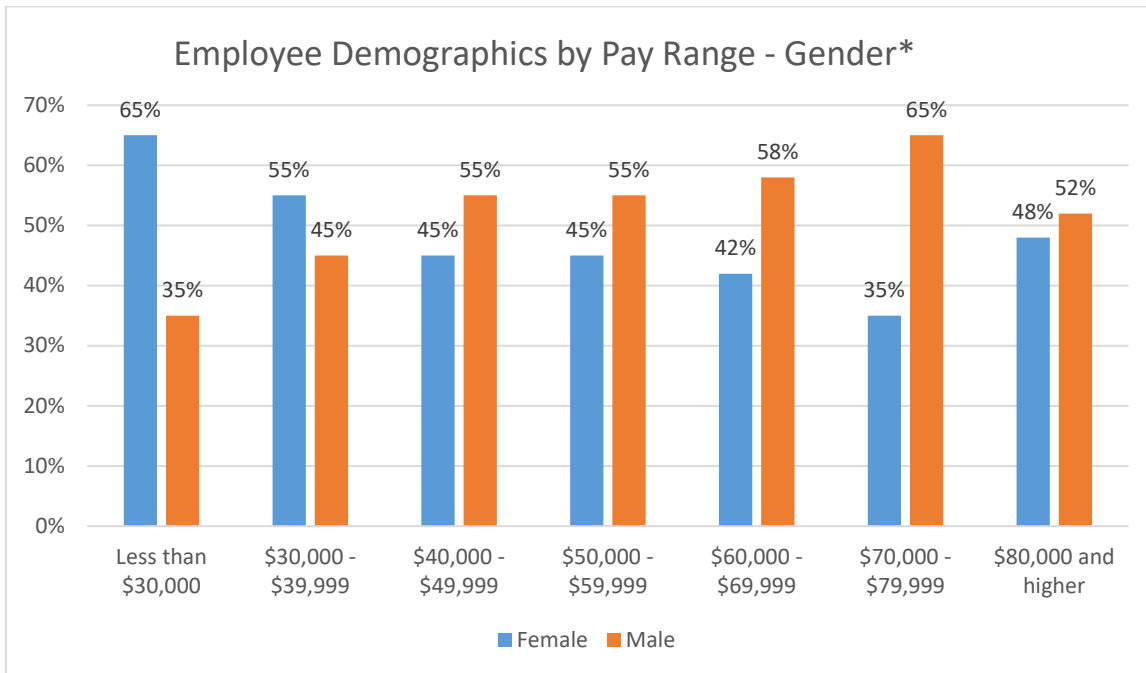
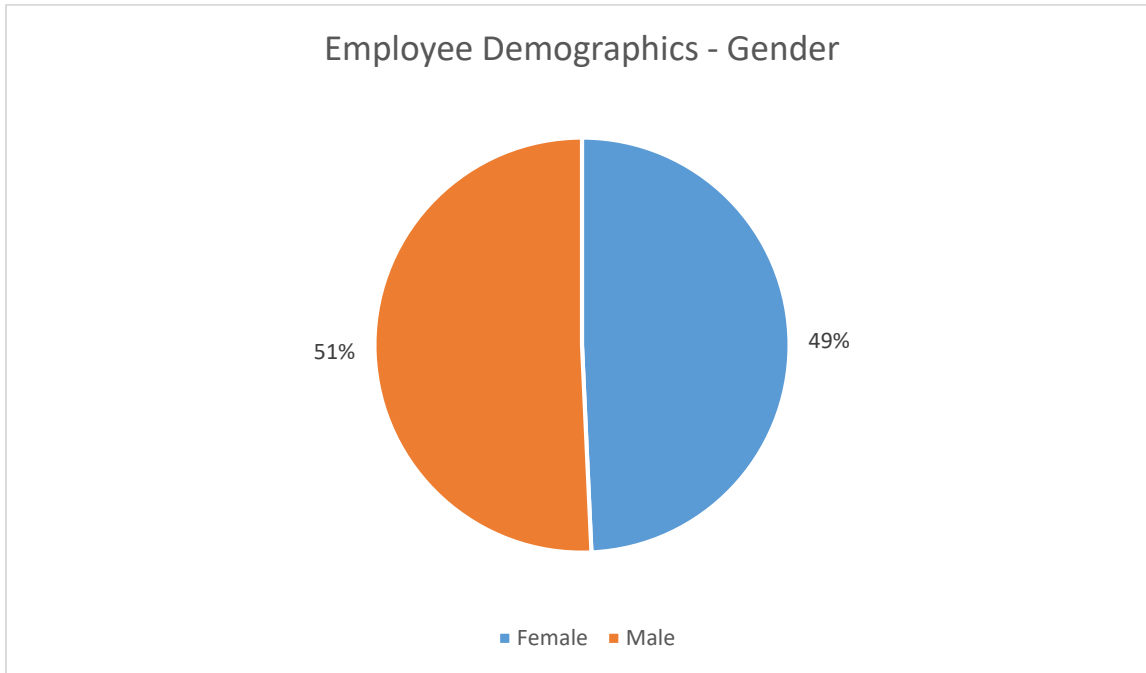
**FT Employees Only*

Staff Profile – Gender

The total gender of the employee population is comparative to the total gender of Richland County residents. The US Census Bureau reported in 2019 the following total gender demographics in Richland County: 52% Female and 48% Male. Richland County Government’s employee gender demographics are similar to those reported by the US Census Bureau.

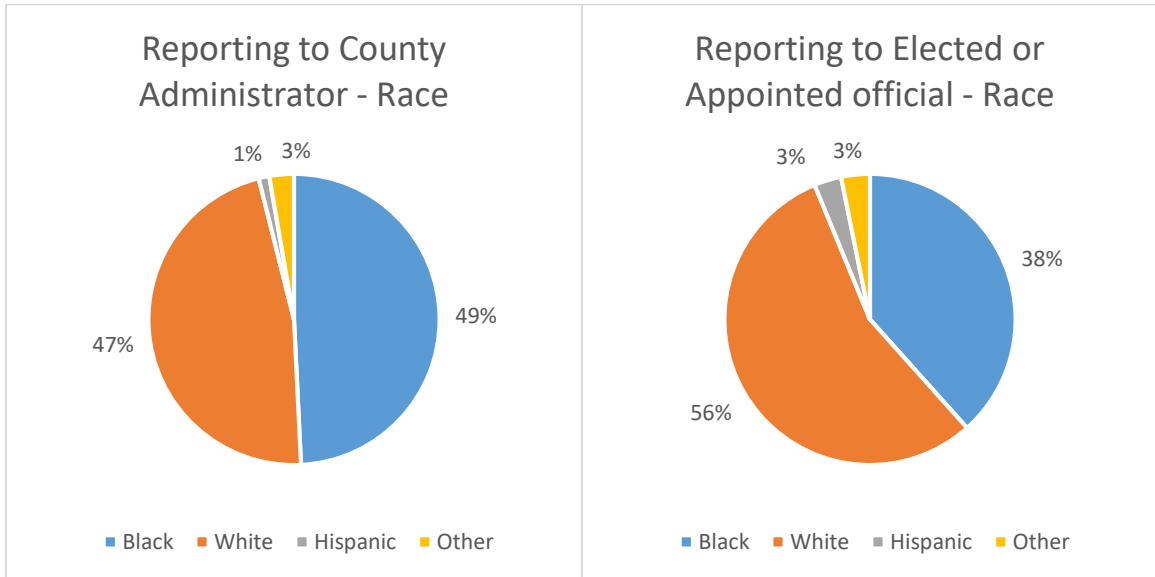
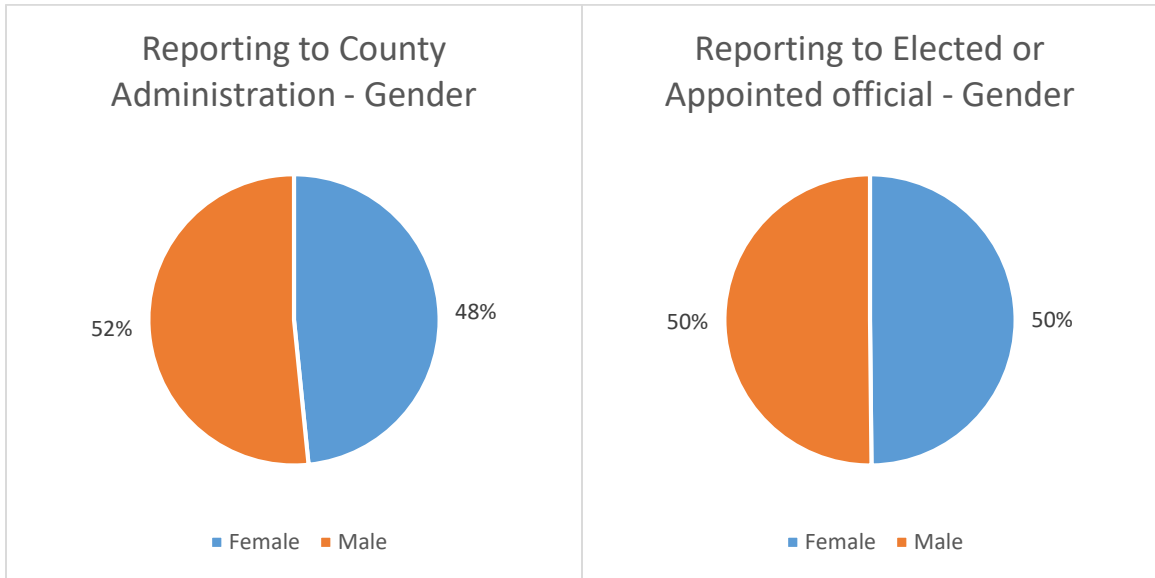
Division	Female	Male
ADMINISTRATION	50.00%	50.00%
ANIMAL SERVICES	64.29%	35.71%
AUDITOR	90.00%	10.00%
BUDGET	62.50%	37.50%
CASA	71.43%	28.57%
CLERK OF COUNCIL	100.00%	00.00%
CLERK OF COURT	87.32%	12.68%
COMMUNITY PLANNING & DEVELOPMENT	52.13%	47.87%
CORONER	59.46%	40.54%
DETENTION CENTER	59.62%	40.38%
ECONOMIC DEVELOPMENT	66.67%	33.33%
EMERGENCY MEDICAL SERVICES	47.71%	52.29%
FINANCE	87.50%	12.50%
GOVERNMENT & COMMUNITY SERVICES	80.00%	20.00%
HUMAN RESOURCES	77.78%	22.22%
INFORMATION TECHNOLOGY	28.57%	71.43%
LEGAL	66.67%	33.33%
LEGISLATIVE DELEGATION	40.00%	60.00%
MAGISTRATES	93.18%	6.82%
MASTER IN EQUITY	80.00%	20.00%
OMBUDSMAN	85.71%	14.29%
OPERATIONAL SERVICES	36.07%	63.93%
PROBATE COURT	83.33%	16.67%
PUBLIC DEFENDER	73.33%	26.67%
PUBLIC INFORMATION	42.86%	57.14%
PUBLIC WORKS	30.36%	69.64%
RISK MANAGEMENT	44.44%	55.56%
SHERIFF	32.65%	67.35%
SOLICITOR	68.57%	31.43%
TRANSPORTATION PENNY	42.86%	57.14%
TREASURER	86.21%	13.79%
UTILITIES	12.00%	88.00%
VOTER REGISTRATION	71.43%	28.57%
TOTAL	49.27%	50.73%

Staff Profile – Gender

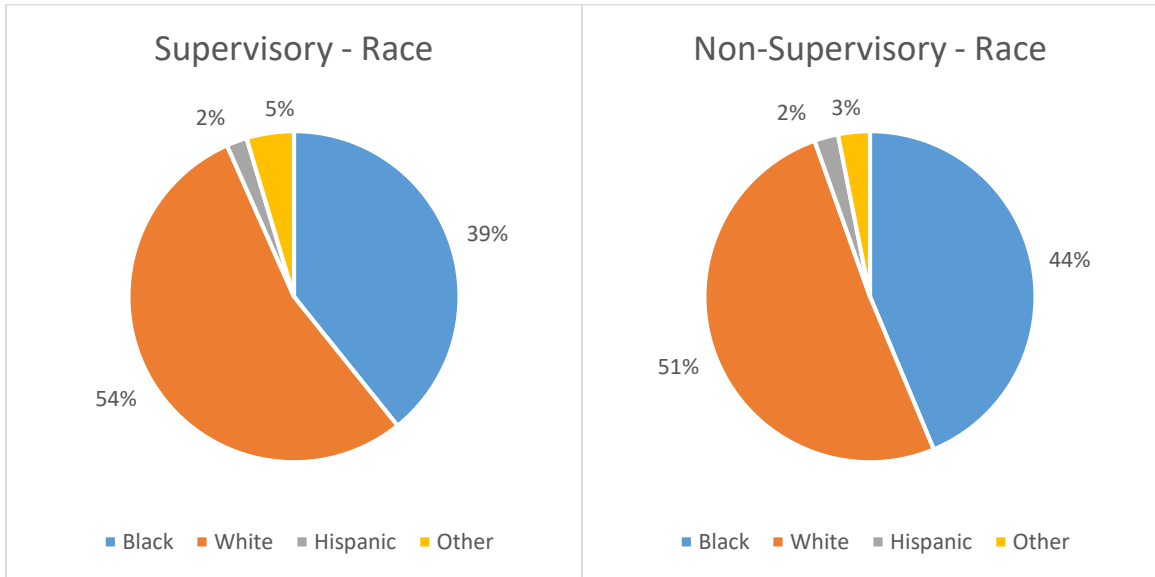
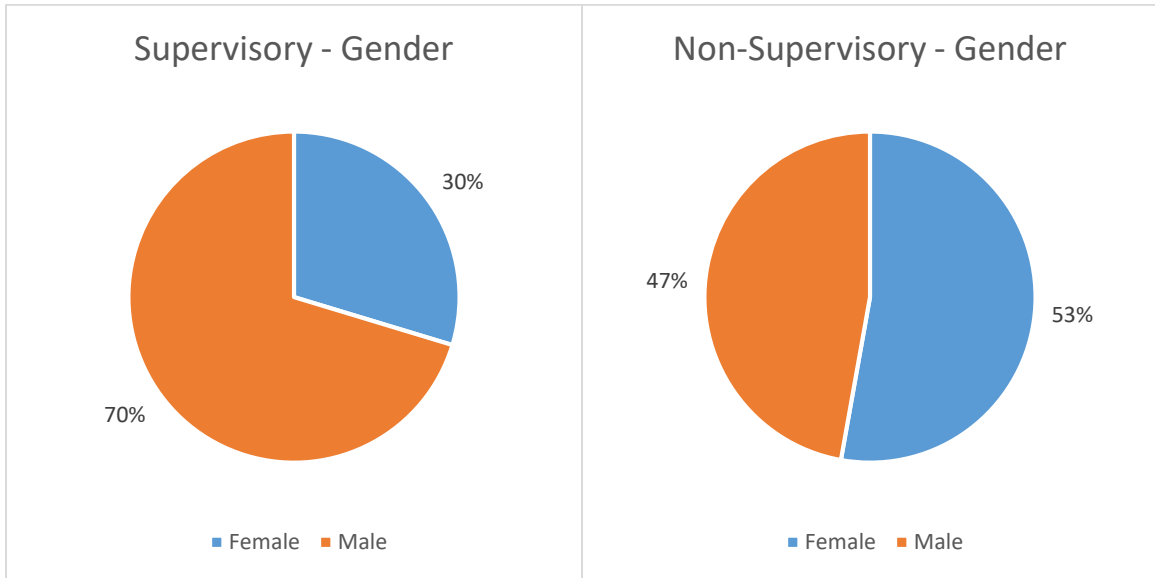


**FT Employees Only*

Staff Profile – Gender broken down by reporting chain of command:



Staff Profile – Gender by Supervisory versus Non-Supervisory positions:



Richland County Council Request for Action

Subject:

21-019MA
Robert F. Fuller
RU to LI (1.16 Acres)
1050 Gates Road
TMS # R02509-04-01

Notes:

First Reading: July 27, 2021
Second Reading: August 31, 2021
Third Reading:
Public Hearing: July 27, 2021

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

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 # R02509-04-01 FROM RURAL DISTRICT (RU) TO LIGHT INDUSTRIAL DISTRICT (LI); 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 # R02509-04-01 from Rural District (RU) to Light Industrial District (LI).

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 _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: July 27, 2021
First Reading: July 27, 2021
Second Reading: August 31, 2021
Third Reading: September 14, 2021

Richland County Council Request for Action

Subject:

21-020MA
Thomas Fowler
GC to RM-HD (0.8 Acres)
4725 Alpine Road
TMS # R19712-10-33

Notes:

First Reading: July 27, 2021
Second Reading: August 31, 2021
Third Reading:
Public Hearing: July 27, 2021

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

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 # R19712-10-33 FROM GENERAL COMMERCIAL DISTRICT (GC) TO RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (RM-HD); 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 # R19712-10-33 From General Commercial District (GC) to Residential Multi-Family High Density District (RM-HD).

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 _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: July 27, 2021
First Reading: July 27, 2021
Second Reading: August 31, 2021
Third Reading: September 14, 2021

Richland County Council Request for Action

Subject:

21-021MA
Matthew Condon
PDD to PDD (19.17 Acres)
Farrow Road
TMS # R17404-01-01, R17408-01-01, 02 & 03

Notes:

First Reading: July 27, 2021
Second Reading: August 31, 2021
Third Reading:
Public Hearing: July 27, 2021

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

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 # R17404-01-01 AND 17408-01-01, 02, AND 03 FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO PLANNED DEVELOPMENT DISTRICT (PDD); 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 # R17404-01-01 and 17408-01-01, 02, AND 03 from Planned Development District (PDD) to Planned Development District (PDD).

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 _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: July 27, 2021
First Reading: July 27, 2021
Second Reading: August 31, 2021
Third Reading: September 14, 2021

Richland County Council Request for Action

Subject:

21-010MA
Kevin Steelman
PDD to PDD
8930 Rabbit Run
TMS # R21800-01-06

Notes:

First Reading: July 27, 2021
Second Reading: August 31, 2021
Third Reading:
Public Hearing: July 27, 2021

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

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 # R21800-01-06 FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO PLANNED DEVELOPMENT DISTRICT (PDD); 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 # R21800-01-06 from Planned Development District (PDD) to Planned Development District (PDD).

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 _____, 2021.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle M. Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: July 27, 2021
First Reading: July 27, 2021
Second Reading: August 31, 2021
Third Reading: September 14, 2021

SOUTH CAROLINA

)

)

RICHLAND COUNTY

)

A RESOLUTION

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BETWEEN RICHLAND COUNTY AND TRI-COUNTY ELECTRIC COOPERATIVE, INC.; 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, Tri-County Electric Cooperative, Inc., a South Carolina corporation (“Sponsor”), desires to invest capital in the County in order to establish and expand broadband and electric distribution infrastructure in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$8,500,000 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 an agreement (“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: September 14, 2021

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council

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 Tri-County Electric Cooperative, Inc., to provide for payment of a fee-in-lieu of taxes; and other related matters

Notes:

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND TRI-COUNTY ELECTRIC COOPERATIVE, INC., TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AND OTHER RELATED MATTERS.

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

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

WHEREAS, Tri-County Electric Cooperative, Inc. (“Sponsor”), desires to establish and expand broadband and electric distribution infrastructure in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$8,500,000; 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 a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (1) 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 (2) locating the Project in the Park.

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, 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 and supporting 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 an approving companion ordinance by the Fairfield County Council.

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 or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: September 14, 2021
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

TRI-COUNTY ELECTRIC COOPERATIVE, INC.

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
Sponsor Name	Tri-County Electric Cooperative, Inc.	
Project Location	Multiple – See Exhibit A	
Tax Map No.	Multiple – See Exhibit A	
FILOT		
• Phase Exemption Period	30 years	
• Contract Minimum Investment Requirement	\$8,500,000	
• Investment Period	5 years (10 years if extended in accordance with Fee Agreement)	
• Assessment Ratio	Fixed 6%	
• Millage Rate	Multiple – See Exhibit B	
• Fixed or Five-Year Adjustable Millage	Fixed	
• Claw Back Information	Applicable only if Act Minimum Investment Requirement not met by end of Investment Period	
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [DATE], between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Tri-County Electric Cooperative, Inc., a corporation 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) The Sponsor has committed to establish new and expand its existing commercial enterprise (“*Facility*” or “*Facilities*”) in the County, consisting of taxable investment in real and personal property of not less than \$8,500,000;

(c) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to locate new and expand its existing Facilities 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 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.

“**Compliance Period**” means the period commencing with the first day that Economic Development Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth anniversary of the end of the Property Tax Year in which the initial Economic Development Property comprising all or a portion of the Project is placed in service, all as specified in Section 12-44-30(13) of the Act. It is presently anticipated, but not required, that the initial Economic Development Property comprising all or a portion of the Project will be placed in service in the Property Tax Year ending on December 31, 2021, and, in such event, the Compliance Period will end on December 31, 2026.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$8,500,000.

“**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.

“**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-300T 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.

“**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, 2061, the Final Termination Date is expected to be January 15, 2062, 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.

“**Investment Period**” initially means the period equal to the Compliance Period; provided, however, that if the Contract Minimum Investment Requirement is satisfied by the end of the Compliance Period, the Investment Period shall be automatically extended, without further action or proceedings of the County or the Council, by five (5) years beyond the Compliance Period to end on the tenth (10th) anniversary of the end of the Property Tax Year in which the initial Economic Development Property comprising all or a portion of the Project is placed in service, all in accordance with Section 12-44-30(13) of the Act. In the event that the initial Economic Development Property comprising all or a portion of the Project is, as presently anticipated, placed in service in the Property Tax Year ending on December 31, 2021, upon any such extension, the Investment Period will end on December 31, 2031.

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

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

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

“**Property Tax Year**” means the annual period which is equal to the fiscal year of the Company, *i.e.*, with respect to the Company, the annual period ending on December 31 of each year.

“**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 Tri-County Electric Cooperative, Inc. 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 C 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.

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 electric and broadband distribution facilities primarily to provide services to its members, 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.

(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, 2021. 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, 2022, 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 [DATE], which is attached hereto as Exhibit D, 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.

(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 the millage indicated on Exhibit B, 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, 2020.

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
RESERVED**

**ARTICLE VI
RESERVED**

**ARTICLE VII
DEFAULT**

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

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

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

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

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

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

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

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

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in

addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

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

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

Section 8.3. *Indemnification Covenants.*

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

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

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 an amount not to exceed \$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 C, 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:

Tri-County Electric Cooperative, Inc.
Attn: Chad T. Lowder, CEO
Post Office Box 217
Matthews, South Carolina 29135

WITH A COPY TO (does not constitute notice):

Nexsen Pruet, LLC
Attn: Burnet R. Maybank III
Andrew W. Saleeby
1230 Main Street, Suite 700 (29201)
Post Office Box 2426
Columbia, South Carolina 29202
Phone: (803) 253-8220

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 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, national or global pandemics, 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, survive such termination.

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

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

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

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

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

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

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

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

TRI-COUNTY ELECTRIC COOPERATIVE, INC.

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
APPLICABLE MILLAGE RATES

EXHIBIT C (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 D (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

SOUTH CAROLINA

)

)

A RESOLUTION

RICHLAND COUNTY

)

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BETWEEN RICHLAND COUNTY AND PROJECT BRIDGE; 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 Bridge, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to expand its manufacturing facility in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$131,000,000 in taxable real and personal property; and

WHEREAS, as an inducement to the Sponsor locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“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 agrees to enter into 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: September 14, 2021

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council

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 Bridge to provide for payment of a fee-in-lieu of taxes; and other related matters

Notes:

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

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

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

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

WHEREAS, Project Bridge (“Sponsor”), desires to expand its manufacturing facility in the County (“Project”) by making a taxable investment in real and personal property of not less than \$131,000,000; 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 a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as sponsor, 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 (1) 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 (2) locating the Project in the Park

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, 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 an approving companion ordinance by the Fairfield County Council.

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 or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: September 14, 2021
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

[PROJECT BRIDGE]

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
Sponsor Name		
Project Location		
Tax Map No.		
FILOT		
• Phase Exemption Period	12/31/2021 – 12/31/2050	
• Contract Minimum Investment Requirement	\$131,000,000	
• Investment Period	12/31/2021 – 12/31/2025	
• Assessment Ratio	6%	
• Millage Rate	475.30	
• Fixed or Five-Year Adjustable Millage	Fixed	
• Claw Back Information		
Multicounty Park	I-77 Corridor Regional Industrial Park	
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

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

WITNESSETH:

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

(b) The Sponsor has committed to expand its manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$131,000,000;

(c) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to expand its Facility in the County.

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

ARTICLE I DEFINITIONS

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

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

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments 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, 2021.

“Contract Minimum Investment Requirement” means a taxable investment in real and personal property at the Project of not less than \$131,000,000.

“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.

“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, 2050, the Final Termination Date is expected to be January 15, 2052, 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, 2025.

“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 Agreement Governing the I-77 Corridor Regional Industrial Park dated as of September 1, 2018, between the County and Fairfield County, South Carolina.

“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 19th 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 Bridge] 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 September 14, 2021, by adopting an Inducement Resolution, as defined in the Act on September 14, 2021.

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

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

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

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

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

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

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

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

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

ARTICLE III THE PROJECT

Section 3.1. The Project. The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2021. 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, 2022 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 14, 2010, 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 475.30, 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, 2021.

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
RESERVED**

**ARTICLE VI
RESERVED**

**ARTICLE VII
DEFAULT**

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

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

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

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

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

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

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

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

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, [each party shall bear their own respective attorney fees and related expenses.]

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.

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 \$3,500. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

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

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

**ARTICLE X
MISCELLANEOUS**

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

IF TO THE SPONSOR:

WITH A COPY TO (does not constitute notice):

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, survive such termination.

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

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

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

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

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

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

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

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

PROJECT BRIDGE

[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 [PROJECT BRIDGE] (“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

[SEE ATTACHED]

**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



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant **MUST** reside in Richland County.

Name: Coulter R. Templeton
Home Address: 6721 Windwan Drive, Columbia, SC 29209
Telephone: (home) 803 261-3537 (cell) (work) 803 227-4341
Office Address: 1901 Main St., 17th Floor, Columbia, SC 29201
Email Address: coultertempleton@yahoo.com
Educational Background: BS in Applied Professional Sciences
Professional Background: Financial Advisor, Certified Divorce Financial Analyst & Paralegal
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Business Service Center Appeals Board

Reason for interest: Currently I work as a paralegal for Turner Padgett in their Estate Planning, Probate, Tax and Business department. In the past I have owned 2 businesses. One was a Corporation-Subchapter S as a financial advisor and the other was an LLC as a Certified Divorce Financial Analyst. I have knowledge as a business owner and as an advisor to business owners.
Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

In addition to my business knowledge, I also have been trained in ADR (Alternative Dispute Resolution) and have conducted mediations. I am also an experienced Toastmaster. Listening and communication are my top skills.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? I have several certifications in ADR and a Toastmaster.

Recommended by Council Member(s): Not recommended, but as a financial advisor I often shared clients with Dow Knight. He can give his recommendation if he is willing.

Hours willing to commit each month: Uncertain of the hours required, but am willing to give what is needed.

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X

If so, describe: _____

Coultter R. Semple Jr

Applicant's Signature

2/25/21

Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

Applicant Information

First Name*

TONEKA

Last Name*

GREEN

Home Address*

633 South Brick
Road

Apt

City*

Columbia

State*

SC

Zip*

29229

** Please enter a physical address. No PO Boxes. **

Work Address*

633 South Brick
Road

Suite

City*

Columbia

State*

SC

Zip*

29229

Number*

(803)293-
5036

Type*

Mobil
e

Secondary Phone Type

Email Address*

tonekagreen@aol.com

Sex*

Male Female

Age Group

18 - 25 26 - 50 Over 50

Background

Education Level*

Doctoral

Professional Background

Educator/Educational Consultant

Service Information

Presently serve on any County Committee, Board or Commission? *

Yes No

**Name of Committee, Board or
Commission in which interested: ***

Business Service Center Appeals
Board

Reason for interest: *

I am interested in joining the Business Service Center Appeals Board because I want to give back some of my time and expertise to the community. I am entrepreneur and have own a few businesses through my life and I know these experiences and my growth mindset will be beneficial to the Business Service Center Appeals Board and Richland County Government overall.

**Your characteristics/qualifications,
which would be an asset to
Committee, Board or Commission: ***

Growth Mindset
Servant Leader
Team Building Qualities
Effective Communicator
Mentor to Others
Creative Writer
Business Owner Experience
Educator/Ed. Consultant

Any additional information you wish to share:

Member of the University of South Carolina Aiken Alumni
Executive Board
2019 SC Education Policy Fellow
2020 SC Black Pages Top 20 Under 40
2021 SC Women in Business

**Recommended by a Council
Member? ***

Yes No

Council Member name(s):

Overtun Walker

Hours willing to commit each

month:

15 hours

Conflict of Interest Policy

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete. Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

*

Yes No

Statement of Financial or Personal Interest

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

*

Yes No

If so, describe:*

I own an educational consulting firm in Richland County.

Resume (1)

Resume

CCC - Resume - 8/23/2021 - Business Service Center Appeals Board -

Signature

I understand that checking this box and entering my name constitutes a legal signature *

First Name * **Last Name ***

Toneka

Green

Submit

Toneka M. Green, Ed.D.

633 South Brick Road

Columbia, SC. 29229

(803) 293-5036

tonekagreen@aol.com

Education/Certification

Principal Certification - Education Leadership, Lamar University, Beaumont, TX 2015

Ed.D. - Teaching and Learning, Argosy University, Phoenix, AR 2012

M.Ed. - Curriculum and Instruction, Lesley University, Cambridge, MA 2007

BA - Elementary Education, University of South Carolina, Aiken, SC 2005

Educational Leadership Tier II/Superintendent and Elementary Education (P-5)

Certifications – Georgia Professional Standards Commission

Elementary Principal and Elementary Education Certifications – South Carolina Department of Education

Administrative and Leadership Positions

Educational Consultant, 4Green Educational Consulting, Columbia, South Carolina, November 2016 – Present

- Plan and facilitate professional development to teachers and school/district leaders.
- Design and develop school/district specific curriculum and curriculum documents.
- Provide leadership coaching to school leaders.
- Provide accountability support.
- Conduct a variety of quality reviews.
- Conduct equity audits.
- Facilitate equity trainings.

Chief Academic Officer, East Point Academy, Columbia, South Carolina

Public Charter School District, July 2018 – September 2020

- Supervised the Special Education/Gifted and Talented, 504, Literacy and Early Learning, Math, Language Immersion and Culture, Instructional Technology, Federal Programs, Accountability, and Response to Intervention departments, budgets, and personnel.
- Participated on hiring and recruiting teams and assisted in hiring decisions.
- Created job descriptions for administration and instructional staff.
- Oversaw and evaluate the performance of building level administrators.
- Planned and carries out a school-wide and virtual program of curriculum review and development.
- Provided leadership in the evaluation of instructional methods and programs, and recommends such changes and improvements as are needed.
- Guided individual professional development experiences including the evaluation process.
- Supervised the instructional and professional development programs of the staff in the assigned buildings.
- Integrated instructional programs.

- Ensured diversity, equity, and inclusion in all curriculum, instruction, and accountability initiatives.
- Assisted the Head of School and building-level administrators in the planning and implementing effective programs of supervision and evaluation.
- Designed, recommended, and carried out educational initiatives; disseminates and interprets the results to administrators, teachers, and parents as appropriate.
- Supervised and coordinated the work of curriculum resource consultants.
- Provided guidance in the selection and use of textbooks and other instructional materials.
- Worked with the curriculum team and teachers in the preparation of curriculum materials.
- Acted as a liaison with other school districts, universities, and State Department personnel in order to keep abreast of new educational developments and ideas.
- Kept current with educational developments and the literature in the field of education and participated in the affairs of state and national professional societies devoted to the advancement of education.
- Collaborated with the Head of School and Assistant Principals in the development and implementation of school Comprehensive Improvement Plans.
- Assisted with all assessment and accountability programs, data analysis and interpretation.
- Performed other duties consistent with the position assigned as may be requested by the Head of School.

*Curriculum Coordinator, East Point Academy, Columbia, South Carolina
Public Charter School District, July 2017 – June 2018*

- Coordinated the review, development, and revision of all programs and related curriculum documents and materials, including curriculum guides, course outlines, and teaching plans.
- Developed and conducted or arranged for staff development sessions, including sessions on delivery of instruction, enriched learning in classroom settings, and new instructional practices in all core subject areas.
- Disseminated information regarding current research and significant developments on the state and national levels in curriculum.
- Observed classroom instruction and provide feedback and assistance to classroom teachers to facilitate improvement and innovation.
- Worked cooperatively with campus administrators, other coordinators, and instructional coaches in developing and supervising the instructional programs in all core subjects.
- Planned, improved, and oversaw curriculum and curriculum-based assessments in all core subject areas.
- Provided school-wide assessments. Compiled regular reports reflecting current student performance or other data, as needed.
- Assisted in providing resources and materials to support staff in accomplishing program goals.
- Obtained and used student achievement data to examine curriculum and instruction program effectiveness for curriculum.

- Obtained and have on file appropriate publications and supplementary materials relevant to curriculum.
- Assisted in the preparation of the budget and administration of the budget for supplies, equipment, and facilities in curriculum.
- Managed the collection of ongoing assessment data and other pertinent local assessments as well as provides data in user-friendly formats.
- Directed local school benchmark assessments.
- Supervised staff and departments as assigned.

Math Instructional Coach/Math Interventionist, East Point Academy, Columbia, South Carolina Public Charter School District, January 2017- June 2017

- Planned and provided modeling, coaching, planning, and observing with each teacher using effective math strategies.
- Assisted teachers and administrators with the implementation of new instructional strategies, technology, math assessments, and math interventions.
- Assisted with planning and implementation of family nights and other math initiatives.
- Assisted school with analyzing school data and plan for improvement using strengths and weaknesses identified.
- Monitored use of math interventions and math assessments.
- Collaborated and worked with the teachers, administration, and the Special Education Department to ensure proper mentoring and instruction is offered to students in need.
- Provided instructional intervention to individual students and small groups of students requiring additional instruction in math.
- Worked along-side regular classroom teachers to ensure needs of all students are being met.

Enterprise Learning Coach, Manning Elementary School, Clarendon School District 2, SC, July 2014-June 2015

- Supported teachers during the implementation of project-based learning.
- Facilitated professional development sessions.
- Modeled and team-taught standards-based lessons.
- Observed classroom instruction.
- Provided coaching for effective instruction.
- Implemented One-to-One technology throughout the district (iPads and MacBooks).
- Participated with teachers and student deployment.
- Facilitated Critical Friends Groups/Professional Learning Communities.
- Facilitated MasteryConnect training for teachers and instructional coaches.
- Assisted teachers with technology integration.
- Trained teachers on using the Google Platform.
- Assisted with Digital Citizenship training for teachers and students.
- Trained teachers on NearPod, Kahoot It, and QR Codes.
- Trained teachers on using Apple Devices
- Participated in Parent Information Nights
- Worked on district's Acceptable Use Policy (AUP).
- Deployed one-to-one devices to students and teachers (iPads and MacBooks).

National Institute for Excellence in Teaching TAP Master Teacher/Assistant Administrator, Blackville-Hilda Jr. High School, Barnwell 19, SC, 2013-2014

- Supervised the development of curriculum.
- Supported teachers in the implementation of the Teacher Advancement Program (TAP) rubric.
- Facilitated professional development sessions.
- Modeled and team-taught standards-based lessons.
- Observed classroom instruction.
- Evaluated teacher performance.
- Provided coaching for effective instruction.
- Manage the daily operations of the school.
- Supervised staff.
- Enforced school policies related to student discipline, staff corrective actions, and school safety.
- Coordinated staff and student schedules.

Leadership Experiences

ADEPT/PADEPP Coordinator, East Point Academy (Elementary and Middle Schools), SC 2017- September 2020

- Created, oversaw, and led the implementation of the ADEPT Plan.
- Managed the SCLEAD.org account.
- Coordinated teacher and administrator evaluation.
- Coordinated and supervised the Induction and Mentoring programs.
- Provided professional development focused on SCTS 4.0 Rubric and PADEPP.
- Assisted and provided support to educators at all contract levels (induction, annual, continuing, and recertification).

District's Articulation Meeting Facilitator, Barnwell 19, SC 2013-2014

- Planned for agenda, activities, and focal topics for meeting.
- Facilitated the meeting which included district and school administration and curriculum coaches.
- Provided participants with follow-up instructions and plans for the future meetings.

Testing Developer and Coordinator, Barnwell 19, SC 2013-2014

- Developed school-wide benchmark assessments.
- Coordinated testing for the entire school.
- Scored, reported, and recorded assessment scores.
- Facilitated professional development focused on analyzing scores and creating data-drive instruction.

District Common Core State Standards (CCSS) Implementation Team, Williston 29, SC 2011-2013

- Attended state-level CCSS trainings.
- Trained teachers on CCSS and innovative strategies.
- Planned with team for CCSS implementation.
- Assist teachers with CCSS implementation.
- Coach teachers for effectiveness.

SAFE-T Evaluator, Kelly Edwards Elementary School, Williston 29, SC 2012-2013

- Evaluated teacher performance using SAFE-T standards.
- Worked with the principal to create teacher improvement plans.
- Communicated effective teaching expectations with teachers.

Teaching Positions

Elementary School Teacher (Temporary) – North Aiken Elementary School, Aiken, SC. 2015-2016

- Planned and delivered standards-based lessons.
- Management classroom routines, procedures, and student behavior.
- Fulfilled non-instructional duties.

Elementary School Teacher - Kelly Edwards Elementary School, Williston, SC. 2007-2013

- Planned and delivered standards-based lessons.
- Management classroom routines, procedures, and student behavior.
- Fulfilled non-instructional duties.

Elementary School Teacher - Allendale Elementary School, Allendale, SC. 2005-2007

- Planned and delivered standards-based lessons.
- Management classroom routines, procedures, and student behavior.
- Fulfilled non-instructional duties.

Additional Training/Professional Development

The Future of Work: The Big Equity Challenge, Virtual, April 2021

Overcoming Distance and Division (Equity and Justice), Virtual, January 2021

Take a Deep Dive into MAP Growth, Orangeburg, SC. February 2020

Where the Rubber Meets the Road (MTSS), Columbia, SC. November 2019

Schools to Watch Evaluator Training, Greenville, SC. October 2019

SCTS 4.0 Rubric Train-the-Trainer, Anderson, SC. October 2019

Career and Technical Education (CTE), Columbia, SC. September 2019

SCLead.org and Teacher Evaluation, Columbia, SC. July 2019

South Carolina Teaching Standards 4.0 Rubric, Columbia, SC. June 2018

Personalized Learning, Columbia, SC. January 2018

Immersion Best Practices, Columbia, SC. January 2018

Cultural Proficiency and Responsiveness, Columbia, SC. January 2017

Fountas & Pinnell Reading Records, Aiken, SC. August 2015

Balanced Literacy, Aiken, SC. September 2015

Student Learning Objectives, Aiken, SC. October 2015

Scholastic Student Assessment (SRI and SMI), Aiken, SC. October 2015

Critical Friends Group, Manning, SC. August 2014

Mastery Connect, Manning, SC. August 2014

Buck Institute's Project-Based Learning (PBL), Columbia, SC. November 2014

Buck Institute's PBL: Leadership Institute, Columbia, SC. December 2014.

South Carolina Association of School Administrator (SCASA), Myrtle Beach, June 2013

Teacher Advancement Program (TAP), Blackville, SC. July 2013
TAP Summer Institute, Charleston, SC. July 2013
Teacher Advancement Program, Blackville, SC. July 2013
Student Learning Objectives (SLO), Columbia, SC. November 2013
Literacy Leader's Institute, Estill, SC. September 2013 – January 2014
SAFE-T Training, Williston, SC. June 2012
SAFE-T, Williston, SC. June 2012
Common Core State Standards Training, Columbia, SC July 2012
Common Core Summer Institute, Columbia, SC. June 2011

Presentations

Green, T. (2021, March). *Great School Leaders*. Training for Black Women Educational Leaders. Inc.

Green, T. & Seb-Di Dio, G. (2021, January). *Diversity, Equity, and Inclusion*. Training at Lesley University.

Green, T. (2020, July). *Rigorous Academics: Utilizing the South Carolina Teaching Standards 4.0 Rubric*. Professional Development at Butler Academy.

Green, T. (2020, March). *Strategies for Effective eLearning*. Professional Development at East Point Academy.

Green, T. (2019, August). *South Carolina Teaching Standards 4.0 Rubric*. Professional Development at East Point Academy.

Green, T. (2019, August). *Curriculum Design and Development*. Professional Development at East Point Academy.

Green, T. (2018, August). *South Carolina Teaching Standards 4.0 Rubric*. Professional Development at East Point Academy.

Green, T. (2018, January). *RTI: Tier 1*. Professional Development for East Point Academy.

Green, T. (2017, October). *Read to Succeed*. Professional Development for East Point Academy.

Green, T. (2016, January). *Integrating Project-Based Learning*. Professional Development for Aiken County Public Schools.

Green, T. (2015, January). *8 essentials of PBL*. Professional Development at Manning Elementary School.

Green, T. (2014, December). *Project-Based Learning, Mastery Connect, and Google Classroom*. Professional Development at Manning Elementary.

Green, T. (2014, November). *Using QR codes in the classroom*. Professional Development at Manning Elementary.

Green, T. (2014, October). *Mastery Connect*. Professional Development at Manning Elementary.

Green, T. (2014, September). *Enterprising Learning*. Professional Development at Manning Elementary School, Manning, SC.

Green, T. (2013, September). *Common Core: Literacy Activities*. Presentation at Blackville-Hilda Jr. High.

Professional Affiliations

Independent Educational Consultants Association (IECA)

South Carolina Alliance of Black School Educators (SCABSE)
South Carolina Leaders of Literacy (SCLL)
South Carolina Leaders of Mathematics Education (SCLME)
South Carolina Teaching Standard 4.0 Rubric Evaluator and Trainer
South Carolina Schools to Watch Evaluator
South Carolina Education Policy Fellowship Program
University of South Carolina Alumni Association
University of South Carolina Aiken Black Council
Lesley University Alumni Ambassadors
South Carolina Association of Supervision and Curriculum Development (SCASCD)
Learning Forward South Carolina (LFSC)
National School Reform Faculty (NSRF)
Buck Institute for Education (BIE)
Black Women Education Leaders, Inc.

Community Service Affiliations

Social Emotional Partnerships of the Midlands
Family Shelter
Journey Methodist Church
Save Our Children (SOC)
Dream, Imaginations, and Gifts (D.I.G.)

References Available Upon Request



+
**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant MUST reside in Richland County.

Name: Phillip Gilchrist

Home Address: 121 North Ridge Road

Telephone: (home) - 803-597-8381 (work) 803-597-8381

Office Address: 121 North Ridge Road

Email Address: phil@truescalerecords.com

Educational Background:

- Spring Valley High School Graduate
- Studied Music at Brevard College
- Studied Music at Claflin University

Professional Background:

- President and CEO of MP Productions
- Executor of TrueScale Records

Male Female

Age: 18- 25 26- 50 Over 50

Name of Committee in which interested: Music Festival Committee

Reason for interest: As a musician and leader in the arts community, I believe it's important that our county remains engaged in the arts while at the same time grooming and inviting the talented capacity we have to share in Richland county to be a part of our arts community. In addition to these things, I collaborate with some of the major music organizations in the world to include Sony Music and Universal. I'm also engaged in the following organization:

- Broadcast Music Inc. (BMI)
- American Society of Composers, Authors and Publishers (ASCAP)
- American Federation of Musicians (AFM)
- Young Entrepreneurs Music Guild
- Musicians For Vets

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I have been a musician for 13 years, I studied music in both

highschool and college, I have my own production company and global record label that's based in Richland county and finally I am a lover of music and the arts.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? Just want to thank the members of county council for considering me for this post. If chosen, I look forward to serving.

Recommended by Council Member(s): Councilwoman Mackey

Hours willing to commit each month: I am willing to serve the hours necessary for the opportunity.

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

1

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____ If so, describe:

Applicant's Signature Date *Phillip Gilchrist* *3/2/21*

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only

Date Received: Received by: *3/3/21* *JHRO*

Date Sent to Council:

2

Status of Application: Approved Denied On file

Phillip Michael Gilchrist - Phillip's foray into music was when he, at the age of seven, began playing and singing for two churches in his local community. Phillip's study and natural ability in music evolved overtime to embrace performances, producing and composing music that made him an authority in the areas of music producing, composing and arranging.

He is a recording Pop Artist from South Carolina and has produced for and collaborated with musicians across the musical spectrum to include the following genres: Pop, Country, R&B, Hip-Hop, Jazz , Classical and Gospel, in addition to being a multi talented vocalist, instrumentalist and music theory expert.

Phillip is the Founder of MP Productions and the Executor of TrueScale Records. He started MP Productions in 2016 as a full scale music production company, working with up and coming musicians to teach piano, drums, guitar, brass, music production, music composition, music theory, and vocal training. Phillip's belief is that "It is important for a musician to understand how to put it all together, break it down, and put it all back together again with SKILL". "MP Productions strives to perfect the music in "YOU" recognizing that music is an ART... and it is the ARTIST that MP Productions seeks to develop."



In 2019, Phillip took his skills and the principles of masterful recording and producing music to a whole new level by launching a major Record Label in the United States. TrueScale Records is an International Record Label identifying real talent in the music entrepreneurial space with the goal of signing talented musical entrepreneurs.

Phillip's philanthropy and community service are key cornerstones to his companies and his personal involvement and success. Among his philanthropic and involvement activities, he is a musician for the South Carolina United Methodist Conference, the co-founder of Musicians for Vets, a nonprofit organization dedicated to providing music support and training to disabled veterans. In addition, he is a member of the Young Entrepreneurs Music Guild, the American Music Federation, the American Society of Composers, Authors, and Publishers (ASCAP), Broadcast Music, Inc. (BMI) just to name a few.

Phillip believes the next renaissance of the music industry is to complement the streaming world by preserving the integrity of the Independent and Entrepreneurial artist and return the art of music back to its roots...which are the artist, the fans and the listeners!



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: AI MARTIN

Home Address: 108 HEARTHWOOD Circle

Telephone: (home) 803 312 2788 (work) _____

Office Address: 4910 Trenchholm Rd Columbia SC 29206

Email Address: AIMARTIN.COLUMBIA@gmail.com

Educational Background: B.P. UNIV. CHARLESTON

Professional Background: Exec Operational background

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: MUSIC FESTIVAL Commission

Reason for interest: Expose opportunities for Richland County

to provide cultural & Entertainment Experiences for Residents.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

Experiences - Chairperson served with City of Ft Lauderdale
and Broward County for multiple music & art festivals

Presently serve on any County Committee, Board or Commission? NO

Any other information you wish to give? Extensive Event Exp for City & County Events

Recommended by Council Member(s): _____

Hours willing to commit each month: unlimited

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No ✓

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No ✓

If so, describe: _____


Applicant's Signature

3/5/2021
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>3/5/21</u>	Received by: <u>JHUHO</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant MUST reside in Richland County.

Name: William Alvin McElveen

Home Address: 5 Carol Ct, Ridgeway, S.C.29130 (located in Richland County)

Telephone: (home) 803-543-3972 (work) 803-434-8050

Office Address: Suite 420, 8 Medical Park, Columbia, SC 29203

Email Address: alvin.mcelveen@uscmed.sc.edu

Educational Background: M.D., Medical College of Georgia: 1974

Professional Background: Neurology. Founder/ President: Bradenton Neurology 1979-2015

Assistant Professor of Clinical Neurology, USC School of Medicine: 2016-present

Male Age: Over 50

Name of Committee in which interested: Richland Memorial Hospital Board of Trustees

Reason for interest: Improvement in patient care for Richland County

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: My Medical knowledge and experience working in hospitals gives me an understanding of the requirements for medical care for the community.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: AS my position at USC is part-time, I am not limited
in hours I can contribute.

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____

V. Allen - McLean MD
Applicant's Signature

February 3, 2021
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>2/8/21</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

MIKE FANNING
SENATOR, CHESTER, FAIRFIELD, & YORK COUNTIES
SENATORIAL DISTRICT 17

COMMITTEES:
AGRICULTURE AND NATURAL RESOURCES
CORRECTIONS AND PENOLOGY
FISH, GAME AND FORESTRY
GENERAL
JUDICIARY



COLUMBIA ADDRESS:
606 GRESSETTE SENATE BLDG
POST OFFICE BOX 142
COLUMBIA, SC 29202
TEL: (803) 212-6024
FAX: (803) 212-6299
EMAIL: MIKEFANNING@SCSENATE.GOV

HOME ADDRESS:
7825 CAMP WELFARE RD
GREAT FALLS, SC 29055

February 5, 2021

Richland County Council
PO Box 192
Columbia, SC 29202

Dear Members:

I am writing to recommend that you consider Dr. Alvin McElveen for one of the open positions on the Richland Hospital Board of Trustees this year. I have been a friend of Dr. McElveen's family for many years and feel that he could be a tremendous asset to the medical community by serving on the Board.

Dr. McElveen was the founding partner of a very successful neurology practice in Florida for over 35 years. He also owned and directed a clinical research business and participated in over 150 clinical trials over 25 years. Dr. McElveen was very active in his community through serving on committees in the hospitals in the community and volunteer work with the Epilepsy Foundation of SW Florida for over 25 years. Since retiring from private practice, he served as the Director of the USC Neurology Department Memory Clinic at Richland Memorial Hospital for five years. He and his family moved back to South Carolina in 2015 to be near Mrs. McElveen's family who are from Fairfield County.

Dr. McElveen lives in the Blythewood community in Richland County, and I believe that representation from a physician in this part of the county (and near adjoining Fairfield County) would be very helpful to both counties - due to the continued growth in this northeastern portion part of Richland County.

I am pleased to be able to offer this recommendation to you and sincerely hope that you will strongly consider Dr. McElveen for this position. Please don't hesitate to contact me if you have any questions or if I can provide further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael W. Fanning".

Senator Michael W. Fanning, Ph.D.
District 17: Chester, Fairfield, & York Counties
502 Gressette Bldg., P.O. Box 142
Columbia, South Carolina 29202
803-212-6108 (office) * 803-212-6299 (fax)

WILLIAM ALVIN McELVEEN, M.D.

UNIVERSITY OF SOUTH CAROLINA
Department of Neurology
8 Medical Park
Suite 420
Columbia, SC 29203
Telephone: 803-434 -8050
Personal Cell: 803-543-3972

EDUCATION

Emory University: Atlanta, GA
Dates attended: 1967-70
Major: PHYSICS
Honor Societies: Sigma Pi Sigma (National Physics Honor Society)
 Alpha Epsilon Upsilon

Medical College of Georgia: Augusta, GA
Dates Attended: 1970-74
Degree Obtained: M.D.

POSTGRADUATE TRAINING

Tucson Hospitals Medical Education Program: Tucson, AZ
Internship in Internal Medicine: July, 1974-June, 1975
Resident in Internal Medicine: July, 1975-June, 1976

University of Arizona Department of Neurology
Neurology Resident: July, 1976-June, 1978
Chief Resident, Neurology: July, 1978-June, 1979

Multiple Sclerosis Comprehensive Treatment Training Program
University of Texas Southwestern Medical School June, 2002

PRACTICE POSITION

Bradenton Neurology, Inc. Bradenton, FL 1979-2015 Founder and President

Bradenton Research Center, Bradenton, FL. Principal Investigator 2004-present

UNIVERSITY OF SOUTH CAROLINA
Department of Neurology
Assistant Professor of Clinical Neurology
December, 2016-present

BOARD CERTIFICATION

Diplomate of the American Board of Psychiatry and Neurology, a Member of American Board of Medical Specialties
Specialty of Neurology, April, 1981
Subspecialty of Vascular Neurology, May, 2005. Recertification May, 2015

Certified, American Board of Independent Medical Examiners, 1996, 2001, 2006, 2011

ACADEMIC POSITION

Assistant Clinical Professor of Neurology
University of South Florida, Tampa, FL, Aug, 1981- July, 1985

Neurology Faculty: Manatee Memorial Hospital Residency Training Program, May, 2011-Nov, 2015

Assistant Professor of Clinical Neurology
Director, Memory Disorders Clinic
University of South Carolina School of Medicine
Department of Neurology, Dec 1, 2016-present

HOSPITAL STAFF APPOINTMENTS

Manatee Memorial Hospital, Bradenton, FL: Active Staff 1979-2015

Lakewood Ranch Medical Center, Bradenton, FL: Active Staff 2005-2015
Medical Director, Stroke Unit, 2009-2015

Blake Medical Center, Bradenton, FL: Active Staff 1979- 2009
Medical Director, Stroke Program, Blake Medical Center, 2004-2009

Palmetto Richland Hospital, Active Staff, Columbia, SC: 2017-present

COMMITTEE ACTIVITIES

Manatee Memorial Hospital: Medical Executive Committee 1981-83

Manatee Memorial Hospital: Emergency Management Committee 1981-89

Blake Medical Center, Bradenton, FL: Chairman, Neurosciences Committee 2004-2009

PROFESSIONAL ORGANIZATIONS

PROFESS Investigators Advisory Panel 2005

Epilepsy Foundation of Southwest Florida: Professional Advisory Board
Director, Manatee County Epilepsy Foundation Clinic: 1979-2015

American Academy of Neurology: Active 1981-1998. Fellow 1998-present
American Academy of Neurology: Critical Care and Emergency Neurology Section
American Academy of Neurology: Stroke and Vascular Neurology Section
American Academy of Neurology: Multiple Sclerosis Section

January 11, 2021

American Stroke Association: 2004-present
Florida Medical Association: 1979-present
Manatee County Medical Society: 1979-2015
American Medical Association: 1979-present
American Society of NeuroImaging: 2000-2010
American Academy of Physicians and Investigators: 2006-2015

LICENSURE

Florida: ME 0033896
South Carolina: MD 13324

CLINICAL TRIALS

Principal Investigator for over 100 clinical trials for pharmaceutical firms including Pfizer, Biogen, Lilly, AZT, Novartis, Bayer, Martek, Takeda, Merck, Roche, Eisai, Glaxo Smith Kline, Ortho McNeil, Allergan, Osmotica, Elan, Genzyme, Grifols, Otsuka, UCB, BioMS, Abbott-Solvay, NINDS/NIH, TEVA

AWARDS

AMA Physician Recognition Award: 1982, 1985, 1988, 1991, 1994, 1997, 2000, 2004
AMA Physician Recognition Award with Commendation: 2007, 2010

Epilepsy Foundation of Southwest Florida Outstanding Patient Service Award, 1994

Fellow, American Academy of Neurology, 1998

Strathmore's Who's Who, 1999

Guide To Top Doctors, 1999, 2006: Center for the Study of Services

Marquis "Who's Who in Medicine and Healthcare", 2000-2001

Gold Quill Award for Medical Writing, Manatee Memorial Hospital, November 21, 2000

Voted "Top Doctors Gulf Coast" Best Physicians Neurology, 2009

Top Doctor, US News and World Report 2011

PUBLICATIONS

McElveen WA. "Post-Herpetic Neuralgia": eMedicine Journal: Neurology [serial online]. April, 2001, volume 2, number 4. Available at <http://www.emedicine.com>

McElveen, WA. "Cerebral Venous Thrombosis": eMedicine Journal: Neurology [serial online]. January 2001, volume 2, number 1. Available at <http://www.emedicine.com>

Dworkin RH et al. "Pregabalin for the Treatment of Postherpetic Neuralgia" Neurology: 2003; 60:1274-1283 (Investigator)

January 11, 2021

McElveen, WA and Alway, D. "Ischemic Stroke and Transient Ischemic Attack: Evaluation and Management" Stroke Essentials for Primary Care Humana Press. 2009

McElveen, WA "Cerebral Venous Thrombosis and Stroke" Stroke Essentials for Primary Care Humana Press. 2009

McElveen, WA and Macko, R. "Ischemic Stroke and Transient Ischemic Attack: Acute Management" Stroke Recovery and Rehabilitation. 2009.

McElveen, WA "Management of Sinovenous Thrombosis" Stroke: A Practical Approach Lippincott Williams & Wilkins. 2009

W McElveen, D Vossler, B Williams, A. Laurenza, A Patten, F Bibbiani. Clinical Laboratory Evaluation and TAEs Related to Cardiac, Hepatic, and Renal Disorders: Perampanel PGTCs Phase III Study 332. Poster Session #: 1.195 American Epilepsy Society. Philadelphia, PA December 5, 2015

CONTINUING EDUCATION PRESENTATIONS

MRI Fellowship Program, CME certification by American Society of Neuroimaging. June 29, 2002, Orlando, FL

MRI Fellowship Program, CME certification by American Society of Neuroimaging, "MRI in Multiple Sclerosis" February 8-9, 2003, Sarasota, FL

Stroke Certification Program, CME certification by Blake Medical Center, "Tools of the Trade...Neurological Assessment" March 9, 2005, Bradenton, FL

Optimizing Stroke Service Line Management, WRG Research, Inc "The Physician as Champion for Stroke Unit" June 21, 2007, Arlington, VA

MRI Fellowship Program, CME certification by American Society of Neuroimaging, MRI Case Presentations. August 2, 2008, Orlando, FL

Anatomy and Physiology 101 for Attorneys National Business Institute, July 26, 2013, Orlando, FL

Alzheimer's University of South Carolina Grand Rounds, Columbia, SC, February 2018

Alzheimer's: The Symptoms and Management. Alzheimer's Association Research Conference: The Power of You. Columbia, SC. November 9, 2019

Dementias: Where we are in 2019 University of South Carolina Grand Rounds, Columbia, SC. February 20, 2019

Aging and the Brain. Palmetto Health Geriatric Symposium, Columbia, SC May 3, 20119

OTHER PROFESSIONAL ACTIVITIES

Reviewer: Elsevier Publications

INC Research: Scientific Protocol Optimization Site Advocacy Group committee member

REFERENCES

Souvik Sen, M.D.
Professor and Chairman Neurology Department
USC School of Medicine
8 Medical Park, Suite 420
Columbia, SC 29203

Hamilton Peters, M.D.
USC School of Medicine
8 Medical Park, Suite 420
Columbia, SC 29203

Mike Williams (former CEO, Fairfield Memorial Hospital)
2174 Smallstown Road
Winnsboro, SC 29180

January 11, 2021



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Stacey V. Brennan, MD

Home Address: 207 King Street, Columbia, SC 29205

Telephone: (home) cell: 803-331-3763 (work) 615-782-4662

Office Address: Work from Home

Email Address: max_field@msn.com (personal) or stacey.brennan@cgsadmin.com (work)

Educational Background: BA, Penn State; MD, University of Pittsburgh; Residency, Richland Memorial Hospital – USC School of Medicine

Professional Background: Family Physician and Medicare Contractor Medical Director; Chief

Medical Officer, Jurisdiction B DME Contract, CGS Administrators, LLC

Male D Female X Age: 18-25 D 26-50 D Over 50 X

Name of Committee in which interested: Richland Memorial Hospital Board of Trustees

Reason for interest: Please see attachment

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

As a family physician trained at RMH and Richland County resident since 1978, I possess understanding and experience that would benefit the membership of the Board of Trustees. I chose to live in Richland County out of anywhere in the US at the threshold of

my medical career, and have remained loyal to and supportive of all that Richland Memorial has brought to my community. I am quite familiar with the outreach and mission of this hospital. As well, since leaving private practice, my years working with commercial insurers, SC Medicaid and Medicare have given me special perspectives which I may offer in my interactions with the other members of the Board.

Presently serve on any County Committee, Board or Commission? No.

Any other information you wish to give? Please see my attached resume.

Recommended by Council Member(s): Allison Terracio

Hours willing to commit each month: As needed

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.
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Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____


Applicant's Signature

03/01/2021
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>3/4/21</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

Reason for my interest in serving on the Richland Memorial Hospital Board of Trustees

Stacey V. Brennan MD

As a medical student in the mid 70's, I was directly involved in remarkable changes in the delivery of health care in the US. During this time, there were major life-saving improvements, including the initiation of the CT scan, the coronary artery bypass graft operation and the invention of H2 antagonists (i.e., cimetidine). As well, health care became a right, and was no longer considered a privilege. Next, the importance of the primary care physician came to the forefront of the nation with the organization of the American Academy of Family Practice and the initiation of Family Medicine Residencies. Richland Memorial Hospital (RMH) offered one of the country's finest and first family medicine residencies, and was a part of a state-wide network which received significant funding by the legislature. I matched with the residency here, and with my husband who sought a career in architecture, drove in the heat of June to Columbia, at the time an "all-American city". At the time, RMH had combined with the USC School of Medicine to educate students and residents of many specialties. Some of the best teachers in medicine and surgery were and still are here, and I met many dedicated employees - nurses, administrators, therapists and support people – then, and such dedicated essential workers are here still. RMH has changed its name as a result of associations necessary to survive, but has not changed in its mission to provide the best health care to all of the residents, young and old, of Richland County. For 17 years after I graduated from my residency, I admitted my patients to Richland Memorial, received newborns to my practice from there, met my patients in the ER at night, referred patients to specialists on staff, and supported the hospital with my time serving in the department of family medicine. I have missed it since I have been working in administrative medicine. Now it is time for me to "pay back" those who gave me their time and expertise which led to my successful and satisfying career.

Stacey Van Pelt Brennan, MD, FAAFP

207 King Street, Columbia, SC 29205

Cell 803-331-3763

Work 615-782-4662

max_field@msn.com or stacey.brennan@cgsadmin.com

Industry Experience

I have been a physician for over 40 years, with 22 years of experience as a medical director. Most recently, I have been the DME MAC Jurisdiction B Medical Director (DMD) for CGS Administrators, LLC (CGS), a subsidiary of Blue Cross Blue Shield of South Carolina, since July 2016.

My current responsibilities as a DMD include authoring new or modifying existing durable medical equipment and prosthetics, orthotics and supplies (DMEPOS) Local Coverage Determinations (LCDs) for Fee for Service Medicare beneficiaries under The Centers for Medicare and Medicaid Services (CMS). I also provide policy interpretation and coverage determinations as determined based upon LCDs, National Coverage Determinations (NCDs) and Manuals/Laws for suppliers, providers and internal associates. I participate in correct coding of devices as well as pricing determinations. The Jurisdiction B DME contract pays claims for over 6.5 million beneficiaries residing in seven Midwestern states. Although I work remotely from my home in Columbia, SC, my corporate office is in Nashville, Tennessee.

Past Experience in Government Programs

Prior to joining CGS Administrators, I served in the same role for National Government Services, a subsidiary of Anthem from 2010 until 2016. From November 2009 to December 2010, I served as the medical director in the State Sponsored Business Division for WellPoint (Anthem) in Managed Care Medicaid where I was the West Virginia (Unicare) and South Carolina (BlueChoice Medicaid) Medical Director, working in medical management for their Medicaid enrollees.

My work with Medicare contracts started in 2004 when I served as the Medicare Region C DMERC DMD. At the same time, I assumed the role (part-time) as the Medical Director of InStil Health Insurance Company, which oversaw Medicare Advantage (Part C) and Part D Plan products and a Tricare Management Activity contract acting under Humana, all while employed at PalmettoGBA in Columbia. After this contract in DMEPOS ended, I served as Contractor Medical Director of the QIC West Part B/DME for fourteen months (an appeals contractor for CMS). In 2006, I moved to the Medicare Part A and RHHI contract for the Fiscal Intermediary, PalmettoGBA, overseeing Part A (mostly hospital) medical policies for NC and SC, home health and hospice.

Past Experience in Managed Care

I left private practice in 1998 to serve full time as the Medical Director of HMO Blue, and later as the State of South Carolina Employees Health Plan and Federal Employees Plan Medical Director for South Carolina, until 2004.

Stacey Van Pelt Brennan, MD, FAAFP

207 King Street, Columbia, SC 29205

Cell 803-331-3763

Work 615-782-4662

max_field@msn.com or stacey.brennan@cgsadmin.com

Education and Training

Bachelor of General Arts and Science, cum Laude

The Pennsylvania State University, 1974

Medical Doctorate

University of Pittsburgh School of Medicine, 1978

Family Practice Residency, Richland Memorial Hospital

Affiliated with the University of South Carolina School of Medicine, 1978-1981

Chief Medical Resident, 1981

Board Certification, American Board of Family Medicine

Initial 1981; Recertified 1987, 1993, 1999, 2005, 2012

Fellow, American Academy of Family Medicine

Licensure: Active standing as Medical Doctor with the Board of Medical Examiners, the State of South Carolina, since 1979. License number is SC9300. NPI is 1609996727.

Other career experiences:

Baptist Home Care of South Carolina

Medical Director, Home Health Agency

1992-1996

South Carolina Episcopal Home at Still Hopes, and Brian Center

Medical Director of Skilled Nursing Facilities

1989-1991

College Physician and Clinic Director, Columbia College

1981-2002

Private Practice locations, South Carolina 1981-1998

Baptist Physician Partners, 1333 Taylor St, Columbia, SC 29201

Harbison Medical Associates, Columbia, SC 29212

Family Practice Associates of Columbia, Two Notch Rd., Columbia, SC 29223

Dept. of Family Medicine, Richland Memorial Hospital Family Practice Center, Columbia, SC 29203

Springwood Lake Family Practice Center, Columbia, SC 29223

Stacey Van Pelt Brennan, MD, FAAFP

207 King Street, Columbia, SC 29205

Cell 803-331-3763

Work 615-782-4662

max_field@msn.com or stacey.brennan@cgsadmin.com

Professional Memberships

- SC Academy of Family Physicians
- American Academy of Family Physicians
- Columbia Medical Society

Professional and Community Activities

- SC Academy of Family Physicians; Committee on Legislation and Government, 1998-2007, 2010, 2020-; Membership Committee, 1990-1995; Chair, Committee on Minority Health, 1986-1988
- Columbia Medical Society; Executive Committee Member, 1995-1998, 2008-2015; Secretary, 2009-2011, Vice President, 1996
- SC Medical Association CME Committee, 1998-2004, 2007- 2009.
- Baptist Medical Center of Columbia; Departmental Vice Chief or Chief, 1992-1998
- Richland Memorial Hospital, Columbia; Family Practice Clinical Department, Chair, 1986-1987
- SC Medical Care Foundation; Family Practice Peer Review Committee, 1984-1990
- Volunteer Physician, Columbia Free Medical Clinic, and organizing founder.
- Richland County School District I, Health Education Advisory Committee, 1988 – 1996, 1999– 2002; Medical Advisory Committee, 1996 – 1998.
- Member, Board of Directors, Children’s Chance (advocacy group for children with cancer), November 2000 - 2002
- Member, Board of Directors, Adoption Center of South Carolina, Inc., 1993 – 1996
- Board Member, AIDS Benefit Foundation, 2000-2004
- Chair, School Improvement Council, Dreher High School, 2000 – 2002
- Member, Educational Foundations, A.C. Moore Elementary School and Hand Middle School (President, 1994 – 1997)
- Member of the Board of Trustees (2013-2020) and Chair (2016-2019) of the Presbyterian Communities of South Carolina (PCSC), a CCRC with six locations in South Carolina
- Member of Board, PCSC Foundation, 2021+

Personal Activities and Interests

With my husband Jim, I have had the pleasure of supporting several community-wide organizations and charities through the years, including The SC Philharmonic, The Animal Mission, Family Promise, Harvest Hope, The American Heart Association, Historic Columbia, SC ETV, The Columbia Art Museum and The University of SC School of Music. As a woman physician, mother and grandmother interested in the health of our community, and career opportunities for women, I have participated in activities of support for Richland County First Steps, Planned Parenthood of the South Atlantic, The Girl Scouts of SC Mountains to Midlands, WREN and Women in Leadership. I am very involved in my church, Shandon Presbyterian, serving as an elder, a trustee, a Sunday School teacher, and member of the Chancel Choir. I enjoy gardening, traveling and spending time with my wonderful grandchildren.



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant MUST reside in Richland County.

Name: Virginia L. Crocker

Home Address: 23 Millponf Columbia, South Carolina 292904

Telephone: (home) 803.960.0267 (work) 803.896.5100

Office Address: Public Service Commission 101 Executive Center, Suite 100 Columbia 20210

Email Address: vcrocker@sc.rr.com

Educational Background: BA Columbia College Speech and Drama

Professional Background: Former Legislator, Workers Compensation Commissioner

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Richland Memorial Hospital, Riverbanks Park

Reason for interest: Prior service on the hospital Board, Hospitality Development interest
I'm happy to serve in any capacity

Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:

Prior public service throughout my career both in elected positions and appointed positions

Presently serve on any County Committee, Board or Commission? no

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: Whatever is required

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Because of my employment as a Senior Paralegal at the Public Service Commission of South C. I am under the Judicial Code of Conduct which does not allow me to request donations from anyone.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

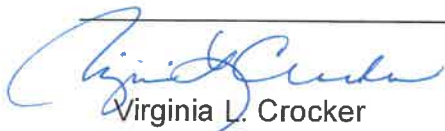
Yes _____ No ^x _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No ^x _____

If so, describe: _____



Virginia L. Crocker
Applicant's Signature

February 23, 2021
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Virginia L. Crocker

Applications are current for one year.

Staff Use Only	
Date Received: <u>3/5/21</u>	Received by: <u>JHUW</u>
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

VIRGINIA LEAMAN CROCKER
803.738.9322 Home

VCROCKER@SC.RR.COM
803.960.0267 Cell

Virginia Crocker is a native of Clinton, South Carolina and a graduate of Columbia College with a degree in Speech and Drama and a minor in Political Science. Upon graduation from Columbia College, she joined the staff of Governor John C. West. She then served as a member of the South Carolina House of Representatives representing Laurens County from 1978 through 1984. While serving in the House, she was Assistant Director of Admissions and Director of Special Projects at Presbyterian College in Clinton. In the House, she served on the Labor, Commerce, and Industry Committee, the State House Committee; and as House Majority Whip. She was awarded the Legislator of the Year Award from both the South Carolina Education Association and the South Carolina School Boards Association for her contribution to the Education Improvement act of 1984. She is an honorary alumna of Presbyterian College.

Governor Richard W. Riley appointed her to the Workers' Compensation Commission in 1984 where she served until 1992. While on the Commission, she served as Vice-Chair and was instrumental in reforming the policies and procedures of the Commission and writing the current rules and regulations.

In 1996 she was named Executive Director of the House Democratic Caucus where she worked with then Caucus Leader, Representative Jim Hodges. In 1998, she joined Representative Hodges' campaign staff. In January 1999, Governor Hodges appointed her to his staff in the position of Director of Intergovernmental and Community Relations; where she served throughout his term.

She is a former member of the Board of Visitors of Presbyterian College and Columbia College. Additionally, she served as the Governor's representative on the Board of the North Carolina Healthcare Information and Communication Alliance, Inc. In 1999 she received the South Carolina Rural Health Association's Presidential Award of Merit for her work in improving healthcare in rural South Carolina. In 2002, Governor Jim Hodges appointed her to the State Commission on National and Community Service and the State Museum Board of Trustees. Additionally, Richland County Council appointed her to serve as a Trustee of Palmetto Richland Memorial Hospital Board. She is also a former member of the South Carolina Independent College and University Board of Trustees.

In 2004, she worked with the Democratic Party of South Carolina coordinating South Carolina's first Democratic Presidential Preference Primary and then served on the campaign staff of Inez Tenenbaum for the United States Senate. In 2006 she coordinated disaster relief for the Gulf Coast Evacuees of Hurricanes Katrina and Rita in the State of South Carolina through the South Carolina Emergency Management Division.

In 2007, she returned to the South Carolina Workers' Compensation Commission as Judicial Director where she served until 2014 when she left the Commission to serve as a mediator. She was awarded the Friend of the Little Man by the Injured Workers' Advocates of South Carolina in 2014. She currently serves as a member of the Voorhees College Board of Trustees and the Palmetto Health Foundation Board of Directors.

As a result of the statewide devastation of the October, 2015 record rainfall, she was asked by the Mayor of Columbia and the Director of the State Emergency Management Division to assist in coordinating the recovery efforts in collaboration with South Carolina Emergency Management, the City of Columbia, State Government; and all volunteer organizations involved in the recovery effort. She currently serves as the United Way of the Midlands representative on the LongTerm Recovery Group (LTRG). She currently serves as Senior Paralegal at the Public Service Commission of South Carolina.



**APPLICATION FOR SERVICE
COMMITTEE, BOARD OR**

**ON RICHLAND COUNTY
COMMISSION**

Applicant MUST reside in Richland County.

Name: Raquel Michelle Richardson Thomas

Home Address: 617 Lady Street Columbia SC 29201

Telephone: (home) 443-695-0301 (work) 803-470-6273

Office Address: n/a

Email Address: raquelmrichardson@gmail.com

Educational Background: Bachelor of Business Marketing and Master of Business Administration

Professional Background: Local Business Owner, Business and Leadership Coach, Professor,
Author

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Richland Memorial Hospital Board of Trustees

Reason for interest: As a community builder and advocate I want to focus on population health, community health initiatives and become an active voice for underserved communities as it pertains to living healthy lives.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
Community builder and advocate, business background, strategic, organized, team oriented, philanthropist, effective communicator,

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give?

Recommended by Council Member(s): Paul Livingston

Hours willing to commit each month: 20 (Flexible)

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all

through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

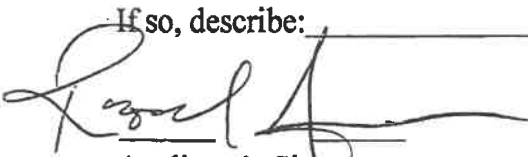
Yes _____ No x _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes x _____ No x _____

If so, describe: _____



Applicant's Signature

Date 12/11/2020

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Date Received: 12/11/20

Received by:
MMO

Date Sent to Council:

Status of Application: Approved Denied On file

2

Raquel M. R. Thomas

617 Lady Street ▶ Columbia, SC 29201 ▶ Cell: 443.695.0301 ▶ Raquel@raquelmrthomas.com ▶ www.raquelmrthomas.com

ESTABLISHED BUSINESS & LEADERSHIP CONSULTANT, COACH, INSTRUCTOR, and AUTHOR

Career history includes automotive industry corporate management, business and leadership coach, experience with business investments, business ownership of Dream Catchers Corporation, R6 Enterprises and former owner of Children of Tomorrow Corp, College Professor, Certified Coach, Speaker and Trainer, Political Candidate School Board Commissioner

Business and Leadership Consultant ▶ Professor ▶ Instructor ▶ Childcare Education ▶ Business and Leadership Coach ▶ Business Organization and Structure Consultation ▶ Management ▶ Corporate Communications ▶ Customer Service ▶ Retail Marketing ▶ Business Development ▶ Author

Results: Driven professional offering progressive experience in business, leadership and entrepreneurship. Business professor/instructor, primary and secondary education curriculum creator, retail sales and wholesale experience, automotive sales and retail marketing. Provide real life experience for business college students. Maximize company sales and revenue growth. Develops marketing initiatives to maximize company's revenue growth. Motivates, unites, and drives high performance teams to achieve company goals within time and budget constraints.

SELECT ACCOMPLISHMENTS

- Creator of Young Bosses Entrepreneurs summer camp for youth participants providing business, leadership and entrepreneurship training.
- Produced and launched The Business Bootcamp Conference for youth and adult entrepreneurs.
- Creator of Wizzievillle Adventures Kid entrepreneur book series with state standards for career and college readiness.
- Developed professional trainings for corporations, communities, and youth.
- Created entrepreneurship and leadership curriculum for youth and adult students with interactive business workbook.
- Created and launched early childcare program with learning curriculum approved by the state of Maryland.
- Improved childcare revenue in 2016 87% year over year.
- Created Dream Catchers Academy master entrepreneurship online course for students nationally and internationally.
- Self-published seven books of literature and provide manuscript publishing consultation to clients.
- Improved the Baltimore Metro dealerships 2013 overall sales 5.2% vs. 2012; respectively compared to 3.7% increase in regional overall sales. Accomplished in 2013 a 16.9% market share increase vs. 14% in 2012.
- Increased Baltimore Metro dealerships sales efficiency in 2013 to 114% vs. 107% in 2012 increasing the Baltimore Metro total sales volume compared to competitors.
- Achieved 105.1% of wholesale target in 2013 generating over \$5.7 million in revenue for Baltimore Metro dealerships.

PROFESSIONAL SUMMARY

Allen University & Benedict College, Professor

2019-Current

Professor for the Division of Business and Entrepreneurship with the primary function of preparing business students for the world of free enterprise. Provide advisement for students preparing for graduation as their academic advisor. Assist with preparing and presenting course materials provided by the college with a real-world component as an active entrepreneur. Develop syllabi, facilitate lectures, assign course work and supervise test/skill assessments. Founder of Women in Business Association for all women on campus.

Dream Catchers Corporation, Owner/Coach/Author/Instructor/Consultant **2013-Current**
Certified business and leadership coach training corporate offices, professionals, entrepreneurs and small businesses. Business and entrepreneurship curricula focused. Business leadership coaching and training with a concentration in diversity and inclusion, professional development training and business leadership for corporations. Concentration of building and selling businesses. Producer of business conferences and master classes. Producer of learning academies and online learning courses. Consultant for self-publishing authors of fiction and non-fiction literature.

Children of Tomorrow Learning Center & Child Care, Corp, Owner **2014-2018**
Created and launched curriculum within childcare facility. Managed staff and all human resource functions. Responsible for yearly budget for all programs throughout the school year and summer program. Improved profitability by 87% in 2016. Tripled childcare enrollment from 2015 to 2016. Accomplished level II of Maryland Excels Certification and maintain 100% staff credentialing with the state of Maryland.

TOYOTA, Central Atlantic Regional Headquarters, Regional Sales Manager Toyota **2009-2014**
Improved the Baltimore Metro dealership profitability over \$5.7 million in 2013. Created dealership sales plans based on inventory availability. Budgeted finances for sales training and created learning curriculums to enhance product knowledge. Provided feedback regarding dealership advertising and marketing plans to maximize inventory and regional incentives. Analyzed and reviewed sales reports to assist dealerships with identifying opportunities to increase market share. Worked with dealerships to ensure product knowledge, training/certification and customer satisfaction.

TOYOTA, Central Atlantic Regional Headquarters, Regional Sales Manager Scion **2009-2009**
Developed dealership marketing initiatives to successfully sale inventory. Promoted and coordinated marketing events to maximize sales and to create brand awareness with attendance averaging 250 guests. Created contracts with numerous marketing vendors to enhanced marketing events not exceeding a \$20,000 budget per event. Supported community services to build relationships within the community and developed brand representation.

TOYOTA, Central Atlantic Regional Headquarters, Regional Service & Parts Manager **2007-2009**
Ensured dealer participation in marketing programs to achieve district product and sales objectives. Supported the achievement of regional customer satisfaction and retention goals by reviewing and providing best practices to dealers. Monitored dealer warranty expense and goodwill claims within the district.

TOYOTA, Toyota Motor Sales, USA, Inc., Management Trainee **2006-2007**
Handled dispute resolution with Lexus customers to ensure customer loyalty. Supported marketing promotions for service and parts operations. Traveled and managed dealership conferences with Toyota senior representatives. Conducted dealership audits and consultations for Toyota Rent a Car throughout the USA. Forecasted sales objectives by vehicle line to ensure dealer orders met market demands.

TOYOTA, Priority Toyota, New and Used Inventory Sales Consultant **2004-2006**
Maximized company retail sales and revenue growth. Supported monthly marketing concentrated vehicles. Accomplished individual sales objectives per month. Responsible for achieving sales certification and assisted with organizing staff training. Worked effectively with sales management staff to attain sales objectives.

GALLUP STRENGTHS

Relator, Focus, Achiever, Futuristic and Strategic

AWARDS & Organizations

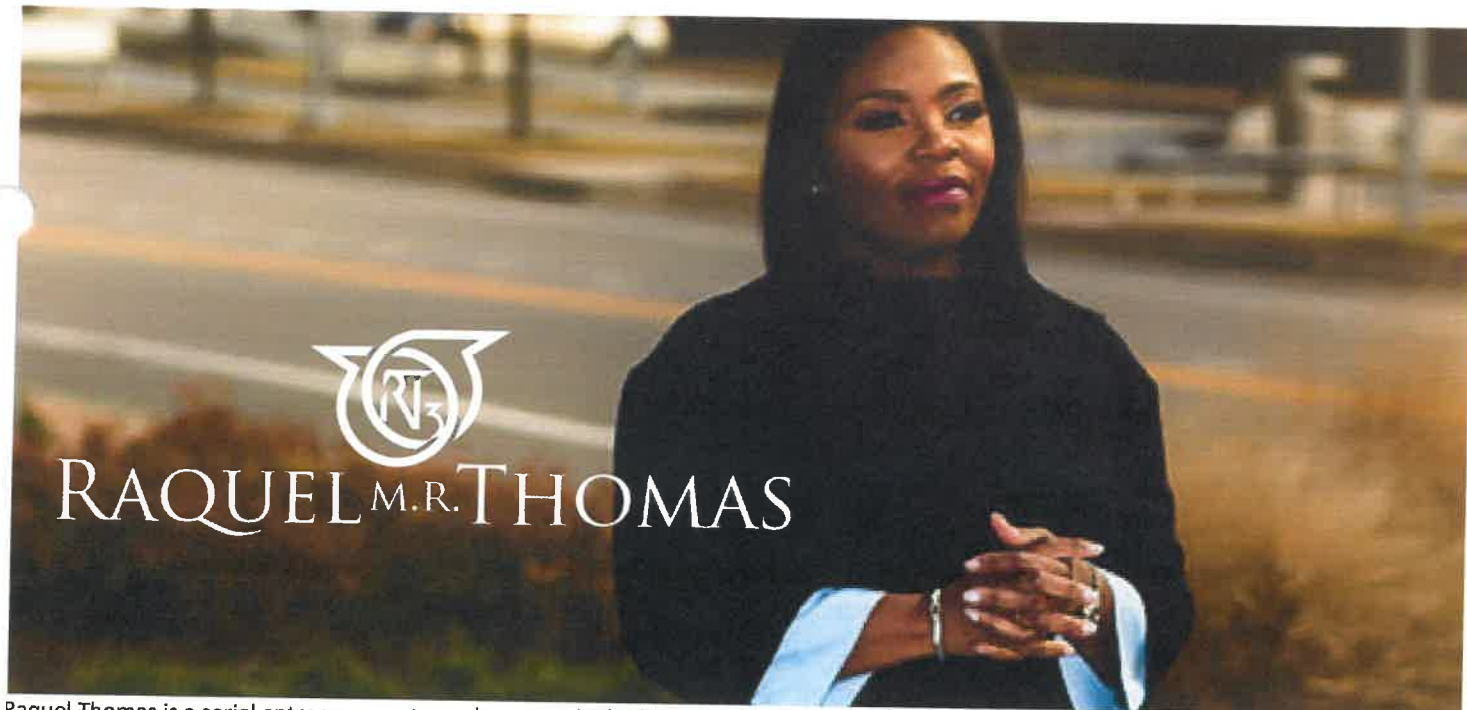
John C. Maxwell Certified Coach, Speaker, and Trainer, Benedict College Business Advisory Board of the Tyrone Adam Burroughs School of Business & Entrepreneurship, Core Team Committee United Way of the Midlands, Member of Junior League of Columbia, Founder of Women in Business Association at Allen University, Founder of Business Boot Camp Conference, Executive Director and founder of Dream Catchers Foundation, Director of Emerge SC, Board Member of W. J. Keenan Leadership Career Magnet Program, Board Member of South Carolina Black Pages, Director and Member of Youth Services South Carolina Black Pride, Board Member of The Gathering, 20 Under 40 Award Black Pages South Carolina, Maryland Excels Level II Childcare Center, Maryland State Department of Education Credential, National Association of Professional Women -VIP Woman of the Year Circle, National Association of Professional Women – Award of Excellence and Dedication, The Obsidian Award, Collegiate Basketball Player

CREDENTIALS

Master of Business Administration, University of Maryland University College; 2010

Bachelor of Science Business Marketing, Virginia State University; 2005

Certification of Business Leadership, John C. Maxwell; 2018



RAQUEL M.R. THOMAS

Raquel Thomas is a serial entrepreneur turned community builder and servant. A native of Columbia, South Carolina, Raquel took a broken childhood and used it to fuel her passion and purpose. A former high school athlete turned collegiate athletic scholar; Raquel's first love was basketball. She lettered in 4 sports at Dreher High School in Columbia to include: basketball, volleyball, soccer and track & field. Raquel graduated from Virginia State University with a degree in Business Marketing and went on to earn a Master's in Business Administration from the University of Maryland University College.

After graduating, Raquel went to work for the automotive giant Toyota Motor Sales, Inc. as a Regional Sales Manager. At Toyota, Raquel worked with the Baltimore Metro dealerships to increase profitability and to identify opportunities to increase market share. After 8 years at Toyota, Raquel decided to venture into entrepreneurship and opened her first daycare, Children of Tomorrow Learning Center & Child Care. A year later, she opened DMR Fashion, a retail store for children, women and men whose clothing provides messages to empower individuals to become their best. Simultaneously, Raquel opened The Museum Shop, an upscale urban clothing retail store in Washington, DC. Raquel is also a published author of seven Best Selling Books.

Raquel's passion for children and her community continued to tug at her heartstrings so she created Dream Catchers Foundation where she teaches the youth entrepreneurship. Dream Catchers Foundation is a non-profit organization for children who dare to dream. The Foundation's mission is to teach and demonstrate to children that dreamers can catch their dreams by living healthy, productive, goal driven lives. Raquel hosts free seminars and events for children throughout the year to include her annual summer camp and Young Bosses Entrepreneur Camp.

After over a decade of working and living in the DMV area, in 2017, Raquel decided to move back to Columbia, SC to enrich the very community she was raised in. Now a resident of Columbia, SC, Raquel continues to run several successful businesses and recently opened a Southern Soul Food Restaurant Called the Gold Den. A mother of two, Raquel is focused on building her community.



Raquel has dedicated her life to enriching, empowering and equipping women and children. She is the author of seven books, to include *What Becomes of a Broken Soul*, *Shifting into Purpose: The Journey to Entrepreneurship* a workbook for novice entrepreneurs and the children's series of 5 books *Wizzieville Adventures*. Raquel teaches entrepreneurship and business at several colleges and universities. As a community builder, Raquel has been recognized by the National Association of Professional Women as the VIP Woman of the Year and earned an Award of Achievement and has been recognized by SC Black Pages as a Top 20 Under 40 Professional. Raquel also serves as a Board Member of Benedict College Business Program, a member of Junior League, Keenan High School Magnet Program Advisory Board and is a mentor at the Department of Juvenile Justice and more.



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant MUST reside in Richland County.

Name: Millisa M. Bates (Millie)
Home Address: 1534 Idalia Drive, Columbia 29206
Telephone: (home) 803.917.1175 (work) 803.777.2424
Office Address: USC Biological Sciences, 700 Sumter St. #401, 29208
Email Address: millie.m.bates@gmail.com
Educational Background: MS. Biology, MBA Moore School
Professional Background: Biosciences (research, sales, teaching). Resume attached
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Richland Memorial Hospital
Reason for interest: I am now able to volunteer my time and assets. Also I was my husband's caregiver and navigated local hospitals as well as Wake Forest and MD Anderson
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
Commission: I have a biosciences background, worked in medical research and medical sales. Currently in my 13th year in Biological Sciences teaching
Presently serve on any County Committee, Board or Commission? N/A
Any other information you wish to give? Resume attached
Recommended by Council Member(s): N/A
Hours willing to commit each month: whatever needed

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____

Melissa M. Bates 3/4/21
Applicant's Signature Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

	Staff Use Only	
Date Received: <u>3/5/21</u>	Received by: <u>John W</u>	
Date Sent to Council: _____		
Status of Application: <input type="checkbox"/> Approved 151 <input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file		

Millisa Marcengill Bates
1534 Idalia Drive Columbia, SC 29206
+1 (803) 917-1175 millie.m.bates@gmail.com

PROFESSIONAL SUMMARY

MBA with International Business certificate and graduate degree in Biology

EXPERIENCE

UNIVERSITY OF SOUTH CAROLINA Columbia, SC USA
Adjunct Professor, Department of Biology January 2009 – present

Serve as lecturer and lab coordinator for introductory Biology course and Anatomy and Physiology.

- Lecture, Instruct and coordinate lab sections , order all supplies, supervise teaching assistants
- Introduced technology curriculum changes that have led to overall higher averages and student success
- Effectively communicate science concepts to non-science audience; Overall instructor evaluation 2020: 4.7 on a 5.0 scale.

SONOCO Hartsville, SC USA
Global Expansion Strategy Consulting Project, MBA January 2014-May 2014

Created a go-to-market strategy for entering a South East Asian market with a competitive intelligence team

- Worked with Director of Marketing to research market segmentation and business acquisition opportunities
- Explored new partnerships in target market to increase market share by millions of dollars

AMERICAN RED CROSS Washington, DC USA
Territory Manager, Tissue Services August 1996 – January 2005

Managed competitive, multi-state territory marketing various surgical products to decision makers within hospitals and physician offices.

- Recognized as “Top Sales Performer” and consistently achieved sales goals in excess of \$500,000
- Supervisory experience as a Senior sales representative, training and working along with the sales team
- Determined territory breakdown and identified growth by segmenting hospitals’ specialties and bed size

CAROLINAS MEDICAL CENTER Charlotte, NC USA
Research Technician II August 1994 – August 1996

Provided research support for the Emergency Medicine Department focused primarily on heart studies. Basic science research in the laboratory created synergy with clinical studies in the hospital.

- Led various projects involving small animal studies, biochemical assays and tissue analyses.
- Cultured cells for fluorescence microscopy studies.
- Presented research at *International Society for Heart Research* London, Ontario.

EDUCATION

MOORE SCHOOL OF BUSINESS, University of South Carolina Columbia, SC USA
Master of Business Administration, International Business certificate August 2014
Jim Hodges Scholar to China, Honor Society

UNIVERSITY OF NORTH CAROLINA Charlotte, NC USA
Master of Science, Biology August 1994
Published thesis research in Journal of Molecular & Cellular Cardiology

ERSKINE COLLEGE Due West, SC USA
Bachelor of Science, Biology May 1992
Class President, Omicron Delta Kappa Honor Society, Distinguished Student Service Award

IT SKILLS MS Office

COMMUNITY INVOLVEMENT Athletic Booster Club, Basketball Coach, Rosewood Elementary Foundation Board Member, Montessori Children’s House Board Member, Presbyterian Women’s Council



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Lisa Ellis

Home Address: 7025 John Edward Street, Columbia, SC 29209

Telephone: (home) (803) 231-8528 (work) (803) 691-4090

Office Address: 10901 Wilson Boulevard, Blythewood, SC 29016

Email Address: leellis75@yahoo.com

Educational Background: BA- English, MS- Forest Resources, MA- Organizational Leadership

Professional Background: High school teacher ; Director of Student Activities

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: River Alliance Board

Reason for interest: Our rivers are precious, and I want to make sure they are taken care of.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I have an advanced degree in running an organization. Strong characteristics include attention to detail, event planning, and strong oral & written skills.

Presently serve on any County Committee, Board or Commission? no

Any other information you wish to give? I am ready to serve Richland County.

Recommended by Council Member(s): _____

Hours willing to commit each month: 5-10 hours

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No ✓ _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No ✓ _____

If so, describe: _____

Lisa Ellis
Applicant's Signature

2/25/2021
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file



+

**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant MUST reside in Richland County.

Name: Javar A. Juarez

Home Address: 1924 Spotswood Drive Columbia, SC 29210

Telephone: (home) 803-331-8397 (work) _____

Office Address: _____

Email Address: BroadRiverBA@gmail.com

Educational Background: Liberal Arts Major Benedict College Columbia, SC

Professional Background: Licensed insurance agent, business owner, non-profit director

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: River Alliance Board

Reason for interest: As Director of the Broad River Business Alliance and resident of Broad River Road River Road; I am actively pursuing development of the Greenway expansion and gaining public support

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

I provide strong public interaction, social media, web organization and can sponsor/host meetings with local businesses in my network

I am working with private industry investors, realtors and developers to maximize the potential of future projects around the greenbelt.

Presently serve on any County Committee, Board or Commission? Director BRBA

Any other information you wish to give? my objective is to help the River Alliance Achieve its goals in a timely fashion

Recommended by Council Member(s): n/a

Hours willing to commit each month: 60

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____



Applicant's Signature

11/03/2020

Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>11/4/20</u>	Received by: <u>hmo</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

Applicant Information

First Name *

SCOTT

Last Name *

HICKS

Home Address * Apt

305 CABIN
DRIVE

City *

IRMO

State *

SC

Zip *

29063

** Please enter a physical address. No PO Boxes. **

Work Address *

4401 ST. ANDREWS
ROAD

Suite

City *

COLUMBIA

State *

SC

Zip *

29210

Number *

(517)449-
0722

Type *

Home

Secondary Phone Type

8037504517

Wor
k

Email Address *

hickssco1@gmail.com

Sex *

Male Female

Age Group

18 - 25 26 - 50 Over 50

Background

Education Level *

Bachelor's

Professional Background

Environmental, Health and Safety Mgr. - Shaw Industries

Service Information

Presently serve on any County Committee, Board or Commission? *

Yes No

Name of Committee, Board or

Commission in which interested: *

River Alliance Board (3)

Reason for interest: *

Passion for outdoor recreation and keeping the area
clean/family friendly

**Your characteristics/qualifications,
which would be an asset to**

Committee, Board or Commission: *

Background in Env. Science, industry,
current company borders on Saluda
River

Any additional information you wish to share:

Recommended by a Council

Member? *

Yes No

Council Member name(s): *

Bill Malinowski

**Hours willing to commit each
month:**

8

Conflict of Interest Policy

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

*
 Yes No

Statement of Financial or Personal Interest

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

*
 Yes No

If so, describe:

Resume

Resume

Signature

I understand that checking this box and entering my name constitutes a legal signature*

First Name * **Last Name ***
Scott Hicks

Submit



REQUEST OF ACTION

Subject: FY22 - District 3 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$5,000** for District 3.

B. Background / Discussion

For the 2021 - 2022 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would on8ly require one vote.

Motion List (3rd reading) for FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 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
FY2021 Remaining	\$211,475
FY2022 Allocations	\$ 30,000
Kingville Historical Foundation	\$ 5,000
Total Allocation	\$ 5,000
Remaining Balance	\$258,900

C. Legislative / Chronological History

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

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: FY22 - District 7 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$2,500** for District 7.

B. Background / Discussion

For the 2021 - 2022 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

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

Motion List (3rd reading) for FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 7 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding		\$ 82,425
FY2021 Remaining		\$114,975
FY2022 Allocations		\$ 30,000
	Kingville	\$ 2,500
Total Allocation		\$ 2,500
Remaining Balance		\$164,900

C. Legislative / Chronological History

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

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: FY22 - District 10 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$20,000** for District 10.

B. Background / Discussion

For the 2021 - 2022 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

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

Motion List (3rd reading) for FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 10 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2021 Remaining	\$ 16,775
Kingville Historical Foundation	\$ 20,000
Total Allocation	\$ 20,000
Remaining Balance	\$ 79,200

C. Legislative / Chronological History

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

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: FY22 - District 11 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$30,000** for District 11.

B. Background / Discussion

For the 2021 - 2022 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

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

Motion List (3rd reading) for FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 11 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425	
FY2021 Remaining	\$159,177	
FY2022 Allocations	\$ 10,000	
	Kingsville Historical Foundation	\$ 15,000
	Lower Richland Sweet Potato Festival	\$ 15,000
Total Allocation	\$ 30,000	
Remaining Balance	\$201,602	

C. Legislative / Chronological History

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

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.

